CITY OF ONTARIO

Regular City Council/Housing Authority/Ontario Public Financing Authority Meeting
JULY 16, 2024

City Hall
303 East B Street, Ontario, CA 91764

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

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

WELCOME TO A MEETING OF THE ONTARIO CITY COUNCIL

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

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

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

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

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

ACCOMODATIONS

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

ORDER OF BUSINESS

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

CALL TO ORDER *(OPEN SESSION)*

ROLL CALL

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

PLEDGE OF ALLEGIANCE

Council Member Wapner

INVOCATION

Pastor Kennedy, Mt. Zion Church of Ontario

SPECIAL CEREMONIES

PROCLAMATION OF JULY 2024 AS PARKS AND RECREATION MONTH

That the City Council proclaim the month of July 2024 as Parks and Recreation Month in the City of Ontario.

ATTACHMENT: Proclamation of July 2024 as Parks and Recreation Month.docx

PUBLIC COMMENTS 6:30 P.M.

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

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

AGENDA REVIEW/ANNOUNCEMENTS

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

INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

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

CONSENT CALENDAR

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

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

1. APPROVAL OF MINUTES

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

ATTACHMENT: 20240617 S Meeting Minutes (Not Official Until Approved)

2. BILLS & PAYROLL

Bills June 21, 2024 through June 27, 2024, and Payroll June 2, 2024 through June 15, 2024.

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

2024-25

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

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

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

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

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

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

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

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

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO

COMMUNITY FACILITIES DISTRICT NO. 25 (PARK PLACE FACILITIES PHASE II), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2024-25.

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

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

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

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

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 32 (ARCHIBALD/SCHAEFER - SERVICES), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2024-25.

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

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

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

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

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

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

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

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

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

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

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

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 46 (AVENUE 176 FACILITIES), ESTABLISHING

THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2024-25.

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

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

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

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

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

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

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

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

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

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

ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 57 (NEUHOUSE), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2024-25.

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

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

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

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

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

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

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

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

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

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

ATTACHMENT: 20240716 Old Model Colony Bonded Facilities CFD No. 13^01 EXH A AR Levy Table.xlsx
ATTACHMENT: 20240716 Old Model Colony Services CFD No. 10, 20, and 21^02 EXH B AR Levy Table.xlsx
ATTACHMENT: 20240716 Ontario Ranch Services CFDs^03 EXH C AR Levy Table.pdf
ATTACHMENT: 20240716 Ontario Ranch Facilities Non-Bonded CFD No. 35, and 66^04 EXH D AR Levy Table.xlsx
ATTACHMENT: 20240716 Ontario Ranch Bonded Facilities and Services, Spcl Tax A CFD No. 31, 45, 55, 56, and 57^05 EXH E-1 AR Levy Table.xlsx
ATTACHMENT: 20240716 Ontario Ranch Bonded Facilities and Services, Spcl Tax B, CFD No. 31, 45, 55, 56, and 57^06 EXH E-2 AR Levy Table.xlsx
ATTACHMENT: 20240716 Ontario Ranch Non-Bonded Facilities and Services Spcl Tax A CFD No. 64 65 and 71^07 EXH F-1 AR Levy Table.xlsx
ATTACHMENT: 20240716 Ontario Ranch Non-Bonded Facilities and Services, Spcl Tax B CFD No. 64, 65,and 71^08 EXH F-2 AR Levy Table.xlsx
ATTACHMENT: 20240716 Ontario Ranch Bonded Facilities CFDs^09 EXH G AR Levy Tables.xlsx
ATTACHMENT: 20240716 Ontario Ranch Special Tax Table Direct Funding of Facilities^10 EXH H AR Direct Funding Table.xlsx
ATTACHMENT: 20240716 Special Tax Ontario Ranch Services CFD No. 9^11 RESO^RM.docx
ATTACHMENT: 20240716 Special Tax Old Model Colony Services CFD No. 10^12 RESO^RM.docx
ATTACHMENT: 20240716 Special Tax Old Model Colony Bonded CFD No. 13^13 RESO^RM.docx
ATTACHMENT: 20240716 Special Tax Ontario Ranch Services CFD No. 19^14 RESO^RM.docx
ATTACHMENT: 20240716 Special Tax Old Model Colony Services CFD No. 20^15 RESO^RM.docx
ATTACHMENT: 20240716 Special Tax Old Model Colony Services CFD No. 21^16 RESO^RM.docx
ATTACHMENT: 20240716 Special Tax Ontario Ranch Services CFD No. 23^17 RESO^RM.docx
ATTACHMENT: 20240716 Special Tax Ontario Ranch Bonded CFD No. 24^18 RESO^RM.docx
ATTACHMENT: 20240716 Special Tax Ontario Ranch Bonded CFD No. 25^19 RESO^RM.docx
ATTACHMENT: 20240716 Special Tax Ontario Ranch Bonded CFD No. 26 20^RESO^RM.docx
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ATTACHMENT: 20240716 Special Tax Ontario Ranch Bonded CFD No. 28 22^RESO^RM.docx
ATTACHMENT: 20240716 Special Tax Ontario Ranch Bonded CFD No. 30 23^RESO^RM.docx
ATTACHMENT: 20240716 Special Tax Ontario Ranch Bonded Facilities Services CFD No. 31 24^RESO^RM.docx
ATTACHMENT: 20240716 Special Tax Ontario Ranch Services CFD No. 32 25^RESO^RM.docx
ATTACHMENT: 20240716 Special Tax Ontario Ranch Bonded CFD No. 33 26^RESO^RM.docx
ATTACHMENT: 20240716 Special Tax Ontario Ranch Bonded CFD No. 34 27^RESO^RM.docx
ATTACHMENT: 20240716 Special Tax Ontario Ranch Non-Bonded Facilities CFD No. 35 28^RESO^RM.docx
ATTACHMENT: 20240716 Special Tax Ontario Ranch Services CFD No. 37 29^RESO^RM.docx
ATTACHMENT: 20240716 Special Tax Ontario Ranch Bonded CFD No. 38 30^RESO^RM.docx
ATTACHMENT: 20240716 Special Tax Ontario Ranch Bonded CFD No. 39 31^RESO^RM.docx
ATTACHMENT: 20240716 Special Tax Ontario Ranch Bonded CFD No. 40 32^RESO^RM.docx
ATTACHMENT: 20240716 Special Tax Ontario Ranch Bonded CFD No. 41 33^RESO^RM.docx
ATTACHMENT: 20240716 Special Tax Ontario Ranch Bonded CFD No. 42 34^RESO^RM.docx
ATTACHMENT: 20240716 Special Tax Ontario Ranch Bonded CFD No. 43 35^RESO^RM.docx
ATTACHMENT: 20240716 Special Tax Ontario Ranch Services CFD No. 44 36^RESO^RM.docx
ATTACHMENT: 20240716 Special Tax Ontario Ranch Bonded Facilities Services CFD No. 45 37^RESO^RM.docx
ATTACHMENT: 20240716 Special Tax Ontario Ranch Bonded CFD No. 46 38^RESO^RM.docx
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ATTACHMENT: 20240716 Special Tax Ontario Ranch Services CFD No. 50 42^RESO^RM.docx
ATTACHMENT: 20240716 Special Tax Ontario Ranch Services CFD No. 51 43^RESO^RM.docx
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ATTACHMENT: 20240716 Special Tax Ontario Ranch Bonded Facilities Services CFD No. 55 46^RESO^RM.docx

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ATTACHMENT: 20240716 Special Tax Ontario Ranch Bonded Facilities Services CFD No. 57 48^RESO^RM.docx

ATTACHMENT: 20240716 Special Tax Ontario Ranch Services CFD No. 58 49^RESO^RM.docx

ATTACHMENT: 20240716 Special Tax Ontario Ranch Services CFD No. 59 50^RESO^RM.docx

ATTACHMENT: 20240716 Special Tax Ontario Ranch Services CFD No. 60 51^RESO^RM.docx

ATTACHMENT: 20240716 Special Tax Ontario Ranch Services CFD No. 61 52^RESO^RM.docx

ATTACHMENT: 20240716 Special Tax Ontario Ranch Services CFD No. 62 53^RESO^RM.docx

ATTACHMENT: 20240716 Special Tax Ontario Ranch Non-Bonded Facilities Services CFD No. 64 54^RESO^RM.docx

ATTACHMENT: 20240716 Special Tax Ontario Ranch Non-Bonded Facilities Services CFD No. 65 55^RESO^RM

ATTACHMENT: 20240716 Special Tax Ontario Ranch Non-Bonded Facilities CFD No. 66 56^RESO^RM.docx

ATTACHMENT: 20240716 Special Tax Ontario Ranch Services CFD No. 68 57^RESO^RM.docx

ATTACHMENT: 20240716 Special Tax Ontario Ranch Non-Bonded Facilities Services CFD No. 71 58^RESO^RM

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

That the City Council consider and adopt an Ordinance authorizing the levy of special taxes within City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2).

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

ATTACHMENT: 20240716 CFD No. 71 Neuhouse Phase 2 01^ORD^RM

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

That the City Council award a Construction Contract with Onyx Paving Company, Inc. of

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

ATTACHMENT: EXHIBIT A-PROJECT LOCATION MAP.pdf
ATTACHMENT: 02 - Contract.pdf

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

That the City Council consider and adopt an Ordinance adding Article 22 (Valet Parking) to Chapter 6 (Traffic) of Title 4 (Public Safety) and amending Section 4-6.1202 of the Ontario Municipal Code, establishing regulations relating to valet parking.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADDING ARTICLE 22 (VALET PARKING) TO CHAPTER 6 (TRAFFIC) OF TITLE 4 (PUBLIC SAFETY) AND AMENDING SECTION 4-6.1202 OF THE ONTARIO MUNICIPAL CODE, ESTABLISHING REGULATIONS RELATING TO VALET PARKING.

ATTACHMENT: Ontario-Valet Parking FINAL Revised^ORD^RM

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

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

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

ATTACHMENT: 20240716 PM-20582^01 EX.pdf
ATTACHMENT: 20240716 PM-20582 02^RESO^RM

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

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

ATTACHMENT: Ardurra_Amendment No. 3 Contract_Unsigned.pdf
ATTACHMENT: Ardurra_Amendment_No._4_Contract_Unsigned.pdf

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

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

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

ATTACHMENT: 20240716 PDEV21-047^01 Exh A.pdf
ATTACHMENT: 20240716 PDEV21-047 02^RESO^RM

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

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

ATTACHMENT: 20240716-CityView License and Support Agreement-Final Draft^01
ATTACHMENT: OntarioCA_ServicesAgreement_VisualWorkflows_2024.July.pdf

11. A RESOLUTION FOR PLACEMENT OF SPECIAL ASSESSMENTS ON THE SAN BERNARDINO COUNTY TAX ROLLS

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADOPTING A REPORT REQUESTING THE PLACEMENT OF SPECIAL ASSESSMENTS ON PROPERTY TAX BILLS FOR CIVIL PENALTIES OR RECOVERY OF COSTS INCURRED FOR ABATEMENT OF VIOLATIONS OF CITY CODES AND ORDINANCES.

ATTACHMENT: Comm Imp Special Assessments for County Tax Rolls 01^RESO^RM
ATTACHMENT: Special Assessments^02 - Exhibit A.pdf
ATTACHMENT: Special Assessments^04 - Exhibit B.pdf
ATTACHMENT: Special Assessments^03 - Exhibit C.pdf

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

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

ATTACHMENT: City of Ontario_ Asana renewal.pdf

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

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

ATTACHMENT: Professional Services Agreement_AALRR_BBK Approved.pdf

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

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

ATTACHMENT: CDBG Construction Contract CT&T Concrete Paving, Inc..pdf

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

That the City Council take the following action:

A. Authorize the City Manager, or his designee, to execute the following three-year Design Services Agreements for on-call Retail Architectural Services for a total compensation amount of $1,050,000 over three (3) years and extend the agreements for up to two (2) additional one-year periods:

1. Architecture Plus, Inc., of La Canada, California, for a total contract amount not-to-exceed $150,000, and
2. DLR Group, of Riverside, California, for a total contract amount not-to-exceed $150,000, and
3. KWWA Architecture, of El Monte, California, for a total contract amount not-to-exceed $150,000, and
4. M. Arthur Genster Jr. & Associates, Inc., of Los Angeles, California, for a total contract amount not-to-exceed $150,000, and
5. Miller Architectural Corporation, of Riverside, California, for a total contract amount not-to-exceed $150,000, and
6. RDC-S111, Inc., of Long Beach, California, for a total contract amount not-to-exceed $150,000; and

7. Westgroup Designs, of Irvine, California, for a total contract amount not-to-exceed $150,000.

ATTACHMENT: M. Authur Genster Jr AGR.pdf
ATTACHMENT: Miller Architectural Corp On - Call Agr.pdf
ATTACHMENT: RDC On-Call Design Services - Request For Qualifications (1).pdf
ATTACHMENT: Westgroup Designs, Inc. On-Call Design Services - Request For Qualifications (1).pdf
ATTACHMENT: KWWA On-Call Design Services - Request For Qualifications (1).pdf
ATTACHMENT: Architecture Plus On-Call Design Services - Request For Qualifications (1).pdf
ATTACHMENT: DLR Group On-Call Design Services - Request For Qualifications NEW.pdf

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

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

ATTACHMENT: Goods___Services_Amendment__2_HELITENDER_2024_Rev.pdf

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

That the City Council take the following actions:

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

ATTACHMENT: SECTION 00500 - K.C. Restroration Co.pdf
ATTACHMENT: KC Restoration ___Bid Results 1782.pdf

18. AN AMENDMENT TO THE DESIGN SERVICES AGREEMENT WITH HMC ARCHITECTS FOR ON-CALL ARCHITECTURAL, SPACE PLANNING, AND ENGINEERING SERVICES AND AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH TILDEN-COIL

CONSTRUCTORS, INC. FOR CONSTRUCTION MANAGEMENT MULTI-PRIME SERVICES FOR THE MUNICIPAL SERVICES CENTER RELOCATION PROJECT

That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute Amendment No. 4 to the Design Services Agreement with HMC Architects, of Ontario, California, to provide on-call Landscape Architectural Services for the Municipal Services Center Relocation Project in the amount of $3,666,359 for a total not-to-exceed contract amount of $8,095,330 and extend the contract term to October 27, 2027, and
B. Authorize the City Manager, or his designee, to execute Amendment No. 4 to the Professional Services Agreement with Tilden-Coil Constructors, Inc., of Riverside, California, for Construction Management Multi-Prime Services for the Municipal Services Center Relocation Project in the amount of $1,857,530 for a total not-to-exceed contract amount of $31,901,477; and
C. Authorize the City Manager, or his designee, to execute all documents required for the completion of the project including, but not limited to, contracts, agreements, assessments, easements, reduction of retention accounts, and filing a notice of completion at the conclusion of all construction related activities.

ATTACHMENT: Tilden-Coil Amendment 4 Rev 7.10.24.pdf
ATTACHMENT: HMC Amendment 4 Revised 7.10.24.pdf

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

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

ATTACHMENT: Memorandum of Agreement Template for SBCFPD Task Force Six.pdf

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

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

ATTACHMENT: 2024-2027 Agreement 660,507.06..pdf

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

That the City Council take the following actions:

A. Adopt a Resolution establishing parking restrictions Citywide for street sweeping purposes; and

B. Authorize the City Manager, or his designee, to execute a one-year Maintenance Services Agreement with Superior Pavement Markings, of Cypress, California, for Fabrication and Installation of Citywide Street Sweeping Signage Services, for a total contract amount not-to-exceed $1,869,821.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ESTABLISHING PARKING RESTRICTIONS FOR STREET SWEEPING PURPOSES CITYWIDE.

ATTACHMENT: Parking Restrictions for Street Sweeping Purposes 02^RESO^RM
ATTACHMENT: Parking Restrictions for Street Sweeping Purposes 03^RESO - EXH A
ATTACHMENT: MSA Fabrication & Installation Street Sweeping Signage.pdf

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

That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute Amendment No. 1 to the on-call Design Services Agreement with Ardurra Group, Inc., of Newport Beach, California, for the Sports Complex Offsite Design in the amount of $1,784,432 for a total not-to-exceed contract amount of $2,384,432; and
B. Authorize the City Manager, or his designee, to execute all documents required for the completion of the project including, but not limited to, contracts, agreements, assessments, easements, reduction of retention accounts, and filing a notice of completion at the conclusion of all construction related activities.

ATTACHMENT: Ardurra Amendment 1.pdf

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

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

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

ATTACHMENT: SWRCB Reso Final^RESO^RM
ATTACHMENT: Attachment A.pdf

24. ACCEPTANCE OF GRANT AWARD INCREASE FROM THE U.S. DEPARTMENT OF HOMELAND SECURITY AND THE CALIFORNIA OFFICE OF EMERGENCY SERVICES PROVIDED THROUGH THE FY 2020 URBAN AREA SECURITY INITIATIVE (UASI) GRANT PROGRAM AND AN

AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH AMERICAN THREAT ASSESSMENT CONSULTING INC. (A.T.A.C.)

That the City Council authorize the City Manager, or his designee, to execute all documents necessary to accept additional funding for a sub-grant award in the amount of $128,810 from the U.S. Department of Homeland Security and the California Office of Emergency Services provided through the FY 2020 Urban Area Security Initiative (UASI) Grant Program and execute Amendment No. 8 to the Professional Services Agreement with American Threat Assessment Consulting Inc. (A.T.A.C.) of Rancho Cucamonga, California, extending the term of the agreement to complete the Facial Recognition Project to July 31st, 2025 and increasing the current funding threshold for a not-to-exceed contract total of $1,777,915.

ATTACHMENT: OPD - FY20 Modification Approval Letter - 05.16.24.pdf

ATTACHMENT: ATAC_Amendment_8 (1).doc

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

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

ATTACHMENT: FY24-25 CTFGP Intent to Award - Ontario PD.pdf

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

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

ATTACHMENT: GSA Electrical & Lighting Supplies.pdf

PUBLIC HEARINGS

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

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

That the City Council consider and adopt a Resolution approving the Tentative Cancellation of Land Conservation Contract No. 72-384, File No. PWIL23-001.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PWIL21-003, A TENTATIVE CANCELLATION OF LAND CONSERVATION CONTRACT NUMBER 72-384 FOR 23.2 ACRES OF LAND GENERALLY LOCATED ON THE WEST SIDE OF ARCHIBALD

AVENUE, APPROXIMATELY 893 FEET SOUTH OF RIVERSIDE DRIVE, AT 13150 SOUTH ARCHIBALD AVENUE, WITHIN NEIGHBORHOODS 2A, 2B AND 2C OF THE COUNTRYSIDE SPECIFIC PLAN AND MAKING FINDINGS IN SUPPORT THEREOF; APNS: 0218-111-60 AND 0218-111-61.

ATTACHMENT: File No. PWIL21-003 Lennar Homes 02^RESO^RM
ATTACHMENT: File No. PWIL21-003 Lennar Homes^03 Reso Attachment A

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

That the City Council take the following actions:

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

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PGPA23-002, AN AMENDMENT TO THE POLICY PLAN (GENERAL PLAN) COMPONENT OF THE ONTARIO PLAN TO MODIFY THE LAND USE PLAN (EXHIBIT LU-01) AND EXHIBIT LU-03 (FUTURE BUILDOUT) CHANGING THE LAND USE DESIGNATIONS; [1] 134.42 ACRES OF LOW-DENSITY RESIDENTIAL (LDR) AND MEDIUM-DENSITY RESIDENTIAL (MDR) TO OPEN SPACE-RECREATION (OS-R) LOCATED SOUTH OF RIVERSIDE DRIVE, NORTH OF CHINO AVENUE, EAST OF THE UNIMPROVED RIGHT-OF-WAY FOR VINEYARD AVENUE AND WEST OF THE UNIMPROVED RIGHT-OF-WAY FOR WHISPERING LAKES LANE; [2] 51.57 ACRES OF LOW-DENSITY RESIDENTIAL (LDR) TO HOSPITALITY (HOS) GENERALLY LOCATED SOUTH OF RIVERSIDE DRIVE, NORTH OF CHINO AVENUE, EAST OF UNIMPROVED RIGHT-OF-WAY FOR WHISPERING LAKES LANE, AND WEST OF THE CUCAMONGA CREEK FLOOD CONTROL CHANNEL; [3] 94 ACRES OF LOW-DENSITY RESIDENTIAL (LDR) TO MEDIUM-DENSITY RESIDENTIAL (MDR) GENERALLY LOCATED SOUTH OF CHINO AVENUE, NORTH OF ONTARIO RANCH ROAD, AND EAST AND WEST OF VINEYARD AVENUE; [4] REMOVE THE AFFORDABLE HOUSING (AH) OVERLAY ON 36.18 ACRES OF LAND LOCATED SOUTH OF RIVERSIDE DRIVE, NORTH OF CHINO AVENUE, AND EAST OF THE UNIMPROVED RIGHT-OF-WAY FOR VINEYARD AVENUE; AND [5] ADD THE AFFORDABLE HOUSING (AH) OVERLAY ZONING DISTRICT ON 19.25

ACRES OF LAND GENERALLY LOCATED NORTH OF ONTARIO RANCH ROAD, SOUTH OF SCHAEFER AVENUE, AND EAST OF THE UNIMPROVED RIGHT-OF-WAY FOR VINEYARD AVENUE AND MAKING FINDINGS IN SUPPORT THEREOF—APN(S): 216-214-05, 216-214-06, 216-214-07, 216-314-07, 216-314-08, 218-101-01, 218-101-02, 218-101-03, 218-101-04, 218-101-05, 218-101-06, 218-101-07, 218-101-08, 218-102-10, 218-102-11, 218-111-04, 218-111-05, 218-111-06, 218-111-08, 218-111-09, 218-111-11, 218-111-12, 218-111-45, 218-111-49, 218-111-50, 218-121-01, 218-121-02, 218-121-03, 218-121-04, 218-181-02, 218-181-15.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PZC23-004, A ZONE CHANGE REQUEST TO CHANGE THE ZONING DISTRICT FOR [1] 134.42 ACRES FROM THE ARMSTRONG RANCH SPECIFIC PLAN TO OS-R (OPEN SPACE RECREATION) ZONING DISTRICT LOCATED SOUTH OF RIVERSIDE DRIVE, NORTH OF CHINO AVENUE, WEST OF UNIMPROVED RIGHT-OF-WAY FOR WHISPERING LAKES LANE, AND EAST OF THE INIMPROVED RIGHT-OF-WAY FOR VINEYARD AVENUE; [2] 51.57 ACRES FROM THE ARMSTRONG RANCH SPECIFIC PLAN TO CCS (CONVENTION CENTER SUPPORT COMMERCIAL) ZONING DISTRICT GENERALLY LOCATED SOUTH OF RIVERSIDE DRIVE, NORTH OF CHINO AVENUE, EAST OF THE UNIMPROVED RIGHT-OF-WAY FOR WHISPERING LAKES LANE, AND WEST OF THE CUCAMONGA CREEK FLOOD CONTROL CHANNEL; [3] REMOVE THE AH (AFFORDABLE HOUSING OVERLAY ZONING DISTRICT ON 36.18 ACRES OF LAND LOCATED SOUTH OF RIVERSIDE DRIVE, NORTH OF CHINO AVENUE, EAST OF THE UNIMPROVED RIGHT-OF-WAY FOR WHISPERING LAKES LANE, AND WEST OF THE UNIMPROVED RIGHT-OF-WAY FOR VINEYARD AVENUE, AND [4] ADD THE AH (AFFORDABLE HOUSING) OVERLAY ZONING DISTRICT ON 19.25 ACRES OF LAND WITHIN THE SP (SPECIFIC PLAN)/AG (AGRICULTURAL) OVERLAY LOCATED NORTH OF ONTARIO RANCH ROAD, SOUTH OF SCHAEFER AVENUE, EAST OF THE UNIMPROVED RIGHT-OF-WAY FOR VINEYARD AVENUE, AND WEST OF THE RIGHT-OF-WAY FOR HELLMAN AVENUE. (APNS: 218-101-01, 218-101-02, 218-101-03, 218-101-04, 218-101-05, 218-101-06, 218-101-07, 218-101-08, 218-102-10, 218-102-11, 218-111-04, 218-111-05, 218-111-06, 218-111-08, 218-111-09, 218-111-11, 218-111-12, 218-111-45, 218-111-49, 218-111-50, 218-181-02, AND 218-181-15.

ATTACHMENT: File Nos. PGPA23-002 PZC23-004 ORSC PC EIR 02^RESO^RM
ATTACHMENT: 20240625 File Nos. PGPA23-002 PZC23-004 ORSC PC^05 Attch A FEIR.pdf
ATTACHMENT: 20240625 File Nos. PGPA23-002 PZC23-004 ORSC PC^06 Attch B FOFSOC.pdf
ATTACHMENT: 20240625 File Nos. PGPA23-002 PZC23-004 ORSC PC^07 Attch C MMRP.pdf
ATTACHMENT: File Nos. PGPA23-002 PZC23-004 ORSC PC GPA 08^RESO^RM
ATTACHMENT: File Nos. PGPA23-002 PZC23-004 ORSC PC - ZC 09^ORD^RM

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

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

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

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, CONFIRMING THE DIAGRAMS AND ASSESSMENTS, AND PROVIDING FOR THE ANNUAL ASSESSMENT LEVY WITHIN ONTARIO PARKWAY MAINTENANCE ASSESSMENT DISTRICTS NO. 1, 2 AND 3 FOR FISCAL YEAR 2024-25.

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

ATTACHMENT: 20240716 OPMAD Levy^01 EXH A.pdf
ATTACHMENT: 20240716 OPMAD Levy^02 Vicinity Maps.pdf
ATTACHMENT: OPMAD Levy 03 - Approving Engineers Report OPMAD 1,2,3 and 4^RESO^RM
ATTACHMENT: OPMAD Levy 04 - Confirming Assessment OPMAD 1, 2 and 3^RESO^RM
ATTACHMENT: OPMAD Levy 05 - Confirming Assessment OPMAD 4^RESO^RM

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

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

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING THE ENGINEER'S REPORTS FOR THE ANNUAL LEVY OF ASSESSMENTS WITHIN STREET LIGHTING

MAINTENANCE DISTRICTS NO. 1 AND 2 FOR FISCAL YEAR 2024-25.

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

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

ATTACHMENT: 20240716 SLMD Levy^01 EXH A Levy Table.pdf
ATTACHMENT: 20240716 SLMD Levy^02 Vicinity Maps.pdf
ATTACHMENT: SLMD Levy 03 - Approving Engineers Report^RESO^RM
ATTACHMENT: SLMD Levy 04 - Confirming Assessment SLMD 1^RESO^RM
ATTACHMENT: SLMD Levy 05 - Confirming Assessment SLMD 2^RESO^RM

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

That the City Council adopt the attached Resolution approving the Disposition and Development Agreement (Agreement) between the City of Ontario and HDC Construction, Inc. (Developer) and authorize the City Manager, or his designee, to sign all documents necessary to implement the Agreement.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING A DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND HDC CONSTRUCTION INC. FOR THE DISPOSITION AND DEVELOPMENT OF CERTAIN REAL PROPERTY LOCATED AT 207 EUCLID AVENUE (APN 1048-565-09) AND MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH.

ATTACHMENT: 207 N Euclid_Exhibit A_Site Depiction.PNG
ATTACHMENT: Ontario Resolution Approving DDA 207 Euclid RESO^RM^(002)
ATTACHMENT: 207 N Euclid Ave_DDA_HDC Construction Inc_07162024 A^01.pdf

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

That the City Council take the following actions:

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

Ontario and the CEDA; and,

C. Adopt a Resolution approving the issuance of the Obligations by the Authority to finance the Facilities for the benefit of the Borrower.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING ASSOCIATE MEMBERSHIP IN THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY AND THE EXECUTION OF AN ASSOCIATE MEMBERSHIP AGREEMENT RELATING TO ASSOCIATE MEMBERSHIP OF THE CITY IN THE AUTHORITY.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING THE ISSUANCE OF REVENUE BONDS BY THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $55,500,000 FOR THE PURPOSE OF FINANCING CERTAIN EDUCATIONAL FACILITIES AND CERTAIN OTHER MATTERS RELATING THERETO FOR THE BENEFIT OF REAL JOURNEY ACADEMIES, INC.

ATTACHMENT: CEDA Associate Membership Agreement.docx
ATTACHMENT: CEDA Membership Resolution^01^RESO^RM
ATTACHMENT: Real Journey 2024 - TEFRA 03^RESO^RM (2).doc

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

That the City Council take the following actions:

A. Consider and adopt a Resolution approving a Mitigated Negative Declaration in accordance with the California Environmental Quality Act and adopting a related Mitigation Monitoring and Reporting Program for File No. PUD23-004; and

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

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PUD23-004, A PLANNED UNIT DEVELOPMENT TO ESTABLISH PLANNING AND DESIGN PRINCIPLES, DEVELOPMENT REGULATIONS AND PERFORMANCE STANDARDS TO GOVERN FUTURE DEVELOPMENT OF 21.58 ACRES OF LAND, GENERALLY LOCATED SOUTH OF E STREET, NORTH OF HOLT BOULEVARD, WEST OF EUCLID AVENUE, EAST OF PALM AVENUE, AND THE

NORTHERN PORTION OF THE BLOCK BETWEEN FERN AND PALM AVENUES AND C AND D STREETS, WITHIN THE LUA-1 (EUCLID AVENUE ENTERTAINMENT) OF THE MU-1 (DOWNTOWN MIXED USE) ZONING DISTRICT, AND MAKING FINDINGS IN SUPPORT THEREOF - APNS: 1048-566-08, 1048-566-09, 1048-566-10, 1048-566-02, 1048-566-01, 1048-566-03, 1048-566-04, 1048-566-06, 1048-566-07, 1048-561-07, 1048-561-08, 1048-561-09, 1048-561-10, 1048-561-12, 1048-561-13, 1048-562-01, 1048-562-02, 1048-565-01, 1048-565-04, 1048-565-05, 1048-565-06, 1048-566-06, 1048-566-07, 1048-354-04, 1048-354-05, 1048-354-06, 1048-354-07, 1048-354-08, 1048-353-13, 1048-353-14, 1048-354-01, 1048-354-02, 1048-354-03, 1048-565-14, 1048-566-05, 1048-566-11, 1048-561-11, 1048-562-03, 1048-562-06, 1048-562-07, 1048-563-01, 1048-563-02, 1048-563-03, 1048-563-04, 1048-563-05, 1048-576-01, 1048-576-02, 1048-563-07, 1048-563-08, 1048-564-07, 1048-564-11, 1048-564-12, 1048-564-13, 1048-564-14, 1048-565-02, 1048-565-03, 1048-563-06, 1048-563-07, 1048-563-08, 1048-563-09, 1048-563-10, 1048-565-07, 1048-565-08, 1048-565-09, 1048-565-10, 1048-565-11, 1048-565-12, 1048-565-13, 1048-563-11, 1048-564-01, 1048-564-02, 1048-564-03, 1048-564-04, 1048-564-05, 1048-564-06, 1048-564-08, 1048-564-09, 1048-564-10.

ATTACHMENT: 20240702 File No. PUD23-004^PC Backup.pdf
ATTACHMENT: File No. PUD23-004 01 CC Res - MND MMRP^RESO^RM
ATTACHMENT: 20240702 File No. PUD23-004^02 RES ATT A - MMRP.docx
ATTACHMENT: 20240702 File No. PUD23-004^03 RES ATT A- MND.pdf
ATTACHMENT: 20240702 File No. PUD23-004^06 Final CC Draft.pdf
ATTACHMENT: File No. PUD23-004 CC 05^ORD^RM

ADMINISTRATIVE REPORTS/DISCUSSION/ACTION

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

That the City Council and the Ontario Public Financing Authority take the following actions:

A. City Council consider and adopt a Resolution making a declaration of intent to issue tax-exempt obligations for the City's water system;
B. City Council consider and adopt a Resolution authorizing the execution and delivery of an Installment Purchase Agreement for the purpose of causing the issuance of Water Revenue Bonds, Series 2024, in an aggregate principal amount of not to exceed $50 million to finance certain improvements to the City's water system;
C. Ontario Public Financing Authority consider and adopt a Resolution approving the sale of the Water Revenue Bonds, Series 2024A, in an aggregate principal amount of not to exceed $50 million in connection with the financing of certain improvements to the City's water system.
D. Approve the forms of the Indenture of Trust, the Bond Purchase Agreement, the Continuing Disclosure Certificate, the Installment Purchase Agreement, and the Preliminary Official Statement;
E. Authorize the execution of the Indenture of Trust, the Bond Purchase Agreement, the Continuing Disclosure Certificate, the Installment Purchase Agreement, a deemed final certification in connection with the Preliminary Official Statement, a final Official

Statement and other documents in connection with the issuance of the bonds by the City Manager or the other specified authorized officers; and

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, REGARDING ITS INTENTION TO ISSUE TAX-EXEMPT OBLIGATIONS FOR ITS WATER SYSTEM.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING THE EXECUTION AND DELIVERY OF AN INSTALLMENT PURCHASE AGREEMENT FOR THE PURPOSE OF CAUSING THE ISSUANCE OF NOT TO EXCEED $50,000,000 AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2024A AND APPROVING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH AND CERTAIN OTHER MATTERS.

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

ATTACHMENT: 2024 Water Revenue Bonds Declaring Intention to Issue Bonds 01^RESO^RM.docx
ATTACHMENT: 2024 Water Revenue Bonds Approval of Installment Purchase Agreement 02^RESO^RM.docx
ATTACHMENT: 2024 Water Revenue Bonds Approval to Issue Water Revenue Bonds OPFA 03^RESO^RM.docx
ATTACHMENT: 2024 Water Revenue Bonds^04 Indenture of Trust.pdf
ATTACHMENT: 2024 Water Revenue Bonds^05 Bond Purchase Agreement.pdf
ATTACHMENT: 2024 Water Revenue Bonds^06 Continuing Disclosure Certificate.pdf
ATTACHMENT: 2024 Water Revenue Bonds^07 Installment Purchase Agreement.pdf
ATTACHMENT: 2024 Water Revenue Bonds^08 Preliminary Official Statement.pdf

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

That the City Council consider and:

A. Approve the Joint Exercise of Powers Agreement establishing the West-End Animal Services Agency (Agency) and authorize the City Manager to execute the Agreement on behalf of the City;
B. Appoint two Councilmembers to serve as Directors, and one Councilmember as an Alternate, to serve on the Agency's Board of Directors;
C. Authorize the City of Ontario to serve as the Agency's Interim Administrator and to provide administrative services to the Agency, including a Treasurer/Auditor-Controller and Secretary, and authorize the City Manager to execute an Agreement or other instrument establishing the cost of providing the administrative services;
D. Authorize the City Manager to take all other actions and execute all other documents or

appropriate to carry out the terms of the Agreement and the City's role as Interim Administrator.

ATTACHMENT: JPA Agreement - Animal Services FINAL.doc

STAFF MATTERS

City Manager Ochoa

COUNCIL MATTERS

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

ADJOURNMENT

CITY OF ONTARIO *Agenda Report* **July 16, 2024**	**SECTION:** **SPECIAL CEREMONIES**
Department: Recreation & Community Services Prepared By: Danielle Guevara Staff Member Presenting: Nicholas S. Gonzalez, Recreation & Community Services Director Reviewed By: Lacey A Rightmer Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No:

SUBJECT: PROCLAMATION OF JULY 2024 AS PARKS AND RECREATION MONTH

RECOMMENDATION: That the City Council proclaim the month of July 2024 as Parks and Recreation Month in the City of Ontario.

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

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

BACKGROUND & ANALYSIS: Since 1985, the National Recreation and Park Association (NRPA) has recognized July as Parks and Recreation Month. To commemorate, organizations and individuals alike celebrate and promote the impact local parks and recreation centers have on their communities. This month serves as an opportunity to encourage residents to explore local parks and enjoy outdoor activities. This year's NRPA theme, "Where You Belong," celebrates the many ways parks and recreation professionals across the country foster a sense of belonging in their community by providing welcoming and inclusive programs, essential services for all ages and abilities, and safe, accessible spaces to build meaningful connections. This month, the Recreation & Community Services Department will use social media to showcase various recreational programs that build a strong, vibrant, and more resilient community. This showcase will feature interviews with community members who have participated in these programs and describe how parks and recreation have enriched their lives and community. The City operates seven community centers; in the past year, 530,000 participants have visited a community center, 310,000 participants have visited a park, and 720,000 participants participated in our programs. Residents can learn more about recreational programs, classes, activities, and special events by visiting www.OntarioCA.gov/Recreation or by contacting the Recreation & Community Services Department directly at (909) 395-2020.

This Parks and Recreation Month let's unite and uplift the many reasons why local parks and recreation truly embody the essence of belonging. Together, we can demonstrate why these spaces are "*Where You Belong*."

The Recreation & Parks Commission met on June 24, 2024, and voted 7-0 to recommend this proclamation to City Council.

PROCLAMATION OF JULY 2024
AS PARKS AND RECREATION MONTH

WHEREAS, parks and recreation programs are an integral part of communities throughout this country, including the City of Ontario, California; and

WHEREAS, parks and recreation promote health and wellness, improving the physical and mental health of people who live near parks; and

WHEREAS, parks and recreation promote time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimer's; and

WHEREAS, parks and recreation encourage physical activities by providing space for popular sports, trails, swimming pools and many other activities designed to promote active lifestyles; and

WHEREAS, parks and recreation programming and education activities, such as after school programming, youth sports and environmental education, are critical to childhood development; and

WHEREAS, parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS, parks and recreation programs increases a community' s economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, parks and recreation are fundamental to the environmental well-being of our community; and

WHEREAS, parks and recreation is essential and adaptable infrastructure that makes our communities resilient in the face of natural disasters and climate change; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, the U. S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS, the City of Ontario, California recognizes the benefits derived from parks and recreation resources.

NOW THEREFORE, the City of Ontario, its City Council and staff members do declare the month of July 2024 as **PARKS AND RECREATION MONTH**.

ONTARIO SPECIAL CITY COUNCIL/
HOUSING AUTHORITY
MEETING MINUTES
JUNE 17, 2024
(Not Official Until Approved)

JOINT MEETINGS

The special meetings of the Ontario City Council and the Housing Authority were held on Tuesday, June 17, 2024 at Community Conference Rooms 1 and 2, Ontario City Hall, 303 E. B Street Ontario, California.

OPEN MEETING CALLED TO ORDER

Mayor Leon called the joint meetings to order at 9:00 a.m.

ROLL CALL

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

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

INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

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

OPEN MEETING CALLED TO ORDER

Mayor Leon began the special meetings at 9:04 a.m. for the regular session.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Bowman.

PUBLIC COMMENTS

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

Mayor Leon called upon the first speaker:

Chris Robles, regarding an open invitation regarding an upcoming Toast Masters event and concerns over the special meeting's venue.

AGENDA REVIEW/ANNOUNCEMENTS

City Manager Ochoa made no announcements.

CONSENT CALENDAR

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

1. A MUNICIPAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND THE ONTARIO INTERNATIONAL AIRPORT AUTHORITY

The City Council authorized the City Manager, or his designee, to execute a Municipal Services Agreement (Agreement) between the City of Ontario and the Ontario International Airport Authority (OIAA) to provide municipal services with the option to extend the Agreement for up to two successive one-year periods.

PUBLIC HEARINGS

2. A RESOLUTION ADOPTING UPDATES TO THE CITYWIDE FEE SCHEDULE ESTABLISHING AND AMENDING CERTAIN SERVICE AND DEVELOPMENT-RELATED FEES FOR CITY SERVICES

The City Council adopted a Resolution to approve the City of Ontario Fiscal Year 2024-25 Proposed Citywide Fee Schedule Updates (Exhibit "A" of the Resolution) in order to establish and amend certain charges for services and development-related fees for City services

RESOLUTION NO. 2024-047 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADOPTING UPDATES TO THE CITYWIDE FEE SCHEDULE ESTABLISHING AND AMENDING CERTAIN SERVICE AND DEVELOPMENT-RELATED FEES FOR CITY SERVICES.

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

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

Council Member Wapner expressed his concerns regarding water connection fees and fees to use Ontario Town Square.

City Manager addressed Council Member Wapner’s concerns and recommended to bring back alternative solutions.

Mayor pro Tem Porada expressed her concerns involving Ontario Town Square.

Mayor Leon also expressed his concerns regarding Ontario Town Square and noted the need to thoroughly review each potential public use of Ontario Town Square.

MOTION: Moved by Council Member Bowman, seconded by Mayor pro Tem Porada and carried by a unanimous vote 5-0, to adopt Resolution No. 2024-047.

ADMINISTRATIVE REPORTS/DISCUSSION/ACTION

3. A RESOLUTION APPROVING THE FISCAL YEAR 2024-25 THROUGH FISCAL YEAR 2028-29 MEASURE I FIVE-YEAR CAPITAL IMPROVEMENT EXPENDITURE PLAN AND EXPENDITURE STRATEGY

The City Council adopted a Resolution approving the Fiscal Year 2024-25 through Fiscal Year 2028-29 Measure I Five-Year Capital Improvement Expenditure Plan and Expenditure Strategy.

RESOLUTION NO. 2024-048 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADOPTING THE FISCAL YEAR 2024-25 THROUGH FISCAL YEAR 2028-29 MEASURE I FIVE-YEAR CAPITAL IMPROVEMENT PLAN.

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

Council Member Wapner asked for clarification regarding capital improvement projects.

MOTION: Moved by Council Member Bowman, seconded by Council Valencia and carried by a unanimous vote 5-0, to adopt Resolution No. 2024-048.

4. FISCAL YEAR 2023-24 YEAR-END BUDGET UPDATE REPORT AND REVIEW AND ADOPTION OF THE CITY'S FISCAL YEAR 2024-25 BUDGET AND APPROVAL OF BUDGET-RELATED ACTIONS

The City Council took the following actions:

A. The City Council approved the budget adjustments and recommendations as listed in the Fiscal Year 2023-24 Year-End Budget Update Report;
B. The City Council and the Housing Authority Board adopted Resolutions establishing the appropriations limit of the City of Ontario for Fiscal Year 2024-25 and approve the operating budget, including the capital improvement program, of the City of Ontario and Ontario Housing Authority for Fiscal Year 2024-25;
C. The City Council approved the annual budget of the Ontario Convention Center for Fiscal Year 2024-25;

D. The City Council approved the annual budget of the Toyota Arena for Fiscal Year 2024-25;
E. The City Council approved the annual budget of the Whispering Lakes Golf Course for Fiscal Year 2024-25;
F. Approved the updated Travel and Expense Reimbursement Policy;
G. Approved the updated Purchasing Policies and Procedures Manual;
H. Approved the updated Debt Management Policy;
I. Approved the updated Fund Balance and Reserve Policy;
J. Approved the Salary Grade Report for Fiscal Year 2024-25; and
K. Approved the Agency Strategic Objectives (ASOs) for Fiscal Year 2024-25.

RESOLUTION NO. 2024-049 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ESTABLISHING AN APPROPRIATIONS LIMIT FOR THE CITY OF ONTARIO FOR FISCAL YEAR 2024-25.

RESOLUTION NO. 2024-050 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADOPTING THE OPERATING BUDGET OF SAID CITY FOR THE FISCAL YEAR 2024-25.

RESOLUTION NO. OHA-117 A RESOLUTION OF THE ONTARIO HOUSING AUTHORITY OF THE CITY OF ONTARIO, CALIFORNIA, ADOPTING THE OPERATING BUDGET OF SAID CITY FOR THE FISCAL YEAR 2024-25.

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

Council Member Wapner expressed his gratitude to City staff for their dedication to the community.

Council Member Wapner shared his concerns regarding a projected splash pad project.

City Staff provided an overview of the splash pad project stated the item would be brought back at a future meeting for Council consideration.

MOTION: Moved by Council Member Bowman, seconded by Council Member Valencia and carried by a unanimous vote 5-0, to adopt Resolution Nos. 2024-049, 2024-050 and OHA-117.

STAFF MATTERS:

City Manager Ochoa made no announcements.

COUNCIL MATTERS:

Council Member Wapner thanked City staff for their efforts.

Mayor pro Tem Porada expressed her gratitude to City Staff and shared her ambitions for the future of the City.

Council Member Valencia thanked City Staff and acknowledged the success of the City.

Council Member Bowman thanked City Staff.

Mayor Leon thanked City Staff and recognized the growth of the City.

ADJOURNMENT:

Mayor Leon adjourned the meetings of the Joint Agencies at 10:05 a.m.

Respectfully submitted,

_____
SHEILA MAUTZ, CITY CLERK/SECRETARY

APPROVED:

_____
PAUL S. LEON, MAYOR

CITY OF ONTARIO *Agenda Report* **July 16, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Financial Services Prepared By: Cruz Torres Staff Member Presenting: Armen Harkalyan, Executive Director of Finance Reviewed By: Claudia Hernandez, . . Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 3

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

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

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Maintain the Current High Level of Public Safety
Operate in a Businesslike Manner
Focus Resources in Ontario's Commercial and Residential Neighborhoods
Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in Ontario Ranch

FISCAL IMPACT: The proposed Fiscal Year 2024-25 total special tax revenues from community facilities districts is projected to be $35,698,590. Special tax revenues of $20,741,020 will be used for debt service for those districts which have issued bonds or will be used to acquire infrastructure once bonds are issued for those districts currently awaiting bond issuances. Special tax revenues from CFD Services districts in the amount of $14,957,570 will be used to fund City services and administrative costs. Included in the special tax revenues from bonded community facilities districts is a Direct Funding Allocation of $1,208,805 to be used to pay for future facility improvements and infrastructure replacement costs. The City must declare Direct Funding Allocations as City Facilities funds for the acquisition or construction of facilities. The Fiscal Year 2024-25 Adopted Budget includes revenues to the General Fund of $12,955,000 to pay for City services. Special tax revenues of approximately $380,000 will be included in the next quarterly budget update to account for the variance of preliminary levy estimates to the final levy amounts and revenues to the General Fund will be added to pay for City provided services.

BACKGROUND & ANALYSIS: Community Facilities Districts (CFD) generate special tax revenues to fund facilities and services within their respective districts. The facilities to be financed by the districts are as follows: street and bridge improvements; domestic and recycled water distribution

facilities; sewer collection facilities; solid waste facilities; storm drainage facilities; park and recreation facilities and equipment; aquatic facilities and equipment; fire facilities and equipment; police facilities and equipment; library facilities and equipment; fiber optic telecommunication system facilities; general governmental offices; administrative and meeting facilities; and land, rights-of-way and easements necessary for any of such facilities. The services authorized to be financed, in whole or in part, are as follows: police protection services; fire protection and suppression services; ambulance and paramedic services; maintenance and lighting of parks, parkways, streets, roads, and open space; flood and storm drain protection services; and maintenance and operation of any real property or tangible property with an estimated useful life of five or more years that is owned by the City.

The City's CFD Consultant, Goodwin Consulting Group, has prepared the Fiscal Year 2024-25 Administrative Tax Reports which include a description of each community facilities district, the basis for the annual levy, and the eligible uses for district special tax revenues. Each district's report is on file in the Records Management Department.

Summaries of the proposed annual tax rates for Fiscal Year 2024-25 and the assessed rates for Fiscal Year 2023-24 can be found in the attached Annual Tax Levy Tables, Exhibits A through G. In addition, where applicable, the maximum rate that can be legally levied is indicated next to the proposed rate for Fiscal Year 2024-25. Furthermore, the Ontario Ranch Direct Funding Allocation to the City Facilities fund from bonded CFDs declared for Fiscal Year 2024-25 is shown in Exhibit H.

For Community Facilities Districts within the Old Model Colony, staff proposes a level tax rate equal to the rates levied in Fiscal Year 2023-24 to lessen the tax burden to the landowners within those districts. For Ontario Ranch, due to the rapid development, staff recommends a five percent rate reduction for Fiscal Year 2024-25 from the rates levied in Fiscal Year 2023-24 to residential and non-residential districts. Some districts for which bonds will be or have been issued to acquire public infrastructure and facilities, will see increases in the total levy collected from all homes in the district. Minor increases are attributable to increases in the levy required to fund each district's annual debt service used to pay for the improvements; however, large increases in the total levy collected from such districts are attributable to new home starts for those districts. The details for each of these levies, which vary by residential floor area (square footage), can be found within each district's Administrative Tax Report and are identified for each parcel number within the district. The adoption of a Resolution for each of the above, named districts by the City Council is required annually to establish the special tax rates to be levied.

Exhibit A Annual Tax Levy Table

City of Ontario
Old Model Colony Community Facilities District - Bonded
Fiscal Year 2024-25 Special Tax Levy Summary

CFD No.	Land Use	Number of Parcels	Number of Sq. Ft	FY 2023-24 Tax Rates	FY 2024-25 Maximum Tax Rates	FY 2024-25 Proposed Tax Rates	FY 2024-25 Special Tax Levy
13	Industrial Property	6	1,936,142	$0.155029 per Sq. Ft.	$0.211100 per Sq. Ft.	$0.155029 per Sq. Ft.	$300,158.78
13	Commercial Property	1	N/A	$8,280.23 per Parcel	$11,275.00 per Parcel	$8,280.23 per Parcel	$8,280.23
Total Fiscal Year 2024-25 Special Tax Levy							**$308,439.01**

Goodwin Consulting Group, Inc.

Exhibit B Annual Tax Levy Table

City of Ontario
Old Model Colony Community Facilities Districts - Services
Fiscal Year 2024-25 Special Tax Levy Summary

CFD No.	Land Use	Number of Units / Acres	FY 2023-24 Tax Rates	FY 2024-25 Maximum Tax Rates	FY 2024-25 Proposed Tax Rates	FY 2024-25 Special Tax Levy
10	Taxable Property	25.01 Acre	$488.61 per Acre	$797.82 per Acre	$488.61 per Acre	$12,221.21
20	Taxable Property	16.28 Acre	$2,028.53 per Acre	$9,532.23 per Acre	$2,028.53 per Acre	$33,024.44
21	Detached Property	150 Unit	$248.78 per Unit	$303.30 per Unit	$248.78 per Unit	$37,317.00
21	Attached Property	152 Unit	$194.82 per Unit	$237.52 per Unit	$194.82 per Unit	$29,612.64
Total Fiscal Year 2024-25 Special Tax Levy						**$112,175.29**

Goodwin Consulting Group, Inc.

Exhibit C Annual Tax Levy Table

City of Ontario
Ontario Ranch Community Facilities Districts - Services
Fiscal Year 2024-25 Special Tax Levy Summary

CFD No.		Land Use	Number of Units / Sq. Ft.		FY 2023-24 Tax Rates	FY 2024-25 Maximum Tax Rates	FY 2024-25 Proposed Tax Rates	FY 2024-25 Special Tax Levy (2)
9		Residential - Tax Zone 1	273	per Unit	$1,443.71 per Unit	$1,668.88 per Unit	$1,371.52 per Unit	$374,424.96
9		Residential - Tax Zone 2	201	per Unit	$1,130.52 per Unit	$1,306.84 per Unit	$1,073.99 per Unit	$215,871.99
19		Single Family Detached	461	per Unit	$1,443.71 per Unit	$1,501.46 per Unit	$1,371.52 per Unit	$632,270.72
23		Single Family Detached	1,354	per Unit	$1,443.71 per Unit	$1,501.46 per Unit	$1,371.52 per Unit	$1,857,038.08
23		Multiple Family	18	per Unit	$1,251.14 per Unit	$1,301.19 per Unit	$1,188.58 per Unit	$21,394.44
27		Single Family Detached	994	per Unit	$1,443.71 per Unit	$1,501.46 per Unit	$1,371.52 per Unit	$1,363,290.88
27		Multiple Family	1,060	per Unit	$1,251.15 per Unit	$1,301.20 per Unit	$1,188.58 per Unit	$1,259,894.80
27		Non-Residential Property	95,600	per Sq. Ft.	$0.270700 per Sq. Ft.	$0.281500 per Sq. Ft.	$0.257100 per Sq. Ft.	$24,578.75
32		Single Family Detached	335	per Unit	$1,443.71 per Unit	$1,501.46 per Unit	$1,371.52 per Unit	$459,459.20
37		Single Family Detached	330	per Unit	$1,443.71 per Unit	$1,501.46 per Unit	$1,371.52 per Unit	$452,601.60
44		Single Family Detached	564	per Unit	$1,443.71 per Unit	$1,501.45 per Unit	$1,371.52 per Unit	$773,537.28
44		Multiple Family	126	per Unit	$1,251.45 per Unit	$1,301.51 per Unit	$1,188.88 per Unit	$149,798.88
47		Non-Residential Property	1,289,292	per Sq. Ft.	$0.263269 per Sq. Ft.	$0.273800 per Sq. Ft.	$0.250105 per Sq. Ft.	$322,458.95
48		Single Family	432	per Unit	$1,443.71 per Unit	$1,501.46 per Unit	$1,371.52 per Unit	$592,496.64
49		Single Family Detached	176	per Unit	$1,443.71 per Unit	$1,501.46 per Unit	$1,371.52 per Unit	$241,387.52
50		Non-Residential Property	1,197,794	per Sq. Ft.	$0.263269 per Sq. Ft.	$0.273800 per Sq. Ft.	$0.250105 per Sq. Ft.	$299,574.78
51		Non-Residential Property	2,540,914	per Sq. Ft.	$0.263269 per Sq. Ft.	$0.273800 per Sq. Ft.	$0.250105 per Sq. Ft.	$635,496.41
58		Non-Residential Property	1,685,500	per Sq. Ft.	$0.263269 per Sq. Ft.	$0.273800 per Sq. Ft.	$0.250105 per Sq. Ft.	$421,552.74
59		Single Family Detached	87	per Unit	$1,443.71 per Unit	$1,501.46 per Unit	$1,371.52 per Unit	$119,322.24
59		Multiple Family	137	per Unit	$1,251.48 per Unit	$1,301.54 per Unit	$1,188.90 per Unit	$162,879.30
60		Non-Residential Property	1,677,272	per Sq. Ft.	$0.263269 per Sq. Ft.	$0.273800 per Sq. Ft.	$0.250105 per Sq. Ft.	$419,494.84
61		Non-Residential Property	4,853,668	per Sq. Ft.	$0.263269 per Sq. Ft.	$0.273800 per Sq. Ft.	$0.250105 per Sq. Ft.	$1,213,928.73
62		Non-Residential Property	908,092	per Sq. Ft.	$0.263269 per Sq. Ft.	$0.273800 per Sq. Ft.	$0.250105 per Sq. Ft.	$227,118.74
68	(1)	Non-Residential Property	1,003,918	per Sq. Ft.	$0.263269 per Sq. Ft.	$0.273800 per Sq. Ft.	$0.250105 per Sq. Ft.	$251,085.35
Total Fiscal Year 2024-25 Special Tax Levy								**$12,490,957.82**

(1) Fiscal Year 2024-25 is the first year levied on the property tax bills for CFD 68. For Fiscal Year 2023-24, CFD 68 was directly billed.
(2) Due to rounding the totals may not sum.

Goodwin Consulting Group, Inc.

Exhibit D Annual Tax Levy Table

City of Ontario
Ontario Ranch Community Facilities District - Non Bonded Facilities
Fiscal Year 2024-25 Special Tax Levy Summary

CFD No. [1]	CFD Name	Number of Units / Acres	FY 2023-24 Tax Levy	FY 2024-25 Proposed Tax Levy
35	Countryside Phase 2 South - Facilities	235	$282,165.00	$901,171.00
66	Olive and Oleander Facilities	224	$409,249.00	$836,539.00
Total Fiscal Year 2024-25 Special Tax Levy				**$1,737,710.00**

[1] Bonds are anticipated to be issued during the first quarter of Fiscal Year 2024-25.

Goodwin Consulting Group, Inc.

Exhibit E Annual Tax Levy Table

City of Ontario
Ontario Ranch Community Facilities Districts - Bonded Facilities and Services
Fiscal Year 2024-25 Special Tax A Levy Summary

CFD No.		CFD Name	Number of Units / Acres	FY 2023-24 Tax A Levy	FY 2024-25 Proposed Tax A Levy
31		Carriage House / Amberly	143	$393,013.57	$393,413.41
45		Northpark and Countrysid	242	$643,729.00	$643,729.00
55		Parklane	226	$758,494.00	$758,494.00
56	(1)(2)	Parkside / La Avenida	482	$1,213,550.00	$1,533,587.00
57		Neuhouse	334	$975,150.00	$990,099.00
Total Fiscal Year 2024-25 Special Tax A Levy					**$4,319,322.41**

(1) Fiscal Year 2024-25 is the first year CFD 56 is levied as a bonded district.

(2) CFD 56 Special Tax B can only levied on Tax Zone 2.

Goodwin Consulting Group, Inc.

Exhibit E-2 Annual Tax Levy Table

City of Ontario
Ontario Ranch Community Facilities Districts - Bonded Facilities and Services
Fiscal Year 2024-25 Special Tax B Levy Summary

CFD No.	Land Use	Number of Units / Sq. Ft.	FY 2023-24 Tax B Rates	FY 2024-25 Maximum Tax B Rates [1]	FY 2024-25 Proposed Tax B Rates	FY 2024-25 Special Tax B Levy
31	Single Family Detached	143	$1,443.71 per Unit	$2,052.42 per Unit	$1,371.52 per Unit	$196,127.36
45	Single Family	242	$1,443.71 per Unit	$2,052.35 per Unit	$1,371.52 per Unit	$331,907.84
55	Single Family	226	$1,443.71 per Unit	$1,501.46 per Unit	$1,371.52 per Unit	$309,963.52
56 [2]	Single Family Detached	303	$1,443.71 per Unit	$1,501.46 per Unit	$1,371.52 per Unit	$415,570.56
57	Single Family	100	$1,443.71 per Unit	$1,501.45 per Unit	$1,371.52 per Unit	$137,152.00
57	Multiple Family	234	$1,251.14 per Unit	$1,301.19 per Unit	$1,188.58 per Unit	$278,127.72
Total Fiscal Year 2024-25 Special Tax Levy						**$1,668,849.00**

[1] According to the Rate and Method of Apportionments for both CFD 31 and CFD 45 Maximum Tax rate is increased based on the previous year's maximum tax rate. For CFDs 55, 56, and 57, the Maximum Tax rate is increased based on the previous year's actual levy amount.

[2] CFD 56 Special Tax B can only levied on Tax Zone 2.

Goodwin Consulting Group, Inc.

Exhibit F Annual Tax Levy Table

City of Ontario
Ontario Ranch Community Facilities Districts - Non-Bonded Facilities and Services
Fiscal Year 2024-25 Special Tax A Levy Summary

CFD No.	CFD Name	Number of Units / Acres	FY 2023-24 Tax A Levy	FY 2024-25 Proposed Tax A Levy
64	Sunset Ranch	434	$1,073,725.00	$1,904,474.00
65 (1)	Falloncrest	89	$0.00	$329,218.00
71 (1)	Neuhouse Phase 2	36	$0.00	$132,960.00
Total Fiscal Year 2024-25 Special Tax A Levy				**$2,366,652.00**

(1) Fiscal Year 2024-25 is the first year CFDs 65 and 71 are levied.

Goodwin Consulting Group, Inc.

Exhibit F-2 Annual Tax Levy Table

City of Ontario
Ontario Ranch Community Facilities Districts - Non-Bonded Facilities and Services
Fiscal Year 2024-25 Special Tax B Levy Summary

CFD No.	Land Use	Number of Units / Sq. Ft.		FY 2023-24 Tax B Rates	FY 2024-25 Maximum Tax B Rates	FY 2024-25 Proposed Tax B Rates	FY 2024-25 Special Tax B Levy
64	Single Family Detached	115	Unit	$1,443.71 per Unit	$1,501.46 per Unit	$1,371.52 per Unit	$157,724.80
64	Multiple Family	319	Unit	$1,251.45 per Unit	$1,301.51 per Unit	$1,188.88 per Unit	$379,252.72
65 (1)	Multiple Family	89	Unit	$0.00 per Unit	$1,301.51 per Unit	$1,188.88 per Unit	$105,810.32
71 (1)	Multiple Family	36	Unit	$0.00 per Unit	$1,301.51 per Unit	$1,188.88 per Unit	$42,799.68
Total Fiscal Year 2024-25 Special Tax Levy							**$685,587.52**

(1) Fiscal Year 2024-25 is the first year CFDs 65 and 71 are levied.

Goodwin Consulting Group, Inc.

Exhibit G Annual Tax Levy Table

City of Ontario
Ontario Ranch Community Facilities Districts - Bonded Facilities
Fiscal Year 2024-25 Special Tax Levy Summary

CFD No.	CFD Name	Number of Units	FY 2023-24 Tax Levy	FY 2024-25 Proposed Tax Levy
24	Park Place Facilities Phase 1	432	$1,079,687.72	$1,080,938.07
25	Park Place Facilities Phase II	253	$664,727.00	$664,727.00
26	Park Place Facilities Phase III	279	$681,907.00	$681,907.00
28	New Haven Facilities - Area A	336	$688,588.89	$688,588.89
30	New Haven Facilities - Area B	442	$964,420.00	$964,420.00
33	Archibald/Shaefer - Facilities	229	$501,514.00	$501,514.00
34	Countryside Phase 1 North - Facilities	226	$538,527.34	$538,527.34
38	Park & Turner NE Facilities	330	$799,856.00	$799,856.00
39	New Haven Facilities - Area C	225	$407,057.12	$409,694.66
40	Emerald Park Facilities	265	$495,707.00	$495,707.00
41	Canvas Park Facilities	536	$961,926.00	$961,926.00
42	West Haven	196	$592,078.00	$592,078.00
43	Park Place Facilities Phase IV	335	$1,093,091.00	$1,093,091.00
46	Avenue 176 Facilities	176	$545,235.00	$545,235.00
53	Tevelde Facilities	432	$1,481,365.00	$1,481,365.00
54	Esperanza Facilities	226	$469,569.00	$509,323.00
Total Fiscal Year 2024-25 Special Tax Levy				**$12,008,897.96**

Goodwin Consulting Group, Inc.

Exhibit H Allocation for Direct Funding of Facilities

City of Ontario
Ontario Ranch Community Facilities District - Bonded
Fiscal Year 2024-25 Special Tax Summary

CFD No.	CFD Name	FY 2024-25 Direct Funding Allocation
24	Park Place Facilities Phase I	$8,327.02
25	Park Place Facilities Phase II	$56,157.00
26	Park Place Facilities Phase III	$57,362.00
28	New Haven Facilities - Area A	$48,673.72
30	New Haven Facilities - Area B	$85,480.24
31	Carriage House / Amberly Lane	$4,600.00
33	Archibald/Shaefer - Facilities	$37,220.00
34	Countryside Phase 1 North - Facilities	$2,100.00
38	Park & Turner NE Facilities	$69,042.24
39	New Haven Facilities - Area C	$29,543.30
40	Emerald Park Facilities	$41,663.00
41	Canvas Park Facilities	$80,682.00
42	West Haven	$49,021.50
43	Park Place Facilities Phase IV	$93,547.00
45	Northpark and Countryside	$52,435.00
46	Avenue 176 Facilities	$41,791.00
53	Tevelde Facilities	$126,921.00
54	Esperanza Facilities	$38,954.00
55	Parklane	$66,000.00
56 [(1)]	Parkside/La Avenida	$134,530.50
57	Neuhouse	$84,755.00
Total Fiscal Year 2024-25 Special Tax Direct Funding		**$1,208,805.52**

[(1)] FY 2024-25 is the first year CFD 56 will have a Direct Funding amount.

RESOLUTION NO. _____

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

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of a special tax in a community facilities district, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the “Act”), being Chapter 2.5, Part 1, Division 2, Title 5, of the Government Code of the State of California. This Community Facilities District is designated as City of Ontario Community Facilities District No. 9 (Edenglen) (hereinafter referred to as "District"); and

WHEREAS, the City Council did, acting as the legislative body of the District, by the enactment of Ordinance No. 2860 (the "Special Tax Ordinance") as authorized by Section 53340 of the Government Code of the State of California, authorize the levy of a special tax to pay for costs and expenses related to the District, and this legislative body is desirous to establish the specific rates of the special tax to be collected for the specified Fiscal Year.

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

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amount of the special tax to be collected to pay for the costs and expenses (as defined in Section 5 below) for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates as set forth above does not exceed the amount as previously authorized by the Special Tax Ordinance of this legislative body, and is not in excess of that as previously approved by the qualified electors of the District.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the special tax for the above specified Fiscal Year and the amount of the special tax to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. That the proceeds of the special tax shall be used only to pay the following costs and expenses:

(a) Costs of providing services authorized to be financed by the District;

(b) Costs incurred by the District and the City in the annual levy and collection of the special taxes;

(c) Administrative costs of the District; and

(d) Any incidental expenses authorized to be financed by the District.

SECTION 6. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax.

SECTION 7. All monies above collected shall be paid into the Community Facilities District No. 9 Fund.

SECTION 8. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 9 Special Tax," or by any other suitable designation, the installment of the special tax.

SECTION 9. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 10. This legislative body hereby certifies that the levy of the special tax was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 16th day of July 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 9
(EDENGLEN)

SPECIAL TAX RATES
FOR FISCAL YEAR 2024-25

Land Use	FY 2024-25 Tax Rates
Residential Property:	
Tax Zone 1	$1,371.52 per Unit
Tax Zone 2	$1,073.99 per Unit
Non-Residential Property	$0.265456 per Sq. Ft.

RESOLUTION NO. _____

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

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of a special tax in a community facilities district, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the “Act”), being Chapter 2.5, Part 1, Division 2, Title 5, of the Government Code of the State of California. This Community Facilities District is designated as “Community Facilities District No. 10 of the City of Ontario (Ontario Airport Towers)” (hereinafter referred to as "District"); and

WHEREAS, the City Council did, acting as the legislative body of the District, by the enactment of Ordinance No. 2902 (the "Special Tax Ordinance") as authorized by Section 53340 of the Government Code of the State of California, authorize the levy of a services special tax (the “Services Special Tax”) and a facilities special tax (the “Facilities Special Tax”) to pay for costs and expenses related to the District, and this legislative body is desirous to establish the specific rate of the Services Special Tax to be collected for the specified Fiscal Year.

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

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rate and amount of the Services Special Tax to be collected to pay for the costs and expenses (as defined in Section 5 below) for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rate as set forth above does not exceed the amount as previously authorized by Ordinance of this legislative body and is not in excess of that as previously approved by the qualified electors of the District.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution together with a list of all parcels subject to the Services Special Tax for the above specified Fiscal Year and the amount of the special tax to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. That the proceeds of the special tax shall be used only to pay the following costs and expenses:

(a) police protection services, fire protection and rescue services and parkway and open space maintenance services (the "Services"); and

(b) all costs related to financing and administering the Services, the determination of the amount of special taxes to be levied and costs otherwise incurred in order to carry out the authorized purposes of the District and administering the District (the "Services Incidental Expenses").

SECTION 6. The Services Special Tax shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said Services Special Tax.

SECTION 7. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 10 Special Tax," or by any other suitable designation, the installment of the Services Special Tax.

SECTION 8. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such Services Special Tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 9. This legislative body hereby certifies that the levy of the Services Special Tax was authorized in accordance with the provisions of the Act and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 16th day of July 2024.

_____

PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 10
(ONTARIO AIRPORT TOWERS)

SPECIAL TAX RATE
FOR FISCAL YEAR 2024-25

All Assessor's Parcels of Taxable Property within Community Facilities District No. 10 shall be taxed at the following special tax rate pursuant to the Rate and Method of Apportionment of Special tax, as amended:

Land Use	FY 2024-25 Tax Rates
Taxable Property	$488.61 Per Acre

Assessor's Parcel, Acre and Taxable Property shall all have the meanings as defined in the Rate and Method of Apportionment of Special tax, as amended.

RESOLUTION NO. _____

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

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of a special tax in a community facilities district, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the “Act”), being Chapter 2.5, Part 1, Division 2, Title 5, of the Government Code of the State of California. This Community Facilities District is designated as “Community Facilities District No. 13 of the City of Ontario (California Commerce Center - Phase IV)” (hereinafter referred to as "District"); and

WHEREAS, the City Council did, acting as the legislative body of the District, by the enactment of Ordinance No. 2893 (the "Special Tax Ordinance") as authorized by Section 53340 of the Government Code of the State of California, authorize the levy of a special tax to pay for costs and expenses related to the District, and this legislative body is desirous to establish the specific rates of the special tax to be collected for the specified Fiscal Year.

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

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amount of the special tax to be collected to pay for the costs and expenses (as defined in Section 5 below) for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates as set forth above do not exceed the amount as previously authorized by Ordinance of this legislative body, and is not in excess of that as previously approved by the qualified electors of the District.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution together with a list of all parcels subject to the special tax for the above specified Fiscal Year and the amount of the special tax to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. That the proceeds of the special tax shall be used only to pay the following costs and expenses:

(a) Debt service on all bonds or other indebtedness issued to finance those facilities and incidental expenses authorized to be financed by the District (including the costs of any credit enhancement);

(b) Costs of those facilities authorized to be financed by the District;

(c) Costs incurred by the District and the City in the annual levy and collection of the special taxes;

(d) Administrative costs of the District; and

(e) Any amounts required to replenish any reserve funds established in association with bonds issued to finance those facilities and incidental expenses authorized to be financed by the District.

SECTION 6. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax.

SECTION 7. All monies above collected shall be paid into a Special Tax Fund created and established in connection with the issuance of bonds by the District.

SECTION 8. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 13 Special Tax," or by any other suitable designation, the installment of the special tax.

SECTION 9. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 10. This legislative body hereby certifies that the levy of the special tax was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 16th day of July 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 13
(CALIFORNIA COMMERCE CENTER - PHASE IV)

SPECIAL TAX RATES
FOR FISCAL YEAR 2024-25

Land Use	FY 2024-25 Tax Rates
Taxable Property:	
Industrial Property	$0.155029 per Sq. Ft.
Commercial Property	$8,280.23 per Parcel

RESOLUTION NO. _____

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

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of a special tax in a community facilities district, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the “Act”), being Chapter 2.5, Part 1, Division 2, Title 5, of the Government Code of the State of California. This Community Facilities District is designated as City of Ontario Community Facilities District No. 19 (Countryside Phase 1 - Services) (hereinafter referred to as "District"); and

WHEREAS, the City Council did, acting as the legislative body of the District, by the enactment of Ordinance No. 3007 (the "Special Tax Ordinance") as authorized by Section 53340 of the Government Code of the State of California, authorize the levy of a special tax to pay for costs and expenses related to the District, and this legislative body is desirous to establish the specific rates of the special tax to be collected for the specified Fiscal Year.

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

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amount of the special tax to be collected to pay for the costs and expenses (as defined in Section 5 below) for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates as set forth above does not exceed the amount as previously authorized by the Special Tax Ordinance of this legislative body, and is not in excess of that as previously approved by the qualified electors of the District.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the special tax for the above specified Fiscal Year and the amount of the special tax to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. That the proceeds of the special tax shall be used only to pay the

following costs and expenses:

(a) Costs of providing services authorized to be financed by the District;

(b) Costs incurred by the District and the City in the annual levy and collection of the special taxes;

(c) Administrative costs of the District; and

(d) Any incidental expenses authorized to be financed by the District.

SECTION 6. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax.

SECTION 7. All monies above collected shall be paid into the Community Facilities District No. 19 Fund.

SECTION 8. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 19 Special Tax," or by any other suitable designation, the installment of the special tax.

SECTION 9. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 10. This legislative body hereby certifies that the levy of the special tax was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 16th day of July 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"
CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 19
(COUNTRYSIDE PHASE 1 - SERVICES)

SPECIAL TAX RATES
FOR FISCAL YEAR 2024-25

Land Use	FY 2024-25 Tax Rates
Residential Property:	
Single Family Detached	$1,371.52 per Unit
Multiple Family	$1,188.58 per Unit
Gated Apartment Community	$996.75 per Unit
Non-Residential Property	$0.257100 per Sq. Ft.

RESOLUTION NO. _____

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

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of a special tax in a community facilities district, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1882" (the “Act”), being Chapter 2.5, Part 1, Division 2, Title 5, of the Government Code of the State of California. This Community Facilities District is designated as “Community Facilities District No. 20 of the City of Ontario (Wal-Mart)” (hereinafter referred to as "District"); and

WHEREAS, the City Council did, acting as the legislative body of the District, by the enactment of Ordinance No. 2963 (the "Special Tax Ordinance") as authorized by Section 53340 of the Government Code of the State of California, authorize the levy of a services special tax (the “Services Special Tax”) and a facilities special tax (the “Facilities Special Tax”) to pay for costs and expenses related to the District, and this legislative body is desirous to establish the specific rate of the Services Special Tax to be collected for the specified Fiscal Year.

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

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rate and amount of the Services Special Tax to be collected to pay for the Costs and Expenses (as defined in Section 5 below) for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rate as set forth above does not exceed the amount as previously authorized by Ordinance of this legislative body, and is not in excess of that as previously approved by the qualified electors of the District.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution together with a list of all parcels subject to the Services Special Tax for the above specified Fiscal Year and the amount of the special tax to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. That the proceeds of the special tax shall be used only to pay the following costs and expenses:

(a) the lighting, operating, maintaining, improving and servicing of the public street lights and appurtenances benefiting the properties within the District, the maintaining improving and servicing of the landscaping and appurtenances of the raised, landscaped median to be constructed by the landowner on the west side of Mountain Avenue between 5th Street and 6th Street (the "Services"); and

(b) all costs related to financing and administering the Services, the determination of the amount of special taxes to be levied and costs otherwise incurred in order to carry out the authorized purposes of the District and administering the District (the "Services Incidental Expenses").

SECTION 6. The Services Special Tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said Services Special Tax.

SECTION 7. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 20 Special Tax," or by any other suitable designation, the installment of the Services Special Tax.

SECTION 8. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such Services Special Tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 9. This legislative body hereby certifies that the levy of the Services Special Tax was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 16th day of July 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 20
(WAL-MART)

SPECIAL TAX RATE
FOR FISCAL YEAR 2024-25

Land Use	FY 2024-25 Tax Rates
Taxable Property	$2,028.53 Per Acre

RESOLUTION NO. _____

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

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of a special tax in a community facilities district, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the “Act”), being Chapter 2.5, Part 1, Division 2, Title 5, of the Government Code of the State of California. This Community Facilities District is designated as City of Ontario Community Facilities District No. 21 (Parkside) (hereinafter referred to as "District"); and

WHEREAS, the City Council did, acting as the legislative body of the District, by the enactment of Ordinance No. 2966 (the "Special Tax Ordinance") as authorized by Section 53340 of the Government Code of the State of California, authorize the levy of a special tax to pay for costs and expenses related to the District, and this legislative body is desirous to establish the specific rates of the special tax to be collected for the specified Fiscal Year.

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

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates of the special tax to be collected to pay for the costs and expenses (as defined in Section 5 below) for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates as set forth above does not exceed the amount as previously authorized by the Special Tax Ordinance of this legislative body, and is not in excess of that as previously approved by the qualified electors of the District.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the special tax for the above specified Fiscal Year and the amount of the special tax to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. That the proceeds of the special tax shall be used only to pay the

following costs and expenses:

(a) Costs of providing services authorized to be financed by the District;

(b) Costs incurred by the District and the City in the annual levy and collection of the special taxes;

(c) Administrative costs of the District; and

(d) Any incidental expenses authorized to be financed by the District.

SECTION 6. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax.

SECTION 7. All monies above collected shall be paid into the Community Facilities District No. 21 Fund.

SECTION 8. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 21 Special Tax," or by any other suitable designation, the installment of the special tax.

SECTION 9. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 10. This legislative body hereby certifies that the levy of the special tax was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 16th day of July 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 21 (PARKSIDE)

SPECIAL TAX RATES
FOR FISCAL YEAR 2024-25

Land Use	FY 2024-25 Tax Rates
Detached Property	$248.78 Per Unit
Attached Property	$194.82 Per Unit

RESOLUTION NO. _____

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

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of a special tax in a community facilities district, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the “Act”), being Chapter 2.5, Part 1, Division 2, Title 5, of the Government Code of the State of California. This Community Facilities District is designated as City of Ontario Community Facilities District No. 23 (Park Place Services) (hereinafter referred to as "District"); and

WHEREAS, the City Council did, acting as the legislative body of the District, by the enactment of Ordinance No. 2988 and Ordinance No. 3087 (together, the “Special Tax Ordinance”) as authorized by Section 53340 of the Government Code of the State of California, authorize the levy of a special tax to pay for costs and expenses related to the District, and this legislative body is desirous to establish the specific rates of the special tax to be collected for the specified Fiscal Year.

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

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amount of the special tax to be collected to pay for the costs and expenses (as defined in Section 5 below) for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates as set forth above does not exceed the amount as previously authorized by the Special Tax Ordinance of this legislative body, and is not in excess of that as previously approved by the qualified electors of the District.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the special tax for the above specified Fiscal Year and the amount of the special tax to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. That the proceeds of the special tax shall be used only to pay the following costs and expenses:

(a) Costs of providing services authorized to be financed by the District;

(b) Costs incurred by the District and the City in the annual levy and collection of the special taxes;

(c) Administrative costs of the District; and

(d) Any incidental expenses authorized to be financed by the District.

SECTION 6. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax.

SECTION 7. All monies above collected shall be paid into the Community Facilities District No. 23 Fund.

SECTION 8. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 23 Special Tax," or by any other suitable designation, the installment of the special tax.

SECTION 9. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 10. This legislative body hereby certifies that the levy of the special tax was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 16th day of July 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 23
(PARK PLACE SERVICES)

SPECIAL TAX RATES
FOR FISCAL YEAR 2024-25

Land Use	FY 2024-25 Tax Rates
Residential Property:	
Single Family Detached	$1,371.52 per Unit
Multiple Family	$1,188.58 per Unit
Gated Apartment Community	$996.75 per Unit
Non-Residential Property	$0.257100 per Sq. Ft.

RESOLUTION NO. _____

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

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of special taxes (the "Special Taxes") in the City of Ontario Community Facilities District No. 24 (Park Place Facilities Phase 1) (the "District"), all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the "Act"), being Chapter 2.5, Part 1, Division 2, Title 5, of the California Government Code; and

WHEREAS, the City Council did, by the enactment of Ordinance No. 3002 (the "Special Tax Ordinance") as authorized by Section 53340 of the Act, authorize the levy of the Special Taxes to pay the costs of providing the Facilities and Services and incidental expenses (as such terms are defined in the Special Tax Ordinance), and the City Council is desirous to establish the specific rates of the Special Taxes to be collected for the specified Fiscal Year and the portion thereof to be applied to each of the costs of providing the Facilities and incidental expenses and the costs of providing the Services.

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

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amounts of the Special Taxes to be collected for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates of the Special Taxes as set forth above do not exceed the rates previously approved by the qualified electors of the District and authorized by the Special Tax Ordinance.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the Special Taxes for the above specified Fiscal Year and the amount of the Special Taxes to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. The portion of the Special Taxes to be collected for the referenced Fiscal Year (a) to pay the costs of providing the Facilities and incidental

expenses shall be 100% of the rates and amounts of the Special Taxes to be collected for such Fiscal Year as set forth in the attached Exhibit "A", and (b) to pay the costs of providing the Services shall be 0% of the rates and amounts of the Special Taxes to be collected for such Fiscal Year as set forth in the attached Exhibit "A".

SECTION 6. The proceeds of the Special Taxes collected to pay the costs of providing the Facilities and incidental expenses shall be used only to:

(a) pay debt service on all outstanding bonds or other debt (as defined in Section 53317(d) of the Act) issued by the District under the Act and payable from the Special Taxes (the "Bonds");

(b) pay periodic costs on the Bonds, including, but not limited to, credit enhancement and rebate payments on the Bonds;

(c) pay administrative expenses (including costs incurred by the District and the City in the annual levy and collection of the Special Taxes);

(d) provide any amounts required to establish or replenish any reserve fund for the Bonds; and

(e) pay directly for acquisition or construction of Facilities.

SECTION 7. The proceeds of the Special Taxes collected to pay the costs of providing the Services shall be used only to pay the costs of providing such Services.

SECTION 8. The Special Taxes shall be collected in the same manner as ordinary *ad valorem* property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for *ad valorem* taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any Special Taxes.

SECTION 9. All Special Taxes collected to provide costs of providing the Facilities and incidental expenses shall be deposited in the Special Tax Fund of the District. All Special Taxes collected to provide costs of providing the Services shall be deposited in the Government Fund.

SECTION 10. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 24 Special Tax," or by any other suitable designation, the installment of the Special Taxes.

SECTION 11. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 12. The City Council hereby certifies that the levy of the Special Taxes was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 16th day of July 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, California, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 24
(PARK PLACE FACILITIES PHASE 1)

SPECIAL TAX RATES
FOR FISCAL YEAR 2024-25

Land Use	Residential Floor Area (Sq. Ft.)	FY 2024-25 Tax Rates
Developed Property:		
Residential Property	<1,601	$1,590.13 per Unit
Residential Property	1,601-1,700	$1,686.67 per Unit
Residential Property	1,701-1,800	$1,767.43 per Unit
Residential Property	1,801-1,900	$1,843.55 per Unit
Residential Property	1,901-2,000	$1,948.45 per Unit
Residential Property	2,001-2,100	$1,955.87 per Unit
Residential Property	2,101-2,200	$2,050.56 per Unit
Residential Property	2,201-2,300	$2,113.68 per Unit
Residential Property	2,301-2,400	$2,214.86 per Unit
Residential Property	2,401-2,500	$2,283.55 per Unit
Residential Property	2,501-2,600	$2,386.59 per Unit
Residential Property	2,601-2,700	$2,488.70 per Unit
Residential Property	2,701-2,800	$2,533.26 per Unit
Residential Property	2,801-2,900	$2,583.38 per Unit
Residential Property	2,901-3,000	$2,668.79 per Unit
Residential Property	3,001-3,100	$2,787.60 per Unit
Residential Property	3,101-3,200	$2,888.79 per Unit
Residential Property	3,201-3,300	$2,899.93 per Unit
Residential Property	3,301-3,400	$2,975.12 per Unit
Residential Property	3,401-3,500	$3,064.23 per Unit
Residential Property	3,501-3,600	$3,179.34 per Unit
Residential Property	3,601-3,700	$3,209.97 per Unit
Residential Property	3,701-3,800	$3,287.94 per Unit
Residential Property	3,801-3,900	$3,366.85 per Unit
Residential Property	3,901-4,000	$3,509.80 per Unit
Residential Property	>4,000	$3,522.80 per Unit

	Tract No.	
Non-Residential Property	18075	$28,074.69 per Acre
Non-Residential Property	18076	$26,360.17 per Acre
Non-Residential Property	18077	$21,233.32 per Acre
Non-Residential Property	18078	$24,271.56 per Acre
Non-Residential Property	18079	$27,691.31 per Acre
Non-Residential Property	18080	$28,609.38 per Acre
Non-Residential Property	18913-1	$32,155.38 per Acre
Non-Residential Property	18945	$32,155.38 per Acre
Final Mapped Property	18075	$0.00 per Acre
Final Mapped Property	18076	$0.00 per Acre
Final Mapped Property	18077	$0.00 per Acre
Final Mapped Property	18078	$0.00 per Acre
Final Mapped Property	18079	$0.00 per Acre
Final Mapped Property	18080	$0.00 per Acre
Final Mapped Property	18945	$0.00 per Acre
Undeveloped Property	18075	$0.00 per Acre
Undeveloped Property	18076	$0.00 per Acre
Undeveloped Property	18077	$0.00 per Acre
Undeveloped Property	18078	$0.00 per Acre
Undeveloped Property	18079	$0.00 per Acre
Undeveloped Property	18080	$0.00 per Acre
Undeveloped Property	18945	$0.00 per Acre

RESOLUTION NO. _____

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

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of special taxes (the "Special Taxes") in the City of Ontario Community Facilities District No. 25 (Park Place Facilities Phase II) (the "District"), all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the "Act"), being Chapter 2.5, Part 1, Division 2, Title 5, of the California Government Code; and

WHEREAS, the City Council did, by the enactment of Ordinance No. 3067 (the "Special Tax Ordinance") as authorized by Section 53340 of the Act, authorize the levy of the Special Taxes to pay the costs of providing the Facilities and Services and incidental expenses (as such terms are defined in the Special Tax Ordinance), and the City Council is desirous to establish the specific rates of the Special Taxes to be collected for the specified Fiscal Year and the portion thereof to be applied to each of the costs of providing the Facilities and incidental expenses and the costs of providing the Services.

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

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amounts of the Special Taxes to be collected for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates of the Special Taxes as set forth above do not exceed the rates previously approved by the qualified electors of the District and authorized by the Special Tax Ordinance.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the Special Taxes for the above specified Fiscal Year and the amount of the Special Taxes to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. The portion of the Special Taxes to be collected for the referenced Fiscal Year (a) to pay the costs of providing the Facilities and incidental

expenses shall be 100% of the rates and amounts of the Special Taxes to be collected for such Fiscal Year as set forth in the attached Exhibit "A", and (b) to pay the costs of providing the Services shall be 0% of the rates and amounts of the Special Taxes to be collected for such Fiscal Year as set forth in the attached Exhibit "A".

SECTION 6. The proceeds of the Special Taxes collected to pay the costs of providing the Facilities and incidental expenses shall be used only to:

(a) pay debt service on all outstanding bonds or other debt (as defined in Section 53317(d) of the Act) issued by the District under the Act and payable from the Special Taxes (the "Bonds");

(b) pay periodic costs on the Bonds, including, but not limited to, credit enhancement and rebate payments on the Bonds;

(c) pay administrative expenses (including costs incurred by the District and the City in the annual levy and collection of the Special Taxes);

(d) provide any amounts required to establish or replenish any reserve fund for the Bonds; and

(e) pay directly for acquisition or construction of Facilities.

SECTION 7. The proceeds of the Special Taxes collected to pay the costs of providing the Services shall be used only to pay the costs of providing such Services.

SECTION 8. The Special Taxes shall be collected in the same manner as ordinary *ad valorem* property taxes are collected and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for *ad valorem* taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any Special Taxes.

SECTION 9. All Special Taxes collected to provide costs of providing the Facilities and incidental expenses shall be deposited in the Special Tax Fund of the District. All Special Taxes collected to provide costs of providing the Services shall be deposited in the Government Fund.

SECTION 10. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 25 Special Tax," or by any other suitable designation, the installment of the Special Taxes.

SECTION 11. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 12. The City Council hereby certifies that the levy of the Special Taxes was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 16th day of July 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, California, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 25
(PARK PLACE FACILITIES PHASE II)

SPECIAL TAX RATES
FOR FISCAL YEAR 2024-25

Land Use	Residential Floor Area (Sq. Ft.)	FY 2024-25 Tax Rates
Developed Property:		
Residential Property	<1,701	$1,691.00 per Unit
Residential Property	1,701-1,800	$1,806.00 per Unit
Residential Property	1,801-1,900	$1,911.00 per Unit
Residential Property	1,901-2,000	$1,999.00 per Unit
Residential Property	2,001-2,100	$2,078.00 per Unit
Residential Property	2,101-2,200	$2,297.00 per Unit
Residential Property	2,201-2,300	$2,332.00 per Unit
Residential Property	2,301-2,400	$2,442.00 per Unit
Residential Property	2,401-2,500	$2,525.00 per Unit
Residential Property	2,501-2,600	$2,586.00 per Unit
Residential Property	2,601-2,700	$2,714.00 per Unit
Residential Property	2,701-2,800	$2,732.00 per Unit
Residential Property	2,801-2,900	$2,883.00 per Unit
Residential Property	2,901-3,000	$2,885.00 per Unit
Residential Property	3,001-3,100	$2,966.00 per Unit
Residential Property	3,101-3,200	$2,999.00 per Unit
Residential Property	>3,200	$3,113.00 per Unit
	Tract No.	
Non-Residential Property	18266	$30,188.00 per Acre
Non-Residential Property	18267	$28,339.00 per Acre
Non-Residential Property	18977-78	$31,412.00 per Acre

Final Mapped Property	18266	$0.00 per Acre
Final Mapped Property	18267	$0.00 per Acre
Final Mapped Property	18977-78	$0.00 per Acre
Undeveloped Property	18266	$0.00 per Acre
Undeveloped Property	18267	$0.00 per Acre
Undeveloped Property	18977-78	$0.00 per Acre

RESOLUTION NO. _____

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

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of special taxes (the "Special Taxes") in the City of Ontario Community Facilities District No. 26 (Park Place Facilities Phase III) (the "District"), all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the "Act"), being Chapter 2.5, Part 1, Division 2, Title 5, of the California Government Code; and

WHEREAS, the City Council did, by the enactment of Ordinance No. 3088 (the "Special Tax Ordinance") as authorized by Section 53340 of the Act, authorize the levy of the Special Taxes to pay the costs of providing the Facilities and Services and incidental expenses (as such terms are defined in the Special Tax Ordinance), and the City Council is desirous to establish the specific rates of the Special Taxes to be collected for the specified Fiscal Year and the portion thereof to be applied to each of the costs of providing the Facilities and incidental expenses and the costs of providing the Services.

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

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amounts of the Special Taxes to be collected for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates of the Special Taxes as set forth above do not exceed the rates previously approved by the qualified electors of the District and authorized by the Special Tax Ordinance.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the Special Taxes for the above specified Fiscal Year and the amount of the Special Taxes to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. The portion of the Special Taxes to be collected for the referenced Fiscal Year (a) to pay the costs of providing the Facilities and incidental

expenses shall be 100% of the rates and amounts of the Special Taxes to be collected for such Fiscal Year as set forth in the attached Exhibit "A", and (b) to pay the costs of providing the Services shall be 0% of the rates and amounts of the Special Taxes to be collected for such Fiscal Year as set forth in the attached Exhibit "A".

SECTION 6. The proceeds of the Special Taxes collected to pay the costs of providing the Facilities and incidental expenses shall be used only to:

(a) pay debt service on all outstanding bonds or other debt (as defined in Section 53317(d) of the Act) issued by the District under the Act and payable from the Special Taxes (the "Bonds");

(b) pay periodic costs on the Bonds, including, but not limited to, credit enhancement and rebate payments on the Bonds;

(c) pay administrative expenses (including costs incurred by the District and the City in the annual levy and collection of the Special Taxes);

(d) provide any amounts required to establish or replenish any reserve fund for the Bonds; and

(e) pay directly for acquisition or construction of Facilities.

SECTION 7. The proceeds of the Special Taxes collected to pay the costs of providing the Services shall be used only to pay the costs of providing such Services.

SECTION 8. The Special Taxes shall be collected in the same manner as ordinary *ad valorem* property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for *ad valorem* taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any Special Taxes.

SECTION 9. All Special Taxes collected to provide costs of providing the Facilities and incidental expenses shall be deposited in the Special Tax Fund of the District. All Special Taxes collected to provide costs of providing the Services shall be deposited in the Government Fund.

SECTION 10. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 26 Special Tax," or by any other suitable designation, the installment of the Special Taxes.

SECTION 11. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 12. The City Council hereby certifies that the levy of the Special Taxes was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 16th day July, 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, California, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 26
(PARK PLACE FACILITIES PHASE III)

SPECIAL TAX RATES
FOR FISCAL YEAR 2024-25

Land Use	Residential Floor Area (Sq. Ft.)	FY 2024-25 Tax Rates
Developed Property:		
Residential Property	<1,701	$1,937.00 per Unit
Residential Property	1,701-1,800	$2,034.00 per Unit
Residential Property	1,801-1,900	$2,147.00 per Unit
Residential Property	1,901-2,000	$2,331.00 per Unit
Residential Property	2,001-2,100	$2,375.00 per Unit
Residential Property	2,101-2,200	$2,401.00 per Unit
Residential Property	2,201-2,300	$2,480.00 per Unit
Residential Property	2,301-2,400	$2,674.00 per Unit
Residential Property	2,401-2,500	$2,718.00 per Unit
Residential Property	2,501-2,600	$2,793.00 per Unit
Residential Property	2,601-2,700	$2,863.00 per Unit
Residential Property	2,701-2,800	$3,025.00 per Unit
Residential Property	2,801-2,900	$3,122.00 per Unit
Residential Property	2,901-3,000	$3,227.00 per Unit
Residential Property	3,001-3,100	$3,324.00 per Unit
Residential Property	3,101-3,200	$3,420.00 per Unit
Residential Property	>3,200	$3,517.00 per Unit
	Tract No.	
Non-Residential Property	18073	$41,577.00 per Acre
Non-Residential Property	18074	$55,099.00 per Acre
Non-Residential Property	18998	$35,217.00 per Acre
Final Mapped Property	18073	$0.00 per Acre
Final Mapped Property	18074	$0.00 per Acre
Final Mapped Property	18998	$0.00 per Acre
Undeveloped Property	18073	$0.00 per Acre
Undeveloped Property	18074	$0.00 per Acre
Undeveloped Property	18998	$0.00 per Acre

RESOLUTION NO. _____

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

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of a special tax in a community facilities district, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the “Act”), being Chapter 2.5, Part 1, Division 2, Title 5, of the Government Code of the State of California. This Community Facilities District is designated as City of Ontario Community Facilities District No. 27 (New Haven Services) (hereinafter referred to as "District"); and

WHEREAS, the City Council did, acting as the legislative body of the District, by the enactment of Ordinance No. 2993 and Ordinance No. 3119 (together, the "Special Tax Ordinance") as authorized by Section 53340 of the Government Code of the State of California, authorize the levy of a special tax to pay for costs and expenses related to the District, and this legislative body is desirous to establish the specific rates of the special tax to be collected for the specified Fiscal Year.

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

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amount of the special tax to be collected to pay for the costs and expenses (as defined in Section 5 below) for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates as set forth above does not exceed the amount as previously authorized by the Special Tax Ordinance of this legislative body, and is not in excess of that as previously approved by the qualified electors of the District.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the special tax for the above specified Fiscal Year and the amount of the special tax to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. That the proceeds of the special tax shall be used only to pay the following costs and expenses:

(a) Costs of providing services authorized to be financed by the District;

(b) Costs incurred by the District and the City in the annual levy and collection of the special taxes;

(c) Administrative costs of the District; and

(d) Any incidental expenses authorized to be financed by the District.

SECTION 6. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax.

SECTION 7. All monies above collected shall be paid into the Community Facilities District No. 27 Fund.

SECTION 8. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 27 Special Tax," or by any other suitable designation, the installment of the special tax.

SECTION 9. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 10. This legislative body hereby certifies that the levy of the special tax was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 16th day of July 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 27
(NEW HAVEN SERVICES)

SPECIAL TAX RATES
FOR FISCAL YEAR 2024-25

Land Use	FY 2024-25 Tax Rates
Residential Property:	
Single Family Detached	$1,371.52 per Unit
Multiple Family	$1,188.58 per Unit
Gated Apartment Community	$996.75 per Unit
Non-Residential Property	$0.257100 per Sq. Ft.

RESOLUTION NO. _____

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

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of special taxes (the "Special Taxes") in the City of Ontario Community Facilities District No. 28 (New Haven Facilities - Area A) (the "District"), all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the "Act"), being Chapter 2.5, Part 1, Division 2, Title 5, of the California Government Code; and

WHEREAS, the City Council did, by the enactment of Ordinance No. 3031 (the "Special Tax Ordinance") as authorized by Section 53340 of the Act, authorize the levy of the Special Taxes to pay the costs of providing the Facilities and Services and incidental expenses (as such terms are defined in the Special Tax Ordinance), and the City Council is desirous to establish the specific rates of the Special Taxes to be collected for the specified Fiscal Year and the portion thereof to be applied to each of the costs of providing the Facilities and incidental expenses and the costs of providing the Services.

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

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amounts of the Special Taxes to be collected for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates of the Special Taxes as set forth above do not exceed the rates previously approved by the qualified electors of the District and authorized by the Special Tax Ordinance.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the Special Taxes for the above specified Fiscal Year and the amount of the Special Taxes to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. The portion of the Special Taxes to be collected for the referenced Fiscal Year (a) to pay the costs of providing the Facilities and incidental

expenses shall be 100% of the rates and amounts of the Special Taxes to be collected for such Fiscal Year as set forth in the attached Exhibit "A", and (b) to pay the costs of providing the Services shall be 0% of the rates and amounts of the Special Taxes to be collected for such Fiscal Year as set forth in the attached Exhibit "A".

SECTION 6. The proceeds of the Special Taxes collected to pay the costs of providing the Facilities and incidental expenses shall be used only to:

(a) pay debt service on all outstanding bonds or other debt (as defined in Section 53317(d) of the Act) issued by the District under the Act and payable from the Special Taxes (the "Bonds");

(b) pay periodic costs on the Bonds, including, but not limited to, credit enhancement and rebate payments on the Bonds;

(c) pay administrative expenses (including costs incurred by the District and the City in the annual levy and collection of the Special Taxes);

(d) provide any amounts required to establish or replenish any reserve fund for the Bonds; and

(e) pay directly for acquisition or construction of Facilities.

SECTION 7. The proceeds of the Special Taxes collected to pay the costs of providing the Services shall be used only to pay the costs of providing such Services.

SECTION 8. The Special Taxes shall be collected in the same manner as ordinary *ad valorem* property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for *ad valorem* taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any Special Taxes.

SECTION 9. All Special Taxes collected to provide costs of providing the Facilities and incidental expenses shall be deposited in the Special Tax Fund of the District. All Special Taxes collected to provide costs of providing the Services shall be deposited in the Government Fund.

SECTION 10. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 28 Special Tax," or by any other suitable designation, the installment of the Special Taxes.

SECTION 11. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 12. The City Council hereby certifies that the levy of the Special Taxes was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 16th day of July 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, California, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 28
(NEW HAVEN FACILITIES - AREA A)

SPECIAL TAX RATES
FOR FISCAL YEAR 2024-25

Land Use	Residential Floor Area (Sq. Ft.)	FY 2024-25 Tax Rates
Developed Property:		
Single Family Detached Property	<1,701	$1,693.93 per Unit
Single Family Detached Property	1,701-1,900	$1,785.25 per Unit
Single Family Detached Property	1,901-2,100	$1,968.89 per Unit
Single Family Detached Property	2,101-2,300	$2,161.36 per Unit
Single Family Detached Property	2,301-2,500	$2,311.60 per Unit
Single Family Detached Property	2,501-2,700	$2,455.95 per Unit
Single Family Detached Property	2,701-2,900	$2,645.48 per Unit
Single Family Detached Property	2,901-3,100	$2,719.12 per Unit
Single Family Detached Property	3,101-3,300	$2,857.58 per Unit
Single Family Detached Property	3,301-3,500	$3,027.47 per Unit
Single Family Detached Property	3,501-3,700	$3,126.65 per Unit
Single Family Detached Property	3,701-3,900	$3,263.15 per Unit
Single Family Detached Property	3,901-4,100	$3,399.64 per Unit
Single Family Detached Property	4,101-4,300	$3,535.16 per Unit
Single Family Detached Property	4,301-4,500	$3,671.65 per Unit
Single Family Detached Property	4,501-4,700	$3,807.17 per Unit
Single Family Detached Property	>4,700	$3,943.66 per Unit
Single Family Attached Property	<801	$759.08 per Unit
Single Family Attached Property	801-950	$838.62 per Unit
Single Family Attached Property	951-1,100	$879.86 per Unit
Single Family Attached Property	1,101-1,300	$1,078.22 per Unit
Single Family Attached Property	1,301-1,500	$1,237.30 per Unit
Single Family Attached Property	1,501-1,700	$1,396.39 per Unit
Single Family Attached Property	1,701-1,900	$1,565.29 per Unit
Single Family Attached Property	1,901-2,100	$1,715.53 per Unit
Single Family Attached Property	2,101-2,300	$1,875.60 per Unit
Single Family Attached Property	>2,300	$2,034.68 per Unit
Other Residential Property	N/A	$32,186.61 per Acre
Non-Residential Property	N/A	$32,186.61 per Acre
Final Mapped Property	N/A	$0.00 per Acre
Undeveloped Property	N/A	$0.00 per Acre

RESOLUTION NO. _____

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

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of special taxes (the "Special Taxes") in the City of Ontario Community Facilities District No. 30 (New Haven Facilities - Area B) (the "District"), all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the "Act"), being Chapter 2.5, Part 1, Division 2, Title 5, of the California Government Code; and

WHEREAS, the City Council did, by the enactment of Ordinance No. 3057 (the "Special Tax Ordinance") as authorized by Section 53340 of the Act, authorize the levy of the Special Taxes to pay the costs of providing the Facilities and Services and incidental expenses (as such terms are defined in the Special Tax Ordinance), and the City Council is desirous to establish the specific rates of the Special Taxes to be collected for the specified Fiscal Year and the portion thereof to be applied to each of the costs of providing the Facilities and incidental expenses and the costs of providing the Services.

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

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amounts of the Special Taxes to be collected for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates of the Special Taxes as set forth above do not exceed the rates previously approved by the qualified electors of the District and authorized by the Special Tax Ordinance.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the Special Taxes for the above specified Fiscal Year and the amount of the Special Taxes to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. The portion of the Special Taxes to be collected for the referenced Fiscal Year (a) to pay the costs of providing the Facilities and incidental

expenses shall be 100% of the rates and amounts of the Special Taxes to be collected for such Fiscal Year as set forth in the attached Exhibit "A", and (b) to pay the costs of providing the Services shall be 0% of the rates and amounts of the Special Taxes to be collected for such Fiscal Year as set forth in the attached Exhibit "A".

SECTION 6. The proceeds of the Special Taxes collected to pay the costs of providing the Facilities and incidental expenses shall be used only to:

(a) pay debt service on all outstanding bonds or other debt (as defined in Section 53317(d) of the Act) issued by the District under the Act and payable from the Special Taxes (the "Bonds");

(b) pay periodic costs on the Bonds, including, but not limited to, credit enhancement and rebate payments on the Bonds;

(c) pay administrative expenses (including costs incurred by the District and the City in the annual levy and collection of the Special Taxes);

(d) provide any amounts required to establish or replenish any reserve fund for the Bonds; and

(e) pay directly for acquisition or construction of Facilities.

SECTION 7. The proceeds of the Special Taxes collected to pay the costs of providing the Services shall be used only to pay the costs of providing such Services.

SECTION 8. The Special Taxes shall be collected in the same manner as ordinary *ad valorem* property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for *ad valorem* taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any Special Taxes.

SECTION 9. All Special Taxes collected to provide costs of providing the Facilities and incidental expenses shall be deposited in the Special Tax Fund of the District. All Special Taxes collected to provide costs of providing the Services shall be deposited in the Government Fund.

SECTION 10. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 30 Special Tax," or by any other suitable designation, the installment of the Special Taxes.

SECTION 11. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 12. The City Council hereby certifies that the levy of the Special Taxes was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 16th day of July 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, California, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 30
(NEW HAVEN FACILITIES - AREA B)

SPECIAL TAX RATES
FOR FISCAL YEAR 2024-25

Land Use	Residential Floor Area (Sq. Ft.)	FY 2024-25 Tax Rates
Developed Property:		
Single Family Detached Property	<1,701	$1,660.00 per Unit
Single Family Detached Property	1,701-1,900	$1,837.00 per Unit
Single Family Detached Property	1,901-2,100	$1,896.00 per Unit
Single Family Detached Property	2,101-2,300	$2,053.00 per Unit
Single Family Detached Property	2,301-2,500	$2,251.00 per Unit
Single Family Detached Property	2,501-2,700	$2,404.00 per Unit
Single Family Detached Property	2,701-2,900	$2,557.00 per Unit
Single Family Detached Property	2,901-3,100	$2,703.00 per Unit
Single Family Detached Property	3,101-3,300	$2,816.00 per Unit
Single Family Detached Property	3,301-3,500	$2,962.00 per Unit
Single Family Detached Property	3,501-3,700	$3,156.00 per Unit
Single Family Detached Property	3,701-3,900	$3,274.00 per Unit
Single Family Detached Property	>3,900	$3,429.00 per Unit
Single Family Attached Property	<801	$851.00 per Unit
Single Family Attached Property	801-950	$911.00 per Unit
Single Family Attached Property	951-1,100	$1,019.00 per Unit
Single Family Attached Property	1,101-1,300	$1,136.00 per Unit
Single Family Attached Property	1,301-1,500	$1,300.00 per Unit
Single Family Attached Property	1,501-1,700	$1,595.00 per Unit
Single Family Attached Property	1,701-1,900	$1,691.00 per Unit
Single Family Attached Property	>1,900	$1,886.00 per Unit
Other Residential Property	N/A	$28,946.00 per Acre
Non-Residential Property	N/A	$28,946.00 per Acre
Final Mapped Property	N/A	$0.00 per Acre
Undeveloped Property	N/A	$0.00 per Acre

RESOLUTION NO. _____

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

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of special taxes (the "Special Taxes") in the City of Ontario Community Facilities District No. 31 (Carriage House / Amberly Lane) (the "District"), all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the "Act"), being Chapter 2.5, Part 1, Division 2, Title 5, of the California Government Code; and

WHEREAS, the City Council did, by the enactment of Ordinance No. 3020 (the "Special Tax Ordinance") as authorized by Section 53340 of the Act, authorize the levy of the Special Taxes to pay the costs of providing the Facilities and Services and incidental expenses (as such terms are defined in the Special Tax Ordinance), and the City Council is desirous to establish the specific rates of the Special Taxes to be collected for the specified Fiscal Year and the portion thereof to be applied to each of the costs of providing the Facilities and incidental expenses and the costs of providing the Services; and

WHEREAS, the Special Taxes consist of a "Special Tax A" (the "Special Tax A"), which were authorized to pay the costs of providing the Facilities and Services and incidental expenses, and a "Special Tax B" (the "Special Tax B"), which were authorized to pay the costs of providing the Services and incidental expenses.

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

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amounts of each of Special Tax A and Special Tax B to be collected for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates of each of Special Tax A and Special Tax B as set forth above do not exceed the respective rates previously approved by the qualified electors of the District and authorized by the Special Tax Ordinance.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the Special Taxes for the above specified Fiscal Year and the amount of the Special Taxes to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but

not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. The portion of Special Tax A to be collected for the referenced Fiscal Year (a) to pay the costs of providing the Facilities and incidental expenses shall be 100% of the rates and amounts of Special Tax A to be collected for such Fiscal Year as set forth in the attached Exhibit "A", and (b) to pay the costs of providing the Services shall be 0% of the rates and amounts of Special Tax A to be collected for such Fiscal Year as set forth in the attached Exhibit "A".

SECTION 6. The proceeds of Special Tax A collected to pay the costs of providing the Facilities and incidental expenses shall be used only to:

(a) pay debt service on all outstanding bonds or other debt (as defined in Section 53317(d) of the Act) issued by the District under the Act and payable from Special Tax A (the "Bonds");

(b) pay periodic costs on the Bonds, including, but not limited to, credit enhancement and rebate payments on the Bonds;

(c) pay a pro rata share of administrative expenses (including costs incurred by the District and the City in the annual levy and collection of the Special Taxes);

(d) provide any amounts required to establish or replenish any reserve fund for the Bonds; and

(e) pay directly for acquisition or construction of Facilities.

SECTION 7. The proceeds of Special Tax A collected to pay the costs of providing the Services shall be used only to pay the costs of providing such Services.

SECTION 8. The proceeds of Special Tax B collected to pay the costs of providing the Services and incidental expenses shall be used only to pay the costs of Services and a pro rata share of administrative expenses (including costs incurred by the District and the City in the annual levy and collection of the Special Taxes).

SECTION 9. The Special Taxes shall be collected in the same manner as ordinary *ad valorem* property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for *ad valorem* taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any Special Taxes.

SECTION 10. All Special Tax A amounts collected to provide costs of providing the Facilities and incidental expenses shall be deposited in the Special Tax Fund of the District. All Special Tax A amounts collected to provide costs of providing the Services shall be deposited in the Government Fund.

All Special Tax B amounts collected shall be deposited in the Government Fund.

SECTION 11. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked “CFD No. 31 Special Tax A,” or by any other suitable designation, the installment of Special Tax A.

The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked “CFD No. 31 Special Tax B,” or by any other suitable designation, the installment of Special Tax B.

SECTION 12. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 13. The City Council hereby certifies that the levy of the Special Taxes was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 16th day of July 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, California, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 31
(CARRIAGE HOUSE / AMBERLY HOUSE)

SPECIAL TAX RATES
FOR FISCAL YEAR 2024-25

ANNUAL FACILITIES SPECIAL TAX A RATES

Land Use	Residential Floor Area (Sq. Ft.)	FY 2024-25 Tax Rates A
Developed Property:		
Single Family Detached	<2,101	$2,107.75 per Unit
Single Family Detached	2,101-2,400	$2,238.90 per Unit
Single Family Detached	2,401-2,700	$2,631.45 per Unit
Single Family Detached	2,701-3,000	$2,733.98 per Unit
Single Family Detached	3,001-3,300	$2,878.06 per Unit
Single Family Detached	3,301-3,600	$3,034.16 per Unit
Single Family Detached	>3,600	$3,389.76 per Unit
Other Residential Property	N/A	$23,441.07 per Acre
Non-Residential Property	N/A	$23,441.07 per Acre
Final Mapped Property	N/A	$0.00 per Acre
Undeveloped Property	N/A	$0.00 per Acre

ANNUAL SERVICES SPECIAL TAX B RATES

Developed Property Land Use	FY 2024-25 Tax Rates B
Residential Property:	
Single Family Detached	$1,371.52 per Unit
Multiple Family	$1,188.91 per Unit
Gated Apartment Community	$996.78 per Unit
Non-Residential Property	$0.256800 per Sq. Ft.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 32 (ARCHIBALD/SCHAEFER - SERVICES), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2024-25.

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of a special tax in a community facilities district, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the “Act”), being Chapter 2.5, Part 1, Division 2, Title 5, of the Government Code of the State of California. This Community Facilities District is designated as City of Ontario Community Facilities District No. 32 (Archibald/Schaefer - Services) (hereinafter referred to as "District"); and

WHEREAS, the City Council did, acting as the legislative body of the District, by the enactment of Ordinance No. 3016 (the "Special Tax Ordinance") as authorized by Section 53340 of the Government Code of the State of California, authorize the levy of a special tax to pay for costs and expenses related to the District, and this legislative body is desirous to establish the specific rates of the special tax to be collected for the specified Fiscal Year.

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

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amount of the special tax to be collected to pay for the costs and expenses (as defined in Section 5 below) for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates as set forth above does not exceed the amount as previously authorized by the Special Tax Ordinance of this legislative body, and is not in excess of that as previously approved by the qualified electors of the District.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the special tax for the above specified Fiscal Year and the amount of the special tax to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. That the proceeds of the special tax shall be used only to pay the following costs and expenses:

(a) Costs of providing services authorized to be financed by the District;

(b) Costs incurred by the District and the City in the annual levy and collection of the special taxes;

(c) Administrative costs of the District; and

(d) Any incidental expenses authorized to be financed by the District.

SECTION 6. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax.

SECTION 7. All monies above collected shall be paid into the Community Facilities District No. 32 Fund.

SECTION 8. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 32 Special Tax," or by any other suitable designation, the installment of the special tax.

SECTION 9. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 10. This legislative body hereby certifies that the levy of the special tax was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 16th day of July 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 32
(ARCHIBALD/SCHAEFER - SERVICES)

SPECIAL TAX RATES

FOR FISCAL YEAR 2024-25

Land Use	FY 2024-25 Tax Rates
Residential Property:	
Single Family Detached	$1,371.52 per Unit
Multiple Family	$1,188.91 per Unit
Gated Apartment Community	$996.78 per Unit
Non-Residential Property	$0.256800 per Sq. Ft.

RESOLUTION NO. _____

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

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of special taxes (the "Special Taxes") in the City of Ontario Community Facilities District No. 33 (Archibald/Schaefer Facilities) (the "District"), all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the "Act"), being Chapter 2.5, Part 1, Division 2, Title 5, of the California Government Code; and

WHEREAS, the City Council did, by the enactment of Ordinance No. 3118 (the "Special Tax Ordinance") as authorized by Section 53340 of the Act, authorize the levy of the Special Taxes to pay the costs of providing the Facilities and Services and incidental expenses (as such terms are defined in the Special Tax Ordinance), and the City Council is desirous to establish the specific rates of the Special Taxes to be collected for the specified Fiscal Year and the portion thereof to be applied to each of the costs of providing the Facilities and incidental expenses and the costs of providing the Services.

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

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amounts of the Special Taxes to be collected for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates of the Special Taxes as set forth above do not exceed the rates previously approved by the qualified electors of the District and authorized by the Special Tax Ordinance.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the Special Taxes for the above specified Fiscal Year and the amount of the Special Taxes to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. The portion of the Special Taxes to be collected for the referenced Fiscal Year (a) to pay the costs of providing the Facilities and incidental

expenses shall be 100% of the rates and amounts of the Special Taxes to be collected for such Fiscal Year as set forth in the attached Exhibit "A", and (b) to pay the costs of providing the Services shall be 0% of the rates and amounts of the Special Taxes to be collected for such Fiscal Year as set forth in the attached Exhibit "A".

SECTION 6. The proceeds of the Special Taxes collected to pay the costs of providing the Facilities and incidental expenses shall be used only to:

(a) pay debt service on all outstanding bonds or other debt (as defined in Section 53317(d) of the Act) issued by the District under the Act and payable from the Special Taxes (the "Bonds");

(b) pay periodic costs on the Bonds, including, but not limited to, credit enhancement and rebate payments on the Bonds;

(c) pay administrative expenses (including costs incurred by the District and the City in the annual levy and collection of the Special Taxes);

(d) provide any amounts required to establish or replenish any reserve fund for the Bonds; and

(e) pay directly for acquisition or construction of Facilities.

SECTION 7. The proceeds of the Special Taxes collected to pay the costs of providing the Services shall be used only to pay the costs of providing such Services.

SECTION 8. The Special Taxes shall be collected in the same manner as ordinary *ad valorem* property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for *ad valorem* taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any Special Taxes.

SECTION 9. All Special Taxes collected to provide costs of providing the Facilities and incidental expenses shall be deposited in the Special Tax Fund of the District. All Special Taxes collected to provide costs of providing the Services shall be deposited in the Government Fund.

SECTION 10. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 33 Special Tax," or by any other suitable designation, the installment of the Special Taxes.

SECTION 11. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 12. The City Council hereby certifies that the levy of the Special Taxes was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 16th day of July 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, California, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 33
(ARCHIBALD/SCHAEFER FACILITIES)

SPECIAL TAX RATES
FOR FISCAL YEAR 2024-25

Land Use	Residential Floor Area (Sq. Ft.)	FY 2024-25 Tax Rates
Developed Property:		
Single Family Property	<1,101	$1,020.00 per Unit
Single Family Property	1,101-1,300	$1,339.00 per Unit
Single Family Property	1,301-1,500	$1,587.00 per Unit
Single Family Property	1,501-1,700	$1,757.00 per Unit
Single Family Property	1,701-1,900	$2,095.00 per Unit
Single Family Property	1,901-2,100	$2,385.00 per Unit
Single Family Property	2,101-2,300	$2,507.00 per Unit
Single Family Property	2,301-2,500	$2,553.00 per Unit
Single Family Property	2,501-2,700	$2,907.00 per Unit
Single Family Property	2,701-2,900	$3,080.00 per Unit
Single Family Property	>2,900	$3,160.00 per Unit
Other Residential Property	N/A	$25,577.00 per Acre
Non-Residential Property	N/A	$25,577.00 per Acre
Final Mapped Property	N/A	$0.00 per Acre
Undeveloped Property	N/A	$0.00 per Acre

RESOLUTION NO. _____

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

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of special taxes (the "Special Taxes") in the City of Ontario Community Facilities District No. 34 (Countryside Phase 1 North - Facilities) (the "District"), all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the "Act"), being Chapter 2.5, Part 1, Division 2, Title 5, of the California Government Code; and

WHEREAS, the City Council did, by the enactment of Ordinance No. 3036 (the "Special Tax Ordinance") as authorized by Section 53340 of the Act, authorize the levy of the Special Taxes to pay the costs of providing the Facilities and Services and incidental expenses (as such terms are defined in the Special Tax Ordinance), and the City Council is desirous to establish the specific rates of the Special Taxes to be collected for the specified Fiscal Year and the portion thereof to be applied to each of the costs of providing the Facilities and incidental expenses and the costs of providing the Services.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amounts of the Special Taxes to be collected for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates of the Special Taxes as set forth above do not exceed the rates previously approved by the qualified electors of the District and authorized by the Special Tax Ordinance.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the Special Taxes for the above specified Fiscal Year and the amount of the Special Taxes to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. The portion of the Special Taxes to be collected for the referenced Fiscal Year (a) to pay the costs of providing the Facilities and incidental expenses shall be 100% of the rates and amounts of the Special Taxes to be collected

for such Fiscal Year as set forth in the attached Exhibit "A", and (b) to pay the costs of providing the Services shall be 0% of the rates and amounts of the Special Taxes to be collected for such Fiscal Year as set forth in the attached Exhibit "A".

SECTION 6. The proceeds of the Special Taxes collected to pay the costs of providing the Facilities and incidental expenses shall be used only to:

(a) pay debt service on all outstanding bonds or other debt (as defined in Section 53317(d) of the Act) issued by the District under the Act and payable from the Special Taxes (the "Bonds");

(b) pay periodic costs on the Bonds, including, but not limited to, credit enhancement and rebate payments on the Bonds;

(c) pay administrative expenses (including costs incurred by the District and the City in the annual levy and collection of the Special Taxes);

(d) provide any amounts required to establish or replenish any reserve fund for the Bonds; and

(e) pay directly for acquisition or construction of Facilities.

SECTION 7. The proceeds of the Special Taxes collected to pay the costs of providing the Services shall be used only to pay the costs of providing such Services.

SECTION 8. The Special Taxes shall be collected in the same manner as ordinary *ad valorem* property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for *ad valorem* taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any Special Taxes.

SECTION 9. All Special Taxes collected to provide costs of providing the Facilities and incidental expenses shall be deposited in the Special Tax Fund of the District. All Special Taxes collected to provide costs of providing the Services shall be deposited in the Government Fund.

SECTION 10. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 34 Special Tax," or by any other suitable designation, the installment of the Special Taxes.

SECTION 11. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 12. The City Council hereby certifies that the levy of the Special Taxes was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 16th day of July 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, California, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 34
(COUNTRYSIDE PHASE 1 NORTH - FACILITIES)

SPECIAL TAX RATES
FOR FISCAL YEAR 2024-25

Land Use	Residential Floor Area (Sq. Ft.)	FY 2024-25 Tax Rates
Developed Property:		
Single Family Property	<1,701	$1,659.91 per Unit
Single Family Property	1,701-1,900	$1,740.14 per Unit
Single Family Property	1,901-2,100	$2,050.91 per Unit
Single Family Property	2,101-2,300	$2,061.98 per Unit
Single Family Property	2,301-2,500	$2,294.37 per Unit
Single Family Property	2,501-2,700	$2,537.82 per Unit
Single Family Property	2,701-2,900	$2,578.40 per Unit
Single Family Property	2,901-3,100	$2,782.20 per Unit
Single Family Property	3,101-3,300	$2,875.34 per Unit
Single Family Property	3,301-3,500	$3,105.88 per Unit
Single Family Property	3,501-3,700	$3,197.18 per Unit
Single Family Property	3,701-3,900	$3,365.93 per Unit
Single Family Property	>3,900	$3,526.39 per Unit
Other Residential Property	N/A	$21,144.52 per Acre
Non-Residential Property	N/A	$21,144.52 per Acre
Final Mapped Property	N/A	$0.00 per Acre
Undeveloped Property	N/A	$0.00 per Acre

RESOLUTION NO. _____

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

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of special taxes (the "Special Taxes") in the City of Ontario Community Facilities District No. 35 (Countryside Phase 2 South - Facilities) (the "District"), all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the "Act"), being Chapter 2.5, Part 1, Division 2, Title 5, of the California Government Code; and

WHEREAS, the City Council did, by the enactment of Ordinance No. 3221 (the "Special Tax Ordinance") as authorized by Section 53340 of the Act, authorize the levy of the Special Taxes to pay the costs of providing the Facilities and Services and incidental expenses (as such terms are defined in the Special Tax Ordinance), and the City Council is desirous to establish the specific rates of the Special Taxes to be collected for the specified Fiscal Year and the portion thereof to be applied to each of the costs of providing the Facilities and incidental expenses and the costs of providing the Services.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amounts of the Special Taxes to be collected for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates of the Special Taxes as set forth above do not exceed the rates previously approved by the qualified electors of the District and authorized by the Special Tax Ordinance.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the Special Taxes for the above specified Fiscal Year and the amount of the Special Taxes to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. The portion of the Special Taxes to be collected for the referenced Fiscal Year (a) to pay the costs of providing the Facilities and incidental expenses shall be 100% of the rates and amounts of the Special Taxes to be collected

for such Fiscal Year as set forth in the attached Exhibit "A", and (b) to pay the costs of providing the Services shall be 0% of the rates and amounts of the Special Taxes to be collected for such Fiscal Year as set forth in the attached Exhibit "A".

SECTION 6. The proceeds of the Special Taxes collected to pay the costs of providing the Facilities and incidental expenses shall be used only to:

(a) pay debt service on all outstanding bonds or other debt (as defined in Section 53317(d) of the Act) issued by the District under the Act and payable from the Special Taxes (the "Bonds");

(b) pay periodic costs on the Bonds, including, but not limited to, credit enhancement and rebate payments on the Bonds;

(c) pay administrative expenses (including costs incurred by the District and the City in the annual levy and collection of the Special Taxes);

(d) provide any amounts required to establish or replenish any reserve fund for the Bonds; and

(e) pay directly for acquisition or construction of Facilities.

SECTION 7. The proceeds of the Special Taxes collected to pay the costs of providing the Services shall be used only to pay the costs of providing such Services.

SECTION 8. The Special Taxes shall be collected in the same manner as ordinary *ad valorem* property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for *ad valorem* taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any Special Taxes.

SECTION 9. All Special Taxes collected to provide costs of providing the Facilities and incidental expenses shall be deposited in the Special Tax Fund of the District. All Special Taxes collected to provide costs of providing the Services shall be deposited in the Government Fund.

SECTION 10. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 35 Special Tax," or by any other suitable designation, the installment of the Special Taxes.

SECTION 11. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 12. The City Council hereby certifies that the levy of the Special Taxes was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 16th day of July 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, California, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 35
(COUNTRYSIDE PHASE 2 SOUTH - FACILITIES)

SPECIAL TAX RATES
FOR FISCAL YEAR 2024-25

Land Use	Residential Floor Area (Sq. Ft.)	FY 2024-25 Tax Rates
Developed Property:		
Single Family Property	<1,501	$3,342.00 per Unit
Single Family Property	1,501-1,700	$3,454.00 per Unit
Single Family Property	1,701-1,900	$3,626.00 per Unit
Single Family Property	1,901-2,100	$3,849.00 per Unit
Single Family Property	2,101-2,300	$3,935.00 per Unit
Single Family Property	2,301-2,500	$4,073.00 per Unit
Single Family Property	>2,500	$4,262.00 per Unit
Other Residential Property	N/A	$52,912.00 per Acre
Non-Residential Property	N/A	$52,912.00 per Acre
Final Mapped Property	N/A	$0.00 per Acre
Undeveloped Property	N/A	$0.00 per Acre

RESOLUTION NO. _____

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

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of a special tax in a community facilities district, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the “Act”), being Chapter 2.5, Part 1, Division 2, Title 5, of the Government Code of the State of California. This Community Facilities District is designated as City of Ontario Community Facilities District No. 37 (Park & Turner NE Services) (hereinafter referred to as "District"); and

WHEREAS, the City Council did, acting as the legislative body of the District, by the enactment of Ordinance No. 3043 (the "Special Tax Ordinance") as authorized by Section 53340 of the Government Code of the State of California, authorize the levy of a special tax to pay for costs and expenses related to the District, and this legislative body is desirous to establish the specific rates of the special tax to be collected for the specified Fiscal Year.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amount of the special tax to be collected to pay for the costs and expenses (as defined in Section 5 below) for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates as set forth above does not exceed the amount as previously authorized by the Special Tax Ordinance of this legislative body, and is not in excess of that as previously approved by the qualified electors of the District.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the special tax for the above specified Fiscal Year and the amount of the special tax to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. That the proceeds of the special tax shall be used only to pay the following costs and expenses:

(a) Costs of providing services authorized to be financed by the District;

(b) Costs incurred by the District and the City in the annual levy and collection of the special taxes;

(c) Administrative costs of the District; and

(d) Any incidental expenses authorized to be financed by the District.

SECTION 6. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax.

SECTION 7. All monies above collected shall be paid into the Community Facilities District No. 37 Fund.

SECTION 8. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 37 Special Tax," or by any other suitable designation, the installment of the special tax.

SECTION 9. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 10. This legislative body hereby certifies that the levy of the special tax was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 16th day of July 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 37
(PARK & TURNER NE SERVICES)

SPECIAL TAX RATES
FOR FISCAL YEAR 2024-25

Land Use	FY 2024-25 Tax Rates
Residential Property:	
Single Family Detached	$1,371.52 per Unit
Multiple Family	$1,188.65 per Unit
Gated Apartment Community	$996.64 per Unit
Non-Residential Property	$0.256000 per Sq. Ft.

RESOLUTION NO. _____

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

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of special taxes (the "Special Taxes") in the City of Ontario Community Facilities District No. 38 (Park & Turner NE Facilities) (the "District"), all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the "Act"), being Chapter 2.5, Part 1, Division 2, Title 5, of the California Government Code; and

WHEREAS, the City Council did, by the enactment of Ordinance No. 3073 (the "Special Tax Ordinance") as authorized by Section 53340 of the Act, authorize the levy of the Special Taxes to pay the costs of providing the Facilities and Services and incidental expenses (as such terms are defined in the Special Tax Ordinance), and the City Council is desirous to establish the specific rates of the Special Taxes to be collected for the specified Fiscal Year and the portion thereof to be applied to each of the costs of providing the Facilities and incidental expenses and the costs of providing the Services.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amounts of the Special Taxes to be collected for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates of the Special Taxes as set forth above do not exceed the rates previously approved by the qualified electors of the District and authorized by the Special Tax Ordinance.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the Special Taxes for the above specified Fiscal Year and the amount of the Special Taxes to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. The portion of the Special Taxes to be collected for the referenced Fiscal Year (a) to pay the costs of providing the Facilities and incidental expenses shall be 100% of the rates and amounts of the Special Taxes to be collected for such Fiscal Year as set forth in the attached Exhibit "A", and (b) to pay the costs of providing the Services shall be 0% of the rates and amounts of the Special Taxes to be collected for such Fiscal Year as set forth in the attached Exhibit "A".

SECTION 6. The proceeds of the Special Taxes collected to pay the costs of providing the Facilities and incidental expenses shall be used only to:

(a) pay debt service on all outstanding bonds or other debt (as defined in Section 53317(d) of the Act) issued by the District under the Act and payable from the Special Taxes (the "Bonds");

(b) pay periodic costs on the Bonds, including, but not limited to, credit enhancement and rebate payments on the Bonds;

(c) pay administrative expenses (including costs incurred by the District and the City in the annual levy and collection of the Special Taxes);

(d) provide any amounts required to establish or replenish any reserve fund for the Bonds; and

(e) pay directly for acquisition or construction of Facilities.

SECTION 7. The proceeds of the Special Taxes collected to pay the costs of providing the Services shall be used only to pay the costs of providing such Services.

SECTION 8. The Special Taxes shall be collected in the same manner as ordinary *ad valorem* property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for *ad valorem* taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any Special Taxes.

SECTION 9. All Special Taxes collected to provide costs of providing the Facilities and incidental expenses shall be deposited in the Special Tax Fund of the District. All Special Taxes collected to provide costs of providing the Services shall be deposited in the Government Fund.

SECTION 10. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 38 Special Tax," or by any other suitable designation, the installment of the Special Taxes.

SECTION 11. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so

collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 12. The City Council hereby certifies that the levy of the Special Taxes was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 16th day of July 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, California, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 38
(PARK & TURNER NE FACILITIES)

SPECIAL TAX RATES
FOR FISCAL YEAR 2024-25

Land Use	Residential Floor Area (Sq. Ft.)	FY 2024-25 Tax Rates
Developed Property:		
Residential Property	<1,501	$1,771.00 per Unit
Residential Property	1,501-1,600	$1,842.00 per Unit
Residential Property	1,601-1,700	$1,964.00 per Unit
Residential Property	1,701-1,800	$2,046.00 per Unit
Residential Property	1,801-1,900	$2,050.00 per Unit
Residential Property	1,901-2,000	$2,148.00 per Unit
Residential Property	2,001-2,100	$2,219.00 per Unit
Residential Property	2,101-2,200	$2,289.00 per Unit
Residential Property	2,201-2,300	$2,383.00 per Unit
Residential Property	2,301-2,400	$2,405.00 per Unit
Residential Property	2,401-2,500	$2,536.00 per Unit
Residential Property	2,501-2,600	$2,539.00 per Unit
Residential Property	2,601-2,700	$2,609.00 per Unit
Residential Property	2,701-2,800	$2,724.00 per Unit
Residential Property	2,801-2,900	$2,749.00 per Unit
Residential Property	2,901-3,000	$2,865.00 per Unit
Residential Property	3,001-3,100	$2,888.00 per Unit
Residential Property	>3,100	$2,958.00 per Unit
Non-Residential Property	N/A	$31,636.00 per Acre
Final Mapped Property	N/A	$0.00 per Acre
Undeveloped Property	N/A	$0.00 per Acre

RESOLUTION NO. _____

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

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of special taxes (the "Special Taxes") in the City of Ontario Community Facilities District No. 39 (New Haven Facilities – Area C) (the "District"), all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the "Act"), being Chapter 2.5, Part 1, Division 2, Title 5, of the California Government Code; and

WHEREAS, the City Council did, by the enactment of Ordinance No. 3079 (the "Special Tax Ordinance") as authorized by Section 53340 of the Act, authorize the levy of the Special Taxes to pay the costs of providing the Facilities and Services and incidental expenses (as such terms are defined in the Special Tax Ordinance), and the City Council is desirous to establish the specific rates of the Special Taxes to be collected for the specified Fiscal Year and the portion thereof to be applied to each of the costs of providing the Facilities and incidental expenses and the costs of providing the Services.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amounts of the Special Taxes to be collected for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates of the Special Taxes as set forth above do not exceed the rates previously approved by the qualified electors of the District and authorized by the Special Tax Ordinance.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the Special Taxes for the above specified Fiscal Year and the amount of the Special Taxes to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. The portion of the Special Taxes to be collected for the referenced Fiscal Year (a) to pay the costs of providing the Facilities and incidental expenses shall be 100% of the rates and amounts of the Special Taxes to be collected

for such Fiscal Year as set forth in the attached Exhibit "A", and (b) to pay the costs of providing the Services shall be 0% of the rates and amounts of the Special Taxes to be collected for such Fiscal Year as set forth in the attached Exhibit "A".

SECTION 6. The proceeds of the Special Taxes collected to pay the costs of providing the Facilities and incidental expenses shall be used only to:

(a) pay debt service on all outstanding bonds or other debt (as defined in Section 53317(d) of the Act) issued by the District under the Act and payable from the Special Taxes (the "Bonds");

(b) pay periodic costs on the Bonds, including, but not limited to, credit enhancement and rebate payments on the Bonds;

(c) pay administrative expenses (including costs incurred by the District and the City in the annual levy and collection of the Special Taxes);

(d) provide any amounts required to establish or replenish any reserve fund for the Bonds; and

(e) pay directly for acquisition or construction of Facilities.

SECTION 7. The proceeds of the Special Taxes collected to pay the costs of providing the Services shall be used only to pay the costs of providing such Services.

SECTION 8. The Special Taxes shall be collected in the same manner as ordinary *ad valorem* property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for *ad valorem* taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any Special Taxes.

SECTION 9. All Special Taxes collected to provide costs of providing the Facilities and incidental expenses shall be deposited in the Special Tax Fund of the District. All Special Taxes collected to provide costs of providing the Services shall be deposited in the Government Fund.

SECTION 10. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 39 Special Tax," or by any other suitable designation, the installment of the Special Taxes.

SECTION 11. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 12. The City Council hereby certifies that the levy of the Special Taxes was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 16th day of July 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, California, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 39
(NEW HAVEN FACILITIES – AREA C)

SPECIAL TAX RATES
FOR FISCAL YEAR 2024-25

Land Use	Residential Floor Area (Sq. Ft.)	FY 2024-25 Tax Rates
Developed Property:		
Single Family Detached Property	<1,701	$1,573.58 per Unit
Single Family Detached Property	1,701-1,900	$1,721.79 per Unit
Single Family Detached Property	1,901-2,100	$2,018.20 per Unit
Single Family Detached Property	2,101-2,300	$2,305.67 per Unit
Single Family Detached Property	2,301-2,500	$2,411.10 per Unit
Single Family Detached Property	2,501-2,700	$2,509.58 per Unit
Single Family Detached Property	2,701-2,900	$2,699.56 per Unit
Single Family Detached Property	2,901-3,100	$2,866.67 per Unit
Single Family Detached Property	3,101-3,300	$3,018.85 per Unit
Single Family Detached Property	3,301-3,500	$3,170.04 per Unit
Single Family Detached Property	3,501-3,700	$3,319.25 per Unit
Single Family Detached Property	3,701-3,900	$3,432.64 per Unit
Single Family Detached Property	>3,900	$3,520.17 per Unit
Single Family Attached Property	<801	$559.01 per Unit
Single Family Attached Property	801-950	$768.89 per Unit
Single Family Attached Property	951-1,100	$1,105.09 per Unit
Single Family Attached Property	1,101-1,300	$1,462.18 per Unit
Single Family Attached Property	1,301-1,500	$1,558.66 per Unit
Single Family Attached Property	1,501-1,700	$1,783.46 per Unit
Single Family Attached Property	1,701-1,900	$1,998.31 per Unit
Single Family Attached Property	>1,900	$2,095.79 per Unit
Other Residential Property	N/A	$38,831.29 per Acre
Non-Residential Property	N/A	$38,831.29 per Acre
Final Mapped Property	N/A	$0.00 per Acre
Undeveloped Property	N/A	$0.00 per Acre

RESOLUTION NO. _____

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

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of special taxes (the "Special Taxes") in the City of Ontario Community Facilities District No. 40 (Emerald Park Facilities) (the "District"), all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the "Act"), being Chapter 2.5, Part 1, Division 2, Title 5, of the California Government Code; and

WHEREAS, the City Council did, by the enactment of Ordinance No. 3131 (the "Special Tax Ordinance") as authorized by Section 53340 of the Act, authorize the levy of the Special Taxes to pay the costs of providing the Facilities and Services and incidental expenses (as such terms are defined in the Special Tax Ordinance), and the City Council is desirous to establish the specific rates of the Special Taxes to be collected for the specified Fiscal Year and the portion thereof to be applied to each of the costs of providing the Facilities and incidental expenses and the costs of providing the Services.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amounts of the Special Taxes to be collected for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates of the Special Taxes as set forth above do not exceed the rates previously approved by the qualified electors of the District and authorized by the Special Tax Ordinance.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the Special Taxes for the above specified Fiscal Year and the amount of the Special Taxes to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. The portion of the Special Taxes to be collected for the referenced Fiscal Year (a) to pay the costs of providing the Facilities and incidental expenses shall be 100% of the rates and amounts of the Special Taxes to be collected

for such Fiscal Year as set forth in the attached Exhibit "A", and (b) to pay the costs of providing the Services shall be 0% of the rates and amounts of the Special Taxes to be collected for such Fiscal Year as set forth in the attached Exhibit "A".

SECTION 6. The proceeds of the Special Taxes collected to pay the costs of providing the Facilities and incidental expenses shall be used only to:

(a) pay debt service on all outstanding bonds or other debt (as defined in Section 53317(d) of the Act) issued by the District under the Act and payable from the Special Taxes (the "Bonds");

(b) pay periodic costs on the Bonds, including, but not limited to, credit enhancement and rebate payments on the Bonds;

(c) pay administrative expenses (including costs incurred by the District and the City in the annual levy and collection of the Special Taxes);

(d) provide any amounts required to establish or replenish any reserve fund for the Bonds; and

(e) pay directly for acquisition or construction of Facilities.

SECTION 7. The proceeds of the Special Taxes collected to pay the costs of providing the Services shall be used only to pay the costs of providing such Services.

SECTION 8. The Special Taxes shall be collected in the same manner as ordinary *ad valorem* property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for *ad valorem* taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any Special Taxes.

SECTION 9. All Special Taxes collected to provide costs of providing the Facilities and incidental expenses shall be deposited in the Special Tax Fund of the District. All Special Taxes collected to provide costs of providing the Services shall be deposited in the Government Fund.

SECTION 10. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 40 Special Tax," or by any other suitable designation, the installment of the Special Taxes.

SECTION 11. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 12. The City Council hereby certifies that the levy of the Special Taxes was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 16th day of July 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, California, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 40
(EMERALD PARK FACILITIES)

SPECIAL TAX RATES
FOR FISCAL YEAR 2024-25

Land Use	Residential Floor Area (Sq. Ft.)	FY 2024-25 Tax Rates
Developed Property:		
Single Family Detached Property	<1,701	$2,073.00 per Unit
Single Family Detached Property	1,701-1,900	$2,147.00 per Unit
Single Family Detached Property	1,901-2,100	$2,305.00 per Unit
Single Family Detached Property	2,101-2,300	$2,508.00 per Unit
Single Family Detached Property	2,301-2,500	$2,626.00 per Unit
Single Family Detached Property	2,501-2,700	$2,793.00 per Unit
Single Family Detached Property	2,701-2,900	$2,942.00 per Unit
Single Family Detached Property	2,901-3,100	$3,100.00 per Unit
Single Family Detached Property	3,101-3,300	$3,258.00 per Unit
Single Family Detached Property	3,301-3,500	$3,416.00 per Unit
Single Family Detached Property	3,501-3,700	$3,574.00 per Unit
Single Family Detached Property	3,701-3,900	$3,732.00 per Unit
Single Family Detached Property	>3,900	$3,890.00 per Unit
Single Family Attached Property	<801	$966.00 per Unit
Single Family Attached Property	801-950	$1,079.00 per Unit
Single Family Attached Property	951-1,100	$1,276.00 per Unit
Single Family Attached Property	1,101-1,300	$1,459.00 per Unit
Single Family Attached Property	1,301-1,500	$1,655.00 per Unit
Single Family Attached Property	1,501-1,700	$1,905.00 per Unit
Single Family Attached Property	1,701-1,900	$2,144.00 per Unit
Single Family Attached Property	>1,900	$2,319.00 per Unit
Other Residential Property	N/A	$46,243.00 per Acre
Non-Residential Property	N/A	$46,243.00 per Acre
Final Mapped Property	N/A	$0.00 per Acre
Undeveloped Property	N/A	$0.00 per Acre

RESOLUTION NO. _____

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

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of special taxes (the "Special Taxes") in the City of Ontario Community Facilities District No. 41 (Canvas Park Facilities) (the "District"), all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the "Act"), being Chapter 2.5, Part 1, Division 2, Title 5, of the California Government Code; and

WHEREAS, the City Council did, by the enactment of Ordinance No. 3161 (the "Special Tax Ordinance") as authorized by Section 53340 of the Act, authorize the levy of the Special Taxes to pay the costs of providing the Facilities and Services and incidental expenses (as such terms are defined in the Special Tax Ordinance), and the City Council is desirous to establish the specific rates of the Special Taxes to be collected for the specified Fiscal Year and the portion thereof to be applied to each of the costs of providing the Facilities and incidental expenses and the costs of providing the Services.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amounts of the Special Taxes to be collected for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates of the Special Taxes as set forth above do not exceed the rates previously approved by the qualified electors of the District and authorized by the Special Tax Ordinance.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the Special Taxes for the above specified Fiscal Year and the amount of the Special Taxes to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. The portion of the Special Taxes to be collected for the referenced Fiscal Year (a) to pay the costs of providing the Facilities and incidental expenses shall be 100% of the rates and amounts of the Special Taxes to be collected for such Fiscal Year as set forth in the attached Exhibit "A", and (b) to pay the costs of providing the Services shall be 0% of the rates and amounts of the Special Taxes to be collected for such Fiscal Year as set forth in the attached Exhibit "A".

SECTION 6. The proceeds of the Special Taxes collected to pay the costs of providing the Facilities and incidental expenses shall be used only to:

(a) pay debt service on all outstanding bonds or other debt (as defined in Section 53317(d) of the Act) issued by the District under the Act and payable from the Special Taxes (the "Bonds");

(b) pay periodic costs on the Bonds, including, but not limited to, credit enhancement and rebate payments on the Bonds;

(c) pay administrative expenses (including costs incurred by the District and the City in the annual levy and collection of the Special Taxes);

(d) provide any amounts required to establish or replenish any reserve fund for the Bonds; and

(e) pay directly for acquisition or construction of Facilities.

SECTION 7. The proceeds of the Special Taxes collected to pay the costs of providing the Services shall be used only to pay the costs of providing such Services.

SECTION 8. The Special Taxes shall be collected in the same manner as ordinary *ad valorem* property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for *ad valorem* taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any Special Taxes.

SECTION 9. All Special Taxes collected to provide costs of providing the Facilities and incidental expenses shall be deposited in the Special Tax Fund of the District. All Special Taxes collected to provide costs of providing the Services shall be deposited in the Government Fund.

SECTION 10. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 41 Special Tax," or by any other suitable designation, the installment of the Special Taxes.

SECTION 11. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 12. The City Council hereby certifies that the levy of the Special Taxes was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 16th day of July 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, California, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 41
(CANVAS PARK FACILITIES)

SPECIAL TAX RATES
FOR FISCAL YEAR 2024-25

Land Use	Residential Floor Area (Sq. Ft.)	FY 2024-25 Tax Rates
Developed Property:		
Single Family Detached Property	<1,801	$2,293.00 per Unit
Single Family Detached Property	1,801-2,000	$2,378.00 per Unit
Single Family Detached Property	2,001-2,200	$2,491.00 per Unit
Single Family Detached Property	2,201-2,400	$2,612.00 per Unit
Single Family Detached Property	>2,400	$2,653.00 per Unit
Single Family Attached Property	<901	$1,075.00 per Unit
Single Family Attached Property	901-1,100	$1,140.00 per Unit
Single Family Attached Property	1,101-1,300	$1,400.00 per Unit
Single Family Attached Property	1,301-1,500	$1,632.00 per Unit
Single Family Attached Property	1,501-1,700	$1,759.00 per Unit
Single Family Attached Property	1,701-1,900	$1,923.00 per Unit
Single Family Attached Property	>1,900	$2,066.00 per Unit
Single Family Attached Three Story	<751	$711.00 per Unit
Single Family Attached Three Story	751-900	$833.00 per Unit
Single Family Attached Three Story	901-1,050	$1,040.00 per Unit
Single Family Attached Three Story	1,051-1,200	$1,127.00 per Unit
Single Family Attached Three Story	1,201-1,400	$1,251.00 per Unit
Single Family Attached Three Story	1,401-1,600	$1,503.00 per Unit
Single Family Attached Three Story	1,601-1,800	$1,615.00 per Unit
Single Family Attached Three Story	>1,800	$1,717.00 per Unit
Other Residential Property	N/A	$43,199.00 per Acre
Non-Residential Property	N/A	$43,199.00 per Acre
Final Mapped Property	N/A	$0.00 per Acre
Undeveloped Property	N/A	$0.00 per Acre

RESOLUTION NO. _____

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

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of special taxes (the "Special Taxes") in the City of Ontario Community Facilities District No. 42 (West Haven Facilities) (the "District"), all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the "Act"), being Chapter 2.5, Part 1, Division 2, Title 5, of the California Government Code; and

WHEREAS, the City Council did, by the enactment of Ordinance No. 3113 (the "Special Tax Ordinance") as authorized by Section 53340 of the Act, authorize the levy of the Special Taxes to pay the costs of providing the Facilities and Services and incidental expenses (as such terms are defined in the Special Tax Ordinance), and the City Council is desirous to establish the specific rates of the Special Taxes to be collected for the specified Fiscal Year and the portion thereof to be applied to each of the costs of providing the Facilities and incidental expenses and the costs of providing the Services.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amounts of the Special Taxes to be collected for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates of the Special Taxes as set forth above do not exceed the rates previously approved by the qualified electors of the District and authorized by the Special Tax Ordinance.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the Special Taxes for the above specified Fiscal Year and the amount of the Special Taxes to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. The portion of the Special Taxes to be collected for the referenced Fiscal Year (a) to pay the costs of providing the Facilities and incidental expenses shall be 100% of the rates and amounts of the Special Taxes to be collected

for such Fiscal Year as set forth in the attached Exhibit "A", and (b) to pay the costs of providing the Services shall be 0% of the rates and amounts of the Special Taxes to be collected for such Fiscal Year as set forth in the attached Exhibit "A".

SECTION 6. The proceeds of the Special Taxes collected to pay the costs of providing the Facilities and incidental expenses shall be used only to:

(a) pay debt service on all outstanding bonds or other debt (as defined in Section 53317(d) of the Act) issued by the District under the Act and payable from the Special Taxes (the "Bonds");

(b) pay periodic costs on the Bonds, including, but not limited to, credit enhancement and rebate payments on the Bonds;

(c) pay administrative expenses (including costs incurred by the District and the City in the annual levy and collection of the Special Taxes);

(d) provide any amounts required to establish or replenish any reserve fund for the Bonds; and

(e) pay directly for acquisition or construction of Facilities.

SECTION 7. The proceeds of the Special Taxes collected to pay the costs of providing the Services shall be used only to pay the costs of providing such Services.

SECTION 8. The Special Taxes shall be collected in the same manner as ordinary *ad valorem* property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for *ad valorem* taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any Special Taxes.

SECTION 9. All Special Taxes collected to provide costs of providing the Facilities and incidental expenses shall be deposited in the Special Tax Fund of the District. All Special Taxes collected to provide costs of providing the Services shall be deposited in the Government Fund.

SECTION 10. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 42 Special Tax," or by any other suitable designation, the installment of the Special Taxes.

SECTION 11. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 12. The City Council hereby certifies that the levy of the Special Taxes was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 16th day of July 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, California, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 42
(WEST HAVEN FACILITIES)

SPECIAL TAX RATES
FOR FISCAL YEAR 2024-25

Land Use	Residential Floor Area (Sq. Ft.)	FY 2024-25 Tax Rates
Developed Property:		
Single Family Property	<1,901	$2,453.00 per Unit
Single Family Property	1,901-2,100	$2,542.00 per Unit
Single Family Property	2,101-2,300	$2,709.00 per Unit
Single Family Property	2,301-2,500	$2,886.00 per Unit
Single Family Property	2,501-2,700	$3,063.00 per Unit
Single Family Property	2,701-2,900	$3,237.00 per Unit
Single Family Property	2,901-3,100	$3,411.00 per Unit
Single Family Property	3,101-3,300	$3,584.00 per Unit
Single Family Property	3,301-3,500	$3,758.00 per Unit
Single Family Property	>3,500	$3,832.00 per Unit
Other Property	N/A	$33,755.00 per Acre
Non-Residential Property	N/A	$33,755.00 per Acre
Final Mapped Property	N/A	$0.00 per Acre
Undeveloped Property	N/A	$0.00 per Acre

RESOLUTION NO. _____

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

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of special taxes (the "Special Taxes") in the City of Ontario Community Facilities District No. 43 (Park Place Facilities Phase IV) (the "District"), all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the "Act"), being Chapter 2.5, Part 1, Division 2, Title 5, of the California Government Code; and

WHEREAS, the City Council did, by the enactment of Ordinance No. 3114 (the "Special Tax Ordinance") as authorized by Section 53340 of the Act, authorize the levy of the Special Taxes to pay the costs of providing the Facilities and Services and incidental expenses (as such terms are defined in the Special Tax Ordinance), and the City Council is desirous to establish the specific rates of the Special Taxes to be collected for the specified Fiscal Year and the portion thereof to be applied to each of the costs of providing the Facilities and incidental expenses and the costs of providing the Services.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amounts of the Special Taxes to be collected for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates of the Special Taxes as set forth above do not exceed the rates previously approved by the qualified electors of the District and authorized by the Special Tax Ordinance.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the Special Taxes for the above specified Fiscal Year and the amount of the Special Taxes to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. The portion of the Special Taxes to be collected for the referenced Fiscal Year (a) to pay the costs of providing the Facilities and incidental expenses shall be 100% of the rates and amounts of the Special Taxes to be collected

for such Fiscal Year as set forth in the attached Exhibit "A", and (b) to pay the costs of providing the Services shall be 0% of the rates and amounts of the Special Taxes to be collected for such Fiscal Year as set forth in the attached Exhibit "A".

SECTION 6. The proceeds of the Special Taxes collected to pay the costs of providing the Facilities and incidental expenses shall be used only to:

(a) pay debt service on all outstanding bonds or other debt (as defined in Section 53317(d) of the Act) issued by the District under the Act and payable from the Special Taxes (the "Bonds");

(b) pay periodic costs on the Bonds, including, but not limited to, credit enhancement and rebate payments on the Bonds;

(c) pay administrative expenses (including costs incurred by the District and the City in the annual levy and collection of the Special Taxes);

(d) provide any amounts required to establish or replenish any reserve fund for the Bonds; and

(e) pay directly for acquisition or construction of Facilities.

SECTION 7. The proceeds of the Special Taxes collected to pay the costs of providing the Services shall be used only to pay the costs of providing such Services.

SECTION 8. The Special Taxes shall be collected in the same manner as ordinary *ad valorem* property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for *ad valorem* taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any Special Taxes.

SECTION 9. All Special Taxes collected to provide costs of providing the Facilities and incidental expenses shall be deposited in the Special Tax Fund of the District. All Special Taxes collected to provide costs of providing the Services shall be deposited in the Government Fund.

SECTION 10. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 43 Special Tax," or by any other suitable designation, the installment of the Special Taxes.

SECTION 11. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 12. The City Council hereby certifies that the levy of the Special Taxes was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 16th day of July 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, California, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 43
(PARK PLACE FACILITIES PHASE IV)

SPECIAL TAX RATES
FOR FISCAL YEAR 2024-25

Land Use	Residential Floor Area (Sq. Ft.)	FY 2024-25 Tax Rates
Developed Property:		
Residential Property		
Single Family Detached Property	<1,701	$2,282.00 per Unit
Single Family Detached Property	1,701-1,800	$2,366.00 per Unit
Single Family Detached Property	1,801-1,900	$2,449.00 per Unit
Single Family Detached Property	1,901-2,000	$2,502.00 per Unit
Single Family Detached Property	2,001-2,100	$2,616.00 per Unit
Single Family Detached Property	2,101-2,200	$2,666.00 per Unit
Single Family Detached Property	2,201-2,300	$2,823.00 per Unit
Single Family Detached Property	2,301-2,400	$2,830.00 per Unit
Single Family Detached Property	2,401-2,500	$2,990.00 per Unit
Single Family Detached Property	2,501-2,600	$3,073.00 per Unit
Single Family Detached Property	2,601-2,700	$3,156.00 per Unit
Single Family Detached Property	2,701-2,800	$3,240.00 per Unit
Single Family Detached Property	2,801-2,900	$3,282.00 per Unit
Single Family Detached Property	2,901-3,000	$3,406.00 per Unit
Single Family Detached Property	3,001-3,100	$3,448.00 per Unit
Single Family Detached Property	3,101-3,200	$3,573.00 per Unit
Single Family Detached Property	3,201-3,300	$3,615.00 per Unit
Single Family Detached Property	3,301-3,400	$3,739.00 per Unit
Single Family Detached Property	>3,400	$3,782.00 per Unit
One Story Property	<2,301	$3,185.00 per Unit
One Story Property	2,301-2,400	$3,252.00 per Unit
One Story Property	2,401-2,500	$3,346.00 per Unit
One Story Property	2,501-2,600	$3,389.00 per Unit
One Story Property	2,601-2,700	$3,442.00 per Unit
One Story Property	2,701-2,800	$3,521.00 per Unit
One Story Property	>2,800	$3,588.00 per Unit
	Tract No.	
Other Property	18065	$34,777.00 per Acre
Other Property	18066	$30,226.00 per Acre
Other Property	18067	$24,095.00 per Acre
Other Property	18068	$35,974.00 per Acre
Other Property	18081	$35,386.00 per Acre

Final Mapped Property	18065	$0.00 per Acre
Final Mapped Property	18066	$0.00 per Acre
Final Mapped Property	18067	$0.00 per Acre
Final Mapped Property	18068	$0.00 per Acre
Final Mapped Property	18081	$0.00 per Acre
Undeveloped Property	18065	$0.00 per Acre
Undeveloped Property	18066	$0.00 per Acre
Undeveloped Property	18067	$0.00 per Acre
Undeveloped Property	18068	$0.00 per Acre
Undeveloped Property	18081	$0.00 per Acre

RESOLUTION NO. _____

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

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of a special tax in a community facilities district, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the “Act”), being Chapter 2.5, Part 1, Division 2, Title 5, of the Government Code of the State of California. This Community Facilities District is designated as City of Ontario Community Facilities District No. 44 (Esperanza Services) (hereinafter referred to as "District"); and

WHEREAS, the City Council did, acting as the legislative body of the District, by the enactment of Ordinance No. 3124 (the "Special Tax Ordinance") as authorized by Section 53340 of the Government Code of the State of California, authorize the levy of a special tax to pay for costs and expenses related to the District, and this legislative body is desirous to establish the specific rates of the special tax to be collected for the specified Fiscal Year.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amount of the special tax to be collected to pay for the costs and expenses (as defined in Section 5 below) for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates as set forth above does not exceed the amount as previously authorized by the Special Tax Ordinance of this legislative body, and is not in excess of that as previously approved by the qualified electors of the District.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the special tax for the above specified Fiscal Year and the amount of the special tax to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. That the proceeds of the special tax shall be used only to pay the following costs and expenses:

(a) Costs of those services authorized to be financed by the District;

(b) Costs incurred by the District and the City in the annual levy and collection of the special taxes;

(c) Administrative costs of the District; and

(d) Any incidental expenses authorized to be financed by the District.

SECTION 6. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax.

SECTION 7. All monies above collected shall be paid into the Community Facilities District No. 44 Fund.

SECTION 8. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 44 Special Tax," or by any other suitable designation, the installment of the special tax.

SECTION 9. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 10. This legislative body hereby certifies that the levy of the special tax was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 16th day of July 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 44
(ESPERANZA SERVICES)

SPECIAL TAX RATES
FOR FISCAL YEAR 2024-25

Land Use	FY 2024-25 Tax Rates
Residential Property:	
Single Family Detached	$1,371.52 per Unit
Multiple Family	$1,188.88 per Unit
Gated Apartment Community	$996.93 per Unit
Non-Residential Property	$0.253700 per Sq. Ft.

RESOLUTION NO. _____

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

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of special taxes (the "Special Taxes") in the City of Ontario Community Facilities District No. 45 (Northpark and Countryside) (the "District"), all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the "Act"), being Chapter 2.5, Part 1, Division 2, Title 5, of the California Government Code; and

WHEREAS, the City Council did, by the enactment of Ordinance No. 3105 (the "Special Tax Ordinance") as authorized by Section 53340 of the Act, authorize the levy of the Special Taxes to pay the costs of providing the Facilities and Services and incidental expenses (as such terms are defined in the Special Tax Ordinance), and the City Council is desirous to establish the specific rates of the Special Taxes to be collected for the specified Fiscal Year and the portion thereof to be applied to each of the costs of providing the Facilities and incidental expenses and the costs of providing the Services; and

WHEREAS, the Special Taxes consist of a "Special Tax A" (the "Special Tax A"), which were authorized to pay the costs of providing the Facilities and Services and incidental expenses, and a "Special Tax B" (the "Special Tax B"), which were authorized to pay the costs of providing the Services and incidental expenses.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amounts of each of Special Tax A and Special Tax B to be collected for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates of each of Special Tax A and Special Tax B as set forth above do not exceed the respective rates previously approved by the qualified electors of the District and authorized by the Special Tax Ordinance.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the Special Taxes for the above specified Fiscal Year and the amount of the Special Taxes to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but

not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. The portion of Special Tax A to be collected for the referenced Fiscal Year (a) to pay the costs of providing the Facilities and incidental expenses shall be 100% of the rates and amounts of Special Tax A to be collected for such Fiscal Year as set forth in the attached Exhibit "A", and (b) to pay the costs of providing the Services shall be 0% of the rates and amounts of Special Tax A to be collected for such Fiscal Year as set forth in the attached Exhibit "A".

SECTION 6. The proceeds of Special Tax A collected to pay the costs of providing the Facilities and incidental expenses shall be used only to:

(a) pay debt service on all outstanding bonds or other debt (as defined in Section 53317(d) of the Act) issued by the District under the Act and payable from Special Tax A (the "Bonds");

(b) pay periodic costs on the Bonds, including, but not limited to, credit enhancement and rebate payments on the Bonds;

(c) pay a pro rata share of administrative expenses (including costs incurred by the District and the City in the annual levy and collection of the Special Taxes);

(d) provide any amounts required to establish or replenish any reserve fund for the Bonds; and

(e) pay directly for acquisition or construction of Facilities.

SECTION 7. The proceeds of Special Tax A collected to pay the costs of providing the Services shall be used only to pay the costs of providing such Services.

SECTION 8. The proceeds of Special Tax B collected to pay the costs of providing the Services and incidental expenses shall be used only to pay the costs of Services and a pro rata share of administrative expenses (including costs incurred by the District and the City in the annual levy and collection of the Special Taxes).

SECTION 9. The Special Taxes shall be collected in the same manner as ordinary *ad valorem* property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for *ad valorem* taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any Special Taxes.

SECTION 10. All Special Tax A amounts collected to provide costs of providing the Facilities and incidental expenses shall be deposited in the Special Tax Fund of the District. All Special Tax A amounts collected to provide costs of providing the Services shall be deposited in the Government Fund.

All Special Tax B amounts collected shall be deposited in the Government Fund.

SECTION 11. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked “CFD No. 45 Special Tax A,” or by any other suitable designation, the installment of Special Tax A.

The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked “CFD No. 45 Special Tax B,” or by any other suitable designation, the installment of Special Tax B.

SECTION 12. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 13. The City Council hereby certifies that the levy of the Special Taxes was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 16th day of July 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, California, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 45
(NORTHPARK AND COUNTRYSIDE)

SPECIAL TAX RATES
FOR FISCAL YEAR 2024-25

ANNUAL FACILITIES SPECIAL TAX A RATES

Land Use	Residential Floor Area (Sq. Ft.)	FY 2024-25 Tax Rates A
Developed Property:		
Single Family Property	<1,701	$2,063.00 per Unit
Single Family Property	1,701-1,900	$2,216.00 per Unit
Single Family Property	1,901-2,100	$2,334.00 per Unit
Single Family Property	2,101-2,300	$2,513.00 per Unit
Single Family Property	2,301-2,500	$2,754.00 per Unit
Single Family Property	2,501-2,700	$2,879.00 per Unit
Single Family Property	2,701-2,900	$2,904.00 per Unit
Single Family Property	2,901-3,100	$3,234.00 per Unit
Single Family Property	>3,100	$3,415.00 per Unit
Other Residential Property	N/A	$25,989.00 per Acre
Non-Residential Property	N/A	$25,989.00 per Acre
Final Mapped Property	N/A	$0.00 per Acre
Undeveloped Property	N/A	$0.00 per Acre

ANNUAL SERVICES SPECIAL TAX B RATES

Developed Property Land Use	FY 2024-25 Tax Rates B
Residential Property:	
Single Family	$1,371.52 per Unit
Multiple Family	$1,188.88 per Unit
Gated Apartment Community	$996.93 per Unit
Non-Residential Property	$0.253700 per Sq. Ft.

RESOLUTION NO. _____

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

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of special taxes (the "Special Taxes") in the City of Ontario Community Facilities District No. 46 (Avenue 176 Facilities) (the "District"), all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the "Act"), being Chapter 2.5, Part 1, Division 2, Title 5, of the California Government Code; and

WHEREAS, the City Council did, by the enactment of Ordinance No. 3149 (the "Special Tax Ordinance") as authorized by Section 53340 of the Act, authorize the levy of the Special Taxes to pay the costs of providing the Facilities and Services and incidental expenses (as such terms are defined in the Special Tax Ordinance), and the City Council is desirous to establish the specific rates of the Special Taxes to be collected for the specified Fiscal Year and the portion thereof to be applied to each of the costs of providing the Facilities and incidental expenses and the costs of providing the Services.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amounts of the Special Taxes to be collected for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates of the Special Taxes as set forth above do not exceed the rates previously approved by the qualified electors of the District and authorized by the Special Tax Ordinance.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the Special Taxes for the above specified Fiscal Year and the amount of the Special Taxes to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. The portion of the Special Taxes to be collected for the referenced Fiscal Year (a) to pay the costs of providing the Facilities and incidental expenses shall be 100% of the rates and amounts of the Special Taxes to be collected

for such Fiscal Year as set forth in the attached Exhibit "A", and (b) to pay the costs of providing the Services shall be 0% of the rates and amounts of the Special Taxes to be collected for such Fiscal Year as set forth in the attached Exhibit "A".

SECTION 6. The proceeds of the Special Taxes collected to pay the costs of providing the Facilities and incidental expenses shall be used only to:

(a) pay debt service on all outstanding bonds or other debt (as defined in Section 53317(d) of the Act) issued by the District under the Act and payable from the Special Taxes (the "Bonds");

(b) pay periodic costs on the Bonds, including, but not limited to, credit enhancement and rebate payments on the Bonds;

(c) pay administrative expenses (including costs incurred by the District and the City in the annual levy and collection of the Special Taxes);

(d) provide any amounts required to establish or replenish any reserve fund for the Bonds; and

(e) pay directly for acquisition or construction of Facilities.

SECTION 7. The proceeds of the Special Taxes collected to pay the costs of providing the Services shall be used only to pay the costs of providing such Services.

SECTION 8. The Special Taxes shall be collected in the same manner as ordinary *ad valorem* property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for *ad valorem* taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any Special Taxes.

SECTION 9. All Special Taxes collected to provide costs of providing the Facilities and incidental expenses shall be deposited in the Special Tax Fund of the District. All Special Taxes collected to provide costs of providing the the Services shall be deposited in the Government Fund.

SECTION 10. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 46 Special Tax," or by any other suitable designation, the installment of the Special Taxes.

SECTION 11. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 12. The City Council hereby certifies that the levy of the Special Taxes was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 16th day of July 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, California, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 46
(AVENUE 176 FACILITIES)

SPECIAL TAX RATES
FOR FISCAL YEAR 2024-25

Land Use	Residential Floor Area (Sq. Ft.)	FY 2024-25 Tax Rates
Developed Property:		
Single Family Property	<2,151	$2,167.00 per Unit
Single Family Property	2,151-2,350	$2,274.00 per Unit
Single Family Property	2,351-2,550	$2,751.00 per Unit
Single Family Property	2,551-2,750	$2,879.00 per Unit
Single Family Property	2,751-2,950	$3,141.00 per Unit
Single Family Property	2,951-3,150	$3,275.00 per Unit
Single Family Property	3,151-3,350	$3,416.00 per Unit
Single Family Property	3,351-3,550	$3,666.00 per Unit
Single Family Property	>3,550	$3,901.00 per Unit
Other Residential Property	N/A	$26,735.00 per Acre
Non-Residential Property	N/A	$26,735.00 per Acre
Final Mapped Property	N/A	$0.00 per Acre
Undeveloped Property	N/A	$0.00 per Acre

RESOLUTION NO. _____

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

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of a special tax in a community facilities district, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the “Act”), being Chapter 2.5, Part 1, Division 2, Title 5, of the Government Code of the State of California. This Community Facilities District is designated as City of Ontario Community Facilities District No. 47 (Colony Commerce Center West I Services) (hereinafter referred to as "District"); and

WHEREAS, the City Council did, acting as the legislative body of the District, by the enactment of Ordinance No. 3107 (the "Special Tax Ordinance") as authorized by Section 53340 of the Government Code of the State of California, authorize the levy of a special tax to pay for costs and expenses related to the District, and this legislative body is desirous to establish the specific rates of the special tax to be collected for the specified Fiscal Year.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amount of the special tax to be collected to pay for the costs and expenses (as defined in Section 5 below) for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates as set forth above does not exceed the amount as previously authorized by the Special Tax Ordinance of this legislative body, and is not in excess of that as previously approved by the qualified electors of the District.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the special tax for the above specified Fiscal Year and the amount of the special tax to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. That the proceeds of the special tax shall be used only to pay the following costs and expenses:

(a) Costs of providing services authorized to be financed by the District;

(b) Costs incurred by the District and the City in the annual levy and collection of the special taxes;

(c) Administrative costs of the District; and

(d) Any incidental expenses authorized to be financed by the District.

SECTION 6. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax.

SECTION 7. All monies above collected shall be paid into the Community Facilities District No. 47 Fund.

SECTION 8. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 47 Special Tax," or by any other suitable designation, the installment of the special tax.

SECTION 9. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 10. This legislative body hereby certifies that the levy of the special tax was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 16th day of July 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 47
(COLONY COMMERCE CENTER WEST I SERVICES)

SPECIAL TAX RATES
FOR FISCAL YEAR 2024-25

Land Use	FY 2024-25 Tax Rates
Residential Property:	
Single Family Detached	$1,352.23 per Unit
Multiple Family	$1,172.16 per Unit
Gated Apartment Community	$982.91 per Unit
Non-Residential Property	$0.250105 per Sq. Ft.

RESOLUTION NO. _____

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

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of a special tax in a community facilities district, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the “Act”), being Chapter 2.5, Part 1, Division 2, Title 5, of the Government Code of the State of California. This Community Facilities District is designated as City of Ontario Community Facilities District No. 48 (Tevelde Services) (hereinafter referred to as "District"); and

WHEREAS, the City Council did, acting as the legislative body of the District, by the enactment of Ordinance No. 3127 (the "Special Tax Ordinance") as authorized by Section 53340 of the Government Code of the State of California, authorize the levy of a special tax to pay for costs and expenses related to the District, and this legislative body is desirous to establish the specific rates of the special tax to be collected for the specified Fiscal Year.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amount of the special tax to be collected to pay for the costs and expenses (as defined in Section 5 below) for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates as set forth above does not exceed the amount as previously authorized by the Special Tax Ordinance of this legislative body, and is not in excess of that as previously approved by the qualified electors of the District.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the special tax for the above specified Fiscal Year and the amount of the special tax to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. That the proceeds of the special tax shall be used only to pay the following costs and expenses:

(a) Costs of those services authorized to be financed by the District;

(b) Costs incurred by the District and the City in the annual levy and collection of the special taxes;

(c) Administrative costs of the District; and

(d) Any incidental expenses authorized to be financed by the District.

SECTION 6. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax.

SECTION 7. All monies above collected shall be paid into the Community Facilities District No. 48 Fund.

SECTION 8. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 48 Special Tax," or by any other suitable designation, the installment of the special tax.

SECTION 9. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 10. This legislative body hereby certifies that the levy of the special tax was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 16th day of July 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 48
(TEVELDE SERVICES)

SPECIAL TAX RATES
FOR FISCAL YEAR 2024-25

Land Use	FY 2024-25 Tax Rates
Residential Property:	
Single Family	$1,371.52 per Unit
Multiple Family	$1,188.60 per Unit
Gated Apartment Community	$996.73 per Unit
Non-Residential Property	$0.252000 per Sq. Ft.

RESOLUTION NO. _____

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

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of a special tax in a community facilities district, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the “Act”), being Chapter 2.5, Part 1, Division 2, Title 5, of the Government Code of the State of California. This Community Facilities District is designated as City of Ontario Community Facilities District No. 49 (Avenue 176 Services) (hereinafter referred to as "District"); and

WHEREAS, the City Council did, acting as the legislative body of the District, by the enactment of Ordinance No. 3139 (the "Special Tax Ordinance") as authorized by Section 53340 of the Government Code of the State of California, authorize the levy of a special tax to pay for costs and expenses related to the District, and this legislative body is desirous to establish the specific rates of the special tax to be collected for the specified Fiscal Year.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amount of the special tax to be collected to pay for the costs and expenses (as defined in Section 5 below) for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates as set forth above does not exceed the amount as previously authorized by the Special Tax Ordinance of this legislative body, and is not in excess of that as previously approved by the qualified electors of the District.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the special tax for the above specified Fiscal Year and the amount of the special tax to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. That the proceeds of the special tax shall be used only to pay the following costs and expenses:

(a) Costs of those services authorized to be financed by the District;

(b) Costs incurred by the District and the City in the annual levy and collection of the special taxes;

(c) Administrative costs of the District; and

(d) Any incidental expenses authorized to be financed by the District.

SECTION 6. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax.

SECTION 7. All monies above collected shall be paid into the Community Facilities District No. 49 Fund.

SECTION 8. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 49 Special Tax," or by any other suitable designation, the installment of the special tax.

SECTION 9. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 10. This legislative body hereby certifies that the levy of the special tax was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 16th day of July 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 49
(AVENUE 176 SERVICES)

SPECIAL TAX RATES
FOR FISCAL YEAR 2024-25

Land Use	FY 2024-25 Tax Rates
Residential Property:	
Single Family Detached	$1,371.52 per Unit
Multiple Family	$1,188.60 per Unit
Gated Apartment Community	$996.73 per Unit
Non-Residential Property	$0.252000 per Sq. Ft.

RESOLUTION NO. _____

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

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of a special tax in a community facilities district, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the “Act”), being Chapter 2.5, Part 1, Division 2, Title 5, of the Government Code of the State of California. This Community Facilities District is designated as City of Ontario Community Facilities District No. 50 (West Ontario Logistics Center Services) (hereinafter referred to as "District"); and

WHEREAS, the City Council did, acting as the legislative body of the District, by the enactment of Ordinance No. 3132 (the "Special Tax Ordinance") as authorized by Section 53340 of the Government Code of the State of California, authorize the levy of a special tax to pay for costs and expenses related to the District, and this legislative body is desirous to establish the specific rates of the special tax to be collected for the specified Fiscal Year.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amount of the special tax to be collected to pay for the costs and expenses (as defined in Section 5 below) for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates as set forth above does not exceed the amount as previously authorized by the Special Tax Ordinance of this legislative body, and is not in excess of that as previously approved by the qualified electors of the District.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the special tax for the above specified Fiscal Year and the amount of the special tax to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. That the proceeds of the special tax shall be used only to pay the following costs and expenses:

(a) Costs of those services authorized to be financed by the District;

(b) Costs incurred by the District and the City in the annual levy and collection of the special taxes;

(c) Administrative costs of the District; and

(d) Any incidental expenses authorized to be financed by the District.

SECTION 6. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax.

SECTION 7. All monies above collected shall be paid into the Community Facilities District No. 50 Fund.

SECTION 8. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 50 Special Tax," or by any other suitable designation, the installment of the special tax.

SECTION 9. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 10. This legislative body hereby certifies that the levy of the special tax was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 16th day of July 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 50
(WEST ONTARIO LOGISTICS CENTER SERVICES)

SPECIAL TAX RATES
FOR FISCAL YEAR 2024-25

Land Use	FY 2024-25 Tax Rates
Residential Property:	
Single Family Detached	$1,361.06 per Unit
Multiple Family	$1,179.53 per Unit
Gated Apartment Community	$989.13 per Unit
Non-Residential Property	$0.250105 per Sq. Ft.

RESOLUTION NO. _____

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

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of a special tax in a community facilities district, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the “Act”), being Chapter 2.5, Part 1, Division 2, Title 5, of the Government Code of the State of California. This Community Facilities District is designated as City of Ontario Community Facilities District No. 51 (Ontario Ranch Logistics Center Services) (hereinafter referred to as "District"); and

WHEREAS, the City Council did, acting as the legislative body of the District, by the enactment of Ordinance No. 3140 (the "Special Tax Ordinance") as authorized by Section 53340 of the Government Code of the State of California, authorize the levy of a special tax to pay for costs and expenses related to the District, and this legislative body is desirous to establish the specific rates of the special tax to be collected for the specified Fiscal Year.

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

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amount of the special tax to be collected to pay for the costs and expenses (as defined in Section 5 below) for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates as set forth above does not exceed the amount as previously authorized by the Special Tax Ordinance of this legislative body, and is not in excess of that as previously approved by the qualified electors of the District.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the special tax for the above specified Fiscal Year and the amount of the special tax to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. That the proceeds of the special tax shall be used only to pay the following costs and expenses:

(a) Costs of those services authorized to be financed by the District;

(b) Costs incurred by the District and the City in the annual levy and collection of the special taxes;

(c) Administrative costs of the District; and

(d) Any incidental expenses authorized to be financed by the District.

SECTION 6. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax.

SECTION 7. All monies above collected shall be paid into the Community Facilities District No. 51 Fund.

SECTION 8. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 51 Special Tax," or by any other suitable designation, the installment of the special tax.

SECTION 9. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 10. This legislative body hereby certifies that the levy of the special tax was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 16th day of July 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 51
(ONTARIO RANCH LOGISTICS CENTER SERVICES)

SPECIAL TAX RATES
FOR FISCAL YEAR 2024-25

Land Use	FY 2024-25 Tax Rates
Residential Property:	
Single Family Detached	$1,361.06 per Unit
Multiple Family	$1,179.53 per Unit
Gated Apartment Community	$989.13 per Unit
Non-Residential Property	$0.250105 per Sq. Ft.

RESOLUTION NO. _____

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

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of special taxes (the "Special Taxes") in the City of Ontario Community Facilities District No. 53 (Tevelde Facilities) (the "District"), all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the "Act"), being Chapter 2.5, Part 1, Division 2, Title 5, of the California Government Code; and

WHEREAS, the City Council did, by the enactment of Ordinance No. 3158 (the "Special Tax Ordinance") as authorized by Section 53340 of the Act, authorize the levy of the Special Taxes to pay the costs of providing the Facilities and Services and incidental expenses (as such terms are defined in the Special Tax Ordinance), and the City Council is desirous to establish the specific rates of the Special Taxes to be collected for the specified Fiscal Year and the portion thereof to be applied to each of the costs of providing the Facilities and incidental expenses and the costs of providing the Services.

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

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amounts of the Special Taxes to be collected for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates of the Special Taxes as set forth above do not exceed the rates previously approved by the qualified electors of the District and authorized by the Special Tax Ordinance.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the Special Taxes for the above specified Fiscal Year and the amount of the Special Taxes to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. The portion of the Special Taxes to be collected for the referenced Fiscal Year (a) to pay the costs of providing the Facilities and incidental

expenses shall be 100% of the rates and amounts of the Special Taxes to be collected for such Fiscal Year as set forth in the attached Exhibit "A", and (b) to pay the costs of providing the Services shall be 0% of the rates and amounts of the Special Taxes to be collected for such Fiscal Year as set forth in the attached Exhibit "A".

SECTION 6. The proceeds of the Special Taxes collected to pay the costs of providing the Facilities and incidental expenses shall be used only to:

(a) pay debt service on all outstanding bonds or other debt (as defined in Section 53317(d) of the Act) issued by the District under the Act and payable from the Special Taxes (the "Bonds");

(b) pay periodic costs on the Bonds, including, but not limited to, credit enhancement and rebate payments on the Bonds;

(c) pay administrative expenses (including costs incurred by the District and the City in the annual levy and collection of the Special Taxes);

(d) provide any amounts required to establish or replenish any reserve fund for the Bonds; and

(e) pay directly for acquisition or construction of Facilities.

SECTION 7. The proceeds of the Special Taxes collected to pay the costs of providing the Services shall be used only to pay the costs of providing such Services.

SECTION 8. The Special Taxes shall be collected in the same manner as ordinary *ad valorem* property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for *ad valorem* taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any Special Taxes.

SECTION 9. All Special Taxes collected to provide costs of providing the Facilities and incidental expenses shall be deposited in the Special Tax Fund of the District All Special Taxes collected to provide costs of providing the Services shall be deposited in the Government Fund.

SECTION 10. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 53 Special Tax," or by any other suitable designation, the installment of the Special Taxes.

SECTION 11. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 12. The City Council hereby certifies that the levy of the Special Taxes was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 16th day of July 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, California, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 53
(TEVELDE FACILITIES)

SPECIAL TAX RATES
FOR FISCAL YEAR 2024-25

Land Use	Residential Floor Area (Sq. Ft.)	FY 2024-25 Tax Rates
Developed Property:		
Single Family Detached Property	<2,201	$2,529.00 per Unit
Single Family Detached Property	2,201-2,300	$2,642.00 per Unit
Single Family Detached Property	2,301-2,400	$2,798.00 per Unit
Single Family Detached Property	2,401-2,500	$2,956.00 per Unit
Single Family Detached Property	2,501-2,600	$3,049.00 per Unit
Single Family Detached Property	2,601-2,700	$3,094.00 per Unit
Single Family Detached Property	2,701-2,800	$3,260.00 per Unit
Single Family Detached Property	2,801-2,900	$3,329.00 per Unit
Single Family Detached Property	2,901-3,000	$3,484.00 per Unit
Single Family Detached Property	3,001-3,100	$3,639.00 per Unit
Single Family Detached Property	3,101-3,200	$3,657.00 per Unit
Single Family Detached Property	3,201-3,300	$3,770.00 per Unit
Single Family Detached Property	3,301-3,400	$3,974.00 per Unit
Single Family Detached Property	3,401-3,500	$3,998.00 per Unit
Single Family Detached Property	3,501-3,600	$4,108.00 per Unit
Single Family Detached Property	3,601-3,700	$4,221.00 per Unit
Single Family Detached Property	3,701-3,800	$4,356.00 per Unit
Single Family Detached Property	>3,800	$4,437.00 per Unit
One Story Property	<2,201	$2,946.00 per Unit
One Story Property	2,201-2,300	$3,042.00 per Unit
One Story Property	2,301-2,400	$3,123.00 per Unit
One Story Property	>2400	$3,198.00 per Unit
	Tract No.	
Other Property	18929	$33,652.00 per Acre
Other Property	18930	$33,652.00 per Acre
Final Mapped Property	18929	$0.00 per Acre
Final Mapped Property	18930	$0.00 per Acre
Undeveloped Property	18929	$0.00 per Acre
Undeveloped Property	18930	$0.00 per Acre

RESOLUTION NO. _____

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

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of special taxes (the "Special Taxes") in the City of Ontario Community Facilities District No. 54 (Esperanza Facilities) (the "District"), all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the "Act"), being Chapter 2.5, Part 1, Division 2, Title 5, of the California Government Code; and

WHEREAS, the City Council did, by the enactment of Ordinance No. 3162 (the "Special Tax Ordinance") as authorized by Section 53340 of the Act, authorize the levy of the Special Taxes to pay the costs of providing the Facilities and Services and incidental expenses (as such terms are defined in the Special Tax Ordinance), and the City Council is desirous to establish the specific rates of the Special Taxes to be collected for the specified Fiscal Year and the portion thereof to be applied to each of the costs of providing the Facilities and incidental expenses and the costs of providing the Services.

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

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amounts of the Special Taxes to be collected for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates of the Special Taxes as set forth above do not exceed the rates previously approved by the qualified electors of the District and authorized by the Special Tax Ordinance.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the Special Taxes for the above specified Fiscal Year and the amount of the Special Taxes to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. The portion of the Special Taxes to be collected for the referenced Fiscal Year (a) to pay the costs of providing the Facilities and incidental

expenses shall be 100% of the rates and amounts of the Special Taxes to be collected for such Fiscal Year as set forth in the attached Exhibit "A", and (b) to pay the costs of providing the Services shall be 0% of the rates and amounts of the Special Taxes to be collected for such Fiscal Year as set forth in the attached Exhibit "A".

SECTION 6. The proceeds of the Special Taxes collected to pay the costs of providing the Facilities and incidental expenses shall be used only to:

(a) pay debt service on all outstanding bonds or other debt (as defined in Section 53317(d) of the Act) issued by the District under the Act and payable from the Special Taxes (the "Bonds");

(b) pay periodic costs on the Bonds, including, but not limited to, credit enhancement and rebate payments on the Bonds;

(c) pay administrative expenses (including costs incurred by the District and the City in the annual levy and collection of the Special Taxes);

(d) provide any amounts required to establish or replenish any reserve fund for the Bonds; and

(e) pay directly for acquisition or construction of Facilities.

SECTION 7. The proceeds of the Special Taxes collected to pay the costs of providing the Services shall be used only to pay the costs of providing such Services.

SECTION 8. The Special Taxes shall be collected in the same manner as ordinary *ad valorem* property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for *ad valorem* taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any Special Taxes.

SECTION 9. All Special Taxes collected to provide costs of providing the Facilities and incidental expenses shall be deposited in the Special Tax Fund of the District. All Special Taxes collected to provide costs of providing the Services shall be deposited in the Government Fund.

SECTION 10. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 54 Special Tax," or by any other suitable designation, the installment of the Special Taxes.

SECTION 11. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 12. The City Council hereby certifies that the levy of the Special Taxes was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 16th day of July 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, California, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 54
(ESPERANZA FACILITIES)

SPECIAL TAX RATES
FOR FISCAL YEAR 2024-25

Land Use	Residential Floor Area (Sq. Ft.)	FY 2024-25 Tax Rates
Developed Property:		
Single Family Detached Property	<2,201	$2,574.00 per Unit
Single Family Detached Property	2,201-2,400	$2,848.00 per Unit
Single Family Detached Property	2,401-2,600	$3,016.00 per Unit
Single Family Detached Property	2,601-2,800	$3,216.00 per Unit
Single Family Detached Property	2,801-3,000	$3,441.00 per Unit
Single Family Detached Property	3,001-3,200	$3,579.00 per Unit
Single Family Detached Property	>3,200	$3,761.00 per Unit
Single Family Attached Property	<901	$1,090.00 per Unit
Single Family Attached Property	901-1,100	$1,166.00 per Unit
Single Family Attached Property	1,101-1,300	$1,312.00 per Unit
Single Family Attached Property	1,301-1,500	$1,484.00 per Unit
Single Family Attached Property	1,501-1,700	$1,623.00 per Unit
Single Family Attached Property	1,701-1,900	$1,766.00 per Unit
Single Family Attached Property	>1,900	$1,840.00 per Unit
Other Residential Property	N/A	$32,813.00 per Acre
Non-Residential Property	N/A	$32,813.00 per Acre
Final Mapped Property	N/A	$0.00 per Acre
Undeveloped Property	N/A	$0.00 per Acre

RESOLUTION NO. _____

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

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of special taxes (the "Special Taxes") in the City of Ontario Community Facilities District No. 55 (Parklane) (the "District"), all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the "Act"), being Chapter 2.5, Part 1, Division 2, Title 5, of the California Government Code; and

WHEREAS, the City Council did, by the enactment of Ordinance No. 3177 (the "Special Tax Ordinance") as authorized by Section 53340 of the Act, authorize the levy of the Special Taxes to pay the costs of providing the Facilities and Services and incidental expenses (as such terms are defined in the Special Tax Ordinance), and the City Council is desirous to establish the specific rates of the Special Taxes to be collected for the specified Fiscal Year and the portion thereof to be applied to each of the costs of providing the Facilities and incidental expenses and the costs of providing the Services; and

WHEREAS, the Special Taxes consist of a "Special Tax A" (the "Special Tax A"), which were authorized to pay the costs of providing the Facilities and Services and incidental expenses, and a "Special Tax B" (the "Special Tax B"), which were authorized to pay the costs of providing the Services and incidental expenses.

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

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amounts of each of Special Tax A and Special Tax B to be collected for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates of each of Special Tax A and Special Tax B as set forth above do not exceed the respective rates previously approved by the qualified electors of the District and authorized by the Special Tax Ordinance.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the Special Taxes for the above specified Fiscal Year and the amount of the Special Taxes to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino

on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. The portion of Special Tax A to be collected for the referenced Fiscal Year (a) to pay the costs of providing the Facilities and incidental expenses shall be 100% of the rates and amounts of Special Tax A to be collected for such Fiscal Year as set forth in the attached Exhibit "A", and (b) to pay the costs of providing the Services shall be 0% of the rates and amounts of Special Tax A to be collected for such Fiscal Year as set forth in the attached Exhibit "A".

SECTION 6. The proceeds of Special Tax A collected to pay the costs of providing the Facilities and incidental expenses shall be used only to:

(a) pay debt service on all outstanding bonds or other debt (as defined in Section 53317(d) of the Act) issued by the District under the Act and payable from Special Tax A (the "Bonds");

(b) pay periodic costs on the Bonds, including, but not limited to, credit enhancement and rebate payments on the Bonds;

(c) pay a pro rata share of administrative expenses (including costs incurred by the District and the City in the annual levy and collection of the Special Taxes);

(d) provide any amounts required to establish or replenish any reserve fund for the Bonds; and

(e) pay directly for acquisition or construction of Facilities.

SECTION 7. The proceeds of Special Tax A collected to pay the costs of providing the Services shall be used only to pay the costs of providing such Services.

SECTION 8. The proceeds of Special Tax B collected to pay the costs of providing the Services and incidental expenses shall be used only to pay the costs of Services and a pro rata share of administrative expenses (including costs incurred by the District and the City in the annual levy and collection of the Special Taxes).

SECTION 9. The Special Taxes shall be collected in the same manner as ordinary *ad valorem* property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for *ad valorem* taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any Special Taxes.

SECTION 10. All Special Tax A amounts collected to provide costs of providing the Facilities and incidental expenses shall be deposited in the Special Tax Fund of the District. All Special Tax A amounts collected to provide costs of providing the Services shall be deposited in the Government Fund.

All Special Tax B amounts collected shall be deposited in the Government Fund.

SECTION 11. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 55 Special Tax A," or by any other suitable designation, the installment of Special Tax A.

The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 55 Special Tax B," or by any other suitable designation, the installment of Special Tax B.

SECTION 12. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 13. The City Council hereby certifies that the levy of the Special Taxes was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 16th day of July 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, California, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 55
(PARKLANE)

SPECIAL TAX RATES
FOR FISCAL YEAR 2024-25

ANNUAL FACILITIES SPECIAL TAX A RATES

Land Use	Residential Floor Area (Sq. Ft.)	FY 2024-25 Tax Rates A
Developed Property:		
Single Family Property	<2,301	$2,784.00 per Unit
Single Family Property	2,301-2,500	$2,936.00 per Unit
Single Family Property	2,501-2,700	$3,078.00 per Unit
Single Family Property	2,701-2,900	$3,300.00 per Unit
Single Family Property	2,901-3,100	$3,478.00 per Unit
Single Family Property	3,101-3,300	$3,696.00 per Unit
Single Family Property	3,301-3,500	$3,880.00 per Unit
Single Family Property	>3,500	$4,000.00 per Unit
Other Residential Property	N/A	$30,531.00 per Acre
Non-Residential Property	N/A	$30,531.00 per Acre
Final Mapped Property	N/A	$0.00 per Acre
Undeveloped Property	N/A	$0.00 per Acre

ANNUAL SERVICES SPECIAL TAX B RATES

Developed Property Land Use	FY 2024-25 Tax Rates B
Residential Property:	
Single Family	$1,371.52 per Unit
Multiple Family	$1,188.90 per Unit
Gated Apartment Community	$996.51 per Unit
Non-Residential Property	$0.255500 per Sq. Ft.

RESOLUTION NO. _____

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

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of special taxes (the "Special Taxes") in the City of Ontario Community Facilities District No. 56 (Parkside/La Avenida) (the "District"), all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the "Act"), being Chapter 2.5, Part 1, Division 2, Title 5, of the California Government Code; and

WHEREAS, the City Council did, by the enactment of Ordinance No. 3199 (the "Special Tax Ordinance") as authorized by Section 53340 of the Act, authorize the levy of the Special Taxes to pay the costs of providing the Facilities and Services and incidental expenses (as such terms are defined in the Special Tax Ordinance), and the City Council is desirous to establish the specific rates of the Special Taxes to be collected for the specified Fiscal Year and the portion thereof to be applied to each of the costs of providing the Facilities and incidental expenses and the costs of providing the Services; and

WHEREAS, the Special Taxes consist of a "Special Tax A" (the "Special Tax A"), which were authorized to pay the costs of providing the Facilities and Services and incidental expenses, and a "Special Tax B" (the "Special Tax B"), which were authorized to pay the costs of providing the Services and incidental expenses.

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

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amounts of each of Special Tax A and Special Tax B to be collected for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates of each of Special Tax A and Special Tax B as set forth above do not exceed the respective rates previously approved by the qualified electors of the District and authorized by the Special Tax Ordinance.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the Special Taxes for the above specified Fiscal Year and the amount of the Special Taxes to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino

on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. The portion of Special Tax A to be collected for the referenced Fiscal Year (a) to pay the costs of providing the Facilities and incidental expenses shall be 100% of the rates and amounts of Special Tax A to be collected for such Fiscal Year as set forth in the attached Exhibit "A", and (b) to pay the costs of providing the Services shall be 0% of the rates and amounts of Special Tax A to be collected for such Fiscal Year as set forth in the attached Exhibit "A".

SECTION 6. The proceeds of Special Tax A collected to pay the costs of providing the Facilities and incidental expenses shall be used only to:

(a) pay debt service on all outstanding bonds or other debt (as defined in Section 53317(d) of the Act) issued by the District under the Act and payable from Special Tax A (the "Bonds");

(b) pay periodic costs on the Bonds, including, but not limited to, credit enhancement and rebate payments on the Bonds;

(c) pay a pro rata share of administrative expenses (including costs incurred by the District and the City in the annual levy and collection of the Special Taxes);

(d) provide any amounts required to establish or replenish any reserve fund for the Bonds; and

(e) pay directly for acquisition or construction of Facilities.

SECTION 7. The proceeds of Special Tax A collected to pay the costs of providing the Services shall be used only to pay the costs of providing such Services.

SECTION 8. The proceeds of Special Tax B collected to pay the costs of providing the Services and incidental expenses shall be used only to pay the costs of Services and a pro rata share of administrative expenses (including costs incurred by the District and the City in the annual levy and collection of the Special Taxes).

SECTION 9. The Special Taxes shall be collected in the same manner as ordinary *ad valorem* property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for *ad valorem* taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any Special Taxes.

SECTION 10. All Special Tax A amounts collected to provide costs of providing the Facilities and incidental expenses shall be deposited in the Special Tax Fund of the District. All Special Tax A amounts collected to provide costs of providing the Services shall be deposited in the Government Fund.

All Special Tax B amounts collected shall be deposited in the Government Fund.

SECTION 11. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 56 Special Tax A," or by any other suitable designation, the installment of Special Tax A.

The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 56 Special Tax B," or by any other suitable designation, the installment of Special Tax B.

SECTION 12. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 13. The City Council hereby certifies that the levy of the Special Taxes was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 16th day of July 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST KRIEGER, LLP

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, California, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 56
(PARKSIDE/LA AVENIDA)

SPECIAL TAX RATES
FOR FISCAL YEAR 2024-25

ANNUAL FACILITIES SPECIAL TAX A RATES

Land Use	Residential Floor Area (Sq. Ft.)	FY 2024-25 Tax Rates A
Tax Zone 1 Developed Property:		
Single Family Property	<1,801	$2,758.00 per Unit
Single Family Property	1,801-1,900	$2,845.00 per Unit
Single Family Property	1,901-2,000	$2,868.00 per Unit
Single Family Property	2,001-2,100	$2,935.00 per Unit
Single Family Property	2,101-2,200	$3,066.00 per Unit
Single Family Property	2,201-2,300	$3,102.00 per Unit
Single Family Property	2,301-2,400	$3,169.00 per Unit
Single Family Property	2,401-2,500	$3,255.00 per Unit
Single Family Property	>2,500	$3,349.00 per Unit
Other Residential	N/A	$48,482.00 per Acre
Non-Residential	N/A	$48,482.00 per Acre
Tax Zone 2 Developed Property:		
Single Family Property	<901	$2,184.00 per Unit
Single Family Property	901-1,000	$2,371.00 per Unit
Single Family Property	1,001-1,100	$2,542.00 per Unit
Single Family Property	1,101-1,200	$2,693.00 per Unit
Single Family Property	1,201-1,300	$2,924.00 per Unit
Single Family Property	1,301-1,400	$3,175.00 per Unit
Single Family Property	1,401-1,500	$3,283.00 per Unit
Single Family Property	1,501-1,600	$3,340.00 per Unit
Single Family Property	1,601-1,700	$3,436.00 per Unit
Single Family Property	1,701-1,800	$3,561.00 per Unit
Single Family Property	1,801-1,900	$3,778.00 per Unit
Single Family Property	1,901-2,000	$4,055.00 per Unit
Single Family Property	>2,000	$4,192.00 per Unit
Other Residential	N/A	$76,571.00 per Acre
Non-Residential	N/A	$76,571.00 per Acre

Tax Zone 3 Developed Property:		
Single Family Detached Property	<1,101	$2,508.00 per Unit
Single Family Detached Property	1,101-1,300	$2,694.00 per Unit
Single Family Detached Property	1,301-1,500	$3,301.00 per Unit
Single Family Detached Property	1,501-1,700	$3,306.00 per Unit
Single Family Detached Property	1,701-1,900	$3,620.00 per Unit
Single Family Detached Property	1,900-2,100	$4,013.00 per Unit
Single Family Detached Property	>2,100	$4,357.00 per Unit
Single Family Attached Property	<1,301	$2,716.00 per Unit
Single Family Attached Property	1,301-1,500	$2,880.00 per Unit
Single Family Attached Property	1,501-1,700	$3,452.00 per Unit
Single Family Attached Property	1,701-1,900	$3,554.00 per Unit
Single Family Attached Property	>1,900	$3,885.00 per Unit
Other Residential	N/A	$125,970.00 per Acre
Non-Residential	N/A	$125,970.00 per Acre
Final Mapped Property	N/A	$0.00 per Acre
Final Mapped Property	N/A	$0.00 per Acre
Final Mapped Property	N/A	$0.00 per Acre
Undeveloped Property	N/A	$0.00 per Acre
Undeveloped Property	N/A	$0.00 per Acre
Undeveloped Property	N/A	$0.00 per Acre

ANNUAL SERVICES SPECIAL TAX B RATES

Developed Property Land Use	**FY 2024-25 Tax Rates B**
Residential Property:	
Single Family Detached	$1,371.52 per Unit
Multiple Family	$1,188.58 per Unit
Gated Apartment Community	$996.75 per Unit
Non-Residential Property	$0.250100 per Sq. Ft.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 57 (NEUHOUSE), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2024-25.

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of special taxes (the "Special Taxes") in the City of Ontario Community Facilities District No. 57 (Neuhouse) (the "District"), all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the "Act"), being Chapter 2.5, Part 1, Division 2, Title 5, of the California Government Code; and

WHEREAS, the City Council did, by the enactment of Ordinance No. 3191 (the "Special Tax Ordinance") as authorized by Section 53340 of the Act, authorize the levy of the Special Taxes to pay the costs of providing the Facilities and Services and incidental expenses (as such terms are defined in the Special Tax Ordinance), and the City Council is desirous to establish the specific rates of the Special Taxes to be collected for the specified Fiscal Year and the portion thereof to be applied to each of the costs of providing the Facilities and incidental expenses and the costs of providing the Services; and

WHEREAS, the Special Taxes consist of a "Special Tax A" (the "Special Tax A"), which were authorized to pay the costs of providing the Facilities and Services and incidental expenses, and a "Special Tax B" (the "Special Tax B"), which were authorized to pay the costs of providing the Services and incidental expenses.

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

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amounts of each of Special Tax A and Special Tax B to be collected for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates of each of Special Tax A and Special Tax B as set forth above do not exceed the respective rates previously approved by the qualified electors of the District and authorized by the Special Tax Ordinance.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the Special Taxes for the above specified Fiscal Year and the amount of the Special Taxes to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino

on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. The portion of Special Tax A to be collected for the referenced Fiscal Year (a) to pay the costs of providing the Facilities and incidental expenses shall be 100% of the rates and amounts of Special Tax A to be collected for such Fiscal Year as set forth in the attached Exhibit "A", and (b) to pay the costs of providing the Services shall be 0% of the rates and amounts of Special Tax A to be collected for such Fiscal Year as set forth in the attached Exhibit "A".

SECTION 6. The proceeds of Special Tax A collected to pay the costs of providing the Facilities and incidental expenses shall be used only to:

(a) pay debt service on all outstanding bonds or other debt (as defined in Section 53317(d) of the Act) issued by the District under the Act and payable from Special Tax A (the "Bonds");

(b) pay periodic costs on the Bonds, including, but not limited to, credit enhancement and rebate payments on the Bonds;

(c) pay a pro rata share of administrative expenses (including costs incurred by the District and the City in the annual levy and collection of the Special Taxes);

(d) provide any amounts required to establish or replenish any reserve fund for the Bonds; and

(e) pay directly for acquisition or construction of Facilities.

SECTION 7. The proceeds of Special Tax A collected to pay the costs of providing the Services shall be used only to pay the costs of providing such Services.

SECTION 8. The proceeds of Special Tax B collected to pay the costs of providing the Services and incidental expenses shall be used only to pay the costs of Services and a pro rata share of administrative expenses (including costs incurred by the District and the City in the annual levy and collection of the Special Taxes).

SECTION 9. The Special Taxes shall be collected in the same manner as ordinary *ad valorem* property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for *ad valorem* taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any Special Taxes.

SECTION 10. All Special Tax A amounts collected to provide costs of providing the Facilities and incidental expenses shall be deposited in the Special Tax Fund of the District. All Special Tax A amounts collected to provide costs of providing the Services shall be deposited in the Government Fund.

All Special Tax B amounts collected shall be deposited in the Government Fund.

SECTION 11. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 57 Special Tax A," or by any other suitable designation, the installment of Special Tax A.

The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 57 Special Tax B," or by any other suitable designation, the installment of Special Tax B.

SECTION 12. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 13. The City Council hereby certifies that the levy of the Special Taxes was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 16th day of July 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, California, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 57
(NEUHOUSE)

SPECIAL TAX RATES
FOR FISCAL YEAR 2024-25

ANNUAL FACILITIES SPECIAL TAX A RATES

Land Use	Residential Floor Area (Sq. Ft.)	FY 2024-25 Tax Rates A
Developed Property:		
Single Family Detached Property	<1,701	$3,323.00 per Unit
Single Family Detached Property	1,701-1,900	$3,505.00 per Unit
Single Family Detached Property	1,901-2,100	$3,670.00 per Unit
Single Family Detached Property	2,101-2,300	$3,887.00 per Unit
Single Family Detached Property	>2,300	$4,043.00 per Unit
Single Family Attached Property	<801	$1,675.00 per Unit
Single Family Attached Property	801-1,000	$1,744.00 per Unit
Single Family Attached Property	1,001-1,200	$2,227.00 per Unit
Single Family Attached Property	1,201-1,400	$2,567.00 per Unit
Single Family Attached Property	1,401-1,600	$2,847.00 per Unit
Single Family Attached Property	1,601-1,800	$3,049.00 per Unit
Single Family Attached Property	>1,800	$3,313.00 per Unit
Other Residential Property	N/A	$64,314.00 per Acre
Non-Residential Property	N/A	$64,314.00 per Acre
Final Mapped Property	N/A	$0.00 per Acre
Undeveloped Property	N/A	$0.00 per Acre

ANNUAL SERVICES SPECIAL TAX B RATES

Developed Property Land Use	**FY 2024-25 Tax Rates B**
Residential Property:	
Single Family	$1,371.52 per Unit
Multiple Family	$1,188.58 per Unit
Gated Apartment Community	$996.75 per Unit
Non-Residential Property	$0.250100 per Sq. Ft.

RESOLUTION NO. _____

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

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of a special tax in the City of Ontario Community Facilities District No. 58 (Colony Commerce Center East Services) (the “District”), all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the “Act”), being Chapter 2.5, Part 1, Division 2, Title 5, of the Government Code of the State of California; and

WHEREAS, the City Council, acting as the legislative body of the District, adopted Ordinance No. 3165 (the "Special Tax Ordinance") as authorized by Section 53340 of the Government Code of the State of California, to authorize the levy of a special tax to pay for costs and expenses related to the District, and this legislative body is desirous to establish the specific rates of the special tax to be collected for the specified Fiscal Year.

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

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amount of the special tax to be collected to pay for the costs and expenses (as defined in Section 5 below) for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates as set forth above does not exceed the amount authorized by the Special Tax Ordinance of this legislative body, and is not in excess of that as previously approved by the qualified electors of the District.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the special tax for the above specified Fiscal Year and the amount of the special tax to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. That the proceeds of the special tax shall be used only to pay the following costs and expenses:

(a) Costs of those services authorized to be financed by the District;

(b) Costs incurred by the District and the City in the annual levy and collection of the special taxes;

(c) Administrative costs of the District; and

(d) Any incidental expenses authorized to be financed by the District.

SECTION 6. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax.

SECTION 7. All monies above collected shall be paid into the Community Facilities District No. 58 Fund.

SECTION 8. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 58 Special Tax," or by any other suitable designation, the installment of the special tax.

SECTION 9. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 10. This legislative body hereby certifies that the levy of the special tax was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 16th day of July 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 58
(COLONY COMMERCE CENTER EAST SERVICES)

SPECIAL TAX RATES
FOR FISCAL YEAR 2024-25

Land Use	FY 2024-25 Tax Rates
Residential Property:	
Single Family Detached	$1,370.89 per Unit
Multiple Family	$1,188.78 per Unit
Gated Apartment Community	$996.51 per Unit
Non-Residential Property	$0.250105 per Sq. Ft.

RESOLUTION NO. _____

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

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of a special tax in the City of Ontario Community Facilities District No. 59 (Gateway Services) (the “District”), all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the “Act”), being Chapter 2.5, Part 1, Division 2, Title 5, of the Government Code of the State of California; and

WHEREAS, the City Council, acting as the legislative body of the District, adopted Ordinance No. 3181 (the "Special Tax Ordinance") as authorized by Section 53340 of the Government Code of the State of California, to authorize the levy of a special tax to pay for costs and expenses related to the District, and this legislative body is desirous to establish the specific rates of the special tax to be collected for the specified Fiscal Year.

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

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amount of the special tax to be collected to pay for the costs and expenses (as defined in Section 5 below) for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates as set forth above does not exceed the amount authorized by the Special Tax Ordinance of this legislative body, and is not in excess of that as previously approved by the qualified electors of the District.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the special tax for the above specified Fiscal Year and the amount of the special tax to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. That the proceeds of the special tax shall be used only to pay the following costs and expenses:

(a) Costs of those services authorized to be financed by the District;

(b) Costs incurred by the District and the City in the annual levy and collection of the special taxes;

(c) Administrative costs of the District; and

(d) Any incidental expenses authorized to be financed by the District.

SECTION 6. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax.

SECTION 7. All monies above collected shall be paid into the Community Facilities District No. 59 Fund.

SECTION 8. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 59 Special Tax," or by any other suitable designation, the installment of the special tax.

SECTION 9. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 10. This legislative body hereby certifies that the levy of the special tax was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 16th day of July 2024.

_____

PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 59
(GATEWAY SERVICES)

SPECIAL TAX RATES
FOR FISCAL YEAR 2024-25

Land Use	FY 2024-25 Tax Rates
Residential Property:	
Single Family Detached	$1,371.52 per Unit
Multiple Family	$1,188.90 per Unit
Gated Apartment Community	$996.52 per Unit
Non-Residential Property	$0.255500 per Sq. Ft.

RESOLUTION NO. _____

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

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of a special tax in the City of Ontario Community Facilities District No. 60 (Ontario Ranch Business Park Services) (the “District”), all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the “Act”), being Chapter 2.5, Part 1, Division 2, Title 5, of the Government Code of the State of California; and

WHEREAS, the City Council, acting as the legislative body of the District, adopted Ordinance No. 3189 (the "Special Tax Ordinance") as authorized by Section 53340 of the Government Code of the State of California, to authorize the levy of a special tax to pay for costs and expenses related to the District, and this legislative body is desirous to establish the specific rates of the special tax to be collected for the specified Fiscal Year.

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

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amount of the special tax to be collected to pay for the costs and expenses (as defined in Section 5 below) for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates as set forth above does not exceed the amount authorized by the Special Tax Ordinance of this legislative body, and is not in excess of that as previously approved by the qualified electors of the District.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the special tax for the above specified Fiscal Year and the amount of the special tax to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. That the proceeds of the special tax shall be used only to pay the following costs and expenses:

(a) Costs of those services authorized to be financed by the District;

(b) Costs incurred by the District and the City in the annual levy and collection of the special taxes;

(c) Administrative costs of the District; and

(d) Any incidental expenses authorized to be financed by the District.

SECTION 6. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax.

SECTION 7. All monies above collected shall be paid into the Community Facilities District No. 60 Fund.

SECTION 8. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 60 Special Tax," or by any other suitable designation, the installment of the special tax.

SECTION 9. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 10. This legislative body hereby certifies that the levy of the special tax was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 16th day of July 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 60
(ONTARIO RANCH BUSINESS PARK SERVICES)

SPECIAL TAX RATES
FOR FISCAL YEAR 2024-25

Land Use	FY 2024-25 Tax Rates
Residential Property:	
Single Family Detached	$1,342.48 per Unit
Multiple Family	$1,163.73 per Unit
Gated Apartment Community	$975.41 per Unit
Non-Residential Property	$0.250105 per Sq. Ft.

RESOLUTION NO. _____

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

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of a special tax in the City of Ontario Community Facilities District No. 61 (Merrill Commerce Center Services) (the “District”), all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the “Act”), being Chapter 2.5, Part 1, Division 2, Title 5, of the Government Code of the State of California; and

WHEREAS, the City Council, acting as the legislative body of the District, adopted Ordinance No. 3252 (the "Special Tax Ordinance") as authorized by Section 53340 of the Government Code of the State of California, to authorize the levy of a special tax to pay for costs and expenses related to the District, and this legislative body is desirous to establish the specific rates of the special tax to be collected for the specified Fiscal Year.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amount of the special tax to be collected to pay for the costs and expenses (as defined in Section 5 below) for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates as set forth above does not exceed the amount authorized by the Special Tax Ordinance of this legislative body, and is not in excess of that as previously approved by the qualified electors of the District.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the special tax for the above specified Fiscal Year and the amount of the special tax to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. That the proceeds of the special tax shall be used only to pay the following costs and expenses:

(a) Costs of those services authorized to be financed by the District;

(b) Costs incurred by the District and the City in the annual levy and collection of the special taxes;

(c) Administrative costs of the District; and

(d) Any incidental expenses authorized to be financed by the District.

SECTION 6. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax.

SECTION 7. All monies above collected shall be paid into the Community Facilities District No. 61 Fund.

SECTION 8. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 61 Special Tax," or by any other suitable designation, the installment of the special tax.

SECTION 9. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 10. This legislative body hereby certifies that the levy of the special tax was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 16th day of July 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 61
(MERRILL COMMERCE CENTER SERVICES)

SPECIAL TAX RATES
FOR FISCAL YEAR 2024-25

Land Use	FY 2024-25 Tax Rates
Residential Property:	
Single Family Detached	$1,371.53 per Unit
Multiple Family	$1,188.59 per Unit
Gated Community Attached	$996.76 per Unit
Non-Residential Property	$0.250105 per Sq. Ft.

RESOLUTION NO. _____

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

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of a special tax in the City of Ontario Community Facilities District No. 62 (Ontario Commerce Center Services) (the “District”), all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the “Act”), being Chapter 2.5, Part 1, Division 2, Title 5, of the Government Code of the State of California; and

WHEREAS, the City Council, acting as the legislative body of the District, adopted Ordinance No. 3192 (the "Special Tax Ordinance") as authorized by Section 53340 of the Government Code of the State of California, to authorize the levy of a special tax to pay for costs and expenses related to the District, and this legislative body is desirous to establish the specific rates of the special tax to be collected for the specified Fiscal Year.

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

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amount of the special tax to be collected to pay for the costs and expenses (as defined in Section 5 below) for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates as set forth above does not exceed the amount authorized by the Special Tax Ordinance of this legislative body, and is not in excess of that as previously approved by the qualified electors of the District.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the special tax for the above specified Fiscal Year and the amount of the special tax to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. That the proceeds of the special tax shall be used only to pay the following costs and expenses:

(a) Costs of those services authorized to be financed by the District;

(b) Costs incurred by the District and the City in the annual levy and collection of the special taxes;

(c) Administrative costs of the District; and

(d) Any incidental expenses authorized to be financed by the District.

SECTION 6. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax.

SECTION 7. All monies above collected shall be paid into the Community Facilities District No. 62 Fund.

SECTION 8. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 62 Special Tax," or by any other suitable designation, the installment of the special tax.

SECTION 9. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 10. This legislative body hereby certifies that the levy of the special tax was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 16th day of July 2024.

_____

PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 62
(ONTARIO COMMERCE CENTER SERVICES)

SPECIAL TAX RATES
FOR FISCAL YEAR 2024-25

Land Use	FY 2024-25 Tax Rates
Residential Property:	
Single Family Detached	$1,371.53 per Unit
Multiple Family	$1,188.58 per Unit
Gated Community Attached	$996.75 per Unit
Non-Residential Property	$0.250105 per Sq. Ft.

RESOLUTION NO. _____

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

WHEREAS, the City Council of the City of Ontario, California, has initiated dproceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of special taxes (the "Special Taxes") in the City of Ontario Community Facilities District No. 64 (Sunset Ranch) (the "District"), all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the "Act"), being Chapter 2.5, Part 1, Division 2, Title 5, of the California Government Code; and

WHEREAS, the City Council did, by the enactment of Ordinance No. 3247 (the "Special Tax Ordinance") as authorized by Section 53340 of the Act, authorize the levy of the Special Taxes to pay the costs of providing the Facilities and Services and incidental expenses (as such terms are defined in the Special Tax Ordinance), and the City Council is desirous to establish the specific rates of the Special Taxes to be collected for the specified Fiscal Year and the portion thereof to be applied to each of the costs of providing the Facilities and incidental expenses and the costs of providing the Services; and

WHEREAS, the Special Taxes consist of a "Special Tax A" (the "Special Tax A"), which were authorized to pay the costs of providing the Facilities and Services and incidental expenses, and a "Special Tax B" (the "Special Tax B"), which were authorized to pay the costs of providing the Services and incidental expenses.

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

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amounts of each of Special Tax A and Special Tax B to be collected for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates of each of Special Tax A and Special Tax B as set forth above do not exceed the respective rates previously approved by the qualified electors of the District and authorized by the Special Tax Ordinance.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the Special Taxes for the above specified Fiscal Year and the amount of the Special Taxes to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but

not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. The portion of Special Tax A to be collected for the referenced Fiscal Year (a) to pay the costs of providing the Facilities and incidental expenses shall be 100% of the rates and amounts of Special Tax A to be collected for such Fiscal Year as set forth in the attached Exhibit "A", and (b) to pay the costs of providing the Services shall be 0% of the rates and amounts of Special Tax A to be collected for such Fiscal Year as set forth in the attached Exhibit "A".

SECTION 6. The proceeds of Special Tax A collected to pay the costs of providing the Facilities and incidental expenses shall be used only to:

(a) pay debt service on all outstanding bonds or other debt (as defined in Section 53317(d) of the Act) issued by the District under the Act and payable from Special Tax A (the "Bonds");

(b) pay periodic costs on the Bonds, including, but not limited to, credit enhancement and rebate payments on the Bonds;

(c) pay a pro rata share of administrative expenses (including costs incurred by the District and the City in the annual levy and collection of the Special Taxes);

(d) provide any amounts required to establish or replenish any reserve fund for the Bonds; and

(e) pay directly for acquisition or construction of Facilities.

SECTION 7. The proceeds of Special Tax A collected to pay the costs of providing the Services shall be used only to pay the costs of providing such Services.

SECTION 8. The proceeds of Special Tax B collected to pay the costs of providing the Services and incidental expenses shall be used only to pay the costs of Services and a pro rata share of administrative expenses (including costs incurred by the District and the City in the annual levy and collection of the Special Taxes).

SECTION 9. The Special Taxes shall be collected in the same manner as ordinary *ad valorem* property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for *ad valorem* taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any Special Taxes.

SECTION 10. All Special Tax A amounts collected to provide costs of providing the Facilities and incidental expenses shall be deposited in the Special Tax Fund of the District. All Special Tax A amounts collected to provide costs of providing the Services shall be deposited in the Government Fund.

All Special Tax B amounts collected shall be deposited in the Government Fund.

SECTION 11. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 64 Special Tax A," or by any other suitable designation, the installment of Special Tax A.

The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 64 Special Tax B," or by any other suitable designation, the installment of Special Tax B.

SECTION 12. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 13. The City Council hereby certifies that the levy of the Special Taxes was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 16th day of July 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, California, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 64
(SUNSET RANCH)

SPECIAL TAX RATES
FOR FISCAL YEAR 2024-25

ANNUAL FACILITIES SPECIAL TAX A RATE

Land Use	Residential Floor Area (Sq. Ft.)	FY 2024-25 Tax Rates A
Tax Zone 1 Developed Property:		
Single Family Property	<1,101	$3,179.00 per Unit
Single Family Property	1,101-1,300	$3,461.00 per Unit
Single Family Property	1,301-1,500	$3,629.00 per Unit
Single Family Property	1,501-1,700	$3,906.00 per Unit
Single Family Property	1,701-1,900	$4,288.00 per Unit
Single Family Property	1,901-2,100	$4,493.00 per Unit
Single Family Property	2,101-2,300	$5,131.00 per Unit
Single Family Property	2,301-2,500	$5,148.00 per Unit
Single Family Property	2,501-2,700	$5,179.00 per Unit
Single Family Property	2,701-2,900	$5,224.00 per Unit
Single Family Property	>2,900	$5,243.00 per Unit
Other Residential	N/A	$75,682.00 per Acre
Non-Residential	N/A	$75,682.00 per Acre
Tax Zone 2 Developed Property:		
Single Family Property	<2,301	$4,345.00 per Unit
Single Family Property	2,301-2,500	$4,362.00 per Unit
Single Family Property	2,501-2,700	$4,393.00 per Unit
Single Family Property	2,701-2,900	$4,438.00 per Unit
Single Family Property	>2,900	$4,457.00 per Unit
Other Residential	N/A	$44,309.00 per Acre
Non-Residential	N/A	$44,309.00 per Acre
Tax Zone 1 Final Mapped Property	N/A	$0.00 per Acre
Tax Zone 2 Final Mapped Property	N/A	$0.00 per Acre
Tax Zone 1 Undeveloped Property	N/A	$0.00 per Acre
Tax Zone 2 Undeveloped Property	N/A	$0.00 per Acre

ANNUAL SERVICES SPECIAL TAX B RATES

Developed Property Land Use	**FY 2024-25 Tax Rates B**
Residential Property:	
Single Family Detached	$1,371.52 per Unit
Multiple Family	$1,188.88 per Unit
Gated Apartment Community	$996.93 per Unit
Non-Residential Property	$0.253650 per Sq. Ft.

RESOLUTION NO. _____

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

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of special taxes (the "Special Taxes") in the City of Ontario Community Facilities District No. 65 (Falloncrest) (the "District"), all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the "Act"), being Chapter 2.5, Part 1, Division 2, Title 5, of the California Government Code; and

WHEREAS, the City Council did, by the enactment of Ordinance No. 3274 (the "Special Tax Ordinance") as authorized by Section 53340 of the Act, authorize the levy of the Special Taxes to pay the costs of providing the Facilities and Services and incidental expenses (as such terms are defined in the Special Tax Ordinance), and the City Council is desirous to establish the specific rates of the Special Taxes to be collected for the specified Fiscal Year and the portion thereof to be applied to each of the costs of providing the Facilities and incidental expenses and the costs of providing the Services; and

WHEREAS, the Special Taxes consist of a "Special Tax A" (the "Special Tax A"), which were authorized to pay the costs of providing the Facilities and Services and incidental expenses, and a "Special Tax B" (the "Special Tax B"), which were authorized to pay the costs of providing the Services and incidental expenses.

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

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amounts of each of Special Tax A and Special Tax B to be collected for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates of each of Special Tax A and Special Tax B as set forth above do not exceed the respective rates previously approved by the qualified electors of the District and authorized by the Special Tax Ordinance.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the Special Taxes for the above specified Fiscal Year and the amount of the Special Taxes to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but

not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. The portion of Special Tax A to be collected for the referenced Fiscal Year (a) to pay the costs of providing the Facilities and incidental expenses shall be 100% of the rates and amounts of Special Tax A to be collected for such Fiscal Year as set forth in the attached Exhibit "A", and (b) to pay the costs of providing the Services shall be 0% of the rates and amounts of Special Tax A to be collected for such Fiscal Year as set forth in the attached Exhibit "A".

SECTION 6. The proceeds of Special Tax A collected to pay the costs of providing the Facilities and incidental expenses shall be used only to:

(a) pay debt service on all outstanding bonds or other debt (as defined in Section 53317(d) of the Act) issued by the District under the Act and payable from Special Tax A (the "Bonds");

(b) pay periodic costs on the Bonds, including, but not limited to, credit enhancement and rebate payments on the Bonds;

(c) pay a pro rata share of administrative expenses (including costs incurred by the District and the City in the annual levy and collection of the Special Taxes);

(d) provide any amounts required to establish or replenish any reserve fund for the Bonds; and

(e) pay directly for acquisition or construction of Facilities.

SECTION 7. The proceeds of Special Tax A collected to pay the costs of providing the Services shall be used only to pay the costs of providing such Services.

SECTION 8. The proceeds of Special Tax B collected to pay the costs of providing the Services and incidental expenses shall be used only to pay the costs of Services and a pro rata share of administrative expenses (including costs incurred by the District and the City in the annual levy and collection of the Special Taxes).

SECTION 9. The Special Taxes shall be collected in the same manner as ordinary *ad valorem* property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for *ad valorem* taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any Special Taxes.

SECTION 10. All Special Tax A amounts collected to provide costs of providing the Facilities and incidental expenses shall be deposited in the Special Tax Fund of the District. All Special Tax A amounts collected to provide costs of providing the Services shall be deposited in the Government Fund.

All Special Tax B amounts collected shall be deposited in the Government Fund.

SECTION 11. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 65 Special Tax A," or by any other suitable designation, the installment of Special Tax A.

The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 65 Special Tax B," or by any other suitable designation, the installment of Special Tax B.

SECTION 12. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 13. The City Council hereby certifies that the levy of the Special Taxes was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 16th day of July 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, California, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 65
(FALLONCREST)

SPECIAL TAX RATES
FOR FISCAL YEAR 2024-25

ANNUAL FACILITIES SPECIAL TAX A RATE

Land Use	Residential Floor Area (Sq. Ft.)	FY 2024-25 Tax Rates A
Developed Property:		
Single Family Property	<801	$2,718.00 per Unit
Single Family Property	801-1,000	$2,875.00 per Unit
Single Family Property	1,001-1,200	$3,188.00 per Unit
Single Family Property	1,201-1,400	$3,580.00 per Unit
Single Family Property	1,401-1,600	$3,822.00 per Unit
Single Family Property	1,601-1,800	$3,909.00 per Unit
Single Family Property	1,801-2,000	$4,135.00 per Unit
Single Family Property	>2,000	$4,226.00 per Unit
Other Residential	N/A	$95,803.00 per Acre
Non-Residential	N/A	$95,803.00 per Acre
Final Mapped Property	N/A	$0.00 per Acre
Undeveloped Property	N/A	$0.00 per Acre

ANNUAL SERVICES SPECIAL TAX B RATES

Developed Property Land Use	FY 2024-25 Tax Rates B
Residential Property:	
Single Family Detached	$1,371.53 per Unit
Multiple Family	$1,188.88 per Unit
Gated Community Attached	$996.93 per Unit
Non-Residential Property	$0.250100 per Sq. Ft.

RESOLUTION NO. _____

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

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of special taxes (the "Special Taxes") in the City of Ontario Community Facilities District No. 66 (Olive and Oleander Facilities) (the "District"), all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the "Act"), being Chapter 2.5, Part 1, Division 2, Title 5, of the California Government Code; and

WHEREAS, the City Council did, by the enactment of Ordinance No. 3215 (the "Special Tax Ordinance") as authorized by Section 53340 of the Act, authorize the levy of the Special Taxes to pay the costs of providing the Facilities and Services and incidental expenses (as such terms are defined in the Special Tax Ordinance), and the City Council is desirous to establish the specific rates of the Special Taxes to be collected for the specified Fiscal Year and the portion thereof to be applied to each of the costs of providing the Facilities and incidental expenses and the costs of providing the Services.

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

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amounts of the Special Taxes to be collected for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates of the Special Taxes as set forth above do not exceed the rates previously approved by the qualified electors of the District and authorized by the Special Tax Ordinance.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the Special Taxes for the above specified Fiscal Year and the amount of the Special Taxes to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. The portion of the Special Taxes to be collected for the referenced Fiscal Year (a) to pay the costs of providing the Facilities and incidental

expenses shall be 100% of the rates and amounts of the Special Taxes to be collected for such Fiscal Year as set forth in the attached Exhibit "A", and (b) to pay the costs of providing the Services shall be 0% of the rates and amounts of the Special Taxes to be collected for such Fiscal Year as set forth in the attached Exhibit "A".

SECTION 6. The proceeds of the Special Taxes collected to pay the costs of providing the Facilities and incidental expenses shall be used only to:

(a) pay debt service on all outstanding bonds or other debt (as defined in Section 53317(d) of the Act) issued by the District under the Act and payable from the Special Taxes (the "Bonds");

(b) pay periodic costs on the Bonds, including, but not limited to, credit enhancement and rebate payments on the Bonds;

(c) pay administrative expenses (including costs incurred by the District and the City in the annual levy and collection of the Special Taxes);

(d) provide any amounts required to establish or replenish any reserve fund for the Bonds; and

(e) pay directly for acquisition or construction of Facilities.

SECTION 7. The proceeds of the Special Taxes collected to pay the costs of providing the Services shall be used only to pay the costs of providing such Services.

SECTION 8. The Special Taxes shall be collected in the same manner as ordinary *ad valorem* property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for *ad valorem* taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any Special Taxes.

SECTION 9. All Special Taxes collected to provide costs of providing the Facilities and incidental expenses shall be deposited in the Special Tax Fund of the District. All Special Taxes collected to provide costs of providing the Services shall be deposited in the Government Fund.

SECTION 10. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 66 Special Tax," or by any other suitable designation, the installment of the Special Taxes.

SECTION 11. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 12. The City Council hereby certifies that the levy of the Special Taxes was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 16th day of July 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, California, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 66
(OLIVE AND OLEANDER FACILITIES)

SPECIAL TAX RATES
FOR FISCAL YEAR 2024-25

Land Use	Residential Floor Area (Sq. Ft.)	FY 2024-25 Tax Rates
Developed Property:		
Single Family Detached Property	<2,001	$3,775.00 per Unit
Single Family Detached Property	2,001-2,200	$4,031.00 per Unit
Single Family Detached Property	2,201-2,400	$4,190.00 per Unit
Single Family Detached Property	2,401-2,600	$4,509.00 per Unit
Single Family Detached Property	>2,600	$4,616.00 per Unit
Single Family Attached Property	<1,301	$2,958.00 per Unit
Single Family Attached Property	1,301-1,450	$3,216.00 per Unit
Single Family Attached Property	1,451-1,600	$3,388.00 per Unit
Single Family Attached Property	1,601-1,750	$3,602.00 per Unit
Single Family Attached Property	>1,750	$3,860.00 per Unit
Other Residential Property	N/A	$74,898.00 per Acre
Non-Residential Property	N/A	$74,898.00 per Acre
Final Mapped Property	N/A	$0.00 per Acre
Undeveloped Property	N/A	$0.00 per Acre

RESOLUTION NO. _____

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

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of a special tax in the City of Ontario Community Facilities District No. 68 (Rich Haven Industrial Services) (the “District”), all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the “Act”), being Chapter 2.5, Part 1, Division 2, Title 5, of the Government Code of the State of California; and

WHEREAS, the City Council, acting as the legislative body of the District, adopted Ordinance No. 3277 (the "Special Tax Ordinance") as authorized by Section 53340 of the Government Code of the State of California, to authorize the levy of a special tax to pay for costs and expenses related to the District, and this legislative body is desirous to establish the specific rates of the special tax to be collected for the specified Fiscal Year.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amount of the special tax to be collected to pay for the costs and expenses (as defined in Section 5 below) for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates as set forth above does not exceed the amount authorized by the Special Tax Ordinance of this legislative body, and is not in excess of that as previously approved by the qualified electors of the District.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the special tax for the above specified Fiscal Year and the amount of the special tax to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. That the proceeds of the special tax shall be used only to pay the following costs and expenses:

(a) Costs of those services authorized to be financed by the District;

(b) Costs incurred by the District and the City in the annual levy and collection of the special taxes;

(c) Administrative costs of the District; and

(d) Any incidental expenses authorized to be financed by the District.

SECTION 6. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax.

SECTION 7. All monies above collected shall be paid into the Community Facilities District No. 68 Fund.

SECTION 8. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 68 Special Tax," or by any other suitable designation, the installment of the special tax.

SECTION 9. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 10. This legislative body hereby certifies that the levy of the special tax was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 16th day of July 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 68
(RICH HAVEN INDUSTRIAL SERVICES)

SPECIAL TAX RATES
FOR FISCAL YEAR 2024-25

Land Use	FY 2024-25 Tax Rates
Residential Property:	
Single Family Detached	$1,371.52 per Unit
Multiple Family	$1,188.59 per Unit
Gated Community Attached	$996.76 per Unit
Non-Residential Property	$0.250105 per Sq. Ft.

RESOLUTION NO. _____

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

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of special taxes (the "Special Taxes") in the City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2) (the "District"), all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the "Act"), being Chapter 2.5, Part 1, Division 2, Title 5, of the California Government Code; and

WHEREAS, the City Council did, by the enactment of Ordinance No. 3280 (the "Special Tax Ordinance") as authorized by Section 53340 of the Act, authorize the levy of the Special Taxes to pay the costs of providing the Facilities and Services and incidental expenses (as such terms are defined in the Special Tax Ordinance), and the City Council is desirous to establish the specific rates of the Special Taxes to be collected for the specified Fiscal Year and the portion thereof to be applied to each of the costs of providing the Facilities and incidental expenses and the costs of providing the Services; and

WHEREAS, the Special Taxes consist of a "Special Tax A" (the "Special Tax A"), which were authorized to pay the costs of providing the Facilities and Services and incidental expenses, and a "Special Tax B" (the "Special Tax B"), which were authorized to pay the costs of providing the Services and incidental expenses.

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

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amounts of each of Special Tax A and Special Tax B to be collected for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates of each of Special Tax A and Special Tax B as set forth above do not exceed the respective rates previously approved by the qualified electors of the District and authorized by the Special Tax Ordinance.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the Special Taxes for the above specified Fiscal Year and the amount of the Special Taxes to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but

not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. The portion of Special Tax A to be collected for the referenced Fiscal Year (a) to pay the costs of providing the Facilities and incidental expenses shall be 100% of the rates and amounts of Special Tax A to be collected for such Fiscal Year as set forth in the attached Exhibit "A", and (b) to pay the costs of providing the Services shall be 0% of the rates and amounts of Special Tax A to be collected for such Fiscal Year as set forth in the attached Exhibit "A".

SECTION 6. The proceeds of Special Tax A collected to pay the costs of providing the Facilities and incidental expenses shall be used only to:

(a) pay debt service on all outstanding bonds or other debt (as defined in Section 53317(d) of the Act) issued by the District under the Act and payable from Special Tax A (the "Bonds");

(b) pay periodic costs on the Bonds, including, but not limited to, credit enhancement and rebate payments on the Bonds;

(c) pay a pro rata share of administrative expenses (including costs incurred by the District and the City in the annual levy and collection of the Special Taxes);

(d) provide any amounts required to establish or replenish any reserve fund for the Bonds; and

(e) pay directly for acquisition or construction of Facilities.

SECTION 7. The proceeds of Special Tax A collected to pay the costs of providing the Services shall be used only to pay the costs of providing such Services.

SECTION 8. The proceeds of Special Tax B collected to pay the costs of providing the Services and incidental expenses shall be used only to pay the costs of Services and a pro rata share of administrative expenses (including costs incurred by the District and the City in the annual levy and collection of the Special Taxes).

SECTION 9. The Special Taxes shall be collected in the same manner as ordinary *ad valorem* property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for *ad valorem* taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any Special Taxes.

SECTION 10. All Special Tax A amounts collected to provide costs of providing the Facilities and incidental expenses shall be deposited in the Special Tax Fund of the District. All Special Tax A amounts collected to provide costs of providing the Services shall be deposited in the Government Fund.

All Special Tax B amounts collected shall be deposited in the Government Fund.

SECTION 11. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 71 Special Tax A," or by any other suitable designation, the installment of Special Tax A.

The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 71 Special Tax B," or by any other suitable designation, the installment of Special Tax B.

SECTION 12. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 13. The City Council hereby certifies that the levy of the Special Taxes was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 16th day of July 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, California, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

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

SPECIAL TAX RATES
FOR FISCAL YEAR 2024-25

ANNUAL FACILITIES SPECIAL TAX A RATES

Land Use	Residential Floor Area (Sq. Ft.)	FY 2024-25 Tax Rates A
Tax Zone 1 Developed Property:		
Single Family Property	<901	$3,037.00 per Unit
Single Family Property	901-1,050	$3,063.00 per Unit
Single Family Property	1,051-1,200	$3,628.00 per Unit
Single Family Property	1,201-1,350	$3,798.00 per Unit
Single Family Property	1,351-1,500	$3,879.00 per Unit
Single Family Property	1,501-1,650	$4,083.00 per Unit
Single Family Property	>1,650	$4,229.00 per Unit
Other Residential Property	N/A	$96,400.00 per Acre
Non-Residential Property	N/A	$96,400.00 per Acre
Tax Zone 2 Developed Property:		
Single Family Property	<1,101	$3,686.00 per Unit
Single Family Property	1,101-1,300	$3,888.00 per Unit
Single Family Property	1,301-1,500	$4,058.00 per Unit
Single Family Property	1,501-1,700	$4,163.00 per Unit
Single Family Property	1,701-1,900	$4,229.00 per Unit
Single Family Property	1,901-2,100	$4,956.00 per Unit
Single Family Property	2,101-2,300	$5,080.00 per Unit
Single Family Property	2,301-2,500	$5,376.00 per Unit
Single Family Property	>2,500	$5,676.00 per Unit
Other Residential Property	N/A	$86,658.00 per Acre
Non-Residential Property	N/A	$86,658.00 per Acre
Tax Zone 1 Final Mapped Property	N/A	$0.00 per Acre
Tax Zone 2 Final Mapped Property	N/A	$0.00 per Acre
Tax Zone 1 Undeveloped Property	N/A	$0.00 per Acre
Tax Zone 2 Undeveloped Property	N/A	$0.00 per Acre

ANNUAL SERVICES SPECIAL TAX B RATES

Developed Property Land Use	**FY 2024-25 Tax Rates B**
Residential Property:	
Single Family Detached	$1,371.53 per Unit
Multiple Family	$1,188.88 per Unit
Gated Community Attached	$996.93 per Unit
Non-Residential Property	$0.250100 per Sq. Ft.

CITY OF ONTARIO *Agenda Report* **July 16, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Financial Services Prepared By: Nathaniel Gibson Staff Member Presenting: Armen Harkalyan, Executive Director of Finance Reviewed By: Claudia Hernandez Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 4

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

RECOMMENDATION: That the City Council consider and adopt an Ordinance authorizing the levy of special taxes within City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2).

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

FISCAL IMPACT: The use of Mello-Roos financing in the Neuhouse Phase 2 residential development is projected to generate approximately $415,627 per year, at build-out, to fund administrative fees and municipal services; and approximately $15.9 million in bond proceeds to be used to fund a portion of the public infrastructure improvements needed to serve the project. Mello-Roos bonds are not a direct obligation of the City and are paid from special taxes levied on each taxable parcel in the District; therefore, there is no fiscal impact to the General Fund from the issuance of Mello-Roos bonds. City Council approval will be required to process annual special tax levies in future years.

BACKGROUND & ANALYSIS: The Mello-Roos Community Facilities Act of 1982 (the Act) provides local government, with the consent from a majority of the property owners, the authority to establish community facilities districts for the purpose of levying special taxes to finance various public infrastructure facilities and to fund municipal services.

At a public hearing conducted by the City Council on July 2, 2024, the City Council adopted a Resolution of Formation of Community Facilities District No. 71 (Neuhouse Phase 2); authorized the levy of a special tax; established an appropriations limit of the Community Facilities District; and

called a special election for the Community Facilities District. On that date, an election was held in which the qualified electors of the Community Facilities District approved said proposition by more than the two-thirds vote required by the Act. Adoption of the proposed ordinance to authorize the levy of special taxes within the Community Facilities District will conclude the formation process for the City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2).

The Neuhouse Phase 2 project addresses the development of two zones: Zone 1 is approximately 9.18 gross acres located west of Mill Creek Avenue, east of Twinkle Avenue, south of Chino Avenue, and north of Schaefer Avenue; and Zone 2 is approximately 19.73 gross acres located west of Haven Avenue, east of Clover Place, south of Riverside Drive, and north of Chino Avenue. At build-out, the project is expected to include 335 residential units, comprised of 144 attached units in Zone 1, and 191 units in Zone 2 (96 attached and 95 detached).

ORDINANCE NO. _____

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

WHEREAS, on May 21, 2024, the City Council (the "City Council") of the City of Ontario (the "City"), pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"), adopted a resolution entitled "A Resolution of the City Council of the City of Ontario, California, of Intention to Establish a Community Facilities District Proposed to be Named City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2) and to Authorize the Levy of a Special Tax Therein," stating its intention to establish City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2) (the "Community Facilities District") and to authorize the Community Facilities District to levy a special tax (the "Special Tax") within the Community Facilities District for the purpose of financing certain public facilities (the "Facilities") and services (the "Services"); and

WHEREAS, on July 2, 2024, the City Council held a noticed public hearing on the establishment of the Community Facilities District, as required by the Act; and

WHEREAS, subsequent to the close of said hearing, the City Council adopted resolutions entitled "A Resolution of the City Council of the City of Ontario, California, of Formation of City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2), Proposing that the Community Facilities District Be Authorized to Levy a Special Tax and Proposing that an Appropriations Limit of the Community Facilities District Be Established" (the "Resolution of Formation"), "A Resolution of the City Council of the City of Ontario, California, Deeming it Necessary for City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2) to Incur Bonded Indebtedness" and "A Resolution of the City Council of the City of Ontario, California, Calling Special Election for City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2)," which resolutions established the Community Facilities District, proposed that the Community Facilities District be authorized to levy the Special Tax within the Community Facilities District, proposed that an appropriations limit of the Community Facilities District be established and called a special election to submit to the qualified electors of the Community Facilities District the combined ballot proposition to authorize the Community Facilities District to incur bonded indebtedness, to authorize the Community Facilities District to levy the Special Tax and to establish the appropriations limit of the Community Facilities District; and

WHEREAS, on July 2, 2024, an election was held in which the qualified electors of the Community Facilities District approved said proposition by more than the two-thirds vote required by the Act; and

WHEREAS, the City Council is the legislative body of the Community Facilities District;

THE CITY COUNCIL OF THE CITY OF ONTARIO DOES ORDAIN AS FOLLOWS:

Section 1. The City Council hereby authorizes and levies the Special Tax within the Community Facilities District pursuant to Sections 53328 and 53340 of the Act, at the rate and in accordance with the method of apportionment set forth in Exhibit B to the Resolution of Formation (the "Rate and Method"). The Special Tax is hereby levied commencing in fiscal year 2024-25 and in each fiscal year thereafter until the last fiscal year in which the Special Tax is authorized to be levied pursuant to the Rate and Method.

Section 2. The City Council may, pursuant to subdivision (b) of Section 53340 of the Act, provide, by resolution, for the levy of the Special Tax in the current tax year or in future tax years at the same rate or at a lower rate than the rate provided by this Ordinance. In no event shall the Special Tax be levied on any parcel within the Community Facilities District in excess of the maximum tax specified therefor in the Rate and Method.

Section 3. The Special Tax shall be levied on all of the parcels in the Community Facilities District, unless exempted by law or by the Rate and Method.

Section 4. The proceeds of the Special Tax shall only be used to pay, in whole or in part, the cost of providing the Facilities and Services and incidental expenses pursuant to the Act.

Section 5. The Special Tax shall be collected in the same manner as ordinary *ad valorem* property taxes are collected and shall be subject to the same penalties and the same procedure, sale and lien priority in the case of delinquency as is provided for *ad valorem* taxes or in such other manner as the City Council shall determine, including direct billing of the affected property owners.

Section 6. If for any reason any portion of this Ordinance is found to be invalid, or if the Special Tax is found inapplicable to any particular parcel within the Community Facilities District, by a court of competent jurisdiction, the balance of this Ordinance and the application of the Special Tax to the remaining parcels within the Community Facilities District shall not be affected.

Section 7. The Mayor shall sign this Ordinance and the City Clerk shall certify as to the adoption and shall cause a summary thereof to be published at least once, in a newspaper of general circulation in the City of Ontario, California within fifteen (15) days of the adoption. The City Clerk shall post a certified copy of this ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this 16th day of July, 2024.

_____

PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Ordinance No. _____ was duly introduced at a regular meeting of the City Council of the City of Ontario held July 2, 2024 and adopted at the regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

I hereby certify that the foregoing is the original of Ordinance No. _____ duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024 and that Summaries of the Ordinance were published on _____ and _____, in the Inland Valley Daily Bulletin newspaper.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

CITY OF ONTARIO *Agenda Report* **July 16, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Community Development Prepared By: Andrew Garland Staff Member Presenting: Scott Murphy, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 5

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

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

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

FISCAL IMPACT: The Fiscal Year 2024-25 Adopted Budget includes appropriations from Measure I fund, Community Development Block Grant (CDBG), Road Maintenance and Rehabilitation Account (SB1), Gas Tax, CalRecycle Rubberized Pavement Grant Program, and Capital Projects fund. The total recommended expenditure authorization for Onyx Paving Company, Inc. consists of $2,112,000 plus a ten percent (10%) contingency of $211,200, for a total of $2,323,200.

BACKGROUND & ANALYSIS: The general scope of work to be performed under this construction contract consists of, but is not limited to, Type II Emulsion-Aggregate Slurry application, Asphalt-Rubber Aggregate Membrane (ARAM) Cape Seal application, crack repair, curb ramps, curb and gutter, and other tasks appurtenant to this project. This project will extend the lifespan of the streets by ten (10) years and will prevent more costly future repairs. A project location map is provided for reference as Exhibit "A".

In May 2024, the City solicited bids for the project and two bids were received. The following is a summary of the bid results:

COMPANY	LOCATION	AMOUNT
Onyx Paving Company, Inc.	Anaheim, CA	$2,112,000
All American Asphalt	Corona, CA	$2,903,356

Onyx Paving Company, Inc. submitted the lowest responsive bid and has previously performed similar work in the City of Ontario in a satisfactory manner.

The City was awarded the Cal Recycle Grant in December 2023 which promotes the use of rubber from California-generated waste tires in asphalt products. The grant will reimburse construction costs for asphalt-rubber chip seal at a rate of $0.50/SY.

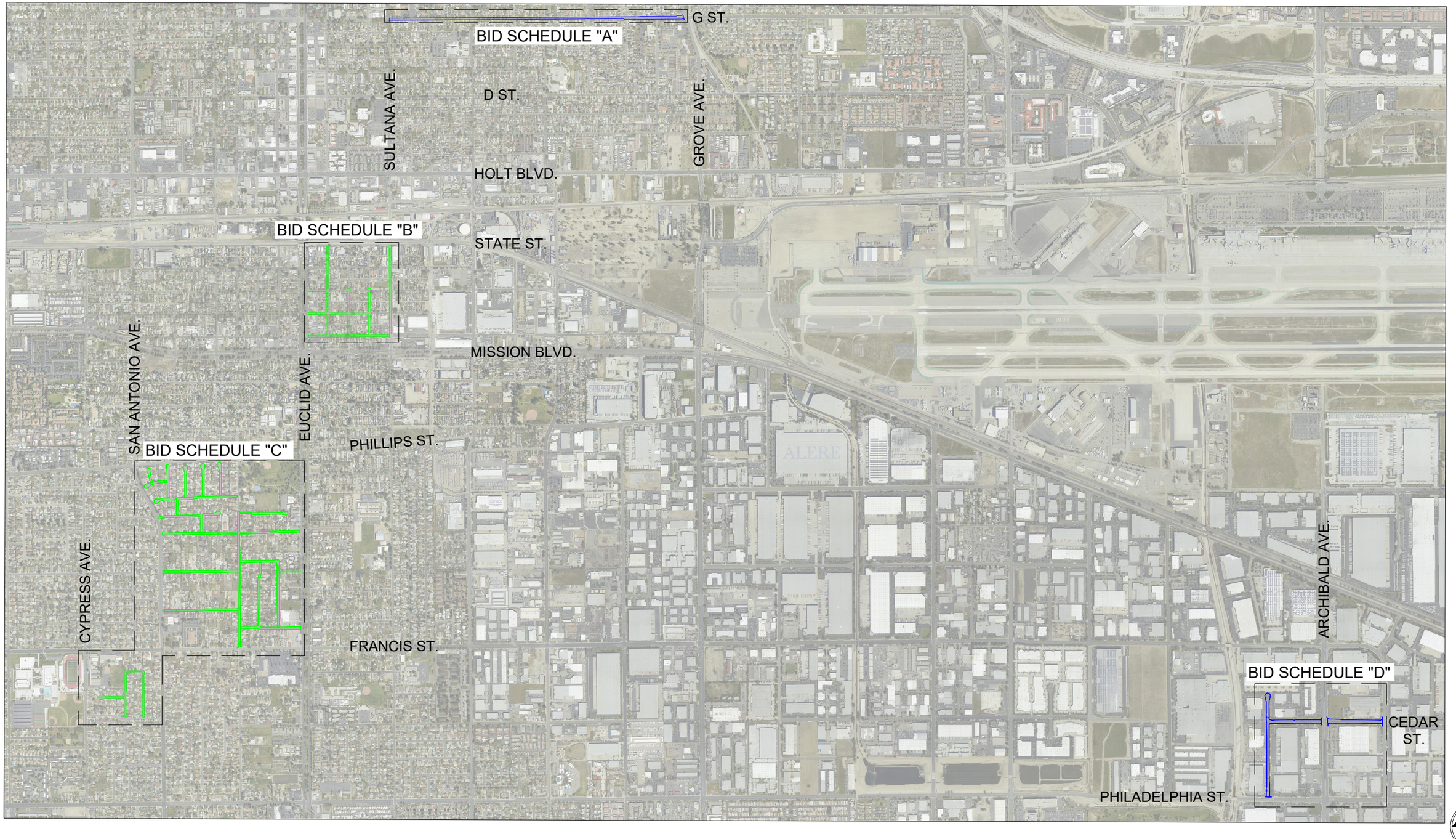
ENVIRONMENTAL REVIEW: The environmental impacts of this project were reviewed and Staff determined that the Project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Class 1, Existing Facilities) of CEQA, whereas the project consists of repair/maintenance to existing streets, sidewalks, gutters, and similar facilities that are typical/necessary for a street rehabilitation/improvements, resulting in negligible and/or no expansion of use beyond what existed at the time of the Lead Agency's determination.

LEGEND

- SLURRY LOCATIONS
- CAPE SEAL LOCATIONS

2024 SLURRY SEAL, CAPE SEAL AND CDBG PAVEMENT MANAGEMENT REHABILITATION

EXHIBIT A - PROJECT LOCATION MAP



N.T.S.

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

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

ALAN D
BEN VALENCIA
. WAPNER
JIM W. BOWMAN

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

SECTION 00500
CONTRACT

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

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

2024 STREET MAINTENANCE SLURRY SEAL, CAPE SEAL AND CDBG PAVEMENT MANAGEMENT REHABILITATION

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

ARTICLE 2. TIME FOR COMPLETION. Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **Seventy-Five (75) working days** from the commencement date stated in the Notice to Proceed, herein after the Contract Time. By its signature hereunder, Contractor agrees the Contract Time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE. The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the **Two Million One Hundred Twelve Thousand Dollars 00/100 ($2,112,000.00)**, hereinafter the Contract Price. Payment shall be made as set forth in the General Conditions.

ARTICLE 4. LIQUIDATED DAMAGES. The Contractor acknowledges that the City will sustain actual damages for each and every day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be

impracticable or extremely difficult to determine the City's actual damages. Accordingly, as provided in Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of **Four Thousand Two Hundred Dollars ($4,200*)*** for each and every calendar day of delay in completing the Work beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event the Liquidated Damages are not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not affect the City's rights to other damages or remedies specified in the Contract Documents or allowed by law.

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

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

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

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

- Notice Inviting Bids
- Instructions to Bidders
- Bid Form
- Contractor's Certificate Regarding Workers' Compensation form
- Bid Bond
- List of Subcontractors form
- Contractor Information and Experience Form
- Non-Collusion Declaration form
- Public Works Contractor Registration Certification form
- Iran Contracting Act Certification form
- Contract
- Performance Bond
- Payment Bond
- Environmental documents and approvals (If Applicable)
- General Conditions
- Special Conditions
- Standard Specifications for Public Works Construction (Greenbook), Latest Edition, except Sections 1-8

- Technical Specifications
- Addenda (If Applicable)
- Plans and Drawings
- Approved and fully executed Change Orders
- Applicable Local Agency Standards and Specifications, as last revised
- Federal Requirements
- CalRecycle Rubberized Pavement Grant Program Requirements
- Any other documents contained in or incorporated into the Contract

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

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

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

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

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

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

CITY OF ONTARIO

By: _____
Scott Ochoa
City Manager

ATTEST:

By: _____
Sheila Mautz, City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

END OF CONTRACT

CITY OF ONTARIO *Agenda Report* **July 16, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Engineering Prepared By: Craig Cruz Staff Member Presenting: Scott Murphy, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 6

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

RECOMMENDATION: That the City Council consider and adopt an Ordinance adding Article 22 (Valet Parking) to Chapter 6 (Traffic) of Title 4 (Public Safety) and amending Section 4-6.1202 of the Ontario Municipal Code, establishing regulations relating to valet parking.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner
Focus Resources in Ontario's Commercial and Residential Neighborhoods

FISCAL IMPACT: There is not a direct fiscal impact associated with this action. The proposed fee will cover the costs associated with the processing of the valet permit application.

BACKGROUND & ANALYSIS: On June 4, 2024, the City Council introduced an Ordinance adding Article 22 (Valet Parking) to Chapter 6 (Traffic) of Title 4 (Public Safety) of the Ontario Municipal Code, establishing regulations relating to valet parking. With an increase in development and/or the popularity of certain businesses, an increase of parking demand and decrease of off-street parking facilities, both temporarily and permanently, can occur. Valet parking can provide for efficient use of limited parking spaces and provide an additional visitor/patron amenity.

The Ontario Municipal Code currently does not contain any provisions regulating valet parking. This Ordinance would establish a legal framework to guide the implementation, operation, and regulation of a valet parking permitting system. The Engineering Department would administer the valet parking permit application process, which would include, but not be limited to, establishing fees, reviewing the map of the valet services, and reviewing the placement of signs and pedestals. Valet parking permits would be valid for not more than one year from the date of issuance and can be renewed. Valet parking zone inspections will be conducted to ensure compliance with the ordinance, the permit and any conditions of approval.

The Fiscal Year 2024-25 Citywide Fee Schedule includes the new fees for a valet parking permit application, which was approved at the June 17, 2024, special City Council budget meeting.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADDING ARTICLE 22 (VALET PARKING) TO CHAPTER 6 (TRAFFIC) OF TITLE 4 (PUBLIC SAFETY) AND AMENDING SECTION 4-6.1202 OF THE ONTARIO MUNICIPAL CODE, ESTABLISHING REGULATIONS RELATING TO VALET PARKING.

WHEREAS, the Ontario Municipal Code currently does not contain any provisions regulating valet parking; and

WHEREAS, the City Council wishes to regulate valet parking and valet parking operators through a permitting system to enhance public safety and to avoid potential public nuisances;

WHEREAS, pursuant to Article XI, Section 7 of the California Constitution, the City has broad discretionary power to make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and

WHEREAS, this Ordinance establishes a legal framework to guide the implementation, operation, and regulation of a valet parking permitting system.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF ONTARIO DOES ORDAIN AS FOLLOWS:

SECTION 1. The Recitals set forth above are incorporated herein and made an operative part of this Ordinance.

SECTION 2. Article 22 (Valet Parking), is hereby added to Chapter 6 (Traffic) of Title 4 (Public Safety) of the Ontario Municipal Code to read in its entirety as follows:

Article 22 (Valet Parking), of Chapter 6 (Traffic), of Title 4 (Public Safety)

Sec. 4-6.2201 Purpose.
Sec. 4-6.2202 Definitions.
Sec. 4-6.2203 Designation of Valet Parking Zones.
Sec. 4-6.2204 High-Visibility Safety Apparel Required.
Sec. 4-6.2205 Rules and Regulations.
Sec. 4-6.2206 Conformance with Applicable Laws.
Sec. 4-6.2207 Permit Required.
Sec. 4-6.2208 Application for Valet Parking Permits.
Sec. 4-6.2209 Duration of Permit.
Sec. 4-6.2210 Insurance
Sec. 4-6.2211 Valet Parking Permit.
Sec. 4-6.2212 Permit Revocation.
Sec. 4-6.2213 Penalties.

Sec. 4-6.2201 Purpose.

The primary purpose of public streets and rights-of-way is the free and unobstructed right of travel. The city recognizes that the use of public streets and rights-of-way for valet parking operations, while providing a public benefit, may impede travel, interfere with rights of others using the streets and rights-of-way, and may affect the public safety and create a public nuisance. The city may therefore permit and restrict valet parking operations as a special privilege, not as a matter of right, in order to foster public safety and to prevent public nuisances. The approval of any permit under this chapter for the use of the public right-of-way is on a temporary and nonpermanent basis and is for a nonexclusive use of that public right-of-way. Permittees shall have neither a property interest in nor any entitlement to the granting or continuation of any permit for the use of any public right-of-way. For the reasons set forth in this article, a system of valet parking permits is enacted for the City of Ontario.

Sec. 4-6.2202 Definitions.

For purposes of this article, the following terms shall have the prescribed meaning:

1. "City council" shall mean the city council of the City of Ontario.

2. "High-visibility safety apparel" means any vest, shirt, or jacket which meets the following conditions: the outer material color shall be fluorescent orange-red, fluorescent yellow-green or a combination of the two as defined by the American National Standards Institute/International Equipment Safety Association for class 2 or 3 risk exposure; the retroreflective material shall be orange, yellow, white, silver, yellow-green, or a fluorescent version of these colors; and the apparel shall be designed to clearly identify the wearer as a person.

3. "Parking facility" shall mean any area dedicated for public parking, including but not limited to dedicated curbside parking areas, parking lots, and parking structures.

4. "Permittee" shall mean any person who holds a valid valet parking permit and who is engaged in running a valet parking operation.

5. "Person" shall mean a natural person, firm, partnership, association, corporation or other business entity, and employees, agents and subcontractors thereof.

6. "Public right-of-way" shall mean any area within the City of Ontario designated for public use as a public street, pedestrian way, or other thoroughfare, including but not limited to roadways, parkways, alleys, sidewalks, and pedestrian ways.

7. "Sponsor" shall mean any person who operates, or causes to be operated, a valet parking operation at the sponsor's place of business or function.

8. “Valet parking” shall mean and include any person, firm or corporation engaged in, conducting or managing the receiving, taking possession of, driving, moving, parking, or leaving standing other persons’ motor vehicles, whether or not a charge is levied, and whether or not such persons are employed by, or under contract to the business for which the vehicles are being parked.

9. “Valet parking attendant” means any employee or agent of a Permittee or Valet Parking Operator, or any employee or agent of a sponsor providing valet parking to its customers, who receives, takes possession of or moves any vehicle, or who handles the keys to any vehicle left with the attendant for valet parking.

10. “Valet parking operator” means any Permittee or person engaged in the business of valet parking operations, including any person contracting with a valet parking operator to provide valet parking, or any person engaged in providing valet parking services to the public.

11. "Valet parking permit" means a permit issued in accordance with this division for the approved use of valet parking in a valet parking zone.

12. "Valet parking zone" means an area for a standard single passenger vehicle on the public right-of-way that has been set aside by the city engineer for valet parking.

Sec. 4-6.2203 Designation of Valet Parking Zones.

1. The city engineer shall consider the following in evaluating approval of valet parking zones:

    a. Safety and convenience for the people of the City of Ontario;

    b. Actual number of passengers to be served by the zone;

    c. Proximity of existing valet parking zones;

    d. Existing demands for curb use such as the number and location of existing transit, taxi, and transportation network company loading zones, and existing commercial loading zones in the general area of the requested zone;

    e. Overall determination of available on street parking for the area; and

    f. Designation of the valet parking zone will cause no significant impact on the environment.

2. Valet parking zones may also be used for on-street public parking, or for loading and unloading of persons or property.

Sec. 4-6.2204 High-Visibility Safety Apparel Required.

1. No Valet Parking Operator shall employ, direct or otherwise permit, a valet parking attendant to park or retrieve any vehicle on, along, or across any public right-of-way, unless that valet parking attendant is wearing high-visibility safety apparel as specified in this chapter.

2. Valet parking attendants shall wear high-visibility safety apparel at all times while valet parking on any public right-of-way, including while walking on, along or across any public right-of-way.

Sec. 4-6.2205 Rules and Regulations.

The city council may establish rules and regulations, by resolution, for the implementation and enforcement of the provisions of this chapter and when duly adopted by the city council such rules shall be in full force and effect.

Sec. 4-6.2206 Conformance with Applicable Laws.

Nothing in this article is intended to authorize the parking of motor vehicles by Valet Parking Operators, their agents, employees, and valet parking attendants in a manner contrary to any applicable state laws and local parking and traffic regulations, including this code.

Sec. 4-6.2207 Permit Required.

No person shall operate, engage in, conduct, manage, or cause to be operated any valet parking operation or any related activity upon any portion of a public street or public right-of-way or other city property, including any city-owned parking facility, except under the terms and conditions of a current valet parking permit and, if using the public street or public right-of-way in any manner for drop-off and pick-up of vehicles, under the terms and conditions of a current sponsor's valet parking permit.

Sec. 4-6.2208 Application for Valet Parking Permits.

1. The city engineer is authorized to issue, upon written application, a valet parking permit in accordance with section 7-3.04. Applications for valet parking shall be made upon application forms provided by the city engineer and shall be accompanied by a filing fee. The fee for each permit application shall be paid at the time of application. The permit fees shall be based on the reasonable cost of application, plan review, study, and other services as required for permit approval. Other fees based on the cost of private usage of the public right-of-way will also be assessed per valet

parking zone spaces. Such fees shall be established by resolution of the City Council.

2. The application shall include:

   a. The business name and address of the corporation, partnership or other business entity seeking the permit;

   b. The identifying number of the applicant's City of Ontario business license;

   c. The business name, address, contact information, and seating capacity of the business served by the valet parking Valet Parking Operator.

   d. Proof of insurance pursuant to Section 4-6.2210.

   e. Any other information consistent with this chapter or Section 7-3.04 of this Code that the city engineer deems necessary for persons applying for valet parking permits.

   f. A map of the immediate area showing the location of the valet service and the off-street parking lot(s) to be used for the storage of vehicles. Any changes in this provision shall require the approval of the city engineer.

   g. Any agreement between the Valet Parking Operator and the off-street parking lot operator for the storage of vehicles.

3. An applicant may appeal the denial of a valet parking permit as set forth in Section 7-3.06 of this Code.

Sec. 4-6.2209 Duration of Permit.

1. Each valet parking permit issued by the city engineer shall be valid for not more than one (1) year from date of issuance. Each application renewal of a valet parking permit will be subject to an annual valet parking zone inspection. All renewals granted under this chapter shall also require a fee as may be set from time to time by the City Council.

Sec. 4-6.2210 Insurance

1. Required Insurance. Permittee shall provide upon request proof of insurance as required by the City Engineer.

Sec. 4-6-2211 Valet Parking Permit And Valet Parking Operator Obligations

1. The valet parking permit shall authorize the Valet Parking Operator to provide valet parking in a designated valet parking zone.

2. The Valet Parking Operator shall operate the valet parking zone in such a manner as to provide ample opportunities for its use by motorists who do not wish to utilize the valet parking service.

3. The Valet Parking Operator shall be the business owner, under contract to or employed by the business or businesses to be served.

4. The Valet Parking Operator shall agree to provide and maintain one moveable ground sign or pedestal sign identifying the availability of valet parking, the Valet Parking Operator's name, the address and telephone number of the business, the hours of operation, the valet parking permit number, and the valet parking fees, if any. If fees are charged, such fees also shall be stated as follows:

    a. Rates per hour;

    b. Rates per fraction of an hour, if any;

    c. Rates for subsequent hours or fractions thereof;

    d. Parking Taxes, if applicable, per the Title 3, Chapter 8 of the Ontario Municipal Code; and

    e. The maximum charge.

    Prior to placement of any sign or pedestal sign in the public right-of-way, the sign owner must first obtain approval of its location and size from the City Engineer. The sign or pedestal sign shall only be visible from the public right-of-way during the approved hours that valet parking is in operation. The sign or pedestal sign shall be no more than twenty-four inches wide and not more than four feet high. The sign or pedestal sign must be located within twenty-four inches of the face of the curb and be placed in such a manner as not to create an impediment to pedestrians. All signs and stands shall be set so that a continuous clear width of pedestrian access complies with the Americans with Disability Act of 1990 and any minimum clearances set forth in this Code.

5. The Valet Parking Operator shall not allow the valet parking zone or any other public right-of-way to be used for the storing of valet parked cars.

6. Valet Parking Operator shall ensure that pedestrian' walkways are not blocked at any time during valet parking operations.

7. The Valet Parking Operator shall at no time allow any patron's vehicle to be parked upon private property without a signed statement of authorization by the owner or other person having legal control of such private property.

8. The Valet Parking Operator shall employ sufficient valet parking attendants to park vehicles so that traffic on streets or sidewalks will not be impeded by the activities of the Valet Parking Operator.

9. The Valet Parking Operator shall ensure that all valet parking attendants who drive a patron's vehicle or who handle a patron's vehicle keys have a current and valid California driver's license and wear a standard uniform that conspicuously identifies the attendant by their full name and the name of the Operator. The Valet Parking Operator shall ensure that all valet parking attendants who receive, take possession of, or move a patron's vehicle upon any portion of the public right-of-way wear high-visibility apparel.

10. The Valet Parking Operator shall not allow any valet parking attendant who has been convicted within the previous seven (7) years of a felony or any offense involving violence, dishonesty, automobile theft, automobile, vandalism, reckless driving or driving under the influence of drugs or alcohol to drive a patron's vehicle or handle a patron's vehicle keys.

11. Every Valet Parking Operator shall maintain:

    a. A continuously updated list of the names and residence addresses of its employees and valet parking attendants who perform valet parking. Such list shall be maintained at the business address listed on the permit application and shall be produced on demand of any peace officer or City official.

    b. All financial records related to the Valet Parking operation for a minimum of three (3) years and shall make them available to the City Engineer for inspection at any time during the Valet Parking Operator's hours of operation.

12. Nothing in this chapter is intended to authorize, or authorizes, the parking of motor vehicles by the Valet Parking Operator in a manner contrary to applicable state laws or local parking and traffic regulations

13. Valet Parking Operators that conduct, manage, or operate a valet parking operation shall comply with all of the requirements set forth in this Article.

Sec. 4-6.2212 Permit Revocation.

1. The Permittee is responsible for the proper operation of the valet parking zone. Any violation of the conditions enumerated in this article shall be

sufficient cause for revocation of the valet parking permit by the city engineer.

2. A valet parking permit may be temporarily suspended without a hearing if the city engineer determines that the continued operation is an immediate hazard to public safety or is in violation of this article. The suspension will be effective for sixty (60) days or until a hearing, whichever is less. Once a hearing has convened, the suspension will continue through its conclusion.

3. The city engineer shall revoke a valet parking permit if, after a hearing on the matter, the hearing officer finds the grounds exist which would have constituted just cause for refusal to issue the permit, or that the Permittee has failed to comply with any requirements imposed by this article or conditions of the permit. Written notice of the revocation hearing, setting forth the time and place of hearing and a brief statement of the reason(s) for the proposed revocation, shall be served on or mailed to the Permittee at the business address listed in the permit application no less than ten (10) days prior to the hearing.

Sec. 4-6.2213 Penalties.

1. The city has determined that this chapter is necessary to protect health, life, and property of the city and its inhabitants.

2. Any violation of the provisions of this chapter by any person shall be subject to the administrative penalty provisions set forth in section 7-3.20 and the Penalty Schedule contained within this code.

3. It is unlawful and a violation of this chapter for any person to operate, engage in, conduct, manage, or cause to be operated on any public street or right-of-way any valet parking without a valid valet parking permit issued by the city engineer.

4. This article authorizes any deputy sheriff, or city employee or agent of the city designated by the director of any city department, to administer, implement, and enforce the provisions of this chapter.

5. It is unlawful and a violation of this chapter for a person to falsely represent themselves as eligible for a valet parking permit or to furnish false information in an application for a valet parking permit.

6. It is unlawful and a violation of this chapter for a person holding a valet parking permit to permit the use or display of the permit for any purpose other than that for which the permit is issued.

7. It is unlawful and a violation of this chapter for a person to copy, produce or otherwise bring into existence a facsimile or counterfeit valet parking permit without written authorization from the city manager. It shall further be

unlawful and a violation of this chapter for a person to transfer the beneficial ownership of or a continuous right to use a valet parking permit.

8. Any person violating any of the provisions of this article or the regulations hereunder or the terms and conditions of any valet parking permit issued hereunder is deemed guilty of a misdemeanor and, upon conviction thereof, shall be punishable in accordance with Title 1, Chapter 2 of this Code.

SECTION 3 Subsection (a)(3) of Section 4-6.1202 of the Ontario Municipal Code is hereby amended to read in its entirety as follows:

(a) The City Traffic Engineer is hereby authorized, subject to the provisions and limitations of this chapter to place, and when required by the provisions of this chapter shall place, the following curb markings to indicate parking or standing regulations, which curb markings shall have the following meanings:

(1) Red shall mean no stopping, standing, or parking at any time except as permitted by the Vehicle Code and except that a bus may stop in a red zone marked or signed as a bus zone.

(2) Yellow shall mean no stopping, standing, or parking at any time between 7:00 a.m. and 6:00 p.m. of any day except Sundays and holidays for any purpose other than the loading or unloading of passengers or materials; provided, however, the loading or unloading of passengers shall not consume more than three (3) minutes, and the loading or unloading of materials shall not consume more than twenty (20) minutes.

(3) White shall mean no stopping, standing, or parking for any purpose other than the loading or unloading of passengers, including valet parking, or for the purpose of depositing mail in an adjacent mailbox, which shall not exceed three (3) minutes, and such restrictions shall apply between 7:00 a.m. and 6:00 p.m. of any day except Sundays and holidays and except as follows:

(i) When such zone is in front of or adjacent to a terminal serving a public transportation agency, a hotel, or a mailbox, the restrictions shall apply at all times.

(ii) When such zone is in front of a theater, the restrictions shall apply at all times except when such theater is closed.

(b) When the City Traffic Engineer, as authorized by the provisions of subsection (a) of this section, has caused curb markings to be placed, no person shall stop, stand, or park a vehicle adjacent to any such legible curb markings in violation of the provisions of this section.

SECTION 4. If any section, sentence, clause, or phrase of this Ordinance of the application thereof to any entity, person, or circumstance is held for any reason to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The People of the City of Ontario hereby declare that they would have adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses, or phrases by declared invalid or unconstitutional.

SECTION 5. The City Council finds that adoption of this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15358 (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly. Moreover, the City Council finds that this Ordinance is also exempt under CEQA pursuant to Guidelines Section 15061(b)(3) (there exists no possibility that the activity will have a significant adverse effect on the environment).

SECTION 6. This Ordinance shall become effective thirty (30) days after its adoption by the City Council.

SECTION 7. The Mayor shall sign this Ordinance and the City Clerk shall certify as to the adoption and shall cause a summary thereof to be published at least once, in a newspaper of general circulation in the City of Ontario, California within fifteen (15) days of the adoption. The City Clerk shall post a certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this _____ day of _____ 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Ordinance No. _____ was duly introduced at a regular meeting of the City Council of the City of Ontario held June 4, 2024 and adopted at the regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

I hereby certify that the foregoing is the original of Ordinance No. _____ duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024 and that Summaries of the Ordinance were published on _____ and _____, in the Inland Valley Daily Bulletin newspaper.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

CITY OF ONTARIO *Agenda Report* **July 16, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Engineering Prepared By: Angela Truong Staff Member Presenting: Scott Murphy, Executive Director Community Development Reviewed By: Raymond Lee, Khoi Do Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 7

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

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

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

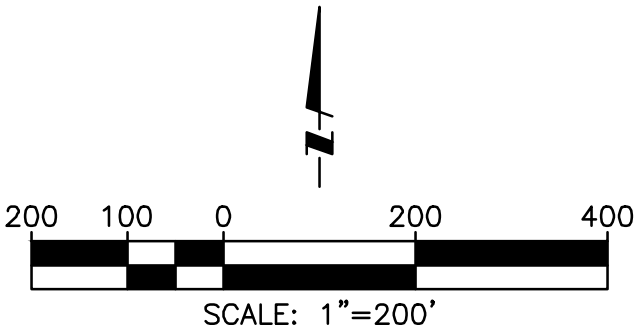
FISCAL IMPACT: There is not a direct fiscal impact associated with this action. All public infrastructure improvements required for this project will be constructed by the Developer at its sole cost.

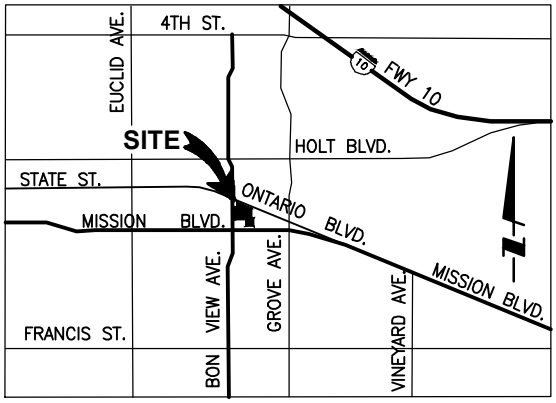
BACKGROUND & ANALYSIS: Final Parcel Map No. 20582, consisting of two numbered lots on approximately 10 acres of land, as shown on Exhibit A, has been submitted by the Developer, 627 Bon View, LLC. Tentative Parcel Map No. 20582 and was approved by the Planning Commission on March 28, 2023.

Improvements will include streets, sewer main and lateral, water main and lateral, fiber optic conduits, and parkway landscaping with irrigation. All landscape improvements will be consistent with current City approved drought measures.

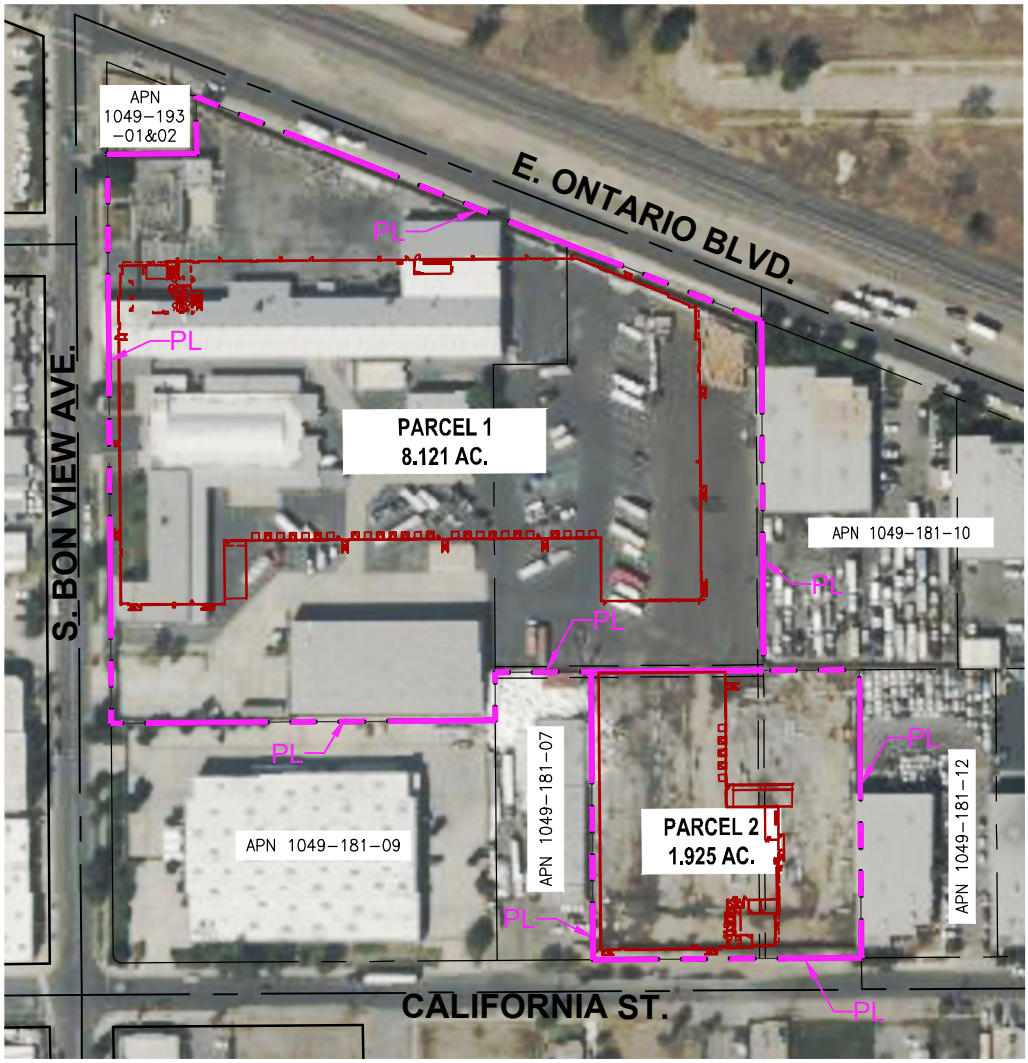
The Developer has entered into an Improvement Agreement with the City for Final Parcel Map No. 20582 and posted adequate security to ensure construction of the required improvements. This map meets all conditions of the Subdivision Map Act and the Ontario Municipal Code and has been reviewed and approved by the City Engineer.

EXHIBIT A





VICINITY MAP
NOT TO SCALE



Stantec
735 Carnegie Drive Suite 280
San Bernardino CA 92408-3588
909-335-6116 stantec.com

PARCEL MAP NO. 20582

CITY OF ONTARIO, CALIFORNIA

J.N. 2042 639000	DATE: 5/20/24	639000V-MX7006.DWG	SHEET 1 OF 1

RESOLUTION NO. _____

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

WHEREAS, Tentative Parcel Map No. 20582, submitted for approval by 627 Bon View, LLC, was approved by the Planning Commission of the City of Ontario on March 28, 2023; and

WHEREAS, Tentative Parcel Map No. 20582 consists of 2 numbered lots, in the City of Ontario, County of San Bernardino, State of California, being a subdivision of the land described as Certificate of Compliance No. CC15-006, re-recorded July 22, 2015 as Doc# 2015-0310739, Official Records, in the Office of Said County Recorder; and

WHEREAS, to meet the requirements established as prerequisite to final approval of Parcel Map No. 20582, 627 Bon View, LLC has offered the Improvement Agreement together with good and sufficient improvement security, in conformance with the City Attorney's approved format, for approval and execution by the City; and

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

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

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

3. That Final Parcel Map No. 20582 be approved and that the City Clerk be authorized to execute the statement thereon on behalf of said City.

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

PASSED, APPROVED, AND ADOPTED this 16th day of July, 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

CITY OF ONTARIO *Agenda Report* **July 16, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Engineering Prepared By: Miguel Sotomayor Staff Member Presenting: Scott Murphy, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 8

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

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

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

FISCAL IMPACT: The services for Amendment No. 3 are paid from development related fees collected from applicants for inspection services on an as-needed basis. The Fiscal Year 2024-25 Adopted Budget includes $800,000 for on-call Construction Management and Inspection Services. If needed, additional General Fund appropriations, as well as the corresponding increase in development related revenues for inspection services, will be included in a future quarterly budget update.

The proposed Amendment No. 4 increases the Agreement amount by $827,472 plus an additional ten percent (10%) contingency of $82,748. The Fiscal Year 2024-25 Adopted Budget includes appropriations from Road Maintenance and Rehabilitation Account (SB1) for the project.

BACKGROUND & ANALYSIS: Amendment No. 3 adds $800,000 and is to extend the term of the existing on-call Construction Management and Inspection Services Agreement one year. Amendment No. 4 adds $827,472 plus $82,748 for contingency and is a project-specific task order

for on-call Construction Management and Inspection Services for the Transformative Climate Communities (TCC) Active Transportation Project. The recommended action for Amendment Nos. 3 and 4 sets the revised total not-to-exceed authorization amount at $4,102,549.

In August 2021, the City awarded a three-year contract with an option to extend the agreement for two additional one-year terms to Ardurra Group for on-call Construction Management and Inspection Services. Subsequent appropriations from Amendment Nos. 1 and 2 for additional services were made to supplement the City's Engineering Department staff, bringing the total not-to-exceed amount to $2,392,329. Amendments Nos. 3 and 4 will allow the City to maintain the schedule commitments to support development-related construction activities, TCC Active Transportation Project and ensure that construction progresses in compliance with City requirements and approved plans and specifications.

AMENDMENT NO. 3

TO THE PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE CITY OF ONTARIO AND

ARDURRA GROUP, INC.

1. Parties and Date.

This Amendment No. 3 to the Agreement (as defined herein) is made and entered into as of this __ day of _____, 2024, by and between the City of Ontario ("City") and Ardurra Group, Inc., a Florida Corporation with its principal place of business at 1960 East Grand Avenue, Suite 300, El Segundo, CA 90245, ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and Consultant have entered into an agreement entitled "On-Call Construction Management and Inspection" dated August 17, 2021 ("Agreement").

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to extend the term of the agreement one additional year to August 17, 2025, adding **Eight Hundred Thousand Dollars ($800,000.00)** and set the not-to- exceed compensation amount to **Three Million Seventy-One Thousand Two Hundred Eight Dollars ($3,071,208.00)**. The Parties have heretofore entered into that Amendment No. 1 dated July 5, 2022 and Amendment No. 2 dated December 19, 2023.

2.3 Amendment Authority. This Amendment No. 3 is authorized pursuant to Section 3 of the Agreement.

3. Terms.

3.1 Amendment. Section 3.2 of the Agreement is hereby amended in its entirety to read as follows:

3.2.1. Compensation

Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibits attached hereto and incorporated herein by reference. In no event shall the total amount paid for services rendered by Consultant during the extended period from August 17, 2024 through August 17, 2025, exceed the sum of **Two Million Eleven Thousand Two Hundred Eight Dollars ($2,011,208.00)** with a revised cumulative contract total not-to-exceed amount of **Three Million Seventy-One Thousand Two Hundred Eight Dollars ($3,071,208.00)** covering the period from August 17, 2021 through August 16, 2025. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 3, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 3. From and after the date of this Amendment No. 3, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 3.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 3.

3.4 Severability. If any portion of this Amendment No. 3 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND ARDURRA GROUP, INC.

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 3 as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

ARDURRA GROUP, INC.

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Ardurra Group Inc. ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. Various (On-Call) Contract No. TBD Participation Amount $_____ Date 6/14/2021

For Combined Rate			
Fringe Benefit 51.3 %	+ General &Administrative 95.12%	=	Combined ICR 146.42%
OR			
For Home Office Rate			
Fringe Benefit %	+ General &Administrative %	=	Home Office ICR%
For Field Office Rate			
Fringe Benefit %	+ General &Administrative %	=	Field Office ICR%

Fee	=	8.00%

BILLING INFORMATION / CALCULATION INFORMATION

Name/Job Title/Classification[1]	Hourly Billing Rates[2] Straight[3]	OT(1.5x)	OT(2x)	Effective Date of Hourly Rate From	To	Actual **or** Avg. Hourly Rate[4]	% or $ Increase	Hourly Range - for Classifications Only
Principle-in-Charge / QA/QC & Technical Review	$279.00			08/03/2021	07/31/2022	$105.00		$275-$290
	$288.00			08/01/2022	07/31/2023	$108.15	3.0%	$280-$295
	$296.00	N/A	N/A	08/01/2023	07/31/2024	$111.39	3.0%	$290-$310
	$305.00			08/01/2024	07/31/2025	$114.74	3.0%	$295-$315
	$315.00			08/01/2025	07/31/2026	$118.18	3.0%	$300-$320
Construction Manager / Resident Engineer	$208.00			08/03/2021	07/31/2022	$78.33		$190-$210
	$215.00			08/01/2022	07/31/2023	$80.68	3.0%	$195-$218
	$221.00	N/A	N/A	08/01/2023	07/31/2024	$83.10	3.0%	$200-$225
	$228.00			08/01/2024	07/31/2025	$85.59	3.0%	$205-$230
	$234.00			08/01/2025	07/31/2026	$88.16	3.0%	$210-238
Public Works Inspector **	$150.00	$210.00	$270.00	08/03/2021	07/31/2022	$0.00		Not Applicable
	$152.00	$212.80	$273.60	08/01/2022	07/31/2023	$0.00	3.0%	
	$163.00	$228.20	$293.40	08/01/2023	07/31/2024	$0.00	3.0%	
	$169.00	$236.60	$304.20	08/01/2024	07/31/2025	$0.00	3.0%	
	$173.00	$242.20	$311.40	08/01/2025	07/31/2026	$0.00	3.0%	
Public Works Inspector** (Special Shift)	$152.00	$200.20	$273.60	08/03/2021	07/31/2022	$0.00		Not Applicable
	$154.00	$215.60	$277.20	08/01/2022	07/31/2023	$0.00	3.0%	
	$165.00	$231.00	$297.00	08/01/2023	07/31/2024	$0.00	3.0%	
	$171.00	$239.40	$307.80	08/01/2024	07/31/2025	$0.00	3.0%	
	$175.00	$245.00	$315.00	08/01/2025	07/31/2026	$0.00	3.0%	

Name/Job Title/Classification[1]	Hourly Billing Rates[2] Straight[3]	OT(1.5x)	OT(2x)	Effective Date of Hourly Rate From	To	Actual **or** Avg. Hourly Rate[4]	% or $ Increase	Hourly Range - for Classifications Only
Project / Documents Controls Engineer	$120.00			08/03/2021	07/31/2022	$45.00		$105-$125
	$123.00			08/01/2022	07/31/2023	$46.35	3.0%	$110-$130
	$127.00	N/A	N/A	08/01/2023	07/31/2024	$47.74	3.0%	$115-$135
	$131.00			08/01/2024	07/31/2025	$49.17	3.0%	$120-$140
	$135.00			08/01/2025	07/31/2026	$50.65	3.0%	$125-$145

(Add pages as necessary)

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**).All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant Ardurra Group, Inc. ☒ Prime Consultant ☐ Subconsultant

Project No. Various (On-Call) Contract No. TBD Participation Amount $_____ Date 6/10/2021

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	**Quantity**	**Unit**	**Unit Cost**	**Total (1 YEAR)**
Mileage Costs (Allowance @ $0.56/Mile)			$	N/A
Equipment Rental and Supplies (if required)			$	$ At Cost
Permit Fees			$	$ N/A
Plan Sheets			$	$ N/A
Test			$	$ See Subconsultant 10-H2
Vehicle (@ each assigned inspector)			Inc.	Included in inspection rate
Subconsultant 1: See Subconsultant 10-H2 Form				$
Subconsultant 2:				$
Subconsultant 3:				$
Subconsultant 4:				$
Subconsultant 5:				$

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Lisa M. Penna, PE Title *: Vice President, Managing Principal

Signature :  Date of Certification (mm/dd/yyyy): 06/14/2021

Email: lpenna@ardurra.com Phone Number: (949) 428-1500, Ext. 7102

Address: 3737 Birch Street, Newport Beach, CA 92660

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Construction Management and Inspection.

Rate Schedule Notes:

- Inspection overtime rate applies to the first four hours of overtime during the week and /or first eight hours of overtime on Saturdays; all overtime in excess of four hours during the week or eight hours on Saturdays is paid at the double time rate.
- The following minimum callout applies to Inspection staff, in accordance with Industrial Welfare Commission Order #16-2001:
  - Cancellation of 8 hours scheduled inspection after inspector's arrival on site: 4-hour minimum
  - Cancellation of 4 hours scheduled inspection after inspector's arrival on site: 2-hour minimum
- For contracts involving public works inspection services, Ardurra requires the awarding public agency to complete DIR form PWC-100 solely for Ardurra as the prime contractor specific to the awarded contract name and amount.

EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: Ardurra Group, Inc.

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate 146.42 % **OR**

Home Office Rate _____% and Field Office Rate (if applicable) _____%

Facilities Capital Cost of Money 0 % (if applicable)

Fiscal period * 1/1/2019 - 12/31/2019

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

All A&E Contract Information:

- Total participation amount $ 2,000,000 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 10.
- Years of consultant's experience with 48 CFR Part 31 is 3.
- Audit history of the consultant's current and prior years (if applicable)

☐ Cognizant ICR Audit ☐ Local Gov't ICR Audit ☐ Caltrans ICR Audit
☑ CPA ICR Audit ☐ Federal Gov't ICR Audit

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23 U.S.C. Section 112(b)(2), 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Lisa M. Penna, PE, F.ASCE, QSD
Title**: Vice President / Managing Principal
Signature: Lisa M. Penna
Date of Certification (mm/dd/yyyy): 02/25/2021
Email**: lpenna@ardurra.com
Phone Number**: (949) 482-0027

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: ***Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K*** *forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.*

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations

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

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 4

TO THE PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE CITY OF ONTARIO AND

ARDURRA GROUP, INC.

1. Parties and Date.

This Amendment No. 4 to the Agreement (as defined herein) is made and entered into as of this ___ day of _____, 2024, by and between the City of Ontario ("City") and **Ardurra Group, Inc.**, a Florida Corporation with its principal place of business at 1960 East Grand Avenue, Suite 300, El Segundo, CA 90245 ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and Consultant have entered into an agreement entitled "On-Call Construction Management and Inspection" dated August 17, 2021 ("Agreement").

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to increase the not-to-exceed compensation by **Eight Hundred Twenty-Seven Thousand Four Hundred Seventy-Two and 00/100 Dollars ($827,472)** with the term of the Agreement to remain through August 17, 2025. The Parties have heretofore entered into that Amendment No. 1 dated July 5, 2022, Amendment No. 2 dated December 19, 2023, and Amendment No. 3 dated July 16, 2024.

Amendment Authority. This Amendment No. 4 is authorized pursuant to Section 3 of the Agreement.

3. Terms.

3.1 Amendment. Section 3.2 of the Agreement is hereby amended in its entirety to read as follows:

3.2.1. Compensation

Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibits "C","C-1" and "C-2" attached hereto and incorporated herein by reference. In no event shall the total amount paid for services rendered by Consultant during the extended period from August 17, 2021 through August 16, 2022, exceed the sum of **Two Hundred and Sixty Thousand and 00/100 ($260,000)**; and from August 17, 2022 through August 16, 2023, exceed the sum of **Four Hundred Thousand and 00/100 ($400,000)**; and from August 17, 2023 through August 16, 2024, exceed the sum of **One Million Six Hundred Eleven Thousand Two Hundred Eight and 00/100 ($1,611,208)**; and from August 17, 2024 through August 17, 2025, exceed the sum of **One Million Six Hundred Twenty Seven Thousand Four Hundred Seventy Two and 00/100 ($1,627,472)**; with a revised cumulative contract total not-to-exceed amount of **Three Million Eight Hundred Ninety-Eight Thousand Six Hundred Eighty and 00/100 Dollars ($3,898,680)** covering the period from August 17, 2021 through August 17, 2025. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 4, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 4. From and after the date of this Amendment No. 4, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 4.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 4.

3.4 Severability. If any portion of this Amendment No. 4 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 4 TO ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION BETWEEN THE CITY OF ONTARIO AND ARDURRA GROUP, INC.

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 4 as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

Ardurra Group, Inc.

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

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Amendment No. 4
Exhibit C-2

June 24, 2024

Mr. Jaime Maciel-Carrera, T.E.
Senior Associate Engineer
City of Ontario
JMCarrera@ontarioca.gov

Subject: **Revised Estimated Fee Schedule for Construction Management and Inspection Services and Geotechnical/Material Testing Services for the TCC Project A & B**

Dear Jaime,

Enclosed is Ardurra's revised fee estimate per our discussion on Thursday, June 20, 2024, along with qualifications and clarifications as noted in our fee below.

Please feel free to contact me at (949) 533-3012 or oalameddine@ardurra.com should you have any questions or require additional information. We look forward to continuing to work closely with the City on this important project.

Respectfully submitted,
Ardurra Group, Inc.



Omar Alameddine
Project and Construction Management Group Leader

Estimated Fee

Revised Estimated Fee
Construction Management and Material Testing
for TCC Project A (Mission Blvd Bike and Pedestrian Improvements) and TCC Project B (Enhanced Pedestrian Crossings)
City of Ontario

Pre-Construction Phase[9] (Period 8/1/2024 - 7/31/2025)		10 Working Days		
TITLE	Est. Hours / Day	Total Hours	Hourly Rate	Extended Fee
Senior Construction Manager[1,7]	3.00	30.00	$ 228.00	$ 6,840.00
Project Controls Engineer[1,7]	5.00	50.00	$ 131.00	$ 6,550.00
Subtotal Pre-Construction Phase				$ 13,390.00
Construction Phase (10 Months) (Period 8/1/2024 - 7/31/2025)		**208 Working Days**		
TITLE	Est. Hours / Day	Total Hours	Hourly Rate	Extended Fee
Senior Construction Manager[1,7]	4.00	832.00	$ 228.00	$ 189,696.00
Project Controls Engineer[1,7]	5.00	1,040.00	$ 131.00	$ 136,240.00
Subtotal Construction Phase				$ 325,936.00
Post-Construction Phase[9] (Period 8/1/2024 - 7/31/2025)		**10 Working Days**		
TITLE	Est. Hours / Day	Total Hours	Hourly Rate	Extended Fee
Senior Construction Manager[1,7]	3.00	30.00	$ 228.00	$ 6,840.00
Project Controls Engineer[1,7]	5.00	50.00	$ 131.00	$ 6,550.00
Subtotal Post-Construction Phase				$ 13,390.00
Other Direct Costs				
Item				Amount
Constructability Review (Allowance)				$ 25,000.00
Miscellaneous ODCs (Allowance)				$ 38,000.00
Geotechnical and Material Testing (Allowance)				$ 103,500.00
Subtotal Other Direct Costs				$ 166,500.00
Total Estimated Fee				**$ 519,216.00**

Proposed Estimated Fee
Optional Inspection Services
for TCC Project A (Mission Blvd Bike and Pedestrian Improvements) and TCC Project B (Enhanced Pedestrian Crossings)
City of Ontario

Pre-Construction Phase[9] (Period 8/1/2024 - 7/31/2025)		10 Working Days		
TITLE	Est. Hours / Day	Total Hours	Hourly Rate	Extended Fee
Prevailing Wage Inspector[1,2,3,4,5,6]	8.00	80.00	$ 169.00	$ 13,520.00
Subtotal Pre-Construction Phase				$ 13,520.00
Construction Phase (10 Months) (Period 8/1/2024 - 7/31/2025)		**208 Working Days**		
TITLE	Est. Hours / Day	Total Hours	Hourly Rate	Extended Fee
Prevailing Wage Inspector[1,2,3,4,5,6]	8.00	1,664.00	$ 169.00	$ 281,216.00
Subtotal Construction Phase				$ 281,216.00
Post-Construction Phase[9] (Period 8/1/2024 - 7/31/2025)		**10 Working Days**		
TITLE	Est. Hours / Day	Total Hours	Hourly Rate	Extended Fee
Prevailing Wage Inspector[1,2,3,4,5,6]	8.00	80.00	$ 169.00	$ 13,520.00
Subtotal Post-Construction Phase				$ 13,520.00
Subtotal Optional Services				$ 308,256.00

Notes:

- Terms and conditions shall be pursuant to the City of Ontario On-Call Construction Management and Inspection Services Contract dated August 17, 2021.
    1. The above hourly rates include wages, fringe and general and administrative overhead and fee, as well as typical supplies, tools and equipment required to perform services. Construction management software is not included in the base rate.
    2. Rate applies to the first four hours of overtime during the week and/or first eight hours of overtime on Saturdays; all overtime in excess of four hours during the week or eight hours on Saturdays is paid at the Sunday/holiday rate.
    3. Prevailing Wage Rates are subject to increases pursuant to the State of California's Department of Industrial Relations Wage Rate Determinations. Ardurra's Billing Rates will increase in proportion to the DIR increase, plus overhead and profit. The current rates are based on Determination # SC-23-63-2-2023-1D issued February 22, 2023 and include the predetermined increase on July 1, 2024.
    4. A Special Shift is any shift that starts after 5:00 PM and before 6:00 AM.
    5. The following minimum callout applies to Inspection staff, in accordance with Industrial Welfare Commission Order #16-2001:
        – Cancellation of 8 hours scheduled inspection after inspector's arrival on site: 4-hour minimum
        – Cancellation of 4 hours scheduled inspection after inspector's arrival on site: 2-hour minimum
    6. For contracts involving public works inspection services, Ardurra requires the awarding public agency to complete DIR form PWC-100 solely for Ardurra as the prime contractor specific to the awarded contract name and amount. A half-hour per week, per inspector labor compliance charge will be billed for all Prevailing Wage inspection assignments.
    7. Rates are based on the specified fiscal years in Ardurra's executed contract. Should the project schedule extend, rates will be adjusted based on the applicable year.
    8. Ardurra will make a final determination on the utilization of either Procore or CIPO for web-based contract management once services are engaged.
    9. Pre-Construction and Post-Construction Phases are estimated, and additional effort beyond the days anticipated may require an amendment.
- **Web-Based Contract Administration:** Selected/specified cloud-based service billed at cost plus fifteen percent (15%).
- **Reimbursable Expenses (Other Direct Costs):** Ordinary identifiable non-salary costs that are directly attributable to the project, such as regular commuter travel costs, standard equipment, tools and software, etc., are included in the fee estimated above. Extraordinary expenses, such as oversized and/or color reproduction costs, vehicle identification decals, site facility hard phone line and/or internet service charges, non-commuter project miles and/or other travel expenses to remote (over 50 miles one-way) fabrication yards/batch plants, overnight postage/couriers, etc., are billed at actual cost plus fifteen percent (15%) to cover overhead and administration. Travel charges to a casting/fabrication yard or batch plant will include the hourly billing rate plus travel expenses as listed in the Caltrans Travel Guide (State rates). Mileage is billed at the current IRS rate (currently $0.655/mile). An allowance for extraordinary charges is included as Other Direct Costs (ODC) in the fee table above. Extraordinary charges above and beyond the estimated ODC allowance will not be billed to the client unless specifically included in the contract or requested and approved by the client in writing prior to incurring the additional expense.
- **Escalation:** This rate schedule is effective through July 31, 2026 per our executed agreement dated August 17, 2021. Should the project duration be extended beyond July 31, 2026, rates will be subject to prevailing wage increases as noted above, as well as an adjustment of five percent (5%) per calendar year or in accordance with the Consumer Price Index, whichever is greater.

- **Exclusions to Scope and Fee:** The following items are specifically excluded:
  - Legal advice
  - Temporary field office facilities, equipment, furniture, utilities and/or services
  - Construction labor, materials and/or equipment
  - Additional services not specifically called for in the proposal
  - Expert witness services
  - Standby services

CITY OF ONTARIO *Agenda Report* **July 16, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Engineering Prepared By: Raymond Lee Staff Member Presenting: Scott Murphy, Executive Director Community Development Reviewed By: Khoi Do Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 9

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

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

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the Growth and Evolution of the City's Economy
Operate in a Businesslike Manner
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

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

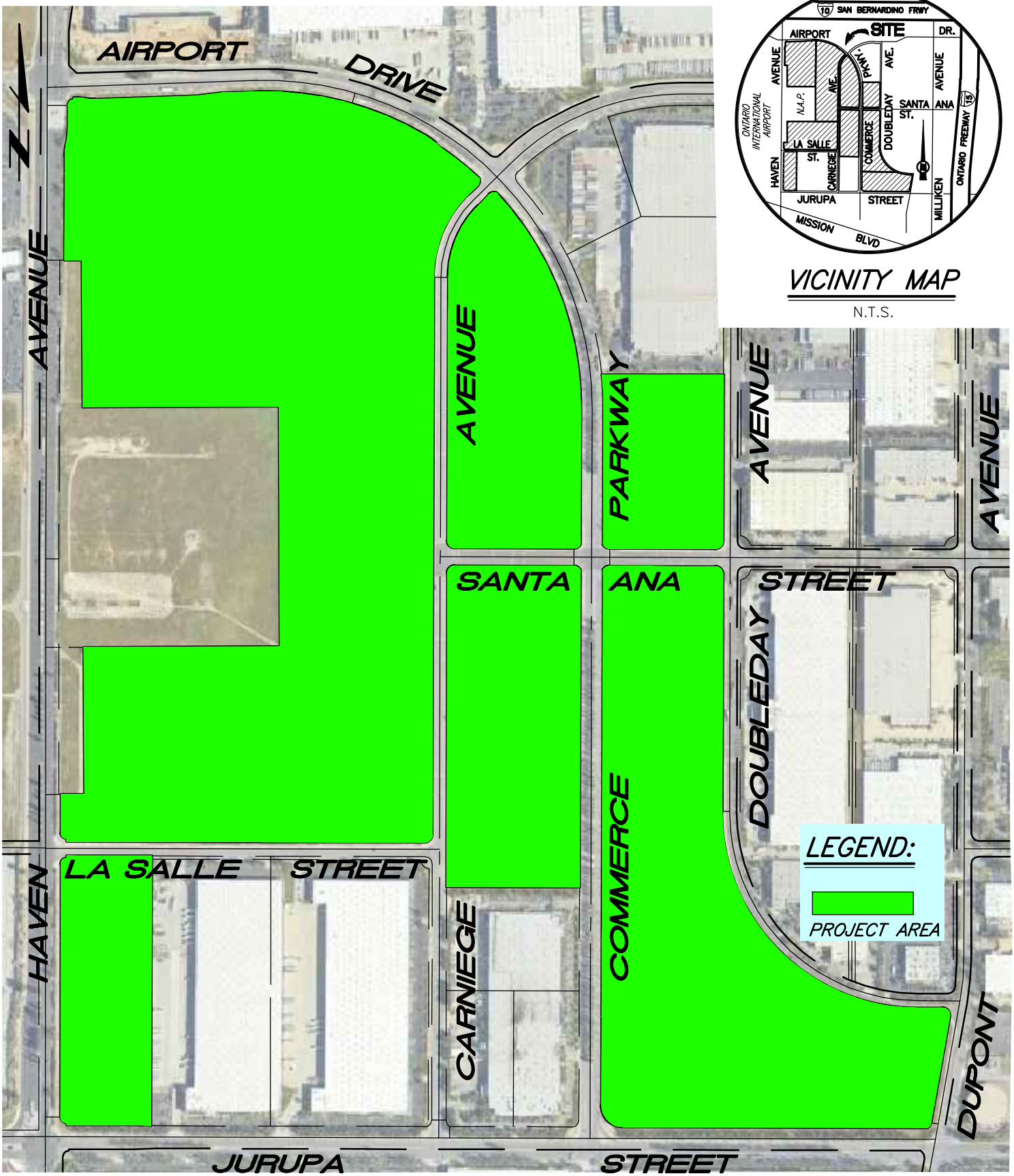
BACKGROUND & ANALYSIS: Project No. PDEV21-047, consisting of nine industrial buildings constructed on nine parcels totaling approximately 197 acres of land, as shown on Exhibit A, has been submitted by the Developer, CanAm Ontario, LLC. This project was approved by the Planning Commission on January 24, 2023.

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

The Developer has entered into an Improvement Agreement with the City for this project and has posted adequate security to ensure construction of the required improvements. This project meets all conditions of the Ontario Municipal Code and has been reviewed and approved by the City Engineer.

SCALE: 1"= 600'

EXHIBIT A



VICINITY MAP

N.T.S.

Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173

THE HUB @ ONT
PDEV21-047
CITY OF ONTARIO, CALIFORNIA

Last Update: 5/30/24
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RESOLUTION NO. _____

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

WHERAS, Project No. PDEV21-047 submitted for approval by CanAm Ontario, LLC, was approved by the Planning Commission on January 24, 2023; and

WHEREAS, to meet the requirements established as prerequisite to final approval of Project No. PDEV21-047, CanAm Ontario, LLC, has offered the Improvement Agreement together with good and sufficient improvement security, in conformance with the City Attorney's approved format, for approval and execution by the City; and

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

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

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

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

PASSED, APPROVED, AND ADOPTED this 16th day of July, 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

CITY OF ONTARIO *Agenda Report* **July 16, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Community Improvement Prepared By: Douglas J Sorel Staff Member Presenting: Scott Murphy, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 10

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

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

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Maintain the Current High Level of Public Safety
Operate in a Businesslike Manner

FISCAL IMPACT: The total CityView code enforcement software license and support agreement cost will total $275,310 over three (3) years. Funding for Year One (1) totaling $86,330 is included in the Fiscal Year 2024-25 Budget. Funding for Years Two (2) and Three (3) in the amount of $91,802 and $97,178, respectively, will be included as part of the IT Annual Operating Budget process. The total cost for the software contractual services agreement is $56,745 and is included in the Fiscal Year 2024-25 Budget as a one-time expense.

BACKGROUND & ANALYSIS: The Community Improvement Department currently uses CityView Software as the central case management software. CityView was originally purchased in 2001 and upgraded incrementally over the past 23 years. The Software License and Support Agreement will ensure the Community Improvement Department has the software licenses required to support existing staffing levels and access to professional support by the developer. It will also allow the Department to leverage incremental software updates twice a year. Final contract approval will be contingent upon successful submittal and approval of all required supporting documents.

The CityView upgrade will migrate the Community Improvement Department script-based workflows to a graphical workflow system. The current script-based workflows were designed for the Department's reactive enforcement model and requires a high level of technical competence to modify. The new graphical workflow system will modernize these workflows for the Department's

proactive enforcement model while making them easier to use and modify. This will enable to the Community Improvement Department to simplify or automate routine administrative tasks and enhance the Department's ability to adapt to new programs and processes. Final contract approval is contingent on the successful submission and approval of all required supporting documents.

SOFTWARE LICENSE AND SUPPORT AGREEMENT

This Software License and Support Agreement between N. Harris Computer Corporation ("CityView"), and the City of Ontario ("Licensee") is effective as of _____ 2024 (the "Effective Date").

Whereas CityView and Licensee entered into a previous software license and support agreement dated _____, for the provision of certain software modules (the "Old Agreement");

Whereas CityView proposes to license its software application to Licensee on the terms and conditions set out in this Agreement;

Whereas CityView desires to provide the Licensee with support and maintenance services related to its software application;

Whereas the Licensee has received the proper approvals such that it will license the software application;

Now therefore, the two parties agree to the following:

1 DEFINITIONS

1.1 Throughout this Agreement, except as otherwise expressly provided, the following words and expressions shall have the following meanings, and to the extent that any capitalized words are not defined in this Agreement but in either the Standard Support Service Level Agreement or in the Contractual Services Agreement, then those words shall have the meaning ascribed to them in those respective agreements with priority being assigned to the Contractual Services Agreement and then to the Standard Support Service Level Agreement.

1.1.1 "Add-on" means an individual component of the software that provides a specific functionality.

1.1.2 "Agreement" means this Software License Agreement, including all of its Schedules and all instruments supplementing, amending or confirming this Agreement.

1.1.3 "Confidential Information" means the Software and all information or material that either party treats as confidential which is:

1.1.3.1 Marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking,

1.1.3.2 Known by the parties to be considered confidential or proprietary, or

1.1.3.3 Which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances.

1.1.4 Confidential Information does not include information to the extent that such information is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder;

1.1.4.1 Was previously known to the receiving party as evidenced by its written records;

1.1.4.2 Is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; or

1.1.4.3 Is independently developed by the receiving party without reference to or use of the other party's Confidential Information which such independent development can be establish by evidence that would be acceptable to a court of competent jurisdiction.

1.1.5 "Configuration Console" is a set of tools used for the process of defining the values of parameters for the Software and automating the software. This includes but is not limited to Lookup table values, Fees, Letter templates, Activity-based workflows, custom data fields, organizational roles, business rules definable in the Software rules engine and expression writing.

1.1.6 "Completion of Services" means that the Software is fully operational and performing in conformity with the specifications set out herein. For purposes of this Agreement, Completion of Services will be deemed to have occurred on the date which the Organization commences using the Software as its predominate business system.

1.1.7 "Core Software" means that portion of the Software that provides the base functionality which, when installed and implemented, will always be in operation when the Software is in operation on the Designated Computer System.

1.1.8 "Event of Default" is deemed to have occurred if CityView:

1.1.8.1 Ceases to market or make available maintenance or support Services for the Software during a period in which the Licensee is receiving support services pursuant to the Standard Service Level Support Agreement, or,

1.1.8.2 Becomes insolvent, executes an assignment for the benefit of creditors, or becomes subject to bankruptcy or receivership proceedings,

1.1.8.3 Ceases business operations generally or

1.1.8.4 Has transferred all or substantially all of its assets or obligations set forth in this Agreement to a third party which has not assumed all of the obligations of CityView.

1.1.9 "Designated Computer System" shall mean the Licensee's platform and operating system environment which is operating the Software.

1.1.10 "Documentation" shall mean user guides, operating manuals, technical manuals, supporting materials, and other information relating to the use of the Software, whether distributed in print, magnetic, electronic, or video format.

1.1.11 "Maximum Concurrent Users" shall have the meaning ascribed to it in paragraph 3.

1.1.12 "Module" means a particular application component of the Software that-provides general functionality.

1.1.13 "Project" means services to be provided pursuant to additional Modules or Add-ons (including Third Party Software) that are to be licensed to Licensee and which services are provided pursuant to a Short Form Contractual Services Agreement

1.1.14 "Software" shall mean the licensed CityView application software consisting of the Core Software, the Configuration Console, the Modules and the Add-ons, including any updates provided subsequent to this Agreement, and including all copies made by whomsoever produced. Third Party software are not included in the definition of software.

1.1.15 "Source Code" of the Software means the Software written in programming languages, including all comments and procedural code, such as job control language statements, in a form intelligible to trained programmers and capable of being translated into object code for operation on computer equipment through assembly or compiling, and accompanied by documentation, including flow charts, schematics, statements of principles of operations, and architecture standards, describing the data flows, data structures, and control logic of the Software in sufficient detail to enable a trained programmer through study of such documentation to maintain and/or modify the Software without undue experimentation.

1.1.16 "User" means an agent of Licensee who has been provided with permission by CityView to be a User or an employee of Licensee while that agent or employee is engaged in using the Software.

1.1.17 "Third Party Software" means any software applications and services that CityView or its service providers has licensed or purchased and provided access to or otherwise made available to Customer as part of the Services as well as any third party software that is required to be obtained by Licensee directly from the applicable third party vendor in accordance with paragraph SCHEDULE A.

2 SCHEDULES

2.1 The Schedules described below and appended to this Agreement shall be deemed to be integral parts of this Agreement except for SCHEDULE G which is provided solely for historical and reference purposes.

2.1.1 SCHEDULE A - Description of Software, Software & Maintenance Fees, Payment Milestones and Deliverables

2.1.2 SCHEDULE B - Ongoing Annual CityView Software Maintenance

2.1.3 SCHEDULE C - Optional Escrow Services Languages (no Escrow included)

2.1.4 SCHEDULE D - Configuration Console Correct Usage Protocol

2.1.5 SCHEDULE E - CityView Standard Support Service Level Agreement

2.1.6 SCHEDULE F - Insurance Requirements

2.1.7 SCHEDULE G - Software License and Support Agreement dated 13 June 2001 (Old Agreement)

3 LICENSE

3.1 Subject to the terms and conditions of this Agreement, including without limitation the payment of the License Fees, CityView hereby grants the Licensee a non-transferable, non-exclusive and limited license to:

3.1.1 Use the Software on Licensee's Designated Computer System for its own internal business purposes or operations with access to third parties as reasonably necessary for the intended use and otherwise in accordance with the Documentation. The Software is in "use" on a computer when it is loaded into temporary memory (i.e., RAM) of that computer;

3.1.2 Copy the Documentation and copy the Software into any machine readable form for back-up, archival or training purposes in support of the Licensee's use of the Software on the Designated Computer System PROVIDED THAT:

3.1.2.1 The Licensee shall maintain a record of the number and location of copies made and to erase all such copies promptly when no longer in use or necessary;

3.1.2.2 The copies, together with the original, shall remain the property of CityView; and

3.1.2.3 The Licensee has not removed or obscured any copyright, trademark or other proprietary notices from the Documentation, Software and related materials supplied by CityView; and

3.1.3 Customize the Software using (specifically) the expression writing capabilities of the Configuration Console and such customizations using the Configuration Console are not subject to the restrictions detailed in paragraph 4.

3.1.4 The Software and related materials supplied by CityView are protected by copyright and trademark laws. Title, ownership rights and intellectual property rights in the Software and related materials supplied by CityView remain with CityView and any rights not expressly granted are reserved. Use of the Software and related materials supplied by CityView is subject to the applicable copyright laws and the express rights and restrictions of this Agreement.

3.1.5 The Software that is delivered to the Licensee includes all of the Modules, the Core Software, the Configuration Console and the Add-ons. The Licensee's use of these components is subject to the restrictions detailed in paragraph 4.

3.1.6 The number of Users who may access the Software at any one time is limited to the "Maximum Concurrent Users" as listed in SCHEDULE A. Any request to increase the number of Maximum Concurrent Users may entail additional license fees. The Licensee is not restricted in the number of employees or agents who may be permitted to use the Software. The restriction only applies to those accessing the Software at the same time.

3.1.7 The Software and/or some components may be licensed with the designation of "Read Only"; where this occurs the license permits users with view-only access to the Software but not the right to input, write or alter any data or information. Any applicable "Read Only" designation will be stated in SCHEDULE A and those aspects of the Software will be licensed as such.

3.1.8 The license rights granted herein and the other terms and conditions of this Agreement do not apply to any third party software listed in SCHEDULE A in this Agreement. Such third party software is licensed pursuant to and subject to all of the terms and conditions set out in the applicable third party license agreements for such software. For greater certainty and without limiting the generality of the foregoing, CityView makes no warranties, express or implied with respect to the third party software, including without limitation, their merchantability or fitness for a particular purpose and CityView accepts no liability of any kind whatsoever with respect to third party software.

4 LICENSE RESTRICTIONS

4.1 Without limiting the generality of the License granted in paragraph 3 and any other restrictions listed in this Agreement, Licensee shall not, and will not allow, direct or authorize any other party, directly or indirectly, to:

4.1.1 Use the Software for any purpose other than in connection with Licensee's primary business or operations;

4.1.2 Disassemble, de-compile, reverse engineer, defeat license encryption mechanisms, or translate any part of the Software,

4.1.3 Attempt to reconstruct or discover the Source Code of the Software or to otherwise convert it into human readable code;

4.1.4 Modify or create derivate works of the Software;

4.1.5 Rent, lease, lend, or use the Software for timesharing or bureau use;

4.1.6 Allow a third party to copy, access, or use the Software;

4.1.7 Take any actions that would cause the Software to become subject to any open source or quasi-open source license agreement or;

4.1.8 Attempt to access a Module or Add-on for which a license has not been granted.

4.2 Licensee shall be wholly liable to CityView for any misuse of the Software and these restrictions are absolute except as and only to the extent that this Agreement may expressly permit CityView to do otherwise.

4.3 Licensee requires a separate License for each environment into which the Software or any portion thereof is read in machine-readable form for operation on such Designated Computer System in a production environment.

4.4 The Licensee may only use the Software for which it has paid the license fees. Upon the payment of the applicable license fee Licensee shall be provided with the electronic key which will permit Licensee to use the components of the Software for which it has paid a license fee. The Licensee may at any time request a further license to use additional components, the use of which shall be subject to the payment of the appropriate license fee and the provision of an electronic key.

4.5 The Licensee may only use the Configuration Console where it has paid the appropriate license fee. Upon the payment of the applicable license fee, Licensee shall be permitted to use the Configuration Console subject to any restrictions that may be detailed in writing when such permission is granted.

4.6 Prior to the use of the Software for the initial and each renewal term, the use of the Software will be subject to the Licensee's receipt from CityView of an electronic key permitting access to the Software. The receipt of the key is subject to the renewal of the Standard Support Service Level Agreement. The Licensee acknowledges that it will not be able to use the Software in any fashion without the use of the key and that it understands fully its obligations in order to receive each applicable key.

5 LICENSE FEES

5.1 The rights granted to Licensee hereunder are subject to the Licensee paying to CityView the following license fees:

5.1.1 A license fee to use the Software; license fee(s) in relation to the Modules for which the Licensee has requested access; and the license fee related to the Configuration Console, if requested by Licensee.

5.1.2 The appropriate license fees are detailed in SCHEDULE A and the Modules for which a license is provided and whether a license in the Configuration Console is provided are also listed in SCHEDULE A (including the details of the applicable license fees). The list of licenses for Modules and the Configuration Console may be amended from time to time by a Statement of Work that specifically references this Agreement and which amends SCHEDULE A by detailing those Modules that are being licensed or will no longer be licensed in accordance with the terms of this Agreement.

5.1.3 Where a Project is undertaken, the license fees applicable to the Software related to the Project shall be detailed in a short form Contractual Services Agreement

5.2 The failure to pay such license fees within ninety days of an invoice shall automatically terminate this Agreement despite any cure periods provided elsewhere herein and paragraph 9.1 shall apply.

5.3 In addition to the above required license fees, any services applicable to the installation, implementation, training or configuration of the Software (both at the time the initial license is granted and for any subsequent licenses) may require additional professional service fees for the provision of the applicable professional services both of which would be subject to this Agreement.

6 SUPPORT

6.1 In consideration of payment of the annual support and maintenance fee set out in SCHEDULE A (the "Support and Maintenance Fees"), CityView will provide:

6.1.1 Priority response on support requests regarding the Software, as described in the CityView Service Level Agreement Attached as SCHEDULE E;

6.1.2 Remote diagnosis of operational issues related to the Software, provided that the Licensee has obtained, at its cost, the necessary software, hardware and instruction to allow CityView to provide such assistance.

6.1.3 Updates for the Software at no extra charge except for magnetic media and courier costs, these updates to include minor changes, enhancements, improvements, and problem resolutions;

6.2 In consideration of the services set out above, the Licensee agrees to pay the Support and Maintenance Fees in accordance with the payment schedule set out in SCHEDULE A. Despite anything in the support terms or this Agreement to the contrary, the Support and Maintenance Fees may be increased by CityView at the annual renewal time for Support and Maintenance and additionally if new modules are added to and become subject to this Agreement as described in paragraph 4.4.

7 CONTEMPORANEOUS AGREEMENTS

7.1 The parties agree that execution of the following agreements are conditions precedent to the effectiveness of this Agreement and that the following agreements shall be entered into no later than contemporaneously with the execution of this Agreement.

7.2 Additionally, the Licensee shall have the option of entering into an Escrow Agreement or the Licensee may continue to abide by any current escrow to be updated if necessary. In the event that Licensee wishes to have the Source Code to the Software deposited in an escrow account for Licensee's benefit, Licensee shall sign the escrow language in SCHEDULE C and such terms shall apply to this Agreement. If executed, the Escrow Agreement shall govern the terms and conditions whereby Licensee could gain access to the Software source code for the purpose of maintaining and supporting the Software. Licensee shall be solely responsible for the costs associated with the Escrow Agreement as may be invoiced by CityView.

8 TERM AND TERMINATION

8.1.1 The term of this annual contract shall commence on August 1, 2024 and will renew annually for a duration of three (3) years, automatically expiring on July 31, 2027.

8.1.2 Licensee may terminate this Agreement in the event that Licensee's governing body does not or is unable to make a budget appropriation for this Agreement with One Hundred Eighty (180) Days advance notice to CityView and shall pay any fees owed up to the date of termination date provided by Licensee. Otherwise, the Licensee may only terminate this Agreement prior to the completion of the Project where CityView has materially breached its obligations under this Agreement and failed to remedy them as permitted hereunder.

8.1.3 CityView may terminate this Agreement where Licensee fails to comply with its obligations of confidentiality set out in paragraph 11 or the obligations under paragraph 4.1 of this Agreement, whereby CityView must notify the Licensee in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, the Licensee must correct the default at no additional cost to CityView, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) days immediately following receipt of a Default Notice.

8.1.4 If the Licensee fails to correct the default, or issue a notice disputing the alleged default, in either case within thirty (30) days following receipt of the Default Notice, CityView may terminate the whole of this Agreement including the grant of license to the Software and in such case the Licensee will be responsible for payment to CityView of only that part of the fee earned by CityView for that part of the Services performed in accordance with the Contractual Services Agreement, unless that agreement states otherwise, up to the time of communication of such notice of termination to the Licensee and the entire License Fee for all Software that was fully installed on the Designated Computer System. Once a dispute has been settled, to the extent that any issues still remain unresolved in the Default Notice, Licensee shall have thirty (30) days to remedy such breach following the date of the settlement of the other issues.

8.1.5 Despite the above, for any Default Notice alleging a breach paragraph 4.1.3, CityView may terminate this Agreement at any time following the delivery of a Default Notice despite Licensee rectifying such default.

9 PROCEDURE FOLLOWING TERMINATION

9.1 If this Agreement is terminated for any reason except an Event of Default, then within thirty (30) days following such termination, the Licensee shall destroy/return the Software and any documentation to CityView, at CityView's absolute discretion, and the Licensee shall certify, under the hand of a duly authorized officer of the Licensee, that all copies of the Software and Documentation or any part thereof, in any form, within the possession or control of the Licensee have been destroyed/returned to CityView.

9.2 Upon the termination of this Agreement for any reason except for the terms set out in SCHEDULE B, the Licensee will not be entitled to access the Source Code through the escrow agreement where a valid escrow agreement exists.

9.3 Upon the termination of this Agreement for any reason whatsoever:

9.3.1 The parties agree that the Standard Support Service Level Agreement expires on its own terms, and

9.3.2 The confidentiality provisions shall survive and be binding on both parties for five (5) years from the date of termination.

10 CITYVIEW'S PROPRIETARY RIGHTS

10.1 The grant of the License herein contained permits the limited use of the Software by the Licensee. Title to and all property in the Software, its name, logo and computer stored data shall remain exclusively with CityView.

10.2 The Licensee hereby acknowledges that the Software and the Documentation is the property of CityView and that the Software constitutes a trade secret, and agrees to exercise due care and diligence in safeguarding the Software, the Documentation and CityView's proprietary interest.

10.3 The Licensee also acknowledges that any negligence or deliberate violation of this Agreement on its part which results in failure to protect CityView's proprietary interest in the Software shall actually and materially damage CityView.

10.4 In order to ensure compliance with the terms of this Agreement, CityView shall be entitled, upon reasonable notice to Licensee and subject to CityView's compliance with Licensee's reasonable security measures, to enter upon the Licensee's premises during normal business hours and require the Licensee to produce such information, records and documents as may be required to ascertain compliance.

10.5 CityView may revise or update the Software from time to time at its discretion.

11 OWNERSHIP OF SOFTWARE AND CONFIDENTIALITY OBLIGATIONS

11.1 The Licensee acknowledges that the Software contains proprietary information and Confidential Information of CityView which shall, at all times, remain the property of CityView and, in addition to its obligations outlined paragraph 4, the Licensee agrees to treat such Confidential Information in accordance with paragraph 11.2 and 11.3.

11.2 The Licensee will take the same care to safeguard the Software as it takes to safeguard its own Confidential Information of a like nature and such care shall not be any less than would be taken by a reasonable person to safeguard its own confidential information.

11.3 In order to assist Licensee with the protection of its proprietary information and Confidential Information and to enable CityView to ensure that the Licensee is complying with its obligations, Licensee shall permit CityView to visit during normal business hours any premises at which the Software is used or installed and shall provide CityView with access to its Software. CityView shall provide Licensee with reasonable notice of any such audit.

12 LIMITED WARRANTY OF PERFORMANCE

12.1 CityView warrants to Licensee that:

12.1.1 The Software shall function as described in the user documentation accompanying the Software from the Completion of Services if the Software is properly used in accordance with CityView's instructions and the terms of this Agreement.

12.1.2 The Software (including Software updates) will be provided via electronic delivery.

12.2 In the event an error is discovered in the Software outside the warranty period and the error can be reproduced by CityView, CityView will make reasonable commercial efforts to provide Licensee with a correction or suitable workaround in accordance with the terms of this Agreement. CityView reserves the right to correct any defects about which it is made aware and to produce Releases at a time of Cityview's own choosing and at CityView's discretion. Licensee's sole recourse in the event the Software does not conform to the applicable documentation is the repair and replacement of the Software.

12.3 The warranty above is void if the Licensee modifies the Software without the written consent of CityView. Examples of such modifications include, but are not limited to, the de-compiling and modifying of the source code, and tampering with the base set-up of the system.

12.4 For clarity, the parties agree that THE LICENSEE shall have the right to configure the Software using the Desktop configuration tools. Where a license for Configuration Console has been granted, THE LICENSEE shall have the right to use Configuration Console for expression writing in accordance with 0 without voiding the warranties herein.

12.5 The Licensee assumes sole responsibility for the selection of the Software to achieve the Licensee's intended results, and for the installation, use and results obtained from the Software.

13 EXCLUSIONS TO WARRANTIES

13.1 CityView shall not be liable for any breach of the foregoing warranties which results from causes beyond the reasonable control of CityView, including:

13.1.1 Where the installation, integration, modification or enhancement of the Software has not been carried out by CityView or its authorized agent, or where Licensee has taken any action which is expressly prohibited by the Documentation or this Agreement;

13.1.2 Any use or combination of the Software with any software, equipment or services not supplied by or on behalf of CityView;

13.1.3 User error, or other use of the Software in a manner or in an operating environment for which it was not intended or other than as permitted in this Agreement;

13.1.4 Licensee's failure to install a new Update which has been released to remedy an error or bug, and which CityView has stated to Licensee is a required Update necessary for security purposes or for legislative compliance purposes or other reasons as CityView may determine is important in its sole discretion; or

13.1.5 Any other event of force majeure.

14 NO OTHER WARRANTIES

14.1 TO THE GREATEST EXTENT PERMITTED BY LAW, THE SOFTWARE IS LICENSED AND ALL OTHER MATERIALS AND SERVICES ARE PROVIDED TO THE LICENSEE "AS IS" AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HEREWITH.

14.2 CITYVIEW, ITS LICENSORS AND SUPPLIERS DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING THE SOFTWARE AND ANY OTHER PRODUCTS, SERVICES AND MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HEREWITH, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABLE QUALITY, MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

14.3 CITYVIEW DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE SHALL OPERATE ERROR FREE OR IN THE COMBINATIONS SELECTED, THAT IT SHALL MEET ANY OR ALL OF THE LICENSEE'S PARTICULAR REQUIREMENTS, OR THAT ALL ERRORS OR DEFECTS IN THE SOFTWARE CAN BE FOUND OR CORRECTED.

14.4 NO AGREEMENTS VARYING OR EXTENDING ANY EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT SHALL BE BINDING ON EITHER PARTY UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED SIGNING OFFICER OF CITYVIEW.

15 INTELLECTUAL PROPERTY INDEMNITY

15.1 In the event there is a third party claim against Licensee alleging that Licensee's use of the Software in accordance with this Agreement constitutes an infringement of a Canadian or United States patent, copyright, trade-mark or trade secret, CityView shall, at its expense, defend Licensee and pay any final judgment against Licensee or settlement agreed to by CityView on Licensee's behalf; provided that Licensee promptly notifies CityView of any such claim or proceeding and shall give CityView full and complete authority, information, and assistance to defend such claim or proceeding. This indemnity is only effective where:

15.1.1 Licensee has not made any admissions or begun settlement negotiations either prior to or after providing notice to CityView of the applicable claim except with CityView's prior written consent,

15.1.2 CityView shall have sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement, and

15.1.3 Licensee has not modified the Software in any manner whatsoever except with the prior written consent of CityView.

15.2 Any breach by Licensee of its covenants under this paragraph 2.1.2 shall nullify this indemnity but not the sole right of CityView to have full and complete authority of the defense to defend such claim or proceeding and of all negotiations related therewith. In the event that the Licensee's use of the Software is finally held to be infringing or CityView deems that it may be held to be infringing, Licensee agrees that the sole remedy available to it is that CityView shall, at CityView's election:

15.2.1 Procure for the Licensee the right to continue use of the Application Software; or

15.2.2 Modify or replace the Software so that it becomes non-infringing.

15.3 The foregoing states CityView's entire liability, and the Licensee's exclusive remedy, with respect to any claims of infringement of any copyright, patent, trade-mark, trade secret or other property interest rights relating to the Software, or any part thereof or use thereof. CityView's obligations under this paragraph 2.1.2 shall survive the termination and/or expiration of this Agreement.

15.4 Licensee may, at Licensee's sole cost and expense—which is outside the scope of this indemnity—retain counsel of its own choosing who shall be permitted to attend all settlement conferences and hearings or other court appearances (except where the court has specifically made an order against such attendance) related to the proceeding.

16 REMEDIES AND LIMITATION OF LIABILITY

16.1 The Licensee and CityView recognize that circumstances may arise entitling the Licensee to damages for breach or other fault on the part of CityView arising from this Agreement. The parties agree that in all such circumstances the Licensee's remedies and CityView's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.

16.1.1 EXCEPT FOR DAMAGES ARISING OUT OF (a) CITYVIEW'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS OR (b) INDEMNITY OBLIGATIONS PROVIDED IN PARAGRAPH 2.1.2, BOTH PARTIES AGREE THAT CITYVIEW's LIABILITY (UNDER BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER ALTERNATIVE LEGAL THEORIES), IF ANY, FOR ANY DAMAGES RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE LICENSE FEES OR THE SUPPORT AND MAINTENANCE FEES, AS APPLICABLE, PAID TO CITYVIEW BY LICENSEE DURING THE THEN-CURRENT TERM OF THIS AGREEMENT.

16.1.2 IN ADDITION TO THE FOREGOING NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUE OR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, FAILURE TO REALIZE EXPECTED SAVINGS, OR COST OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY .

16.1.3 PARAGRAPHS 16.1.1 AND 16.1.2 SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.

16.2 Where remedies are expressly afforded by this Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the Licensee for liabilities of CityView arising out of or in connection with this Agreement, notwithstanding any remedy otherwise available at law or in equity.

17 INTENT

17.1 The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this License Agreement shall apply even in the event of default, negligence (in whole or in part), strict liability or breach of contract of the person released or whose liability is waived, disclaimed, limited, apportioned or fixed by such remedy provision, and shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates.

18 INJUNCTIVE RELIEF

18.1 The Licensee agrees that the breach of any term, provision or condition of this Agreement by the Licensee may cause irreparable damage to CityView in which case an award of damages may not be adequate relief to CityView. Therefore, the Licensee agrees that in addition to all the remedies available to CityView in the event of any breach of this Agreement by the Licensee, CityView shall have the right to obtain timely injunctive relief to protect its proprietary right.

19 COUNTERPARTS

19.1 This Agreement may be executed in counterparts (whether by facsimile or PDF signature or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

20 GOVERNING LAW

20.1 The validity and interpretation of this Agreement and each clause and part thereof shall be governed by the law of the California without reference to principles of conflict of laws.

21 ENTIRE AGREEMENT

21.1 This Agreement contains all the terms and conditions agreed on by the parties hereto with regard to the matters dealt with herein, and no understandings or agreements, verbal or otherwise, exist between the parties except as herein expressly set out. This Agreement completely replaces all other software license agreements that may have been entered into between the parties (including all precursor entities, including those entities that have amalgamated with N. Harris Computer Corporation).

22 RIGHT TO ASSIGN

22.1 This Agreement and the rights and liabilities hereunder shall not be assigned by the Licensee unless consent in writing is obtained from CityView.

23 SUCCESSORS AND ASSIGNS

23.1 This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

24 SEVERABILITY

24.1 If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

25 WAIVER

25.1 No waiver of any default shall constitute a waiver of any other breach or default, whether of the same or any other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by other parties shall give the other any contractual right by custom, estoppel, or otherwise.

26 FORCE MAJEURE

26.1 No default, delay or failure to perform on the part of CityView shall be considered a breach of this Agreement where such default, delay or failure is due to a force majeure or to circumstances beyond its control. Such circumstances will include, without limitation, strikes, riots, civil disturbances, actions or inactions concerning government authorities, epidemics, war, terrorist acts, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy or default of a common carrier or other disasters or events.

27 MEDIATION

27.1 The parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorney's fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties.

28 ALLOCATION OF RISK

28.1 Licensee acknowledges that the limited warranties, disclaimers and limitations of liability contained in this Agreement are fundamental elements of the basis of bargain between Licensee and CityView and set forth an allocation of risk reflected in the fees and payments due hereunder.

IN WITNESS WHEREOF, Licensee and CityView have executed this Contract as evidenced by dual signature below.

ACCEPTED	ACCEPTED
CityView Authorized Signature:	Licensee Authorized Signature:
Name: Susan McCormick	Name:
Title: Executive Vice President	Title:
Date:	Date:

SCHEDULE A - DESCRIPTION OF SOFTWARE, SOFTWARE & MAINTENANCE FEES, PAYMENT MILESTONES AND DELIVERABLES

This is Schedule 'A' attached to and made part of the Software License and Support Agreement dated _____ 2024, as updated by the execution of this Agreement by and between CityView and the City of Ontario.

1 LICENSED CITYVIEW CORE SOFTWARE PREVIOUSLY LICENSED UNDER THE TERMS OF SCHEDULE "F" AND NOW SUBJECT TO THIS AGREEMENT

Product Description
CityView Concurrent Application Client - Workspace
CityView Server (Server License)

2 LICENSED CITYVIEW MODULES – NOW SUBJECT TO 31 MAXIMUM CONCURRENT READ-WRITE USERS BUT WHICH WERE PREVIOUSLY LICENSED UNDER THE TERMS OF SCHEDULE "F" BUT WHICH IS NOW SUBJECT TO THIS AGREEMENT.

CityView Property Information
CityView Code Enforcement
CityView Rental Housing
CityView Cashiering

3 CITYVIEW ADD-ONS PREVIOUSLY LICENSED UNDER THE TERMS OF SCHEDULE "F" AND NOW SUBJECT TO THIS AGREEMENT

1 site license	CityView supported EDMS Extension
1 site license	CityView Esri ArcGIS Mapping Extension
1 site license	CityView Mobile for Rental Housing & Code Enforcement (limited license – 13 Code Enforcement users and 5 Rental Housing users)
1 site license	CityView Portal (limited license for Property Information, Code Enforcement, and Rental Housing)
1 site license	CityView Supported Payment Processor
1 site license	CityView Configuration Console – formerly Application Builder
1 site license	CityView Integration Server Public API
1 site license	CityView Microsoft Word Add-In
1 site license	CityView Microsoft Outlook Add-In

4 NEW SOFTWARE MODULES ADDED AS OF MARCH 25 , 2024 AND NOW SUBJECT TO THIS AGREEMENT

CityView Modules, User Licenses and Add-Ons

Six (6) CityView Concurrent Application Client – Workspace (Total 37 Concurrent Users)

Software Licensing	Deliverables	Payment Milestone	Payment Terms
Software Licenses Include: 6 CityView Concurrent Application Client – Workspace	CityView will: • Set up as a client on FTP & CityView Connect • Provide documentation to download the latest version of CityView off the FTP & CityView Connect site • Send the licensing key for CityView Licenses • Provide documentation to download the Solutions from the FTP & CityView Connect site	$ 13,200	Previously Invoiced/ Payment received.
Total Licensing		**$ 13,200**	

Mandatory Annual Software Maintenance	Deliverables	Payment Milestone	Payment Terms
Annual Software Maintenance (year 1) To be pro-rated (6 CityView Concurrent Application Client – Workspace) This is in addition to the City's current Annual Support and Maintenance fees.	Provides: • All major and minor software upgrades • Unlimited technical support; • Unlimited access to the CityView FTP site • Unlimited access to the CityView Connect • Support for in-scope, CityView-delivered customizations to product and Select configuration	$ 3,300	Previously Invoiced/Payment received.

ABOVE PRICES DO NOT INCLUDE TAXES
No customization to the CityView Solutions is assumed other than as specified above. Customizations are estimates and will be validated as part of the data collection and scoping phase. Should any enhancement requests be made or customizations be required, these will be charged at the then current hourly rates as set out by the vendor. If validation reveals that price changes are necessary, Vendor will not proceed with these services until change orders are raised and agreed to by both parties.
Annual Maintenance fees are subject to annual increase.

SCHEDULE B - ONGOING ANNUAL CITYVIEW SOFTWARE MAINTENANCE

ONGOING ANNUAL CITYVIEW SOFTWARE MAINTENANCE PAYMENTS*

Annual Software Maintenance	Payment Amount	CityView User Conference	Payment Terms
Year 1 (August 1, 2024 – July 31, 2025) – See Schedule A for list of software covered under ASM.	$ 84,530.17	$ 1,800.00[1]	Invoiced July 1, 2024 or sooner and due July 15, 2024.
Year 2 (August 1, 2025 – July 31, 2026) – See Schedule A for list of software covered under ASM.	$ 89,601.98	$ 2,200.00[1]	Invoiced July 1, 2025 or sooner and due July 15, 2025.
Year 3 (August 1, 2026 – July 31, 2027) – See Schedule A for list of software covered under ASM.	$ 94,978.09	$ 2,200.00[1]	Invoiced July 1, 2026 or sooner and due July 15, 2026.

*Includes six (6) previously licensed Workspace users Does not include Bluebeam Revu nor any other software products not already licensed as of the execution of this agreement.

[1] Invoiced June 1 of the Annual Support & Maintenance Year. Due Net 15.

(No Escrow Services Included)

CityView Configuration Console

Correct Usage Protocol

This document outlines the accepted use of CityView Configuration Console.

How Changes Are Tracked

Every "application object" within CityView has a development status that indicates whether that object has been modified. **Application objects** are those things that can by modified using the various tools in Configuration Console. When your environment is first created, it is an exact copy of our CityView development environment, so every application object has a development status of **System**. Additionally, if the environment also includes our CityView Select configuration, then certain application objects as well as any configuration items (e.g. lookup values, which are stored in regular data tables) will have a development status of **SystemConfig**),

Changes to application objects that are made in your environment while it is on our servers (and under our control) are tagged with the status **CustomInHouse**. Changes that are made in the environment once it has been delivered into your network environment are tagged with the status **CustomOnSite**. There is also a status, **CustomOnSiteProd**, which can be used to identify objects that were modified in the Production environment (although this should be a rare occurrence because modifications should not be happening directly in Production.)

When the "application layer" of the CityView solution is upgraded (which can, and often is, done independently of the "software layer") the development status of each object is checked prior to that object being upgraded. Every object that still has a status of **System** is overwritten with the version of that object from the latest CityView development environment. If the development status is not **System** for a given object, it is not overwritten. Instead, the latest application object from the development environment is placed in the application journal table only.

Many objects are interdependent. Configuration Console users should be cognizant of this when considering changes to any modifiable object, so as to not have an adverse impact on an overall piece of functionality. CityView scrutinizes the modifications prior to performing an application-level upgrade so that risks are mitigated; however, the more custom objects there are, the more effort-intensive this process is; and, in some cases, there may be costs incurred to get a heavily customized environment upgraded. Therefore, it is very important to document customizations and follow the best practices outlined in this document.

Configuration Console

The configuration tools are continually evolving and these tools are designed to allow your environment to be easily upgraded. When trying to create new automation or modify existing business processes, your first approach must be to use the most appropriate (**purpose-built**) configuration tool for the job, such as:

- Adding a custom field to the database (use the Attribute configuration tool)
- Adding or moving fields around in existing Workspace panels (use the Workspace Panel Override tool)
- Modifying workflows or adding workflow-related automation (use the Graphical Workflow Designer)
- Making data entry fields read-only or required (use the Business Rules tool)
- Getting automation to fire when a field value is changed, or other non-workflow-related automation (use the Business Rule tool)
- Getting CityView to produce letters/documents (use the MS Word Add-in, or RTF Letter Generator if you have not purchased the MS Word Add-in)
- Making label changes to fields or buttons (use Attribute configuration tool, where possible, or existing string-replacement settings, if available for your situation)

More advanced tools, such as the Expression language, should be avoided unless there is no more suitable way to achieve the desired result. This should be done after consultation with CityView staff so that technical feasibility can be determined. It is possible that the only way to achieve the desired result is through product enhancement, and that is better to establish before spending a lot of time trying to devise a self-implemented solution.

Training Requirement

Configuration Console includes sophisticated technical configuration tools. It has a full programming language built into it and the ability to add custom fields to the database schema. Use of the more advanced tools presupposes the user has a solid knowledge of database design and software development. For this reason, all users of Configuration Console's advanced tools should have a reasonable technical skill level; and, they should receive their Configuration Console training from a CityView trainer. Configuration Console has a security model that allows for some users to have access but not have permissions to use the more advanced tools.

All configurations need to be thoroughly tested before being put into production. If you plan to do a significant amount of configuration or solution development, it is strongly recommended that you maintain a dedicated **Development** environment (separate from your **Test** environment.) CityView will not support any modification made by Configuration Console if it was made directly into a production environment without first being tested and deemed functional in a development or test environment. Furthermore, you may need to validate software upgrades or other deliverables from CityView in your Test environment and you don't want those test results to be obfuscated by other development work that you have in progress.

Minimizing the Number of Custom Objects

While heavily customized environments introduce complexity and time to the upgrade process, custom objects that are created entirely by you do not impact the upgrade process. Complexity is only introduced when a core object is customized, as it then needs to be determined, at the time of the upgrade whether or not there is risk to the system as a whole if we cannot give you the latest version of that object. If the object was created by you in the first place (i.e. it does not exist at all in the CityView development copy) then there is no problem. Note, this primarily relates to out-of-the-box expressions, but it could also relate to reports and other system objects.

The key is ensuring that you do not impact core objects while you are creating your own objects. For example, if you want to modify one of the out-of-the-box reports, consider creating a copy of it and modifying the copy instead. This way, your new objects are all self-contained and have no impact on other core objects. It also has the advantage that if CityView fixes a defect in that out-of-the-box report, you will still receive the benefit of the fix in a future upgrade.

Likewise, if you need a SQL view to facilitate writing a new report, even if that view is very similar to a view that already exists in the system, it is recommended that you make a copy of the view and base your report off of the copy. That way, if our view changes in future versions, you will receive any benefits of those changes, and our changes will not adversely affect your report.

Note: the Panel Override tools are designed to allow contextually relevant fields to be added (or removed) from the Workspace user interface (panels) without affecting the system specification.

Maintaining a Single Source of Truth

At various points, you may undertake a new project implementation with CityView or you may be in the midst of an application upgrade (colloquially referred to as a “merge”). While CityView is working with you on any kind of deliverable, you are not permitted to make use of Configuration Console. This applies to any of your onsite environments: Test, Production, and Development. The aforementioned process of comparing the development status of each object to determine what is being “merged” into Production, relies on a binary comparison of each object. There is no way to handle a situation where changes were made in a CityView development environment and changes were also made in an onsite environment (regardless of which one) and now we somehow have to piece all of those changes back together and get them all into Production.

When you start a new project with CityView, your project manager will ask you to sign a “Phased Project Kickoff Acknowledgement”, restating this requirement and ensuring your cooperation.

Summary

Configuration Console is a powerful configuration tool that allows you to change many behavioral aspects of your CityView solution. Modifying system application components could increase the complexity of upgrades and limit your ability to take advantage of the latest improvements that the CityView solution has to offer.

Changes made using Configuration Console that do not result in system objects being modified also do not impact your upgrade path. Changes that introduce complexity to the upgrade process will be manageable through the upgrade process provided the guidelines in this document have been followed and there is a not a large number of system objects that have been customized. Heavily customized environments that have not followed the guidelines document and best practices imparted during Configuration Console training may incur costs for environment upgrades. Any changes that are pushed into a production environment without being tested in a development or test environment first are not supported.

Appendix A: Naming Conventions

There are a few naming conventions that we follow rigorously and it helps us to easily identify modifications "at a glance" so that the upgrade process is easier.

- Custom fields should always be prefaced with "att". This allows our staff to easily identify fields that are client-specific and not part of the CityView core schema. For example, if you wanted to add a field to track the Number of Employees for a Business, you might want to call it NumEmployees but we recommend that you call it attNumberEmployees.
- Custom expressions names should always contain the identifier "C2". Similar to "att", this is not a technical requirement; it simply allows our staff to easily spot customer-created expressions. For example, if you wanted to create an expression that executes on the **before value change** event of the Permit Status field, you might want to call this expression bvcPermitStatus but we request that you call it bvc**C2**PermitStatus.
- Custom reports, views, searches, filters, etc. should also contain the identifier "C2" in their name so that our staff can easily identify them as custom objects.
- Any **custom** expression should be commented (at the top) so that our staff can easily understand the purpose of the expression.
- Any modification to a **core** expression should be commented with the "C2" identifier at the **start** and the **end** of the customized portion of the expression so that we can easily pick out which part of the code was customized.

Expression Naming Conventions

Use the following Matrix to define Expression Names. Expression Names are restricted to 25 characters or less so some truncating may be required.

Prefix	Table or Field Name	Type	Function	Name
bfa	PRPermit	BeforeAdd		bfaBIApplication
bvc	PRPermit	BeforeChange		bfcBIApplication
btn	GNContact	Button	Update Contact	btnGNContactUpdateContact
dex		Data Exchange		dexCACashierBatch
dat		Data Expresssion		datCACashierTransform
cal	GNFee	Calculated	Total Fees	calGNFeeTotalFee
def	GNActivities:dateEntered	Default Value	Today's Date	defTodaysDate
fmv		File Move		fmvPRMoveAttachment
fil		Filter Expression		filCEClosedCases
luf	LookupContactType	LookupFilter	Filter for Inspectors	lufLookupContactTypeInsp (Truncated)
flo		Form load		floCEActivityTracking
add	PRPermit	OnAdd		addPRPermit
ent	PRPermit:Type	OnEntry		entPRPermitType
ext	PRPermit:Type	OnExit		extPRPermitType

frm		OnForm	Show Status	frmShowPRPermitStatus
pae		OnPrintAll		
sar		Search and Replace		
dat		Data Expression		
dex		Data Exchange		
utl		Utility		utlCalculateHoliday
sch		Scheduled Exp.		schPermitExpiration
tag		Tag Expression		tagCELastInspected
web		Web Service		

Appendix B: Coding Standards

To make your code as "supportable" as possible, you should follow our own coding standards. This will have the added benefit of helping you read and understand the expressions that exist (out-of-the-box) in your environment.

Header

At the top of each expression there will be a multiple line header comment. This comment block will be demarcated by a comment line with 37 '-' (lines up with end of expression name field).

If at any point in the lifespan of the expression it is modified, use the format outlined below.

```
; Description:  Sets PRInspection status to "Passed".
; Created:  Vince Liderth
; Modified: Changed references from SubPermit to Permit.
; Application Object(s):  PermitApplication
; -------------------------------------
```

Code Examples

Commenting your Code

```
...
; User has unchecked the box.  We need to close the ALERT record previously created by this
inspection's stop work order:
ForEachRecord( "ALERT" )
        If (Alert:CauseRecorDID == PRInspection:RecordID AND IsEqualNoCase
(Alert:CauseTableField, "PRInspection:RecordID"))
                ALERT:Status = _CONFIG:GNAlertClosedStatus
                ALERT:dateClosed = Today
               MsgBox (True, "Stop Work Order removed. The related property alert has been
closed.", "I")
                Break
        EndIf
EndFor

...
```

IF Statements

```
...
dayOfWeekDateIn = DayOfWeek (dateIn)
flagWeekend = False

; Date cannot fall on a weekend.  If the dateIN day of week falls on a weekend, advance dateIN
the correct number of days to Monday:
If (Val(dayOfWeekDateIn) == 1)
        dateIn = dateIn + 1
        flagWeekend = True
Else
        If (Val (dayOfWeekDateIn) == 7)
                dateIn = dateIn + 2
                flagWeekend = True
        EndIf
Endif
```

FOR Loops

```
; Construct a list of reviews to add to the permit based on the inspections that have been added
by the user:
allReviews = ""
inspectionReviews = ""
counter = 0
endValue = CountSubstrings (inspectionTypes, ",", False) - 1
```

```
For (counter, 1, endValue, 1)
        thisInspection = GetStringBetween (inspectionTypes, ",", ",", False, False, counter)
        inspectionReviews = SQLAggregate ("LookupPRInspectionType", "DefaultReviews", "Min",
Append ("Code = '", thisInspection, "'"))
        allReviews = allReviews + "," + inspectionReviews
EndFor
```

Using Constants instead of Hard Coded Values

Constants can be defined in CityView Manager in the Custom Application Settings table.

DON'T

```
maxAlert = ContextAggregate ("Alert", "Type", "MAX", "Status = 'O'") ;HCV
If (maxAlert < 2)
        maximumAlertLevel = _CONFIG:AlertLevel1
Else
        maximumAlertLevel = _CONFIG:AlertLevel2
EndIf
```

DO

```
maxAlert = ContextAggregate ("Alert", "Type", "MAX", "Status = ' " + _CONFIG:AlertOpenStatus +
"'")
If (maxAlert < 2)
        maximumAlertLevel = _CONFIG:AlertLevel1
Else
        maximumAlertLevel = _CONFIG:AlertLevel2
EndIf
```

Naming Standards

Table and field names: use Pascal Case (e.g.: "ApplicationNumber", "PLApplication")

Exceptions: Date, boolean and historical field names will use Camel case (e.g.: "permitNumber"):

- dateEntered
- flagSent
- histAPN

Variable names: use Camel Case

Variables should be instantiated immediately following the expression header:

```
parseString = ""

counter = 0
```

The exceptions to this rule would be when the expression is long and it makes more sense to instantiate the variable closer to the place where it is used; or, when a variable is only needed in the scope of the IF or FOR block.

Variable names should be descriptive, e.g. applicationNumber (as opposed to appNum)

Do not prefix the variable with an indicator of its data type unless it is a date or boolean type. The name of the variable should be descriptive enough to indicate what its data type is.

CityView functions names should be typed exactly as shown in the function list, e.g. CountSubstrings() not countsubstrings()

SCHEDULE E - CITYVIEW STANDARD SUPPORT SERVICE LEVEL AGREEMENT

CityView Standard Support

Service Level Agreement

Version 2017.1

CityView Standard Support – Service Level Agreement

Contract Term: 1 Year (renewable annually)

Support Channels: Web, Email or Telephone

Support Requests Allowed: Unlimited

Who Can Report: Individuals who are trained in the use of CityView can report issues to Customer Support.

Hours of Coverage: Coverage hours are 5:00 a.m. to 5:30 p.m. Pacific Standard Time from Monday through Friday, excluding CityView Technical Support observed holidays. (Only those statutory holidays that coincide between Canada and the United states are observed by CityView Technical Support.)

Accessing Support: The preferred method of opening a support incident is to use our CityView Connect Feedback mechanism within the software. Telephone support requests should be preceded by filing a support request within CityView Connect web site, including a detailed problem description. Telephone support requests will be answered live during business days, though staff may be involved serving other customers. If your call is not answered live, please leave a message, including the support request tracking number you received from the electronic filing, your name and phone or pager number. Messages are typically responded to within two hours.

Auto Acknowledgement: CityView Connect will assign a case number, accessible from the CityView Connect Feedback Status web page. Email and telephone correspondence will also result in cases being created and those will be available for review through the CityView Connect Feedback Status web page. Whenever the status of your incident changes, an email notification will automatically be sent to the individual that opened the call.

Request Response Time: A technical support engineer will respond to all requests within the time frames specified in Table 1. Business hours are 5:00 a.m. to 5:30 p.m. Pacific Standard Time from Monday through Friday, excluding CityView Technical Support observed holidays. Only those statutory holidays that coincide between Canada and the United States are observed by CityView Technical Support. We process requests in the order of their priority followed by order of submission.

What we will do if we don't hear back from you: If we don't hear back from you in ten business days, we will close your support request and mark it as "Closed / No response from customer."

Resolution of Bug-Related Requests: We will keep your request open and follow up when a fix is available in a production release. We will also contact you if we post an experimental build that will help with your problem.

What We Need to Help You

CityView wants to be as responsive as possible to your support needs. To accomplish this goal, the CityView customer support staff relies on your knowledge, self-sufficiency, and thoroughness during the troubleshooting process. You reap the benefits from this effort — it allows CityView to focus on the more difficult problems and make the product more robust. It also helps control the amount CityView charges for support.

- **Knowledge:** You should be experienced in the installation, operation, and maintenance of the hardware, desktop, and network operating systems, and applications in your environment before you install CityView.

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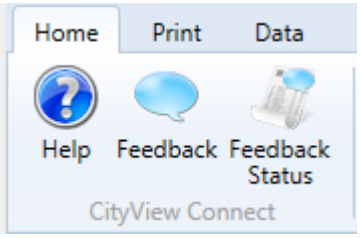
- **Self-sufficiency:** Please be as self-sufficient as possible when you encounter problems. You can do this by referring to technical documentation for your environment and by searching our CityView Connect Help site to determine if your issue is addressed before you submit it to our customer support staff.
- **Complete information:** As with any troubleshooting process, accurate and timely resolution depends on information. When you request support, please fill in all relevant fields in the request form, provide a detailed problem description, and attach any appropriate log files. Please note that using the CityView Connect Feedback mechanism within the product records most of this information automatically; therefore, it is the preferred way to submit a request to support because it guarantees we get this information with minimal effort from you. Unfortunately, when the request information is incomplete, it will take longer to resolve your issue.
- **Preparation:** If you call us for support, be prepared to provide the same level of information as is requested on the request submission form. You can help reduce the time to resolution by completing the online support request form and attaching files as directed. Then, simply provide us with the request number when you call. In addition, please have immediate access to the computer(s) on which CityView products are running.

How to Access Support

CityView offers several methods of accessing support described below. Please note that for Priority 1 (see Table 1) issues, customers are encouraged to submit their incident online and then follow up via CityView's toll-free phone number:

CityView Connect is the best way to receive support for our product. This feature is available from the Home tab of the ribbon in CityView Desktop as well as in many of our add-on products.



- **CityView Connect Feedback (preferred method)**
  If there is a feature you are having trouble using, or, if there is a feature you really like, please let our team know about it. Within CityView, use the Feedback button to let us know about your question or inquiry. If you have a feature request for our team, please use this method to let us know what you would like to see in the product. The information can also include screenshots and documents to help describe your feedback.

- **CityView Connect Help**

  The Help button will redirect your internet browser to our CityView Connect Help site (http://cityviewhelp.iharriscomputer.com/CityViewCMS). The site is available for customer self-service, and is comprised of a searchable content management system and downloadable updates, including links to our release notes and latest features.

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- **CityView Connect Feedback Status**

  Our CityView Connect Feedback Status link redirects to our Connect Feedback website (http://cityviewsupport.harriscomputer.com/connect). This site will allow users to log new support incidents and check the status of previously submitted incidents on a 24 x 7 basis. Please contact our support group by telephone or email if there are preferred individuals who should be able to review all site calls.

- **Telephone Support**

  Telephone technical support is available between the hours of 5:00 a.m. and 5:30 p.m. PST on regular business days. Customers can contact us toll-free at 1.866.988.8324. CityView technical support will respond to telephone inquiries using the Service Level Agreement provided in Table 1 below.

- **Email Support**

  Email support is available by reaching our support team at cityviewsupport@harriscomputer.com

Please note that any suggestions for enhancements to CityView that you submit will become the property of CityView. CityView may use this information for any CityView business purposes, without restriction, including for product support and development. CityView will not use information in a form that personally identifies you.

Limitations

CityView Support helps to identify and resolve issues with CityView's software. This Support begins as soon as the implementation project gets underway and may be provided by CityView Technical Support or R&D, depending on the circumstances. From time to time, an issue may manifest itself in CityView software but its true cause lies in a third–party product, or in the customer's infrastructure. CityView is happy to spend the time to investigate such issues and resolve them when they are within CityView. Should it be determined that the issue lies elsewhere, time may be billed at $175/hour (or the then-current Professional Services rate), plus a $300 administration fee, upon authorization by the customer.

The following are not covered by CityView's Standard Support Agreement, but may be available as separate services on a time and materials basis:

a) Services required due to misuse of CityView maintained software;

b) Services required due to software corrections, customizations, or modifications not developed by CityView;

c) Services required by the Customer to be performed by CityView outside of CityView's regular business hours;

d) Services required to resolve or work-around problems that cannot be reproduced in CityView's support environment;

e) Services which relate to tasks other than maintenance of the Customer's existing implementation and configuration of CityView, including but not limited to, enhancing or adapting CityView for specific operating environments;

f) Services requested by the Customer to implement software updates provided by CityView.

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Table 1. Service Level Agreement

Priority	Definition	Initial Response Time*	Commitment (CityView and Customer)	Examples
1 (High)	Operation/Service down or critically impacted. Business process impacted. No known workaround.	2 Hours	CityView and customer will commit necessary resources to fix problem or obtain a workaround.	• Users cannot login • Business process halted
2 (Medium)	Operation affected, but not down. Business process is not affected. Workaround may be available.	4 Hours	CityView and customer will commit resources during normal business hours to resolve issue or obtain workaround.	• Cannot print • Cannot process payments • Application response is exceptionally slow
3 (Normal)	Moderate to negligible impact. No impact to business.	24 Hours	CityView and customer will commit necessary resources during normal business hours to restore operation to satisfactory levels.	• Non critical feature not working • Feature works but requires user intervention
4 (Info.)	Request for information, documentation issues, and enhancement requests.	48 Hours	Request-dependent.	• Help file clarification • Form design not in production

* Response time targets are during business hours only.

Obtaining More Information

Information about our support programs may be obtained by contacting the CityView support team at 1.800.665.5647, or via email at cityviewsupport@harriscomputer.com.

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SCHEDULE F - Insurance Requirements

CityView shall procure and maintain, at all times and at its own expense, during the term of this Agreement or as otherwise specified below, the types of insurance(s) specified below.

A. Additional Insured

The City, its elected officials, officers, employees, agents, and authorized volunteers shall be named as Additional Insureds on CityView's policy of commercial general liability.

B. **Commercial General Liability**

CityView shall provide coverage on a Commercial General Liability Occurrence Coverage Form limits of $2,000,000.00 each occurrence and $4,000,000.00 annual aggregate. Limits may be achieved via a combination of primary and umbrella/excess insurance.

C. **Technology Errors & Omissions**

CityView shall maintain coverage on a Professional Liability Form (or equivalent) in the amount of $1,000,000 per claim with a $2,000,000 annual aggregate.

D. **Cyber Risk Liability**

Cyber Risk Liability is covered under Harris' Technology Errors and Omissions policy. Cyber Liability Insurance in the amount of $2,000,000 to the City in amounts and with policies, endorsements and conditions required by the City for the Services.

E. On-Site Services Requirements

All services are assumed to be remote. If CityView provides any onsite services during the term of this Project, CityView shall also provide proof of auto liability insurance coverage of at least $2,000,000 per occurrence, for bodily injury and property damage, and workers compensation coverage for employees, which meets all requirements of State law, with endorsements and conditions required by the City prior to onsite services being provided.

F. Miscellaneous

CityView shall supply City with the above proof of insurance, as required upon the signing of this Agreement. All insurance companies for each of the coverages set forth above must be rated A or better with a financial rating of VII or better in the most recent A.M. Best's Rating Guide.

SCHEDULE G - SOFTWARE LICENSE AND SUPPORT AGREEMENT DATED 13 JUNE 2001 (OLD AGREEMENT)

CONTRACTUAL SERVICES AGREEMENT

This Contractual Services Agreement (the "Agreement") made and entered into this _____ day of _____, 2024 between N. Harris Computer Corporation ("CityView" and "Vendor"), and the City of Ontario ("Licensee" and "City") is effective as of _____ (the "Effective Date").

RECITALS

A CityView and Licensee have entered into a Software License and Support Agreement on June 13, 2001 ("License Agreement")

B The City, as Licensee requires certain professional services to be provided for new Software Modules licensed under the License Agreement

C CityView shall provide such services pursuant to the terms of this Agreement

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, the City and CityView agree as follows:

1 DEFINITION

1.1 "Confidential Information" means the Software and all information or material that either party treats as confidential which is:

1.1.1 Marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking,

1.1.2 Known by the parties to be considered confidential or proprietary, or

1.1.3 Which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances.

1.2 Confidential Information does not include information to the extent that such information is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder;

1.2.1 Was previously known to the receiving party as evidenced by its written records;

1.2.2 Is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; or

1.2.3 Is independently developed by the receiving party without reference to or use of the other party's Confidential Information which such independent development can be establish by evidence that would be acceptable to a court of competent jurisdiction.

2 CONFIDENTIALITY OBLIGATIONS

2.1 Each of the parties agrees:

2.1.1 To maintain the Confidential Information of the other party in confidence and to take all reasonable steps, which shall be no less than those steps it takes to protect its own confidential and proprietary information, to protect the Confidential Information of the other party from unauthorized use, disclosure, copying or publication;

2.1.2 Not to use the Confidential Information of the other party other than in the course of exercising its rights or performing its obligations under this Agreement;

2.1.3 Not to disclose or release such Confidential Information except to the extent required by applicable law or during the course of or in connection with any litigation, arbitration or other proceeding based upon or in connection with the subject matter of this Agreement, provided that the receiving party shall first give reasonable notice to the disclosing party prior to such disclosure so that the disclosing party may obtain a protective order or equivalent and provided that the receiving party shall comply with any such protective order or equivalent;

2.1.4 Not to disclose or release such Confidential Information to any third person without the prior written consent of the disclosing party, except for authorized employees or agents of the receiving party who have a need to know such information for the purpose of performance under this Agreement and exercising its rights under this Agreement, and who are bound by confidentiality obligations at least as protective of the disclosing party's Confidential Information as this Agreement; and

2.1.5 To take such actions as may be reasonably necessary to enforce its agreements with its employees and agents, including commencing legal proceedings.

3 SERVICES

3.1 The Statement of Work below generally describes the requirements of both parties to implement the new Software Modules that are being licensed under the License and Support Agreement and which are more fully described in the Statement of Work. Previously licensed Software and Modules are not affected by this Agreement and the Statement of Work.

4 SCHEDULE OF WORK

4.1 Generally, CityView's implementation services bench is booked 90 – 120 days in advance. The City will be added to the schedule after the Agreement is executed.

5 DATA CONVERSION

5.1 In the event that data conversion is required, it is possible there will be anomalies in the data that cannot be reconciled. CityView will convert the data as it is in the database. However, if there is data that does not match the format of the field (i.e. alpha characters in a numeric field), or if there is inconsistent information, CityView either will not bring that data in or the inconsistencies will be converted as is. CityView will report any data anomalies found during the conversion process.

6 WARRANTY

6.1 Vendor's sole warranty in relation to the services are the services shall be provided in a professional and workmanlike manner, and that the Vendor shall diligently perform its duties under the Statement of Work.

6.2 The City shall diligently perform its duties under the Statement of Work.

6.3 **DISCLAIMER.** TO THE GREATEST EXTENT PERMITTED BY LAW, EXCEPT FOR THE LIMITED WARRANTY PROVIDED IN THIS SECTION, THE SERVICES ARE PROVIDED TO THE CITY "AS IS" AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HEREWITH.

6.4 CITYVIEW DISCLAIMS ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING THE SERVICES AND ANY MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HEREWITH, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABLE QUALITY, MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

6.5 CITYVIEW DOES NOT REPRESENT OR WARRANT THAT THE SERVICES SHALL MEET ANY OR ALL OF THE CITY'S PARTICULAR REQUIREMENTS. NO AGREEMENTS VARYING OR EXTENDING ANY EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT SHALL BE BINDING ON EITHER PARTY UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED SIGNING OFFICER OF CITYVIEW.

7 PAYMENT

7.1 The City shall pay Vendor the amounts as detailed in the Statement of Work at the times detailed therein or as otherwise invoiced by Vendor. The non-payment of any invoice will permit the Vendor to suspend all further services upon the provision of notice to the City. Any suspension shall automatically suspend any required time frames of delivery in the Statement of Work and the Vendor shall be permitted to update at its discretion new delivery dates. Any suspension of services shall be lifted once the City has paid all outstanding invoices or other required payments. The Vendor shall act in a commercially reasonable manner when the Vendor updates all delivery dates in the Statement of Work. This section shall survive the termination of this Agreement.

8 PRICING

8.1 The pricing in this agreement is provided in confidence and contains trade secrets and/or privileged or confidential commercial or financial information that would result in a competitive disadvantage if disclosed without prior permission by CityView ("Trade Secret"). A Trade Secret includes, but is not limited to, any formula, pattern, device, or compilation of information that is used in one's business, which gives him/her an opportunity to obtain an advantage over competitors who do not know or use it. Since it would harm CityView if any of our Trade Secrets were known to our competitors, it is CityView's policy that the Price Proposal not be disclosed to any party outside of the party addressed as the recipient of this agreement. As such, the Price Proposal shall be used or disclosed only for evaluation purposes, and for no other purpose whatsoever. Further, in the event a contract is awarded to CityView as a result of, or in connection with, the submission of this Proposal, City shall have the restricted right to disclose the entire contract dollar amount; however, this disclosure may not include itemized data herein to the extent provided in the resulting contract.

9 REMEDIES

9.1 The City and the Vendor recognize that circumstances may arise entitling the City to damages for breach or other fault on the part of the Vendor arising from this Agreement. The parties agree that in all such circumstances the City's remedies and the Vendor's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.

10 LIMITATION OF LIABILITY

10.1 TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, CITYVIEW, ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS' ENTIRE LIABILITY AND CITY'S EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES AND ANY OTHER PRODUCTS, MATERIALS SUPPLIED BY CITYVIEW IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORIES, SHALL NOT EXCEED IN THE AGGREGATE AN AMOUNT THAT IS EQUAL TO THE FEES PAID TO CITYVIEW BY CITY PURSUANT TO THE RELEVANT STATEMENT OF WORK.

10.2 IN NO EVENT SHALL CITYVIEW, ITS AFFILIATES AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO FOR LOST REVENUE OR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, FAILURE TO REALIZE EXPECTED SAVINGS, OR COST OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH LOSS OR DAMAGE OR SUCH LOSS OR DAMAGE IS FORSEEABLE AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

11 INTENT

11.1 The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this Agreement shall apply even in the event of default, negligence (in whole or in part), strict liability or breach of contract of the person released or whose liability is waived, disclaimed, limited, apportioned or fixed by such remedy provision, and shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates.

12 REMEDIES

12.1 Where remedies are expressly afforded by this Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the City for liabilities of the Vendor arising out of or in connection with this Agreement, notwithstanding any remedy otherwise available at law or in equity.

13 FORMAL COMPLETION STATEMENT.

13.1 No later than thirty days past go-live of the software solution, the Customer shall provide the Vendor with a written statement of completion certifying that the solution has been implemented successfully (the "Statement of Completion"). In case of a partial go-live this shall refer to the part of the solution that has gone live.

14 EXPIRATION

14.1 Unless extended as provided for herein, this Agreement shall naturally expire on receipt of the Statement of Completion from the City. The expiration of this Agreement under this term shall neither affect nor require the termination of the License and Support Agreement.

15 TERMINATION

15.1 Events of Default. Each of the following events shall constitute an "Event of Default":

15.1.1 The Vendor shall fail to observe, perform or comply with any material term of this Agreement which is to be observed, performed or complied with by the Vendor, if such failure continues fully uncured for thirty (30) calendar days after the City gives the Vendor written notice of the failure and the specific nature of such failure.

15.1.2 The Vendor is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Vendor's insolvency.

15.2 Termination Upon Event of Default.

15.2.1 In addition to any other available legal or equitable rights or remedies, upon an Event of Default by the Vendor, the City shall have the right to terminate this Agreement upon written notice to the Vendor.

16 TERMINATION BY VENDOR

16.1 Vendor may terminate this Agreement only upon the breach by the City of a material provision of this Agreement.

17 PAYMENT UPON TERMINATION

17.1 Upon a termination of this Agreement, the City shall pay to the Vendor the part of the Compensation which would otherwise be payable to the Vendor with respect to the Services which had been completed as of the date of termination, less the amount of all previous payments with respect to the Compensation.

18 SURVIVAL

18.1 Sections 1, 2, 7, 8, 9, 10, 11, 12, 17 & 19 shall survive the termination of this Agreement. Any reference to the termination of this Agreement is deemed to also include the expiration of this Agreement.
Counterparts

18.2 This Agreement may be executed in counterparts (whether by facsimile or PDF signature or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

19 GOVERNING LAW

19.1 The validity and interpretation of this Agreement and each clause and part thereof shall be governed by the law of the Province of British Columbia without reference to principles of conflict of laws. This section shall survive the termination of this agreement.

20 ENTIRE AGREEMENT

20.1 This Agreement contains all the terms and conditions agreed on by the parties hereto with regard to the matters dealt with herein, and no understandings or agreements, verbal or otherwise, exist between the parties except as herein expressly set out. The License and Support Agreement is a completely separate agreement and does not form part of this Agreement.

21 ASSIGNMENT

21.1 Neither party may assign any of its rights or duties under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld, except that either party may assign to an affiliate of such party or to successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status.

22 SUCCESSORS AND ASSIGNS

22.1 This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

23 SEVERABILITY

23.1 If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

24 WAIVER

24.1 No waiver of any default shall constitute a waiver of any other breach or default, whether of the same or any other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by other parties shall give the other any contractual right by custom, estoppel, or otherwise.

25 ALLOCATION OF RISK

25.1 City acknowledges that the limited warranties, disclaimers and limitations of liability contained in this Agreement are fundamental elements of the basis of bargain between City and CityView and set forth an allocation of risk reflected in the fees and payments due hereunder.

IN WITNESS WHEREOF, Licensee and CityView have executed this Contract as evidenced by dual signature below.

ACCEPTED	ACCEPTED
CityView Authorized Signature:	Customer Authorized Signature:
Print name: Susan McCormick	Print name:
Title: Executive Vice President	Title:
Date:	Date:

CityView HARRIS

QUOTATION – Move to Graphical Workflows

DESCRIPTION			
Request Date:	May 15, 2024	**Valid Until:**	August 31, 2024
Client / Project:	City of Ontario, CA		
Requestor:	Doug Sorel	**Created By**	Lewis Gouge

Description of the Requested License/Services:

The City of Ontario, CA would like to migrate their current workflows for Code Enforcement and Rental Housing to graphical workflows using CityView Select best practices workflows as a basis for efficiency and process improvement. This quotation covers the services to re-implement the City's workflows with CityView Select workflows plus three (3) custom workflows or equivalently effort intensive changes to the Select workflows (36-hours).

See Exhibit 1 – Statement of Work for details:

All Services are assumed to be remote. Should travel be required expenses will be invoiced as incurred and payable on a cost recovery basis. To include: costs of economy flights, rental car, hotel, other direct expenses, a per diem meal (no receipts provided) rate of $65/day week days and $110/day for weekend days and a travel time rate of $100/h. Due net 30 days.

List of attached documents: Statement of Work

- Terms and Conditions

Cost: $56,745			
Total Estimated Cost:	$56,745	**Planned Delivery Date:**	TBD
Payment Terms:	As per the attached Terms and Conditions		

QUOTATION APPROVAL

	Print Name	Signature	Date
Client Executive:			
CityView Executive:	Susan McCormick		

CityView® HARRIS

Terms and Conditions

1 PAYMENT TERMS

Implementation Services	Deliverables	Costs	Payment Terms
Project Management	Ongoing project facilitation, billing, issues resolution, escalation, resource allocation, scheduling, budget management, change orders etc.	$ 9,750	Invoiced on execution of this quotation and due net 30 days
Online Process Mapping and Configuration	CityView Select process mapping with online workbooks and other digital materials, including up to 3 Subject Matter Experts (SMEs) per session. Configuration based on completed Scope Document. Deliverable is CityView-hosted development environment ready for review & validation & configuration refinement.	$ 24,555	50% invoiced on commencement of the process mapping sessions, due net 30 days; and, 50% invoiced on delivery of Scope Document, due net 30 days
Validation and Refinements	Gather validation feedback. Identify in-scope vs. out of scope feedback. Resolve in-scope refinements arising out of the validation. **Written acceptance by client is required.**	$ 14,920	On completion of 1st Validation and Review session, due net 30 days
Quality Assurance and Environment Management	Installation of configured system into onsite environments (production and test). Setup and management of the remote development environment through the life of the project.	$ 7,520	Invoiced on delivery into Production, due net 30 days
Total Implementation Services		$ 56,745	

2 PROJECT ACCEPTANCE

2.1 After delivery of the configuration changes to the City's Test environment, the City will undertake acceptance testing using self-generated testing scenarios. Should the testing identify any defects, CityView will provide in-scope fixes at no additional charge in parallel to, or immediately subsequent to, the acceptance testing.

2.2 After all fixes deemed essential for go-live are provided and retested, the code will be frozen and CityView will prepare to deploy the changes to the production environment. The City will be asked to formally accept the delivered solution for Go-live. Following go-live the CityView project team will work with the City to record any known issues. The project team is responsible for the resolution of these known issues. 30 days after Go Live CityView will request a formal letter of acceptance that substantiates the product has been delivered and is being used successfully in a live, production environment.

2.3 During the first 4 weeks after go-live, the project team will begin to familiarize and transition the project to the Technical Support group. At the end of 4 weeks, the City will continue with support through the Technical Support group.

3 CHANGE ORDER MANAGEMENT

3.1 To ensure timely and effective delivery of the project, the scope will be tightly managed. Project change control procedures will be reviewed with the team at the beginning of the project to ensure that they are clearly understood. This review helps establish a common understanding of the need for project change control and the mechanics for implementing any changes to the scope of the project. Any alterations to the project scope, budget, or schedule will be documented and authorized via the Change Control process.

3.2 A Change Control refers to any modification and/or new development deviating from the baseline established in the Statement of Work and Scope Document. It includes changes to the software, database, training, consulting services, or related processes. Each modification (or group of modifications) to the Contract, Statement of Work, or Scope Document must be documented and approved by a Change Control Form. All potential changes are compared against the project baseline in terms of functionality, schedule, cost, upgrade capability, maintainability and resources. Change Control requests can be raised by any member of the CityView or the City Project Teams.

3.3 The following steps will be followed with any changes to the baseline system:

3.3.1 The change control process will begin with a team member identifying a function or design alternative not already identified as part of the baseline system or a function that is part of the baseline but because of design issues may impact cost, schedule, or resources.

3.3.2 The person requesting the change will complete a Change Control Form and forward it to the appropriate Project Manager to determine cost, resources, and schedule impact, and the PM will forward the request on to their counter-part. Once these are determined, approval by the CityView Project Manager and the City's Project Manager is required.

3.3.3 Once approved (or denied), the change request is entered into the change control log and is placed on the agenda of the next Joint PM meeting.

4 ISSUES AND PROBLEM RESOLUTION

4.1 An issue refers to any matter that requires someone to make a decision, and about which no agreement has been reached or can be routinely reached. Typically, issues impede project progress until they are resolved. Change Control items may become issues if they're not dealt with quickly, but Change Control items are specific to the process of authorizing design changes that impact scope, schedule or budget whereas issues can be related to anything about the project that needs to be decided.

4.2 The CityView Project Manager will maintain an issue log and will assign responsibility for the resolution of project issues and reports progress to City Project Manager and the CityView Project Team. Any Project Manager or team member can submit an issue for logging and resolution. Most project issues are expected to be resolved within the overall Project Team. If the issues are not resolved to the satisfaction of the Project Team, they may need to be escalated to the appropriate level.

4.3 Typical project situations requiring escalation include conflicting resource demands threatening project staffing, group dependencies not being met, scope disagreements and issues with functionality of the project's deliverables nearing release time.

4.4 Escalation Process:

4.4.1 CityView escalation levels in the order listed below:

- Project Manager

- Manager, Client Services
- VP, Professional Services

4.4.2 City escalation levels in the order listed below:

- Project Manager
- Director of IT
- City Manager

Exhibit 1

Statement of Work

Through this Statement of Work, the City of Ontario, CA will migrate their live CityView system from the current scripted workflows to the latest CityView visual workflow environment. This Statement of Work covers the services to migrate to Select workflows including three (3) custom workflows or equivalent changes to the standard workflows in a single phase, including CityView Code Enforcement and Rental Housing.

The following services will be provided pertaining to the migration to CityView Workspace.

- Project management of 50 hours
- 30 hours of Remote Process Mapping to be divided between Code Enforcement and Rental Housing. Sessions should be conducted with a maximum of 3 subject matter experts from each department who will then be responsible for testing their respective areas of the software. The deliverable of this phase will be a Scope Document.
- Configuration of 3 custom workflows or equivalently effort intensive modifications to the CityView Select workflows.
- It is assumed the City is already happy with their existing letter templates. There are no hours included in this project for reconfiguring letter templates. Should the existing letters not fit into the new workflow (or should there be missing letters once the new workflow is created), the City will be responsible for creating those letter templates.
- It is assumed that the City is already happy with their existing lookup values and fees (e.g. Case Types, Fee Types, Violations, Correction). The City will not be getting all of the CityView Select lookup values and other non-workflow elements. This project is predominantly focused on workflows; it is not a complete reconfiguration.
- 12 hours of validation training to prepare the users to test the new workflows.
- Laserfiche integration services. The City already licenses the required CityView-Supported EDMS Extension (Laserfiche). The integration services need to be completed.
- The City's SMEs will undertake validation testing of the revised workflows to ensure the workflows are configured as per the signed off Scope Document. City will use CityView's Feedback system to log an issues.
- Once testing and refinements are complete, a single go live will be conducted. Code Enforcement and Rental Housing will go live on the revised workflows at the same time. This project will not be phased.
- No end user training included in this proposal as the City is live on CityView Workspace currently.

Exclusions & Assumptions:

No modifications to existing configuration are included in this quotation unless explicitly mentioned in this Statement of Work. This includes changes to existing reports or interfaces/integrations. Where existing scheduled processes trigger workflow, those updates will be made to reflect the workflow changes. Likewise existing letter templates will be linked into new workflow steps wherever it makes sense.

CityView is not responsible for providing or configuring hardware, virtual servers O/S settings, or IIS settings.

CityView Workspace requires an SSL certificate to be installed with Internet Information Services. When SSL is utilized, any other connected service such as ArcGIS map services, and SSRS reports will also need to use SSL. CityView now supports Esri secured map services.

Project Management and Environment Management costs account for a single-phased project.

Prices are exclusive of taxes.

All prices are in US dollars.

CITY OF ONTARIO *Agenda Report* **July 16, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Community Improvement Prepared By: Douglas J Sorel Staff Member Presenting: Scott Murphy, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 11

SUBJECT: A RESOLUTION FOR PLACEMENT OF SPECIAL ASSESSMENTS ON THE SAN BERNARDINO COUNTY TAX ROLLS

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

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner
Focus Resources in Ontario's Commercial and Residential Neighborhoods

FISCAL IMPACT: The levy of special assessments will result in the recovery of $352,145.63 in costs that the City has expended for inspection or abatement of property violations, as well as the collection of $323,000.00 associated with civil penalties and/or fines for continued violations, for a total of $675,145.63 related to 756 parcels. When received, these reimbursements will be deposited into the General Fund. The special assessment revenue is included in the Fiscal Year 2024-25 Adopted Budget.

BACKGROUND & ANALYSIS: As a result of Community Improvement activities, the costs for abatement of property and dangerous building violations are included in the Fiscal Year 2024-25 Adopted Budget. Additionally, the City has established administrative citations and fines for property maintenance violations and fees and penalties associated with the Systematic Health and Safety Inspection Program, Abandoned and Distressed Property Program, and Weed and Refuse Abatement Program. These costs, fines, fees, and penalties are recovered through placement of special tax assessments upon the properties. The placement of special assessments and collection of revenue is done under Ordinance 3046, Property Appearance (Title 5, Chapter 22 of the Ontario Municipal Code); Chapter 9 of the Uniform Code for the Abatement of Dangerous Buildings; and Ordinance 2920 for civil penalties for continued violations of the Ontario Municipal Code and fines associated with administrative citations (Title 1, Chapters 2 and 5 of the Ontario Municipal Code). The City and County currently have a contractual agreement regarding the implementation of special assessments; however, a Resolution authorizing the placement of the specific assessments is required. During this assessment cycle, the Community Improvement Department has billed

property owners for: the abatement of violations; the issuance of fines associated with administrative citation; the issuance of fees and penalties associated with the Systematic Health and Safety Inspection Program; the issuance of registration fees and civil penalties associated with the Abandoned and Distressed Property Program; the issuance of notice and re-inspection fees; and, civil penalties for the Weed and Refuse Abatement Program on 4,633 parcels. Of these, there are remaining amounts due on 756 parcels.

Attached are itemized accounts of: 1) costs associated with inspection or abatement as shown in Exhibit A of the Resolution; 2) civil penalties and/or fines for continued violations as shown in Exhibit B of the Resolution; and 3) total amounts per parcel as shown in Exhibit C of the Resolution. The expenditure list, including all corrections, adjustments, and payments received prior to August 8, 2024, will be submitted to the County prior to the August 10, 2024, deadline for its 2024-2025 tax rolls. All affected property owners were given notice of the imposition of special assessments via certified mail as provided in Ontario Municipal Code Section 1-4.05(a) and have either not requested an appeal or have exhausted the appellate procedure in Ontario Municipal Code Section 1-4.05(b).

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADOPTING A REPORT REQUESTING THE PLACEMENT OF SPECIAL ASSESSMENTS ON PROPERTY TAX BILLS FOR CIVIL PENALTIES OR RECOVERY OF COSTS INCURRED FOR ABATEMENT OF VIOLATIONS OF CITY CODES AND ORDINANCES.

WHEREAS, Ordinance No. 3046, Property Appearance (Title 5, Chapter 22, of the Ontario Municipal Code) and Chapter 9 of the Uniform Code for the Abatement of Dangerous Buildings provide for the abatement of property nuisances by repair, rehabilitation, demolition or removal; and

WHEREAS, under Resolution 94-112, Resolution ORA-499, and the Cooperation and Reimbursement Agreement entered into on the 15th day of November, 1994, by the City of Ontario and the Ontario Redevelopment Agency, the Ontario Redevelopment Agency made a one-time advance to the City of One Hundred Fifty Thousand Dollars ($150,000) to repair or abate dangerous buildings and properties throughout the City; and

WHEREAS, under a first amendment to the Cooperation and Reimbursement Agreement entered into on the 16th day of July 1996, by the City of Ontario and the Ontario Redevelopment Agency, the Ontario Redevelopment Agency made an additional advance to the City of One Hundred Thousand Dollars ($100,000) to continue to repair or abate dangerous buildings and properties throughout the City; and

WHEREAS, under Resolution 94-113, Resolution ORA-500, and the Cooperation and Reimbursement Agreement entered into on the 15th day of November 1994, by the City of Ontario and the Ontario Redevelopment Agency, the Ontario Redevelopment Agency made a one-time advance to the City of Thirty Thousand Dollars ($30,000) to repair or abate dangerous buildings and properties in the 6th and Grove area; and

WHEREAS, under Resolution 94-12, Resolution ORA-464, and the Cooperation and Reimbursement Agreement entered into on the 22nd day of February 1994, by the City of Ontario and the Ontario Redevelopment Agency, the Ontario Redevelopment Agency made a one-time advance to the City of One Hundred Fifty Thousand Dollars ($150,000) to repair or demolish dangerous buildings throughout the City; and

WHEREAS, Ordinance No. 2894, Systematic Health and Safety Inspection Program (Title 8, Chapter 17, of the Ontario Municipal Code), provides for the collection of unpaid service fees, plus any penalties and accrued interest by Special Assessment; and

WHEREAS, Ordinance No. 2920, provides for the assessment of civil penalties for continued violations of the Ontario Municipal Code (Title 1, Chapter 2 of the Ontario Municipal Code), and for fines associated with administrative citations to be collected by Special Assessment (Title 1, Chapter 5 of the Ontario Municipal Code), and establishes a uniform procedure before imposing such Special Assessments (Title 1, Chapter 4 of the

Ontario Municipal Code); and

WHEREAS, the above said ordinances, resolutions and agreements provide for recovery of costs incurred in the abatement of violations by means of a Special Assessment placed on the tax rolls; and

WHEREAS, the City has incurred costs involved in the abatement of violations under the Ontario Municipal Code and Uniform Code for the Abatement of Dangerous Buildings, issuing Notices of Violation, and administering the Systematic Health and Safety Program and wishes to recover said costs; and

WHEREAS, the owners of all parcels listed in Exhibit A, B, and C were given notice of imposition of such Special Assessment as provided in Ontario Municipal Code Section 1-4.05(a), and either have not requested an appeal, or have exhausted the appellate procedure provided in Ontario Municipal Code Section 1-4.05(b); and

WHEREAS, the City has an executed contract with the San Bernardino County Board of Supervisors for collection of said assessments;

NOW, THEREFORE, BE IT RESOLVED that the City Council:

1. Confirmed the costs associated with inspection or abatement on the properties as set forth in the report in Exhibit A; and

2. Confirmed the civil penalties and/or fines for continued violations on the properties as set forth in the report in Exhibit B; and

3. Confirmed that Exhibit C contains the total amount assessed for both confirmed costs and confirmed civil penalties and/or fines for each of the properties; and

4. Found and determined that the report, and Exhibits contained therein are true and accurate; and

5. Adopts the above said report and finds that the costs of inspection or abatement on the properties listed are the costs set forth in Exhibit A, the civil penalties and/or fines for continued violations are the penalties and/or fines as set forth in Exhibit B, and the same are hereby charged and placed as special assessments upon the respective properties; and

6. Directs Exhibit C shall be sent to the Auditor-Controller of San Bernardino County and shall be collected on the County tax roll.

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

PASSED, APPROVED, AND ADOPTED this 16th day of July, 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

City of Ontario
Community Improvement Department
2024/2025 Tax Roll Year Special Assessments
Exhibit A - Costs Associated with Inspection or Abatement

Parcel Number	Address	Amount Due
0108-301-14	1310 N GROVE AV, Ontario, CA 91764	138.00
0108-362-03	1488 E OLIVE ST, Ontario, CA 91764	138.00
0108-401-42	1331 E SEVENTH ST, Ontario, CA 91764	92.00
0108-412-18	1722 N DEL NORTE AV, Ontario, CA 91764	18,904.81
0108-413-07	1432 E HIGHLAND CT, Ontario, CA 91764	138.00
0108-443-04	1356 E LA DENEY DR, Ontario, CA 91764	138.00
0108-481-05	1668 E EIGHTH ST, Ontario, CA 91764	138.00
0108-501-29	1211 N EL DORADO AV, Ontario, CA 91764	1,656.00
0108-524-08	1343 N LAKE AV, Ontario, CA 91764	138.00
0108-533-28	1662 E BONNIE BRAE CT, Ontario, CA 91764	138.00
0108-534-05	1709 E BONNIE BRAE CT, Ontario, CA 91764	46.00
0108-534-10	1679 E BONNIE BRAE CT, Ontario, CA 91764	91.00
0108-543-04	1223 N MANDALAY ST, Ontario, CA 91764	138.00
0108-573-04	1735 N CORONA AV, Ontario, CA 91764	107.00
0108-573-19	1750 N MADERA AV, Ontario, CA 91764	138.00
0108-601-69	1503 N LASSEN AV, Ontario, CA 91764	347.00
0108-622-33	1830 N SACRAMENTO AV, Ontario, CA 91764	138.00
0110-013-27	512 N GROVE AV, Ontario, CA 91764	140.00
0110-013-50	1235 E D ST, Unit:1, Ontario, CA 91764	92.00
0110-013-58	1235 E D ST, Unit:9, Ontario, CA 91764	138.00
0110-013-64	1235 E D ST, Unit:15, Ontario, CA 91764	138.00
0110-013-65	1235 E D ST, Unit:16, Ontario, CA 91764	138.00
0110-013-67	1235 E D ST, Unit:18, Ontario, CA 91764	138.00
0110-022-27	1826 E ELMA ST, Ontario, CA 91761	91.00
0110-042-11	1412 E ELMA CT, Unit:A, Ontario, CA 91761	184.00
0110-042-16	1411 E ELMA CT, Unit:A, Ontario, CA 91761	552.00
0110-042-32	1437 E ELMA CT, Unit:A, Ontario, CA 91761	368.00
0110-042-37	1438 E ELMA CT, Unit:A, Ontario, CA 91761	552.00
0110-051-17	1259 E NOCTA ST, Ontario, CA 91761	276.00
0110-051-18	1253 E NOCTA ST, Ontario, CA 91761	276.00
0110-051-48	1210 E D ST, Ontario, CA 91761	92.00
0110-051-50	1222 E D ST, Ontario, CA 91761	92.00
0110-061-18	1329 E HOLT BL, Ontario, CA 91761	322.00
0110-071-06	1381 E HOLT BL, Ontario, CA 91761	140.00
0110-071-07	1381 E HOLT BL, Ontario, CA 91761	8,405.29
0110-072-13	1412 E NOCTA ST, Ontario, CA 91761	552.00
0110-144-60	1639 E G ST, Unit:101, Ontario, CA 91764	15,180.00
0110-153-10	756 N AMADOR AV, Ontario, CA 91764	138.00
0110-161-19	903 N CALAVERAS AV, Ontario, CA 91764	1,336.52
0110-202-41	905 N GLENN AV, Ontario, CA 91764	92.00
0110-241-57	1752 E G ST, Ontario, CA 91764	140.00
0110-254-18	416 N IMPERIAL AV, Unit:A	138.00
0110-254-19	416 N IMPERIAL AV, Unit:F, Ontario, CA 91764	138.00
0110-254-63	436 N IMPERIAL AV, Unit:B, Ontario, CA 91764	138.00

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Parcel Number	Address	Amount Due
0110-261-14	425 N VINEYARD AV, Ontario, CA 91764	298.00
0110-261-74	1741 E D ST, Ontario, CA 91764	138.00
0110-272-16	1346 E EL MORADO CT, Ontario, CA 91764	138.00
0110-281-11	623 N CALAVERAS AV, Building:A, Ontario, CA 91764	138.00
0110-281-15	1231 E FLORA ST, Ontario, CA 91764	138.00
0110-293-12	642 N GLENN CT, Ontario, CA 91764	138.00
0110-301-18	1221 N VINEYARD AV, Unit:1, Ontario, CA 91764	6,624.00
0110-301-19	1215 N VINEYARD AV, Ontario, CA 91764	8,280.00
0110-301-19	1221 N VINEYARD AV, Unit:100, Ontario, CA 91764	8,280.00
0110-332-01	1802 E FOURTH ST, Unit:A, Ontario, CA 91764	552.00
0110-332-02	1808 E FOURTH ST, Unit:A, Ontario, CA 91764	552.00
0110-332-03	1814 E FOURTH ST, Unit:A, Ontario, CA 91764	414.00
0110-332-19	1045 N SACRAMENTO AV, Unit:A, Ontario, CA 91764	552.00
0110-334-01	1015 N VINEYARD AV, Unit:A, Ontario, CA 91764	552.00
0110-334-07	1018 N SACRAMENTO AV, Unit:A, Ontario, CA 91764	552.00
0110-334-10	1038 N SACRAMENTO AV, Unit:A, Ontario, CA 91764	552.00
0110-334-11	1044 N SACRAMENTO AV, Unit:A, Ontario, CA 91764	552.00
0110-343-04	1778 E FOURTH ST, Ontario, CA 91764	552.00
0110-351-05	1758 E GRANADA CT, Ontario, CA 91764	138.00
0110-362-06	1853 E JAY ST, Ontario, CA 91764	138.00
0110-365-02	935 N SACRAMENTO AV, Ontario, CA 91764	138.00
0110-374-15	851 N VINEYARD AV, Ontario, CA 91764	552.00
0110-374-17	839 N VINEYARD AV, Ontario, CA 91764	552.00
0110-411-64	1722 E G ST, Unit:B, Ontario, CA 91764	92.00
0110-412-11	1636 E FLORA ST, Ontario, CA 91764	92.00
0110-423-08	927 N HUMBOLDT AV, Ontario, CA 91764	92.00
0110-431-10	750 N ARCHIBALD AV, Building:1, Unit:E, Ontario, CA 91764	1,400.22
0110-482-18	1874 E FIFTH ST, Ontario, CA 91764	184.00
0110-501-09	1321 N VINEYARD AV, Ontario, CA 91764	138.00
0113-286-10	2336 S VINEYARD AV, Building:8, Ontario, CA 91761	91.00
0113-361-54	1401 S GROVE AV, Ontario, CA 91761	288.00
0113-415-36	1535 S BAKER AV, Building:1, Ontario, CA 91761	91.00
0113-534-20	2024 E BANYAN ST, Ontario, CA 91761	138.00
0113-541-24	1939 E BROOKSIDE DR, Ontario, CA 91761	138.00
0113-541-38	2708 S INVERNESS CT, Ontario, CA 91761	46.00
0209-381-48	2121 E CAROLINE DR, Ontario, CA 91764	46.00
0209-421-79	1850 N VINEYARD AV, Unit:E, Ontario, CA 91764	138.00
0209-422-53	1814 N VINEYARD AV, Unit:G, Ontario, CA 91764	138.00
0209-424-35	1818 N SOLANO AV, Ontario, CA 91764	138.00
0210-182-58	0 N HAVEN AV, Ontario, CA 91764	140.00
0210-182-60	0 N HAVEN AV, Ontario, CA 91764	140.00
0210-182-61	0 N HAVEN AV, Ontario, CA 91764	140.00
0210-192-25	0 E GUASTI RD, Ontario, CA 91761	140.00
0210-193-14	3480 SHELBY ST E	140.00

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Parcel Number	Address	Amount Due
0210-204-04	3519 E CONCOURS ST, Ontario, CA 91764	288.00
0210-204-07	0 E CONCOURS ST, Ontario, CA 91764	288.00
0210-204-37	0 E FOURTH ST, Ontario, CA 91764	140.00
0210-211-43	735 N MILLIKEN AV, Unit:A, Ontario, CA 91764	91.00
0210-212-60	0 E GUASTI RD, Ontario, CA 91761	140.00
0210-291-21	1735 E LA DENEY DR, Ontario, CA 91764	138.00
0210-292-36	1643 E HAWTHORNE ST, Ontario, CA 91764	92.00
0210-301-29	1421 N BALBOA AV, Ontario, CA 91764	138.00
0210-301-38	1444 N BARRANCA AV, Ontario, CA 91764	138.00
0210-321-60	1302 N BALBOA AV, Ontario, CA 91764	187.00
0210-351-27	1938 E FIFTH ST, Ontario, CA 91764	138.00
0210-351-32	1948 E FIFTH ST, Ontario, CA 91764	138.00
0210-354-02	2035 E YALE ST, Ontario, CA 91764	138.00
0210-354-06	2043 E YALE ST, Ontario, CA 91764	138.00
0210-354-27	2024 E FIFTH ST, Ontario, CA 91764	138.00
0210-401-01	1015 N ARCHIBALD AV, Unit:A, Ontario, CA 91764	4,830.00
0210-401-02	1017 N ARCHIBALD AV, Unit:A, Ontario, CA 91764	6,624.00
0210-401-05	1001 N ARCHIBALD AV, Unit:A, Ontario, CA 91764	5,796.00
0210-411-11	3240 E TRIUMPH LN, Unit:1, Ontario, CA 91764	552.00
0210-411-14	3251 E TRIUMPH LN, Unit:1, Ontario, CA 91764	552.00
0210-411-15	3241 E TRIUMPH LN, Unit:1, Ontario, CA 91764	552.00
0210-411-28	721 N CORVETTE DR, Unit:1, Ontario, CA 91764	552.00
0210-411-29	713 N CORVETTE DR, Unit:1, Ontario, CA 91764	552.00
0210-411-33	3152 E TRIUMPH LN, Unit:1, Ontario, CA 91764	184.00
0210-411-41	730 N TURNER AV, Unit:1, Ontario, CA 91764	552.00
0210-411-42	740 N TURNER AV, Unit:1, Ontario, CA 91764	552.00
0210-411-44	820 N TURNER AV, Unit:1, Ontario, CA 91764	552.00
0210-421-02	3107 E JAGUAR WY, Ontario, CA 91764	184.00
0210-421-35	904 N TURNER AV, Building:3, Unit:18, Ontario, CA 91764	138.00
0210-431-34	l018 N TURNER AV, Building:22, Unit:126, Ontario, CA 9176	138.00
0210-431-77	l054 N TURNER AV, Building:29, Unit:167, Ontario, CA 9176	138.00
0210-432-02	l048 N TURNER AV, Building:33, Unit:188, Ontario, CA 9176	138.00
0210-433-09	l002 N TURNER AV, Building:47, Unit:279, Ontario, CA 9176	138.00
0210-433-31	l012 N TURNER AV, Building:42, Unit:246, Ontario, CA 9176	138.00
0210-531-03	950 N DUESENBERG DR, Ontario, CA 91764	62,560.00
0210-651-18	2985 E VIA CORVINA, Ontario, CA 91764	138.00
0211-222-43	401 S DOUBLEDAY AV, Ontario, CA 91761	91.00
0216-013-39	2362 S AUGUSTA PL, Ontario, CA 91761	138.00
0216-172-04	0 S COMET AV, Ontario, CA 91761	140.00
0216-174-16	8815 E RIVERSIDE DR, Ontario, CA 91761	138.00
0216-283-06	2833 S AUGUSTA AV, Ontario, CA 91761	138.00
0216-313-09	0 S WALKER AV, Ontario, CA 91761	140.00
0216-314-01	0 E EDISON AV, Ontario, CA 91761	140.00
0216-331-03	2643 S WALKER AV, Ontario, CA 91761	138.00

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Parcel Number	Address	Amount Due
0216-351-55	2419 S MILDRED PL, Ontario, CA 91761	138.00
0216-361-31	2402 S IMPERIAL PL, Ontario, CA 91761	138.00
0216-361-67	1483 E FAIRFIELD CT, Ontario, CA 91761	138.00
0216-391-11	1462 E TAM O'SHANTER ST, Ontario, CA 91761	91.00
0216-391-34	1473 E BERMUDA DUNES ST, Ontario, CA 91761	138.00
0216-391-66	1466 E BERMUDA DUNES ST, Ontario, CA 91761	710.62
0216-401-22	1720 E OAK HILL CT, Ontario, CA 91761	138.00
0216-411-26	1713 E FAIRFIELD CT, Unit:1, Ontario, CA 91761	368.00
0216-411-28	1701 E FAIRFIELD CT, Unit:1, Ontario, CA 91761	414.00
0216-421-54	1649 E FAIRFIELD ST, Unit:1, Ontario, CA 91761	552.00
0216-421-72	1501 E FAIRFIELD ST, Unit:1, Ontario, CA 91761	552.00
0216-431-04	1520 E BANYAN ST, Ontario, CA 91761	92.00
0216-431-23	1544 E CHERRY HILL ST, Ontario, CA 91761	138.00
0216-431-36	2525 S CASTLE HARBOUR AV, Ontario, CA 91761	138.00
0216-461-06	1218 E DORAL CT, Ontario, CA 91761	138.00
0216-481-08	1401 E DEERFIELD ST, Ontario, CA 91761	92.00
0216-491-29	1438 E COTTONWOOD ST, Ontario, CA 91761	46.00
0216-491-66	1450 E MERION CT, Ontario, CA 91761	138.00
0218-101-04	0 E RIVERSIDE DR, Ontario, CA 91761	140.00
0218-101-05	0 E RIVERSIDE DR, Ontario, CA 91761	140.00
0218-101-06	0 E RIVERSIDE DR, Ontario, CA 91761	140.00
0218-111-04	0 S ONTARIO AV, Ontario, CA 91761	847.00
0218-111-45	13213 S ONTARIO AV, Ontario, CA 91761	276.00
0218-111-56	9510 E CHINO AV, Ontario, CA 91761	138.00
0218-151-37	13888 S HAVEN AV, Ontario, CA 91761	140.00
0218-161-10	0 S HAVEN AV, Ontario, CA 91761	140.00
0218-202-03	3071 E SILVER SKY DR, Building:, Unit:, Ontario, CA 91762	1,264.40
0218-312-06	11091 E EDISON AV, Ontario, CA 91762	140.00
0218-751-54	2909 E BLACK HORSE DR, Ontario, CA 91761	138.00
0218-761-81	3652 S BURNING TREE DR, Ontario, CA 91761	138.00
0218-791-02	3708 S WRANGLER PL, Ontario, CA 91761	138.00
0218-791-60	2820 E BIG RANGE RD, Ontario, CA 91761	138.00
0218-862-34	3102 S ROCKY LN, Ontario, CA 91761	138.00
0218-881-35	3238 S CENTURION PL, Ontario, CA 91761	517.31
0218-911-01	2943 E THOROUGHBRED ST, Ontario, CA 91761	886.79
0238-152-02	0 E SCE EASEMENT, Ontario, CA 91761	140.00
0238-152-25	2060 S WINEVILLE AV, Building:1, Unit:A, Ontario, CA 91761	327.00
0238-221-14	950 S WANAMAKER AV, Ontario, CA 91761	1,129.40
1008-411-03	1422 W ARMSLEY SQ, Ontario, CA 91762	138.00
1008-422-27	1516 W HAWTHORNE ST, Ontario, CA 91762	138.00
1008-431-23	1133 W SIXTH ST, Ontario, CA 91762	127.00
1008-503-04	947 W YALE ST, Ontario, CA 91762	138.00
1008-511-04	951 W PRINCETON ST, Ontario, CA 91762	138.00
1008-552-04	1324 W HARVARD PL, Ontario, CA 91762	138.00

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Parcel Number	Address	Amount Due
1008-712-02	1307 N ELDERBERRY AV, Ontario, CA 91762	138.00
1008-712-52	1403 N ELDERBERRY AV, Ontario, CA 91762	138.00
1010-093-09	1521 W J ST, Ontario, CA 91762	138.00
1010-093-12	1503 W J ST, Ontario, CA 91762	138.00
1010-095-11	957 N JASMINE AV, Ontario, CA 91762	138.00
1010-113-20	960 N OAKS AV, Ontario, CA 91762	138.00
1010-114-06	929 N FUCHSIA AV, Ontario, CA 91762	138.00
1010-131-12	1248 W J ST, Ontario, CA 91762	552.00
1010-131-24	1217 W ROSEWOOD CT, Ontario, CA 91762	414.00
1010-131-44	1227 W FOURTH ST, Ontario, CA 91762	552.00
1010-131-45	1221 W FOURTH ST, Ontario, CA 91762	552.00
1010-154-21	956 W I ST, Ontario, CA 91762	138.00
1010-174-05	839 W EL MORADO CT, Ontario, CA 91762	138.00
1010-174-19	846 W G ST, Ontario, CA 91762	138.00
1010-181-01	969 W H ST, Ontario, CA 91762	138.00
1010-182-04	737 N PALMETTO AV, Ontario, CA 91762	552.00
1010-182-07	1029 W EL MORADO CT, Ontario, CA 91762	690.00
1010-182-08	1023 W EL MORADO CT, Ontario, CA 91762	368.00
1010-182-25	932 W G ST, Ontario, CA 91762	138.00
1010-191-17	817 N PALMETTO AV, Ontario, CA 91762	828.00
1010-191-18	813 N PALMETTO AV, Ontario, CA 91762	828.00
1010-191-20	1048 W H ST, Ontario, CA 91762	288.00
1010-191-30	1025 W I ST, Ontario, CA 91762	953.01
1010-191-45	1048 W H ST, Ontario, CA 91762	288.00
1010-192-16	1023 W GRANADA CT, Ontario, CA 91762	276.00
1010-411-10	616 N IRIS CT, Ontario, CA 91762	138.00
1010-413-02	1543 W FLORA ST, Ontario, CA 91762	138.00
1010-422-04	1424 W E ST, Ontario, CA 91762	46.00
1010-422-27	1453 W FAWN ST, Ontario, CA 91762	138.00
1010-433-12	1356 W FAWN ST, Ontario, CA 91762	138.00
1010-452-15	510 N BEGONIA AV, Ontario, CA 91762	138.00
1010-465-06	1007 W F ST, Ontario, CA 91762	414.00
1010-501-53	133 N ALPINE CT, Ontario, CA 91762	138.00
1010-512-18	939 W HOLLOWELL ST, Ontario, CA 91762	138.00
1010-521-01	1161 W VESTA ST, Unit:A, Ontario, CA 91762	368.00
1010-521-04	308 N CAMELLIA AV, Unit:A, Ontario, CA 91762	552.00
1010-521-05	312 N CAMELLIA AV, Unit:A, Ontario, CA 91762	552.00
1010-521-08	1147 W D ST, Unit:A, Ontario, CA 91762	552.00
1010-521-09	1141 W D ST, Unit:A, Ontario, CA 91762	552.00
1010-521-17	210 N BEGONIA AV, Unit:A, Ontario, CA 91762	552.00
1010-521-30	151 N MOUNTAIN AV, Ontario, CA 91762	501.00
1010-521-40	1130 W STONERIDGE CT, Unit:A, Ontario, CA 91762	690.00
1010-522-02	1155 W STONERIDGE CT, Ontario, CA 91762	276.00
1010-522-07	1131 W STONERIDGE CT, Unit:1, Ontario, CA 91762	1,472.00

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Parcel Number	Address	Amount Due
1010-522-08	1125 W STONERIDGE CT, Unit:1, Ontario, CA 91762	2,208.00
1010-541-12	251 N ELDERBERRY AV, Unit:1, Ontario, CA 91762	2,760.00
1010-543-24	1265 W STONERIDGE CT, Unit:1, Ontario, CA 91762	1,380.00
1010-552-21	1505 W STONERIDGE CT, Unit:A, Ontario, CA 91762	1,104.00
1010-552-31	1415 W STONERIDGE CT, Unit:A, Ontario, CA 91762	920.00
1010-561-28	1433 W D ST, Ontario, CA 91762	92.00
1011-141-31	905 W BROOKS ST, Ontario, CA 91762	601.03
1011-181-04	1140 W MISSION BL, Ontario, CA 91762	138.00
1011-361-19	1411 W MISSION BL, Ontario, CA 91762	140.00
1011-371-03	847 S OAKS AV, Ontario, CA 91762	138.00
1011-372-14	1309 W MISSION BL, Unit:108, Ontario, CA 91762	138.00
1011-373-04	1309 W MISSION BL, Unit:50, Ontario, CA 91762	138.00
1011-373-26	1309 W MISSION BL, Unit:80, Ontario, CA 91762	46.00
1011-373-40	1309 W MISSION BL, Unit:94, Ontario, CA 91762	138.00
1011-381-33	821 S MAGNOLIA AV, Unit:A, Ontario, CA 91762	138.00
1011-382-20	837 S MOUNTAIN AV, Ontario, CA 91762	138.00
1011-382-62	850 S PALMETTO AV, Ontario, CA 91762	138.00
1011-382-63	852 S PALMETTO AV, Ontario, CA 91762	138.00
1011-382-64	854 S PALMETTO AV, Ontario, CA 91762	138.00
1011-391-69	941 W MISSION BL, Building:2, Unit:G, Ontario, CA 91762	656.79
1011-396-06	821 S GRANITE PRIVADO, Ontario, CA 91762	138.00
1011-401-27	1031 S PALMETTO AV, Building:S, Unit:4, Ontario, CA 91762	138.00
1011-401-42	871 W MAITLAND PRIVADO, Ontario, CA 91762	138.00
1011-401-68	1031 S PALMETTO AV, Building:R, Unit:1, Ontario, CA 91762	138.00
1011-411-56	1078 S MOUNTAIN AV, Ontario, CA 91762	138.00
1011-415-12	1068 W RALSTON ST, Ontario, CA 91762	138.00
1011-415-50	945 S MOUNTAIN AV, Ontario, CA 91762	138.00
1011-542-16	1033 W SUNSONG CT, Ontario, CA 91762	138.00
1011-544-03	1114 W RALSTON ST, Ontario, CA 91762	414.00
1011-552-04	1224 S CYPRESS AV, Unit:D, Ontario, CA 91762	138.00
1011-552-29	1218 S CYPRESS AV, Unit:B, Ontario, CA 91762	138.00
1011-552-48	1206 S CYPRESS AV, Unit:G, Ontario, CA 91762	138.00
1011-571-44	1150 W PHILLIPS ST, Unit:229, Ontario, CA 91762	92.00
1011-572-11	1052 W ECLIPSE CT, Ontario, CA 91762	138.00
1011-573-07	1327 S PINE AV, Ontario, CA 91762	138.00
1014-111-11	1551 S OAKS AV, Ontario, CA 91762	138.00
1014-111-16	1520 S MAGNOLIA AV, Ontario, CA 91762	92.00
1014-131-63	1520 S AZALEA AV, Ontario, CA 91762	93.00
1014-141-11	1458 S PALMETTO AV, Ontario, CA 91762	46.00
1014-141-32	1439 S PINE AV, Ontario, CA 91762	138.00
1014-141-60	1053 W EUCALYPTUS CT, Ontario, CA 91762	138.00
1014-141-71	1045 W JACARANDA ST, Ontario, CA 91762	138.00
1014-161-05	1507 S PALMETTO AV, Ontario, CA 91762	46.00
1014-172-16	1656 S GRANITE AV, Ontario, CA 91762	46.00

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Parcel Number	Address	Amount Due
1014-211-08	1228 W FRANCIS ST, Ontario, CA 91762	276.00
1014-211-09	1240 W FRANCIS ST, Ontario, CA 91762	276.00
1014-211-13	1320 W FRANCIS ST, Ontario, CA 91762	138.00
1014-462-40	1915 S MOUNTAIN AV, Unit:10, Ontario, CA 91762	138.00
1014-462-48	1915 S MOUNTAIN AV, Unit:7, Ontario, CA 91762	138.00
1014-471-35	1119 W FRANCIS ST, Unit:E, Ontario, CA 91762	138.00
1014-472-10	1860 S PALMETTO AV, Ontario, CA 91762	1,518.00
1014-472-35	1051 W FRANCIS ST, Unit:D, Ontario, CA 91762	138.00
1014-512-20	926 W PHILADELPHIA ST, Building:G, Unit:32, Ontario, CA 91762	138.00
1014-512-35	926 W PHILADELPHIA ST, Building:I, Unit:47, Ontario, CA 91762	138.00
1014-521-25	1134 W PHILADELPHIA ST, Ontario, CA 91762	138.00
1014-523-20	2066 S MOUNTAIN AV, Ontario, CA 91762	138.00
1014-531-09	2061 S MAGNOLIA AV, Ontario, CA 91762	92.00
1014-531-38	2037 S MAGNOLIA AV, Ontario, CA 91762	138.00
1014-532-16	1039 W LARODA CT, Ontario, CA 91762	138.00
1014-571-12	2049 S BENSON AV, Ontario, CA 91762	46.00
1015-131-56	1126 W PINEWOOD LN, Ontario, CA 91762	92.00
1015-131-64	1137 W PINEWOOD LN, Ontario, CA 91762	138.00
1015-201-46	2321 S MAGNOLIA AV, Building:8, Unit:A, Ontario, CA 91762	138.00
1047-141-18	1831 N VIRGINIA AV, Ontario, CA 91764	138.00
1047-143-01	1235 E EIGHTH ST, Ontario, CA 91764	140.00
1047-151-07	1152 E SEVENTH ST, Ontario, CA 91764	138.00
1047-171-12	1554 N ELEVENTH AV, Unit:A, Ontario, CA 91764	552.00
1047-172-02	916 E DEODAR ST, Unit:A, Ontario, CA 91764	1,932.00
1047-172-08	1525 N HOLMES AV, Unit:1, Ontario, CA 91764	276.00
1047-172-18	944 E DEODAR ST, Unit:1, Ontario, CA 91764	828.00
1047-311-36	668 W LA DENEY DR, Ontario, CA 91762	46.00
1047-321-72	667 W HAWTHORNE ST, Ontario, CA 91762	138.00
1047-331-04	120 W BONNIE BRAE CT, Ontario, CA 91762	230.00
1047-332-01	231 W BONNIE BRAE CT, Ontario, CA 91762	138.00
1047-341-01	427 W SIXTH ST, Ontario, CA 91762	91.00
1047-371-12	634 E HAWTHORNE ST, Ontario, CA 91764	138.00
1047-382-11	634 E SIXTH ST, Ontario, CA 91764	138.00
1047-391-02	1408 N CAMPUS AV, Ontario, CA 91764	138.00
1047-393-12	1424 N HOPE AV, Ontario, CA 91764	138.00
1047-401-06	728 E HAWTHORNE ST, Ontario, CA 91764	138.00
1047-411-20	1015 E FIFTH ST, Ontario, CA 91764	138.00
1047-424-02	962 E SIXTH ST, Ontario, CA 91764	138.00
1047-424-08	1024 E SIXTH ST, Ontario, CA 91764	138.00
1047-432-01	1116 E SIXTH ST, Building:1, Unit:A, Ontario, CA 91764	1,564.00
1047-432-07	1129 E LA DENEY CT, Ontario, CA 91764	614.03
1047-432-20	1407 N VIRGINIA AV, Ontario, CA 91764	276.00
1047-433-08	1436 N VIRGINIA AV, Ontario, CA 91764	276.00
1047-433-11	1202 E SIXTH ST, Ontario, CA 91764	552.00

City of Ontario
Community Improvement Department
2024/2025 Tax Roll Year Special Assessments
Exhibit A - Costs Associated with Inspection or Abatement

Parcel Number	Address	Amount Due
1047-433-12	1208 E SIXTH ST, Ontario, CA 91764	552.00
1047-441-12	1314 N VIRGINIA AV, Ontario, CA 91764	552.00
1047-442-02	1347 N PARKSIDE AV, Ontario, CA 91764	368.00
1047-451-10	1105 E PRINCETON ST, Ontario, CA 91764	138.00
1047-462-17	1203 E FOURTH ST, Ontario, CA 91764	276.00
1047-471-17	937 E HARVARD PL, Ontario, CA 91764	138.00
1047-473-15	1054 E PRINCETON ST, Ontario, CA 91764	667.00
1047-493-13	837 E YALE ST, Ontario, CA 91764	138.00
1047-493-16	848 E YALE ST, Ontario, CA 91764	46.00
1047-512-37	547 E FOURTH ST, Ontario, CA 91764	138.00
1047-521-06	639 E PRINCETON ST, Ontario, CA 91764	138.00
1047-594-13	1228 N GRANITE AV, Ontario, CA 91762	138.00
1047-594-52	730 W FOURTH ST, Ontario, CA 91762	138.00
1048-011-27	720 W ROSEWOOD CT, Ontario, CA 91762	46.00
1048-032-33	614 W I ST, Ontario, CA 91762	138.00
1048-041-04	407 W J ST, Ontario, CA 91762	1,104.00
1048-041-09	331 W J ST, Ontario, CA 91762	138.00
1048-041-29	418 W I ST, Unit:A, Ontario, CA 91762	690.00
1048-043-01	213 W J ST, Ontario, CA 91762	138.00
1048-043-17	132 W I ST, Unit:A, Ontario, CA 91762	276.00
1048-051-05	1053 N LAUREL AV, Ontario, CA 91762	138.00
1048-052-14	132 W J ST, Ontario, CA 91762	140.00
1048-052-26	125 W FOURTH ST, Unit:1, Ontario, CA 91762	1,886.00
1048-071-42	215 E PLAZA SERENA ST, Ontario, CA 91764	276.00
1048-081-04	518 E J ST, Ontario, CA 91764	138.00
1048-082-35	615 E I ST, Ontario, CA 91764	138.00
1048-082-49	908 N SULTANA AV, Ontario, CA 91764	276.00
1048-092-24	501 E J ST, Ontario, CA 91764	138.00
1048-093-04	622 E FOURTH ST, Ontario, CA 91764	138.00
1048-093-22	647 E J ST, Ontario, CA 91764	92.00
1048-102-20	711 E J ST, Unit:A, Ontario, CA 91764	138.00
1048-102-21	709 E J ST, Ontario, CA 91764	138.00
1048-123-17	1023 E I ST, Ontario, CA 91764	327.00
1048-124-19	1046 E I ST, Ontario, CA 91764	138.00
1048-132-08	952 E ROSEWOOD CT, Ontario, CA 91764	1,322.72
1048-133-06	940 E J ST, Ontario, CA 91764	138.00
1048-161-28	821 N ALAMEDA AV, Ontario, CA 91764	138.00
1048-162-19	846 N VIRGINIA AV, Ontario, CA 91764	138.00
1048-172-22	801 N CUCAMONGA AV, Ontario, CA 91764	138.00
1048-181-23	933 E H ST, Ontario, CA 91764	138.00
1048-191-19	724 N GREENWOOD AV, Ontario, CA 91764	138.00
1048-201-17	759 E G ST, Ontario, CA 91764	138.00
1048-202-18	763 E EL MORADO CT, Ontario, CA 91764	138.00
1048-211-20	859 E GRANADA CT, Ontario, CA 91764	996.98

City of Ontario
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Parcel Number	Address	Amount Due
1048-211-31	807 E GRANADA CT, Ontario, CA 91764	241.00
1048-212-01	802 E GRANADA CT, Ontario, CA 91764	138.00
1048-221-51	515 E GRANADA CT, Ontario, CA 91764	138.00
1048-222-23	813 N CAMPUS AV, Ontario, CA 91764	276.00
1048-233-07	636 E H ST, Ontario, CA 91764	91.00
1048-234-12	662 E EL MORADO CT, Ontario, CA 91764	92.00
1048-241-07	210 E H ST, Ontario, CA 91764	276.00
1048-243-19	303 E G ST, Ontario, CA 91764	276.00
1048-251-26	423 E GRANADA CT, Ontario, CA 91764	138.00
1048-251-36	303 E GRANADA CT, Ontario, CA 91764	92.00
1048-261-44	423 W I ST, Ontario, CA 91762	414.00
1048-262-26	322 W H ST, Ontario, CA 91762	276.00
1048-271-46	207 W H ST, Unit:102B, Ontario, CA 91762	13,478.00
1048-282-15	740 N SAN ANTONIO AV, Ontario, CA 91762	138.00
1048-291-20	509 W I ST, Ontario, CA 91762	184.00
1048-292-03	651 W GRANADA CT, Ontario, CA 91762	138.00
1048-302-01	767 W GRANADA CT, Ontario, CA 91762	138.00
1048-331-04	443 N BEVERLY SQ, Ontario, CA 91762	276.00
1048-332-10	507 N VINE AV, Ontario, CA 91762	138.00
1048-332-21	548 W D ST, Ontario, CA 91762	828.00
1048-332-25	404 N BEVERLY SQ, Ontario, CA 91762	138.00
1048-362-04	515 N LEMON AV, Ontario, CA 91764	1,002.00
1048-371-06	328 E G ST, Ontario, CA 91764	138.00
1048-371-20	626 N PLUM AV, Ontario, CA 91764	138.00
1048-372-03	312 E F ST, Ontario, CA 91764	276.00
1048-372-04	318 E F ST, Unit:2, Ontario, CA 91764	414.00
1048-372-07	511 N CHERRY AV, Ontario, CA 91764	138.00
1048-372-08	507 N CHERRY AV, Ontario, CA 91764	276.00
1048-372-13	309 E E ST, Ontario, CA 91764	276.00
1048-373-11	307 E D ST, Ontario, CA 91764	414.00
1048-374-02	408 E E ST, Ontario, CA 91764	276.00
1048-374-05	422 E E ST, Ontario, CA 91764	138.00
1048-374-06	428 E E ST, Ontario, CA 91764	690.00
1048-382-09	556 E F ST, Ontario, CA 91764	46.00
1048-392-11	607 E E ST, Ontario, CA 91764	276.00
1048-401-02	757 E E ST, Ontario, CA 91764	138.00
1048-402-25	709 E D ST, Ontario, CA 91764	276.00
1048-411-21	753 E F ST, Ontario, CA 91764	276.00
1048-411-26	729 E F ST, Ontario, CA 91764	414.00
1048-412-05	720 E F ST, Ontario, CA 91764	91.00
1048-421-02	500 N ALLYN AV, Ontario, CA 91764	138.00
1048-431-01	1051 E D ST, Ontario, CA 91764	1,374.00
1048-432-22	624 N FLORENCE AV, Ontario, CA 91764	138.00
1048-432-27	1012 E G ST, Ontario, CA 91764	138.00

City of Ontario
Community Improvement Department
2024/2025 Tax Roll Year Special Assessments
Exhibit A - Costs Associated with Inspection or Abatement

Parcel Number	Address	Amount Due
1048-432-30	613 N HOLMES AV, Ontario, CA 91764	276.00
1048-441-13	1121 E D ST, Unit:A, Ontario, CA 91764	138.00
1048-443-01	413 N CUCAMONGA AV, Ontario, CA 91764	414.00
1048-451-14	417 N GROVE AV, Ontario, CA 91764	276.00
1048-451-24	504 N PARKSIDE AV, Ontario, CA 91764	552.00
1048-451-34	603 N GROVE AV, Ontario, CA 91764	138.00
1048-451-35	545 N GROVE AV, Ontario, CA 91764	138.00
1048-451-36	541 N GROVE AV, Ontario, CA 91764	138.00
1048-451-37	537 N GROVE AV, Ontario, CA 91764	138.00
1048-451-38	605 N GROVE AV, Ontario, CA 91764	138.00
1048-451-39	601 N GROVE AV, Ontario, CA 91764	138.00
1048-451-40	543 N GROVE AV, Ontario, CA 91764	138.00
1048-451-41	539 N GROVE AV, Ontario, CA 91764	138.00
1048-451-45	533 N GROVE AV, Ontario, CA 91764	138.00
1048-452-01	1136 E FLORA ST, Ontario, CA 91764	552.00
1048-461-06	1102 E D ST, Ontario, CA 91761	276.00
1048-461-17	1063 E ELMA ST, Ontario, CA 91761	92.00
1048-462-04	1102 E ELMA ST, Unit:A, Ontario, CA 91761	276.00
1048-462-08	1115 E NOCTA ST, Unit:A, Ontario, CA 91761	414.00
1048-462-09	1111 E NOCTA ST, Unit:A, Ontario, CA 91761	138.00
1048-462-13	1091 E NOCTA ST, Unit:A, Ontario, CA 91761	414.00
1048-463-35	1162 E ELMA ST, Ontario, CA 91761	414.00
1048-463-45	1153 E ELMA ST, Ontario, CA 91761	276.00
1048-463-51	1159 E NOCTA ST, Ontario, CA 91761	138.00
1048-471-02	1092 E NOCTA ST, Ontario, CA 91761	552.00
1048-471-14	1117 E HOLT BL, Ontario, CA 91761	140.00
1048-471-20	1104 E NOCTA ST, Ontario, CA 91761	140.00
1048-472-12	1160 E NOCTA ST, Ontario, CA 91761	552.00
1048-472-13	1164 E NOCTA ST, Ontario, CA 91761	552.00
1048-492-22	1036 E ELMA ST, Ontario, CA 91761	138.00
1048-502-06	319 N BERLYN AV, Ontario, CA 91761	138.00
1048-505-16	811 E NOCTA ST, Ontario, CA 91761	414.00
1048-505-18	803 E NOCTA ST, Ontario, CA 91761	138.00
1048-505-19	312 N BERLYN AV, Ontario, CA 91761	138.00
1048-511-06	718 E NOCTA ST, Ontario, CA 91761	138.00
1048-511-28	837 E WILLOW ST, Ontario, CA 91761	138.00
1048-512-17	745 E HOLT BL, Ontario, CA 91761	276.00
1048-521-05	528 E NOCTA ST, Ontario, CA 91764	138.00
1048-523-02	546 NOCTA ST E, Ontario, CA 91761	276.00
1048-523-15	111 N MONTEREY AV, Ontario, CA 91761	140.00
1048-523-17	541 E HOLT BL, Ontario, CA 91761	91.00
1048-524-18	116 N MONTEREY AV, Ontario, CA 91761	138.00
1048-531-04	516 E D ST, Unit:A, Ontario, CA 91761	92.00
1048-534-02	638 E D ST, Ontario, CA 91761	138.00

City of Ontario
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2024/2025 Tax Roll Year Special Assessments
Exhibit A - Costs Associated with Inspection or Abatement

Parcel Number	Address	Amount Due
1048-534-12	301 N CAMPUS AV, Unit:1, Ontario, CA 91761	552.00
1048-534-15	225 N CAMPUS AV, Ontario, CA 91761	276.00
1048-566-07	303 N EUCLID AV, Building:1, Ontario, CA 91762	547.00
1048-571-02	423 W D ST, Ontario, CA 91762	138.00
1048-571-04	411 W D ST, Unit:A, Ontario, CA 91762	276.00
1048-572-09	412 W B ST, Unit:A, Ontario, CA 91762	414.00
1048-574-05	307 W B ST, Unit:1, Ontario, CA 91762	1,304.03
1048-575-02	319 W C ST, Ontario, CA 91762	414.00
1048-575-05	307 W C ST, Ontario, CA 91762	414.00
1048-575-16	222 N FERN AV, Ontario, CA 91762	138.00
1048-581-53	628 W VESTA ST, Ontario, CA 91762	644.00
1048-581-74	535 W D ST, Unit:H, Ontario, CA 91762	138.00
1048-592-13	525 W VESTA ST, Ontario, CA 91762	184.00
1048-592-14	517 W VESTA ST, Ontario, CA 91762	690.00
1048-602-20	736 W VESTA ST, Ontario, CA 91762	138.00
1048-603-22	754 W B ST, Ontario, CA 91762	138.00
1049-011-03	751 W HOLT BL, Ontario, CA 91762	414.00
1049-021-03	634 W BROOKS ST, Unit:10, Ontario, CA 91762	966.00
1049-021-04	625 W HOLT BL, Ontario, CA 91762	690.00
1049-022-20	528 W EMPORIA ST, Ontario, CA 91762	20.00
1049-043-02	219 W MAIN ST, Ontario, CA 91762	231.00
1049-043-03	211 W MAIN ST, Ontario, CA 91762	140.00
1049-091-09	203 S SULTANA AV, Ontario, CA 91761	138.00
1049-094-06	121 S MALCOLM AV, Ontario, CA 91761	138.00
1049-101-05	730 E HOLT BL, Building:1, Unit:1, Ontario, CA 91761	690.00
1049-101-34	767 E EMPORIA ST, Ontario, CA 91761	46.00
1049-102-18	824 E EMPORIA ST, Ontario, CA 91761	1,029.45
1049-111-01	316 S BON VIEW AV, Building:1, Ontario, CA 91761	288.00
1049-201-07	439 S CAMPUS AV, Ontario, CA 91761	140.00
1049-202-09	411 S CALDWELL AV, Ontario, CA 91761	140.00
1049-231-11	552 E STATE ST, Ontario, CA 91761	140.00
1049-242-03	521 S EUCLID AV, Ontario, CA 91761	138.00
1049-242-04	515 S EUCLID AV, Ontario, CA 91761	414.00
1049-242-11	516 S LEMON AV, Ontario, CA 91761	140.00
1049-243-08	428 S PLUM AV, Ontario, CA 91761	92.00
1049-245-01	302 E STATE ST, Ontario, CA 91761	288.00
1049-246-07	322 PARK ST E, Ontario, CA 91761	138.00
1049-247-07	428 S SULTANA AV, Unit:A, Ontario, CA 91761	276.00
1049-247-10	411 E PARK ST, Ontario, CA 91761	138.00
1049-254-09	211 E CALIFORNIA ST, Ontario, CA 91761	138.00
1049-258-12	407 E CALIFORNIA ST, Ontario, CA 91761	138.00
1049-261-02	425 W SUNKIST ST, Ontario, CA 91762	92.00
1049-266-03	215 W NEVADA ST, Ontario, CA 91762	46.00
1049-272-06	403 W PARK ST, Ontario, CA 91762	46.00

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2024/2025 Tax Roll Year Special Assessments
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Parcel Number	Address	Amount Due
1049-274-09	520 S PALM AV, Ontario, CA 91762	276.00
1049-278-10	516 S EUCLID AV, Ontario, CA 91762	276.00
1049-281-03	633 W STATE ST, Ontario, CA 91762	2,203.98
1049-282-10	633 W PARK ST, Ontario, CA 91762	414.00
1049-282-23	640 W SUNKIST ST, Ontario, CA 91762	138.00
1049-283-21	540 W PARK ST, Ontario, CA 91762	138.00
1049-284-16	514 W SUNKIST ST, Ontario, CA 91762	138.00
1049-292-17	622 W CALIFORNIA ST, Ontario, CA 91762	138.00
1049-293-22	548 W NEVADA ST, Ontario, CA 91762	414.00
1049-303-18	714 W NEVADA ST, Ontario, CA 91762	138.00
1049-303-29	601 S CYPRESS AV, Ontario, CA 91762	710.78
1049-312-06	743 W CALIFORNIA ST, Ontario, CA 91762	138.00
1049-312-16	754 W CARLTON ST, Ontario, CA 91762	512.70
1049-313-30	772 W MAITLAND ST, Ontario, CA 91762	46.00
1049-323-05	917 S SAN ANTONIO AV	138.00
1049-333-03	211 W CARLTON ST, Ontario, CA 91762	276.00
1049-344-07	118 E CARLTON ST, Ontario, CA 91761	92.00
1049-353-11	919 S SULTANA AV, Ontario, CA 91761	140.00
1049-365-05	913 S CAMPUS AV, Ontario, CA 91761	138.00
1049-367-15	920 S HOPE AV, Ontario, CA 91761	138.00
1049-368-16	924 S BON VIEW AV, Ontario, CA 91761	138.00
1049-374-03	921 S GREENWOOD AV, Ontario, CA 91761	276.00
1049-392-02	1026 S GROVE AV, Ontario, CA 91761	276.00
1049-392-04	1030 S GROVE AV, Ontario, CA 91761	140.00
1049-392-06	1050 S GROVE AV, Ontario, CA 91761	140.00
1049-442-05	1117 S GREENWOOD AV, Ontario, CA 91761	138.00
1049-461-10	1224 S BON VIEW AV, Ontario, CA 91761	276.00
1049-461-11	853 E WOODLAWN ST, Ontario, CA 91761	276.00
1049-461-15	825 E WOODLAWN ST, Unit:A, Ontario, CA 91761	552.00
1049-492-43	1330 S PLEASANT AV, Ontario, CA 91761	46.00
1049-494-01	1415 S SULTANA AV, Ontario, CA 91761	92.00
1049-494-07	1357 S SULTANA AV, Ontario, CA 91761	92.00
1049-502-06	628 E MAITLAND ST, Ontario, CA 91761	138.00
1049-502-09	638 E MAITLAND ST, Unit:B, Ontario, CA 91761	138.00
1049-502-13	1030 S CAMPUS AV, Ontario, CA 91761	276.00
1049-503-04	620 E RALSTON ST, Ontario, CA 91761	138.00
1049-503-11	642 E RALSTON ST, Ontario, CA 91761	138.00
1049-503-13	1104 S CAMPUS AV, Ontario, CA 91761	138.00
1049-503-15	1114 S CAMPUS AV, Unit:A, Ontario, CA 91761	276.00
1049-513-15	424 E MAITLAND ST, Unit:A, Ontario, CA 91761	276.00
1049-513-16	1012 S SULTANA AV, Ontario, CA 91761	276.00
1049-514-02	308 E RALSTON ST, Ontario, CA 91761	276.00
1049-514-16	428 E RALSTON ST, Unit:A, Ontario, CA 91761	276.00
1049-514-27	317 E BELMONT ST, Ontario, CA 91761	138.00

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Parcel Number	Address	Amount Due
1049-521-20	1227 S EUCLID AV, Ontario, CA 91761	276.00
1049-531-04	1315 EUCLID AV S, Ontario, CA 91761	828.00
1049-531-05	1309 S EUCLID AV, Ontario, CA 91761	276.00
1049-532-05	1347 S EUCLID AV, Ontario, CA 91761	184.00
1049-532-07	130 E ACACIA ST, Unit:1, Ontario, CA 91761	1,840.00
1049-551-03	1225 S VINE AV, Ontario, CA 91762	138.00
1049-551-04	1217 S VINE AV, Ontario, CA 91762	276.00
1049-551-05	1211 S VINE AV, Ontario, CA 91762	414.00
1049-551-06	1205 S VINE AV, Ontario, CA 91762	276.00
1049-551-07	1201 S VINE AV, Ontario, CA 91762	552.00
1049-551-08	415 W BELMONT ST, Unit:A, Ontario, CA 91762	276.00
1049-551-09	411 W BELMONT ST, Unit:A, Ontario, CA 91762	138.00
1049-551-10	407 W BELMONT ST, Unit:A, Ontario, CA 91762	276.00
1049-551-11	401 W BELMONT ST, Unit:A, Ontario, CA 91762	138.00
1049-551-12	403 W BELMONT ST, Unit:A, Ontario, CA 91762	276.00
1049-551-13	409 W BELMONT ST, Unit:A, Ontario, CA 91762	276.00
1049-551-14	413 W BELMONT ST, Unit:A, Ontario, CA 91762	276.00
1049-551-15	417 W BELMONT ST, Unit:A, Ontario, CA 91762	276.00
1049-551-16	419 W BELMONT ST, Ontario, CA 91762	138.00
1049-551-18	405 W BELMONT ST, Unit:A, Ontario, CA 91762	276.00
1049-551-21	309 W BELMONT ST, Unit:A, Ontario, CA 91762	138.00
1049-551-23	1214 S PALM AV, Ontario, CA 91762	276.00
1049-552-03	201 W BELMONT ST, Ontario, CA 91762	138.00
1049-552-07	1216 S EUCLID AV, Ontario, CA 91762	2,208.00
1049-561-15	1004 S PALM AV, Ontario, CA 91762	138.00
1049-562-19	1124 S PALM AV, Ontario, CA 91762	138.00
1049-562-22	320 W BELMONT ST, Ontario, CA 91762	138.00
1049-571-23	644 W RALSTON ST, Ontario, CA 91762	138.00
1049-572-14	608 W BELMONT ST, Ontario, CA 91762	414.00
1049-572-23	1123 S SAN ANTONIO AV, Ontario, CA 91762	138.00
1049-573-30	514 W RALSTON ST, Ontario, CA 91762	184.00
1049-574-01	561 W RALSTON ST, Ontario, CA 91762	276.00
1049-581-02	1023 S CYPRESS AV, Unit:A, Ontario, CA 91762	276.00
1049-581-03	1019 S CYPRESS AV, Unit:A, Ontario, CA 91762	276.00
1049-581-24	750 W RALSTON ST, Ontario, CA 91762	552.00
1049-583-22	744 W PHILLIPS ST, Ontario, CA 91762	552.00
1049-583-51	728 W PHILLIPS ST, Unit:5, Ontario, CA 91762	2.00
1049-583-55	716 W PHILLIPS ST, Ontario, CA 91762	62.76
1049-591-05	1227 S SAN ANTONIO AV, Unit:1, Ontario, CA 91762	276.00
1049-591-18	613 W BELMONT ST, Ontario, CA 91762	138.00
1049-612-03	1318 S BEVERLY AV, Ontario, CA 91762	138.00
1050-022-12	711 W EUCALYPTUS CT, Ontario, CA 91762	46.00
1050-051-08	116 W ELM ST, Ontario, CA 91762	138.00
1050-051-21	1437 S FERN AV, Ontario, CA 91762	138.00

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Community Improvement Department
2024/2025 Tax Roll Year Special Assessments
Exhibit A - Costs Associated with Inspection or Abatement

Parcel Number	Address	Amount Due
1050-081-04	130 E BUDD ST, Ontario, CA 91761	276.00
1050-081-08	228 E BUDD ST, Ontario, CA 91761	138.00
1050-081-11	231 E BUDD ST, Ontario, CA 91761	506.00
1050-081-12	227 E BUDD ST, Ontario, CA 91761	92.00
1050-081-12	229 E BUDD ST, Ontario, CA 91761	92.00
1050-081-13	217 E BUDD ST, Ontario, CA 91761	138.00
1050-081-16	127 E BUDD ST, Unit:A, Ontario, CA 91761	1,104.00
1050-091-21	1425 S SULTANA AV, Ontario, CA 91761	138.00
1050-232-12	1650 S CAMPUS AV, Unit:99, Ontario, CA 91761	46.00
1050-232-26	1650 S CAMPUS AV, Unit:85, Ontario, CA 91761	46.00
1050-233-02	1650 S CAMPUS AV, Unit:57, Ontario, CA 91761	138.00
1050-234-06	1650 S CAMPUS AV, Unit:6, Ontario, CA 91761	46.00
1050-234-17	1650 S CAMPUS AV, Unit:17, Ontario, CA 91761	138.00
1050-234-42	1650 S CAMPUS AV, Unit:42, Ontario, CA 91761	92.00
1050-241-28	1630 S PLEASANT AV, Ontario, CA 91761	138.00
1050-242-03	1749 S PLEASANT AV, Ontario, CA 91761	138.00
1050-243-22	1613 S MONTEREY AV, Ontario, CA 91761	138.00
1050-251-23	419 E FRANCIS ST, Ontario, CA 91761	138.00
1050-262-11	206 E LOCUST ST, Ontario, CA 91761	138.00
1050-311-50	705 W CAMELOT CT, Ontario, CA 91762	91.00
1050-311-57	1627 S CYPRESS AV, Ontario, CA 91762	138.00
1050-322-27	1723 S SIERRA DAWN PL, Ontario, CA 91762	227.00
1050-323-03	622 W FRANCIS ST, Ontario, CA 91762	138.00
1050-331-24	1919 S CYPRESS AV, Ontario, CA 91762	138.00
1050-341-65	1839 S HOLLY AV, Ontario, CA 91762	46.00
1050-342-01	655 W CEDAR ST, Ontario, CA 91762	138.00
1050-352-05	1949 S OAKLAND AV, Ontario, CA 91762	138.00
1050-361-18	1952 S FERN AV, Ontario, CA 91762	138.00
1050-361-21	1951 S VINE AV, Ontario, CA 91762	138.00
1050-361-64	1902 S VINE AV, Ontario, CA 91762	46.00
1050-381-07	1902 S EUCLID AV, Ontario, CA 91762	414.00
1050-381-09	1918 S EUCLID AV, Building:A, Ontario, CA 91762	690.00
1050-391-28	1951 S EUCLID AV, Unit:1, Ontario, CA 91761	3,220.00
1050-401-09	210 E FRANCIS ST, Ontario, CA 91761	138.00
1050-401-10	216 E FRANCIS ST, Ontario, CA 91761	138.00
1050-401-11	220 E FRANCIS ST, Ontario, CA 91761	140.00
1050-401-13	234 E FRANCIS ST, Ontario, CA 91761	138.00
1050-431-28	0 S BON VIEW AV, Ontario, CA 91761	140.00
1050-541-55	2046 S BON VIEW AV, Unit:D, Ontario, CA 91761	92.00
1050-542-06	2001 S CAMPUS AV, Unit:F, Ontario, CA 91761	138.00
1050-542-66	2003 S CAMPUS AV, Unit:C, Ontario, CA 91761	138.00
1050-542-68	2003 S CAMPUS AV, Unit:E, Ontario, CA 91761	138.00
1050-542-73	714 E BOXWOOD CT, Ontario, CA 91761	138.00
1050-542-80	757 E BOXWOOD CT, Ontario, CA 91761	138.00

City of Ontario
Community Improvement Department
2024/2025 Tax Roll Year Special Assessments
Exhibit A - Costs Associated with Inspection or Abatement

Parcel Number	Address	Amount Due
1050-543-14	2038 S BON VIEW AV, Unit:E, Ontario, CA 91761	138.00
1050-543-42	2030 S BON VIEW AV, Unit:C, Ontario, CA 91761	92.00
1050-543-59	2036 S BON VIEW AV, Unit:A, Ontario, CA 91761	138.00
1050-544-06	810 E CEDAR ST, Unit:A, Ontario, CA 91761	552.00
1050-551-20	634 E BOXWOOD CT, Ontario, CA 91761	138.00
1050-551-33	640 E BIRCH CT, Ontario, CA 91761	46.00
1050-571-04	2135 S EUCLID AV, Ontario, CA 91761	138.00
1050-582-08	2021 S PLUM AV, Ontario, CA 91761	138.00
1050-601-15	304 W PHILADELPHIA ST, Ontario, CA 91762	138.00
1050-621-56	2053 S OAKLAND AV, Ontario, CA 91762	138.00
1050-623-05	2032 S VINE AV, Ontario, CA 91762	138.00
1050-624-15	2115 S SAN ANTONIO AV, Ontario, CA 91762	167.00
1050-631-09	2004 S SAN ANTONIO AV, Ontario, CA 91762	138.00
1050-632-04	720 W DAMSON CT, Ontario, CA 91762	138.00
1050-651-13	1459 S EUCLID AV, Unit:33, Ontario, CA 91761	138.00
1051-051-15	2215 S FERN AV, Unit:A, Ontario, CA 91762	1,886.00
1051-051-40	2237 S FERN AV, Unit:E, Ontario, CA 91762	138.00
1051-051-72	2250 S EUCLID AV, Building:1, Unit:B, Ontario, CA 91762	91.00
1051-091-71	647 E SANDERLING ST, Ontario, CA 91761	138.00
1051-132-44	2320 S GREENWOOD PL, Unit:C, Ontario, CA 91761	138.00
1051-171-23	2441 S RAYMOND PL, Ontario, CA 91761	138.00
1051-171-37	2419 S CUCAMONGA AV, Ontario, CA 91761	138.00
1051-181-36	1020 E OAK HILL ST, Ontario, CA 91761	138.00
1051-181-39	1048 E OAK HILL ST, Ontario, CA 91761	138.00
1051-191-74	2432 S TAYLOR PL, Ontario, CA 91761	138.00
1051-281-23	2528 S PLUM LN, Ontario, CA 91761	138.00
1051-341-81	2731 S CUCAMONGA AV, Ontario, CA 91761	138.00
1051-381-14	2634 S BON VIEW AV, Ontario, CA 91761	138.00
1051-431-40	214 W CORMORANT DR, Ontario, CA 91762	138.00
1051-441-53	320 W ST. ANDREWS ST, Ontario, CA 91762	138.00
1051-541-08	2856 S BON VIEW AV, Ontario, CA 91761	138.00
1051-561-56	1193 E DEERFIELD ST, Ontario, CA 91761	138.00
1051-591-54	870 E COTTONWOOD ST, Ontario, CA 91761	46.00
1051-601-56	605 E DUNES CT, Ontario, CA 91761	138.00
1051-612-26	343 E DORAL ST, Ontario, CA 91761	138.00
1051-612-51	2922 S CHERRY WY, Ontario, CA 91761	138.00
1052-141-04	7711 E RIVERSIDE DR, Ontario, CA 91761	140.00
1052-261-01	7166 E CHINO AV, Ontario, CA 91761	276.00
1052-381-01	13647 S EUCLID AV, Ontario, CA 91761	140.00
1052-381-03	0 S EUCLID AV, Ontario, CA 91761	140.00
1052-381-04	0 S EUCLID AV, Ontario, CA 91761	140.00
1052-381-05	0 S EUCLID AV, Ontario, CA 91761	140.00
1052-381-11	0 S EUCLID AV, Ontario, CA 91761	140.00
1052-381-12	0 S EUCLID AV, Ontario, CA 91761	140.00

City of Ontario
Community Improvement Department
2024/2025 Tax Roll Year Special Assessments
Exhibit A - Costs Associated with Inspection or Abatement

Parcel Number	Address	Amount Due
1052-531-01	0 E SCHAEFER AV, Ontario, CA 91761	140.00
1073-111-22	14610 S ARCHIBALD AV, Ontario, CA 91710	140.00
1073-171-07	10869 E EUCALYPTUS AV, Ontario, CA 91762	140.00
1073-191-30	5060 S CENTENNIAL CI, Ontario, CA 91762	1,631.68
1073-281-28	2717 E MURDOCK LN, Ontario, CA 91762	6,240.33
1083-091-08	2414 S SEAGULL AV, Ontario, CA 91761	138.00
1083-121-36	2901 E DUNLIN WY, Ontario, CA 91761	138.00
1083-131-21	3115 E BUFFALO RD, Ontario, CA 91761	91.00
1083-131-47	3113 E WHITE STAG RD, Ontario, CA 91761	138.00
1083-141-25	2527 S CARIBOU PL, Ontario, CA 91761	138.00
1083-161-02	2520 S PINECONE WY, Ontario, CA 91761	138.00
1083-161-31	3338 E ANTLER RD, Ontario, CA 91761	138.00
1083-162-07	3258 E CANARY CT, Ontario, CA 91761	138.00
1083-171-07	3242 E CLEAR LAKE RD, Ontario, CA 91761	138.00
1083-171-08	3240 E CLEAR LAKE RD, Ontario, CA 91761	138.00
1083-171-15	3250 E SUMMER ISLAND CT, Ontario, CA 91761	138.00
1083-171-20	3269 E SUMMER ISLAND CT, Ontario, CA 91761	138.00
1083-172-08	3424 E EVERGREEN DR, Ontario, CA 91761	92.00
1083-181-47	2837 E TAM O'SHANTER CT, Ontario, CA 91761	138.00
1083-231-03	2740 S ARCADIAN SHORES RD, Ontario, CA 91761	138.00
1083-231-45	3032 E HAZELTINE ST, Ontario, CA 91761	138.00
1083-241-46	2911 E COG HILL CT, Ontario, CA 91761	138.00
1083-291-29	2860 S ST. TROPEZ DR, Ontario, CA 91761	92.00
1083-301-62	3348 E MORNINGWOOD CT, Ontario, CA 91761	138.00
1083-371-23	2618 S CRYSTAL SPRING PL, Ontario, CA 91761	138.00
1083-371-38	3542 E BIG CREEK RD, Ontario, CA 91761	138.00
1083-401-31	3546 E STRAWBERRY CREEK PL, Ontario, CA 91761	138.00
1083-402-10	3638 E OAK CREEK DR, Unit:B, Ontario, CA 91761	138.00
1083-402-54	3657 E COUNTRY OAKS LP, Unit:D, Ontario, CA 91761	46.00
1083-421-13	2715 S EAGLE CREEK PL, Ontario, CA 91761	138.00
1083-441-03	3660 E GRIZZLEY CREEK CT, Ontario, CA 91761	138.00
1083-441-36	2779 S MOOSE CREEK LN, Ontario, CA 91761	138.00
1083-442-16	3719 E OAK CREEK DR, Unit:C, Ontario, CA 91761	138.00
1083-442-51	3732 E OAK CREEK DR, Unit:H, Ontario, CA 91761	138.00
1083-442-61	3736 E OAK CREEK DR, Unit:D, Ontario, CA 91761	138.00
1083-451-01	3642 S OAK CREEK DR, Unit:A, Ontario, CA 91761	138.00
1083-471-03	3856 E SALMON RIVER LN, Ontario, CA 91761	91.00
		352,145.63

City of Ontario
Community Improvement Department
2024/2025 Tax Roll Year Special Assessments
Exhibit B - Civil Penalties and/or Fines for Continued Violations

Parcel Number	Address	Amount Due
0110-022-27	1826 E ELMA ST, Ontario, CA 91761	120.00
0110-321-80	0 E INLAND EMPIRE BL, Ontario, CA 91764	3,640.00
0113-283-15	2947 S VINEYARD AV, Building:2, Ontario, CA 91761	220.00
0113-285-12	2409 S VINEYARD AV, Unit:D, Ontario, CA 91761	120.00
0113-286-09	2318 S VINEYARD AV, Building:2, Unit:B, Ontario, CA 91761	1,010.00
0113-361-54	1401 S GROVE AV, Ontario, CA 91761	500.00
0113-395-15	2161 E MAPLE PRIVADO, Ontario, CA 91761	170.00
0113-523-28	2614 S TIARA AV, Ontario, CA 91761	170.00
0113-581-12	1710 E MONTICELLO CT, Building:1, Ontario, CA 91761	120.00
0113-621-02	1510 E CEDAR ST, Ontario, CA 91761	170.00
0210-204-04	3519 E CONCOURS ST, Ontario, CA 91764	500.00
0210-204-07	0 E CONCOURS ST, Ontario, CA 91764	500.00
0210-211-43	735 N MILLIKEN AV, Unit:A, Ontario, CA 91764	220.00
0216-381-49	2616 S MILDRED PL, Ontario, CA 91761	170.00
0218-503-35	3175 E YOUNTVILLE DR, Ontario, CA 91761	50,700.00
0218-714-12	3104 E LAVENDER DR, Ontario, CA 91762	340.00
0218-881-35	3238 S CENTURION PL, Ontario, CA 91761	66,900.00
0218-972-41	2783 E KENDALL LN, Building:, Unit:, Ontario, CA 91761	320.00
1008-522-02	1118 N MOUNTAIN AV, Building:2, Ontario, CA 91762	120.00
1010-182-17	933 W EL MORADO CT, Ontario, CA 91762	120.00
1010-191-20	1048 W H ST, Ontario, CA 91762	500.00
1010-191-45	1048 W H ST, Ontario, CA 91762	500.00
1010-445-22	455 N CAMELLIA AV, Ontario, CA 91762	420.00
1010-482-05	839 W F ST, Unit:A, Ontario, CA 91762	420.00
1010-482-05	839 W F ST, Unit:B, Ontario, CA 91762	420.00
1010-493-03	816 W VESTA ST, Ontario, CA 91762	120.00
1010-494-18	833 W D ST, Ontario, CA 91762	220.00
1014-191-54	1717 S MOUNTAIN AV, Building:0, Ontario, CA 91762	120.00
1014-191-54	1745 S MOUNTAIN AV, Building:1, Ontario, CA 91762	120.00
1014-191-54	1755 S MOUNTAIN AV, Building:1, Unit:A, Ontario, CA 91762	120.00
1014-191-54	1755 S MOUNTAIN AV, Building:1, Unit:B, Ontario, CA 91762	120.00
1014-191-54	1757 S MOUNTAIN AV, Building:1, Ontario, CA 91762	120.00
1014-431-07	1916 S OAKS AV, Ontario, CA 91762	120.00
1047-201-15	1551 N ELEVENTH AV, Ontario, CA 91764	340.00
1047-243-19	311 E DEODAR ST, Ontario, CA 91764	340.00
1047-302-01	767 W LA DENEY DR, Ontario, CA 91762	220.00
1047-341-01	427 W SIXTH ST, Ontario, CA 91762	120.00
1047-473-39	1037 E FOURTH ST, Ontario, CA 91764	420.00
1047-542-02	1106 N EUCLID AV, Ontario, CA 91764	170.00
1048-013-13	712 W I ST, Ontario, CA 91762	120.00
1048-392-14	647 E E ST, Building:1, Unit:101, Ontario, CA 91764	490.00
1048-412-05	720 E F ST, Ontario, CA 91764	120.00
1048-491-42	951 E ELMA ST, Ontario, CA 91761	520.00
1048-565-11	112 W B ST, Ontario, CA 91762	120.00

City of Ontario
Community Improvement Department
2024/2025 Tax Roll Year Special Assessments
Exhibit B - Civil Penalties and/or Fines for Continued Violations

Parcel Number	Address	Amount Due
1049-043-02	219 W MAIN ST, Ontario, CA 91762	170.00
1049-111-01	316 S BON VIEW AV, Building:1, Ontario, CA 91761	500.00
1049-245-01	302 E STATE ST, Ontario, CA 91761	500.00
1049-431-16	1050 E BELMONT ST, Ontario, CA 91761	220.00
1049-502-10	656 E MAITLAND ST, Ontario, CA 91761	220.00
1049-571-10	613 W MAITLAND ST, Ontario, CA 91762	220.00
1050-081-09	232 E BUDD ST, Ontario, CA 91761	120.00
1050-081-17	119 E BUDD ST, Ontario, CA 91761	340.00
1050-081-19	1431 S EUCLID AV, Ontario, CA 91761	640.00
1050-221-09	1725 S CAMPUS AV, Ontario, CA 91761	170.00
1050-291-24	456 W FRANCIS ST, Ontario, CA 91762	760.00
1050-311-50	705 W CAMELOT CT, Ontario, CA 91762	120.00
1050-441-04	1954 S BON VIEW AV, Ontario, CA 91761	420.00
1050-553-03	614 E BIRCH CT, Ontario, CA 91761	420.00
1051-051-72	2250 S EUCLID AV, Building:1, Unit:B, Ontario, CA 91762	340.00
1052-151-05	1162 E RIVERSIDE DR, Ontario, CA 91761	760.00
1073-051-06	5048 S KENSINGTON AV, Ontario, CA 91762	104,170.00
1073-191-30	5060 S CENTENNIAL CI, Ontario, CA 91762	80,000.00
1083-061-04	2950 S ARCHIBALD AV, Ontario, CA 91761	120.00
1083-061-08	2910 S ARCHIBALD AV, Unit:A, Ontario, CA 91761	20.00
1083-061-08	2910 S ARCHIBALD AV, Unit:B, Ontario, CA 91761	20.00
1083-061-08	2910 S ARCHIBALD AV, Unit:C, Ontario, CA 91761	20.00
1083-061-08	2910 S ARCHIBALD AV, Unit:D, Ontario, CA 91761	20.00
1083-061-08	2910 S ARCHIBALD AV, Unit:E, Ontario, CA 91761	20.00
1083-061-08	2920 S ARCHIBALD AV, Unit:A, Ontario, CA 91761	20.00
1083-061-08	2920 S ARCHIBALD AV, Unit:B, Ontario, CA 91761	20.00
1083-061-08	2920 S ARCHIBALD AV, Unit:C, Ontario, CA 91761	20.00
1083-061-08	2920 S ARCHIBALD AV, Unit:D, Ontario, CA 91761	20.00
1083-061-08	2920 S ARCHIBALD AV, Unit:E, Ontario, CA 91761	20.00
1083-061-08	2920 S ARCHIBALD AV, Unit:F, Ontario, CA 91761	20.00
1083-061-08	2920 S ARCHIBALD AV, Unit:G, Ontario, CA 91761	20.00
1083-471-03	3856 E SALMON RIVER LN, Ontario, CA 91761	120.00
		323,000.00

City of Ontario
Community Improvement Department
2024/2025 Tax Roll Year Special Assessments
Exhibit C - Total Amounts per Parcel

Linked Parcels	Address	Amount Due
0108-301-14	1310 N GROVE AV, Ontario, CA 91764	138.00
0108-362-03	1488 E OLIVE ST, Ontario, CA 91764	138.00
0108-401-42	1331 E SEVENTH ST, Ontario, CA 91764	92.00
0108-412-18	1722 N DEL NORTE AV, Ontario, CA 91764	18,904.81
0108-413-07	1432 E HIGHLAND CT, Ontario, CA 91764	138.00
0108-443-04	1356 E LA DENEY DR, Ontario, CA 91764	138.00
0108-481-05	1668 E EIGHTH ST, Ontario, CA 91764	138.00
0108-501-29	1211 N EL DORADO AV, Ontario, CA 91764	1,656.00
0108-524-08	1343 N LAKE AV, Ontario, CA 91764	138.00
0108-533-28	1662 E BONNIE BRAE CT, Ontario, CA 91764	138.00
0108-534-05	1709 E BONNIE BRAE CT, Ontario, CA 91764	46.00
0108-534-10	1679 E BONNIE BRAE CT, Ontario, CA 91764	91.00
0108-543-04	1223 N MANDALAY ST, Ontario, CA 91764	138.00
0108-573-04	1735 N CORONA AV, Ontario, CA 91764	107.00
0108-573-19	1750 N MADERA AV, Ontario, CA 91764	138.00
0108-601-69	1503 N LASSEN AV, Ontario, CA 91764	347.00
0108-622-33	1830 N SACRAMENTO AV, Ontario, CA 91764	138.00
0110-013-27	512 N GROVE AV, Ontario, CA 91764	140.00
0110-013-50	1235 E D ST, Unit:1, Ontario, CA 91764	92.00
0110-013-58	1235 E D ST, Unit:9, Ontario, CA 91764	138.00
0110-013-64	1235 E D ST, Unit:15, Ontario, CA 91764	138.00
0110-013-65	1235 E D ST, Unit:16, Ontario, CA 91764	138.00
0110-013-67	1235 E D ST, Unit:18, Ontario, CA 91764	138.00
0110-022-27	1826 E ELMA ST, Ontario, CA 91761	211.00
0110-042-11	1412 E ELMA CT, Unit:A, Ontario, CA 91761	184.00
0110-042-16	1411 E ELMA CT, Unit:A, Ontario, CA 91761	552.00
0110-042-32	1437 E ELMA CT, Unit:A, Ontario, CA 91761	368.00
0110-042-37	1438 E ELMA CT, Unit:A, Ontario, CA 91761	552.00
0110-051-17	1259 E NOCTA ST, Ontario, CA 91761	276.00
0110-051-18	1253 E NOCTA ST, Ontario, CA 91761	276.00
0110-051-48	1210 E D ST, Ontario, CA 91761	92.00
0110-051-50	1222 E D ST, Ontario, CA 91761	92.00
0110-061-18	1329 E HOLT BL, Ontario, CA 91761	322.00
0110-071-06	1381 E HOLT BL, Ontario, CA 91761	140.00
0110-071-07	1381 E HOLT BL, Ontario, CA 91761	8,405.29
0110-072-13	1412 E NOCTA ST, Ontario, CA 91761	552.00
0110-144-60	1639 E G ST, Unit:101, Ontario, CA 91764	15,180.00
0110-153-10	756 N AMADOR AV, Ontario, CA 91764	138.00
0110-161-19	903 N CALAVERAS AV, Ontario, CA 91764	1,336.52
0110-202-41	905 N GLENN AV, Ontario, CA 91764	92.00
0110-241-57	1752 E G ST, Ontario, CA 91764	140.00
0110-254-18	416 N IMPERIAL AV, Unit:A	138.00
0110-254-19	416 N IMPERIAL AV, Unit:F, Ontario, CA 91764	138.00

City of Ontario
Community Improvement Department
2024/2025 Tax Roll Year Special Assessments
Exhibit C - Total Amounts per Parcel

Linked Parcels	Address	Amount Due
0110-254-63	436 N IMPERIAL AV, Unit:B, Ontario, CA 91764	138.00
0110-261-14	425 N VINEYARD AV, Ontario, CA 91764	298.00
0110-261-74	1741 E D ST, Ontario, CA 91764	138.00
0110-272-16	1346 E EL MORADO CT, Ontario, CA 91764	138.00
0110-281-11	623 N CALAVERAS AV, Building:A, Ontario, CA 91764	138.00
0110-281-15	1231 E FLORA ST, Ontario, CA 91764	138.00
0110-293-12	642 N GLENN CT, Ontario, CA 91764	138.00
0110-301-18	1221 N VINEYARD AV, Unit:1, Ontario, CA 91764	6,624.00
0110-301-19	1215 N VINEYARD AV, Ontario, CA 91764	8,280.00
0110-301-19	1221 N VINEYARD AV, Unit:100, Ontario, CA 91764	8,280.00
0110-321-80	0 E INLAND EMPIRE BL, Ontario, CA 91764	3,640.00
0110-332-01	1802 E FOURTH ST, Unit:A, Ontario, CA 91764	552.00
0110-332-02	1808 E FOURTH ST, Unit:A, Ontario, CA 91764	552.00
0110-332-03	1814 E FOURTH ST, Unit:A, Ontario, CA 91764	414.00
0110-332-19	1045 N SACRAMENTO AV, Unit:A, Ontario, CA 91764	552.00
0110-334-01	1015 N VINEYARD AV, Unit:A, Ontario, CA 91764	552.00
0110-334-07	1018 N SACRAMENTO AV, Unit:A, Ontario, CA 91764	552.00
0110-334-10	1038 N SACRAMENTO AV, Unit:A, Ontario, CA 91764	552.00
0110-334-11	1044 N SACRAMENTO AV, Unit:A, Ontario, CA 91764	552.00
0110-343-04	1778 E FOURTH ST, Ontario, CA 91764	552.00
0110-351-05	1758 E GRANADA CT, Ontario, CA 91764	138.00
0110-362-06	1853 E JAY ST, Ontario, CA 91764	138.00
0110-365-02	935 N SACRAMENTO AV, Ontario, CA 91764	138.00
0110-374-15	851 N VINEYARD AV, Ontario, CA 91764	552.00
0110-374-17	839 N VINEYARD AV, Ontario, CA 91764	552.00
0110-411-64	1722 E G ST, Unit:B, Ontario, CA 91764	92.00
0110-412-11	1636 E FLORA ST, Ontario, CA 91764	92.00
0110-423-08	927 N HUMBOLDT AV, Ontario, CA 91764	92.00
0110-431-10	750 N ARCHIBALD AV, Building:1, Unit:E, Ontario, CA 91764	1,400.22
0110-482-18	1874 E FIFTH ST, Ontario, CA 91764	184.00
0110-501-09	1321 N VINEYARD AV, Ontario, CA 91764	138.00
0113-283-15	2947 S VINEYARD AV, Building:2, Ontario, CA 91761	220.00
0113-285-12	2409 S VINEYARD AV, Unit:D, Ontario, CA 91761	120.00
0113-286-09	2318 S VINEYARD AV, Building:2, Unit:B, Ontario, CA 9176	1,010.00
0113-286-10	2336 S VINEYARD AV, Building:8, Ontario, CA 91761	91.00
0113-361-54	1401 S GROVE AV, Ontario, CA 91761	788.00
0113-395-15	2161 E MAPLE PRIVADO, Ontario, CA 91761	170.00
0113-415-36	1535 S BAKER AV, Building:1, Ontario, CA 91761	91.00
0113-523-28	2614 S TIARA AV, Ontario, CA 91761	170.00
0113-534-20	2024 E BANYAN ST, Ontario, CA 91761	138.00
0113-541-24	1939 E BROOKSIDE DR, Ontario, CA 91761	138.00
0113-541-38	2708 S INVERNESS CT, Ontario, CA 91761	46.00
0113-581-12	1710 E MONTICELLO CT, Building:1, Ontario, CA 91761	120.00
0113-621-02	1510 E CEDAR ST, Ontario, CA 91761	170.00

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Exhibit C - Total Amounts per Parcel

Linked Parcels	Address	Amount Due
0209-381-48	2121 E CAROLINE DR, Ontario, CA 91764	46.00
0209-421-79	1850 N VINEYARD AV, Unit:E, Ontario, CA 91764	138.00
0209-422-53	1814 N VINEYARD AV, Unit:G, Ontario, CA 91764	138.00
0209-424-35	1818 N SOLANO AV, Ontario, CA 91764	138.00
0210-182-58	0 N HAVEN AV, Ontario, CA 91764	140.00
0210-182-60	0 N HAVEN AV, Ontario, CA 91764	140.00
0210-182-61	0 N HAVEN AV, Ontario, CA 91764	140.00
0210-192-25	0 E GUASTI RD, Ontario, CA 91761	140.00
0210-193-14	3480 SHELBY ST E	140.00
0210-204-04	3519 E CONCOURS ST, Ontario, CA 91764	788.00
0210-204-07	0 E CONCOURS ST, Ontario, CA 91764	788.00
0210-204-37	0 E FOURTH ST, Ontario, CA 91764	140.00
0210-211-43	735 N MILLIKEN AV, Unit:A, Ontario, CA 91764	311.00
0210-212-60	0 E GUASTI RD, Ontario, CA 91761	140.00
0210-291-21	1735 E LA DENEY DR, Ontario, CA 91764	138.00
0210-292-36	1643 E HAWTHORNE ST, Ontario, CA 91764	92.00
0210-301-29	1421 N BALBOA AV, Ontario, CA 91764	138.00
0210-301-38	1444 N BARRANCA AV, Ontario, CA 91764	138.00
0210-321-60	1302 N BALBOA AV, Ontario, CA 91764	187.00
0210-351-27	1938 E FIFTH ST, Ontario, CA 91764	138.00
0210-351-32	1948 E FIFTH ST, Ontario, CA 91764	138.00
0210-354-02	2035 E YALE ST, Ontario, CA 91764	138.00
0210-354-06	2043 E YALE ST, Ontario, CA 91764	138.00
0210-354-27	2024 E FIFTH ST, Ontario, CA 91764	138.00
0210-401-01	1015 N ARCHIBALD AV, Unit:A, Ontario, CA 91764	4,830.00
0210-401-02	1017 N ARCHIBALD AV, Unit:A, Ontario, CA 91764	6,624.00
0210-401-05	1001 N ARCHIBALD AV, Unit:A, Ontario, CA 91764	5,796.00
0210-411-11	3240 E TRIUMPH LN, Unit:1, Ontario, CA 91764	552.00
0210-411-14	3251 E TRIUMPH LN, Unit:1, Ontario, CA 91764	552.00
0210-411-15	3241 E TRIUMPH LN, Unit:1, Ontario, CA 91764	552.00
0210-411-28	721 N CORVETTE DR, Unit:1, Ontario, CA 91764	552.00
0210-411-29	713 N CORVETTE DR, Unit:1, Ontario, CA 91764	552.00
0210-411-33	3152 E TRIUMPH LN, Unit:1, Ontario, CA 91764	184.00
0210-411-41	730 N TURNER AV, Unit:1, Ontario, CA 91764	552.00
0210-411-42	740 N TURNER AV, Unit:1, Ontario, CA 91764	552.00
0210-411-44	820 N TURNER AV, Unit:1, Ontario, CA 91764	552.00
0210-421-02	3107 E JAGUAR WY, Ontario, CA 91764	184.00
0210-421-35	904 N TURNER AV, Building:3, Unit:18, Ontario, CA 91764	138.00
0210-431-34	1018 N TURNER AV, Building:22, Unit:126, Ontario, CA 91764	138.00
0210-431-77	1054 N TURNER AV, Building:29, Unit:167, Ontario, CA 91764	138.00
0210-432-02	1048 N TURNER AV, Building:33, Unit:188, Ontario, CA 91764	138.00
0210-433-09	1002 N TURNER AV, Building:47, Unit:279, Ontario, CA 91764	138.00
0210-433-31	1012 N TURNER AV, Building:42, Unit:246, Ontario, CA 91764	138.00
0210-531-03	950 N DUESENBERG DR, Ontario, CA 91764	62,560.00

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Linked Parcels	Address	Amount Due
0210-651-18	2985 E VIA CORVINA, Ontario, CA 91764	138.00
0211-222-43	401 S DOUBLEDAY AV, Ontario, CA 91761	91.00
0216-013-39	2362 S AUGUSTA PL, Ontario, CA 91761	138.00
0216-172-04	0 S COMET AV, Ontario, CA 91761	140.00
0216-174-16	8815 E RIVERSIDE DR, Ontario, CA 91761	138.00
0216-283-06	2833 S AUGUSTA AV, Ontario, CA 91761	138.00
0216-313-09	0 S WALKER AV, Ontario, CA 91761	140.00
0216-314-01	0 E EDISON AV, Ontario, CA 91761	140.00
0216-331-03	2643 S WALKER AV, Ontario, CA 91761	138.00
0216-351-55	2419 S MILDRED PL, Ontario, CA 91761	138.00
0216-361-31	2402 S IMPERIAL PL, Ontario, CA 91761	138.00
0216-361-67	1483 E FAIRFIELD CT, Ontario, CA 91761	138.00
0216-381-49	2616 S MILDRED PL, Ontario, CA 91761	170.00
0216-391-11	1462 E TAM O'SHANTER ST, Ontario, CA 91761	91.00
0216-391-34	1473 E BERMUDA DUNES ST, Ontario, CA 91761	138.00
0216-391-66	1466 E BERMUDA DUNES ST, Ontario, CA 91761	710.62
0216-401-22	1720 E OAK HILL CT, Ontario, CA 91761	138.00
0216-411-26	1713 E FAIRFIELD CT, Unit:1, Ontario, CA 91761	368.00
0216-411-28	1701 E FAIRFIELD CT, Unit:1, Ontario, CA 91761	414.00
0216-421-54	1649 E FAIRFIELD ST, Unit:1, Ontario, CA 91761	552.00
0216-421-72	1501 E FAIRFIELD ST, Unit:1, Ontario, CA 91761	552.00
0216-431-04	1520 E BANYAN ST, Ontario, CA 91761	92.00
0216-431-23	1544 E CHERRY HILL ST, Ontario, CA 91761	138.00
0216-431-36	2525 S CASTLE HARBOUR AV, Ontario, CA 91761	138.00
0216-461-06	1218 E DORAL CT, Ontario, CA 91761	138.00
0216-481-08	1401 E DEERFIELD ST, Ontario, CA 91761	92.00
0216-491-29	1438 E COTTONWOOD ST, Ontario, CA 91761	46.00
0216-491-66	1450 E MERION CT, Ontario, CA 91761	138.00
0218-101-04	0 E RIVERSIDE DR, Ontario, CA 91761	140.00
0218-101-05	0 E RIVERSIDE DR, Ontario, CA 91761	140.00
0218-101-06	0 E RIVERSIDE DR, Ontario, CA 91761	140.00
0218-111-04	0 S ONTARIO AV, Ontario, CA 91761	847.00
0218-111-45	13213 S ONTARIO AV, Ontario, CA 91761	276.00
0218-111-56	9510 E CHINO AV, Ontario, CA 91761	138.00
0218-151-37	13888 S HAVEN AV, Ontario, CA 91761	140.00
0218-161-10	0 S HAVEN AV, Ontario, CA 91761	140.00
0218-202-03	3071 E SILVER SKY DR, Building:, Unit:, Ontario, CA 91762	1,264.40
0218-312-06	11091 E EDISON AV, Ontario, CA 91762	140.00
0218-503-35	3175 E YOUNTVILLE DR, Ontario, CA 91761	50,700.00
0218-714-12	3104 E LAVENDER DR, Ontario, CA 91762	340.00
0218-751-54	2909 E BLACK HORSE DR, Ontario, CA 91761	138.00
0218-761-81	3652 S BURNING TREE DR, Ontario, CA 91761	138.00
0218-791-02	3708 S WRANGLER PL, Ontario, CA 91761	138.00
0218-791-60	2820 E BIG RANGE RD, Ontario, CA 91761	138.00

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Linked Parcels	Address	Amount Due
0218-862-34	3102 S ROCKY LN, Ontario, CA 91761	138.00
0218-881-35	3238 S CENTURION PL, Ontario, CA 91761	67,417.31
0218-911-01	2943 E THOROUGHBRED ST, Ontario, CA 91761	886.79
0218-972-41	2783 E KENDALL LN, Building:, Unit:, Ontario, CA 91761	320.00
0238-152-02	0 E SCE EASEMENT, Ontario, CA 91761	140.00
0238-152-25	2060 S WINEVILLE AV, Building:1, Unit:A, Ontario, CA 91761	327.00
0238-221-14	950 S WANAMAKER AV, Ontario, CA 91761	1,129.40
1008-411-03	1422 W ARMSLEY SQ, Ontario, CA 91762	138.00
1008-422-27	1516 W HAWTHORNE ST, Ontario, CA 91762	138.00
1008-431-23	1133 W SIXTH ST, Ontario, CA 91762	127.00
1008-503-04	947 W YALE ST, Ontario, CA 91762	138.00
1008-511-04	951 W PRINCETON ST, Ontario, CA 91762	138.00
1008-522-02	1118 N MOUNTAIN AV, Building:2, Ontario, CA 91762	120.00
1008-552-04	1324 W HARVARD PL, Ontario, CA 91762	138.00
1008-712-02	1307 N ELDERBERRY AV, Ontario, CA 91762	138.00
1008-712-52	1403 N ELDERBERRY AV, Ontario, CA 91762	138.00
1010-093-09	1521 W J ST, Ontario, CA 91762	138.00
1010-093-12	1503 W J ST, Ontario, CA 91762	138.00
1010-095-11	957 N JASMINE AV, Ontario, CA 91762	138.00
1010-113-20	960 N OAKS AV, Ontario, CA 91762	138.00
1010-114-06	929 N FUCHSIA AV, Ontario, CA 91762	138.00
1010-131-12	1248 W J ST, Ontario, CA 91762	552.00
1010-131-24	1217 W ROSEWOOD CT, Ontario, CA 91762	414.00
1010-131-44	1227 W FOURTH ST, Ontario, CA 91762	552.00
1010-131-45	1221 W FOURTH ST, Ontario, CA 91762	552.00
1010-154-21	956 W I ST, Ontario, CA 91762	138.00
1010-174-05	839 W EL MORADO CT, Ontario, CA 91762	138.00
1010-174-19	846 W G ST, Ontario, CA 91762	138.00
1010-181-01	969 W H ST, Ontario, CA 91762	138.00
1010-182-04	737 N PALMETTO AV, Ontario, CA 91762	552.00
1010-182-07	1029 W EL MORADO CT, Ontario, CA 91762	690.00
1010-182-08	1023 W EL MORADO CT, Ontario, CA 91762	368.00
1010-182-17	933 W EL MORADO CT, Ontario, CA 91762	120.00
1010-182-25	932 W G ST, Ontario, CA 91762	138.00
1010-191-17	817 N PALMETTO AV, Ontario, CA 91762	828.00
1010-191-18	813 N PALMETTO AV, Ontario, CA 91762	828.00
1010-191-20	1048 W H ST, Ontario, CA 91762	788.00
1010-191-30	1025 W I ST, Ontario, CA 91762	953.01
1010-191-45	1048 W H ST, Ontario, CA 91762	788.00
1010-192-16	1023 W GRANADA CT, Ontario, CA 91762	276.00
1010-411-10	616 N IRIS CT, Ontario, CA 91762	138.00
1010-413-02	1543 W FLORA ST, Ontario, CA 91762	138.00
1010-422-04	1424 W E ST, Ontario, CA 91762	46.00
1010-422-27	1453 W FAWN ST, Ontario, CA 91762	138.00

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Exhibit C - Total Amounts per Parcel

Linked Parcels	Address	Amount Due
1010-433-12	1356 W FAWN ST, Ontario, CA 91762	138.00
1010-445-22	455 N CAMELLIA AV, Ontario, CA 91762	420.00
1010-452-15	510 N BEGONIA AV, Ontario, CA 91762	138.00
1010-465-06	1007 W F ST, Ontario, CA 91762	414.00
1010-482-05	839 W F ST, Unit:A, Ontario, CA 91762	420.00
1010-482-05	839 W F ST, Unit:B, Ontario, CA 91762	420.00
1010-493-03	816 W VESTA ST, Ontario, CA 91762	120.00
1010-494-18	833 W D ST, Ontario, CA 91762	220.00
1010-501-53	133 N ALPINE CT, Ontario, CA 91762	138.00
1010-512-18	939 W HOLLOWELL ST, Ontario, CA 91762	138.00
1010-521-01	1161 W VESTA ST, Unit:A, Ontario, CA 91762	368.00
1010-521-04	308 N CAMELLIA AV, Unit:A, Ontario, CA 91762	552.00
1010-521-05	312 N CAMELLIA AV, Unit:A, Ontario, CA 91762	552.00
1010-521-08	1147 W D ST, Unit:A, Ontario, CA 91762	552.00
1010-521-09	1141 W D ST, Unit:A, Ontario, CA 91762	552.00
1010-521-17	210 N BEGONIA AV, Unit:A, Ontario, CA 91762	552.00
1010-521-30	151 N MOUNTAIN AV, Ontario, CA 91762	501.00
1010-521-40	1130 W STONERIDGE CT, Unit:A, Ontario, CA 91762	690.00
1010-522-02	1155 W STONERIDGE CT, Ontario, CA 91762	276.00
1010-522-07	1131 W STONERIDGE CT, Unit:1, Ontario, CA 91762	1,472.00
1010-522-08	1125 W STONERIDGE CT, Unit:1, Ontario, CA 91762	2,208.00
1010-541-12	251 N ELDERBERRY AV, Unit:1, Ontario, CA 91762	2,760.00
1010-543-24	1265 W STONERIDGE CT, Unit:1, Ontario, CA 91762	1,380.00
1010-552-21	1505 W STONERIDGE CT, Unit:A, Ontario, CA 91762	1,104.00
1010-552-31	1415 W STONERIDGE CT, Unit:A, Ontario, CA 91762	920.00
1010-561-28	1433 W D ST, Ontario, CA 91762	92.00
1011-141-31	905 W BROOKS ST, Ontario, CA 91762	601.03
1011-181-04	1140 W MISSION BL, Ontario, CA 91762	138.00
1011-361-19	1411 W MISSION BL, Ontario, CA 91762	140.00
1011-371-03	847 S OAKS AV, Ontario, CA 91762	138.00
1011-372-14	1309 W MISSION BL, Unit:108, Ontario, CA 91762	138.00
1011-373-04	1309 W MISSION BL, Unit:50, Ontario, CA 91762	138.00
1011-373-26	1309 W MISSION BL, Unit:80, Ontario, CA 91762	46.00
1011-373-40	1309 W MISSION BL, Unit:94, Ontario, CA 91762	138.00
1011-381-33	821 S MAGNOLIA AV, Unit:A, Ontario, CA 91762	138.00
1011-382-20	837 S MOUNTAIN AV, Ontario, CA 91762	138.00
1011-382-62	850 S PALMETTO AV, Ontario, CA 91762	138.00
1011-382-63	852 S PALMETTO AV, Ontario, CA 91762	138.00
1011-382-64	854 S PALMETTO AV, Ontario, CA 91762	138.00
1011-391-69	941 W MISSION BL, Building:2, Unit:G, Ontario, CA 91762	656.79
1011-396-06	821 S GRANITE PRIVADO, Ontario, CA 91762	138.00
1011-401-27	1031 S PALMETTO AV, Building:S, Unit:4, Ontario, CA 91762	138.00
1011-401-42	871 W MAITLAND PRIVADO, Ontario, CA 91762	138.00
1011-401-68	1031 S PALMETTO AV, Building:R, Unit:1, Ontario, CA 91762	138.00

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Exhibit C - Total Amounts per Parcel

Linked Parcels	Address	Amount Due
1011-411-56	1078 S MOUNTAIN AV, Ontario, CA 91762	138.00
1011-415-12	1068 W RALSTON ST, Ontario, CA 91762	138.00
1011-415-50	945 S MOUNTAIN AV, Ontario, CA 91762	138.00
1011-542-16	1033 W SUNSONG CT, Ontario, CA 91762	138.00
1011-544-03	1114 W RALSTON ST, Ontario, CA 91762	414.00
1011-552-04	1224 S CYPRESS AV, Unit:D, Ontario, CA 91762	138.00
1011-552-29	1218 S CYPRESS AV, Unit:B, Ontario, CA 91762	138.00
1011-552-48	1206 S CYPRESS AV, Unit:G, Ontario, CA 91762	138.00
1011-571-44	1150 W PHILLIPS ST, Unit:229, Ontario, CA 91762	92.00
1011-572-11	1052 W ECLIPSE CT, Ontario, CA 91762	138.00
1011-573-07	1327 S PINE AV, Ontario, CA 91762	138.00
1014-111-11	1551 S OAKS AV, Ontario, CA 91762	138.00
1014-111-16	1520 S MAGNOLIA AV, Ontario, CA 91762	92.00
1014-131-63	1520 S AZALEA AV, Ontario, CA 91762	93.00
1014-141-11	1458 S PALMETTO AV, Ontario, CA 91762	46.00
1014-141-32	1439 S PINE AV, Ontario, CA 91762	138.00
1014-141-60	1053 W EUCALYPTUS CT, Ontario, CA 91762	138.00
1014-141-71	1045 W JACARANDA ST, Ontario, CA 91762	138.00
1014-161-05	1507 S PALMETTO AV, Ontario, CA 91762	46.00
1014-172-16	1656 S GRANITE AV, Ontario, CA 91762	46.00
1014-191-54	1717 S MOUNTAIN AV, Building:0, Ontario, CA 91762	120.00
1014-191-54	1745 S MOUNTAIN AV, Building:1, Ontario, CA 91762	120.00
1014-191-54	1755 S MOUNTAIN AV, Building:1, Unit:A, Ontario, CA 91762	120.00
1014-191-54	1755 S MOUNTAIN AV, Building:1, Unit:B, Ontario, CA 91762	120.00
1014-191-54	1757 S MOUNTAIN AV, Building:1, Ontario, CA 91762	120.00
1014-211-08	1228 W FRANCIS ST, Ontario, CA 91762	276.00
1014-211-09	1240 W FRANCIS ST, Ontario, CA 91762	276.00
1014-211-13	1320 W FRANCIS ST, Ontario, CA 91762	138.00
1014-431-07	1916 S OAKS AV, Ontario, CA 91762	120.00
1014-462-40	1915 S MOUNTAIN AV, Unit:10, Ontario, CA 91762	138.00
1014-462-48	1915 S MOUNTAIN AV, Unit:7, Ontario, CA 91762	138.00
1014-471-35	1119 W FRANCIS ST, Unit:E, Ontario, CA 91762	138.00
1014-472-10	1860 S PALMETTO AV, Ontario, CA 91762	1,518.00
1014-472-35	1051 W FRANCIS ST, Unit:D, Ontario, CA 91762	138.00
1014-512-20	926 W PHILADELPHIA ST, Building:G, Unit:32, Ontario, CA 91762	138.00
1014-512-35	926 W PHILADELPHIA ST, Building:I, Unit:47, Ontario, CA 91762	138.00
1014-521-25	1134 W PHILADELPHIA ST, Ontario, CA 91762	138.00
1014-523-20	2066 S MOUNTAIN AV, Ontario, CA 91762	138.00
1014-531-09	2061 S MAGNOLIA AV, Ontario, CA 91762	92.00
1014-531-38	2037 S MAGNOLIA AV, Ontario, CA 91762	138.00
1014-532-16	1039 W LARODA CT, Ontario, CA 91762	138.00
1014-571-12	2049 S BENSON AV, Ontario, CA 91762	46.00
1015-131-56	1126 W PINEWOOD LN, Ontario, CA 91762	92.00
1015-131-64	1137 W PINEWOOD LN, Ontario, CA 91762	138.00

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Linked Parcels	Address	Amount Due
1015-201-46	2321 S MAGNOLIA AV, Building:8, Unit:A, Ontario, CA 91762	138.00
1047-141-18	1831 N VIRGINIA AV, Ontario, CA 91764	138.00
1047-143-01	1235 E EIGHTH ST, Ontario, CA 91764	140.00
1047-151-07	1152 E SEVENTH ST, Ontario, CA 91764	138.00
1047-171-12	1554 N ELEVENTH AV, Unit:A, Ontario, CA 91764	552.00
1047-172-02	916 E DEODAR ST, Unit:A, Ontario, CA 91764	1,932.00
1047-172-08	1525 N HOLMES AV, Unit:1, Ontario, CA 91764	276.00
1047-172-18	944 E DEODAR ST, Unit:1, Ontario, CA 91764	828.00
1047-201-15	1551 N ELEVENTH AV, Ontario, CA 91764	340.00
1047-243-19	311 E DEODAR ST, Ontario, CA 91764	340.00
1047-302-01	767 W LA DENEY DR, Ontario, CA 91762	220.00
1047-311-36	668 W LA DENEY DR, Ontario, CA 91762	46.00
1047-321-72	667 W HAWTHORNE ST, Ontario, CA 91762	138.00
1047-331-04	120 W BONNIE BRAE CT, Ontario, CA 91762	230.00
1047-332-01	231 W BONNIE BRAE CT, Ontario, CA 91762	138.00
1047-341-01	427 W SIXTH ST, Ontario, CA 91762	211.00
1047-371-12	634 E HAWTHORNE ST, Ontario, CA 91764	138.00
1047-382-11	634 E SIXTH ST, Ontario, CA 91764	138.00
1047-391-02	1408 N CAMPUS AV, Ontario, CA 91764	138.00
1047-393-12	1424 N HOPE AV, Ontario, CA 91764	138.00
1047-401-06	728 E HAWTHORNE ST, Ontario, CA 91764	138.00
1047-411-20	1015 E FIFTH ST, Ontario, CA 91764	138.00
1047-424-02	962 E SIXTH ST, Ontario, CA 91764	138.00
1047-424-08	1024 E SIXTH ST, Ontario, CA 91764	138.00
1047-432-01	1116 E SIXTH ST, Building:1, Unit:A, Ontario, CA 91764	1,564.00
1047-432-07	1129 E LA DENEY CT, Ontario, CA 91764	614.03
1047-432-20	1407 N VIRGINIA AV, Ontario, CA 91764	276.00
1047-433-08	1436 N VIRGINIA AV, Ontario, CA 91764	276.00
1047-433-11	1202 E SIXTH ST, Ontario, CA 91764	552.00
1047-433-12	1208 E SIXTH ST, Ontario, CA 91764	552.00
1047-441-12	1314 N VIRGINIA AV, Ontario, CA 91764	552.00
1047-442-02	1347 N PARKSIDE AV, Ontario, CA 91764	368.00
1047-451-10	1105 E PRINCETON ST, Ontario, CA 91764	138.00
1047-462-17	1203 E FOURTH ST, Ontario, CA 91764	276.00
1047-471-17	937 E HARVARD PL, Ontario, CA 91764	138.00
1047-473-15	1054 E PRINCETON ST, Ontario, CA 91764	667.00
1047-473-39	1037 E FOURTH ST, Ontario, CA 91764	420.00
1047-493-13	837 E YALE ST, Ontario, CA 91764	138.00
1047-493-16	848 E YALE ST, Ontario, CA 91764	46.00
1047-512-37	547 E FOURTH ST, Ontario, CA 91764	138.00
1047-521-06	639 E PRINCETON ST, Ontario, CA 91764	138.00
1047-542-02	1106 N EUCLID AV, Ontario, CA 91764	170.00
1047-594-13	1228 N GRANITE AV, Ontario, CA 91762	138.00
1047-594-52	730 W FOURTH ST, Ontario, CA 91762	138.00

City of Ontario
Community Improvement Department
2024/2025 Tax Roll Year Special Assessments
Exhibit C - Total Amounts per Parcel

Linked Parcels	Address	Amount Due
1048-011-27	720 W ROSEWOOD CT, Ontario, CA 91762	46.00
1048-013-13	712 W I ST, Ontario, CA 91762	120.00
1048-032-33	614 W I ST, Ontario, CA 91762	138.00
1048-041-04	407 W J ST, Ontario, CA 91762	1,104.00
1048-041-09	331 W J ST, Ontario, CA 91762	138.00
1048-041-29	418 W I ST, Unit:A, Ontario, CA 91762	690.00
1048-043-01	213 W J ST, Ontario, CA 91762	138.00
1048-043-17	132 W I ST, Unit:A, Ontario, CA 91762	276.00
1048-051-05	1053 N LAUREL AV, Ontario, CA 91762	138.00
1048-052-14	132 W J ST, Ontario, CA 91762	140.00
1048-052-26	125 W FOURTH ST, Unit:1, Ontario, CA 91762	1,886.00
1048-071-42	215 E PLAZA SERENA ST, Ontario, CA 91764	276.00
1048-081-04	518 E J ST, Ontario, CA 91764	138.00
1048-082-35	615 E I ST, Ontario, CA 91764	138.00
1048-082-49	908 N SULTANA AV, Ontario, CA 91764	276.00
1048-092-24	501 E J ST, Ontario, CA 91764	138.00
1048-093-04	622 E FOURTH ST, Ontario, CA 91764	138.00
1048-093-22	647 E J ST, Ontario, CA 91764	92.00
1048-102-20	711 E J ST, Unit:A, Ontario, CA 91764	138.00
1048-102-21	709 E J ST, Ontario, CA 91764	138.00
1048-123-17	1023 E I ST, Ontario, CA 91764	327.00
1048-124-19	1046 E I ST, Ontario, CA 91764	138.00
1048-132-08	952 E ROSEWOOD CT, Ontario, CA 91764	1,322.72
1048-133-06	940 E J ST, Ontario, CA 91764	138.00
1048-161-28	821 N ALAMEDA AV, Ontario, CA 91764	138.00
1048-162-19	846 N VIRGINIA AV, Ontario, CA 91764	138.00
1048-172-22	801 N CUCAMONGA AV, Ontario, CA 91764	138.00
1048-181-23	933 E H ST, Ontario, CA 91764	138.00
1048-191-19	724 N GREENWOOD AV, Ontario, CA 91764	138.00
1048-201-17	759 E G ST, Ontario, CA 91764	138.00
1048-202-18	763 E EL MORADO CT, Ontario, CA 91764	138.00
1048-211-20	859 E GRANADA CT, Ontario, CA 91764	996.98
1048-211-31	807 E GRANADA CT, Ontario, CA 91764	241.00
1048-212-01	802 E GRANADA CT, Ontario, CA 91764	138.00
1048-221-51	515 E GRANADA CT, Ontario, CA 91764	138.00
1048-222-23	813 N CAMPUS AV, Ontario, CA 91764	276.00
1048-233-07	636 E H ST, Ontario, CA 91764	91.00
1048-234-12	662 E EL MORADO CT, Ontario, CA 91764	92.00
1048-241-07	210 E H ST, Ontario, CA 91764	276.00
1048-243-19	303 E G ST, Ontario, CA 91764	276.00
1048-251-26	423 E GRANADA CT, Ontario, CA 91764	138.00
1048-251-36	303 E GRANADA CT, Ontario, CA 91764	92.00
1048-261-44	423 W I ST, Ontario, CA 91762	414.00
1048-262-26	322 W H ST, Ontario, CA 91762	276.00

Linked Parcels	Address	Amount Due
1048-271-46	207 W H ST, Unit:102B, Ontario, CA 91762	13,478.00
1048-282-15	740 N SAN ANTONIO AV, Ontario, CA 91762	138.00
1048-291-20	509 W I ST, Ontario, CA 91762	184.00
1048-292-03	651 W GRANADA CT, Ontario, CA 91762	138.00
1048-302-01	767 W GRANADA CT, Ontario, CA 91762	138.00
1048-331-04	443 N BEVERLY SQ, Ontario, CA 91762	276.00
1048-332-10	507 N VINE AV, Ontario, CA 91762	138.00
1048-332-21	548 W D ST, Ontario, CA 91762	828.00
1048-332-25	404 N BEVERLY SQ, Ontario, CA 91762	138.00
1048-362-04	515 N LEMON AV, Ontario, CA 91764	1,002.00
1048-371-06	328 E G ST, Ontario, CA 91764	138.00
1048-371-20	626 N PLUM AV, Ontario, CA 91764	138.00
1048-372-03	312 E F ST, Ontario, CA 91764	276.00
1048-372-04	318 E F ST, Unit:2, Ontario, CA 91764	414.00
1048-372-07	511 N CHERRY AV, Ontario, CA 91764	138.00
1048-372-08	507 N CHERRY AV, Ontario, CA 91764	276.00
1048-372-13	309 E E ST, Ontario, CA 91764	276.00
1048-373-11	307 E D ST, Ontario, CA 91764	414.00
1048-374-02	408 E E ST, Ontario, CA 91764	276.00
1048-374-05	422 E E ST, Ontario, CA 91764	138.00
1048-374-06	428 E E ST, Ontario, CA 91764	690.00
1048-382-09	556 E F ST, Ontario, CA 91764	46.00
1048-392-11	607 E E ST, Ontario, CA 91764	276.00
1048-392-14	647 E E ST, Building:1, Unit:101, Ontario, CA 91764	490.00
1048-401-02	757 E E ST, Ontario, CA 91764	138.00
1048-402-25	709 E D ST, Ontario, CA 91764	276.00
1048-411-21	753 E F ST, Ontario, CA 91764	276.00
1048-411-26	729 E F ST, Ontario, CA 91764	414.00
1048-412-05	720 E F ST, Ontario, CA 91764	211.00
1048-421-02	500 N ALLYN AV, Ontario, CA 91764	138.00
1048-431-01	1051 E D ST, Ontario, CA 91764	1,374.00
1048-432-22	624 N FLORENCE AV, Ontario, CA 91764	138.00
1048-432-27	1012 E G ST, Ontario, CA 91764	138.00
1048-432-30	613 N HOLMES AV, Ontario, CA 91764	276.00
1048-441-13	1121 E D ST, Unit:A, Ontario, CA 91764	138.00
1048-443-01	413 N CUCAMONGA AV, Ontario, CA 91764	414.00
1048-451-14	417 N GROVE AV, Ontario, CA 91764	276.00
1048-451-24	504 N PARKSIDE AV, Ontario, CA 91764	552.00
1048-451-34	603 N GROVE AV, Ontario, CA 91764	138.00
1048-451-35	545 N GROVE AV, Ontario, CA 91764	138.00
1048-451-36	541 N GROVE AV, Ontario, CA 91764	138.00
1048-451-37	537 N GROVE AV, Ontario, CA 91764	138.00
1048-451-38	605 N GROVE AV, Ontario, CA 91764	138.00
1048-451-39	601 N GROVE AV, Ontario, CA 91764	138.00

Linked Parcels	Address	Amount Due
1048-451-40	543 N GROVE AV, Ontario, CA 91764	138.00
1048-451-41	539 N GROVE AV, Ontario, CA 91764	138.00
1048-451-45	533 N GROVE AV, Ontario, CA 91764	138.00
1048-452-01	1136 E FLORA ST, Ontario, CA 91764	552.00
1048-461-06	1102 E D ST, Ontario, CA 91761	276.00
1048-461-17	1063 E ELMA ST, Ontario, CA 91761	92.00
1048-462-04	1102 E ELMA ST, Unit:A, Ontario, CA 91761	276.00
1048-462-08	1115 E NOCTA ST, Unit:A, Ontario, CA 91761	414.00
1048-462-09	1111 E NOCTA ST, Unit:A, Ontario, CA 91761	138.00
1048-462-13	1091 E NOCTA ST, Unit:A, Ontario, CA 91761	414.00
1048-463-35	1162 E ELMA ST, Ontario, CA 91761	414.00
1048-463-45	1153 E ELMA ST, Ontario, CA 91761	276.00
1048-463-51	1159 E NOCTA ST, Ontario, CA 91761	138.00
1048-471-02	1092 E NOCTA ST, Ontario, CA 91761	552.00
1048-471-14	1117 E HOLT BL, Ontario, CA 91761	140.00
1048-471-20	1104 E NOCTA ST, Ontario, CA 91761	140.00
1048-472-12	1160 E NOCTA ST, Ontario, CA 91761	552.00
1048-472-13	1164 E NOCTA ST, Ontario, CA 91761	552.00
1048-491-42	951 E ELMA ST, Ontario, CA 91761	520.00
1048-492-22	1036 E ELMA ST, Ontario, CA 91761	138.00
1048-502-06	319 N BERLYN AV, Ontario, CA 91761	138.00
1048-505-16	811 E NOCTA ST, Ontario, CA 91761	414.00
1048-505-18	803 E NOCTA ST, Ontario, CA 91761	138.00
1048-505-19	312 N BERLYN AV, Ontario, CA 91761	138.00
1048-511-06	718 E NOCTA ST, Ontario, CA 91761	138.00
1048-511-28	837 E WILLOW ST, Ontario, CA 91761	138.00
1048-512-17	745 E HOLT BL, Ontario, CA 91761	276.00
1048-521-05	528 E NOCTA ST, Ontario, CA 91764	138.00
1048-523-02	546 NOCTA ST E, Ontario, CA 91761	276.00
1048-523-15	111 N MONTEREY AV, Ontario, CA 91761	140.00
1048-523-17	541 E HOLT BL, Ontario, CA 91761	91.00
1048-524-18	116 N MONTEREY AV, Ontario, CA 91761	138.00
1048-531-04	516 E D ST, Unit:A, Ontario, CA 91761	92.00
1048-534-02	638 E D ST, Ontario, CA 91761	138.00
1048-534-12	301 N CAMPUS AV, Unit:1, Ontario, CA 91761	552.00
1048-534-15	225 N CAMPUS AV, Ontario, CA 91761	276.00
1048-565-11	112 W B ST, Ontario, CA 91762	120.00
1048-566-07	303 N EUCLID AV, Building:1, Ontario, CA 91762	547.00
1048-571-02	423 W D ST, Ontario, CA 91762	138.00
1048-571-04	411 W D ST, Unit:A, Ontario, CA 91762	276.00
1048-572-09	412 W B ST, Unit:A, Ontario, CA 91762	414.00
1048-574-05	307 W B ST, Unit:1, Ontario, CA 91762	1,304.03
1048-575-02	319 W C ST, Ontario, CA 91762	414.00
1048-575-05	307 W C ST, Ontario, CA 91762	414.00

City of Ontario
Community Improvement Department
2024/2025 Tax Roll Year Special Assessments
Exhibit C - Total Amounts per Parcel

Linked Parcels	Address	Amount Due
1048-575-16	222 N FERN AV, Ontario, CA 91762	138.00
1048-581-53	628 W VESTA ST, Ontario, CA 91762	644.00
1048-581-74	535 W D ST, Unit:H, Ontario, CA 91762	138.00
1048-592-13	525 W VESTA ST, Ontario, CA 91762	184.00
1048-592-14	517 W VESTA ST, Ontario, CA 91762	690.00
1048-602-20	736 W VESTA ST, Ontario, CA 91762	138.00
1048-603-22	754 W B ST, Ontario, CA 91762	138.00
1049-011-03	751 W HOLT BL, Ontario, CA 91762	414.00
1049-021-03	634 W BROOKS ST, Unit:10, Ontario, CA 91762	966.00
1049-021-04	625 W HOLT BL, Ontario, CA 91762	690.00
1049-022-20	528 W EMPORIA ST, Ontario, CA 91762	20.00
1049-043-02	219 W MAIN ST, Ontario, CA 91762	401.00
1049-043-03	211 W MAIN ST, Ontario, CA 91762	140.00
1049-091-09	203 S SULTANA AV, Ontario, CA 91761	138.00
1049-094-06	121 S MALCOLM AV, Ontario, CA 91761	138.00
1049-101-05	730 E HOLT BL, Building:1, Unit:1, Ontario, CA 91761	690.00
1049-101-34	767 E EMPORIA ST, Ontario, CA 91761	46.00
1049-102-18	824 E EMPORIA ST, Ontario, CA 91761	1,029.45
1049-111-01	316 S BON VIEW AV, Building:1, Ontario, CA 91761	788.00
1049-201-07	439 S CAMPUS AV, Ontario, CA 91761	140.00
1049-202-09	411 S CALDWELL AV, Ontario, CA 91761	140.00
1049-231-11	552 E STATE ST, Ontario, CA 91761	140.00
1049-242-03	521 S EUCLID AV, Ontario, CA 91761	138.00
1049-242-04	515 S EUCLID AV, Ontario, CA 91761	414.00
1049-242-11	516 S LEMON AV, Ontario, CA 91761	140.00
1049-243-08	428 S PLUM AV, Ontario, CA 91761	92.00
1049-245-01	302 E STATE ST, Ontario, CA 91761	788.00
1049-246-07	322 PARK ST E, Ontario, CA 91761	138.00
1049-247-07	428 S SULTANA AV, Unit:A, Ontario, CA 91761	276.00
1049-247-10	411 E PARK ST, Ontario, CA 91761	138.00
1049-254-09	211 E CALIFORNIA ST, Ontario, CA 91761	138.00
1049-258-12	407 E CALIFORNIA ST, Ontario, CA 91761	138.00
1049-261-02	425 W SUNKIST ST, Ontario, CA 91762	92.00
1049-266-03	215 W NEVADA ST, Ontario, CA 91762	46.00
1049-272-06	403 W PARK ST, Ontario, CA 91762	46.00
1049-274-09	520 S PALM AV, Ontario, CA 91762	276.00
1049-278-10	516 S EUCLID AV, Ontario, CA 91762	276.00
1049-281-03	633 W STATE ST, Ontario, CA 91762	2,203.98
1049-282-10	633 W PARK ST, Ontario, CA 91762	414.00
1049-282-23	640 W SUNKIST ST, Ontario, CA 91762	138.00
1049-283-21	540 W PARK ST, Ontario, CA 91762	138.00
1049-284-16	514 W SUNKIST ST, Ontario, CA 91762	138.00
1049-292-17	622 W CALIFORNIA ST, Ontario, CA 91762	138.00
1049-293-22	548 W NEVADA ST, Ontario, CA 91762	414.00

City of Ontario
Community Improvement Department
2024/2025 Tax Roll Year Special Assessments
Exhibit C - Total Amounts per Parcel

Linked Parcels	Address	Amount Due
1049-303-18	714 W NEVADA ST, Ontario, CA 91762	138.00
1049-303-29	601 S CYPRESS AV, Ontario, CA 91762	710.78
1049-312-06	743 W CALIFORNIA ST, Ontario, CA 91762	138.00
1049-312-16	754 W CARLTON ST, Ontario, CA 91762	512.70
1049-313-30	772 W MAITLAND ST, Ontario, CA 91762	46.00
1049-323-05	917 S SAN ANTONIO AV	138.00
1049-333-03	211 W CARLTON ST, Ontario, CA 91762	276.00
1049-344-07	118 E CARLTON ST, Ontario, CA 91761	92.00
1049-353-11	919 S SULTANA AV, Ontario, CA 91761	140.00
1049-365-05	913 S CAMPUS AV, Ontario, CA 91761	138.00
1049-367-15	920 S HOPE AV, Ontario, CA 91761	138.00
1049-368-16	924 S BON VIEW AV, Ontario, CA 91761	138.00
1049-374-03	921 S GREENWOOD AV, Ontario, CA 91761	276.00
1049-392-02	1026 S GROVE AV, Ontario, CA 91761	276.00
1049-392-04	1030 S GROVE AV, Ontario, CA 91761	140.00
1049-392-06	1050 S GROVE AV, Ontario, CA 91761	140.00
1049-431-16	1050 E BELMONT ST, Ontario, CA 91761	220.00
1049-442-05	1117 S GREENWOOD AV, Ontario, CA 91761	138.00
1049-461-10	1224 S BON VIEW AV, Ontario, CA 91761	276.00
1049-461-11	853 E WOODLAWN ST, Ontario, CA 91761	276.00
1049-461-15	825 E WOODLAWN ST, Unit:A, Ontario, CA 91761	552.00
1049-492-43	1330 S PLEASANT AV, Ontario, CA 91761	46.00
1049-494-01	1415 S SULTANA AV, Ontario, CA 91761	92.00
1049-494-07	1357 S SULTANA AV, Ontario, CA 91761	92.00
1049-502-06	628 E MAITLAND ST, Ontario, CA 91761	138.00
1049-502-09	638 E MAITLAND ST, Unit:B, Ontario, CA 91761	138.00
1049-502-10	656 E MAITLAND ST, Ontario, CA 91761	220.00
1049-502-13	1030 S CAMPUS AV, Ontario, CA 91761	276.00
1049-503-04	620 E RALSTON ST, Ontario, CA 91761	138.00
1049-503-11	642 E RALSTON ST, Ontario, CA 91761	138.00
1049-503-13	1104 S CAMPUS AV, Ontario, CA 91761	138.00
1049-503-15	1114 S CAMPUS AV, Unit:A, Ontario, CA 91761	276.00
1049-513-15	424 E MAITLAND ST, Unit:A, Ontario, CA 91761	276.00
1049-513-16	1012 S SULTANA AV, Ontario, CA 91761	276.00
1049-514-02	308 E RALSTON ST, Ontario, CA 91761	276.00
1049-514-16	428 E RALSTON ST, Unit:A, Ontario, CA 91761	276.00
1049-514-27	317 E BELMONT ST, Ontario, CA 91761	138.00
1049-521-20	1227 S EUCLID AV, Ontario, CA 91761	276.00
1049-531-04	1315 EUCLID AV S, Ontario, CA 91761	828.00
1049-531-05	1309 S EUCLID AV, Ontario, CA 91761	276.00
1049-532-05	1347 S EUCLID AV, Ontario, CA 91761	184.00
1049-532-07	130 E ACACIA ST, Unit:1, Ontario, CA 91761	1,840.00
1049-551-03	1225 S VINE AV, Ontario, CA 91762	138.00
1049-551-04	1217 S VINE AV, Ontario, CA 91762	276.00

City of Ontario
Community Improvement Department
2024/2025 Tax Roll Year Special Assessments
Exhibit C - Total Amounts per Parcel

Linked Parcels	Address	Amount Due
1049-551-05	1211 S VINE AV, Ontario, CA 91762	414.00
1049-551-06	1205 S VINE AV, Ontario, CA 91762	276.00
1049-551-07	1201 S VINE AV, Ontario, CA 91762	552.00
1049-551-08	415 W BELMONT ST, Unit:A, Ontario, CA 91762	276.00
1049-551-09	411 W BELMONT ST, Unit:A, Ontario, CA 91762	138.00
1049-551-10	407 W BELMONT ST, Unit:A, Ontario, CA 91762	276.00
1049-551-11	401 W BELMONT ST, Unit:A, Ontario, CA 91762	138.00
1049-551-12	403 W BELMONT ST, Unit:A, Ontario, CA 91762	276.00
1049-551-13	409 W BELMONT ST, Unit:A, Ontario, CA 91762	276.00
1049-551-14	413 W BELMONT ST, Unit:A, Ontario, CA 91762	276.00
1049-551-15	417 W BELMONT ST, Unit:A, Ontario, CA 91762	276.00
1049-551-16	419 W BELMONT ST, Ontario, CA 91762	138.00
1049-551-18	405 W BELMONT ST, Unit:A, Ontario, CA 91762	276.00
1049-551-21	309 W BELMONT ST, Unit:A, Ontario, CA 91762	138.00
1049-551-23	1214 S PALM AV, Ontario, CA 91762	276.00
1049-552-03	201 W BELMONT ST, Ontario, CA 91762	138.00
1049-552-07	1216 S EUCLID AV, Ontario, CA 91762	2,208.00
1049-561-15	1004 S PALM AV, Ontario, CA 91762	138.00
1049-562-19	1124 S PALM AV, Ontario, CA 91762	138.00
1049-562-22	320 W BELMONT ST, Ontario, CA 91762	138.00
1049-571-10	613 W MAITLAND ST, Ontario, CA 91762	220.00
1049-571-23	644 W RALSTON ST, Ontario, CA 91762	138.00
1049-572-14	608 W BELMONT ST, Ontario, CA 91762	414.00
1049-572-23	1123 S SAN ANTONIO AV, Ontario, CA 91762	138.00
1049-573-30	514 W RALSTON ST, Ontario, CA 91762	184.00
1049-574-01	561 W RALSTON ST, Ontario, CA 91762	276.00
1049-581-02	1023 S CYPRESS AV, Unit:A, Ontario, CA 91762	276.00
1049-581-03	1019 S CYPRESS AV, Unit:A, Ontario, CA 91762	276.00
1049-581-24	750 W RALSTON ST, Ontario, CA 91762	552.00
1049-583-22	744 W PHILLIPS ST, Ontario, CA 91762	552.00
1049-583-51	728 W PHILLIPS ST, Unit:5, Ontario, CA 91762	2.00
1049-583-55	716 W PHILLIPS ST, Ontario, CA 91762	62.76
1049-591-05	1227 S SAN ANTONIO AV, Unit:1, Ontario, CA 91762	276.00
1049-591-18	613 W BELMONT ST, Ontario, CA 91762	138.00
1049-612-03	1318 S BEVERLY AV, Ontario, CA 91762	138.00
1050-022-12	711 W EUCALYPTUS CT, Ontario, CA 91762	46.00
1050-051-08	116 W ELM ST, Ontario, CA 91762	138.00
1050-051-21	1437 S FERN AV, Ontario, CA 91762	138.00
1050-081-04	130 E BUDD ST, Ontario, CA 91761	276.00
1050-081-08	228 E BUDD ST, Ontario, CA 91761	138.00
1050-081-09	232 E BUDD ST, Ontario, CA 91761	120.00
1050-081-11	231 E BUDD ST, Ontario, CA 91761	506.00
1050-081-12	227 E BUDD ST, Ontario, CA 91761	92.00
1050-081-12	229 E BUDD ST, Ontario, CA 91761	92.00

City of Ontario
Community Improvement Department
2024/2025 Tax Roll Year Special Assessments
Exhibit C - Total Amounts per Parcel

Linked Parcels	Address	Amount Due
1050-081-13	217 E BUDD ST, Ontario, CA 91761	138.00
1050-081-16	127 E BUDD ST, Unit:A, Ontario, CA 91761	1,104.00
1050-081-17	119 E BUDD ST, Ontario, CA 91761	340.00
1050-081-19	1431 S EUCLID AV, Ontario, CA 91761	640.00
1050-091-21	1425 S SULTANA AV, Ontario, CA 91761	138.00
1050-221-09	1725 S CAMPUS AV, Ontario, CA 91761	170.00
1050-232-12	1650 S CAMPUS AV, Unit:99, Ontario, CA 91761	46.00
1050-232-26	1650 S CAMPUS AV, Unit:85, Ontario, CA 91761	46.00
1050-233-02	1650 S CAMPUS AV, Unit:57, Ontario, CA 91761	138.00
1050-234-06	1650 S CAMPUS AV, Unit:6, Ontario, CA 91761	46.00
1050-234-17	1650 S CAMPUS AV, Unit:17, Ontario, CA 91761	138.00
1050-234-42	1650 S CAMPUS AV, Unit:42, Ontario, CA 91761	92.00
1050-241-28	1630 S PLEASANT AV, Ontario, CA 91761	138.00
1050-242-03	1749 S PLEASANT AV, Ontario, CA 91761	138.00
1050-243-22	1613 S MONTEREY AV, Ontario, CA 91761	138.00
1050-251-23	419 E FRANCIS ST, Ontario, CA 91761	138.00
1050-262-11	206 E LOCUST ST, Ontario, CA 91761	138.00
1050-291-24	456 W FRANCIS ST, Ontario, CA 91762	760.00
1050-311-50	705 W CAMELOT CT, Ontario, CA 91762	211.00
1050-311-57	1627 S CYPRESS AV, Ontario, CA 91762	138.00
1050-322-27	1723 S SIERRA DAWN PL, Ontario, CA 91762	227.00
1050-323-03	622 W FRANCIS ST, Ontario, CA 91762	138.00
1050-331-24	1919 S CYPRESS AV, Ontario, CA 91762	138.00
1050-341-65	1839 S HOLLY AV, Ontario, CA 91762	46.00
1050-342-01	655 W CEDAR ST, Ontario, CA 91762	138.00
1050-352-05	1949 S OAKLAND AV, Ontario, CA 91762	138.00
1050-361-18	1952 S FERN AV, Ontario, CA 91762	138.00
1050-361-21	1951 S VINE AV, Ontario, CA 91762	138.00
1050-361-64	1902 S VINE AV, Ontario, CA 91762	46.00
1050-381-07	1902 S EUCLID AV, Ontario, CA 91762	414.00
1050-381-09	1918 S EUCLID AV, Building:A, Ontario, CA 91762	690.00
1050-391-28	1951 S EUCLID AV, Unit:1, Ontario, CA 91761	3,220.00
1050-401-09	210 E FRANCIS ST, Ontario, CA 91761	138.00
1050-401-10	216 E FRANCIS ST, Ontario, CA 91761	138.00
1050-401-11	220 E FRANCIS ST, Ontario, CA 91761	140.00
1050-401-13	234 E FRANCIS ST, Ontario, CA 91761	138.00
1050-431-28	0 S BON VIEW AV, Ontario, CA 91761	140.00
1050-441-04	1954 S BON VIEW AV, Ontario, CA 91761	420.00
1050-541-55	2046 S BON VIEW AV, Unit:D, Ontario, CA 91761	92.00
1050-542-06	2001 S CAMPUS AV, Unit:F, Ontario, CA 91761	138.00
1050-542-66	2003 S CAMPUS AV, Unit:C, Ontario, CA 91761	138.00
1050-542-68	2003 S CAMPUS AV, Unit:E, Ontario, CA 91761	138.00
1050-542-73	714 E BOXWOOD CT, Ontario, CA 91761	138.00
1050-542-80	757 E BOXWOOD CT, Ontario, CA 91761	138.00

City of Ontario
Community Improvement Department
2024/2025 Tax Roll Year Special Assessments
Exhibit C - Total Amounts per Parcel

Linked Parcels	Address	Amount Due
1050-543-14	2038 S BON VIEW AV, Unit:E, Ontario, CA 91761	138.00
1050-543-42	2030 S BON VIEW AV, Unit:C, Ontario, CA 91761	92.00
1050-543-59	2036 S BON VIEW AV, Unit:A, Ontario, CA 91761	138.00
1050-544-06	810 E CEDAR ST, Unit:A, Ontario, CA 91761	552.00
1050-551-20	634 E BOXWOOD CT, Ontario, CA 91761	138.00
1050-551-33	640 E BIRCH CT, Ontario, CA 91761	46.00
1050-553-03	614 E BIRCH CT, Ontario, CA 91761	420.00
1050-571-04	2135 S EUCLID AV, Ontario, CA 91761	138.00
1050-582-08	2021 S PLUM AV, Ontario, CA 91761	138.00
1050-601-15	304 W PHILADELPHIA ST, Ontario, CA 91762	138.00
1050-621-56	2053 S OAKLAND AV, Ontario, CA 91762	138.00
1050-623-05	2032 S VINE AV, Ontario, CA 91762	138.00
1050-624-15	2115 S SAN ANTONIO AV, Ontario, CA 91762	167.00
1050-631-09	2004 S SAN ANTONIO AV, Ontario, CA 91762	138.00
1050-632-04	720 W DAMSON CT, Ontario, CA 91762	138.00
1050-651-13	1459 S EUCLID AV, Unit:33, Ontario, CA 91761	138.00
1051-051-15	2215 S FERN AV, Unit:A, Ontario, CA 91762	1,886.00
1051-051-40	2237 S FERN AV, Unit:E, Ontario, CA 91762	138.00
1051-051-72	2250 S EUCLID AV, Building:1, Unit:B, Ontario, CA 91762	431.00
1051-091-71	647 E SANDERLING ST, Ontario, CA 91761	138.00
1051-132-44	2320 S GREENWOOD PL, Unit:C, Ontario, CA 91761	138.00
1051-171-23	2441 S RAYMOND PL, Ontario, CA 91761	138.00
1051-171-37	2419 S CUCAMONGA AV, Ontario, CA 91761	138.00
1051-181-36	1020 E OAK HILL ST, Ontario, CA 91761	138.00
1051-181-39	1048 E OAK HILL ST, Ontario, CA 91761	138.00
1051-191-74	2432 S TAYLOR PL, Ontario, CA 91761	138.00
1051-281-23	2528 S PLUM LN, Ontario, CA 91761	138.00
1051-341-81	2731 S CUCAMONGA AV, Ontario, CA 91761	138.00
1051-381-14	2634 S BON VIEW AV, Ontario, CA 91761	138.00
1051-431-40	214 W CORMORANT DR, Ontario, CA 91762	138.00
1051-441-53	320 W ST. ANDREWS ST, Ontario, CA 91762	138.00
1051-541-08	2856 S BON VIEW AV, Ontario, CA 91761	138.00
1051-561-56	1193 E DEERFIELD ST, Ontario, CA 91761	138.00
1051-591-54	870 E COTTONWOOD ST, Ontario, CA 91761	46.00
1051-601-56	605 E DUNES CT, Ontario, CA 91761	138.00
1051-612-26	343 E DORAL ST, Ontario, CA 91761	138.00
1051-612-51	2922 S CHERRY WY, Ontario, CA 91761	138.00
1052-141-04	7711 E RIVERSIDE DR, Ontario, CA 91761	140.00
1052-151-05	1162 E RIVERSIDE DR, Ontario, CA 91761	760.00
1052-261-01	7166 E CHINO AV, Ontario, CA 91761	276.00
1052-381-01	13647 S EUCLID AV, Ontario, CA 91761	140.00
1052-381-03	0 S EUCLID AV, Ontario, CA 91761	140.00
1052-381-04	0 S EUCLID AV, Ontario, CA 91761	140.00
1052-381-05	0 S EUCLID AV, Ontario, CA 91761	140.00

City of Ontario
Community Improvement Department
2024/2025 Tax Roll Year Special Assessments
Exhibit C - Total Amounts per Parcel

Linked Parcels	Address	Amount Due
1052-381-11	0 S EUCLID AV, Ontario, CA 91761	140.00
1052-381-12	0 S EUCLID AV, Ontario, CA 91761	140.00
1052-531-01	0 E SCHAEFER AV, Ontario, CA 91761	140.00
1073-051-06	5048 S KENSINGTON AV, Ontario, CA 91762	104,170.00
1073-111-22	14610 S ARCHIBALD AV, Ontario, CA 91710	140.00
1073-171-07	10869 E EUCALYPTUS AV, Ontario, CA 91762	140.00
1073-191-30	5060 S CENTENNIAL CI, Ontario, CA 91762	81,631.68
1073-281-28	2717 E MURDOCK LN, Ontario, CA 91762	6,240.33
1083-061-04	2950 S ARCHIBALD AV, Ontario, CA 91761	120.00
1083-061-08	2910 S ARCHIBALD AV, Unit:A, Ontario, CA 91761	20.00
1083-061-08	2910 S ARCHIBALD AV, Unit:B, Ontario, CA 91761	20.00
1083-061-08	2910 S ARCHIBALD AV, Unit:C, Ontario, CA 91761	20.00
1083-061-08	2910 S ARCHIBALD AV, Unit:D, Ontario, CA 91761	20.00
1083-061-08	2910 S ARCHIBALD AV, Unit:E, Ontario, CA 91761	20.00
1083-061-08	2920 S ARCHIBALD AV, Unit:A, Ontario, CA 91761	20.00
1083-061-08	2920 S ARCHIBALD AV, Unit:B, Ontario, CA 91761	20.00
1083-061-08	2920 S ARCHIBALD AV, Unit:C, Ontario, CA 91761	20.00
1083-061-08	2920 S ARCHIBALD AV, Unit:D, Ontario, CA 91761	20.00
1083-061-08	2920 S ARCHIBALD AV, Unit:E, Ontario, CA 91761	20.00
1083-061-08	2920 S ARCHIBALD AV, Unit:F, Ontario, CA 91761	20.00
1083-061-08	2920 S ARCHIBALD AV, Unit:G, Ontario, CA 91761	20.00
1083-091-08	2414 S SEAGULL AV, Ontario, CA 91761	138.00
1083-121-36	2901 E DUNLIN WY, Ontario, CA 91761	138.00
1083-131-21	3115 E BUFFALO RD, Ontario, CA 91761	91.00
1083-131-47	3113 E WHITE STAG RD, Ontario, CA 91761	138.00
1083-141-25	2527 S CARIBOU PL, Ontario, CA 91761	138.00
1083-161-02	2520 S PINECONE WY, Ontario, CA 91761	138.00
1083-161-31	3338 E ANTLER RD, Ontario, CA 91761	138.00
1083-162-07	3258 E CANARY CT, Ontario, CA 91761	138.00
1083-171-07	3242 E CLEAR LAKE RD, Ontario, CA 91761	138.00
1083-171-08	3240 E CLEAR LAKE RD, Ontario, CA 91761	138.00
1083-171-15	3250 E SUMMER ISLAND CT, Ontario, CA 91761	138.00
1083-171-20	3269 E SUMMER ISLAND CT, Ontario, CA 91761	138.00
1083-172-08	3424 E EVERGREEN DR, Ontario, CA 91761	92.00
1083-181-47	2837 E TAM O'SHANTER CT, Ontario, CA 91761	138.00
1083-231-03	2740 S ARCADIAN SHORES RD, Ontario, CA 91761	138.00
1083-231-45	3032 E HAZELTINE ST, Ontario, CA 91761	138.00
1083-241-46	2911 E COG HILL CT, Ontario, CA 91761	138.00
1083-291-29	2860 S ST. TROPEZ DR, Ontario, CA 91761	92.00
1083-301-62	3348 E MORNINGWOOD CT, Ontario, CA 91761	138.00
1083-371-23	2618 S CRYSTAL SPRING PL, Ontario, CA 91761	138.00
1083-371-38	3542 E BIG CREEK RD, Ontario, CA 91761	138.00
1083-401-31	3546 E STRAWBERRY CREEK PL, Ontario, CA 91761	138.00
1083-402-10	3638 E OAK CREEK DR, Unit:B, Ontario, CA 91761	138.00

City of Ontario
Community Improvement Department
2024/2025 Tax Roll Year Special Assessments
Exhibit C - Total Amounts per Parcel

Linked Parcels	Address	Amount Due
1083-402-54	3657 E COUNTRY OAKS LP, Unit:D, Ontario, CA 91761	46.00
1083-421-13	2715 S EAGLE CREEK PL, Ontario, CA 91761	138.00
1083-441-03	3660 E GRIZZLEY CREEK CT, Ontario, CA 91761	138.00
1083-441-36	2779 S MOOSE CREEK LN, Ontario, CA 91761	138.00
1083-442-16	3719 E OAK CREEK DR, Unit:C, Ontario, CA 91761	138.00
1083-442-51	3732 E OAK CREEK DR, Unit:H, Ontario, CA 91761	138.00
1083-442-61	3736 E OAK CREEK DR, Unit:D, Ontario, CA 91761	138.00
1083-451-01	3642 S OAK CREEK DR, Unit:A, Ontario, CA 91761	138.00
1083-471-03	3856 E SALMON RIVER LN, Ontario, CA 91761	211.00
756		**675,145.63**

CITY OF ONTARIO *Agenda Report* **July 16, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Innovation, Performance and Audit Prepared By: Vanny Khu Staff Member Presenting: Jordan Villwock, Management Services Director Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 12

SUBJECT: A RENEWAL WITH SUITEBRIAR FOR THE ASANA SOFTWARE ENTERPRISE MODULE

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

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

FISCAL IMPACT: The Fiscal Year 2024-25 Adopted Budget includes appropriations from the Information Technology Fund for annual subscriptions for the Asana Enterprise module. The annual cost of the proposed renewal with Suitebriar is $142,545 plus a 10% contingency of $14,255 per year for a total not-to-exceed amount of $313,600.

BACKGROUND & ANALYSIS: In June 2023, the City of Ontario made a major advancement in modernizing its project and work management processes by implementing the Asana Enterprise platform. Asana Enterprise is a project management software designed to meet the needs of large organizations. It has enabled teams to manage projects, track progress, and align on goals with greater transparency and accountability.

Since its implementation, Asana has become an integral tool for the City, offering extensive integration capabilities to streamline various processes. Asana has been effective in managing departmental requests and process intake forms, managing and tracking projects, and most notably, enhanced the contract management process. Asana serves as a centralized hub where contract-related tasks, documents and communications converge. This consolidation enhances workflow efficiency and reduces redundancy. Additionally, automated updates and notifications within Asana ensure that Staff are promptly informed of any changes or updates related to contracts.

Prior to adopting Asana Enterprise, Staff relied on standard spreadsheet software to manage projects and oversee workflows which were not collaborative. This manual approach posed challenges in terms of efficiency and real-time visibility. Communication and document sharing

were often fragmented, leading to inefficiencies and delays in project execution. Initially deployed for 100 users, the platform has since expanded to 325 users, reflecting the growing demand to enhance the City's operational efficiency.

Asana Enterprise supports the City in achieving greater transparency, accountability, efficiency, and collaboration across various departments. This platform has automated routine tasks and workflows, centralize communication and documentation, and enables real-time tracking and reporting. Given the advanced features and growing utilization of Asana Enterprise, it is recommended that the City approve the two-year renewal for a not-to-exceed amount of $313,600. This renewal will ensure continued optimization of operational processes, support further growth, and maintain the City's dedication to service excellence.

CUSTOMER ORDER FORM

This Order Form Addendum (referred to herein as this "Addendum") describes the relationship between Suitebriar, Inc., having an office at 13800 Coppermine Road, Herndon, VA 20171 ("Suitebriar") and the customer identified below ("Customer"). This Addendum will become effective as of the date when this Addendum is executed by authorized representatives of both parties (the "Effective Date").

CUSTOMER INFORMATION

Recipient: Toni McNaughton

Email: tmcnaughton@ontarioca.gov

Organization/Company Name: City of Ontario

Primary Google Workspace Domain: ontarioca.gov

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

Phone: +1 909-395-2745

TERM, PRODUCTS AND SERVICES, AND FEES:

Term: This Addendum is issued under the Customer Order Form ("Order") dated June 6, 2023 and forms a part of the Order. By signing this Addendum, each party represents and warrants that (a) it has read and understands the Order and agrees to be bound by the terms of the Order, and (b) it has full power and authority to accept the Agreement.

Products, Services and Fees:

By entering into this Order, Customer hereby agrees to pay the amounts payable for the third-party products (the "**Products**") and Suitebriar services (the "**Services**") selected below.

Products					
Line No.	**Quantity**	**Product SKU**	**Price Per Unit**	**Billing Date**	**Annual Subtotal**
1	325	Asana Enterprise	$438.60 / year	06/22/2024	$142,545.00
			Year 1 Total		$142,545.00
			Year 2 Total		$142,545.00
			Total Charges for 24 Months Contract		$285,090.00

Order Type: Renewal

Payment Option: Annual

Comments & Special Instructions: Annual/Fixed-Term Plan - license commitment cannot be reduced until renewal date. Billing commences from the date of activation of the licenses. Asana Supported provide at no cost via helpdesk@suitebriar.com or by 877.899.1159

*Third-Party Terms apply to the Asana Product: Terms & Privacy

Note: The fees set forth above do not include any applicable taxes that may be due and payable by Customer. All amounts invoiced by Suitebriar to Customer hereunder shall be payable by Customer within thirty (30) days of the date of such invoice. Accepted form of payment is ACH or check. Credit Card not accepted.

ADDITIONAL TERMS:

Configuration Services. In the event that Configuration Services are selected on this Order, the parties shall work together in good faith to deploy and configure the Products for Customer and its authorized users, including without limitation, providing reasonable configuration, implementation, project management and training relating to the Products. Customer will provide any and all necessary information and assistance to Suitebriar, including without limitation access to Customer's facilities, hardware and equipment, as reasonably requested by Suitebriar in order to facilitate the performance of the Configuration Services.

Indemnification. Customer agrees to indemnify, defend, and hold Suitebriar and its respective officers, directors, employees and representatives (and all successors and assigns of any of the foregoing), harmless from and against any claims, demands, losses, damages, penalties, fines, awards, costs and expenses (including without limitation, reasonable attorneys' fees), arising out of Customer's breach of this Order or use of the Products. Suitebriar reserves the right to assume the exclusive defense and control of such disputes, and Customer will cooperate with Suitebriar in asserting any available defenses.

Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN THE APPLICABLE THIRD-PARTY TERMS, THE PRODUCTS, SERVICES, AND ALL INFORMATION AND MATERIALS PROVIDED BY SUITEBRIAR ARE PROVIDED "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS," AND SUITEBRIAR MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND HEREBY SPECIFICALLY DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, RESULTS, WORKMANLIKE EFFORT, COURSE OF DEALING, AND TITLE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, SUITEBRIAR DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR VIRUS FREE. THE PRODUCTS AND SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET, TELEPHONIC AND ELECTRONIC COMMUNICATIONS. SUITEBRIAR SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGE OR LOSS OF DATA, EXCEPT SOLELY TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUITEBRIAR. CUSTOMER SHALL MAINTAIN A PROCEDURE EXTERNAL TO THE PRODUCTS AND SERVICES FOR THE RECONSTRUCTION OF LOST, DAMAGED, OR ALTERED DATA PROVIDED BY OR ON BEHALF OF CUSTOMER. FAILURE TO DO SO SHALL BE AT CUSTOMER'S SOLE RISK AND COST.

Limitation of Liability. IN NO EVENT SHALL SUITEBRIAR HAVE ANY LIABILITY TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY EVEN IF SUITEBRIAR IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT SHALL SUITEBRIAR'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS ORDER, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER BASED ON ONE CLAIM OR MULTIPLE CLAIMS, EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER UNDER THIS ORDER IN THE SIX (6) MONTH PERIOD PRECEDING SUCH CLAIM OR ACTION. CUSTOMER IS SOLELY RESPONSIBLE FOR ITS COMPLIANCE WITH THE THIRD-PARTY TERMS. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ORDER, IN NO EVENT SHALL SUITEBRIAR HAVE ANY LIABILITY IN CONNECTION WITH CUSTOMER'S USE OF THE PRODUCTS OR IN CONNECTION WITH THE THIRD-PARTY TERMS. SUITEBRIAR DOES NOT WARRANT, ENDORSE, GUARANTEE OR ASSUME RESPONSIBILITY FOR THE ACTS OR OMISSIONS OF THE LICENSOR OF THE PRODUCTS (THE "**THIRD-PARTY LICENSOR**"), AND SUITEBRIAR WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR ANY AGREEMENT OR RELATIONSHIP BETWEEN CUSTOMER AND THE THIRD-PARTY LICENSOR.

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

Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3

restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than $1,000,000 per accident for bodily injury and disease. Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights **of** subrogation against the City, its officials, officers, employees, agents, and volunteers.

Termination. Suitebriar may terminate this Order for cause in the event of any breach by Customer of this Order or the Third-Party Terms applicable to the Products selected by Customer under this Order (the "**Third-Party Terms**") unless Customer cures such breach within ten (10) days of notice of such breach.

Customer Reference. Suitebriar may refer to you as a customer in sales presentations, marketing vehicles and activities.

Governing Law. This Order shall be governed exclusively by the internal laws of the State of Virginia without regard to its conflicts of laws rules. Each party irrevocably consents to the exclusive jurisdiction of the federal and state courts of Fairfax County, Virginia in connection with any action arising under this Order and agrees that all such actions shall be exclusively commenced therein, and waives any right it may have to initiate, transfer or change the venue of any litigation brought against it by the other party.

Entire Agreement. This Order constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Order shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted.

[Signature page(s) follow]

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Order effective as of the Effective Date:

SUITEBRIAR, INC.

By:

Print Name: Christopher Jones

Title: CEO

Date:

CITY OF ONTARIO

By:

Print Name:

Title:

Date:

CITY OF ONTARIO *Agenda Report* **July 16, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Human Resources Prepared By: Amanda Elias Staff Member Presenting: Angela C. Lopez, Executive Director Human Resources Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 13

SUBJECT: A PROFESSIONAL SERVICES AGREEMENT FOR CONSULTING, TRAINING, AND LEGAL SERVICES

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

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner
Maintain the Current High Level of Public Safety

FISCAL IMPACT: The Fiscal Year 2024-25 Adopted Budget includes appropriations from the General Fund for these services. The Agreement has a not-to-exceed amount of $180,000 over three years. Two (2) one-year terms may be exercised at the City's sole discretion for an additional $120,000, for a total amount not-to-exceed $300,000. If approved, appropriations will be included in future Annual Budgets for as-needed consulting, training, and legal services.

BACKGROUND & ANALYSIS: In 2017, the City Council approved a seven-year Professional Services Agreement with AALRR for professional consulting, training, and legal services. AALRR has earned a reputation as one of California's leading law firms, known for its expertise and reliability. AALRR attorneys are trusted advisors to more than 7,000 public and private sector clients.

AALRR plays a vital role in advising and representing the City on various employment and labor-related legal issues. This includes labor relations matters, conducting workplace investigations, and providing related training to City staff. While AALLR has most recently worked primarily with the Ontario Police Department regarding legal matters pertaining to workplace investigations and labor relations matters, their expertise and training would be available to all City agencies. AALRR's extensive experience and deep understanding of the City's unique legal needs, specifically as they relate to the needs of public safety, has positioned them as an optimal choice to continue providing these services. Their experience is vital as the City navigates complex ongoing legal matters that require immediate and specialized attention.

With the conclusion of the initial contract with AALRR, which ended on June 30, 2024, City Staff recommends that the City Council approve an Agreement with AALRR utilizing the sole source provision. This recommendation is based on AALRR's proven ability to consistently deliver high-quality legal work and practical solutions for critical City services. The sole source provision ensures continuity in legal representation, minimizes the risks associated with transitioning to a new vendor, and leverages AALRR's established rapport and deep familiarity with the City's needs. This approach enables the City to uphold high standards of legal service, enhance operational efficiency, and maintain the current high level of public safety. This ensures successful outcomes in the City's legal affairs, including ongoing cases and compliance issues. By continuing with AALRR, the City can effectively address its complex legal matters without disruption, building on the trust and familiarity established over the years.

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

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered as of _____, by and between the City of Ontario, a municipal corporation organized under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City") and **Atkinson, Andelson, Loya, Ruud, and Romo**, a **Corporation** with its principal place of business at **2800 Center Court Drive, Suite 300, Cerritos, California 90703** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing **workplace investigations, consulting, and legal** services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional services for the **legal services and consultation relating to labor relations and other general employment law matters** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **legal consulting services** necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated

herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.1.1 Governing Agreement and Conflict Resolution. In the event of a conflict between the terms and provisions of the BBK Agreement between City and Consultant, the terms and provisions of the BBK Agreement shall supersede and govern the Agreement.

3.1.1.1 By signing this Agreement, the Consultant acknowledges that the terms and provisions of the Agreement are administered by Best Best & Krieger LLP (BBK), City's General Counsel, and Consultant consents to the terms of the BBK Agreement, acknowledging that in the event of a conflict, the provisions outlined in the BBK Agreement shall take precedence.

3.1.2 Term. The term of this Agreement shall be from **July 1, 2024,** to **June 30, 2027,** unless earlier terminated as provided herein. **The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than two (2) additional one-year terms.** Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The Agreement has a not-to-exceed amount of $180,000 over three years. Two (2) one-year terms may be exercised at the City's sole discretion for an additional $120,000. The total compensation shall not exceed **three hundred thousand dollars** (**$300,000**) without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "A" of this Agreement.

3.2.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which

is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.3.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: **John Bakhit, Partner.**

3.3.5 City's Representative. The City hereby designates **Angela C. Lopez, Executive Director Human Resources / Risk Management**, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.3.6 Consultant's Representative. Consultant hereby designates **John Bakhit, Partner**, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.3.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.9 Period of Performance.

3.3.9.1 Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above (“Performance Time”). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones

described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.3.9.2 Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

3.3.9.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.3.10.2 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.3.10.3 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.3.10.4 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq*.); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3.10.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3.11 Insurance.

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

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

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

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

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

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than $2,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

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

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial

General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability: (1) Additional Insured: The City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Vendor or for which the Vendor is responsible. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions): (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) This insurance shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

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

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

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

3.3.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials,

officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

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

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

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

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

3.3.11.11 Additional Insurance Provisions

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

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

amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(C) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

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

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

(F) Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.3.11.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the

commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over $25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over $15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants.

3.4.3 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

3.4.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6 Indemnification.

3.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

3.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.7 General Provisions.

3.7.1 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.7.2 Independent Contractors and Subcontracting.

3.7.2.1 Use of Consultants. Consultant is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Consultant is in compliance with the California Labor Code, Consultant shall only utilize its employees to provide the Services. Consultant may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Consultant represents and warrants that all personnel who perform the Services on Consultant's behalf are Consultant's employees, and that Consultant complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.7.2.2 Prior Approval Required. Consultant shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

3.7.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:	**Atkinson, Andelson, Loya, Ruud, and Romo** **12800 Center Court Drive, Suite 300** **Cerritos, CA 90703** **ATTN: John Bakhit, Partner**
City:	City of Ontario 303 East "B" Street Ontario, CA 91764 ATTN: Angela C. Lopez, Executive Director Human Resources / Risk Management

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.7.4 Ownership of Materials and Confidentiality.

3.7.4.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in

any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.7.4.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.7.4.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.7.4.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person

or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.7.4.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.7.4.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

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

3.7.6 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.7.7 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.7.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County. In addition to any and all contract

requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.7.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.7.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.7.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.7.12 Assignment or Transfer. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

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

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

3.7.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

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

3.7.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.7.19 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.7.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

SIGNATURES ON NEXT PAGE

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND ATKINSON, ANDELSON, LOYA, RUUD, AND ROMO

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

CITY OF ONTARIO	**ATKINSON, ANDELSON, LOYA, RUUD, AND ROMO**
Approved By:	
_____ Scott Ochoa City Manager	By: _____ Its: _____ Printed Name: _____
Approved as to Form: _____ Best Best & Krieger LLP City Attorney	By: _____ Its: _____ Printed Name: _____
Attested By: _____ City Clerk	[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED]

EXHIBIT "A"
SCOPE OF SERVICES

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

A PROFESSIONAL LAW CORPORATION

ATTORNEYS AT LAW

3880 LEMON STREET, SUITE 350
RIVERSIDE, CALIFORNIA 92501-3667
(951) 683-1122

FAX (951) 683-1144
WWW.AALRR.COM

CERRITOS
(562) 653-3200

FRESNO
(559) 225-6700

IRVINE
(949) 453-4260

MARIN
(628) 234-6200

PASADENA
(626) 583-8600

PLEASANTON
(925) 227-9200

SACRAMENTO
(916) 923-1200

SAN DIEGO
(858) 485-9526

John.Bakhit@aalrr.com
(951) 788-6879

June 12, 2024

VIA EMAIL

CONFIDENTIAL ATTORNEY-CLIENT PRIVILEGED COMMUNICATION

Angela C. Lopez
Executive Director Human Resources/Risk Management
City of Ontario
200 North Cherry Avenue
Ontario, California 91764

Re: Professional Services Agreement

Dear Ms. Lopez:

The purpose of this letter is to confirm the terms and conditions of the representation of City of Ontario (the "Client" or "you") by Atkinson, Andelson, Loya, Ruud & Romo (the "Firm," "we," or "us") in connection with (1) General Labor and Employment Advice and (2) Workplace Investigations (the "Matter"). These same terms and conditions will apply to any other matter that the Firm agrees to handle for you at your request unless you and the Firm enter into a separate written agreement regarding such other matter.

These terms and conditions will not take effect, and we will have no obligation to provide legal services until you return a signed copy of this representation agreement and pay the initial deposit, if any, called for in this agreement.

Scope of the Firm's Representation.

Our services will not extend to any of your other legal affairs or other aspects of your activities unless you and the Firm agree to such representation. You understand and agree that the Firm's receipt or use of confidential or other information from you or others in the course of this representation will not give rise to any expectation by you that the Firm will render any other advice or services.

If a court action or arbitration is initiated, we will represent you through the trial or arbitration and any post-trial or arbitration motions. We will not represent you on appeal or in any execution proceedings unless you and we agree on a further representation in writing.

With respect to insurance coverage for any matters covered by the scope of services under this Agreement, you agree that it is your own responsibility, rather than the Firm's responsibility, to identify potential insurance coverage and to tender legal matters to any appropriate insurance companies that may insure you. If you desire that the Firm become involved in identifying potential insurers and/or the tender of legal disputes, then a separate written agreement between you and the Firm to that effect will be required.

The Firm will not settle, negotiate or compromise the Matter without your consent.

Assignment of Firm Personnel. I will be primarily responsible for the supervision of the Matter, but you are engaging the Firm, not me individually. As and when necessary, I will draw upon the talent and expertise of other attorneys and paralegals along with legal assistants to handle this Matter.

Communication by Firm. The Firm will keep you regularly and currently informed of the status of the Matter and will consult with you when appropriate. Copies of significant correspondence and documents will be sent to the person designated by you from time to time for that purpose. In the event that you need to reach the Firm and the person sought is unavailable, please leave a message for the person concerned, disclosing the nature and urgency of the call. It is the Firm's policy that all calls will be returned promptly and in any event no later than within one business day of receipt of the call. If you have not received a return call within that time, please call again.

Client Cooperation. You understand and agree that, in order for the Firm to represent you effectively, it is necessary for you to assist and cooperate with the Firm during this engagement. You agree to (1) make yourselves (including your employees, if applicable) available to discuss issues as they arise in this matter; (2) attend and participate in meetings, preparation sessions and court proceedings, review drafts of documents, and perform other activities in connection with the representation; and (3) provide complete and accurate information and documents to us on a timely basis. Your non-cooperation will be grounds for the Firm's withdrawal from representing you. It is essential that you and the Firm maintain open communications.

Protection of Client Confidences – High Tech Communication Devices. The Firm stays constantly aware of its important obligation to preserve the secrets and confidences of its clients which it holds in precious trust for them. To that end it is important that you and the Firm agree from the outset what kinds of communications technology the Firm should employ in the course of this engagement. For instance, the exchange of documents and other information using email or other types of electronic communications involves some risk that information will be retrieved by third parties with no right to see it. Even the use of facsimile machines can cause problems if documents are sent to numbers where the documents sit in open view.

Therefore, you should only provide the Firm with cellular numbers, facsimile numbers and email addresses which are acceptable to you for receiving confidential communications from the Firm.

If you have any mailing addresses, cellular numbers, facsimile numbers, and email addresses that the Firm should not use for confidential communications, please advise us of these in writing. You agree that the Firm may use any of your cellular numbers, facsimile numbers and email addresses other than those which you specify in writing that the Firm should not use. You can use the Technology Questionnaire form at the end of this letter for this purpose.

During the course of our representation of you, it may be necessary to wire transfer funds to the Firm. We will always provide the Firm's banking information in an encrypted email. Do not rely upon any future purported email from the Firm that changes the wire transfer information without confirming that change through a telephone call directly with a Firm attorney.

Term. The term of this Agreement shall be from July 1, 2024, to June 30, 2027, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than two (2) additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

Fees and Expenses. The Firm's fees are generally based on the actual time spent on the Matter by the Firm's attorneys, paralegals and legal assistants. Each has an hourly rate at which his or her time is charged. That rate is set by the Firm, taking into consideration the individual's professional expertise and other relevant factors. Generally, these rates are revised in November of each year. The current hourly rates are $250 to $990 per hour for the Firm's attorneys and $225 to $290 for the Firm's paralegals. Attorney's time will be recorded in hours and tenths of hours (six minute units) with a minimum entry of two tenths of an hour. Rates for legal assistants and others who perform services for you will be reflected on the invoices issued to you. It is contemplated that the Firm will, and the Firm reserves the right to, increase its hourly rates each year effective each January 1 after the execution of this Agreement, unless the Agreement is canceled or this provision is modified in writing. Generally, the Firm increases its annual rates by $10. John Bakhit's 2024 hourly rate is $395. Firm agrees to honor these rates up to December 31, 2024.

The amount of the fees based on the actual time spent is not necessarily the amount that will be billed to you, but may be adjusted based on the nature of the work performed or the results achieved. Each month before bills are issued, a review is performed to assess the nature and quality of the services performed for you. In cases where there is a significant disparity between the value of the services rendered or results achieved and the fees based on the time spent, the fees may be adjusted, as appropriate under the circumstances, to reflect that value.

In addition to our fees, Client will also be responsible for paying a 5% administrative charge calculated and based on fees billed to cover costs and expenses incurred in our handling of the matter such as photocopies, local travel charges and parking, fax charges, telephone charges and

other similar charges. In addition to the administrative charge Client will be responsible for reimbursing Firm for other out-of-pocket charges such as court and filing fees, deposition charges, messenger fees, witness fees, investigator fees and similar charges.

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The Firm will not be obligated to advance costs on your behalf. However, for the purposes of convenience and in order to expedite matters, the Firm reserves the right to advance costs on your behalf with your prior approval in the event a particular cost item exceeds $2,000.00 in amount and without your prior approval in the event a particular cost item totals $2,000.00 or less.

The Firm will prepare a monthly statement containing a detailed description of the services performed and the costs advanced by the Firm during each month and will mail such statement to you on or about the 15th of the following month. Payment of the full amount due, as reflected on the monthly statement, will be due from you to the Firm by the end of that following month, unless other arrangements are made. In the event where you have funds deposited in the Firm's Client Trust Account at the time a monthly billing statement is prepared, funds will be transferred from the Firm's Client Trust Account to the Firm's General Account to the extent of the balance due on the monthly statement and a credit for such payment will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid after the due date will be subject to a 1% per month service charge.

Client agrees to review the Firm's monthly statements promptly upon receipt and to notify the Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Firm's monthly statement within sixty (60) days of Client's receipt thereof shall be deemed to signify Client's agreement that the monthly billing statement accurately reflects: (i) the legal services performed; and (ii) the proper charge for those legal services.

Initial Deposit to be Applied to Fees and Costs Incurred. When the Firm accepts new clients or material for new matters from existing clients, our policy is to request a deposit against the fees and costs expected to be incurred in the first couple months after the Firm is engaged. This is a refundable deposit; any amount not owed for fees and costs incurred will be refunded upon request. There is no fee deposit due at this time, but the Firm reserves the right to request refundable deposits at appropriate intervals during the Firm's representation of you. All deposits will be placed in the Firm's Client Trust Account. You hereby authorize the Firm to withdraw funds held in the Client Trust Account from time to time as fees and costs are incurred.

Conflicts with Other Clients. The Firm has a number of attorneys. The Firm may currently or in the future represent one or more other clients in matters involving Client. The Firm undertakes this engagement on the condition that the Firm may represent another client in a matter in which the Firm does not represent Client, even if the interests of the other client are adverse to those of Client (including appearance on behalf of another client adverse to Client in litigation or arbitration), provided the other matter is not substantially related to the Firm's representation of

Client and in the course of representing Client attorneys of the Firm have not obtained confidential information of Client material to the representation of the other client ("Permitted Adverse Representation"). Client's consent to this arrangement is required because of its possible adverse effects on performance of the Firm's duties as attorneys to remain loyal and available to those other clients and to render legal services with vigor and competence. Also, if an attorney does not continue an engagement or must withdraw therefrom, the client may incur delay, prejudice or additional cost such as acquainting new counsel for the matter. Client agrees not to seek to disqualify the Firm from representing such other client in any Permitted Adverse Representation.

Termination of Representation. You may terminate this representation at any time, subject to the payment of any fees and costs incurred prior to such termination. The Firm may withdraw from this representation for good cause, on reasonable notice, without your consent. Good cause includes but is not limited to: (1) your failure to cooperate with us as provided above; (2) your failure to pay any bill when due or to replenish the deposit when requested as provided above; or (3) any fact or circumstance that would render our continuing representation unlawful or unethical. Any termination of our representation of you would be subject to such approval as may be required from any court in which the Firm is appearing on your behalf.

Binding Agreement. This letter represents the entire agreement between you and the Firm with respect to this Matter and any other matter which we agree to perform on your request unless such matter is covered by a separate written agreement between you and us. By signing below, you acknowledge that you have carefully reviewed and understand the content of this letter and agree to be bound by all of its terms and conditions. Furthermore, you acknowledge that the Firm has made no representations or guarantees to you regarding the outcome, or the time necessary to resolve, the Matter. No change or waiver of any of the provisions of this letter will be binding on either you or the Firm unless the change is in writing and signed by both you and the Firm.

Document Retention Policy. The Firm will retain its files on each matter handled for you for five (5) years after the Matter is closed. The Firm will then destroy those files unless you have previously asked the Firm in writing to deliver those files to you. However, the Firm will not destroy the following types of files without giving thirty days' written notice to you: (1) estate and succession planning files and (2) corporate, limited liability company or partnership organization and records files.

Consent to Firm Communication. As a part of the Firm's commitment to client service, we will send you periodic alerts on case developments and legislative changes. In addition, we will send you notice on Breakfast Briefings, Conferences, and other training opportunities designed to help you with your daily legal concerns. The Firm will send these and other additional service notices to you via regular mail and/or electronic mail at the e-mail address which you designate on the Technology Questionnaire, contract, or use in your daily communications with us. We believe that these e-mail notices are a quick and convenient way for us to keep you apprised of legal changes which affect your business.

Termination of Attorney-Client Relationship. The attorney-client relationship between you and the Firm will cease at the conclusion of the Matter. There are instances when the Firm has been engaged to provide ongoing general business, tax and estate planning advice to clients. If the Firm is not asked by the Client to provide advice for a period of one (1) year from the last date the Firm provided such ongoing advice, both you and the Firm agree that the attorney-client relationship is terminated on the last date the Firm provided advice, without further action or notice by either party. All other terms and conditions of this letter will remain in full force and effect, including the obligation to pay all unpaid fees and costs and the obligation to arbitrate any disputes as provided below. If you request additional legal services and the Firm agrees to perform those services after such termination, the terms and conditions of this letter will apply with respect to such services unless you and the Firm enter into a new written engagement agreement with respect to such services.

Attorneys' Lien. Client grants the Firm a lien for all amounts owed to the Firm on any sum or sums recovered (whether by litigation, arbitration, settlement or otherwise) in connection with our representation of Client. The Firm is authorized by Client to use this lien to satisfy any obligation owed to the Firm by Client under this letter agreement. The lien will attach to any recovery Client may obtain, whether by arbitration, award, judgment, settlement or otherwise. The effect of such a lien is that the Firm may be able to compel payment of fees and costs from any such funds even if the Firm's representation of Client has been terminated before the conclusion of the Matter. Because the lien may affect Client's property rights, it may be desirable for Client to seek the advice of an independent attorney before agreeing to such a lien. Irrespective of whether or not Client seeks such independent advice, the lien will be effective upon Client's signing of this letter agreement.

Binding Arbitration. If any dispute arises out of, or related to, a claimed breach of this agreement, the professional services rendered by attorneys, or any other disagreement of any nature, type, or description, regardless of the facts or the legal theories which may be involved, including attorney malpractice, breach of fiduciary duty, misrepresentation, or conflict of interest, such dispute shall be resolved by confidential and binding arbitration upon the written request of one party after service of that request on the other party.

There are significant advantages and disadvantages of binding arbitration. The parties shall agree on an arbitrator with special skills and experience to hear and determine the dispute unlike in a court proceeding where a judge is assigned. If the parties cannot agree, then the Superior Court of Los Angeles County shall choose an impartial arbitrator whose decision shall be final and conclusive on all matters.

The parties shall each have the right of discovery in accordance with Code of Civil Procedure Section 1283. Arbitrations conducted pursuant to this agreement permit the same discovery rights as in a court proceeding. Each party shall bear their own costs and attorney fees, including payments to the arbitrator which can be significantly more costly than the filing fee in Court

proceedings where costs may be awarded to the prevailing party. Each party to this agreement waives and therefore gives up important constitutional rights in arbitration as the arbitrator's decision is final. There is no right to appeal to challenge any errors made in the arbitration proceeding. Unlike court proceedings, arbitration proceedings are conducted privately and the outcome will remain confidential. There is no right to a trial by a judge or jury of one's peers. There is no limitation on the type of monetary damage that can be awarded by the arbitrator. The client is advised that the client has the right to have an independent lawyer of client's choice review this arbitration provision.

If the above accurately reflects our mutual agreement, please confirm that by signing and returning a copy of this letter to me. Please do not hesitate to call me to discuss any questions you may have regarding this agreement. In addition, you have the right to consult other counsel to resolve your concerns. In conformance with the Firm's policy, we cannot commence work upon this engagement until we have received a copy of this letter countersigned by you.

Thank you for giving us the opportunity to assist you with your legal matters. We look forward to working with you on this Matter.

Very truly yours,

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

John H. Bakhit

JHB:jag

ACCEPTANCE AND CONSENT BY CLIENT

The undersigned is the Client or an authorized officer or agent of Client and has reviewed and hereby agrees and consents to the above terms and conditions of Client's engagement of the Firm.

CITY OF ONTARIO

By: _____
Name: Angela C. Lopez
Title: Executive Director Human Resources/Risk Management

EXHIBIT "B"
SCHEDULE OF SERVICES

City will engage Consultant to render professional services for the City on an as-needed basis as set forth in this Agreement. Upon completion of services, the consultant shall bill the City monthly.

CITY OF ONTARIO

Agenda Report
July 16, 2024

SECTION:
CONSENT CALENDAR

Department: Public Works
Prepared By: Tim Masot
Staff Member Presenting: Tito Haes, Executive Director Public Works
Reviewed By: Gina Gomez, Bonnie Tam
Approved By:

Submitted To: Council/OHA
Approved: _____
Continued To: _____
Denied: _____
Item No: 14

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

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

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

FISCAL IMPACT: The Fiscal Year 2024-25 Adopted Budget includes appropriations in the Community Development Block Grant (CDBG) Fund for ADA Concrete Ramp Construction Services. The recommended Construction Contract with CT&T Concrete Paving, Inc., is for a total not-to-exceed contract amount of $175,000.

BACKGROUND & ANALYSIS: The Public Works Agency is responsible for the maintenance and installation of ADA ramps citywide. Every year, an average of 25 to 30 new ADA ramps are installed throughout the City using a construction contract vendor. In June 2024, the City solicited bids for Bid No. 1801 ADA Concrete Ramps Construction Services. Six (6) bids were received, and all of them met the minimum bid criteria and standards necessary to perform the scope of work. A summary of the bid results are as follows:

Vendor	Location	Bid Unit Price (Per Ramp)	Total Bid Unit Price with Additional Services
CT&T Concrete Paving, Inc.	Diamond Bar, CA	$5,700	$13,367
Metrocell Construction, Inc.	Ontario, CA	$19,000	$49,209

MAJ Engineering	Chino Hills, CA	$140,000	$154,035
Garcon Construction	Ontario, CA	$104,000	$184,977
HZS Engineering and Construction	Orange, CA	$187,000	$208,075
Gentry General Engineering, Inc.	Colton, CA	$215,420	$225,174

CT&T Concrete Paving, Inc., of Diamond Bar, California, submitted the lowest responsible bid that met all the local and federal required specifications for a unit price of $5,700 per ramp and a total unit price of $13,367 per ramp with the different types of additional services. Additional services would be charged per ramp only when rock curb, Portland Cement Concrete (PCC) curb, or drive approach is removed and replaced. A one-time mobilization cost of $7,000 will be charged for the establishment of construction sites. Based on their credentials, pricing, and favorable reference checks, Staff recommends awarding the construction contract to CT&T Concrete Paving, Inc.

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

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

SECTION 00500 – CONTRACT FOR CONSTRUCTION

This Contract for Construction ("Contract"), No. _____ is made and entered as of _____, by and between City of Ontario, with its principal place of business at 303 East "B" Street, Ontario, CA 91764, sometimes hereinafter called the "City" and **CT& T Concrete Paving, Inc.** sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

ARTICLE 1. SCOPE OF WORK.

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

CDBG ADA Concrete Ramps Construction SM 2425-7.

Contractor is an independent contractor and not an agent of the City. The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION.

Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **365 calendar days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE.

The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **One Hundred Seventy-Five Thousand Dollars with Zero Cents ($175,000).** Payment shall be made as set forth in the General Conditions. The City will pay to Contractor compensation based upon the prices set forth in the Bid Schedule.

ARTICLE 4. LIQUIDATED DAMAGES.

Contractor acknowledges that the City will sustain actual damages for each and every Day completion of the Project is delayed beyond the Contract Time. Because of the nature of the

Project, it would be impracticable or extremely difficult to determine the City's actual damages. Accordingly, in accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of **$250** for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent the City, in case of Contractor's default, from terminating the Contractor.

Consistent with Public Contract Code Section 7102, Contractor will be compensated for damages incurred due to delays for which the City is responsible. The parties agree that determining Contractor's exact delay damages is and will continue to be impracticable and extremely difficult. As such, for each calendar day in excess of the Contract Time, the City shall pay to the Contractor **$250** per day as Reverse Liquidated Damages and not as a penalty or forfeiture. Such amount shall constitute the only payment allowed for any City caused delays and shall necessarily include all overhead, all profits, all administrative costs, all bond costs, all labor, materials, equipment and rental costs and any other costs, expenses and fees incurred or sustained as a result of such delays. Notice of requests for delay damages and additional days shall be provided to the City within five (5) Days from the discovery of the circumstances giving rise to any delay or three (3) Days from the discovery of any latent or subsurface conditions giving rise to a delay.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.

The "Contract Documents" include the following

Notice Inviting Bids
Instructions to Bidders
Bid Forms
Bid Acknowledgement
Bid Schedule
Bid Guarantee
Designation of Subcontractors
Information Required of Bidders
Non-Collusion Declaration Form
Iran Contracting Act Certification
Public Works Contractor DIR Registration Certification
Performance Bond
Payment (Labor and Materials) Bond
Contract for Construction
General Conditions
Special Conditions
Specifications
Addenda
Construction Plans and Drawings
Standard Specifications for Public Works Construction "Greenbook", latest edition, Except Sections 1-9
Applicable Local Agency Standards and Specifications, as last revised

Reference Specifications
Approved and fully executed Change Orders
Permits
Any other documents contained in or incorporated into the Contract

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

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

ARTICLE 7. INDEMNIFICATION.

Contractor shall provide indemnification and defense as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES.

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

ARTICLE 9. FALSE CLAIMS.

Contractor acknowledges that if a false claim is submitted to the City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

CITY OF ONTARIO

By: _____
Scott Ochoa
City Manager

ATTEST:

By: _____
Sheila Mautz, City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

CT&T Concrete Paving, Inc.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

(CONTRACTOR'S SIGNATURE MUST BE NOTARIZED AND CORPORATE SEAL AFFIXED, IF APPLICABLE)

END OF CONTRACT

Bid Results

Bidder Details

Vendor Name	CT&T Concrete Paving, Inc.
Address	334 S. Diamond Bar Blvd. PMB275 Diamond Bar, California 91765 United States
Respondee	Jose Carvajal
Respondee Title	President
Phone	909-629-8000
Email	jose.cttinc@gmail.com
Vendor Type	CADIR
License #	875627
CADIR	1000025154

Bid Detail

Bid Format	Electronic
Submitted	06/07/2024 2:31 PM (PDT)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	382188

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Ontario CDBG ADA Concrete Ramps 2425-7 - Noncollusion.pdf	Ontario CDBG ADA Concrete Ramps 2425-7 - Noncollusion.pdf	Non-Collusion
Ontario CDBG ADA Concrete Ramps 2425-7 - Proposal Documents.pdf	Ontario CDBG ADA Concrete Ramps 2425-7 - Proposal Documents.pdf	General Attachment

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Section 1							$12,700.00		
1			ADA Ramps per City Standards from ECR to BCR (turnkey)	Lot	1	$5,700.00	$5,700.00	Yes	
2			Initial Mobilization	Lump Sum	1	$7,000.00	$7,000.00	Yes	
Section 2							$667.00		
3			Remove exisiting 4" sidewalk and replace with 6" sidewalk at new drive approach per city standard 1203	Sq. Ft	1	$14.00	$14.00	Yes	
4			Remove and replace 6" residential drive approach per city standard 1203	Sq. Ft	1	$15.00	$15.00	Yes	
5			Remove existing sidewalk and replace with 8" sidewalk at commercial drive approach per city Std. 1204	Sq. Ft	1	$17.00	$17.00	Yes	
6			Remove and replace 8" commercial drive approach per city standard 1204	Sq. Ft	1	$18.00	$18.00	Yes	
7			Remove and replace PCC curb type "A" per city standard 1201	LF	1	$56.00	$56.00	Yes	
8			Remove and replace PCC curb and gutter type "B" per city standard 1201	LF	1	$63.00	$63.00	Yes	
9			Remove and replace PCC curb and gutter type "V" per city standard 1201	LF	1	$67.00	$67.00	Yes	
10			Remove and replace rock curb and install PCC curb and gutter type "A" per city std. 1201	LF	1	$73.00	$73.00	Yes	
11			Remove and replace rock curb and install PCC curb and gutter type "B" per city std. 1201	LF	1	$80.00	$80.00	Yes	
12			Remove and replace rock curb and install PCC curb and gutter type "V" per city std. 1201	LF	1	$80.00	$80.00	Yes	
13			Remove and replace rock curb per city standard 1202	LF	1	$73.00	$73.00	Yes	
14			Install curb ramps per City standard 1213	Sq. Ft	1	$43.00	$43.00	Yes	
15			Install curb ramps per California Department of Transporation standard drawing RSP A88A (in the absence of City Std.)	Sq. Ft	1	$34.00	$34.00	Yes	
16			Install 8" cross gutter per city standard 1208	Sq. Ft	1	$23.00	$23.00	Yes	
17			Remove and replace 4" sidewalk per city standard 1203	Sq. Ft	1	$11.00	$11.00	Yes	

Line Item Subtotals

Section Title	Line Total
Section 1	**$12,700.00**
Section 2	**$667.00**
Grand Total	**$13,367.00**

CITY OF ONTARIO *Agenda Report* **July 16, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Adrian Escamilla Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Andrea Ampig, Bonnie Tam Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 15

SUBJECT: DESIGN SERVICES AGREEMENTS FOR ON-CALL RETAIL ARCHITECTURAL DESIGN SERVICES

RECOMMENDATION: That the City Council take the following action:

A. Authorize the City Manager, or his designee, to execute the following three-year Design Services Agreements for on-call Retail Architectural Services for a total compensation amount of $1,050,000 over three (3) years and extend the agreements for up to two (2) additional one-year periods:

1. Architecture Plus, Inc., of La Canada, California, for a total contract amount not-to-exceed $150,000, and
2. DLR Group, of Riverside, California, for a total contract amount not-to-exceed $150,000, and
3. KWWA Architecture, of El Monte, California, for a total contract amount not-to-exceed $150,000, and
4. M. Arthur Genster Jr. & Associates, Inc., of Los Angeles, California, for a total contract amount not-to-exceed $150,000, and
5. Miller Architectural Corporation, of Riverside, California, for a total contract amount not-to-exceed $150,000, and
6. RDC-S111, Inc., of Long Beach, California, for a total contract amount not-to-exceed $150,000; and
7. Westgroup Designs, of Irvine, California, for a total contract amount not-to-exceed $150,000.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)
Invest in the Growth and Evolution of the City's Economy

FISCAL IMPACT: The proposed Design Services Agreements with Architecture Plus, Inc., DLR Group, KWWA Architecture, M. Arthur Genster Jr. & Associate, Inc., Miller Architectural Corporation, RDC-S111, Inc., and Westgroup Designs are an estimated amount of $50,000 per year for a total not-to-exceed contract amount of $150,000 over three (3) years per contract.

All seven firms have agreed to fixed billing rates set forth in their respective agreements on an on-call, as needed basis for three years. Pricing for the option years will be negotiated and any proposed fee increases will not exceed 3% per year. The Fiscal Year 2024-25 Adopted Budget includes appropriations in the Capital Projects Fund, Capital Projects-Measure Q Fund, and General Fund for on-call Retail Architecture Services.

BACKGROUND & ANALYSIS: The City has needs for On-Call Retail Architectural Services for work that cannot be provided by City Staff. Staff is recommending contracts with a total of seven (7) qualified firms to assure a timely and cost-effective option is always available for each task order. Additionally, Staff is recommending that all contracts be executed between the firms and the City, so that any City agencies can use these firms. This procedure reduces overhead charges and increases efficiency in completing critical projects, ultimately resulting in well-executed projects.

On May 15, 2024, the City solicited requests for qualifications for on-call Retail Architectural Services and responses from the following firms were evaluated:

Architectural Firm	Location
Architecture Plus, Inc.	La Canada, CA
DLR Group	Riverside, CA
KWWA Architecture	El Monte, CA
M. Arthur Gensler Jr. & Associates, Inc.	Los Angeles, CA
Miller Architectural Corporation	Redlands, CA
RDC-S111, Inc.	Long Beach, CA
Westgroup Designs	Irvine, CA

City Staff reviewed the requests for proposals utilizing a qualifications-based selection process. Architecture Plus, Inc., DLR Group, KWWA Architecture, M. Arthur Genster Jr. & Associates, Inc., RDC-S111, Inc., Miller Architectural Corporation and Westgroup Designs were deemed to be the most qualified firms. The recommendation to award Design Services Agreements to these firms is based on their broad range of expertise as demonstrated by work performed for other municipal agencies and capability to perform highly complex work in a timely manner.

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

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
DESIGN SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into as of_____, by and between the City of Ontario, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City"), and **M. Arthur Gensler Jr. & Associates, Inc** a corporation with its principal place of business at **500 South Figueroa St. Los Angeles, CA 90071** (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referredto herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 City. City is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Consultant**.** Consultant desires to perform and assume responsibility for the provision of certain professional architectural design services requiredby the City on the terms and conditions set forth in this Agreement. Consultant warrants that it isfully licensed, qualified, and willing to perform the services required by this Agreement; provided, however, that if Consultant is a corporation or other organization, the Project Consultant designated pursuant to Section 3.2, and not the Consultant itself, shall be fully licensed to practiceas an architect in the State of California.

2.3 Project**.** City desires to engage Consultant to render such services for **the On-Call Retail Architect Design Services** ("Project") as set forth in this Agreement.

3. TERMS

3.1 Employment of Consultant.

3.1.1 Scope of Services. Consultant promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional architectural and related services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement

(hereinafter referred to as “Services”). The Services are more particularly described throughout this Agreement, including Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordancewith, this Agreement, any exhibits attached hereto and incorporated herein by reference, and allapplicable local, state and federal laws, rules and regulations. All Services performed by Consultant shall be subject to the sole and discretionary approval of the City, which approval shallnot be unreasonably withheld.

3.1.2 Term. The term of this Agreement shall be from **July 16, 2024,** to **July 16, 2027**, The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than **two** additional one-year terms unless earlier terminated as provided herein. Consultant shall complete the Services within the term of agreement and shall meet any other established scheduled and deadlines.

3.2 Project Consultant; Key Personnel.

3.2.1 Retail Architect. Consultant shall name a specific individual to act as Project Consultant, subject to the approval of City. Consultantthereby designates **Aaron Birney** (License No. #C4622) to act as the Retail Architect for the Project. The Architect shall: (1) maintain oversight of the Services; (2) have full authority to represent and act on behalf of the Consultant for all purposes under thisAgreement; (3) supervise and direct the Services using his or her best skill and attention; (4) be responsible for the means, methods, techniques, sequences and procedures used for theServices; (5) adequately coordinate all portions of the Services; and (6) act as principal contact with y and all contractors, consultants, engineers and inspectors on the Project. Any change in the Retail Architect shall be subject to the City’s prior written approval, which approval shall not be unreasonably withheld. The new Retail Architect shall be of at least equal competence as the prior Retail Architect. In the event that City and Consultant cannotagree as to the substitution of a new Retail Architect. City shall be entitled to terminate this Agreement for cause.

3.2.2 Key Personnel. In addition to the Retail Architect, Consultant has represented to the City that certain additional key personnel, engineers and consultants will perform the Services under this Agreement. Should one or more of such personnel, engineers or consultants become unavailable, Consultant may substitute others of atleast equal competence upon written approval of the City. In the event that City and Consultant cannot agree as to the substitution of key personnel, engineers or consultants, City shall be entitled to terminate this Agreement for cause. The key additional personnel, engineers and consultants for performance of this Agreement are as follows: **Aaron Birney, Principal**

3.3 Hiring of Consultants and Personnel.

3.3.1 Right to Hire or Employ. Consultant shall have the option, unless City objects in writing after notice, to employ at its expense architects, engineers, experts or other consultants qualified and licensed to render services in connection with the planning and/or administration of the Project, and to delegate to them such duties as Consultant may delegate without relieving Consultant from administrative or other responsibility under this Agreement. Consultant shall be responsible for the coordination and cooperation of Consultant’s architects, engineers, experts or other consultants. All consultants, including changes in consultants, shall be subject to approval by City in its sole and reasonable discretion. Consultant shall notify City of the identity of all consultants at least fourteen (14) days prior to their commencement of work to allow City to review their qualifications and approve to their participation on the Project in its

sole and reasonable discretion.

3.3.2 Qualification and License. All architects, engineers, experts and other consultants retained by Consultant in performance of this Agreement shall be qualified to perform the Services assigned to them, and shall be licensed to practice in their respective professions, where required by law.

3.3.3 Standards and Insurance. All architects, engineers, experts and other consultants hired by Consultant shall be required to meet all of the same standards and insurance requirements set forth in this Agreement, unless other standards or requirements are approved by the City in writing. Unless changes are approved in writing by the City, Consultant's agreements with its consultants shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.3.4 Assignments or Staff Changes. Consultant shall promptly obtain written City approval of any assignment, reassignment or replacement of such architects, engineers, experts and consultants, or of other staff changes of key personnel working on the Project. As provided in the Agreement, any changes in Consultant's consultants and key personnel shall be subject to approval by City.

3.3.5 Draftsman and Clerical Support. Draftsmen and clerical personnel shall be retained by Consultant at Consultant's sole expense.

3.4 Standard of Care.

3.4.1 Standard of Care. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform the Services in the same discipline in the State of California, and shall be responsible to City for damages sustained by the City and delays to the Project as specified in the indemnification provision of this Agreement. Without limiting the foregoing, Consultant shall be fully responsible to the City for any increased costs incurred by the City as a result of any such delays in the design or construction of the Project. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants and represents that all of its employees, architects, engineers, experts and other consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees, architects, engineers, experts and other consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services assigned to or rendered by them and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein.

3.4.2 Performance of Employees. Any employee or consultant who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee or consultant who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.5 Laws and Regulations.

3.5.1 Knowledge and Compliance. Consultant shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Services or the Project, and shall give all notices required of the Consultant by law. Consultant shall be liable, pursuant to the standard of care and indemnification provisions of this Agreement, for all violations of such laws and regulations in connection with its Services. Consultant shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.5.2 Drawings and Specifications. Consultant shall cause all drawings and specifications to conform to any applicable requirements of federal, state and local laws, rules and regulations, including the Uniform Building Code, in effect as of the time the drawings and specifications are prepared or revised during the latest phase of the Services described in Exhibit "A" attached hereto. Any significant revisions made necessary by changes in such laws, rules and regulations after this time may be compensated as Additional Services which were not knownor reasonably should not have been known by Consultant. Consultant shall cause the necessary copies of such drawings and specifications to be filed with any governmental bodies with approval jurisdiction over the Project, in accordance with the Services described in Exhibit "A" attached hereto. For the preparation of all such drawings and specifications, the Consultant shall use Computer Aided Design Drafting ("CADD") (e.g., AutoCAD) or other technology acceptable to the Consultant and City.

3.5.3 Americans with Disabilities Act. Consultant will use its best professional efforts to interpret all applicable federal, state and local laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act ("ADA"). Consultant shall inform City of the existence of inconsistencies of which it is aware or reasonably should be aware between federal and state accessibility laws, rules and regulations, as well as any other issues which are subject to conflicting interpretations of the law, and shall provide the City with its interpretation of such inconsistencies and conflicting interpretations. Unless Consultant brings such inconsistencies and conflicting interpretations to the attention of the City and requests City's direction on how to proceed, the Consultant's interpretation of such inconsistencies and conflicting interpretations shall be the sole responsibility and liability of Consultant, and the Consultant shall correct all plans, specifications and other documents prepared for the Project at no additional cost if its interpretations are shown to be incorrect. In the event that the Consultant request's City's direction on how to proceed with respect to any inconsistent and/or conflicting interpretation, the Consultant shall be responsible to the City only pursuant to the indemnification provisions of this Agreement.

3.5.4 Permits, Approvals and Authorizations. Consultant shall provide City witha list of all permits, approvals or other authorizations required for the Project from all federal, stateor local governmental bodies with approval jurisdiction over the Project. Consultant shall then assist the City in obtaining all such permits, approvals and other authorizations. The costs of such permits, approvals and other authorizations shall be paid by the City.

3.5.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances

regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq*.); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant shall additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. Failure to comply with laws, regulations, and ordinances listed in this Section is a violation of federal and state law.

3.6 Independent Contractor.

3.6.1 Control and Payment of Subordinates. City retains Consultant on an independent contractor basis and Consultant is not an employee of City. Consultant is not an employee for state tax, federal tax or any other purpose, and is not entitled to the rights or benefits afforded to City's employees. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City, and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.7 Schedule of Services.

3.7.1 Consultant Services. Consultant shall fully and adequately complete the Services described in this Agreement and in Exhibit "A" attached hereto and incorporated herein by reference.

3.7.2 Timely Performance Standard. Consultant shall perform all Services hereunder as expeditiously as is consistent with professional skill and care, as well as the orderly progress of the Project work so as not to be the cause, in whole or in part, of delays in the completion of the Project or in the achievement of any Project milestones, as provided herein. Specifically, Consultant shall perform its Services so as to allow for the full and adequate completion of the Project within the time required by the City and within any completion schedules adopted for the Project. Consultant agrees to coordinate with City's staff, contractors and consultants in the performance of the Services, and shall be available to City's staff, contractors and consultants at all reasonable times.

3.7.3 Performance Schedule. Consultant shall prepare an estimated time schedule for the performance of Consultant's Services, to be adjusted as the Project proceeds. Such schedule shall be subject to the City's review and approval, which approval shall not be unreasonably withheld, and shall include allowances for periods of time required for City's review and approval of submissions, and for approvals of authorities having jurisdiction over Project approval and funding. If City and Consultant cannot mutually agree on a performance schedule, City shall have the authority to immediately terminate this Agreement. The schedule shall not be exceeded by Consultant without the prior written approval of City. If the Consultant's Services are not completed within the time provided by the agreed upon performance schedule, or any milestones established therein, it is understood, acknowledged and agreed that the City will suffer damage for which the Consultant will be responsible.

3.7.4 Excusable Delays. Any delays in Consultant's work caused by the following may be added to the time for completion of any obligations of Consultant: (1) the actionsof City or its employees; (2) the actions of those in direct contractual relationship with City; (3) theactions of any governmental agency having jurisdiction over the Project; (4) the actions of any parties not within the reasonable control of the Consultant; and (5) any Force Majeure Event (asdefined herein) or other unforeseen occurrence not due to any fault or negligence on the part of Consultant. Neither the City nor the Consultant shall be liable for damages, liquidated or otherwise, to the other on account of such delays.

3.7.5 Force Majeure Events. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the Services and Agreement. Should a Force Majeure Event occur, the non-performing Party shall, within fifteen (15) calendar days of the beginning of an Force Majeure Event, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.7.6 Request for Excusable Delay Credit. The Consultant shall, within fifteen (15) calendar days of the beginning of any excusable delay, notify the City in writing of the causes of delay (unless City grants in writing a further period of time to file such notice prior to the date of final payment under the Agreement). City will then ascertain the facts and the extent of the delay, and grant an extension of time for completing the Services when, in its sole judgment, the findings of fact justify such an extension. The City's findings of fact thereon shall be final and conclusive on the Parties. Extensions of time shall apply only to that portion of the Services affected by the delay and shall not apply to other portions of the Services not so affected. The sole remedy of Consultant for extensions of time shall be an extension of the performance time at no cost to the City. If Additional Services are required as a result of an excusable delay, the Parties shall mutually agree thereto pursuant to the Additional Services provision of this Agreement. Should Consultant make an application for an extension of time, Consultant shall submit evidence that the insurance policies required by this Agreement remain in effect during the requested additional period of time.

3.8 Additional Services.

3.8.1 Request for Services. At City's request, Consultant may be asked to perform services not otherwise included in this Agreement, not included within the basic services listed in Exhibit "A" attached hereto, and/or not customarily furnished in accordance with generally

accepted architectural practice.

3.8.2 Definition. As used herein, “Additional Services” mean: (1) any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary for the Consultant to perform at the execution of this Agreement; or (2) any work listed as Additional Services in Exhibit “A” attached hereto. Consultant shall not perform, nor be compensated for, Additional Services without prior written authorization from City and without an agreement between the City and Consultant as to the compensation to be paid for such services. City shall pay Consultant for any approved Additional Services, pursuant to the compensation provisions herein, so long as such services are not made necessary through the fault of Consultant pursuant to the indemnification provision of this Agreement.

3.8.3 Examples of Additional Services. Such Additional Services shall notinclude any redesign or revisions to drawings, specifications or other documents when such revisions are necessary in order to bring such documents into compliance with applicable laws, rules, regulations or codes of which Consultant was aware or should have been aware pursuantto the laws and regulations provision of this Agreement above. Such Additional Services may include, but shall not be limited to:

(a) Separately Bid Portions of Project. Plan preparation and/or administration of work on portions of the Project separately bid.

(b) Furniture and Interior Design. Assistance to City, if requested, for the selection of moveable furniture, equipment or articles which are not included in the Construction Documents.

(c) Fault of Contractor. Services caused by delinquency, default or insolvency of contractor, or by major defects in the work of the contractor, provided that any such services made necessary by the failure of Consultant to detect and report such matters when it reasonably should have done so shall not be compensated.

(d) Inconsistent Approvals or Instructions. Revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of Consultant.

(e) Legal Proceedings. Serving as an expert witness on City's behalf or attending legal proceedings to which the Consultant is not a party.

(f) Damage Repair. Supervision of repair of damages to any structure.

(g) Extra Environmental Services. Additional work required for environmental conditions (e.g. asbestos or site conditions) not already contemplated within the Consultant's services for the Project.

3.9 City Responsibilities. City’s responsibilities shall include the following:

3.9.1 Data and Information. City shall make available to Consultant all necessary data and information concerning the purpose and requirements of the Project, including scheduling and budget limitations, objectives, constraints and criteria. As part of the budget limitation information, the City shall provide the Consultant with a preliminary construction budget

("City's Preliminary Construction Budget").

3.9.2 Project Survey. If required pursuant to the scope of the Project and if requested by Consultant, City shall furnish Consultant with, or direct Consultant to procure at City's expense, a survey of the Project site prepared by a registered surveyor or civil engineer, any other record documents which shall indicate existing structures, land features, improvements, sewer, water, gas, electrical and utility lines, topographical information and boundary dimensions of the site, and any other such pertinent information.

3.9.3 Bid Phase. Distribute Construction Documents to bidders and conduct the opening and review of bids for the Project.

3.9.4 Testing. Retain consultant(s) to conduct chemical, mechanical, soils, geological or other tests required for proper design of the Project, and furnish such surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known to determine soil condition or to ensure the proper development of the required drawings and specifications.

3.9.5 Required Inspections and Tests. Retain consultant(s) to conduct materials testing and inspection or environmental/hazardous materials testing and inspection pursuant to any applicable laws, rules or regulations.

3.9.6 Fees of Reviewing or Licensing Agencies. Directly pay or reimburse the payment of all fees required by any reviewing or licensing agency, or other agency having approval jurisdiction over the Project.

3.9.7 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. The City Manager hereby designates **Tito Haes, Executive Director Public Works**, or his or her designee, as the City's contact for the implementation of the Services hereunder. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.9.8 Review and Approved Documents. Review all documents submitted by Consultant, including change orders and other matters requiring approval by the City Council or other officials. City shall advise Consultant of decisions pertaining to such documents within a reasonable time after submission, so as not to cause unreasonable delay as provided in the excusable delay provisions of this Agreement above.

3.10 Compensation.

3.10.1 Consultant's Compensation for Basic Services. City shall pay to Consultant, for the performance of all Services rendered under this Agreement, the total not to exceed amount of **One Hundred Fifty Thousand Dollars** (**$150,000**) ("Total Compensation"). This Total Compensation amount shall be based upon, and may be adjusted according to, the fee schedule and related terms and conditions attached hereto as Exhibit "B" and incorporated herein by reference. The Total Compensation, as may be adjusted upon mutual agreement, shall constitute complete and adequate payment for Services under thisAgreement.

3.10.2 Payment for Additional Services. At any time during the term of this Agreement, City may request that Consultant perform Additional Services. As used herein,

Additional Services means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Any additional work in excess of this amount must be approved by the City. If authorized, such Additional Services will be compensated at the rates and in the manner set forth in Exhibit "B" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the Parties. IfCity requires Consultant to hire consultants to perform any Additional Services, Consultant shall be compensated therefore at the rates and in the manner set forth in Exhibit "B" attached heretoand incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the Parties. City shall have the authority to review and approve the rates of any such consultants. In addition, Consultant shall be reimbursed for any expenses incurred by such consultants pursuant to the terms and conditions of Section 3.10.3.

3.10.3 Reimbursable Expenses. Reimbursable expenses are in addition to compensation for the Services and Additional Services. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, which approval may be evidenced by inclusion in Exhibit "B" attached hereto. Such reimbursable expenses shall include only those expenses which are reasonably and necessarily incurred by Consultant in the interest of the Project. Consultant shall be required to acquire prior written consent in order to obtain reimbursement for the following: (1) extraordinary transportation expenses incurred in connection with the Project; (2) out-of-town travel expenses incurred in connection with the Project; (3) fees paid for securing approval of authorities having jurisdiction over the Project; (4) bid document duplication costs in excess of $1,000; and (5) other costs, fees and expenses in excess of $1,000.

3.10.4 Payment to Consultant. Consultant's compensation and reimbursable expenses shall be paid by City to Consultant no more often than monthly. Such periodic payments shall be made based upon the percentage of work completed, and in accordance with the phasing and funding schedule provided in Exhibit "B" and the compensation rates indicated in Exhibit "B" attached hereto and incorporated herein by reference. In order to receive payment, Consultant shall present to City an itemized statement which indicates Services performed, percentage of Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. The amount paid to Consultant shall never exceed the percentage amounts authorized by the phasing and funding schedule located in Exhibit "B" attached hereto. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the Parties in a mutually agreeable manner.

Payments made for Additional Services shall be made in installments, not more often than monthly, proportionate to the degree of completion of such services or in such other manner as the Parties shall specify when such services are agreed upon, and in accordance with any authorized fee or rate schedule. In order to receive payment, Consultant shall present to City an itemized statement which indicates the Additional Services performed, percentage of Additional Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Additional Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the Parties in a mutually agreeable manner.

Upon cancellation or termination of this Agreement, Consultant shall be compensated as set forth in the termination provision herein.

3.10.5 Withholding Payment to Consultant. The City may withhold payment, in whole or in part, to the extent reasonably necessary to protect the City from claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind to the extent arising out of or caused by the negligence, recklessness, or willful misconduct protected under the indemnification provisions of this Agreement. Failure by City to deduct any sums from a progress payment shall not constitute a waiver of the City's right to such sums. The City may keep any moneys which would otherwise be payable at any time hereunder and apply the same,or so much as may be necessary therefor, to the payment of any expenses, losses, or damagesas determined by the City, incurred by the City for which Consultant is liable under the Agreementor state law. Payments to the Consultant for compensation and reimbursable expenses due shallnot be contingent on the construction, completion or ultimate success of the Project. Payment tothe Consultant shall not be withheld, postponed, or made contingent upon receipt by the City of offsetting reimbursement or credit from Parties not within the Consultant's reasonable control.

3.10.6 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. **If** the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and **if** the total compensation is $1,000 or more, Consultant agrees to fully complywith and to require its consultants to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the Project site. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4. Consultant shall defend, indemnify and hold the City, itselected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure of the Consultant or its consultants to comply with the Prevailing Wage Laws.

(a) Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works project" of over $25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over $15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance

requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the Department of Industrial Relations against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subconsultant.

3.11 Notice to Proceed.

Consultant shall not proceed with performance of any Services under this Agreement unless and until the City provides a written notice to proceed.

3.12 Termination, Suspension and Abandonment.

3.12.1 Grounds for Termination; Consultant's Termination for Cause. City hereby reserves the right to suspend or abandon, at any time and for any reason, all or any portion of the Project and the construction work thereon, or to terminate this Agreement at any time with or without cause. Consultant shall be provided with at least seven (7) days advanced written notice of such suspension, abandonment or termination. In the event of such suspension, abandonment or termination, Consultant shall be paid for Services and reimbursable expenses rendered up to the date of such suspension, abandonment or termination, pursuant to the schedule of payments provided for in this Agreement, less any claims against or damages suffered by City as a result of the default, if any, by Consultant. Consultant hereby expressly waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein, in the event of such suspension, abandonment or termination. Consultant may terminate this Agreement for substantial breach of performance by the City such as failure to make payment to Consultant as provided in this Agreement.

3.12.2 City's Suspension of Work. If Consultant's Services are suspended by City, City may require Consultant to resume such Services within ninety (90) days after written notice from City. When the Project is resumed, the Total Compensation and schedule of Services shall be equitably adjusted upon mutual agreement of the City and Consultant.

3.12.3 Documents and Other Data. Upon suspension, abandonment or termination, Consultant shall provide to City all preliminary studies, sketches, working drawings, specifications, computations, and all other Project Documents, as defined below, to which City would have been entitled at the completion of Consultant's Services under this Agreement. Upon payment of the amount required to be paid to Consultant pursuant to the termination provisions of this Agreement, City shall have the rights, as provided in this Agreement hereinafter, to use such Project Documents prepared by or on behalf of Consultant under this Agreement. Consultant shall make such documents available to City upon request and without additional compensation other than as may be approved as a reimbursable expense.

3.12.4 Employment of other Consultants. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.13 Ownership and Use of Documents; Confidentiality.

3.13.1 Ownership. All plans, specifications, original or reproducibletransparencies of working drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically orotherwise recorded on computer diskettes (hereinafter referred to as the "Project Documents") shall be and remain the property of City. Although the official copyright in all Project Documentsshall remain with the Consultant or other applicable subcontractors or consultants, the Project Documents shall be the property of City whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, Consultant shall provide to City copies of all Project Documents required by City. In addition, Consultant shall retain copies of all Project Documents on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment ofreasonable duplication costs. Before destroying the Project Documents following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.13.2 Right to Use. Consultant grants to City the right to use and reuse all or part of the Project Documents, at City's sole discretion and with no additional compensation to Consultant, for the following purposes:

(a) The construction of all or part of this Project.

(b) The repair, renovation, modernization, replacement, reconstruction or expansion of this Project at any time;

(c) The construction of another project by or on behalf of the City for its ownership and use;

City is not bound by this Agreement to employ the services of Consultant in the event such documents are used or reused for these purposes. City shall be able to use or reuse the Project Documents for these purposes without risk of liability to the Consultant or third parties with respect to the condition of the Project Documents, and the use or reuse of the Project Documents for these purposes shall not be construed or interpreted to waive or limit City's right to recover for latent defects or for errors or omissions of the Consultant.

Any use or reuse by City of the Project Documents on any project other than this Project without employing the services of Consultant shall be at City's own risk with respect to third parties. If City uses or reuses the Project Documents on any project other than this Project, it shall remove the Consultant's seal from the Project Documents and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Project Documents on such other project.

3.13.3 License. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein. Consultant shall require any and all subcontractors and consultants to agree in writing that City is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

3.13.4 Right to License. Consultant represents and warrants that Consultant has the legal right to license any and all copyrights, designs and other intellectual property embodied

in the Project Documents that Consultant prepares or causes to be prepared pursuant to this Agreement. Consultant shall indemnify and hold City harmless pursuant to the indemnification provisions of this Agreement for any breach of this Section. Consultant makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents that were prepared by design professionals other than Consultant and provided to Consultant by City.

3.13.5 Confidentiality. All Project Documents, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant to the extent they are not subject to disclosure pursuant to the Public Records Act. All Project Documents shall not, without the written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Project Documents to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the written consent of City.

3.14 Indemnification.

3.14.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

3.14.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.15 Insurance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurancerequired under this section.

3.15.1 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, Consultant shall, at its expense, procure and maintain infull force and effect for the duration of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

3.15.2 Additional Insured. The City of Ontario, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on Consultant's and its subconsultants' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

3.15.3 Commercial General Liability

(a) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(b) Coverage for Commercial General Liability insurance shall be at least as broad as the following: Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent. Commercial General Liability Insurance must include coverage for the following:

(i) Bodily Injury and Property Damage

(ii) Personal Injury/Advertising Injury

(iii) Premises/Operations Liability

(iv) Products/Completed Operations Liability

(v) Aggregate Limits that Apply per Project

(vi) Explosion, Collapse and Underground (UCX) exclusion deleted

(vii) Contractual Liability with respect to this Contract

(viii) Broad Form Property Damage

(ix) Independent Consultants Coverage

(c) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(d) The policy shall give City, the City Council and each member of the City Council, its officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(e) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

3.15.4 Automobile Liability

(a) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(b) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(c) The policy shall give City, the City Council and each member of the City Council, its officers, employees, agents and City designated volunteers additional insured status.

(d) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

3.15.5 Workers' Compensation/Employer's Liability

(a) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(b) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this Section.

3.15.6 Professional Liability (Errors and Omissions)

(a) At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

3.15.7 Minimum Policy Limits Required

(a) The following insurance limits are required for the Agreement:

Coverage	Combined Single Limit
Commercial General Liability	$2,000,000 per occurrence/ $4,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	$2,000,000 per occurrence for bodily injury and property damage
Employer's Liability	$1,000,000 per occurrence
Professional Liability	$2,000,000 per claim and aggregate (errors and omissions)

(b) Defense costs shall be payable in addition to the limits.

(c) Requirements of specific coverage or limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

3.15.8 Evidence Required

(a) Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

3.15.9 Policy Provisions Required

(a) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultantshall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the termof this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(b) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

(c) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if thepolicy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

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

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

3.15.10 Qualifying Insurers

(a) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements: Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.15.11 Additional Insurance Provisions

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

(b) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(c) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(d) Neither the City nor the City Council, nor any member of the City

Council, nor any of the officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

3.15.12 Subconsultant Insurance Requirements

(a) Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

3.16 Records.

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to thisAgreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

3.17 Standardized Manufactured Items.

Consultant shall cooperate and consult with City in the use and selection of manufactured items on the Project, including but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials and floor coverings. All such manufactured items shall be standardized to City's criteria to the extent such criteria do not interfere with building design.

3.18 Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described herein. Any additional or subsequent construction at the site of the Project, or at any other City site, will be covered by, and be the subject of, a separate Agreement for architectural services between City and the Consultant chosen therefor by City.

3.19 Mediation.

Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the Parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the Parties.

3.20 Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

3.21 Asbestos Certification.

Consultant shall certify to City, in writing and under penalty of perjury, that to the best of its knowledge, information and belief no asbestos-containing material or other material deemed to be hazardous by the state or federal government was specified as a building material in any construction document that the Consultant prepares for the Project. Consultant shall require all consultants who prepare any other documents for the Project to submit the same written certification. Consultant shall also assist the City in ensuring that contractors provide City with certification, in writing and under penalty of perjury, that to the best of their knowledge, information and belief no material furnished, installed or incorporated into the Project contains asbestos or any other material deemed to be hazardous by the state or federal government. These certifications shall be part of the final Project submittal. Consultant shall include statements in its specifications that materials containing asbestos or any other material deemed to be hazardous by the state or federal government are not to be included.

3.22 No Third Party Rights.

This Agreement shall not create any rights in, or inure to the benefits of, any third party except as expressly provided herein.

3.23 Governing Law.

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Venue shall be in San Bernardino County.

3.24 Exhibits and Recitals.

All exhibits and recitals contained herein and attached hereto are material parts of this Agreement and are incorporated as if fully set forth.

3.25 Severability.

Should any provision in the Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

3.26 Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

3.27 Safety.

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

3.28 Harassment Policy.

Consultant shall provide a copy of the City's Harassment Policy to each of its employees

assigned to perform the tasks under this Agreement. Consultant shall submit to the City's Personnel Manager a statement signed by each of its employees who are assigned to perform the Services under this Agreement certifying receipt of City's Harassment Policy and certifying that they have read the Harassment Policy. A finding by the City that any of Consultant's employees has harassed a City employee shall be grounds for appropriate discipline, up to and including such employee's removal from performance of this Agreement at City's request.

3.29 Delivery of Notices.

All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

CITY:	CONSULTANT:
City of Ontario	M. Arthur Gensler Jr. & Associates, Inc.
303 East "B" Street	500 South Figueroa St.
Ontario, CA 91764	Los Angeles, CA 90071
Attn: Adrian Escamilla, Design and Construction	Attn: Aaron Birney, Principal

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.30 Time of Essence.

Time is of the essence for each and every provision of this Agreement.

3.31 City's Right to Employ Other Consultants.

City reserves right to employ other consultants, including designers, in connection with this Project or other project.

3.32 Prohibited Interests.

3.32.1 Solicitation. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability.

3.32.2 Conflict of Interest. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct

interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.33 Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or any other classification protected by federal or state law. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.34 Labor Certification.

By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.35 Subcontracting.

As specified in this Agreement, Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to each and every provision of this Agreement.

3.36 Supplemental Conditions.

Any supplemental conditions shall be attached as an exhibit to this Agreement, and that exhibit shall be incorporated herein by reference.

3.37 Entire Agreement.

This Agreement, with its exhibits, contains the entire agreement of the Parties hereto, and supersedes any and all other prior or contemporaneous negotiations, understandings and oral or written agreements between the Parties hereto. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.

SIGNATURES ON FOLLOWING PAGE

SIGNATURE PAGE FOR DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND M. ARTHUR GENSLER JR. & ASSOCIATES, INC.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF ONTARIO

Approved By:

Scott Ochoa
City Manager

Approved as to Form:

Best Best & Krieger LLP
City Attorney

Attested By:

City Clerk

M. ARTHUR GENSLER JR.&ASSOCIATES, INC

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED]

EXHIBIT "A"
SCOPE OF SERVICES

1. GENERAL REQUIREMENTS.

1.1 Basic Services. Consultant agrees to perform all the necessary professional architectural, engineering (e.g. mechanical, electrical, plumbing, structural, site engineering, and any other necessary engineering services mutually agreeable to the Parties) and construction administration services for the Project in a timely and professional manner, consistent with the standards of the profession, including those provided for herein.

1.2 Exclusions from Basic Services. The following services shall be excluded from the basic services listed above: **Exclusions will be determined on a project-by-project basis.**

1.3 Additional Services. Consultant shall perform the following Additional Services for the Project: **Additional Services will be determined on a project by project.**

1.4 Communication with City. Consultant shall participate in consultations and conferences with authorized representatives of City and/or other local, regional, or state agencies concerned with the Project, which may be necessary for the completion of the Project or the development of the drawings, specifications and documents in accordance with the applicable standards and requirements of law and the City. Such consultations and conferences shall continue throughout the planning and construction of the Project and the contractor's warranty period. Consultant shall take direction only from the City's Representative, or any other representative specifically designated by the City for this Project, including any construction manager hired by the City.

1.5 Coordination and Cooperation with Construction Manager. The City may hire a construction manager to administer and coordinate all or any part of the Project on its behalf. If the City does so, it shall provide a copy of its agreement with the construction manager so that the Consultant will be fully aware of the duties and responsibilities of the construction manager. The Consultant shall cooperate with the construction manager and respond to any requests or directives authorized by the City to be made or given by the construction manager. The Consultant shall request clarification from the City in writing if the Consultant should have any questions regarding the authority of the construction manager.

2. INITIAL PLANNING PHASE.

During the initial planning phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

2.1 Project Feasibility. Provide advice and assistance to City in determining the feasibility of the Project, analysis of the type and quality of materials and construction to be selected, the site location, and other initial planning matters.

2.2 Meeting Budget and Project Goals. Consultant shall notify City in writing of potential complications, cost overruns, unusual conditions, and general needs that potentially impact the Project budget and time line, including the City's Preliminary Construction Budget. Consultant shall use its best judgment in determining the balance between the size, type and

quality of construction to achieve a satisfactory solution within the Project's budget and construction allowance. It shall be the duty of the Consultant to design the Project within budget. As discussed herein, including in Section 7.3, if the lowest responsive and responsible bid for the Project exceeds the budget by the stated amount, Consultant may be required to make the necessary changes in the drawing and specifications, at its sole cost and expense, to bring the bids within the required budget.

2.3 Permits, Approvals and Authorizations. As indicated in Section 3.5.4 of the Agreement, Consultant shall assist City in securing easements, encroachment permits, rights of way, dedications, infrastructures and road improvements, as well as coordinating with utilities and adjacent property owners.

3. SCHEMATIC PLAN PHASE.

During the schematic plan phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

3.1 Funding Documents. Consultant shall provide a site plan and all other Project-related information necessary and required for an application by City to any federal, state, regional, or local agencies for funds to finance the construction Project.

3.2 Schematic Plans. In cooperation with City, Consultant shall prepare preliminary plans and studies, schematic drawings, site utilization plans, and phasing plans showing the scale and relationship of the components of the Project, the plot plan development at the site, and the proposed architectural concept of the buildings ("Schematic Plans"). Consultant shall incorporate the functional requirements of City into the Schematic Plans. The Schematic Plans shall meet all laws, rules and regulations of the State of California. The Schematic Plans shall show all rooms incorporated in each building of the Project in single-line drawings, and shall include all revisions required by City or by any federal, state, regional or local agency having jurisdiction over the Project. All architectural drawings for the Project shall be in a form suitable for reproduction.

3.3 Preliminary Project Budget. Consultant shall use the City's Preliminary Construction Budget and its own expertise and experience with the Project to establish a preliminary project budget or allowance in a format required by City ("Consultant's Preliminary Project Budget"). The purpose of the Consultant's Preliminary Project Budget is to show the probable Project cost in relation to City's Preliminary Construction Budget and the construction standards of any applicable funding agency. If Consultant perceives site considerations which render the Project expensive or cost prohibitive, Consultant shall disclose such conditions in writing to City immediately. As discussed herein, including in Section 7.3, if the lowest responsive and responsible bid for the Project exceeds the budget by more than the stated amount, Consultant may be required to make the necessary changes in the drawings and specifications, at its sole cost and expense, to bring the bids within the required budget Consultant shall provide a preliminary written time schedule for the performance of all construction work on the Project.

3.4 Copies of Schematic Plans and Other Documents. Consultant, at its own expense, shall provide a complete set of the Schematic Plans described herein for City's review and approval. Additionally, at City's expense, Consultant shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project. Any additional copies required by City shall be provided at actual cost to City.

4. DESIGN DEVELOPMENT PHASE.

During the design development phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

4.1 Design Development Documents. Once City provides Consultant with specific written approval of the Schematic Plans described herein, Consultant shall prepare design development documents consisting of: (1) site and floor plans; (2) elevations; and (3) any other drawings and documents sufficient to fix and describe the types and makeup of materials, as well as the size and character of the Project's structural, mechanical and electrical systems, and to outline the Project specifications ("Design Development Documents"). The Design Development Documents shall be prepared in sufficient form to present to the City Council for approval.

4.2 Copies of Design Development and Other Documents. Consultant, at its own expense, shall provide a complete set of the Design Development Documents described herein for City's review and approval. Additionally, at City's expense, Consultant shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project. Any additional copies required by City shall be provided at actual cost to City.

4.3 Updated Project Budget. Consultant shall use its Preliminary Project Budget and expertise and experience with the Project to establish an updated estimate of probable construction costs, containing detail consistent with the Design Development Documents as set forth herein and containing a breakdown based on types of materials and specifications identified herein ("Consultant's Updated Project Budget").

4.4 Timetable. Consultant shall provide a written timetable for full and adequate completion of the Project to City.

4.5 Application for Approvals. Consultant shall assist City in applying for and obtaining required approvals from all federal, state, regional or local agencies concerned with the Project. Consultant shall furnish and process all architectural and engineering information required to prepare and process applications to applicable utilities in order to secure priorities and materials, to aid in the construction of the Project and to obtain final Project approval and acceptance by any of the above agencies as may be required.

4.6 Color and Other Aesthetic Issues. Consultant shall provide, for City's review and approval, a preliminary schedule of all color materials and selections of textures, finishes andother matters involving an aesthetic decision about the Project.

5. FINAL WORKING DRAWINGS AND SPECIFICATIONS.

During the final working drawings and specifications phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

5.1 Final Working Drawings and Specifications. Once City provides Consultant with specific written approval of the Design Development Documents described herein, Consultant shall prepare such complete working drawings and specifications as are necessary for developing complete bids and for properly executing the Project work in an efficient and thorough manner ("Final Working Drawings and Specifications"). Such Final Working Drawings and Specifications shall be developed from the Schematic Plans and Design Development Documents approved by City. The Final Working Drawings and Specifications shall set forth in

detail all of the following: (1) the Project construction work to be done; (2) the materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical, and electrical systems; and (3) the utility service connection equipment and site work. As indicated in Section 3.9.2 of the Agreement, City may be requested to supply Consultant with the necessary information to determine the proper location of all improvements on and off site, including record drawings ("as-built drawings") in City's possession. Consultant will make a good-faith effort to verify the accuracy of such information by means of a thorough interior and exterior visual survey of site conditions. City shall also make a good-faith effort to verify the accuracy of the as-built drawings and provide any supplemental information to Consultant which may not be shown on the as-built drawings.

5.2 Form. The Final Working Drawings and Specifications must be in such form as will enable Consultant and City to secure the required permits and approvals from all federal, state, regional or local agencies concerned with the Project. In addition, the Final Working Drawings and Specifications must be in such form as will enable City to obtain, by competitive bidding, a responsible and responsive bid within the applicable budgetary limitations and cost standards. The Final Working Drawings and Specifications shall be clear and legible so that uniform copies may be on standard architectural size paper, properly indexed and numbered, andshall be capable of being clearly copied and assembled in a professional manner by Consultant.

5.3 Approval and Revisions. City shall review, study, and check the Final Working Drawings and Specifications presented to it by Consultant, and request any necessary revisions or obtain any necessary approvals by the City Council, subject to the approval of all federal, state, regional or local agencies concerned with the Project. Consultant shall make all City-requested changes, additions, deletions, and corrections in the Final Working Drawings and Specifications at no additional cost, so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, or inconsistent with earlier City direction or Consultant's professional judgment. Consultant shall bring any such conflicts and/or inconsistencies to the attention of City. The Parties agree that Consultant, and not the City, possesses the requisite expertise to determine the constructability of the Final Working Drawings and Specifications. However, the City reserves the right to conduct one or more constructability review processes with the Final Working Drawings and Specifications, and to hire an independent architect or other consultant to perform such reviews. Any such independent constructability review shall be at City's expense. Consultant shall make all City-requested changes, additions, deletions, and corrections in the Final Working Drawings and Specifications which may result from any constructability review, at no additional cost to the City, so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, or inconsistent with earlier City direction or Consultant's professional judgment. If such changes, additions, deletions or corrections are inconsistent with prior City direction, Consultant shall make such alterations and be compensated therefore pursuant to the Additional Services provision of this Agreement.

5.4 Costs of Construction. It is understood by Consultant that should the Final Working Drawings and Specifications be ordered by City, City shall specify the sum of money set aside to cover the total cost of construction of the work, exclusive of Consultant's fees. Should it become evident that the total construction cost will exceed the specified sum, Consultant shall at once present a statement in writing to the City's Representative setting forth this fact and giving a full statement of the cost estimates on which the conclusion is based.

5.5 Copies of Final Working Drawings and Specifications and Other Documents. Consultant, at its own expense, shall provide a complete set of the Final Working Drawings and Specifications described herein for City's review and approval. Additionally, at City's expense,

Consultant shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project. Any additional copies required by City shall be provided at actual cost to City.

6. CONSTRUCTION CONTRACT DOCUMENTS.

During the construction contract documents phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

6.1 Bid and Contract Documents. If so required by City, Consultant shall assist City in the completion of all bid and construction documents, including but not limited to, the Notice Inviting Bids, Instructions to Bidders, Contract Bid Forms (including Alternate Bids as requested by City), `Contract, General Conditions, Supplementary General Conditions, Special Conditions, DVBE and other applicable affirmative action documents, Performance Bond, Payment Bond, Escrow Agreement for Security Deposits, and any other certifications and documents required by federal, state and local laws, rules and regulations which may be reasonably required in order to obtain bids responsive to the specifications and drawings. All such documents shall be subject to the approval of City and City's legal counsel.

6.2 Final Estimate. At the time of delivery of these bid and construction documents, which shall include the Final Working Drawings and Specifications (collectively referred to herein as the "Construction Documents"), Consultant shall provide City with its final estimate of probable construction cost ("Consultant's Final Estimate"). As discussed herein, including in Section 7.3, it shall be the Consultant's duty to design the Project within budget.

7. BID PHASE.

During the bid phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

7.1 Reproducible Construction Documents. Once City provides Consultant with specific written approval of the Construction Documents and Consultant's Final Estimate, Consultant shall provide to City one set of reproducible Construction Documents.

7.2 Distribution of Contract Documents and Review of Bids. Consultant shall assist City in distributing the Construction Documents to bidders and conducting the opening and review of bids for the Project.

7.3 Over Budget. If the apparent lowest responsive and responsible bid on the Project exceeds the Consultant's Final Estimate by more than five percent (5%), City may request Consultant to amend, at Consultant's sole cost and expense, the Final Drawings and Specifications in order to rebid the Project and receive a lowest responsive and responsible bid equal to or less than the Consultant's Final Estimate. All revisions necessary to bring the lowest responsible and responsive bid within the Consultant's Final Estimate, including any omissions, deferrals or alternates, shall be made in consultation with, and subject to the approval of, the City.

8. CONSTRUCTION PHASE.

During the construction phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

8.1 Observation. The Project Consultant shall observe work executed from the Final Working Drawings and Specifications in person, provided that City may, in its discretion, consent to such observation by another competent representative of Consultant.

8.2 General Administration. Consultant shall provide general administration of the Construction Documents and the work performed by the contractors.

8.3 Pre-Construction Meeting. Consultant shall conduct one or more pre-construction meetings, as the City determines is needed for the Project, with all interested Parties.

8.4 Site Visits of Contractor's Work. Consultant shall conduct site visits to observe each contractors' work for general conformance with the Construction Documents and with any approved construction schedules or milestones. Such site visits shall be conducted as often as are necessary and appropriate to the stage of construction, according to the City's sole discretion, but in no event less than weekly.

8.5 Site Visits of Inspector's Work. Consultant shall conduct site visits to communicate and observe the activities of the City inspectors. Such site visits shall be conducted as often as is mutually acceptable to Consultant and City. Consultant shall direct the City inspectors and the Project contractors to coordinate the preparation of record drawings indicating dimensions and location of all "as-built" conditions, including but not limited to, underground utility lines.

8.6 Coordination of Subconsultants. Consultant shall cause all architects, engineers and other consultants, as may be hired by Consultant or City, to observe the work completed under their disciplines as required, and approve and review all test results for general conformance with the Construction Documents.

8.7 Reports. Consultant shall make regular reports as may be required by applicable federal, state or local laws, rules or regulations, as well as the federal, state, regional or local agencies concerned with the Project.

8.8 Construction Meetings; Minutes. Consultant shall attend all construction meetings and provide written reports/minutes to the City after each construction meeting in order to keep City informed of the progress of the work. Such meetings shall occur at a frequency necessary for the progress of the Project work, according to the City's sole discretion, but no less than weekly.

8.9 Written Reports. Consultant shall make written reports to City as necessary to inform City of problems arising during construction, changes contemplated as a result of each such problems, and progress of the Project work.

8.10 Written Records. Consultant shall keep accurate written records of the progress and quality of the Project work and the time schedules, and shall advise the contractors and City of any deviations from the time schedule which could delay timely completion of the Project.

8.11 Material and Test Reports. Consultant shall check and process, in a timely manner, all required material and test reports for the Project work. In addition, Consultant shall provide notice of any deficiencies in material or work reflected in such reports, as well as its recommendation for correction of such deficiencies, to the contractors and City.

8.12 Review and Response to Submissions. Consultant shall review and respond, in a timely manner, to all schedules, submittals, shop drawings, samples, information requests, change requests, and other submissions of the contractor and subcontractors for compliance with, or alterations and additions to, the Construction Documents. Consultant's review and response shall be done in such a manner so as to ensure the timely and uninterrupted progress of the Project work.

8.13 Rejection of Work. Consultant shall promptly reject, as discussed with City, work or materials which do not conform to the Construction Documents. Consultant shall immediately notify the City and contractor(s) of such rejections. Consultant shall also have the authority to recommend to the City that additional inspection or testing of the work be performed, whether or not such work is fabricated, installed or completed.

8.14 Substitutions. Consultant shall consult with City, in a timely manner, with regard to substitution of materials, equipment and laboratory reports thereof, prior to the City's final written approval of such substitutions. Consultant's consultation shall be done in such a manner so as to ensure the timely and uninterrupted progress of the Project work.

8.15 Revised Documents and Drawings. Consultant shall prepare, at no additional expense to City, all documents and/or drawings made necessary by errors and omissions in the originally approved Construction Documents.

8.16 Change Requests and Material Changes. Consultant shall evaluate and advise City, in a timely manner and in writing, of any change requests and material change(s) which may be requested or necessary in the Project plans and specifications. Consultant shall provide the City with its opinion as to whether such change requests should be approved, denied or revised. If the City has not hired a construction manager or other person to do so, the Consultant shall prepare and execute all change orders and submit them to the City for authorization. If the City has designated a construction manager or other person to prepare all change orders, the Consultant shall review all change orders prepared by such person, execute them and deliver them to the City for authorization if they meet with the Consultant's approval, or submit them to the City with recommendations for revision or denial if necessary. Consultant shall not order contractors to make any changes affecting the contract price without approval by City of such a written change order, pursuant to the terms of the Construction Documents. Consultant may order, on its own responsibility and pending City Council approval, changes necessary to meet construction emergencies, if written approval of City's Representative is first secured.

8.17 Applications for Payment. Consultant shall examine, verify and approve contractor's applications for payment, and shall issue certificates for payment in amounts approved by the City's inspector.

8.18 Final Color and Product Selection. Consultant shall coordinate final color and product selection with City's original design concept.

8.19 Substantial Completion. Consultant shall determine the date of substantial completion, in consultation with the City.

8.20 Punch List. After determining that the Project is substantially complete, Consultant shall participate in the inspection of the Project and shall review all remaining deficiencies and minor items needed to be corrected or completed on the Project, including those identified on the punch list prepared by the contractor ("Punch List Items"). Consultant shall notify

contractor in writing that all Punch List Items must be corrected prior to final acceptance of the Project and final payment. Consultant shall also notify City of all Punch List Items.

8.21 Warranties. Consultant shall review materials assembled by the contractor and subcontractors with regard to all written warranties, guarantees, owners' manuals, instruction books, diagrams, record "as built" drawings, and any other materials required from the contractors and subcontractors pursuant to the Construction Documents. Consultant shall coordinate and provide these materials to the City.

8.22 Certificate of Completion. Consultant shall participate in any further inspections of the Project necessary to issue Consultant's Certificate of Completion and final certificate for payment.

8.23 Documents for Project Close-Out. Consultant shall cause all other architects, engineers and other consultants, as may be hired by Consultant, to file any and all required documentation with the City or other governmental authorities necessary to close out the Project. Consultant shall assist the City in obtaining such documentation from all other architects, engineers, or other consultants.

9. AS-BUILT DRAWINGS.

During the as-built drawings phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

9.1 As-Built Drawings and Specifications. Not later than thirty (30) days after substantial completion of the Project, before receipt of final payment, Consultant shall review and forward the Final Working Drawings and Specifications, indicating on them all changes made by change orders or otherwise pursuant to the Construction Documents, as well as all information called for on the specifications, thus producing an "as-built" set of Final Working Drawings and Specifications ("As-Built Drawings and Specifications"). The As-Built Drawings and Specifications shall show, among other things, the location of all concealed pipe, buried conduit runs and other similar elements within the completed Project. Consultant shall personally review and certify that the As-Built Drawings and Specifications are a correct representation of the information supplied to Consultant by any inspectors and the contractor, and shall obtain certifications from any inspectors and the contractor that the drawings are correct.

9.2 Approval. Once City provides Consultant with specific written approval of the As-Built Drawings and Specifications, Consultant shall forward to City the complete set of original As-Built Drawings and Specifications or a complete set of reproducible duplicate As-Built Drawings and Specifications. The tracing shall be of such quality that clear and legible prints maybe made without appreciable and objectionable loss of detail.

9.3 Documents for Final Payment. Prior to the receipt of Consultant's final payment, Consultant shall forward to City all of the following: (1) one clear and legible set of reproductions of the computations; (2) the original copy of the specifications; (3) the As-Built Drawings and Specifications as required herein; and (4) Consultant's Certificate of Completion.

10. WARRANTY PERIOD.

During the warranty period phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

10.1 Advice. Consultant shall provide advice to City on apparent deficiencies in the Project during any applicable warranty periods for the Project.

EXHIBIT "B"
FEE AND PHASING/FUNDING SCHEDULES

1. FEE SCHEDULE.

Consultant will invoice City on a monthly cycle based on the following fee schedule. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each phase and the total amount spent against the Total Compensation. Consultant will inform City regarding any out-of-scope work being performed by Consultant for which Consultant intends to seek compensation from City.

2. PHASING/FUNDING SCHEDULE.

Progress payments towards Total Compensation shall never exceed the following percentages of Total Compensation as of the phase indicated:

08. HOURLY RATE SCHEDULE

Please provide an hourly rate schedule for the Scope of Services.

As requested, our standard hourly billing rates by job category are provided below.

Principal	$ 325 - $ 450
Design Director	$ 200 - $ 375
Technical Director	$ 200 - $ 375
Design Manager	$ 175 - $ 350
Senior Designer	$ 175 - $ 350
Senior Project Architect	$ 175 - $ 350
Project Architect	$ 150 - $ 275
Intermediate Designer	$ 150 - $ 275
Junior Designer	$ 125 - $ 175
Architect	$ 125 - $ 175
Administrative	$ 100 - $ 200

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

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
DESIGN SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into as of_____, by and between the City of Ontario, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City"), and **Miller Architectural Corporation,** a corporation with its principal place of business at **1177 Idaho Street, Suite 200 Redlands, CA 92374** (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referredto herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 City. City is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Consultant**.** Consultant desires to perform and assume responsibility for the provision of certain professional architectural design services requiredby the City on the terms and conditions set forth in this Agreement. Consultant warrants that it isfully licensed, qualified, and willing to perform the services required by this Agreement; provided, however, that if Consultant is a corporation or other organization, the Project Consultant designated pursuant to Section 3.2, and not the Consultant itself, shall be fully licensed to practiceas an architect in the State of California.

2.3 Project**.** City desires to engage Consultant to render such services for **the On-Call Retail Architect Design Services** ("Project") as set forth in this Agreement.

3. TERMS

3.1 Employment of Consultant.

3.1.1 Scope of Services. Consultant promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional architectural and related services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement

(hereinafter referred to as "Services"). The Services are more particularly described throughout this Agreement, including Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordancewith, this Agreement, any exhibits attached hereto and incorporated herein by reference, and allapplicable local, state and federal laws, rules and regulations. All Services performed by Consultant shall be subject to the sole and discretionary approval of the City, which approval shallnot be unreasonably withheld.

3.1.2 Term. The term of this Agreement shall be from **July 16, 2024,** to **July 16, 2027**, The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than **two** additional one-year terms unless earlier terminated as provided herein. Consultant shall complete the Services within the term of agreement and shall meet any other established scheduled and deadlines.

3.2 Project Consultant; Key Personnel.

3.2.1 Retail Architect. Consultant shall name a specific individual to act as Project Consultant, subject to the approval of City. Consultanthereby designates **Gary Miller (License No. #C14635)** to act as the Retail Architect for the Project. The Architect shall: (1) maintain oversight of the Services; (2) have full authority to represent and act on behalf of the Consultant for all purposes under thisAgreement; (3) supervise and direct the Services using his or her best skill and attention; (4) be responsible for the means, methods, techniques, sequences and procedures used for theServices; (5) adequately coordinate all portions of the Services; and (6) act as principal contact with y and all contractors, consultants, engineers and inspectors on the Project. Any change in the Retail Architect shall be subject to the City's prior written approval, which approval shall not be unreasonably withheld. The new Retail Architect shall be of at least equal competence as the prior Retail Architect. In the event that City and Consultant cannotagree as to the substitution of a new Retail Architect. City shall be entitled to terminate this Agreement for cause.

3.2.2 Key Personnel. In addition to the Retail Architect, Consultant has represented to the City that certain additional key personnel, engineers and consultants will perform the Services under this Agreement. Should one or more of such personnel, engineers or consultants become unavailable, Consultant may substitute others of atleast equal competence upon written approval of the City. In the event that City and Consultant cannot agree as to the substitution of key personnel, engineers or consultants, City shall be entitled to terminate this Agreement for cause. The key additional personnel, engineers and consultants for performance of this Agreement are as follows: **Gary Miller (License No. #C14635)**

3.3 Hiring of Consultants and Personnel.

3.3.1 Right to Hire or Employ. Consultant shall have the option, unless City objects in writing after notice, to employ at its expense architects, engineers, experts or other consultants qualified and licensed to render services in connection with the planning and/or administration of the Project, and to delegate to them such duties as Consultant may delegate without relieving Consultant from administrative or other responsibility under this Agreement. Consultant shall be responsible for the coordination and cooperation of Consultant's architects, engineers, experts or other consultants. All consultants, including changes in consultants, shall be subject to approval by City in its sole and reasonable discretion. Consultant shall notify City of the identity of all consultants at least fourteen (14) days prior to their commencement of work

to allow City to review their qualifications and approve to their participation on the Project in its sole and reasonable discretion.

3.3.2 Qualification and License. All architects, engineers, experts and other consultants retained by Consultant in performance of this Agreement shall be qualified to perform the Services assigned to them, and shall be licensed to practice in their respective professions, where required by law.

3.3.3 Standards and Insurance. All architects, engineers, experts and other consultants hired by Consultant shall be required to meet all of the same standards and insurance requirements set forth in this Agreement, unless other standards or requirements are approved by the City in writing. Unless changes are approved in writing by the City, Consultant's agreements with its consultants shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.3.4 Assignments or Staff Changes. Consultant shall promptly obtain written City approval of any assignment, reassignment or replacement of such architects, engineers, experts and consultants, or of other staff changes of key personnel working on the Project. As provided in the Agreement, any changes in Consultant's consultants and key personnel shall be subject to approval by City.

3.3.5 Draftsman and Clerical Support. Draftsmen and clerical personnel shall be retained by Consultant at Consultant's sole expense.

3.4 Standard of Care.

3.4.1 Standard of Care. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform the Services in the same discipline in the State of California, and shall be responsible to City for damages sustained by the City and delays to the Project as specified in the indemnification provision of this Agreement. Without limiting the foregoing, Consultant shall be fully responsible to the City for any increased costs incurred by the City as a result of any such delays in the design or construction of the Project. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants and represents that all of its employees, architects, engineers, experts and other consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees, architects, engineers, experts and other consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services assigned to or rendered by them and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein.

3.4.2 Performance of Employees. Any employee or consultant who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee or consultant who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.5 Laws and Regulations.

3.5.1 Knowledge and Compliance. Consultant shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Services or the Project, and shall give all notices required of the Consultant by law. Consultant shall be liable, pursuant to the standard of care and indemnification provisions of this Agreement, for all violations of such laws and regulations in connection with its Services. Consultant shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.5.2 Drawings and Specifications. Consultant shall cause all drawings and specifications to conform to any applicable requirements of federal, state and local laws, rules and regulations, including the Uniform Building Code, in effect as of the time the drawings and specifications are prepared or revised during the latest phase of the Services described in Exhibit "A" attached hereto. Any significant revisions made necessary by changes in such laws, rules and regulations after this time may be compensated as Additional Services which were not knownor reasonably should not have been known by Consultant. Consultant shall cause the necessary copies of such drawings and specifications to be filed with any governmental bodies with approval jurisdiction over the Project, in accordance with the Services described in Exhibit "A" attached hereto. For the preparation of all such drawings and specifications, the Consultant shall use Computer Aided Design Drafting ("CADD") (e.g., AutoCAD) or other technology acceptable to the Consultant and City.

3.5.3 Americans with Disabilities Act. Consultant will use its best professional efforts to interpret all applicable federal, state and local laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act ("ADA"). Consultant shall inform City of the existence of inconsistencies of which it is aware or reasonably should be aware between federal and state accessibility laws, rules and regulations, as well as any other issues which are subject to conflicting interpretations of the law, and shall provide the City with its interpretation of such inconsistencies and conflicting interpretations. Unless Consultant brings such inconsistencies and conflicting interpretations to the attention of the City and requests City's direction on how to proceed, the Consultant's interpretation of such inconsistencies and conflicting interpretations shall be the sole responsibility and liability of Consultant, and the Consultant shall correct all plans, specifications and other documents prepared for the Project at no additional cost if its interpretations are shown to be incorrect. In the event that the Consultant request's City's direction on how to proceed with respect to any inconsistent and/or conflicting interpretation, the Consultant shall be responsible to the City only pursuant to the indemnification provisions of this Agreement.

3.5.4 Permits, Approvals and Authorizations. Consultant shall provide City witha list of all permits, approvals or other authorizations required for the Project from all federal, stateor local governmental bodies with approval jurisdiction over the Project. Consultant shall then assist the City in obtaining all such permits, approvals and other authorizations. The costs of such permits, approvals and other authorizations shall be paid by the City.

3.5.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance

of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq*.); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant shall additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. Failure to comply with laws, regulations, and ordinances listed in this Section is a violation of federal and state law.

3.6 Independent Contractor.

3.6.1 Control and Payment of Subordinates. City retains Consultant on an independent contractor basis and Consultant is not an employee of City. Consultant is not an employee for state tax, federal tax or any other purpose, and is not entitled to the rights or benefits afforded to City's employees. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City, and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.7 Schedule of Services.

3.7.1 Consultant Services. Consultant shall fully and adequately complete the Services described in this Agreement and in Exhibit "A" attached hereto and incorporated herein by reference.

3.7.2 Timely Performance Standard. Consultant shall perform all Services hereunder as expeditiously as is consistent with professional skill and care, as well as the orderly progress of the Project work so as not to be the cause, in whole or in part, of delays in the completion of the Project or in the achievement of any Project milestones, as provided herein. Specifically, Consultant shall perform its Services so as to allow for the full and adequate completion of the Project within the time required by the City and within any completion schedules adopted for the Project. Consultant agrees to coordinate with City's staff, contractors and consultants in the performance of the Services, and shall be available to City's staff, contractors and consultants at all reasonable times.

3.7.3 Performance Schedule. Consultant shall prepare an estimated time schedule for the performance of Consultant's Services, to be adjusted as the Project proceeds. Such schedule shall be subject to the City's review and approval, which approval shall not be unreasonably withheld, and shall include allowances for periods of time required for City's review and approval of submissions, and for approvals of authorities having jurisdiction over Project approval and funding. If City and Consultant cannot mutually agree on a performance schedule, City shall have the authority to immediately terminate this Agreement. The schedule shall not be exceeded by Consultant without the prior written approval of City. If the Consultant's Services are not completed within the time provided by the agreed upon performance schedule, or any milestones established therein, it is understood, acknowledged and agreed that the City will suffer damage for which the Consultant will be responsible.

3.7.4 Excusable Delays. Any delays in Consultant's work caused by the following may be added to the time for completion of any obligations of Consultant: (1) the actionsof City or its employees; (2) the actions of those in direct contractual relationship with City; (3) theactions of any governmental agency having jurisdiction over the Project; (4) the actions of any parties not within the reasonable control of the Consultant; and (5) any Force Majeure Event (asdefined herein) or other unforeseen occurrence not due to any fault or negligence on the part of Consultant. Neither the City nor the Consultant shall be liable for damages, liquidated or otherwise, to the other on account of such delays.

3.7.5 Force Majeure Events. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the Services and Agreement. Should a Force Majeure Event occur, the non-performing Party shall, within fifteen (15) calendar days of the beginning of an Force Majeure Event, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.7.6 Request for Excusable Delay Credit. The Consultant shall, within fifteen (15) calendar days of the beginning of any excusable delay, notify the City in writing of the causes of delay (unless City grants in writing a further period of time to file such notice prior to the date of final payment under the Agreement). City will then ascertain the facts and the extent of the delay, and grant an extension of time for completing the Services when, in its sole judgment, the findings of fact justify such an extension. The City's findings of fact thereon shall be final and conclusive on the Parties. Extensions of time shall apply only to that portion of the Services affected by the delay and shall not apply to other portions of the Services not so affected. The sole remedy of Consultant for extensions of time shall be an extension of the performance time at no cost to the City. If Additional Services are required as a result of an excusable delay, the Parties shall mutually agree thereto pursuant to the Additional Services provision of this Agreement. Should Consultant make an application for an extension of time, Consultant shall submit evidence that the insurance policies required by this Agreement remain in effect during the requested additional period of time.

3.8 Additional Services.

3.8.1 Request for Services. At City's request, Consultant may be asked to perform services not otherwise included in this Agreement, not included within the basic services

listed in Exhibit “A” attached hereto, and/or not customarily furnished in accordance with generally accepted architectural practice.

3.8.2 Definition. As used herein, “Additional Services” mean: (1) any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary for the Consultant to perform at the execution of this Agreement; or (2) any work listed as Additional Services in Exhibit “A” attached hereto. Consultant shall not perform, nor be compensated for, Additional Services without prior written authorization from City and without an agreement between the City and Consultant as to the compensation to be paid for such services. City shall pay Consultant for any approved Additional Services, pursuant to the compensation provisions herein, so long as such services are not made necessary through the fault of Consultant pursuant to the indemnification provision of this Agreement.

3.8.3 Examples of Additional Services. Such Additional Services shall notinclude any redesign or revisions to drawings, specifications or other documents when such revisions are necessary in order to bring such documents into compliance with applicable laws, rules, regulations or codes of which Consultant was aware or should have been aware pursuantto the laws and regulations provision of this Agreement above. Such Additional Services may include, but shall not be limited to:

(a) Separately Bid Portions of Project. Plan preparation and/or administration of work on portions of the Project separately bid.

(b) Furniture and Interior Design. Assistance to City, if requested, for the selection of moveable furniture, equipment or articles which are not included in the Construction Documents.

(c) Fault of Contractor. Services caused by delinquency, default or insolvency of contractor, or by major defects in the work of the contractor, provided that any such services made necessary by the failure of Consultant to detect and report such matters when it reasonably should have done so shall not be compensated.

(d) Inconsistent Approvals or Instructions. Revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of Consultant.

(e) Legal Proceedings. Serving as an expert witness on City's behalf or attending legal proceedings to which the Consultant is not a party.

(f) Damage Repair. Supervision of repair of damages to any structure.

(g) Extra Environmental Services. Additional work required for environmental conditions (e.g. asbestos or site conditions) not already contemplated within the Consultant's services for the Project.

3.9 City Responsibilities. City’s responsibilities shall include the following:

3.9.1 Data and Information. City shall make available to Consultant all necessary data and information concerning the purpose and requirements of the Project, including scheduling and budget limitations, objectives, constraints and criteria. As part of the budget

limitation information, the City shall provide the Consultant with a preliminary construction budget ("City's Preliminary Construction Budget").

3.9.2 Project Survey. If required pursuant to the scope of the Project and if requested by Consultant, City shall furnish Consultant with, or direct Consultant to procure at City's expense, a survey of the Project site prepared by a registered surveyor or civil engineer, any other record documents which shall indicate existing structures, land features, improvements, sewer, water, gas, electrical and utility lines, topographical information and boundary dimensions of the site, and any other such pertinent information.

3.9.3 Bid Phase. Distribute Construction Documents to bidders and conduct the opening and review of bids for the Project.

3.9.4 Testing. Retain consultant(s) to conduct chemical, mechanical, soils, geological or other tests required for proper design of the Project, and furnish such surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known to determine soil condition or to ensure the proper development of the required drawings and specifications.

3.9.5 Required Inspections and Tests. Retain consultant(s) to conduct materials testing and inspection or environmental/hazardous materials testing and inspection pursuant to any applicable laws, rules or regulations.

3.9.6 Fees of Reviewing or Licensing Agencies. Directly pay or reimburse the payment of all fees required by any reviewing or licensing agency, or other agency having approval jurisdiction over the Project.

3.9.7 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. The City Manager hereby designates **Tito Haes, Executive Director Public Works**, or his or her designee, as the City's contact for the implementation of the Services hereunder. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.9.8 Review and Approved Documents. Review all documents submitted by Consultant, including change orders and other matters requiring approval by the City Council or other officials. City shall advise Consultant of decisions pertaining to such documents within a reasonable time after submission, so as not to cause unreasonable delay as provided in the excusable delay provisions of this Agreement above.

3.10 Compensation.

3.10.1 Consultant's Compensation for Basic Services. City shall pay to Consultant, for the performance of all Services rendered under this Agreement, the total not to exceed amount of **One Hundred Fifty Thousand Dollars** (**$150,000**) ("Total Compensation"). This Total Compensation amount shall be based upon, and may be adjusted according to, the fee schedule and related terms and conditions attached hereto as Exhibit "B" and incorporated herein by reference. The Total Compensation, as may be adjusted upon mutual agreement, shall constitute complete and adequate payment for Services under thisAgreement.

3.10.2 Payment for Additional Services. At any time during the term of this

Agreement, City may request that Consultant perform Additional Services. As used herein, Additional Services means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Any additional work in excess of this amount must be approved by the City. If authorized, such Additional Services will be compensated at the rates and in the manner set forth in Exhibit "B" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the Parties. IfCity requires Consultant to hire consultants to perform any Additional Services, Consultant shall be compensated therefore at the rates and in the manner set forth in Exhibit "B" attached heretoand incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the Parties. City shall have the authority to review and approve the rates of any such consultants. In addition, Consultant shall be reimbursed for any expenses incurred by such consultants pursuant to the terms and conditions of Section 3.10.3.

3.10.3 Reimbursable Expenses. Reimbursable expenses are in addition to compensation for the Services and Additional Services. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, which approval may be evidenced by inclusion in Exhibit "B" attached hereto. Such reimbursable expenses shall include only those expenses which are reasonably and necessarily incurred by Consultant in the interest of the Project. Consultant shall be required to acquire prior written consent in order to obtain reimbursement for the following: (1) extraordinary transportation expenses incurred in connection with the Project; (2) out-of-town travel expenses incurred in connection with the Project; (3) fees paid for securing approval of authorities having jurisdiction over the Project; (4) bid document duplication costs in excess of $1,000; and (5) other costs, fees and expenses in excess of $1,000.

3.10.4 Payment to Consultant. Consultant's compensation and reimbursable expenses shall be paid by City to Consultant no more often than monthly. Such periodic payments shall be made based upon the percentage of work completed, and in accordance with the phasing and funding schedule provided in Exhibit "B" and the compensation rates indicated in Exhibit "B" attached hereto and incorporated herein by reference. In order to receive payment, Consultant shall present to City an itemized statement which indicates Services performed, percentage of Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. The amount paid to Consultant shall never exceed the percentage amounts authorized by the phasing and funding schedule located in Exhibit "B" attached hereto. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the Parties in a mutually agreeable manner.

Payments made for Additional Services shall be made in installments, not more often than monthly, proportionate to the degree of completion of such services or in such other manner as the Parties shall specify when such services are agreed upon, and in accordance with any authorized fee or rate schedule. In order to receive payment, Consultant shall present to City an itemized statement which indicates the Additional Services performed, percentage of Additional Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Additional Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code

Section 3320. Disputed amounts shall be resolved by the Parties in a mutually agreeable manner.

Upon cancellation or termination of this Agreement, Consultant shall be compensated as set forth in the termination provision herein.

3.10.5 Withholding Payment to Consultant. The City may withhold payment, in whole or in part, to the extent reasonably necessary to protect the City from claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind to the extent arising out of or caused by the negligence, recklessness, or willful misconduct protected under the indemnification provisions of this Agreement. Failure by City to deduct any sums from a progress payment shall not constitute a waiver of the City's right to such sums. The City may keep any moneys which would otherwise be payable at any time hereunder and apply the same,or so much as may be necessary therefor, to the payment of any expenses, losses, or damagesas determined by the City, incurred by the City for which Consultant is liable under the Agreementor state law. Payments to the Consultant for compensation and reimbursable expenses due shallnot be contingent on the construction, completion or ultimate success of the Project. Payment tothe Consultant shall not be withheld, postponed, or made contingent upon receipt by the City of offsetting reimbursement or credit from Parties not within the Consultant's reasonable control.

3.10.6 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. **If** the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and **if** the total compensation is $1,000 or more, Consultant agrees to fully complywith and to require its consultants to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the Project site. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4. Consultant shall defend, indemnify and hold the City, itselected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure of the Consultant or its consultants to comply with the Prevailing Wage Laws.

(a) Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works project" of over $25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over $15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be

Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the Department of Industrial Relations against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subconsultant.

3.11 Notice to Proceed.

Consultant shall not proceed with performance of any Services under this Agreement unless and until the City provides a written notice to proceed.

3.12 Termination, Suspension and Abandonment.

3.12.1 Grounds for Termination; Consultant's Termination for Cause. City hereby reserves the right to suspend or abandon, at any time and for any reason, all or any portion of the Project and the construction work thereon, or to terminate this Agreement at any time with or without cause. Consultant shall be provided with at least seven (7) days advanced written notice of such suspension, abandonment or termination. In the event of such suspension, abandonment or termination, Consultant shall be paid for Services and reimbursable expenses rendered up to the date of such suspension, abandonment or termination, pursuant to the schedule of payments provided for in this Agreement, less any claims against or damages suffered by City as a result of the default, if any, by Consultant. Consultant hereby expressly waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein, in the event of such suspension, abandonment or termination. Consultant may terminate this Agreement for substantial breach of performance by the City such as failure to make payment to Consultant as provided in this Agreement.

3.12.2 City's Suspension of Work. If Consultant's Services are suspended by City, City may require Consultant to resume such Services within ninety (90) days after written notice from City. When the Project is resumed, the Total Compensation and schedule of Services shall be equitably adjusted upon mutual agreement of the City and Consultant.

3.12.3 Documents and Other Data. Upon suspension, abandonment or termination, Consultant shall provide to City all preliminary studies, sketches, working drawings, specifications, computations, and all other Project Documents, as defined below, to which City would have been entitled at the completion of Consultant's Services under this Agreement. Upon payment of the amount required to be paid to Consultant pursuant to the termination provisions of this Agreement, City shall have the rights, as provided in this Agreement hereinafter, to use such Project Documents prepared by or on behalf of Consultant under this Agreement. Consultant shall make such documents available to City upon request and without additional compensation other than as may be approved as a reimbursable expense.

3.12.4 Employment of other Consultants. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.13 Ownership and Use of Documents; Confidentiality.

3.13.1 Ownership. All plans, specifications, original or reproducibletransparencies of working drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically orotherwise recorded on computer diskettes (hereinafter referred to as the "Project Documents") shall be and remain the property of City. Although the official copyright in all Project Documentsshall remain with the Consultant or other applicable subcontractors or consultants, the Project Documents shall be the property of City whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, Consultant shall provide to City copies of all Project Documents required by City. In addition, Consultant shall retain copies of all Project Documents on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment ofreasonable duplication costs. Before destroying the Project Documents following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.13.2 Right to Use. Consultant grants to City the right to use and reuse all or part of the Project Documents, at City's sole discretion and with no additional compensation to Consultant, for the following purposes:

(a) The construction of all or part of this Project.

(b) The repair, renovation, modernization, replacement, reconstruction or expansion of this Project at any time;

(c) The construction of another project by or on behalf of the City for its ownership and use;

City is not bound by this Agreement to employ the services of Consultant in the event such documents are used or reused for these purposes. City shall be able to use or reuse the Project Documents for these purposes without risk of liability to the Consultant or third parties with respect to the condition of the Project Documents, and the use or reuse of the Project Documents for these purposes shall not be construed or interpreted to waive or limit City's right to recover for latent defects or for errors or omissions of the Consultant.

Any use or reuse by City of the Project Documents on any project other than this Project without employing the services of Consultant shall be at City's own risk with respect to third parties. If City uses or reuses the Project Documents on any project other than this Project, it shall remove the Consultant's seal from the Project Documents and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Project Documents on such other project.

3.13.3 License. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein. Consultant shall require any and all subcontractors and consultants to agree in writing that City is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

3.13.4 Right to License. Consultant represents and warrants that Consultant has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Project Documents that Consultant prepares or causes to be prepared pursuant to this Agreement. Consultant shall indemnify and hold City harmless pursuant to the indemnification provisions of this Agreement for any breach of this Section. Consultant makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents that were prepared by design professionals other than Consultant and provided to Consultant by City.

3.13.5 Confidentiality. All Project Documents, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant to the extent they are not subject to disclosure pursuant to the Public Records Act. All Project Documents shall not, without the written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Project Documents to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the written consent of City.

3.14 Indemnification.

3.14.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

3.14.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.15 Insurance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has

secured all insurancerequired under this section.

3.15.1 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, Consultant shall, at its expense, procure and maintain infull force and effect for the duration of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

3.15.2 Additional Insured. The City of Ontario, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on Consultant's and its subconsultants' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

3.15.3 Commercial General Liability

(a) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(b) Coverage for Commercial General Liability insurance shall be at least as broad as the following: Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent. Commercial General Liability Insurance must include coverage for the following:

(i) Bodily Injury and Property Damage

(ii) Personal Injury/Advertising Injury

(iii) Premises/Operations Liability

(iv) Products/Completed Operations Liability

(v) Aggregate Limits that Apply per Project

(vi) Explosion, Collapse and Underground (UCX) exclusion deleted

(vii) Contractual Liability with respect to this Contract

(viii) Broad Form Property Damage

(ix) Independent Consultants Coverage

(c) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(d) The policy shall give City, the City Council and each member of the City Council, its officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing

the exact same coverage.

(e) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

3.15.4 Automobile Liability

(a) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(b) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(c) The policy shall give City, the City Council and each member of the City Council, its officers, employees, agents and City designated volunteers additional insured status.

(d) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

3.15.5 Workers' Compensation/Employer's Liability

(a) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(b) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this Section.

3.15.6 Professional Liability (Errors and Omissions)

(a) At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision

establishing the insurer's duty to defend.

3.15.7 Minimum Policy Limits Required

(a) The following insurance limits are required for the Agreement:

Coverage	Combined Single Limit
Commercial General Liability	$2,000,000 per occurrence/ $4,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	$2,000,000 per occurrence for bodily injury and property damage
Employer's Liability	$1,000,000 per occurrence
Professional Liability	$2,000,000 per claim and aggregate (errors and omissions)

(b) Defense costs shall be payable in addition to the limits.

(c) Requirements of specific coverage or limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

3.15.8 Evidence Required

(a) Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

3.15.9 Policy Provisions Required

(a) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultantshall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the termof this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(b) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees,

agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

(c) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if thepolicy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

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

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

3.15.10 Qualifying Insurers

(a) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements: Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.15.11 Additional Insurance Provisions

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

(b) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(c) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(d) Neither the City nor the City Council, nor any member of the City Council, nor any of the officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

3.15.12 Subconsultant Insurance Requirements

(a) Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

3.16 Records.

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to thisAgreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

3.17 Standardized Manufactured Items.

Consultant shall cooperate and consult with City in the use and selection of manufactured items on the Project, including but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials and floor coverings. All such manufactured items shall be standardized to City's criteria to the extent such criteria do not interfere with building design.

3.18 Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described herein. Any additional or subsequent construction at the site of the Project, or at any other City site, will be covered by, and be the subject of, a separate Agreement for architectural services between City and the Consultant chosen therefor by City.

3.19 Mediation.

Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the Parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the Parties.

3.20 Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

3.21 Asbestos Certification.

Consultant shall certify to City, in writing and under penalty of perjury, that to the best of its knowledge, information and belief no asbestos-containing material or other material deemed to be hazardous by the state or federal government was specified as a building material in any construction document that the Consultant prepares for the Project. Consultant shall require all consultants who prepare any other documents for the Project to submit the same written certification. Consultant shall also assist the City in ensuring that contractors provide City with certification, in writing and under penalty of perjury, that to the best of their knowledge, information and belief no material furnished, installed or incorporated into the Project contains asbestos or any other material deemed to be hazardous by the state or federal government. These certifications shall be part of the final Project submittal. Consultant shall include statements in its specifications that materials containing asbestos or any other material deemed to be hazardous by the state or federal government are not to be included.

3.22 No Third Party Rights.

This Agreement shall not create any rights in, or inure to the benefits of, any third party except as expressly provided herein.

3.23 Governing Law.

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Venue shall be in San Bernardino County.

3.24 Exhibits and Recitals.

All exhibits and recitals contained herein and attached hereto are material parts of this Agreement and are incorporated as if fully set forth.

3.25 Severability.

Should any provision in the Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

3.26 Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

3.27 Safety.

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

3.28 Harassment Policy.

Consultant shall provide a copy of the City's Harassment Policy to each of its employees assigned to perform the tasks under this Agreement. Consultant shall submit to the City's Personnel Manager a statement signed by each of its employees who are assigned to perform the Services under this Agreement certifying receipt of City's Harassment Policy and certifying that they have read the Harassment Policy. A finding by the City that any of Consultant's employees has harassed a City employee shall be grounds for appropriate discipline, up to and including such employee's removal from performance of this Agreement at City's request.

3.29 Delivery of Notices.

All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

CITY:	CONSULTANT:
City of Ontario	Miller Architectural Corporation
303 East “B” Street	1177 Idaho Street Suite 200
Ontario, CA 91764	Redlands, Ca 92374
Attn: Adrian Escamilla, Design and Construction	Attn: Gary Miller, Principal

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.30 Time of Essence.

Time is of the essence for each and every provision of this Agreement.

3.31 City’s Right to Employ Other Consultants.

City reserves right to employ other consultants, including designers, in connection with this Project or other project.

3.32 Prohibited Interests.

3.32.1 Solicitation. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability.

3.32.2 Conflict of Interest. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.33 Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or any other classification protected by federal or state law. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.34 Labor Certification.

By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.35 Subcontracting.

As specified in this Agreement, Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to each and every provision of this Agreement.

3.36 Supplemental Conditions.

Any supplemental conditions shall be attached as an exhibit to this Agreement, and that exhibit shall be incorporated herein by reference.

3.37 Entire Agreement.

This Agreement, with its exhibits, contains the entire agreement of the Parties hereto, and supersedes any and all other prior or contemporaneous negotiations, understandings and oral or written agreements between the Parties hereto. Each Party acknowledges that no

representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.

SIGNATURES ON FOLLOWING PAGE

SIGNATURE PAGE FOR DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND MILLER ARCHITECURAL CORPORATION

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

MILLER ARCHITECURAL CORPORATION

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED]

EXHIBIT "A"
SCOPE OF SERVICES

1. GENERAL REQUIREMENTS.

1.1 Basic Services. Consultant agrees to perform all the necessary professional architectural, engineering (e.g. mechanical, electrical, plumbing, structural, site engineering, and any other necessary engineering services mutually agreeable to the Parties) and construction administration services for the Project in a timely and professional manner, consistent with the standards of the profession, including those provided for herein.

1.2 Exclusions from Basic Services. The following services shall be excluded from the basic services listed above: **Exclusions will be determined on a project-by-project basis.**

1.3 Additional Services. Consultant shall perform the following Additional Services for the Project: **Additional Services will be determined on a project by project.**

1.4 Communication with City. Consultant shall participate in consultations and conferences with authorized representatives of City and/or other local, regional, or state agencies concerned with the Project, which may be necessary for the completion of the Project or the development of the drawings, specifications and documents in accordance with the applicable standards and requirements of law and the City. Such consultations and conferences shall continue throughout the planning and construction of the Project and the contractor's warranty period. Consultant shall take direction only from the City's Representative, or any other representative specifically designated by the City for this Project, including any construction manager hired by the City.

1.5 Coordination and Cooperation with Construction Manager. The City may hire a construction manager to administer and coordinate all or any part of the Project on its behalf. If the City does so, it shall provide a copy of its agreement with the construction manager so that the Consultant will be fully aware of the duties and responsibilities of the construction manager. The Consultant shall cooperate with the construction manager and respond to any requests or directives authorized by the City to be made or given by the construction manager. The Consultant shall request clarification from the City in writing if the Consultant should have any questions regarding the authority of the construction manager.

2. INITIAL PLANNING PHASE.

During the initial planning phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

2.1 Project Feasibility. Provide advice and assistance to City in determining the feasibility of the Project, analysis of the type and quality of materials and construction to be selected, the site location, and other initial planning matters.

2.2 Meeting Budget and Project Goals. Consultant shall notify City in writing of potential complications, cost overruns, unusual conditions, and general needs that potentially impact the Project budget and time line, including the City's Preliminary Construction Budget. Consultant shall use its best judgment in determining the balance between the size, type and

quality of construction to achieve a satisfactory solution within the Project's budget and construction allowance. It shall be the duty of the Consultant to design the Project within budget. As discussed herein, including in Section 7.3, if the lowest responsive and responsible bid for the Project exceeds the budget by the stated amount, Consultant may be required to make the necessary changes in the drawing and specifications, at its sole cost and expense, to bring the bids within the required budget.

2.3 Permits, Approvals and Authorizations. As indicated in Section 3.5.4 of the Agreement, Consultant shall assist City in securing easements, encroachment permits, rights of way, dedications, infrastructures and road improvements, as well as coordinating with utilities and adjacent property owners.

3. SCHEMATIC PLAN PHASE.

During the schematic plan phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

3.1 Funding Documents. Consultant shall provide a site plan and all other Project-related information necessary and required for an application by City to any federal, state, regional, or local agencies for funds to finance the construction Project.

3.2 Schematic Plans. In cooperation with City, Consultant shall prepare preliminary plans and studies, schematic drawings, site utilization plans, and phasing plans showing the scale and relationship of the components of the Project, the plot plan development at the site, and the proposed architectural concept of the buildings ("Schematic Plans"). Consultant shall incorporate the functional requirements of City into the Schematic Plans. The Schematic Plans shall meet all laws, rules and regulations of the State of California. The Schematic Plans shall show all rooms incorporated in each building of the Project in single-line drawings, and shall include all revisions required by City or by any federal, state, regional or local agency having jurisdiction over the Project. All architectural drawings for the Project shall be in a form suitable for reproduction.

3.3 Preliminary Project Budget. Consultant shall use the City's Preliminary Construction Budget and its own expertise and experience with the Project to establish a preliminary project budget or allowance in a format required by City ("Consultant's Preliminary Project Budget"). The purpose of the Consultant's Preliminary Project Budget is to show the probable Project cost in relation to City's Preliminary Construction Budget and the construction standards of any applicable funding agency. If Consultant perceives site considerations which render the Project expensive or cost prohibitive, Consultant shall disclose such conditions in writing to City immediately. As discussed herein, including in Section 7.3, if the lowest responsive and responsible bid for the Project exceeds the budget by more than the stated amount, Consultant may be required to make the necessary changes in the drawings and specifications, at its sole cost and expense, to bring the bids within the required budget Consultant shall provide a preliminary written time schedule for the performance of all construction work on the Project.

3.4 Copies of Schematic Plans and Other Documents. Consultant, at its own expense, shall provide a complete set of the Schematic Plans described herein for City's review and approval. Additionally, at City's expense, Consultant shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project. Any additional copies required by City shall be provided at actual cost to City.

4. DESIGN DEVELOPMENT PHASE.

During the design development phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

4.1 Design Development Documents. Once City provides Consultant with specific written approval of the Schematic Plans described herein, Consultant shall prepare design development documents consisting of: (1) site and floor plans; (2) elevations; and (3) any other drawings and documents sufficient to fix and describe the types and makeup of materials, as well as the size and character of the Project's structural, mechanical and electrical systems, and to outline the Project specifications ("Design Development Documents"). The Design Development Documents shall be prepared in sufficient form to present to the City Council for approval.

4.2 Copies of Design Development and Other Documents. Consultant, at its own expense, shall provide a complete set of the Design Development Documents described herein for City's review and approval. Additionally, at City's expense, Consultant shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project. Any additional copies required by City shall be provided at actual cost to City.

4.3 Updated Project Budget. Consultant shall use its Preliminary Project Budget and expertise and experience with the Project to establish an updated estimate of probable construction costs, containing detail consistent with the Design Development Documents as set forth herein and containing a breakdown based on types of materials and specifications identified herein ("Consultant's Updated Project Budget").

4.4 Timetable. Consultant shall provide a written timetable for full and adequate completion of the Project to City.

4.5 Application for Approvals. Consultant shall assist City in applying for and obtaining required approvals from all federal, state, regional or local agencies concerned with the Project. Consultant shall furnish and process all architectural and engineering information required to prepare and process applications to applicable utilities in order to secure priorities and materials, to aid in the construction of the Project and to obtain final Project approval and acceptance by any of the above agencies as may be required.

4.6 Color and Other Aesthetic Issues. Consultant shall provide, for City's review and approval, a preliminary schedule of all color materials and selections of textures, finishes andother matters involving an aesthetic decision about the Project.

5. FINAL WORKING DRAWINGS AND SPECIFICATIONS.

During the final working drawings and specifications phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

5.1 Final Working Drawings and Specifications. Once City provides Consultant with specific written approval of the Design Development Documents described herein, Consultant shall prepare such complete working drawings and specifications as are necessary for developing complete bids and for properly executing the Project work in an efficient and thorough manner ("Final Working Drawings and Specifications"). Such Final Working Drawings and Specifications shall be developed from the Schematic Plans and Design Development Documents approved by City. The Final Working Drawings and Specifications shall set forth in

detail all of the following: (1) the Project construction work to be done; (2) the materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical, and electrical systems; and (3) the utility service connection equipment and site work. As indicated in Section 3.9.2 of the Agreement, City may be requested to supply Consultant with the necessary information to determine the proper location of all improvements on and off site, including record drawings ("as-built drawings") in City's possession. Consultant will make a good-faith effort to verify the accuracy of such information by means of a thorough interior and exterior visual survey of site conditions. City shall also make a good-faith effort to verify the accuracy of the as-built drawings and provide any supplemental information to Consultant which may not be shown on the as-built drawings.

5.2 Form. The Final Working Drawings and Specifications must be in such form as will enable Consultant and City to secure the required permits and approvals from all federal, state, regional or local agencies concerned with the Project. In addition, the Final Working Drawings and Specifications must be in such form as will enable City to obtain, by competitive bidding, a responsible and responsive bid within the applicable budgetary limitations and cost standards. The Final Working Drawings and Specifications shall be clear and legible so that uniform copies may be on standard architectural size paper, properly indexed and numbered, andshall be capable of being clearly copied and assembled in a professional manner by Consultant.

5.3 Approval and Revisions. City shall review, study, and check the Final Working Drawings and Specifications presented to it by Consultant, and request any necessary revisions or obtain any necessary approvals by the City Council, subject to the approval of all federal, state, regional or local agencies concerned with the Project. Consultant shall make all City-requested changes, additions, deletions, and corrections in the Final Working Drawings and Specifications at no additional cost, so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, or inconsistent with earlier City direction or Consultant's professional judgment. Consultant shall bring any such conflicts and/or inconsistencies to the attention of City. The Parties agree that Consultant, and not the City, possesses the requisite expertise to determine the constructability of the Final Working Drawings and Specifications. However, the City reserves the right to conduct one or more constructability review processes with the Final Working Drawings and Specifications, and to hire an independent architect or other consultant to perform such reviews. Any such independent constructability review shall be at City's expense. Consultant shall make all City-requested changes, additions, deletions, and corrections in the Final Working Drawings and Specifications which may result from any constructability review, at no additional cost to the City, so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, or inconsistent with earlier City direction or Consultant's professional judgment. If such changes, additions, deletions or corrections are inconsistent with prior City direction, Consultant shall make such alterations and be compensated therefore pursuant to the Additional Services provision of this Agreement.

5.4 Costs of Construction. It is understood by Consultant that should the Final Working Drawings and Specifications be ordered by City, City shall specify the sum of money set aside to cover the total cost of construction of the work, exclusive of Consultant's fees. Should it become evident that the total construction cost will exceed the specified sum, Consultant shall at once present a statement in writing to the City's Representative setting forth this fact and giving a full statement of the cost estimates on which the conclusion is based.

5.5 Copies of Final Working Drawings and Specifications and Other Documents. Consultant, at its own expense, shall provide a complete set of the Final Working Drawings and Specifications described herein for City's review and approval. Additionally, at City's expense,

Consultant shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project. Any additional copies required by City shall be provided at actual cost to City.

6. CONSTRUCTION CONTRACT DOCUMENTS.

During the construction contract documents phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

6.1 Bid and Contract Documents. If so required by City, Consultant shall assist City in the completion of all bid and construction documents, including but not limited to, the Notice Inviting Bids, Instructions to Bidders, Contract Bid Forms (including Alternate Bids as requested by City), `Contract, General Conditions, Supplementary General Conditions, Special Conditions, DVBE and other applicable affirmative action documents, Performance Bond, Payment Bond, Escrow Agreement for Security Deposits, and any other certifications and documents required by federal, state and local laws, rules and regulations which may be reasonably required in order to obtain bids responsive to the specifications and drawings. All such documents shall be subject to the approval of City and City's legal counsel.

6.2 Final Estimate. At the time of delivery of these bid and construction documents, which shall include the Final Working Drawings and Specifications (collectively referred to herein as the "Construction Documents"), Consultant shall provide City with its final estimate of probable construction cost ("Consultant's Final Estimate"). As discussed herein, including in Section 7.3, it shall be the Consultant's duty to design the Project within budget.

7. BID PHASE.

During the bid phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

7.1 Reproducible Construction Documents. Once City provides Consultant with specific written approval of the Construction Documents and Consultant's Final Estimate, Consultant shall provide to City one set of reproducible Construction Documents.

7.2 Distribution of Contract Documents and Review of Bids. Consultant shall assist City in distributing the Construction Documents to bidders and conducting the opening and review of bids for the Project.

7.3 Over Budget. If the apparent lowest responsive and responsible bid on the Project exceeds the Consultant's Final Estimate by more than five percent (5%), City may request Consultant to amend, at Consultant's sole cost and expense, the Final Drawings and Specifications in order to rebid the Project and receive a lowest responsive and responsible bid equal to or less than the Consultant's Final Estimate. All revisions necessary to bring the lowest responsible and responsive bid within the Consultant's Final Estimate, including any omissions, deferrals or alternates, shall be made in consultation with, and subject to the approval of, the City.

8. CONSTRUCTION PHASE.

During the construction phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

8.1 Observation. The Project Consultant shall observe work executed from the Final Working Drawings and Specifications in person, provided that City may, in its discretion, consent to such observation by another competent representative of Consultant.

8.2 General Administration. Consultant shall provide general administration of the Construction Documents and the work performed by the contractors.

8.3 Pre-Construction Meeting. Consultant shall conduct one or more pre-construction meetings, as the City determines is needed for the Project, with all interested Parties.

8.4 Site Visits of Contractor's Work. Consultant shall conduct site visits to observe each contractors' work for general conformance with the Construction Documents and with any approved construction schedules or milestones. Such site visits shall be conducted as often as are necessary and appropriate to the stage of construction, according to the City's sole discretion, but in no event less than weekly.

8.5 Site Visits of Inspector's Work. Consultant shall conduct site visits to communicate and observe the activities of the City inspectors. Such site visits shall be conducted as often as is mutually acceptable to Consultant and City. Consultant shall direct the City inspectors and the Project contractors to coordinate the preparation of record drawings indicating dimensions and location of all "as-built" conditions, including but not limited to, underground utility lines.

8.6 Coordination of Subconsultants. Consultant shall cause all architects, engineers and other consultants, as may be hired by Consultant or City, to observe the work completed under their disciplines as required, and approve and review all test results for general conformance with the Construction Documents.

8.7 Reports. Consultant shall make regular reports as may be required by applicable federal, state or local laws, rules or regulations, as well as the federal, state, regional or local agencies concerned with the Project.

8.8 Construction Meetings; Minutes. Consultant shall attend all construction meetings and provide written reports/minutes to the City after each construction meeting in order to keep City informed of the progress of the work. Such meetings shall occur at a frequency necessary for the progress of the Project work, according to the City's sole discretion, but no less than weekly.

8.9 Written Reports. Consultant shall make written reports to City as necessary to inform City of problems arising during construction, changes contemplated as a result of each such problems, and progress of the Project work.

8.10 Written Records. Consultant shall keep accurate written records of the progress and quality of the Project work and the time schedules, and shall advise the contractors and City of any deviations from the time schedule which could delay timely completion of the Project.

8.11 Material and Test Reports. Consultant shall check and process, in a timely manner, all required material and test reports for the Project work. In addition, Consultant shall provide notice of any deficiencies in material or work reflected in such reports, as well as its recommendation for correction of such deficiencies, to the contractors and City.

8.12 Review and Response to Submissions. Consultant shall review and respond, in a timely manner, to all schedules, submittals, shop drawings, samples, information requests, change requests, and other submissions of the contractor and subcontractors for compliance with, or alterations and additions to, the Construction Documents. Consultant's review and response shall be done in such a manner so as to ensure the timely and uninterrupted progress of the Project work.

8.13 Rejection of Work. Consultant shall promptly reject, as discussed with City, work or materials which do not conform to the Construction Documents. Consultant shall immediately notify the City and contractor(s) of such rejections. Consultant shall also have the authority to recommend to the City that additional inspection or testing of the work be performed, whether or not such work is fabricated, installed or completed.

8.14 Substitutions. Consultant shall consult with City, in a timely manner, with regard to substitution of materials, equipment and laboratory reports thereof, prior to the City's final written approval of such substitutions. Consultant's consultation shall be done in such a manner so as to ensure the timely and uninterrupted progress of the Project work.

8.15 Revised Documents and Drawings. Consultant shall prepare, at no additional expense to City, all documents and/or drawings made necessary by errors and omissions in the originally approved Construction Documents.

8.16 Change Requests and Material Changes. Consultant shall evaluate and advise City, in a timely manner and in writing, of any change requests and material change(s) which may be requested or necessary in the Project plans and specifications. Consultant shall provide the City with its opinion as to whether such change requests should be approved, denied or revised. If the City has not hired a construction manager or other person to do so, the Consultant shall prepare and execute all change orders and submit them to the City for authorization. If the City has designated a construction manager or other person to prepare all change orders, the Consultant shall review all change orders prepared by such person, execute them and deliver them to the City for authorization if they meet with the Consultant's approval, or submit them to the City with recommendations for revision or denial if necessary. Consultant shall not order contractors to make any changes affecting the contract price without approval by City of such a written change order, pursuant to the terms of the Construction Documents. Consultant may order, on its own responsibility and pending City Council approval, changes necessary to meet construction emergencies, if written approval of City's Representative is first secured.

8.17 Applications for Payment. Consultant shall examine, verify and approve contractor's applications for payment, and shall issue certificates for payment in amounts approved by the City's inspector.

8.18 Final Color and Product Selection. Consultant shall coordinate final color and product selection with City's original design concept.

8.19 Substantial Completion. Consultant shall determine the date of substantial completion, in consultation with the City.

8.20 Punch List. After determining that the Project is substantially complete, Consultant shall participate in the inspection of the Project and shall review all remaining deficiencies and minor items needed to be corrected or completed on the Project, including those identified on the punch list prepared by the contractor ("Punch List Items"). Consultant shall notify

contractor in writing that all Punch List Items must be corrected prior to final acceptance of the Project and final payment. Consultant shall also notify City of all Punch List Items.

8.21 Warranties. Consultant shall review materials assembled by the contractor and subcontractors with regard to all written warranties, guarantees, owners' manuals, instruction books, diagrams, record "as built" drawings, and any other materials required from the contractors and subcontractors pursuant to the Construction Documents. Consultant shall coordinate and provide these materials to the City.

8.22 Certificate of Completion. Consultant shall participate in any further inspections of the Project necessary to issue Consultant's Certificate of Completion and final certificate for payment.

8.23 Documents for Project Close-Out. Consultant shall cause all other architects, engineers and other consultants, as may be hired by Consultant, to file any and all required documentation with the City or other governmental authorities necessary to close out the Project. Consultant shall assist the City in obtaining such documentation from all other architects, engineers, or other consultants.

9. AS-BUILT DRAWINGS.

During the as-built drawings phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

9.1 As-Built Drawings and Specifications. Not later than thirty (30) days after substantial completion of the Project, before receipt of final payment, Consultant shall review and forward the Final Working Drawings and Specifications, indicating on them all changes made by change orders or otherwise pursuant to the Construction Documents, as well as all information called for on the specifications, thus producing an "as-built" set of Final Working Drawings and Specifications ("As-Built Drawings and Specifications"). The As-Built Drawings and Specifications shall show, among other things, the location of all concealed pipe, buried conduit runs and other similar elements within the completed Project. Consultant shall personally review and certify that the As-Built Drawings and Specifications are a correct representation of the information supplied to Consultant by any inspectors and the contractor, and shall obtain certifications from any inspectors and the contractor that the drawings are correct.

9.2 Approval. Once City provides Consultant with specific written approval of the As-Built Drawings and Specifications, Consultant shall forward to City the complete set of original As-Built Drawings and Specifications or a complete set of reproducible duplicate As-Built Drawings and Specifications. The tracing shall be of such quality that clear and legible prints maybe made without appreciable and objectionable loss of detail.

9.3 Documents for Final Payment. Prior to the receipt of Consultant's final payment, Consultant shall forward to City all of the following: (1) one clear and legible set of reproductions of the computations; (2) the original copy of the specifications; (3) the As-Built Drawings and Specifications as required herein; and (4) Consultant's Certificate of Completion.

10. WARRANTY PERIOD.

During the warranty period phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

10.1 Advice. Consultant shall provide advice to City on apparent deficiencies in the Project during any applicable warranty periods for the Project.

EXHIBIT "B"
FEE AND PHASING/FUNDING SCHEDULES

1. FEE SCHEDULE.

Consultant will invoice City on a monthly cycle based on the following fee schedule. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each phase and the total amount spent against the Total Compensation. Consultant will inform City regarding any out-of-scope work being performed by Consultant for which Consultant intends to seek compensation from City.

2. PHASING/FUNDING SCHEDULE.

Progress payments towards Total Compensation shall never exceed the following percentages of Total Compensation as of the phase indicated:

MILLER Architectural Corporation

Fee Proposal

Architectural Services

2024 FEE SCHEDULE

MILLER ARCHITECTURAL CORPORATION
1177 IDAHO STREET, SUITE 200
REDLANDS, CA 92374
P 909.335.7400 F 909.335.7299

PROFESSIONAL AND TECHNICAL STAFF:

Senior Principal	$277.20/hour
Court/Arbitration Appearance	$330.75/hour
Deposition	$360.15 - First Hour
	$324.45 - Each Additional Hour
Principal (Architecture Division)	$213.15/hour
Associate (Architecture Division)	$186.90/hour
Principal (Interiors Division)	$180.60/hour
Senior Project Manager	$165.90/hour
Project Manager	$154.35/hour
Senior Technician	$143.85/hour
Intermediate Technician	$100.80/hour
Senior Clerk/Executive Assistant/Office Mgr.	$99.75/hour
Junior Technician	$90.30/hour
Administrative Assistant/Marketing Assistant	$96.60/hour
Secretarial/Clerical/Intern	$74.55/hour
Archive Retrieval Fee	$240.45/Flat Fee
Drone Photography/Remote Aerial Survey	$301.35/hour

Overtime for hourly personnel will be charged at the base rate of 1.5 per hour for time in excess of 8 hours per weekday or for work on Saturdays, Sundays and holidays.

EXPENSES:

1. Out of pocket expenses, (i.e. photocopies, film development, shipping, blueprints): cost plus 15%.
2. In-house Services:

Large Format	$2.87 per 24" x 36" sheet	
Black & White:	$3.70 per 30" x 42" sheet	
Large Format	$8.59 per 24" x 36" sheet	
Color:	$11.13 per 30" x 42" sheet	
Photo Copies:	Black & White: $0.40 per 8-1/2" x 11"	page
	Black & White: $0.68 per 11" x 17"	page
	Color: $2.20 per 8/1/2" x 11"	page
	Color: $3.75 per 11" x 17"	page
	Black & White $1.00 per 12" x 18"	page
	Color $4.42 per 12" x 18"	page
Presentation Materials:	$25.41 per 30 x 40 Foam Board	
CD with Files: $62.92		
Upload Data: $62.92		

3. Mileage: Current IRS Mileage Rate
4. For work which requires overnight lodging, a per diem charge will be made appropriate to the area, based on actual costs.
5. Outside consultants not included in the base fee and plan check fees shall be billed at direct cost plus 15%.

INVOICING

Invoices will be issued either monthly or bi-weekly and are due and payable upon receipt of the invoice, unless otherwise agreed. Interest of 1% per month, but not exceeding the maximum rate allowed by law, will be payable on any amounts not paid within 30 days. Payment thereafter is to be applied first to accrued interest and then to the principal unpaid amount. Attorney's fees or other cost incurred in collecting any delinquent amount shall be paid by the client.

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

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
DESIGN SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into as of_____, by and between the City of Ontario, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City"), and **RDC-S111, Inc.,** a corporation with its principal place of business at **245 E. 3rd St, Long Beach CA 90802** (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referredto herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 City. City is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Consultant**.** Consultant desires to perform and assume responsibility for the provision of certain professional architectural design services requiredby the City on the terms and conditions set forth in this Agreement. Consultant warrants that it isfully licensed, qualified, and willing to perform the services required by this Agreement; provided, however, that if Consultant is a corporation or other organization, the Project Consultant designated pursuant to Section 3.2, and not the Consultant itself, shall be fully licensed to practiceas an architect in the State of California.

2.3 Project**.** City desires to engage Consultant to render such services for **the On-Call Retail Architect Design Services** ("Project") as set forth in this Agreement.

3. TERMS

3.1 Employment of Consultant.

3.1.1 Scope of Services. Consultant promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional architectural and related services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement

(hereinafter referred to as “Services”). The Services are more particularly described throughout this Agreement, including Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordancewith, this Agreement, any exhibits attached hereto and incorporated herein by reference, and allapplicable local, state and federal laws, rules and regulations. All Services performed by Consultant shall be subject to the sole and discretionary approval of the City, which approval shallnot be unreasonably withheld.

3.1.2 Term. The term of this Agreement shall be from **July 16, 2024,** to **July 16, 2027**, The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than **two** additional one-year terms unless earlier terminated as provided herein. Consultant shall complete the Services within the term of agreement and shall meet any other established scheduled and deadlines.

3.2 Project Consultant; Key Personnel.

3.2.1 Retail Architect. Consultant shall name a specific individual to act as Project Consultant, subject to the approval of City. Consultantthereby designates **Mitra Esfandiari** to act as the Retail Architect for the Project. The Architect shall: (1) maintain oversight of the Services; (2) have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement; (3) supervise and direct the Services using his or her best skill and attention; (4) be responsible for the means, methods, techniques, sequences and procedures used for the Services; (5) adequately coordinate all portions of the Services; and (6) act as principal contact with y and all contractors, consultants, engineers and inspectors on the Project. Any change in the Retail Architect shall be subject to the City’s prior written approval, which approval shall not be unreasonably withheld. The new Retail Architect shall be of at least equal competence as the prior Retail Architect. In the event that City and Consultant cannotagree as to the substitution of a new Retail Architect. City shall be entitled to terminate this Agreement for cause.

3.2.2 Key Personnel. In addition to the Retail Architect, Consultant has represented to the City that certain additional key personnel, engineers and consultants will perform the Services under this Agreement. Should one or more of such personnel, engineers or consultants become unavailable, Consultant may substitute others of atleast equal competence upon written approval of the City. In the event that City and Consultant cannot agree as to the substitution of key personnel, engineers or consultants, City shall be entitled to terminate this Agreement for cause. The key additional personnel, engineers and consultants for performance of this Agreement are as follows: **Mitra Esfandiari, Principal**

3.3 Hiring of Consultants and Personnel.

3.3.1 Right to Hire or Employ. Consultant shall have the option, unless City objects in writing after notice, to employ at its expense architects, engineers, experts or other consultants qualified and licensed to render services in connection with the planning and/or administration of the Project, and to delegate to them such duties as Consultant may delegate without relieving Consultant from administrative or other responsibility under this Agreement. Consultant shall be responsible for the coordination and cooperation of Consultant’s architects, engineers, experts or other consultants. All consultants, including changes in consultants, shall be subject to approval by City in its sole and reasonable discretion. Consultant shall notify City of the identity of all consultants at least fourteen (14) days prior to their commencement of work to allow City to review their qualifications and approve to their participation on the Project in its

sole and reasonable discretion.

3.3.2 Qualification and License. All architects, engineers, experts and other consultants retained by Consultant in performance of this Agreement shall be qualified to perform the Services assigned to them, and shall be licensed to practice in their respective professions, where required by law.

3.3.3 Standards and Insurance. All architects, engineers, experts and other consultants hired by Consultant shall be required to meet all of the same standards and insurance requirements set forth in this Agreement, unless other standards or requirements are approved by the City in writing. Unless changes are approved in writing by the City, Consultant's agreements with its consultants shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.3.4 Assignments or Staff Changes. Consultant shall promptly obtain written City approval of any assignment, reassignment or replacement of such architects, engineers, experts and consultants, or of other staff changes of key personnel working on the Project. As provided in the Agreement, any changes in Consultant's consultants and key personnel shall be subject to approval by City.

3.3.5 Draftsman and Clerical Support. Draftsmen and clerical personnel shall be retained by Consultant at Consultant's sole expense.

3.4 Standard of Care.

3.4.1 Standard of Care. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform the Services in the same discipline in the State of California, and shall be responsible to City for damages sustained by the City and delays to the Project as specified in the indemnification provision of this Agreement. Without limiting the foregoing, Consultant shall be fully responsible to the City for any increased costs incurred by the City as a result of any such delays in the design or construction of the Project. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants and represents that all of its employees, architects, engineers, experts and other consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees, architects, engineers, experts and other consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services assigned to or rendered by them and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein.

3.4.2 Performance of Employees. Any employee or consultant who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee or consultant who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.5 Laws and Regulations.

3.5.1 Knowledge and Compliance. Consultant shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Services or the Project, and shall give all notices required of the Consultant by law. Consultant shall be liable, pursuant to the standard of care and indemnification provisions of this Agreement, for all violations of such laws and regulations in connection with its Services. Consultant shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.5.2 Drawings and Specifications. Consultant shall cause all drawings and specifications to conform to any applicable requirements of federal, state and local laws, rules and regulations, including the Uniform Building Code, in effect as of the time the drawings and specifications are prepared or revised during the latest phase of the Services described in Exhibit "A" attached hereto. Any significant revisions made necessary by changes in such laws, rules and regulations after this time may be compensated as Additional Services which were not knownor reasonably should not have been known by Consultant. Consultant shall cause the necessary copies of such drawings and specifications to be filed with any governmental bodies with approval jurisdiction over the Project, in accordance with the Services described in Exhibit "A" attached hereto. For the preparation of all such drawings and specifications, the Consultant shall use Computer Aided Design Drafting ("CADD") (e.g., AutoCAD) or other technology acceptable to the Consultant and City.

3.5.3 Americans with Disabilities Act. Consultant will use its best professional efforts to interpret all applicable federal, state and local laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act ("ADA"). Consultant shall inform City of the existence of inconsistencies of which it is aware or reasonably should be aware between federal and state accessibility laws, rules and regulations, as well as any other issues which are subject to conflicting interpretations of the law, and shall provide the City with its interpretation of such inconsistencies and conflicting interpretations. Unless Consultant brings such inconsistencies and conflicting interpretations to the attention of the City and requests City's direction on how to proceed, the Consultant's interpretation of such inconsistencies and conflicting interpretations shall be the sole responsibility and liability of Consultant, and the Consultant shall correct all plans, specifications and other documents prepared for the Project at no additional cost if its interpretations are shown to be incorrect. In the event that the Consultant request's City's direction on how to proceed with respect to any inconsistent and/or conflicting interpretation, the Consultant shall be responsible to the City only pursuant to the indemnification provisions of this Agreement.

3.5.4 Permits, Approvals and Authorizations. Consultant shall provide City witha list of all permits, approvals or other authorizations required for the Project from all federal, stateor local governmental bodies with approval jurisdiction over the Project. Consultant shall then assist the City in obtaining all such permits, approvals and other authorizations. The costs of such permits, approvals and other authorizations shall be paid by the City.

3.5.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances

regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq*.); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant shall additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. Failure to comply with laws, regulations, and ordinances listed in this Section is a violation of federal and state law.

3.6 Independent Contractor.

3.6.1 Control and Payment of Subordinates. City retains Consultant on an independent contractor basis and Consultant is not an employee of City. Consultant is not an employee for state tax, federal tax or any other purpose, and is not entitled to the rights or benefits afforded to City's employees. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City, and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.7 Schedule of Services.

3.7.1 Consultant Services. Consultant shall fully and adequately complete the Services described in this Agreement and in Exhibit "A" attached hereto and incorporated herein by reference.

3.7.2 Timely Performance Standard. Consultant shall perform all Services hereunder as expeditiously as is consistent with professional skill and care, as well as the orderly progress of the Project work so as not to be the cause, in whole or in part, of delays in the completion of the Project or in the achievement of any Project milestones, as provided herein. Specifically, Consultant shall perform its Services so as to allow for the full and adequate completion of the Project within the time required by the City and within any completion schedules adopted for the Project. Consultant agrees to coordinate with City's staff, contractors and consultants in the performance of the Services, and shall be available to City's staff, contractors and consultants at all reasonable times.

3.7.3 Performance Schedule. Consultant shall prepare an estimated time schedule for the performance of Consultant's Services, to be adjusted as the Project proceeds. Such schedule shall be subject to the City's review and approval, which approval shall not be unreasonably withheld, and shall include allowances for periods of time required for City's review and approval of submissions, and for approvals of authorities having jurisdiction over Project approval and funding. If City and Consultant cannot mutually agree on a performance schedule, City shall have the authority to immediately terminate this Agreement. The schedule shall not be exceeded by Consultant without the prior written approval of City. If the Consultant's Services are not completed within the time provided by the agreed upon performance schedule, or any milestones established therein, it is understood, acknowledged and agreed that the City will suffer damage for which the Consultant will be responsible.

3.7.4 Excusable Delays. Any delays in Consultant's work caused by the following may be added to the time for completion of any obligations of Consultant: (1) the actionsof City or its employees; (2) the actions of those in direct contractual relationship with City; (3) theactions of any governmental agency having jurisdiction over the Project; (4) the actions of any parties not within the reasonable control of the Consultant; and (5) any Force Majeure Event (asdefined herein) or other unforeseen occurrence not due to any fault or negligence on the part of Consultant. Neither the City nor the Consultant shall be liable for damages, liquidated or otherwise, to the other on account of such delays.

3.7.5 Force Majeure Events. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the Services and Agreement. Should a Force Majeure Event occur, the non-performing Party shall, within fifteen (15) calendar days of the beginning of an Force Majeure Event, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.7.6 Request for Excusable Delay Credit. The Consultant shall, within fifteen (15) calendar days of the beginning of any excusable delay, notify the City in writing of the causes of delay (unless City grants in writing a further period of time to file such notice prior to the date of final payment under the Agreement). City will then ascertain the facts and the extent of the delay, and grant an extension of time for completing the Services when, in its sole judgment, the findings of fact justify such an extension. The City's findings of fact thereon shall be final and conclusive on the Parties. Extensions of time shall apply only to that portion of the Services affected by the delay and shall not apply to other portions of the Services not so affected. The sole remedy of Consultant for extensions of time shall be an extension of the performance time at no cost to the City. If Additional Services are required as a result of an excusable delay, the Parties shall mutually agree thereto pursuant to the Additional Services provision of this Agreement. Should Consultant make an application for an extension of time, Consultant shall submit evidence that the insurance policies required by this Agreement remain in effect during the requested additional period of time.

3.8 Additional Services.

3.8.1 Request for Services. At City's request, Consultant may be asked to perform services not otherwise included in this Agreement, not included within the basic services listed in Exhibit "A" attached hereto, and/or not customarily furnished in accordance with generally

accepted architectural practice.

3.8.2 Definition. As used herein, “Additional Services” mean: (1) any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary for the Consultant to perform at the execution of this Agreement; or (2) any work listed as Additional Services in Exhibit “A” attached hereto. Consultant shall not perform, nor be compensated for, Additional Services without prior written authorization from City and without an agreement between the City and Consultant as to the compensation to be paid for such services. City shall pay Consultant for any approved Additional Services, pursuant to the compensation provisions herein, so long as such services are not made necessary through the fault of Consultant pursuant to the indemnification provision of this Agreement.

3.8.3 Examples of Additional Services. Such Additional Services shall notinclude any redesign or revisions to drawings, specifications or other documents when such revisions are necessary in order to bring such documents into compliance with applicable laws, rules, regulations or codes of which Consultant was aware or should have been aware pursuantto the laws and regulations provision of this Agreement above. Such Additional Services may include, but shall not be limited to:

(a) Separately Bid Portions of Project. Plan preparation and/or administration of work on portions of the Project separately bid.

(b) Furniture and Interior Design. Assistance to City, if requested, for the selection of moveable furniture, equipment or articles which are not included in the Construction Documents.

(c) Fault of Contractor. Services caused by delinquency, default or insolvency of contractor, or by major defects in the work of the contractor, provided that any such services made necessary by the failure of Consultant to detect and report such matters when it reasonably should have done so shall not be compensated.

(d) Inconsistent Approvals or Instructions. Revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of Consultant.

(e) Legal Proceedings. Serving as an expert witness on City's behalf or attending legal proceedings to which the Consultant is not a party.

(f) Damage Repair. Supervision of repair of damages to any structure.

(g) Extra Environmental Services. Additional work required for environmental conditions (e.g. asbestos or site conditions) not already contemplated within the Consultant's services for the Project.

3.9 City Responsibilities. City’s responsibilities shall include the following:

3.9.1 Data and Information. City shall make available to Consultant all necessary data and information concerning the purpose and requirements of the Project, including scheduling and budget limitations, objectives, constraints and criteria. As part of the budget limitation information, the City shall provide the Consultant with a preliminary construction budget (“City’s Preliminary Construction Budget”).

3.9.2 Project Survey. If required pursuant to the scope of the Project and if requested by Consultant, City shall furnish Consultant with, or direct Consultant to procure at City's expense, a survey of the Project site prepared by a registered surveyor or civil engineer, any other record documents which shall indicate existing structures, land features, improvements, sewer, water, gas, electrical and utility lines, topographical information and boundary dimensions of the site, and any other such pertinent information.

3.9.3 Bid Phase. Distribute Construction Documents to bidders and conduct the opening and review of bids for the Project.

3.9.4 Testing. Retain consultant(s) to conduct chemical, mechanical, soils, geological or other tests required for proper design of the Project, and furnish such surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known to determine soil condition or to ensure the proper development of the required drawings and specifications.

3.9.5 Required Inspections and Tests. Retain consultant(s) to conduct materials testing and inspection or environmental/hazardous materials testing and inspection pursuant to any applicable laws, rules or regulations.

3.9.6 Fees of Reviewing or Licensing Agencies. Directly pay or reimburse the payment of all fees required by any reviewing or licensing agency, or other agency having approval jurisdiction over the Project.

3.9.7 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. The City Manager hereby designates **Tito Haes, Executive Director Public Works**, or his or her designee, as the City's contact for the implementation of the Services hereunder. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.9.8 Review and Approved Documents. Review all documents submitted by Consultant, including change orders and other matters requiring approval by the City Council or other officials. City shall advise Consultant of decisions pertaining to such documents within a reasonable time after submission, so as not to cause unreasonable delay as provided in the excusable delay provisions of this Agreement above.

3.10 Compensation.

3.10.1 Consultant's Compensation for Basic Services. City shall pay to Consultant, for the performance of all Services rendered under this Agreement, the total not to exceed amount of **One Hundred Fifty Thousand Dollars** (**$150,000**) ("Total Compensation"). This Total Compensation amount shall be based upon, and may be adjusted according to, the fee schedule and related terms and conditions attached hereto as Exhibit "B" and incorporated herein by reference. The Total Compensation, as may be adjusted upon mutual agreement, shall constitute complete and adequate payment for Services under thisAgreement.

3.10.2 Payment for Additional Services. At any time during the term of this Agreement, City may request that Consultant perform Additional Services. As used herein, Additional Services means any work which is determined by City to be necessary for the proper

completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Any additional work in excess of this amount must be approved by the City. If authorized, such Additional Services will be compensated at the rates and in the manner set forth in Exhibit "B" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the Parties. IfCity requires Consultant to hire consultants to perform any Additional Services, Consultant shall be compensated therefore at the rates and in the manner set forth in Exhibit "B" attached heretoand incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the Parties. City shall have the authority to review and approve the rates of any such consultants. In addition, Consultant shall be reimbursed for any expenses incurred by such consultants pursuant to the terms and conditions of Section 3.10.3.

3.10.3 Reimbursable Expenses. Reimbursable expenses are in addition to compensation for the Services and Additional Services. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, which approval may be evidenced by inclusion in Exhibit "B" attached hereto. Such reimbursable expenses shall include only those expenses which are reasonably and necessarily incurred by Consultant in the interest of the Project. Consultant shall be required to acquire prior written consent in order to obtain reimbursement for the following: (1) extraordinary transportation expenses incurred in connection with the Project; (2) out-of-town travel expenses incurred in connection with the Project; (3) fees paid for securing approval of authorities having jurisdiction over the Project; (4) bid document duplication costs in excess of $1,000; and (5) other costs, fees and expenses in excess of $1,000.

3.10.4 Payment to Consultant. Consultant's compensation and reimbursable expenses shall be paid by City to Consultant no more often than monthly. Such periodic payments shall be made based upon the percentage of work completed, and in accordance with the phasing and funding schedule provided in Exhibit "B" and the compensation rates indicated in Exhibit "B" attached hereto and incorporated herein by reference. In order to receive payment, Consultant shall present to City an itemized statement which indicates Services performed, percentage of Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. The amount paid to Consultant shall never exceed the percentage amounts authorized by the phasing and funding schedule located in Exhibit "B" attached hereto. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the Parties in a mutually agreeable manner.

Payments made for Additional Services shall be made in installments, not more often than monthly, proportionate to the degree of completion of such services or in such other manner as the Parties shall specify when such services are agreed upon, and in accordance with any authorized fee or rate schedule. In order to receive payment, Consultant shall present to City an itemized statement which indicates the Additional Services performed, percentage of Additional Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Additional Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the Parties in a mutually agreeable manner.

Upon cancellation or termination of this Agreement, Consultant shall be compensated as set forth in the termination provision herein.

3.10.5 Withholding Payment to Consultant. The City may withhold payment, in whole or in part, to the extent reasonably necessary to protect the City from claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind to the extent arising out of or caused by the negligence, recklessness, or willful misconduct protected under the indemnification provisions of this Agreement. Failure by City to deduct any sums from a progress payment shall not constitute a waiver of the City's right to such sums. The City may keep any moneys which would otherwise be payable at any time hereunder and apply the same,or so much as may be necessary therefor, to the payment of any expenses, losses, or damagesas determined by the City, incurred by the City for which Consultant is liable under the Agreementor state law. Payments to the Consultant for compensation and reimbursable expenses due shallnot be contingent on the construction, completion or ultimate success of the Project. Payment tothe Consultant shall not be withheld, postponed, or made contingent upon receipt by the City of offsetting reimbursement or credit from Parties not within the Consultant's reasonable control.

3.10.6 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. **If** the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and **if** the total compensation is $1,000 or more, Consultant agrees to fully complywith and to require its consultants to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the Project site. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4. Consultant shall defend, indemnify and hold the City, itselected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure of the Consultant or its consultants to comply with the Prevailing Wage Laws.

(a) Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works project" of over $25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over $15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance

requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the Department of Industrial Relations against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subconsultant.

3.11 Notice to Proceed.

Consultant shall not proceed with performance of any Services under this Agreement unless and until the City provides a written notice to proceed.

3.12 Termination, Suspension and Abandonment.

3.12.1 Grounds for Termination; Consultant's Termination for Cause. City hereby reserves the right to suspend or abandon, at any time and for any reason, all or any portion of the Project and the construction work thereon, or to terminate this Agreement at any time with or without cause. Consultant shall be provided with at least seven (7) days advanced written notice of such suspension, abandonment or termination. In the event of such suspension, abandonment or termination, Consultant shall be paid for Services and reimbursable expenses rendered up to the date of such suspension, abandonment or termination, pursuant to the schedule of payments provided for in this Agreement, less any claims against or damages suffered by City as a result of the default, if any, by Consultant. Consultant hereby expressly waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein, in the event of such suspension, abandonment or termination. Consultant may terminate this Agreement for substantial breach of performance by the City such as failure to make payment to Consultant as provided in this Agreement.

3.12.2 City's Suspension of Work. If Consultant's Services are suspended by City, City may require Consultant to resume such Services within ninety (90) days after written notice from City. When the Project is resumed, the Total Compensation and schedule of Services shall be equitably adjusted upon mutual agreement of the City and Consultant.

3.12.3 Documents and Other Data. Upon suspension, abandonment or termination, Consultant shall provide to City all preliminary studies, sketches, working drawings, specifications, computations, and all other Project Documents, as defined below, to which City would have been entitled at the completion of Consultant's Services under this Agreement. Upon payment of the amount required to be paid to Consultant pursuant to the termination provisions of this Agreement, City shall have the rights, as provided in this Agreement hereinafter, to use such Project Documents prepared by or on behalf of Consultant under this Agreement. Consultant shall make such documents available to City upon request and without additional compensation other than as may be approved as a reimbursable expense.

3.12.4 Employment of other Consultants. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.13 Ownership and Use of Documents; Confidentiality.

3.13.1 Ownership. All plans, specifications, original or reproducibletransparencies of working drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically orotherwise recorded on computer diskettes (hereinafter referred to as the "Project Documents") shall be and remain the property of City. Although the official copyright in all Project Documentsshall remain with the Consultant or other applicable subcontractors or consultants, the Project Documents shall be the property of City whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, Consultant shall provide to City copies of all Project Documents required by City. In addition, Consultant shall retain copies of all Project Documents on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment ofreasonable duplication costs. Before destroying the Project Documents following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.13.2 Right to Use. Consultant grants to City the right to use and reuse all or part of the Project Documents, at City's sole discretion and with no additional compensation to Consultant, for the following purposes:

(a) The construction of all or part of this Project.

(b) The repair, renovation, modernization, replacement, reconstruction or expansion of this Project at any time;

(c) The construction of another project by or on behalf of the City for its ownership and use;

City is not bound by this Agreement to employ the services of Consultant in the event such documents are used or reused for these purposes. City shall be able to use or reuse the Project Documents for these purposes without risk of liability to the Consultant or third parties with respect to the condition of the Project Documents, and the use or reuse of the Project Documents for these purposes shall not be construed or interpreted to waive or limit City's right to recover for latent defects or for errors or omissions of the Consultant.

Any use or reuse by City of the Project Documents on any project other than this Project without employing the services of Consultant shall be at City's own risk with respect to third parties. If City uses or reuses the Project Documents on any project other than this Project, it shall remove the Consultant's seal from the Project Documents and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Project Documents on such other project.

3.13.3 License. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein. Consultant shall require any and all subcontractors and consultants to agree in writing that City is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

3.13.4 Right to License. Consultant represents and warrants that Consultant has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Project Documents that Consultant prepares or causes to be prepared pursuant to this Agreement. Consultant shall indemnify and hold City harmless pursuant to the indemnification provisions of this Agreement for any breach of this Section. Consultant makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents that were prepared by design professionals other than Consultant and provided to Consultant by City.

3.13.5 Confidentiality. All Project Documents, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant to the extent they are not subject to disclosure pursuant to the Public Records Act. All Project Documents shall not, without the written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Project Documents to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the written consent of City.

3.14 Indemnification.

3.14.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

3.14.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.15 Insurance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has

provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.15.1 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, Consultant shall, at its expense, procure and maintain infull force and effect for the duration of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

3.15.2 Additional Insured. The City of Ontario, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on Consultant's and its subconsultants' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

3.15.3 Commercial General Liability

(a) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(b) Coverage for Commercial General Liability insurance shall be at least as broad as the following: Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent. Commercial General Liability Insurance must include coverage for the following:

(i) Bodily Injury and Property Damage

(ii) Personal Injury/Advertising Injury

(iii) Premises/Operations Liability

(iv) Products/Completed Operations Liability

(v) Aggregate Limits that Apply per Project

(vi) Explosion, Collapse and Underground (UCX) exclusion deleted

(vii) Contractual Liability with respect to this Contract

(viii) Broad Form Property Damage

(ix) Independent Consultants Coverage

(c) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(d) The policy shall give City, the City Council and each member of the City Council, its officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(e) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

3.15.4 Automobile Liability

(a) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(b) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(c) The policy shall give City, the City Council and each member of the City Council, its officers, employees, agents and City designated volunteers additional insured status.

(d) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

3.15.5 Workers' Compensation/Employer's Liability

(a) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(b) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this Section.

3.15.6 Professional Liability (Errors and Omissions)

(a) At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and

in an amount indicated herein. This insurance shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

3.15.7 Minimum Policy Limits Required

(a) The following insurance limits are required for the Agreement:

Coverage	Combined Single Limit
Commercial General Liability	$2,000,000 per occurrence/ $4,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	$2,000,000 per occurrence for bodily injury and property damage
Employer's Liability	$1,000,000 per occurrence
Professional Liability	$2,000,000 per claim and aggregate (errors and omissions)

(b) Defense costs shall be payable in addition to the limits.

(c) Requirements of specific coverage or limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

3.15.8 Evidence Required

(a) Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

3.15.9 Policy Provisions Required

(a) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultantshall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the termof this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(b) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

(c) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if thepolicy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

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

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

3.15.10 Qualifying Insurers

(a) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements: Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.15.11 Additional Insurance Provisions

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

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

amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(c) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(d) Neither the City nor the City Council, nor any member of the City Council, nor any of the officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

3.15.12 Subconsultant Insurance Requirements

(a) Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

3.16 Records.

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to thisAgreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

3.17 Standardized Manufactured Items.

Consultant shall cooperate and consult with City in the use and selection of manufactured items on the Project, including but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials and floor coverings. All such manufactured items shall be standardized to City's criteria to the extent such criteria do not interfere with building design.

3.18 Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described herein. Any additional or subsequent construction at the site of the Project, or at any other City site, will be covered by, and be the subject of, a separate Agreement for architectural services between City and the Consultant chosen therefor by City.

3.19 Mediation.

Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the Parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the Parties.

3.20 Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

3.21 Asbestos Certification.

Consultant shall certify to City, in writing and under penalty of perjury, that to the best of its knowledge, information and belief no asbestos-containing material or other material deemed to be hazardous by the state or federal government was specified as a building material in any construction document that the Consultant prepares for the Project. Consultant shall require all consultants who prepare any other documents for the Project to submit the same written certification. Consultant shall also assist the City in ensuring that contractors provide City with certification, in writing and under penalty of perjury, that to the best of their knowledge, information and belief no material furnished, installed or incorporated into the Project contains asbestos or any other material deemed to be hazardous by the state or federal government. These certifications shall be part of the final Project submittal. Consultant shall include statements in its specifications that materials containing asbestos or any other material deemed to be hazardous by the state or federal government are not to be included.

3.22 No Third Party Rights.

This Agreement shall not create any rights in, or inure to the benefits of, any third party except as expressly provided herein.

3.23 Governing Law.

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Venue shall be in San Bernardino County.

3.24 Exhibits and Recitals.

All exhibits and recitals contained herein and attached hereto are material parts of this Agreement and are incorporated as if fully set forth.

3.25 Severability.

Should any provision in the Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

3.26 Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

3.27 Safety.

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

3.28 Harassment Policy.

Consultant shall provide a copy of the City's Harassment Policy to each of its employees assigned to perform the tasks under this Agreement. Consultant shall submit to the City's Personnel Manager a statement signed by each of its employees who are assigned to perform the Services under this Agreement certifying receipt of City's Harassment Policy and certifying that they have read the Harassment Policy. A finding by the City that any of Consultant's employees has harassed a City employee shall be grounds for appropriate discipline, up to and including such employee's removal from performance of this Agreement at City's request.

3.29 Delivery of Notices.

All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

CITY:	CONSULTANT:
City of Ontario	RDC – S111, Inc.
303 East “B” Street	245 E. 3rd St.
Ontario, CA 91764	Long Beach, CA 90802
Attn: Adrian Escamilla, Design and Construction	Attn: Mitra Esfandiari, Partner

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.30 Time of Essence.

Time is of the essence for each and every provision of this Agreement.

3.31 City’s Right to Employ Other Consultants.

City reserves right to employ other consultants, including designers, in connection with this Project or other projects.

3.32 Prohibited Interests.

3.32.1 Solicitation. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for

Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability.

3.32.2 Conflict of Interest. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.33 Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or any other classification protected by federal or state law. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.34 Labor Certification.

By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.35 Subcontracting.

As specified in this Agreement, Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to each and every provision of this Agreement.

3.36 Supplemental Conditions.

Any supplemental conditions shall be attached as an exhibit to this Agreement, and that exhibit shall be incorporated herein by reference.

3.37 Entire Agreement.

This Agreement, with its exhibits, contains the entire agreement of the Parties hereto, and supersedes any and all other prior or contemporaneous negotiations, understandings and oral or written agreements between the Parties hereto. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any

modification of this Agreement shall only be effective if in writing signed by all Parties hereto.

SIGNATURES ON FOLLOWING PAGE

SIGNATURE PAGE FOR DESIGN SERVICES AGREEMENT
BETWEEN THE CITY OF ONTARIO
AND RDC – S111, Inc.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

_____
City Clerk

RDC – S111, Inc.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED]

EXHIBIT "A"
SCOPE OF SERVICES

1. GENERAL REQUIREMENTS.

1.1 Basic Services. Consultant agrees to perform all the necessary professional architectural, engineering (e.g. mechanical, electrical, plumbing, structural, site engineering, and any other necessary engineering services mutually agreeable to the Parties) and construction administration services for the Project in a timely and professional manner, consistent with the standards of the profession, including those provided for herein.

1.2 Exclusions from Basic Services. The following services shall be excluded from the basic services listed above: **Exclusions will be determined on a project-by-project basis.**

1.3 Additional Services. Consultant shall perform the following Additional Services for the Project: **Additional Services will be determined on a project by project.**

1.4 Communication with City. Consultant shall participate in consultations and conferences with authorized representatives of City and/or other local, regional, or state agencies concerned with the Project, which may be necessary for the completion of the Project or the development of the drawings, specifications and documents in accordance with the applicable standards and requirements of law and the City. Such consultations and conferences shall continue throughout the planning and construction of the Project and the contractor's warranty period. Consultant shall take direction only from the City's Representative, or any other representative specifically designated by the City for this Project, including any construction manager hired by the City.

1.5 Coordination and Cooperation with Construction Manager. The City may hire a construction manager to administer and coordinate all or any part of the Project on its behalf. If the City does so, it shall provide a copy of its agreement with the construction manager so that the Consultant will be fully aware of the duties and responsibilities of the construction manager. The Consultant shall cooperate with the construction manager and respond to any requests or directives authorized by the City to be made or given by the construction manager. The Consultant shall request clarification from the City in writing if the Consultant should have any questions regarding the authority of the construction manager.

2. INITIAL PLANNING PHASE.

During the initial planning phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

2.1 Project Feasibility. Provide advice and assistance to City in determining the feasibility of the Project, analysis of the type and quality of materials and construction to be selected, the site location, and other initial planning matters.

2.2 Meeting Budget and Project Goals. Consultant shall notify City in writing of potential complications, cost overruns, unusual conditions, and general needs that potentially impact the Project budget and time line, including the City's Preliminary Construction Budget. Consultant shall use its best judgment in determining the balance between the size, type and

quality of construction to achieve a satisfactory solution within the Project's budget and construction allowance. It shall be the duty of the Consultant to design the Project within budget. As discussed herein, including in Section 7.3, if the lowest responsive and responsible bid for the Project exceeds the budget by the stated amount, Consultant may be required to make the necessary changes in the drawing and specifications, at its sole cost and expense, to bring the bids within the required budget.

2.3 Permits, Approvals and Authorizations. As indicated in Section 3.5.4 of the Agreement, Consultant shall assist City in securing easements, encroachment permits, rights of way, dedications, infrastructures and road improvements, as well as coordinating with utilities and adjacent property owners.

3. SCHEMATIC PLAN PHASE.

During the schematic plan phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

3.1 Funding Documents. Consultant shall provide a site plan and all other Project-related information necessary and required for an application by City to any federal, state, regional, or local agencies for funds to finance the construction Project.

3.2 Schematic Plans. In cooperation with City, Consultant shall prepare preliminary plans and studies, schematic drawings, site utilization plans, and phasing plans showing the scale and relationship of the components of the Project, the plot plan development at the site, and the proposed architectural concept of the buildings ("Schematic Plans"). Consultant shall incorporate the functional requirements of City into the Schematic Plans. The Schematic Plans shall meet all laws, rules and regulations of the State of California. The Schematic Plans shall show all rooms incorporated in each building of the Project in single-line drawings, and shall include all revisions required by City or by any federal, state, regional or local agency having jurisdiction over the Project. All architectural drawings for the Project shall be in a form suitable for reproduction.

3.3 Preliminary Project Budget. Consultant shall use the City's Preliminary Construction Budget and its own expertise and experience with the Project to establish a preliminary project budget or allowance in a format required by City ("Consultant's Preliminary Project Budget"). The purpose of the Consultant's Preliminary Project Budget is to show the probable Project cost in relation to City's Preliminary Construction Budget and the construction standards of any applicable funding agency. If Consultant perceives site considerations which render the Project expensive or cost prohibitive, Consultant shall disclose such conditions in writing to City immediately. As discussed herein, including in Section 7.3, if the lowest responsive and responsible bid for the Project exceeds the budget by more than the stated amount, Consultant may be required to make the necessary changes in the drawings and specifications, at its sole cost and expense, to bring the bids within the required budget Consultant shall provide a preliminary written time schedule for the performance of all construction work on the Project.

3.4 Copies of Schematic Plans and Other Documents. Consultant, at its own expense, shall provide a complete set of the Schematic Plans described herein for City's review and approval. Additionally, at City's expense, Consultant shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project. Any additional copies required by City shall be provided at actual cost to City.

4. DESIGN DEVELOPMENT PHASE.

During the design development phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

4.1 Design Development Documents. Once City provides Consultant with specific written approval of the Schematic Plans described herein, Consultant shall prepare design development documents consisting of: (1) site and floor plans; (2) elevations; and (3) any other drawings and documents sufficient to fix and describe the types and makeup of materials, as well as the size and character of the Project's structural, mechanical and electrical systems, and to outline the Project specifications ("Design Development Documents"). The Design Development Documents shall be prepared in sufficient form to present to the City Council for approval.

4.2 Copies of Design Development and Other Documents. Consultant, at its own expense, shall provide a complete set of the Design Development Documents described herein for City's review and approval. Additionally, at City's expense, Consultant shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project. Any additional copies required by City shall be provided at actual cost to City.

4.3 Updated Project Budget. Consultant shall use its Preliminary Project Budget and expertise and experience with the Project to establish an updated estimate of probable construction costs, containing detail consistent with the Design Development Documents as set forth herein and containing a breakdown based on types of materials and specifications identified herein ("Consultant's Updated Project Budget").

4.4 Timetable. Consultant shall provide a written timetable for full and adequate completion of the Project to City.

4.5 Application for Approvals. Consultant shall assist City in applying for and obtaining required approvals from all federal, state, regional or local agencies concerned with the Project. Consultant shall furnish and process all architectural and engineering information required to prepare and process applications to applicable utilities in order to secure priorities and materials, to aid in the construction of the Project and to obtain final Project approval and acceptance by any of the above agencies as may be required.

4.6 Color and Other Aesthetic Issues. Consultant shall provide, for City's review and approval, a preliminary schedule of all color materials and selections of textures, finishes andother matters involving an aesthetic decision about the Project.

5. FINAL WORKING DRAWINGS AND SPECIFICATIONS.

During the final working drawings and specifications phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

5.1 Final Working Drawings and Specifications. Once City provides Consultant with specific written approval of the Design Development Documents described herein, Consultant shall prepare such complete working drawings and specifications as are necessary for developing complete bids and for properly executing the Project work in an efficient and thorough manner ("Final Working Drawings and Specifications"). Such Final Working Drawings and Specifications shall be developed from the Schematic Plans and Design Development Documents approved by City. The Final Working Drawings and Specifications shall set forth in

detail all of the following: (1) the Project construction work to be done; (2) the materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical, and electrical systems; and (3) the utility service connection equipment and site work. As indicated in Section 3.9.2 of the Agreement, City may be requested to supply Consultant with the necessary information to determine the proper location of all improvements on and off site, including record drawings ("as-built drawings") in City's possession. Consultant will make a good-faith effort to verify the accuracy of such information by means of a thorough interior and exterior visual survey of site conditions. City shall also make a good-faith effort to verify the accuracy of the as-built drawings and provide any supplemental information to Consultant which may not be shown on the as-built drawings.

5.2 Form. The Final Working Drawings and Specifications must be in such form as will enable Consultant and City to secure the required permits and approvals from all federal, state, regional or local agencies concerned with the Project. In addition, the Final Working Drawings and Specifications must be in such form as will enable City to obtain, by competitive bidding, a responsible and responsive bid within the applicable budgetary limitations and cost standards. The Final Working Drawings and Specifications shall be clear and legible so that uniform copies may be on standard architectural size paper, properly indexed and numbered, andshall be capable of being clearly copied and assembled in a professional manner by Consultant.

5.3 Approval and Revisions. City shall review, study, and check the Final Working Drawings and Specifications presented to it by Consultant, and request any necessary revisions or obtain any necessary approvals by the City Council, subject to the approval of all federal, state, regional or local agencies concerned with the Project. Consultant shall make all City-requested changes, additions, deletions, and corrections in the Final Working Drawings and Specifications at no additional cost, so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, or inconsistent with earlier City direction or Consultant's professional judgment. Consultant shall bring any such conflicts and/or inconsistencies to the attention of City. The Parties agree that Consultant, and not the City, possesses the requisite expertise to determine the constructability of the Final Working Drawings and Specifications. However, the City reserves the right to conduct one or more constructability review processes with the Final Working Drawings and Specifications, and to hire an independent architect or other consultant to perform such reviews. Any such independent constructability review shall be at City's expense. Consultant shall make all City-requested changes, additions, deletions, and corrections in the Final Working Drawings and Specifications which may result from any constructability review, at no additional cost to the City, so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, or inconsistent with earlier City direction or Consultant's professional judgment. If such changes, additions, deletions or corrections are inconsistent with prior City direction, Consultant shall make such alterations and be compensated therefore pursuant to the Additional Services provision of this Agreement.

5.4 Costs of Construction. It is understood by Consultant that should the Final Working Drawings and Specifications be ordered by City, City shall specify the sum of money set aside to cover the total cost of construction of the work, exclusive of Consultant's fees. Should it become evident that the total construction cost will exceed the specified sum, Consultant shall at once present a statement in writing to the City's Representative setting forth this fact and giving a full statement of the cost estimates on which the conclusion is based.

5.5 Copies of Final Working Drawings and Specifications and Other Documents. Consultant, at its own expense, shall provide a complete set of the Final Working Drawings and Specifications described herein for City's review and approval. Additionally, at City's expense,

Consultant shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project. Any additional copies required by City shall be provided at actual cost to City.

6. CONSTRUCTION CONTRACT DOCUMENTS.

During the construction contract documents phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

6.1 Bid and Contract Documents. If so required by City, Consultant shall assist City in the completion of all bid and construction documents, including but not limited to, the Notice Inviting Bids, Instructions to Bidders, Contract Bid Forms (including Alternate Bids as requested by City), `Contract, General Conditions, Supplementary General Conditions, Special Conditions, DVBE and other applicable affirmative action documents, Performance Bond, Payment Bond, Escrow Agreement for Security Deposits, and any other certifications and documents required by federal, state and local laws, rules and regulations which may be reasonably required in order to obtain bids responsive to the specifications and drawings. All such documents shall be subject to the approval of City and City's legal counsel.

6.2 Final Estimate. At the time of delivery of these bid and construction documents, which shall include the Final Working Drawings and Specifications (collectively referred to herein as the "Construction Documents"), Consultant shall provide City with its final estimate of probable construction cost ("Consultant's Final Estimate"). As discussed herein, including in Section 7.3, it shall be the Consultant's duty to design the Project within budget.

7. BID PHASE.

During the bid phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

7.1 Reproducible Construction Documents. Once City provides Consultant with specific written approval of the Construction Documents and Consultant's Final Estimate, Consultant shall provide to City one set of reproducible Construction Documents.

7.2 Distribution of Contract Documents and Review of Bids. Consultant shall assist City in distributing the Construction Documents to bidders and conducting the opening and review of bids for the Project.

7.3 Over Budget. If the apparent lowest responsive and responsible bid on the Project exceeds the Consultant's Final Estimate by more than five percent (5%), City may request Consultant to amend, at Consultant's sole cost and expense, the Final Drawings and Specifications in order to rebid the Project and receive a lowest responsive and responsible bid equal to or less than the Consultant's Final Estimate. All revisions necessary to bring the lowest responsible and responsive bid within the Consultant's Final Estimate, including any omissions, deferrals or alternates, shall be made in consultation with, and subject to the approval of, the City.

8. CONSTRUCTION PHASE.

During the construction phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

8.1 Observation. The Project Consultant shall observe work executed from the Final Working Drawings and Specifications in person, provided that City may, in its discretion, consent to such observation by another competent representative of Consultant.

8.2 General Administration. Consultant shall provide general administration of the Construction Documents and the work performed by the contractors.

8.3 Pre-Construction Meeting. Consultant shall conduct one or more pre-construction meetings, as the City determines is needed for the Project, with all interested Parties.

8.4 Site Visits of Contractor's Work. Consultant shall conduct site visits to observe each contractors' work for general conformance with the Construction Documents and with any approved construction schedules or milestones. Such site visits shall be conducted as often as are necessary and appropriate to the stage of construction, according to the City's sole discretion, but in no event less than weekly.

8.5 Site Visits of Inspector's Work. Consultant shall conduct site visits to communicate and observe the activities of the City inspectors. Such site visits shall be conducted as often as is mutually acceptable to Consultant and City. Consultant shall direct the City inspectors and the Project contractors to coordinate the preparation of record drawings indicating dimensions and location of all "as-built" conditions, including but not limited to, underground utility lines.

8.6 Coordination of Subconsultants. Consultant shall cause all architects, engineers and other consultants, as may be hired by Consultant or City, to observe the work completed under their disciplines as required, and approve and review all test results for general conformance with the Construction Documents.

8.7 Reports. Consultant shall make regular reports as may be required by applicable federal, state or local laws, rules or regulations, as well as the federal, state, regional or local agencies concerned with the Project.

8.8 Construction Meetings; Minutes. Consultant shall attend all construction meetings and provide written reports/minutes to the City after each construction meeting in order to keep City informed of the progress of the work. Such meetings shall occur at a frequency necessary for the progress of the Project work, according to the City's sole discretion, but no less than weekly.

8.9 Written Reports. Consultant shall make written reports to City as necessary to inform City of problems arising during construction, changes contemplated as a result of each such problems, and progress of the Project work.

8.10 Written Records. Consultant shall keep accurate written records of the progress and quality of the Project work and the time schedules, and shall advise the contractors and City of any deviations from the time schedule which could delay timely completion of the Project.

8.11 Material and Test Reports. Consultant shall check and process, in a timely manner, all required material and test reports for the Project work. In addition, Consultant shall provide notice of any deficiencies in material or work reflected in such reports, as well as its recommendation for correction of such deficiencies, to the contractors and City.

8.12 Review and Response to Submissions. Consultant shall review and respond, in a timely manner, to all schedules, submittals, shop drawings, samples, information requests, change requests, and other submissions of the contractor and subcontractors for compliance with, or alterations and additions to, the Construction Documents. Consultant's review and response shall be done in such a manner so as to ensure the timely and uninterrupted progress of the Project work.

8.13 Rejection of Work. Consultant shall promptly reject, as discussed with City, work or materials which do not conform to the Construction Documents. Consultant shall immediately notify the City and contractor(s) of such rejections. Consultant shall also have the authority to recommend to the City that additional inspection or testing of the work be performed, whether or not such work is fabricated, installed or completed.

8.14 Substitutions. Consultant shall consult with City, in a timely manner, with regard to substitution of materials, equipment and laboratory reports thereof, prior to the City's final written approval of such substitutions. Consultant's consultation shall be done in such a manner so as to ensure the timely and uninterrupted progress of the Project work.

8.15 Revised Documents and Drawings. Consultant shall prepare, at no additional expense to City, all documents and/or drawings made necessary by errors and omissions in the originally approved Construction Documents.

8.16 Change Requests and Material Changes. Consultant shall evaluate and advise City, in a timely manner and in writing, of any change requests and material change(s) which may be requested or necessary in the Project plans and specifications. Consultant shall provide the City with its opinion as to whether such change requests should be approved, denied or revised. If the City has not hired a construction manager or other person to do so, the Consultant shall prepare and execute all change orders and submit them to the City for authorization. If the City has designated a construction manager or other person to prepare all change orders, the Consultant shall review all change orders prepared by such person, execute them and deliver them to the City for authorization if they meet with the Consultant's approval, or submit them to the City with recommendations for revision or denial if necessary. Consultant shall not order contractors to make any changes affecting the contract price without approval by City of such a written change order, pursuant to the terms of the Construction Documents. Consultant may order, on its own responsibility and pending City Council approval, changes necessary to meet construction emergencies, if written approval of City's Representative is first secured.

8.17 Applications for Payment. Consultant shall examine, verify and approve contractor's applications for payment, and shall issue certificates for payment in amounts approved by the City's inspector.

8.18 Final Color and Product Selection. Consultant shall coordinate final color and product selection with City's original design concept.

8.19 Substantial Completion. Consultant shall determine the date of substantial completion, in consultation with the City.

8.20 Punch List. After determining that the Project is substantially complete, Consultant shall participate in the inspection of the Project and shall review all remaining deficiencies and minor items needed to be corrected or completed on the Project, including those identified on the punch list prepared by the contractor ("Punch List Items"). Consultant shall notify

contractor in writing that all Punch List Items must be corrected prior to final acceptance of the Project and final payment. Consultant shall also notify City of all Punch List Items.

8.21 Warranties. Consultant shall review materials assembled by the contractor and subcontractors with regard to all written warranties, guarantees, owners' manuals, instruction books, diagrams, record "as built" drawings, and any other materials required from the contractors and subcontractors pursuant to the Construction Documents. Consultant shall coordinate and provide these materials to the City.

8.22 Certificate of Completion. Consultant shall participate in any further inspections of the Project necessary to issue Consultant's Certificate of Completion and final certificate for payment.

8.23 Documents for Project Close-Out. Consultant shall cause all other architects, engineers and other consultants, as may be hired by Consultant, to file any and all required documentation with the City or other governmental authorities necessary to close out the Project. Consultant shall assist the City in obtaining such documentation from all other architects, engineers, or other consultants.

9. AS-BUILT DRAWINGS.

During the as-built drawings phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

9.1 As-Built Drawings and Specifications. Not later than thirty (30) days after substantial completion of the Project, before receipt of final payment, Consultant shall review and forward the Final Working Drawings and Specifications, indicating on them all changes made by change orders or otherwise pursuant to the Construction Documents, as well as all information called for on the specifications, thus producing an "as-built" set of Final Working Drawings and Specifications ("As-Built Drawings and Specifications"). The As-Built Drawings and Specifications shall show, among other things, the location of all concealed pipe, buried conduit runs and other similar elements within the completed Project. Consultant shall personally review and certify that the As-Built Drawings and Specifications are a correct representation of the information supplied to Consultant by any inspectors and the contractor, and shall obtain certifications from any inspectors and the contractor that the drawings are correct.

9.2 Approval. Once City provides Consultant with specific written approval of the As-Built Drawings and Specifications, Consultant shall forward to City the complete set of original As-Built Drawings and Specifications or a complete set of reproducible duplicate As-Built Drawings and Specifications. The tracing shall be of such quality that clear and legible prints maybe made without appreciable and objectionable loss of detail.

9.3 Documents for Final Payment. Prior to the receipt of Consultant's final payment, Consultant shall forward to City all of the following: (1) one clear and legible set of reproductions of the computations; (2) the original copy of the specifications; (3) the As-Built Drawings and Specifications as required herein; and (4) Consultant's Certificate of Completion.

10. WARRANTY PERIOD.

During the warranty period phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

10.1 Advice. Consultant shall provide advice to City on apparent deficiencies in the Project during any applicable warranty periods for the Project.

EXHIBIT "B"
FEE AND PHASING/FUNDING SCHEDULES

1. FEE SCHEDULE.

Consultant will invoice City on a monthly cycle based on the following fee schedule. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each phase and the total amount spent against the Total Compensation. Consultant will inform City regarding any out-of-scope work being performed by Consultant for which Consultant intends to seek compensation from City.

2. PHASING/FUNDING SCHEDULE.

Progress payments towards Total Compensation shall never exceed the following percentages of Total Compensation as of the phase indicated:

8. Hourly Rate Schedule

EXHIBIT "A"
SCHEDULE OF FEES
EFFECTIVE SEPTEMBER 2023

1. PROFESSIONAL STAFF CATEGORY

	HOURLY FEE
Staff 12:	$290.00
Staff 11:	$270.00
Staff 10:	$250.00
Staff 9:	$240.00
Staff 8:	$230.00
Staff 7:	$220.00
Staff 6:	$205.00
Staff 5:	$195.00
Staff 4:	$175.00
Staff 3:	$155.00
Staff 2:	$135.00
Staff 1:	$ 95.00

2. MILEAGE AND SUBSISTENCE

Auto Mileage:	$0.70 per mile
Air Travel and Auto Rental:	Actual cost plus 15%
Subsistence (lodging, meals and incidentals):	Actual cost plus 15% (where the work requires that employee stay over night away from home, or travels beyond 100 miles one-way from our office).

3. MATERIALS AND SUPPLIES

a. Office and drafting supplies are included in the hourly rate in Paragraph 1.
b. Cost of printing, color copies, CAD plotting and reproductions are charged at cost plus 15% from commercial reprographics companies.
c. Outside services i.e., messenger, Federal Express, express mail, etc., are charged at actual cost plus 15%.
d. Any reimbursable expenses requested by the client subsequent to the completion of our contract scope of work shall be billed on a time and material basis. This includes the cost of professional fees required to process this request.

4. CONSULTANTS

Actual cost plus 15%.

In accordance with normal architectural rate review practices, we may periodically revise this Schedule of Fees in keeping with industry rate changes. We reserve the right to incorporate these changes into existing contracts and/or changes in services.

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

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
DESIGN SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into as of_____, by and between the City of Ontario, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City"), and **Westgroup Designs, Inc.** a corporation with its principal place of business at **19900 MacArthur Blvd., Suite 1000, Irvine, CA 92612** (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referredto herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 City. City is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Consultant**.** Consultant desires to perform and assume responsibility for the provision of certain professional architectural design services requiredby the City on the terms and conditions set forth in this Agreement. Consultant warrants that it isfully licensed, qualified, and willing to perform the services required by this Agreement; provided, however, that if Consultant is a corporation or other organization, the Project Consultant designated pursuant to Section 3.2, and not the Consultant itself, shall be fully licensed to practiceas an architect in the State of California.

2.3 Project**.** City desires to engage Consultant to render such services for **the On-Call Retail Architect Design Services** ("Project") as set forth in this Agreement.

3. TERMS

3.1 Employment of Consultant.

3.1.1 Scope of Services. Consultant promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional architectural and related services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement

(hereinafter referred to as “Services”). The Services are more particularly described throughout this Agreement, including Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordancewith, this Agreement, any exhibits attached hereto and incorporated herein by reference, and allapplicable local, state and federal laws, rules and regulations. All Services performed by Consultant shall be subject to the sole and discretionary approval of the City, which approval shallnot be unreasonably withheld.

3.1.2 Term. The term of this Agreement shall be from **July 16, 2024,** to **July 16, 2027**, The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than **two** additional one-year terms unless earlier terminated as provided herein. Consultant shall complete the Services within the term of agreement and shall meet any other established scheduled and deadlines.

3.2 Project Consultant; Key Personnel.

3.2.1 Retail Architect. Consultant shall name a specific individual to act as Project Consultant, subject to the approval of City. Consultanthereby designates **PariSima Hassani** to act as the Retail Architect for the Project. The Architect shall: (1) maintain oversight of the Services; (2) have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement; (3) supervise and direct the Services using his or her best skill and attention; (4) be responsible for the means, methods, techniques, sequences and procedures used for the Services; (5) adequately coordinate all portions of the Services; and (6) act as principal contact with y and all contractors, consultants, engineers and inspectors on the Project. Any change in the Retail Architect shall be subject to the City’s prior written approval, which approval shall not be unreasonably withheld. The new Retail Architect shall be of at least equal competence as the prior Retail Architect. In the event that City and Consultant cannotagree as to the substitution of a new Retail Architect. City shall be entitled to terminate this Agreement for cause.

3.2.2 Key Personnel. In addition to the Retail Architect, Consultant has represented to the City that certain additional key personnel, engineers and consultants will perform the Services under this Agreement. Should one or more of such personnel, engineers or consultants become unavailable, Consultant may substitute others of atleast equal competence upon written approval of the City. In the event that City and Consultant cannot agree as to the substitution of key personnel, engineers or consultants, City shall be entitled to terminate this Agreement for cause. The key additional personnel, engineers and consultants for performance of this Agreement are as follows: **PariSima Hassani, CEO**

3.3 Hiring of Consultants and Personnel.

3.3.1 Right to Hire or Employ. Consultant shall have the option, unless City objects in writing after notice, to employ at its expense architects, engineers, experts or other consultants qualified and licensed to render services in connection with the planning and/or administration of the Project, and to delegate to them such duties as Consultant may delegate without relieving Consultant from administrative or other responsibility under this Agreement. Consultant shall be responsible for the coordination and cooperation of Consultant’s architects, engineers, experts or other consultants. All consultants, including changes in consultants, shall be subject to approval by City in its sole and reasonable discretion. Consultant shall notify City of the identity of all consultants at least fourteen (14) days prior to their commencement of work to allow City to review their qualifications and approve to their participation on the Project in its

sole and reasonable discretion.

3.3.2 Qualification and License. All architects, engineers, experts and other consultants retained by Consultant in performance of this Agreement shall be qualified to perform the Services assigned to them, and shall be licensed to practice in their respective professions, where required by law.

3.3.3 Standards and Insurance. All architects, engineers, experts and other consultants hired by Consultant shall be required to meet all of the same standards and insurance requirements set forth in this Agreement, unless other standards or requirements are approved by the City in writing. Unless changes are approved in writing by the City, Consultant's agreements with its consultants shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.3.4 Assignments or Staff Changes. Consultant shall promptly obtain written City approval of any assignment, reassignment or replacement of such architects, engineers, experts and consultants, or of other staff changes of key personnel working on the Project. As provided in the Agreement, any changes in Consultant's consultants and key personnel shall be subject to approval by City.

3.3.5 Draftsman and Clerical Support. Draftsmen and clerical personnel shall be retained by Consultant at Consultant's sole expense.

3.4 Standard of Care.

3.4.1 Standard of Care. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform the Services in the same discipline in the State of California, and shall be responsible to City for damages sustained by the City and delays to the Project as specified in the indemnification provision of this Agreement. Without limiting the foregoing, Consultant shall be fully responsible to the City for any increased costs incurred by the City as a result of any such delays in the design or construction of the Project. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants and represents that all of its employees, architects, engineers, experts and other consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees, architects, engineers, experts and other consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services assigned to or rendered by them and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein.

3.4.2 Performance of Employees. Any employee or consultant who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee or consultant who fails or refuses to perform the Services in a manner acceptable to the City, shall

be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.5 Laws and Regulations.

3.5.1 Knowledge and Compliance. Consultant shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Services or the Project, and shall give all notices required of the Consultant by law. Consultant shall be liable, pursuant to the standard of care and indemnification provisions of this Agreement, for all violations of such laws and regulations in connection with its Services. Consultant shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.5.2 Drawings and Specifications. Consultant shall cause all drawings and specifications to conform to any applicable requirements of federal, state and local laws, rules and regulations, including the Uniform Building Code, in effect as of the time the drawings and specifications are prepared or revised during the latest phase of the Services described in Exhibit "A" attached hereto. Any significant revisions made necessary by changes in such laws, rules and regulations after this time may be compensated as Additional Services which were not knownor reasonably should not have been known by Consultant. Consultant shall cause the necessary copies of such drawings and specifications to be filed with any governmental bodies with approval jurisdiction over the Project, in accordance with the Services described in Exhibit "A" attached hereto. For the preparation of all such drawings and specifications, the Consultant shall use Computer Aided Design Drafting ("CADD") (e.g., AutoCAD) or other technology acceptable to the Consultant and City.

3.5.3 Americans with Disabilities Act. Consultant will use its best professional efforts to interpret all applicable federal, state and local laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act ("ADA"). Consultant shall inform City of the existence of inconsistencies of which it is aware or reasonably should be aware between federal and state accessibility laws, rules and regulations, as well as any other issues which are subject to conflicting interpretations of the law, and shall provide the City with its interpretation of such inconsistencies and conflicting interpretations. Unless Consultant brings such inconsistencies and conflicting interpretations to the attention of the City and requests City's direction on how to proceed, the Consultant's interpretation of such inconsistencies and conflicting interpretations shall be the sole responsibility and liability of Consultant, and the Consultant shall correct all plans, specifications and other documents prepared for the Project at no additional cost if its interpretations are shown to be incorrect. In the event that the Consultant request's City's direction on how to proceed with respect to any inconsistent and/or conflicting interpretation, the Consultant shall be responsible to the City only pursuant to the indemnification provisions of this Agreement.

3.5.4 Permits, Approvals and Authorizations. Consultant shall provide City witha list of all permits, approvals or other authorizations required for the Project from all federal, stateor local governmental bodies with approval jurisdiction over the Project. Consultant shall then assist the City in obtaining all such permits, approvals and other authorizations. The costs of such permits, approvals and other authorizations shall be paid by the City.

3.5.5 Water Quality Management and Compliance. Consultant shall keep itself

and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq*.); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant shall additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. Failure to comply with laws, regulations, and ordinances listed in this Section is a violation of federal and state law.

3.6 Independent Contractor.

3.6.1 Control and Payment of Subordinates. City retains Consultant on an independent contractor basis and Consultant is not an employee of City. Consultant is not an employee for state tax, federal tax or any other purpose, and is not entitled to the rights or benefits afforded to City's employees. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City, and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.7 Schedule of Services.

3.7.1 Consultant Services. Consultant shall fully and adequately complete the Services described in this Agreement and in Exhibit "A" attached hereto and incorporated herein by reference.

3.7.2 Timely Performance Standard. Consultant shall perform all Services hereunder as expeditiously as is consistent with professional skill and care, as well as the orderly progress of the Project work so as not to be the cause, in whole or in part, of delays in the completion of the Project or in the achievement of any Project milestones, as provided herein. Specifically, Consultant shall perform its Services so as to allow for the full and adequate completion of the Project within the time required by the City and within any completion schedules adopted for the Project. Consultant agrees to coordinate with City's staff, contractors and consultants in the performance of the Services, and shall be available to City's staff, contractors and consultants at all reasonable times.

3.7.3 Performance Schedule. Consultant shall prepare an estimated time schedule for the performance of Consultant's Services, to be adjusted as the Project proceeds. Such schedule shall be subject to the City's review and approval, which approval shall not be unreasonably withheld, and shall include allowances for periods of time required for City's review and approval of submissions, and for approvals of authorities having jurisdiction over Project approval and funding. If City and Consultant cannot mutually agree on a performance schedule, City shall have the authority to immediately terminate this Agreement. The schedule shall not be exceeded by Consultant without the prior written approval of City. If the Consultant's Services are not completed within the time provided by the agreed upon performance schedule, or any

milestones established therein, it is understood, acknowledged and agreed that the City will suffer damage for which the Consultant will be responsible.

3.7.4 Excusable Delays. Any delays in Consultant's work caused by the following may be added to the time for completion of any obligations of Consultant: (1) the actionsof City or its employees; (2) the actions of those in direct contractual relationship with City; (3) theactions of any governmental agency having jurisdiction over the Project; (4) the actions of any parties not within the reasonable control of the Consultant; and (5) any Force Majeure Event (asdefined herein) or other unforeseen occurrence not due to any fault or negligence on the part of Consultant. Neither the City nor the Consultant shall be liable for damages, liquidated or otherwise, to the other on account of such delays.

3.7.5 Force Majeure Events. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the Services and Agreement. Should a Force Majeure Event occur, the non-performing Party shall, within fifteen (15) calendar days of the beginning of an Force Majeure Event, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.7.6 Request for Excusable Delay Credit. The Consultant shall, within fifteen (15) calendar days of the beginning of any excusable delay, notify the City in writing of the causes of delay (unless City grants in writing a further period of time to file such notice prior to the date of final payment under the Agreement). City will then ascertain the facts and the extent of the delay, and grant an extension of time for completing the Services when, in its sole judgment, the findings of fact justify such an extension. The City's findings of fact thereon shall be final and conclusive on the Parties. Extensions of time shall apply only to that portion of the Services affected by the delay and shall not apply to other portions of the Services not so affected. The sole remedy of Consultant for extensions of time shall be an extension of the performance time at no cost to the City. If Additional Services are required as a result of an excusable delay, the Parties shall mutually agree thereto pursuant to the Additional Services provision of this Agreement. Should Consultant make an application for an extension of time, Consultant shall submit evidence that the insurance policies required by this Agreement remain in effect during the requested additional period of time.

3.8 Additional Services.

3.8.1 Request for Services. At City's request, Consultant may be asked to perform services not otherwise included in this Agreement, not included within the basic services listed in Exhibit "A" attached hereto, and/or not customarily furnished in accordance with generally accepted architectural practice.

3.8.2 Definition. As used herein, "Additional Services" mean: (1) any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary for the Consultant to perform at the execution of this Agreement; or (2) any work listed as Additional Services in Exhibit "A" attached hereto. Consultant shall not perform, nor be compensated for, Additional Services without prior written authorization from City and without an agreement between the City and Consultant as to the compensation to be paid for such services. City shall pay Consultant for any approved Additional Services, pursuant to the compensation provisions herein, so long as such services are not made necessary through the fault of Consultant pursuant to the indemnification provision of this Agreement.

3.8.3 Examples of Additional Services. Such Additional Services shall notinclude any redesign or revisions to drawings, specifications or other documents when such revisions are necessary in order to bring such documents into compliance with applicable laws, rules, regulations or codes of which Consultant was aware or should have been aware pursuantto the laws and regulations provision of this Agreement above. Such Additional Services may include, but shall not be limited to:

(a) Separately Bid Portions of Project. Plan preparation and/or administration of work on portions of the Project separately bid.

(b) Furniture and Interior Design. Assistance to City, if requested, for the selection of moveable furniture, equipment or articles which are not included in the Construction Documents.

(c) Fault of Contractor. Services caused by delinquency, default or insolvency of contractor, or by major defects in the work of the contractor, provided that any such services made necessary by the failure of Consultant to detect and report such matters when it reasonably should have done so shall not be compensated.

(d) Inconsistent Approvals or Instructions. Revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of Consultant.

(e) Legal Proceedings. Serving as an expert witness on City's behalf or attending legal proceedings to which the Consultant is not a party.

(f) Damage Repair. Supervision of repair of damages to any structure.

(g) Extra Environmental Services. Additional work required for environmental conditions (e.g. asbestos or site conditions) not already contemplated within the Consultant's services for the Project.

3.9 City Responsibilities. City's responsibilities shall include the following:

3.9.1 Data and Information. City shall make available to Consultant all necessary data and information concerning the purpose and requirements of the Project, including scheduling and budget limitations, objectives, constraints and criteria. As part of the budget limitation information, the City shall provide the Consultant with a preliminary construction budget ("City's Preliminary Construction Budget").

3.9.2 Project Survey. If required pursuant to the scope of the Project and if requested by Consultant, City shall furnish Consultant with, or direct Consultant to procure at City's expense, a survey of the Project site prepared by a registered surveyor or civil engineer, any other record documents which shall indicate existing structures, land features, improvements, sewer, water, gas, electrical and utility lines, topographical information and boundary dimensions of the site, and any other such pertinent information.

3.9.3 Bid Phase. Distribute Construction Documents to bidders and conduct the opening and review of bids for the Project.

3.9.4 Testing. Retain consultant(s) to conduct chemical, mechanical, soils, geological or other tests required for proper design of the Project, and furnish such surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known to determine soil condition or to ensure the proper development of the required drawings and specifications.

3.9.5 Required Inspections and Tests. Retain consultant(s) to conduct materials testing and inspection or environmental/hazardous materials testing and inspection pursuant to any applicable laws, rules or regulations.

3.9.6 Fees of Reviewing or Licensing Agencies. Directly pay or reimburse the payment of all fees required by any reviewing or licensing agency, or other agency having approval jurisdiction over the Project.

3.9.7 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. The City Manager hereby designates **Tito Haes, Executive Director Public Works**, or his or her designee, as the City's contact for the implementation of the Services hereunder. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.9.8 Review and Approved Documents. Review all documents submitted by Consultant, including change orders and other matters requiring approval by the City Council or other officials. City shall advise Consultant of decisions pertaining to such documents within a reasonable time after submission, so as not to cause unreasonable delay as provided in the excusable delay provisions of this Agreement above.

3.10 Compensation.

3.10.1 Consultant's Compensation for Basic Services. City shall pay to Consultant, for the performance of all Services rendered under this Agreement, the total not to exceed amount of **One Hundred Fifty Thousand Dollars** (**$150,000**) ("Total Compensation").

This Total Compensation amount shall be based upon, and may be adjusted according to, the fee schedule and related terms and conditions attached hereto as Exhibit "B" and incorporated herein by reference. The Total Compensation, as may be adjusted upon mutual agreement, shall constitute complete and adequate payment for Services under thisAgreement.

3.10.2 Payment for Additional Services. At any time during the term of this Agreement, City may request that Consultant perform Additional Services. As used herein, Additional Services means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Any additional work in excess of this amount must be approved by the City. If authorized, such Additional Services will be compensated at the rates and in the manner set forth in Exhibit "B" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the Parties. IfCity requires Consultant to hire consultants to perform any Additional Services, Consultant shall be compensated therefore at the rates and in the manner set forth in Exhibit "B" attached heretoand incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the Parties. City shall have the authority to review and approve the rates of any such consultants. In addition, Consultant shall be reimbursed for any expenses incurred by such consultants pursuant to the terms and conditions of Section 3.10.3.

3.10.3 Reimbursable Expenses. Reimbursable expenses are in addition to compensation for the Services and Additional Services. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, which approval may be evidenced by inclusion in Exhibit "B" attached hereto. Such reimbursable expenses shall include only those expenses which are reasonably and necessarily incurred by Consultant in the interest of the Project. Consultant shall be required to acquire prior written consent in order to obtain reimbursement for the following: (1) extraordinary transportation expenses incurred in connection with the Project; (2) out-of-town travel expenses incurred in connection with the Project; (3) fees paid for securing approval of authorities having jurisdiction over the Project; (4) bid document duplication costs in excess of $1,000; and (5) other costs, fees and expenses in excess of $1,000.

3.10.4 Payment to Consultant. Consultant's compensation and reimbursable expenses shall be paid by City to Consultant no more often than monthly. Such periodic payments shall be made based upon the percentage of work completed, and in accordance with the phasing and funding schedule provided in Exhibit "B" and the compensation rates indicated in Exhibit "B" attached hereto and incorporated herein by reference. In order to receive payment, Consultant shall present to City an itemized statement which indicates Services performed, percentage of Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. The amount paid to Consultant shall never exceed the percentage amounts authorized by the phasing and funding schedule located in Exhibit "B" attached hereto. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the Parties in a mutually agreeable manner.

Payments made for Additional Services shall be made in installments, not more often than monthly, proportionate to the degree of completion of such services or in such other manner as the Parties shall specify when such services are agreed upon, and in accordance with any authorized fee or rate schedule. In order to receive payment, Consultant shall present to City an

itemized statement which indicates the Additional Services performed, percentage of Additional Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Additional Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the Parties in a mutually agreeable manner.

Upon cancellation or termination of this Agreement, Consultant shall be compensated as set forth in the termination provision herein.

3.10.5 Withholding Payment to Consultant. The City may withhold payment, in whole or in part, to the extent reasonably necessary to protect the City from claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind to the extent arising out of or caused by the negligence, recklessness, or willful misconduct protected under the indemnification provisions of this Agreement. Failure by City to deduct any sums from a progress payment shall not constitute a waiver of the City's right to such sums. The City may keep any moneys which would otherwise be payable at any time hereunder and apply the same,or so much as may be necessary therefor, to the payment of any expenses, losses, or damagesas determined by the City, incurred by the City for which Consultant is liable under the Agreementor state law. Payments to the Consultant for compensation and reimbursable expenses due shallnot be contingent on the construction, completion or ultimate success of the Project. Payment tothe Consultant shall not be withheld, postponed, or made contingent upon receipt by the City of offsetting reimbursement or credit from Parties not within the Consultant's reasonable control.

3.10.6 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. **If** the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and **if** the total compensation is $1,000 or more, Consultant agrees to fully complywith and to require its consultants to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the Project site. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4. Consultant shall defend, indemnify and hold the City, itselected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure of the Consultant or its consultants to comply with the Prevailing Wage Laws.

(a) Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works project" of over $25,000 when the project is for construction,

alteration, demolition, installation, or repair work, or a public works project of over $15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the Department of Industrial Relations against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subconsultant.

3.11 Notice to Proceed.

Consultant shall not proceed with performance of any Services under this Agreement unless and until the City provides a written notice to proceed.

3.12 Termination, Suspension and Abandonment.

3.12.1 Grounds for Termination; Consultant's Termination for Cause. City hereby reserves the right to suspend or abandon, at any time and for any reason, all or any portion of the Project and the construction work thereon, or to terminate this Agreement at any time with or without cause. Consultant shall be provided with at least seven (7) days advanced written notice of such suspension, abandonment or termination. In the event of such suspension, abandonment or termination, Consultant shall be paid for Services and reimbursable expenses rendered up to the date of such suspension, abandonment or termination, pursuant to the schedule of payments provided for in this Agreement, less any claims against or damages suffered by City as a result of the default, if any, by Consultant. Consultant hereby expressly waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein, in the event of such suspension, abandonment or termination. Consultant may terminate this Agreement for substantial breach of performance by the City such as failure to make payment to Consultant as provided in this Agreement.

3.12.2 City's Suspension of Work. If Consultant's Services are suspended by City, City may require Consultant to resume such Services within ninety (90) days after written notice from City. When the Project is resumed, the Total Compensation and schedule of Services shall be equitably adjusted upon mutual agreement of the City and Consultant.

3.12.3 Documents and Other Data. Upon suspension, abandonment or termination, Consultant shall provide to City all preliminary studies, sketches, working drawings, specifications, computations, and all other Project Documents, as defined below, to which City would have been entitled at the completion of Consultant's Services under this Agreement. Upon payment of the amount required to be paid to Consultant pursuant to the termination provisions of this Agreement, City shall have the rights, as provided in this Agreement hereinafter, to use such Project Documents prepared by or on behalf of Consultant under this Agreement. Consultant shall make such documents available to City upon request and without additional compensation other than as may be approved as a reimbursable expense.

3.12.4 Employment of other Consultants. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.13 Ownership and Use of Documents; Confidentiality.

3.13.1 Ownership. All plans, specifications, original or reproducibletransparencies of working drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically orotherwise recorded on computer diskettes (hereinafter referred to as the "Project Documents") shall be and remain the property of City. Although the official copyright in all Project Documentsshall remain with the Consultant or other applicable subcontractors or consultants, the Project Documents shall be the property of City whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, Consultant shall provide to City copies of all Project Documents required by City. In addition, Consultant shall retain copies of all Project Documents on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment ofreasonable duplication costs. Before destroying the Project Documents following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.13.2 Right to Use. Consultant grants to City the right to use and reuse all or part of the Project Documents, at City's sole discretion and with no additional compensation to Consultant, for the following purposes:

(a) The construction of all or part of this Project.

(b) The repair, renovation, modernization, replacement, reconstruction or expansion of this Project at any time;

(c) The construction of another project by or on behalf of the City for its ownership and use;

City is not bound by this Agreement to employ the services of Consultant in the event such documents are used or reused for these purposes. City shall be able to use or reuse the Project Documents for these purposes without risk of liability to the Consultant or third parties with respect to the condition of the Project Documents, and the use or reuse of the Project Documents for these purposes shall not be construed or interpreted to waive or limit City's right to recover for latent defects or for errors or omissions of the Consultant.

Any use or reuse by City of the Project Documents on any project other than this Project without employing the services of Consultant shall be at City's own risk with respect to third parties. If City uses or reuses the Project Documents on any project other than this Project, it shall remove the Consultant's seal from the Project Documents and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Project Documents on such other project.

3.13.3 License. This Agreement creates a non-exclusive and perpetual license for

City to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein. Consultant shall require any and all subcontractors and consultants to agree in writing that City is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

3.13.4 Right to License. Consultant represents and warrants that Consultant has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Project Documents that Consultant prepares or causes to be prepared pursuant to this Agreement. Consultant shall indemnify and hold City harmless pursuant to the indemnification provisions of this Agreement for any breach of this Section. Consultant makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents that were prepared by design professionals other than Consultant and provided to Consultant by City.

3.13.5 Confidentiality. All Project Documents, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant to the extent they are not subject to disclosure pursuant to the Public Records Act. All Project Documents shall not, without the written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Project Documents to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the written consent of City.

3.14 Indemnification.

3.14.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

3.14.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.15 Insurance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurancerequired under this section.

3.15.1 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, Consultant shall, at its expense, procure and maintain infull force and effect for the duration of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

3.15.2 Additional Insured. The City of Ontario, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on Consultant's and its subconsultants' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

3.15.3 Commercial General Liability

(a) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(b) Coverage for Commercial General Liability insurance shall be at least as broad as the following: Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent. Commercial General Liability Insurance must include coverage for the following:

(i) Bodily Injury and Property Damage

(ii) Personal Injury/Advertising Injury

(iii) Premises/Operations Liability

(iv) Products/Completed Operations Liability

(v) Aggregate Limits that Apply per Project

(vi) Explosion, Collapse and Underground (UCX) exclusion deleted

(vii) Contractual Liability with respect to this Contract

(viii) Broad Form Property Damage

(ix) Independent Consultants Coverage

(c) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion

contrary to the Agreement.

(d) The policy shall give City, the City Council and each member of the City Council, its officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(e) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

3.15.4 Automobile Liability

(a) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(b) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(c) The policy shall give City, the City Council and each member of the City Council, its officers, employees, agents and City designated volunteers additional insured status.

(d) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

3.15.5 Workers' Compensation/Employer's Liability

(a) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(b) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this Section.

3.15.6 Professional Liability (Errors and Omissions)

(a) At all times during the performance of the work under this

Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

3.15.7 Minimum Policy Limits Required

(a) The following insurance limits are required for the Agreement:

Coverage	Combined Single Limit
Commercial General Liability	$2,000,000 per occurrence/ $4,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	$2,000,000 per occurrence for bodily injury and property damage
Employer's Liability	$1,000,000 per occurrence
Professional Liability	$2,000,000 per claim and aggregate (errors and omissions)

(b) Defense costs shall be payable in addition to the limits.

(c) Requirements of specific coverage or limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

3.15.8 Evidence Required

(a) Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

3.15.9 Policy Provisions Required

(a) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultantshall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the termof this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability

Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(b) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

(c) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if thepolicy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

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

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

3.15.10 Qualifying Insurers

(a) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements: Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.15.11 Additional Insurance Provisions

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

(b) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary

and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(c) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(d) Neither the City nor the City Council, nor any member of the City Council, nor any of the officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

3.15.12 Subconsultant Insurance Requirements

(a) Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

3.16 Records.

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to thisAgreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

3.17 Standardized Manufactured Items.

Consultant shall cooperate and consult with City in the use and selection of manufactured items on the Project, including but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials and floor coverings. All such manufactured items shall be standardized to City's criteria to the extent such criteria do not interfere with building design.

3.18 Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described herein. Any additional or subsequent construction at the site of the Project, or at any other City site, will be covered by, and be the subject of, a separate Agreement for architectural services between City and the Consultant chosen therefor by City.

3.19 Mediation.

Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the Parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the Parties.

3.20 Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

3.21 Asbestos Certification.

Consultant shall certify to City, in writing and under penalty of perjury, that to the best of its knowledge, information and belief no asbestos-containing material or other material deemed to be hazardous by the state or federal government was specified as a building material in any construction document that the Consultant prepares for the Project. Consultant shall require all consultants who prepare any other documents for the Project to submit the same written certification. Consultant shall also assist the City in ensuring that contractors provide City with certification, in writing and under penalty of perjury, that to the best of their knowledge, information and belief no material furnished, installed or incorporated into the Project contains asbestos or any other material deemed to be hazardous by the state or federal government. These certifications shall be part of the final Project submittal. Consultant shall include statements in its specifications that materials containing asbestos or any other material deemed to be hazardous by the state or federal government are not to be included.

3.22 No Third Party Rights.

This Agreement shall not create any rights in, or inure to the benefits of, any third party except as expressly provided herein.

3.23 Governing Law.

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Venue shall be in San Bernardino County.

3.24 Exhibits and Recitals.

All exhibits and recitals contained herein and attached hereto are material parts of this Agreement and are incorporated as if fully set forth.

3.25 Severability.

Should any provision in the Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

3.26 Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

3.27 Safety.

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

3.28 Harassment Policy.

Consultant shall provide a copy of the City's Harassment Policy to each of its employees assigned to perform the tasks under this Agreement. Consultant shall submit to the City's Personnel Manager a statement signed by each of its employees who are assigned to perform the Services under this Agreement certifying receipt of City's Harassment Policy and certifying that they have read the Harassment Policy. A finding by the City that any of Consultant's employees has harassed a City employee shall be grounds for appropriate discipline, up to and including such employee's removal from performance of this Agreement at City's request.

3.29 Delivery of Notices.

All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

CITY:	CONSULTANT:
City of Ontario	Westgroup Design
303 East “B” Street	19900 MacArthur Blvd
Ontario, CA 91764	Irvine, CA 92612
Attn: Adrian Escamilla, Design and Construction	Attn: : PariSima Hassani, CEO

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.30 Time of Essence.

Time is of the essence for each and every provision of this Agreement.

3.31 City’s Right to Employ Other Consultants.

City reserves right to employ other consultants, including designers, in connection with this Project or other projects.

3.32 Prohibited Interests.

3.32.1 Solicitation. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for

Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability.

3.32.2 Conflict of Interest. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.33 Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or any other classification protected by federal or state law. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.34 Labor Certification.

By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.35 Subcontracting.

As specified in this Agreement, Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to each and every provision of this Agreement.

3.36 Supplemental Conditions.

Any supplemental conditions shall be attached as an exhibit to this Agreement, and that exhibit shall be incorporated herein by reference.

3.37 Entire Agreement.

This Agreement, with its exhibits, contains the entire agreement of the Parties hereto, and supersedes any and all other prior or contemporaneous negotiations, understandings and oral or written agreements between the Parties hereto. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.

SIGNATURES ON FOLLOWING PAGE

SIGNATURE PAGE FOR DESIGN SERVICES AGREEMENT
BETWEEN THE CITY OF ONTARIO
AND WESTGROUP DESIGNS, INC.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

Westgroup Designs, Inc.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED]

EXHIBIT "A"
SCOPE OF SERVICES

1. GENERAL REQUIREMENTS.

1.1 Basic Services. Consultant agrees to perform all the necessary professional architectural, engineering (e.g. mechanical, electrical, plumbing, structural, site engineering, and any other necessary engineering services mutually agreeable to the Parties) and construction administration services for the Project in a timely and professional manner, consistent with the standards of the profession, including those provided for herein.

1.2 Exclusions from Basic Services. The following services shall be excluded from the basic services listed above: **Exclusions will be determined on a project-by-project basis.**

1.3 Additional Services. Consultant shall perform the following Additional Services for the Project: **Additional Services will be determined on a project by project.**

1.4 Communication with City. Consultant shall participate in consultations and conferences with authorized representatives of City and/or other local, regional, or state agencies concerned with the Project, which may be necessary for the completion of the Project or the development of the drawings, specifications and documents in accordance with the applicable standards and requirements of law and the City. Such consultations and conferences shall continue throughout the planning and construction of the Project and the contractor's warranty period. Consultant shall take direction only from the City's Representative, or any other representative specifically designated by the City for this Project, including any construction manager hired by the City.

1.5 Coordination and Cooperation with Construction Manager. The City may hire a construction manager to administer and coordinate all or any part of the Project on its behalf. If the City does so, it shall provide a copy of its agreement with the construction manager so that the Consultant will be fully aware of the duties and responsibilities of the construction manager. The Consultant shall cooperate with the construction manager and respond to any requests or directives authorized by the City to be made or given by the construction manager. The Consultant shall request clarification from the City in writing if the Consultant should have any questions regarding the authority of the construction manager.

2. INITIAL PLANNING PHASE.

During the initial planning phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

2.1 Project Feasibility. Provide advice and assistance to City in determining the feasibility of the Project, analysis of the type and quality of materials and construction to be selected, the site location, and other initial planning matters.

2.2 Meeting Budget and Project Goals. Consultant shall notify City in writing of potential complications, cost overruns, unusual conditions, and general needs that potentially impact the Project budget and time line, including the City's Preliminary Construction Budget. Consultant shall use its best judgment in determining the balance between the size, type and

quality of construction to achieve a satisfactory solution within the Project's budget and construction allowance. It shall be the duty of the Consultant to design the Project within budget. As discussed herein, including in Section 7.3, if the lowest responsive and responsible bid for the Project exceeds the budget by the stated amount, Consultant may be required to make the necessary changes in the drawing and specifications, at its sole cost and expense, to bring the bids within the required budget.

2.3 Permits, Approvals and Authorizations. As indicated in Section 3.5.4 of the Agreement, Consultant shall assist City in securing easements, encroachment permits, rights of way, dedications, infrastructures and road improvements, as well as coordinating with utilities and adjacent property owners.

3. SCHEMATIC PLAN PHASE.

During the schematic plan phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

3.1 Funding Documents. Consultant shall provide a site plan and all other Project-related information necessary and required for an application by City to any federal, state, regional, or local agencies for funds to finance the construction Project.

3.2 Schematic Plans. In cooperation with City, Consultant shall prepare preliminary plans and studies, schematic drawings, site utilization plans, and phasing plans showing the scale and relationship of the components of the Project, the plot plan development at the site, and the proposed architectural concept of the buildings ("Schematic Plans"). Consultant shall incorporate the functional requirements of City into the Schematic Plans. The Schematic Plans shall meet all laws, rules and regulations of the State of California. The Schematic Plans shall show all rooms incorporated in each building of the Project in single-line drawings, and shall include all revisions required by City or by any federal, state, regional or local agency having jurisdiction over the Project. All architectural drawings for the Project shall be in a form suitable for reproduction.

3.3 Preliminary Project Budget. Consultant shall use the City's Preliminary Construction Budget and its own expertise and experience with the Project to establish a preliminary project budget or allowance in a format required by City ("Consultant's Preliminary Project Budget"). The purpose of the Consultant's Preliminary Project Budget is to show the probable Project cost in relation to City's Preliminary Construction Budget and the construction standards of any applicable funding agency. If Consultant perceives site considerations which render the Project expensive or cost prohibitive, Consultant shall disclose such conditions in writing to City immediately. As discussed herein, including in Section 7.3, if the lowest responsive and responsible bid for the Project exceeds the budget by more than the stated amount, Consultant may be required to make the necessary changes in the drawings and specifications, at its sole cost and expense, to bring the bids within the required budget Consultant shall provide a preliminary written time schedule for the performance of all construction work on the Project.

3.4 Copies of Schematic Plans and Other Documents. Consultant, at its own expense, shall provide a complete set of the Schematic Plans described herein for City's review and approval. Additionally, at City's expense, Consultant shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project. Any additional copies required by City shall be provided at actual cost to City.

4. DESIGN DEVELOPMENT PHASE.

During the design development phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

4.1 Design Development Documents. Once City provides Consultant with specific written approval of the Schematic Plans described herein, Consultant shall prepare design development documents consisting of: (1) site and floor plans; (2) elevations; and (3) any other drawings and documents sufficient to fix and describe the types and makeup of materials, as well as the size and character of the Project's structural, mechanical and electrical systems, and to outline the Project specifications ("Design Development Documents"). The Design Development Documents shall be prepared in sufficient form to present to the City Council for approval.

4.2 Copies of Design Development and Other Documents. Consultant, at its own expense, shall provide a complete set of the Design Development Documents described herein for City's review and approval. Additionally, at City's expense, Consultant shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project. Any additional copies required by City shall be provided at actual cost to City.

4.3 Updated Project Budget. Consultant shall use its Preliminary Project Budget and expertise and experience with the Project to establish an updated estimate of probable construction costs, containing detail consistent with the Design Development Documents as set forth herein and containing a breakdown based on types of materials and specifications identified herein ("Consultant's Updated Project Budget").

4.4 Timetable. Consultant shall provide a written timetable for full and adequate completion of the Project to City.

4.5 Application for Approvals. Consultant shall assist City in applying for and obtaining required approvals from all federal, state, regional or local agencies concerned with the Project. Consultant shall furnish and process all architectural and engineering information required to prepare and process applications to applicable utilities in order to secure priorities and materials, to aid in the construction of the Project and to obtain final Project approval and acceptance by any of the above agencies as may be required.

4.6 Color and Other Aesthetic Issues. Consultant shall provide, for City's review and approval, a preliminary schedule of all color materials and selections of textures, finishes andother matters involving an aesthetic decision about the Project.

5. FINAL WORKING DRAWINGS AND SPECIFICATIONS.

During the final working drawings and specifications phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

5.1 Final Working Drawings and Specifications. Once City provides Consultant with specific written approval of the Design Development Documents described herein, Consultant shall prepare such complete working drawings and specifications as are necessary for developing complete bids and for properly executing the Project work in an efficient and thorough manner ("Final Working Drawings and Specifications"). Such Final Working Drawings and Specifications shall be developed from the Schematic Plans and Design Development Documents approved by City. The Final Working Drawings and Specifications shall set forth in

detail all of the following: (1) the Project construction work to be done; (2) the materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical, and electrical systems; and (3) the utility service connection equipment and site work. As indicated in Section 3.9.2 of the Agreement, City may be requested to supply Consultant with the necessary information to determine the proper location of all improvements on and off site, including record drawings ("as-built drawings") in City's possession. Consultant will make a good-faith effort to verify the accuracy of such information by means of a thorough interior and exterior visual survey of site conditions. City shall also make a good-faith effort to verify the accuracy of the as-built drawings and provide any supplemental information to Consultant which may not be shown on the as-built drawings.

5.2 Form. The Final Working Drawings and Specifications must be in such form as will enable Consultant and City to secure the required permits and approvals from all federal, state, regional or local agencies concerned with the Project. In addition, the Final Working Drawings and Specifications must be in such form as will enable City to obtain, by competitive bidding, a responsible and responsive bid within the applicable budgetary limitations and cost standards. The Final Working Drawings and Specifications shall be clear and legible so that uniform copies may be on standard architectural size paper, properly indexed and numbered, andshall be capable of being clearly copied and assembled in a professional manner by Consultant.

5.3 Approval and Revisions. City shall review, study, and check the Final Working Drawings and Specifications presented to it by Consultant, and request any necessary revisions or obtain any necessary approvals by the City Council, subject to the approval of all federal, state, regional or local agencies concerned with the Project. Consultant shall make all City-requested changes, additions, deletions, and corrections in the Final Working Drawings and Specifications at no additional cost, so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, or inconsistent with earlier City direction or Consultant's professional judgment. Consultant shall bring any such conflicts and/or inconsistencies to the attention of City. The Parties agree that Consultant, and not the City, possesses the requisite expertise to determine the constructability of the Final Working Drawings and Specifications. However, the City reserves the right to conduct one or more constructability review processes with the Final Working Drawings and Specifications, and to hire an independent architect or other consultant to perform such reviews. Any such independent constructability review shall be at City's expense. Consultant shall make all City-requested changes, additions, deletions, and corrections in the Final Working Drawings and Specifications which may result from any constructability review, at no additional cost to the City, so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, or inconsistent with earlier City direction or Consultant's professional judgment. If such changes, additions, deletions or corrections are inconsistent with prior City direction, Consultant shall make such alterations and be compensated therefore pursuant to the Additional Services provision of this Agreement.

5.4 Costs of Construction. It is understood by Consultant that should the Final Working Drawings and Specifications be ordered by City, City shall specify the sum of money set aside to cover the total cost of construction of the work, exclusive of Consultant's fees. Should it become evident that the total construction cost will exceed the specified sum, Consultant shall at once present a statement in writing to the City's Representative setting forth this fact and giving a full statement of the cost estimates on which the conclusion is based.

5.5 Copies of Final Working Drawings and Specifications and Other Documents. Consultant, at its own expense, shall provide a complete set of the Final Working Drawings and Specifications described herein for City's review and approval. Additionally, at City's expense,

Consultant shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project. Any additional copies required by City shall be provided at actual cost to City.

6. CONSTRUCTION CONTRACT DOCUMENTS.

During the construction contract documents phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

6.1 Bid and Contract Documents. If so required by City, Consultant shall assist City in the completion of all bid and construction documents, including but not limited to, the Notice Inviting Bids, Instructions to Bidders, Contract Bid Forms (including Alternate Bids as requested by City), `Contract, General Conditions, Supplementary General Conditions, Special Conditions, DVBE and other applicable affirmative action documents, Performance Bond, Payment Bond, Escrow Agreement for Security Deposits, and any other certifications and documents required by federal, state and local laws, rules and regulations which may be reasonably required in order to obtain bids responsive to the specifications and drawings. All such documents shall be subject to the approval of City and City's legal counsel.

6.2 Final Estimate. At the time of delivery of these bid and construction documents, which shall include the Final Working Drawings and Specifications (collectively referred to herein as the "Construction Documents"), Consultant shall provide City with its final estimate of probable construction cost ("Consultant's Final Estimate"). As discussed herein, including in Section 7.3, it shall be the Consultant's duty to design the Project within budget.

7. BID PHASE.

During the bid phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

7.1 Reproducible Construction Documents. Once City provides Consultant with specific written approval of the Construction Documents and Consultant's Final Estimate, Consultant shall provide to City one set of reproducible Construction Documents.

7.2 Distribution of Contract Documents and Review of Bids. Consultant shall assist City in distributing the Construction Documents to bidders and conducting the opening and review of bids for the Project.

7.3 Over Budget. If the apparent lowest responsive and responsible bid on the Project exceeds the Consultant's Final Estimate by more than five percent (5%), City may request Consultant to amend, at Consultant's sole cost and expense, the Final Drawings and Specifications in order to rebid the Project and receive a lowest responsive and responsible bid equal to or less than the Consultant's Final Estimate. All revisions necessary to bring the lowest responsible and responsive bid within the Consultant's Final Estimate, including any omissions, deferrals or alternates, shall be made in consultation with, and subject to the approval of, the City.

8. CONSTRUCTION PHASE.

During the construction phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

8.1 Observation. The Project Consultant shall observe work executed from the Final Working Drawings and Specifications in person, provided that City may, in its discretion, consent to such observation by another competent representative of Consultant.

8.2 General Administration. Consultant shall provide general administration of the Construction Documents and the work performed by the contractors.

8.3 Pre-Construction Meeting. Consultant shall conduct one or more pre-construction meetings, as the City determines is needed for the Project, with all interested Parties.

8.4 Site Visits of Contractor's Work. Consultant shall conduct site visits to observe each contractors' work for general conformance with the Construction Documents and with any approved construction schedules or milestones. Such site visits shall be conducted as often as are necessary and appropriate to the stage of construction, according to the City's sole discretion, but in no event less than weekly.

8.5 Site Visits of Inspector's Work. Consultant shall conduct site visits to communicate and observe the activities of the City inspectors. Such site visits shall be conducted as often as is mutually acceptable to Consultant and City. Consultant shall direct the City inspectors and the Project contractors to coordinate the preparation of record drawings indicating dimensions and location of all "as-built" conditions, including but not limited to, underground utility lines.

8.6 Coordination of Subconsultants. Consultant shall cause all architects, engineers and other consultants, as may be hired by Consultant or City, to observe the work completed under their disciplines as required, and approve and review all test results for general conformance with the Construction Documents.

8.7 Reports. Consultant shall make regular reports as may be required by applicable federal, state or local laws, rules or regulations, as well as the federal, state, regional or local agencies concerned with the Project.

8.8 Construction Meetings; Minutes. Consultant shall attend all construction meetings and provide written reports/minutes to the City after each construction meeting in order to keep City informed of the progress of the work. Such meetings shall occur at a frequency necessary for the progress of the Project work, according to the City's sole discretion, but no less than weekly.

8.9 Written Reports. Consultant shall make written reports to City as necessary to inform City of problems arising during construction, changes contemplated as a result of each such problems, and progress of the Project work.

8.10 Written Records. Consultant shall keep accurate written records of the progress and quality of the Project work and the time schedules, and shall advise the contractors and City of any deviations from the time schedule which could delay timely completion of the Project.

8.11 Material and Test Reports. Consultant shall check and process, in a timely manner, all required material and test reports for the Project work. In addition, Consultant shall provide notice of any deficiencies in material or work reflected in such reports, as well as its recommendation for correction of such deficiencies, to the contractors and City.

8.12 Review and Response to Submissions. Consultant shall review and respond, in a timely manner, to all schedules, submittals, shop drawings, samples, information requests, change requests, and other submissions of the contractor and subcontractors for compliance with, or alterations and additions to, the Construction Documents. Consultant's review and response shall be done in such a manner so as to ensure the timely and uninterrupted progress of the Project work.

8.13 Rejection of Work. Consultant shall promptly reject, as discussed with City, work or materials which do not conform to the Construction Documents. Consultant shall immediately notify the City and contractor(s) of such rejections. Consultant shall also have the authority to recommend to the City that additional inspection or testing of the work be performed, whether or not such work is fabricated, installed or completed.

8.14 Substitutions. Consultant shall consult with City, in a timely manner, with regard to substitution of materials, equipment and laboratory reports thereof, prior to the City's final written approval of such substitutions. Consultant's consultation shall be done in such a manner so as to ensure the timely and uninterrupted progress of the Project work.

8.15 Revised Documents and Drawings. Consultant shall prepare, at no additional expense to City, all documents and/or drawings made necessary by errors and omissions in the originally approved Construction Documents.

8.16 Change Requests and Material Changes. Consultant shall evaluate and advise City, in a timely manner and in writing, of any change requests and material change(s) which may be requested or necessary in the Project plans and specifications. Consultant shall provide the City with its opinion as to whether such change requests should be approved, denied or revised. If the City has not hired a construction manager or other person to do so, the Consultant shall prepare and execute all change orders and submit them to the City for authorization. If the City has designated a construction manager or other person to prepare all change orders, the Consultant shall review all change orders prepared by such person, execute them and deliver them to the City for authorization if they meet with the Consultant's approval, or submit them to the City with recommendations for revision or denial if necessary. Consultant shall not order contractors to make any changes affecting the contract price without approval by City of such a written change order, pursuant to the terms of the Construction Documents. Consultant may order, on its own responsibility and pending City Council approval, changes necessary to meet construction emergencies, if written approval of City's Representative is first secured.

8.17 Applications for Payment. Consultant shall examine, verify and approve contractor's applications for payment, and shall issue certificates for payment in amounts approved by the City's inspector.

8.18 Final Color and Product Selection. Consultant shall coordinate final color and product selection with City's original design concept.

8.19 Substantial Completion. Consultant shall determine the date of substantial completion, in consultation with the City.

8.20 Punch List. After determining that the Project is substantially complete, Consultant shall participate in the inspection of the Project and shall review all remaining deficiencies and minor items needed to be corrected or completed on the Project, including those identified on the punch list prepared by the contractor ("Punch List Items"). Consultant shall notify

contractor in writing that all Punch List Items must be corrected prior to final acceptance of the Project and final payment. Consultant shall also notify City of all Punch List Items.

8.21 Warranties. Consultant shall review materials assembled by the contractor and subcontractors with regard to all written warranties, guarantees, owners' manuals, instruction books, diagrams, record "as built" drawings, and any other materials required from the contractors and subcontractors pursuant to the Construction Documents. Consultant shall coordinate and provide these materials to the City.

8.22 Certificate of Completion. Consultant shall participate in any further inspections of the Project necessary to issue Consultant's Certificate of Completion and final certificate for payment.

8.23 Documents for Project Close-Out. Consultant shall cause all other architects, engineers and other consultants, as may be hired by Consultant, to file any and all required documentation with the City or other governmental authorities necessary to close out the Project. Consultant shall assist the City in obtaining such documentation from all other architects, engineers, or other consultants.

9. AS-BUILT DRAWINGS.

During the as-built drawings phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

9.1 As-Built Drawings and Specifications. Not later than thirty (30) days after substantial completion of the Project, before receipt of final payment, Consultant shall review and forward the Final Working Drawings and Specifications, indicating on them all changes made by change orders or otherwise pursuant to the Construction Documents, as well as all information called for on the specifications, thus producing an "as-built" set of Final Working Drawings and Specifications ("As-Built Drawings and Specifications"). The As-Built Drawings and Specifications shall show, among other things, the location of all concealed pipe, buried conduit runs and other similar elements within the completed Project. Consultant shall personally review and certify that the As-Built Drawings and Specifications are a correct representation of the information supplied to Consultant by any inspectors and the contractor, and shall obtain certifications from any inspectors and the contractor that the drawings are correct.

9.2 Approval. Once City provides Consultant with specific written approval of the As-Built Drawings and Specifications, Consultant shall forward to City the complete set of original As-Built Drawings and Specifications or a complete set of reproducible duplicate As-Built Drawings and Specifications. The tracing shall be of such quality that clear and legible prints maybe made without appreciable and objectionable loss of detail.

9.3 Documents for Final Payment. Prior to the receipt of Consultant's final payment, Consultant shall forward to City all of the following: (1) one clear and legible set of reproductions of the computations; (2) the original copy of the specifications; (3) the As-Built Drawings and Specifications as required herein; and (4) Consultant's Certificate of Completion.

10. WARRANTY PERIOD.

During the warranty period phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

10.1 Advice. Consultant shall provide advice to City on apparent deficiencies in the Project during any applicable warranty periods for the Project.

EXHIBIT "B"
FEE AND PHASING/FUNDING SCHEDULES

1. FEE SCHEDULE.

Consultant will invoice City on a monthly cycle based on the following fee schedule. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each phase and the total amount spent against the Total Compensation. Consultant will inform City regarding any out-of-scope work being performed by Consultant for which Consultant intends to seek compensation from City.

2. PHASING/FUNDING SCHEDULE.

Progress payments towards Total Compensation shall never exceed the following percentages of Total Compensation as of the phase indicated:

WESTGROUP DESIGNS
ARCHITECT - 06/2024 - 07/2025

SENIOR PRINCIPAL	$299
PRINCIPAL	$278
DIRECTOR	$258
DESIGN DIRECTOR	$237
SR PROJECT MANAGER	$220
SR PROJECT ARCHITECT	$206
SR DESIGNER	$206
QA/QC	$195
SENIOR COORDINATOR	$195
PROJECT ARCHITECT	$180
PROJECT MANAGER	$170
SENIOR JOB CAPTAIN	$165
SPECIFICATIONS WRITER	$160
PROJECT COORDINATOR	$160
PROFESSIONAL STAFF I	$139
PROFESSIONAL STAFF II	$129
PROFESSIONAL STAFF III	$118
ADMINISTRATIVE	$ 77

Staff Titles	FY 06/2025 - 07/2026	FY 06/2026 - 07/2027	FY 06/2027 - 07/2028	FY 06/2028 - 07/2029
SENIOR PRINCIPAL	$304	$308	$313	$318
PRINCIPAL	$283	$288	$292	$296
DIRECTOR	$268	$272	$276	$280
DESIGN DIRECTOR	$258	$261	$265	$269
SR PROJECT MANAGER	$242	$246	$249	$253
SR PROJECT ARCHITECT	$227	$230	$233	$237
SR DESIGNER	$206	$209	$212	$215
QA/QC	$196	$199	$202	$205
SENIOR COORDINATOR	$196	$199	$202	$205
PROJECT ARCHITECT	$191	$193	$196	$199
PROJECT MANAGER	$185	$188	$191	$194
SENIOR JOB CAPTAIN	$165	$167	$170	$172
PROJECT COORDINATOR	$160	$162	$165	$167
SPECIFICATIONS WRITER	$160	$162	$165	$167
PROFESSIONAL STAFF I	$139	$141	$143	$145
PROFESSIONAL STAFF II	$129	$131	$133	$135
PROFESSIONAL STAFF III	$118	$120	$122	$124
ADMINISTRATIVE	$77	$78	$80	$81

CITY OF ONTARIO
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PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
DESIGN SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into as of_____, by and between the City of Ontario, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City"), and **KWWA Architect,** a corporation with its principal place of business at **9650 Telstar Ave., Unit A-119 El Monte, CA 91731** (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 City. City is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Consultant**.** Consultant desires to perform and assume responsibility for the provision of certain professional architectural design services requiredby the City on the terms and conditions set forth in this Agreement. Consultant warrants that it isfully licensed, qualified, and willing to perform the services required by this Agreement; provided, however, that if Consultant is a corporation or other organization, the Project Consultant designated pursuant to Section 3.2, and not the Consultant itself, shall be fully licensed to practiceas an architect in the State of California.

2.3 Project**.** City desires to engage Consultant to render such services for **the On-Call Retail Architect Design Services** ("Project") as set forth in this Agreement.

3. TERMS

3.1 Employment of Consultant.

3.1.1 Scope of Services. Consultant promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional architectural and related services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement

(hereinafter referred to as “Services”). The Services are more particularly described throughout this Agreement, including Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordancewith, this Agreement, any exhibits attached hereto and incorporated herein by reference, and allapplicable local, state and federal laws, rules and regulations. All Services performed by Consultant shall be subject to the sole and discretionary approval of the City, which approval shallnot be unreasonably withheld.

3.1.2 Term. The term of this Agreement shall be from **July 16,2024** to **July 16,2027**, The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than **two** additional one-year terms unless earlier terminated as provided herein. Consultant shall complete the Services within the term of agreement and shall meet any other established scheduled and deadlines.

3.2 Project Consultant; Key Personnel.

3.2.1 Retail Architect. Consultant shall name a specific individual to act as Project Consultant, subject to the approval of City. Consultanthereby designates **Wing Wong** (License No. #C39010) to act as the Retail Architect for the Project. The Architect shall: (1) maintain oversight of the Services; (2) have full authority to represent and act on behalf of the Consultant for all purposes under thisAgreement; (3) supervise and direct the Services using his or her best skill and attention; (4) be responsible for the means, methods, techniques, sequences and procedures used for theServices; (5) adequately coordinate all portions of the Services; and (6) act as principal contact with y and all contractors, consultants, engineers and inspectors on the Project. Any change in the Retail Architect shall be subject to the City’s prior written approval, which approval shall not be unreasonably withheld. The new Retail Architect shall be of at least equal competence as the prior Retail Architect. In the event that City and Consultant cannotagree as to the substitution of a new Retail Architect. City shall be entitled to terminate this Agreement for cause.

3.2.2 Key Personnel. In addition to the Retail Architect, Consultant has represented to the City that certain additional key personnel, engineers and consultants will perform the Services under this Agreement. Should one or more of such personnel, engineers or consultants become unavailable, Consultant may substitute others of atleast equal competence upon written approval of the City. In the event that City and Consultant cannot agree as to the substitution of key personnel, engineers or consultants, City shall be entitled to terminate this Agreement for cause. The key additional personnel, engineers and consultants for performance of this Agreement are as follows: **Wing Wong, Principal**

3.3 Hiring of Consultants and Personnel.

3.3.1 Right to Hire or Employ. Consultant shall have the option, unless City objects in writing after notice, to employ at its expense architects, engineers, experts or other consultants qualified and licensed to render services in connection with the planning and/or administration of the Project, and to delegate to them such duties as Consultant may delegate without relieving Consultant from administrative or other responsibility under this Agreement. Consultant shall be responsible for the coordination and cooperation of Consultant’s architects, engineers, experts or other consultants. All consultants, including changes in consultants, shall be subject to approval by City in its sole and reasonable discretion. Consultant shall notify City of the identity of all consultants at least fourteen (14) days prior to their commencement of work to allow City to review their qualifications and approve to their participation on the Project in its sole and reasonable discretion.

3.3.2 Qualification and License. All architects, engineers, experts and other consultants retained by Consultant in performance of this Agreement shall be qualified to perform the Services assigned to them, and shall be licensed to practice in their respective professions, where required by law.

3.3.3 Standards and Insurance. All architects, engineers, experts and other consultants hired by Consultant shall be required to meet all of the same standards and insurance requirements set forth in this Agreement, unless other standards or requirements are approved by the City in writing. Unless changes are approved in writing by the City, Consultant's agreements with its consultants shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.3.4 Assignments or Staff Changes. Consultant shall promptly obtain written City approval of any assignment, reassignment or replacement of such architects, engineers, experts and consultants, or of other staff changes of key personnel working on the Project. As provided in the Agreement, any changes in Consultant's consultants and key personnel shall be subject to approval by City.

3.3.5 Draftsman and Clerical Support. Draftsmen and clerical personnel shall be retained by Consultant at Consultant's sole expense.

3.4 Standard of Care.

3.4.1 Standard of Care. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform the Services in the same discipline in the State of California, and shall be responsible to City for damages sustained by the City and delays to the Project as specified in the indemnification provision of this Agreement. Without limiting the foregoing, Consultant shall be fully responsible to the City for any increased costs incurred by the City as a result of any such delays in the design or construction of the Project. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants and represents that all of its employees, architects, engineers, experts and other consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees, architects, engineers, experts and other consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services assigned to or rendered by them and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein.

3.4.2 Performance of Employees. Any employee or consultant who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee or consultant who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.5 Laws and Regulations.

3.5.1 Knowledge and Compliance. Consultant shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Services or the Project, and shall give all notices required of the Consultant by law. Consultant shall be liable, pursuant to the standard of care and indemnification provisions of this Agreement, for all violations of such laws and regulations in connection with its Services. Consultant shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.5.2 Drawings and Specifications. Consultant shall cause all drawings and specifications to conform to any applicable requirements of federal, state and local laws, rules and regulations, including the Uniform Building Code, in effect as of the time the drawings and specifications are prepared or revised during the latest phase of the Services described in Exhibit "A" attached hereto. Any significant revisions made necessary by changes in such laws, rules and regulations after this time may be compensated as Additional Services which were not knownor reasonably should not have been known by Consultant. Consultant shall cause the necessary copies of such drawings and specifications to be filed with any governmental bodies with approval jurisdiction over the Project, in accordance with the Services described in Exhibit "A" attached hereto. For the preparation of all such drawings and specifications, the Consultant shall use Computer Aided Design Drafting ("CADD") (e.g., AutoCAD) or other technology acceptable to the Consultant and City.

3.5.3 Americans with Disabilities Act. Consultant will use its best professional efforts to interpret all applicable federal, state and local laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act ("ADA"). Consultant shall inform City of the existence of inconsistencies of which it is aware or reasonably should be aware between federal and state accessibility laws, rules and regulations, as well as any other issues which are subject to conflicting interpretations of the law, and shall provide the City with its interpretation of such inconsistencies and conflicting interpretations. Unless Consultant brings such inconsistencies and conflicting interpretations to the attention of the City and requests City's direction on how to proceed, the Consultant's interpretation of such inconsistencies and conflicting interpretations shall be the sole responsibility and liability of Consultant, and the Consultant shall correct all plans, specifications and other documents prepared for the Project at no additional cost if its interpretations are shown to be incorrect. In the event that the Consultant request's City's direction on how to proceed with respect to any inconsistent and/or conflicting interpretation, the Consultant shall be responsible to the City only pursuant to the indemnification provisions of this Agreement.

3.5.4 Permits, Approvals and Authorizations. Consultant shall provide City witha list of all permits, approvals or other authorizations required for the Project from all federal, stateor local governmental bodies with approval jurisdiction over the Project. Consultant shall then assist the City in obtaining all such permits, approvals and other authorizations. The costs of such permits, approvals and other authorizations shall be paid by the City.

3.5.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance

of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq*.); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant shall additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. Failure to comply with laws, regulations, and ordinances listed in this Section is a violation of federal and state law.

3.6 Independent Contractor.

3.6.1 Control and Payment of Subordinates. City retains Consultant on an independent contractor basis and Consultant is not an employee of City. Consultant is not an employee for state tax, federal tax or any other purpose, and is not entitled to the rights or benefits afforded to City's employees. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City, and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.7 Schedule of Services.

3.7.1 Consultant Services. Consultant shall fully and adequately complete the Services described in this Agreement and in Exhibit "A" attached hereto and incorporated herein by reference.

3.7.2 Timely Performance Standard. Consultant shall perform all Services hereunder as expeditiously as is consistent with professional skill and care, as well as the orderly progress of the Project work so as not to be the cause, in whole or in part, of delays in the completion of the Project or in the achievement of any Project milestones, as provided herein. Specifically, Consultant shall perform its Services so as to allow for the full and adequate completion of the Project within the time required by the City and within any completion schedules adopted for the Project. Consultant agrees to coordinate with City's staff, contractors and consultants in the performance of the Services, and shall be available to City's staff, contractors and consultants at all reasonable times.

3.7.3 Performance Schedule. Consultant shall prepare an estimated time schedule for the performance of Consultant's Services, to be adjusted as the Project proceeds. Such schedule shall be subject to the City's review and approval, which approval shall not be unreasonably withheld, and shall include allowances for periods of time required for City's review and approval of submissions, and for approvals of authorities having jurisdiction over Project approval and funding. If City and Consultant cannot mutually agree on a performance schedule, City shall have the authority to immediately terminate this Agreement. The schedule shall not be

exceeded by Consultant without the prior written approval of City. If the Consultant's Services are not completed within the time provided by the agreed upon performance schedule, or any milestones established therein, it is understood, acknowledged and agreed that the City will suffer damage for which the Consultant will be responsible.

3.7.4 Excusable Delays. Any delays in Consultant's work caused by the following may be added to the time for completion of any obligations of Consultant: (1) the actionsof City or its employees; (2) the actions of those in direct contractual relationship with City; (3) theactions of any governmental agency having jurisdiction over the Project; (4) the actions of any parties not within the reasonable control of the Consultant; and (5) any Force Majeure Event (asdefined herein) or other unforeseen occurrence not due to any fault or negligence on the part of Consultant. Neither the City nor the Consultant shall be liable for damages, liquidated or otherwise, to the other on account of such delays.

3.7.5 Force Majeure Events. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the Services and Agreement. Should a Force Majeure Event occur, the non-performing Party shall, within fifteen (15) calendar days of the beginning of an Force Majeure Event, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.7.6 Request for Excusable Delay Credit. The Consultant shall, within fifteen (15) calendar days of the beginning of any excusable delay, notify the City in writing of the causes of delay (unless City grants in writing a further period of time to file such notice prior to the date of final payment under the Agreement). City will then ascertain the facts and the extent of the delay, and grant an extension of time for completing the Services when, in its sole judgment, the findings of fact justify such an extension. The City's findings of fact thereon shall be final and conclusive on the Parties. Extensions of time shall apply only to that portion of the Services affected by the delay and shall not apply to other portions of the Services not so affected. The sole remedy of Consultant for extensions of time shall be an extension of the performance time at no cost to the City. If Additional Services are required as a result of an excusable delay, the Parties shall mutually agree thereto pursuant to the Additional Services provision of this Agreement. Should Consultant make an application for an extension of time, Consultant shall submit evidence that the insurance policies required by this Agreement remain in effect during the requested additional period of time.

3.8 Additional Services.

3.8.1 Request for Services. At City's request, Consultant may be asked to perform services not otherwise included in this Agreement, not included within the basic services listed in Exhibit "A" attached hereto, and/or not customarily furnished in accordance with generally accepted architectural practice.

3.8.2 Definition. As used herein, "Additional Services" mean: (1) any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary for the Consultant to perform at the execution of this Agreement; or (2) any work listed as Additional Services in Exhibit "A" attached hereto. Consultant shall not perform, nor be compensated for, Additional Services without prior written authorization from City and without an agreement between the City and Consultant as to the compensation to be paid for such services. City shall pay Consultant for any approved Additional Services, pursuant to the compensation provisions herein, so long as such services are not made necessary through the fault of Consultant pursuant to the indemnification provision of this Agreement.

3.8.3 Examples of Additional Services. Such Additional Services shall notinclude any redesign or revisions to drawings, specifications or other documents when such revisions are necessary in order to bring such documents into compliance with applicable laws, rules, regulations or codes of which Consultant was aware or should have been aware pursuantto the laws and regulations provision of this Agreement above. Such Additional Services may include, but shall not be limited to:

(a) Separately Bid Portions of Project. Plan preparation and/or administration of work on portions of the Project separately bid.

(b) Furniture and Interior Design. Assistance to City, if requested, for the selection of moveable furniture, equipment or articles which are not included in the Construction Documents.

(c) Fault of Contractor. Services caused by delinquency, default or insolvency of contractor, or by major defects in the work of the contractor, provided that any such services made necessary by the failure of Consultant to detect and report such matters when it reasonably should have done so shall not be compensated.

(d) Inconsistent Approvals or Instructions. Revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of Consultant.

(e) Legal Proceedings. Serving as an expert witness on City's behalf or attending legal proceedings to which the Consultant is not a party.

(f) Damage Repair. Supervision of repair of damages to any structure.

(g) Extra Environmental Services. Additional work required for environmental conditions (e.g. asbestos or site conditions) not already contemplated within the Consultant's services for the Project.

3.9 City Responsibilities. City's responsibilities shall include the following:

3.9.1 Data and Information. City shall make available to Consultant all necessary data and information concerning the purpose and requirements of the Project, including scheduling and budget limitations, objectives, constraints and criteria. As part of the budget limitation information, the City shall provide the Consultant with a preliminary construction budget ("City's Preliminary Construction Budget").

3.9.2 Project Survey. If required pursuant to the scope of the Project and if requested by Consultant, City shall furnish Consultant with, or direct Consultant to procure at City's expense, a survey of the Project site prepared by a registered surveyor or civil engineer, any other record documents which shall indicate existing structures, land features, improvements, sewer, water, gas, electrical and utility lines, topographical information and boundary dimensions of the site, and any other such pertinent information.

3.9.3 Bid Phase. Distribute Construction Documents to bidders and conduct the opening and review of bids for the Project.

3.9.4 Testing. Retain consultant(s) to conduct chemical, mechanical, soils, geological or other tests required for proper design of the Project, and furnish such surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known to determine soil condition or to ensure the proper development of the required drawings and specifications.

3.9.5 Required Inspections and Tests. Retain consultant(s) to conduct materials testing and inspection or environmental/hazardous materials testing and inspection pursuant to any applicable laws, rules or regulations.

3.9.6 Fees of Reviewing or Licensing Agencies. Directly pay or reimburse the payment of all fees required by any reviewing or licensing agency, or other agency having approval jurisdiction over the Project.

3.9.7 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. The City Manager hereby designates **Tito Haes, Executive Director Public Works**, or his or her designee, as the City's contact for the implementation of the Services hereunder. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.9.8 Review and Approved Documents. Review all documents submitted by Consultant, including change orders and other matters requiring approval by the City Council or other officials. City shall advise Consultant of decisions pertaining to such documents within a reasonable time after submission, so as not to cause unreasonable delay as provided in the excusable delay provisions of this Agreement above.

3.10 Compensation.

3.10.1 Consultant's Compensation for Basic Services. City shall pay to Consultant, for the performance of all Services rendered under this Agreement, the total not to exceed amount of **One Hundred Fifty Thousand Dollars** (**$150,000**) ("Total Compensation"). This Total Compensation amount shall be based upon, and may be adjusted according to, the fee schedule and related terms and conditions attached hereto as Exhibit "B" and incorporated herein by reference. The Total Compensation, as may be adjusted upon mutual agreement, shall

constitute complete and adequate payment for Services under thisAgreement.

3.10.2 Payment for Additional Services. At any time during the term of this Agreement, City may request that Consultant perform Additional Services. As used herein, Additional Services means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Any additional work in excess of this amount must be approved by the City. If authorized, such Additional Services will be compensated at the rates and in the manner set forth in Exhibit "B" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the Parties. IfCity requires Consultant to hire consultants to perform any Additional Services, Consultant shall be compensated therefore at the rates and in the manner set forth in Exhibit "B" attached heretoand incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the Parties. City shall have the authority to review and approve the rates of any such consultants. In addition, Consultant shall be reimbursed for any expenses incurred by such consultants pursuant to the terms and conditions of Section 3.10.3.

3.10.3 Reimbursable Expenses. Reimbursable expenses are in addition to compensation for the Services and Additional Services. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, which approval may be evidenced by inclusion in Exhibit "C" attached hereto. Such reimbursable expenses shall include only those expenses which are reasonably and necessarily incurred by Consultant in the interest of the Project. Consultant shall be required to acquire prior written consent in order to obtain reimbursement for the following: (1) extraordinary transportation expenses incurred in connection with the Project; (2) out-of-town travel expenses incurred in connection with the Project; (3) fees paid for securing approval of authorities having jurisdiction over the Project; (4) bid document duplication costs in excess of $1,000; and (5) other costs, fees and expenses in excess of $1,000.

3.10.4 Payment to Consultant. Consultant's compensation and reimbursable expenses shall be paid by City to Consultant no more often than monthly. Such periodic payments shall be made based upon the percentage of work completed, and in accordance with the phasing and funding schedule provided in Exhibit "B" and the compensation rates indicated in Exhibit "B" attached hereto and incorporated herein by reference. In order to receive payment, Consultant shall present to City an itemized statement which indicates Services performed, percentage of Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. The amount paid to Consultant shall never exceed the percentage amounts authorized by the phasing and funding schedule located in Exhibit "B" attached hereto. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the Parties in a mutually agreeable manner.

Payments made for Additional Services shall be made in installments, not more often than monthly, proportionate to the degree of completion of such services or in such other manner as the Parties shall specify when such services are agreed upon, and in accordance with any authorized fee or rate schedule. In order to receive payment, Consultant shall present to City an itemized statement which indicates the Additional Services performed, percentage of Additional Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Additional Services provided since the initial

commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the Parties in a mutually agreeable manner.

Upon cancellation or termination of this Agreement, Consultant shall be compensated as set forth in the termination provision herein.

3.10.5 Withholding Payment to Consultant. The City may withhold payment, in whole or in part, to the extent reasonably necessary to protect the City from claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind to the extent arising out of or caused by the negligence, recklessness, or willful misconduct protected under the indemnification provisions of this Agreement. Failure by City to deduct any sums from a progress payment shall not constitute a waiver of the City's right to such sums. The City may keep any moneys which would otherwise be payable at any time hereunder and apply the same,or so much as may be necessary therefor, to the payment of any expenses, losses, or damagesas determined by the City, incurred by the City for which Consultant is liable under the Agreementor state law. Payments to the Consultant for compensation and reimbursable expenses due shallnot be contingent on the construction, completion or ultimate success of the Project. Payment tothe Consultant shall not be withheld, postponed, or made contingent upon receipt by the City of offsetting reimbursement or credit from Parties not within the Consultant's reasonable control.

3.10.6 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. **If** the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and **if** the total compensation is $1,000 or more, Consultant agrees to fully complywith and to require its consultants to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the Project site. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4. Consultant shall defend, indemnify and hold the City, itselected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure of the Consultant or its consultants to comply with the Prevailing Wage Laws.

(a) Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works project" of over $25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over $15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services

must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the Department of Industrial Relations against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subconsultant.

3.11 Notice to Proceed.

Consultant shall not proceed with performance of any Services under this Agreement unless and until the City provides a written notice to proceed.

3.12 Termination, Suspension and Abandonment.

3.12.1 Grounds for Termination; Consultant's Termination for Cause. City hereby reserves the right to suspend or abandon, at any time and for any reason, all or any portion of the Project and the construction work thereon, or to terminate this Agreement at any time with or without cause. Consultant shall be provided with at least seven (7) days advanced written notice of such suspension, abandonment or termination. In the event of such suspension, abandonment or termination, Consultant shall be paid for Services and reimbursable expenses rendered up to the date of such suspension, abandonment or termination, pursuant to the schedule of payments provided for in this Agreement, less any claims against or damages suffered by City as a result of the default, if any, by Consultant. Consultant hereby expressly waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein, in the event of such suspension, abandonment or termination. Consultant may terminate this Agreement for substantial breach of performance by the City such as failure to make payment to Consultant as provided in this Agreement.

3.12.2 City's Suspension of Work. If Consultant's Services are suspended by City, City may require Consultant to resume such Services within ninety (90) days after written notice from City. When the Project is resumed, the Total Compensation and schedule of Services shall be equitably adjusted upon mutual agreement of the City and Consultant.

3.12.3 Documents and Other Data. Upon suspension, abandonment or termination, Consultant shall provide to City all preliminary studies, sketches, working drawings, specifications, computations, and all other Project Documents, as defined below, to which City would have been entitled at the completion of Consultant's Services under this Agreement. Upon payment of the amount required to be paid to Consultant pursuant to the termination provisions of this Agreement, City shall have the rights, as provided in this Agreement hereinafter, to use such Project Documents prepared by or on behalf of Consultant under this Agreement. Consultant shall make such documents available to City upon request and without additional compensation other than as may be approved as a reimbursable expense.

3.12.4 Employment of other Consultants. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such

manner as it may determine appropriate, services similar to those terminated.

3.13 Ownership and Use of Documents; Confidentiality.

3.13.1 Ownership. All plans, specifications, original or reproducibletransparencies of working drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically orotherwise recorded on computer diskettes (hereinafter referred to as the "Project Documents") shall be and remain the property of City. Although the official copyright in all Project Documentsshall remain with the Consultant or other applicable subcontractors or consultants, the Project Documents shall be the property of City whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, Consultant shall provide to City copies of all Project Documents required by City. In addition, Consultant shall retain copies of all Project Documents on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment ofreasonable duplication costs. Before destroying the Project Documents following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.13.2 Right to Use. Consultant grants to City the right to use and reuse all or part of the Project Documents, at City's sole discretion and with no additional compensation to Consultant, for the following purposes:

(a) The construction of all or part of this Project.

(b) The repair, renovation, modernization, replacement, reconstruction or expansion of this Project at any time;

(c) The construction of another project by or on behalf of the City for its ownership and use;

City is not bound by this Agreement to employ the services of Consultant in the event such documents are used or reused for these purposes. City shall be able to use or reuse the Project Documents for these purposes without risk of liability to the Consultant or third parties with respect to the condition of the Project Documents, and the use or reuse of the Project Documents for these purposes shall not be construed or interpreted to waive or limit City's right to recover for latent defects or for errors or omissions of the Consultant.

Any use or reuse by City of the Project Documents on any project other than this Project without employing the services of Consultant shall be at City's own risk with respect to third parties. If City uses or reuses the Project Documents on any project other than this Project, it shall remove the Consultant's seal from the Project Documents and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Project Documents on such other project.

3.13.3 License. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein. Consultant shall require any and all subcontractors and consultants to agree in writing that City is granted a non-exclusive and perpetual license for the work of such

subcontractors or consultants performed pursuant to this Agreement.

3.13.4 Right to License. Consultant represents and warrants that Consultant has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Project Documents that Consultant prepares or causes to be prepared pursuant to this Agreement. Consultant shall indemnify and hold City harmless pursuant to the indemnification provisions of this Agreement for any breach of this Section. Consultant makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents that were prepared by design professionals other than Consultant and provided to Consultant by City.

3.13.5 Confidentiality. All Project Documents, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant to the extent they are not subject to disclosure pursuant to the Public Records Act. All Project Documents shall not, without the written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Project Documents to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the written consent of City.

3.14 Indemnification.

3.14.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

3.14.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.15 Insurance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this

Section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurancerequired under this section.

3.15.1 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, Consultant shall, at its expense, procure and maintain infull force and effect for the duration of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

3.15.2 Additional Insured. The City of Ontario, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on Consultant's and its subconsultants' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

3.15.3 Commercial General Liability

(a) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(b) Coverage for Commercial General Liability insurance shall be at least as broad as the following: Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent. Commercial General Liability Insurance must include coverage for the following:

(i) Bodily Injury and Property Damage

(ii) Personal Injury/Advertising Injury

(iii) Premises/Operations Liability

(iv) Products/Completed Operations Liability

(v) Aggregate Limits that Apply per Project

(vi) Explosion, Collapse and Underground (UCX) exclusion deleted

(vii) Contractual Liability with respect to this Contract

(viii) Broad Form Property Damage

(ix) Independent Consultants Coverage

(c) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(d) The policy shall give City, the City Council and each member of the City Council, its officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(e) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

3.15.4 Automobile Liability

(a) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(b) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(c) The policy shall give City, the City Council and each member of the City Council, its officers, employees, agents and City designated volunteers additional insured status.

(d) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

3.15.5 Workers' Compensation/Employer's Liability

(a) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(b) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this Section.

3.15.6 Professional Liability (Errors and Omissions)

(a) At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and

in an amount indicated herein. This insurance shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

3.15.7 Minimum Policy Limits Required

(a) The following insurance limits are required for the Agreement:

Coverage	Combined Single Limit
Commercial General Liability	$2,000,000 per occurrence/ $4,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	$2,000,000 per occurrence for bodily injury and property damage
Employer's Liability	$1,000,000 per occurrence
Professional Liability	$2,000,000 per claim and aggregate (errors and omissions)

(b) Defense costs shall be payable in addition to the limits.

(c) Requirements of specific coverage or limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

3.15.8 Evidence Required

(a) Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

3.15.9 Policy Provisions Required

(a) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultantshall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the termof this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(b) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

(c) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if thepolicy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

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

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

3.15.10 Qualifying Insurers

(a) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements: Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.15.11 Additional Insurance Provisions

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

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

amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(c) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(d) Neither the City nor the City Council, nor any member of the City Council, nor any of the officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

3.15.12 Subconsultant Insurance Requirements

(a) Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

3.16 Records.

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to thisAgreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

3.17 Standardized Manufactured Items.

Consultant shall cooperate and consult with City in the use and selection of manufactured items on the Project, including but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials and floor coverings. All such manufactured items shall be standardized to City's criteria to the extent such criteria do not interfere with building design.

3.18 Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described herein. Any additional or subsequent construction at the site of the Project, or at any other City site, will be covered by, and be the subject of, a separate Agreement for architectural services between City and the Consultant chosen therefor by City.

3.19 Mediation.

Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the Parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the Parties.

3.20 Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

3.21 Asbestos Certification.

Consultant shall certify to City, in writing and under penalty of perjury, that to the best of its knowledge, information and belief no asbestos-containing material or other material deemed to be hazardous by the state or federal government was specified as a building material in any construction document that the Consultant prepares for the Project. Consultant shall require all consultants who prepare any other documents for the Project to submit the same written certification. Consultant shall also assist the City in ensuring that contractors provide City with certification, in writing and under penalty of perjury, that to the best of their knowledge, information and belief no material furnished, installed or incorporated into the Project contains asbestos or any other material deemed to be hazardous by the state or federal government. These certifications shall be part of the final Project submittal. Consultant shall include statements in its specifications that materials containing asbestos or any other material deemed to be hazardous by the state or federal government are not to be included.

3.22 No Third Party Rights.

This Agreement shall not create any rights in, or inure to the benefits of, any third party except as expressly provided herein.

3.23 Governing Law.

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Venue shall be in San Bernardino County.

3.24 Exhibits and Recitals.

All exhibits and recitals contained herein and attached hereto are material parts of this Agreement and are incorporated as if fully set forth.

3.25 Severability.

Should any provision in the Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

3.26 Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

3.27 Safety.

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

3.28 Harassment Policy.

Consultant shall provide a copy of the City's Harassment Policy to each of its employees assigned to perform the tasks under this Agreement. Consultant shall submit to the City's Personnel Manager a statement signed by each of its employees who are assigned to perform the Services under this Agreement certifying receipt of City's Harassment Policy and certifying that they have read the Harassment Policy. A finding by the City that any of Consultant's employees has harassed a City employee shall be grounds for appropriate discipline, up to and including such employee's removal from performance of this Agreement at City's request.

3.29 Delivery of Notices.

All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

CITY:	CONSULTANT:
City of Ontario	KWWA Architecture
303 East “B” Street	9650 Telstar Ave, Unit A-119
Ontario, CA 91764	El Monte, CA 91731
Attn: Adrian Escamilla, Design and Construction	Attn: Wing Wong, Principal

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.30 Time of Essence.

Time is of the essence for each and every provision of this Agreement.

3.31 City’s Right to Employ Other Consultants.

City reserves right to employ other consultants, including designers, in connection with this Project or other projects.

3.32 Prohibited Interests.

3.32.1 Solicitation. Consultant maintains and warrants that it has not employed

nor retained any company or person, other than a bona fide employee working solely for

Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability.

3.32.2 Conflict of Interest. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.33 Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or any other classification protected by federal or state law. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.34 Labor Certification.

By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.35 Subcontracting.

As specified in this Agreement, Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to each and every provision of this Agreement.

3.36 Supplemental Conditions.

Any supplemental conditions shall be attached as an exhibit to this Agreement, and that exhibit shall be incorporated herein by reference.

3.37 Entire Agreement.

This Agreement, with its exhibits, contains the entire agreement of the Parties hereto, and supersedes any and all other prior or contemporaneous negotiations, understandings and oral or written agreements between the Parties hereto. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which

are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.

SIGNATURES ON FOLLOWING PAGE

SIGNATURE PAGE FOR DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND KWWA ARCHITECTURE

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

KWWA ARCHITECTURE

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED]

EXHIBIT "A"
SCOPE OF SERVICES

1. GENERAL REQUIREMENTS.

1.1 Basic Services. Consultant agrees to perform all the necessary professional architectural, engineering (e.g. mechanical, electrical, plumbing, structural, site engineering, and any other necessary engineering services mutually agreeable to the Parties) and construction administration services for the Project in a timely and professional manner, consistent with the standards of the profession, including those provided for herein.

1.2 Exclusions from Basic Services. The following services shall be excluded from the basic services listed above: **Exclusions will be determined on a project-by-project basis.**

1.3 Additional Services. Consultant shall perform the following Additional Services for the Project: **Additional Services will be determined on a project by project.**

1.4 Communication with City. Consultant shall participate in consultations and conferences with authorized representatives of City and/or other local, regional, or state agencies concerned with the Project, which may be necessary for the completion of the Project or the development of the drawings, specifications and documents in accordance with the applicable standards and requirements of law and the City. Such consultations and conferences shall continue throughout the planning and construction of the Project and the contractor's warranty period. Consultant shall take direction only from the City's Representative, or any other representative specifically designated by the City for this Project, including any construction manager hired by the City.

1.5 Coordination and Cooperation with Construction Manager. The City may hire a construction manager to administer and coordinate all or any part of the Project on its behalf. If the City does so, it shall provide a copy of its agreement with the construction manager so that the Consultant will be fully aware of the duties and responsibilities of the construction manager. The Consultant shall cooperate with the construction manager and respond to any requests or directives authorized by the City to be made or given by the construction manager. The Consultant shall request clarification from the City in writing if the Consultant should have any questions regarding the authority of the construction manager.

2. INITIAL PLANNING PHASE.

During the initial planning phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

2.1 Project Feasibility. Provide advice and assistance to City in determining the feasibility of the Project, analysis of the type and quality of materials and construction to be selected, the site location, and other initial planning matters.

2.2 Meeting Budget and Project Goals. Consultant shall notify City in writing of

potential complications, cost overruns, unusual conditions, and general needs that potentially impact the Project budget and time line, including the City's Preliminary Construction Budget. Consultant shall use its best judgment in determining the balance between the size, type and quality of construction to achieve a satisfactory solution within the Project's budget and construction allowance. It shall be the duty of the Consultant to design the Project within budget. As discussed herein, including in Section 7.3, if the lowest responsive and responsible bid for the Project exceeds the budget by the stated amount, Consultant may be required to make the necessary changes in the drawing and specifications, at its sole cost and expense, to bring the bids within the required budget.

2.3 Permits, Approvals and Authorizations. As indicated in Section 3.5.4 of the Agreement, Consultant shall assist City in securing easements, encroachment permits, rights of way, dedications, infrastructures and road improvements, as well as coordinating with utilities and adjacent property owners.

3. SCHEMATIC PLAN PHASE.

During the schematic plan phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

3.1 Funding Documents. Consultant shall provide a site plan and all other Project-related information necessary and required for an application by City to any federal, state, regional, or local agencies for funds to finance the construction Project.

3.2 Schematic Plans. In cooperation with City, Consultant shall prepare preliminary plans and studies, schematic drawings, site utilization plans, and phasing plans showing the scale and relationship of the components of the Project, the plot plan development at the site, and the proposed architectural concept of the buildings ("Schematic Plans"). Consultant shall incorporate the functional requirements of City into the Schematic Plans. The Schematic Plans shall meet all laws, rules and regulations of the State of California. The Schematic Plans shall show all rooms incorporated in each building of the Project in single-line drawings, and shall include all revisions required by City or by any federal, state, regional or local agency having jurisdiction over the Project. All architectural drawings for the Project shall be in a form suitable for reproduction.

3.3 Preliminary Project Budget. Consultant shall use the City's Preliminary Construction Budget and its own expertise and experience with the Project to establish a preliminary project budget or allowance in a format required by City ("Consultant's Preliminary Project Budget"). The purpose of the Consultant's Preliminary Project Budget is to show the probable Project cost in relation to City's Preliminary Construction Budget and the construction standards of any applicable funding agency. If Consultant perceives site considerations which render the Project expensive or cost prohibitive, Consultant shall disclose such conditions in writing to City immediately. As discussed herein, including in Section 7.3, if the lowest responsive and responsible bid for the Project exceeds the budget by more than the stated amount, Consultant may be required to make the necessary changes in the drawings and specifications, at its sole cost and expense, to bring the bids within the required budget Consultant shall provide a preliminary written time schedule for the performance of all construction work on the Project.

3.4 Copies of Schematic Plans and Other Documents. Consultant, at its own expense, shall provide a complete set of the Schematic Plans described herein for City's review and approval. Additionally, at City's expense, Consultant shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project. Any

additional copies required by City shall be provided at actual cost to City.

4. DESIGN DEVELOPMENT PHASE.

During the design development phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

4.1 Design Development Documents. Once City provides Consultant with specific written approval of the Schematic Plans described herein, Consultant shall prepare design development documents consisting of: (1) site and floor plans; (2) elevations; and (3) any other drawings and documents sufficient to fix and describe the types and makeup of materials, as well as the size and character of the Project's structural, mechanical and electrical systems, and to outline the Project specifications ("Design Development Documents"). The Design Development Documents shall be prepared in sufficient form to present to the City Council for approval.

4.2 Copies of Design Development and Other Documents. Consultant, at its own expense, shall provide a complete set of the Design Development Documents described herein for City's review and approval. Additionally, at City's expense, Consultant shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project. Any additional copies required by City shall be provided at actual cost to City.

4.3 Updated Project Budget. Consultant shall use its Preliminary Project Budget and expertise and experience with the Project to establish an updated estimate of probable construction costs, containing detail consistent with the Design Development Documents as set forth herein and containing a breakdown based on types of materials and specifications identified herein ("Consultant's Updated Project Budget").

4.4 Timetable. Consultant shall provide a written timetable for full and adequate completion of the Project to City.

4.5 Application for Approvals. Consultant shall assist City in applying for and obtaining required approvals from all federal, state, regional or local agencies concerned with the Project. Consultant shall furnish and process all architectural and engineering information required to prepare and process applications to applicable utilities in order to secure priorities and materials, to aid in the construction of the Project and to obtain final Project approval and acceptance by any of the above agencies as may be required.

4.6 Color and Other Aesthetic Issues. Consultant shall provide, for City's review and approval, a preliminary schedule of all color materials and selections of textures, finishes andother matters involving an aesthetic decision about the Project.

5. FINAL WORKING DRAWINGS AND SPECIFICATIONS.

During the final working drawings and specifications phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

5.1 Final Working Drawings and Specifications. Once City provides Consultant with specific written approval of the Design Development Documents described herein, Consultant shall prepare such complete working drawings and specifications as are necessary for developing complete bids and for properly executing the Project work in an efficient and thorough manner ("Final Working Drawings and Specifications"). Such Final Working Drawings and Specifications

shall be developed from the Schematic Plans and Design Development Documents approved by City. The Final Working Drawings and Specifications shall set forth in detail all of the following: (1) the Project construction work to be done; (2) the materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical, and electrical systems; and (3) the utility service connection equipment and site work. As indicated in Section 3.9.2 of the Agreement, City may be requested to supply Consultant with the necessary information to determine the proper location of all improvements on and off site, including recorddrawings ("as-built drawings") in City's possession. Consultant will make a good-faith effort to verify the accuracy of such information by means of a thorough interior and exterior visual surveyof site conditions. City shall also make a good-faith effort to verify the accuracy of the as-built drawings and provide any supplemental information to Consultant which may not be shown on the as-built drawings.

5.2 Form. The Final Working Drawings and Specifications must be in such form as will enable Consultant and City to secure the required permits and approvals from all federal, state, regional or local agencies concerned with the Project. In addition, the Final Working Drawings and Specifications must be in such form as will enable City to obtain, by competitive bidding, a responsible and responsive bid within the applicable budgetary limitations and cost standards. The Final Working Drawings and Specifications shall be clear and legible so that uniform copies may be on standard architectural size paper, properly indexed and numbered, andshall be capable of being clearly copied and assembled in a professional manner by Consultant.

5.3 Approval and Revisions. City shall review, study, and check the Final Working Drawings and Specifications presented to it by Consultant, and request any necessary revisions or obtain any necessary approvals by the City Council, subject to the approval of all federal, state, regional or local agencies concerned with the Project. Consultant shall make all City-requested changes, additions, deletions, and corrections in the Final Working Drawings and Specifications at no additional cost, so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, or inconsistent with earlier City direction or Consultant's professional judgment. Consultant shall bring any such conflicts and/or inconsistencies to the attention of City. The Parties agree that Consultant, and not the City, possesses the requisite expertise to determine the constructability of the Final Working Drawings and Specifications. However, the City reserves the right to conduct one or more constructability review processes with the Final Working Drawings and Specifications, and to hire an independent architect or other consultant to perform such reviews. Any such independent constructability review shall be at City's expense. Consultant shall make all City-requested changes, additions, deletions, and corrections in the Final Working Drawings and Specifications which may result from any constructability review, at no additional cost to the City, so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, or inconsistent with earlier City direction or Consultant's professional judgment. If such changes, additions, deletions or corrections are inconsistent with prior City direction, Consultant shall make such alterations and be compensated therefore pursuant to the Additional Services provision of this Agreement.

5.4 Costs of Construction. It is understood by Consultant that should the Final Working Drawings and Specifications be ordered by City, City shall specify the sum of money set aside to cover the total cost of construction of the work, exclusive of Consultant's fees. Should it become evident that the total construction cost will exceed the specified sum, Consultant shall at once present a statement in writing to the City's Representative setting forth this fact and giving a full statement of the cost estimates on which the conclusion is based.

5.5 Copies of Final Working Drawings and Specifications and Other Documents. Consultant, at its own expense, shall provide a complete set of the Final Working Drawings and

Specifications described herein for City's review and approval. Additionally, at City's expense, Consultant shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project. Any additional copies required by City shall be provided at actual cost to City.

6. CONSTRUCTION CONTRACT DOCUMENTS.

During the construction contract documents phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

6.1 Bid and Contract Documents. If so required by City, Consultant shall assist City in the completion of all bid and construction documents, including but not limited to, the Notice Inviting Bids, Instructions to Bidders, Contract Bid Forms (including Alternate Bids as requested by City), `Contract, General Conditions, Supplementary General Conditions, Special Conditions, DVBE and other applicable affirmative action documents, Performance Bond, Payment Bond, Escrow Agreement for Security Deposits, and any other certifications and documents required by federal, state and local laws, rules and regulations which may be reasonably required in order to obtain bids responsive to the specifications and drawings. All such documents shall be subject to the approval of City and City's legal counsel.

6.2 Final Estimate. At the time of delivery of these bid and construction documents, which shall include the Final Working Drawings and Specifications (collectively referred to herein as the "Construction Documents"), Consultant shall provide City with its final estimate of probable construction cost ("Consultant's Final Estimate"). As discussed herein, including in Section 7.3, it shall be the Consultant's duty to design the Project within budget.

7. BID PHASE.

During the bid phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

7.1 Reproducible Construction Documents. Once City provides Consultant with specific written approval of the Construction Documents and Consultant's Final Estimate, Consultant shall provide to City one set of reproducible Construction Documents.

7.2 Distribution of Contract Documents and Review of Bids. Consultant shall assist City in distributing the Construction Documents to bidders and conducting the opening and review of bids for the Project.

7.3 Over Budget. If the apparent lowest responsive and responsible bid on the Project exceeds the Consultant's Final Estimate by more than five percent (5%), City may request Consultant to amend, at Consultant's sole cost and expense, the Final Drawings and Specifications in order to rebid the Project and receive a lowest responsive and responsible bid equal to or less than the Consultant's Final Estimate. All revisions necessary to bring the lowest responsible and responsive bid within the Consultant's Final Estimate, including any omissions, deferrals or alternates, shall be made in consultation with, and subject to the approval of, the City.

8. CONSTRUCTION PHASE.

During the construction phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

8.1 Observation. The Project Consultant shall observe work executed from the Final Working Drawings and Specifications in person, provided that City may, in its discretion, consent to such observation by another competent representative of Consultant.

8.2 General Administration. Consultant shall provide general administration of the Construction Documents and the work performed by the contractors.

8.3 Pre-Construction Meeting. Consultant shall conduct one or more pre-construction meetings, as the City determines is needed for the Project, with all interested Parties.

8.4 Site Visits of Contractor's Work. Consultant shall conduct site visits to observe each contractors' work for general conformance with the Construction Documents and with any approved construction schedules or milestones. Such site visits shall be conducted as often as are necessary and appropriate to the stage of construction, according to the City's sole discretion, but in no event less than weekly.

8.5 Site Visits of Inspector's Work. Consultant shall conduct site visits to communicate and observe the activities of the City inspectors. Such site visits shall be conducted as often as is mutually acceptable to Consultant and City. Consultant shall direct the City inspectors and the Project contractors to coordinate the preparation of record drawings indicating dimensions and location of all "as-built" conditions, including but not limited to, underground utility lines.

8.6 Coordination of Subconsultants. Consultant shall cause all architects, engineers and other consultants, as may be hired by Consultant or City, to observe the work completed under their disciplines as required, and approve and review all test results for general conformance with the Construction Documents.

8.7 Reports. Consultant shall make regular reports as may be required by applicable federal, state or local laws, rules or regulations, as well as the federal, state, regional or local agencies concerned with the Project.

8.8 Construction Meetings; Minutes. Consultant shall attend all construction meetings and provide written reports/minutes to the City after each construction meeting in order to keep City informed of the progress of the work. Such meetings shall occur at a frequency necessary for the progress of the Project work, according to the City's sole discretion, but no less than weekly.

8.9 Written Reports. Consultant shall make written reports to City as necessary to inform City of problems arising during construction, changes contemplated as a result of each such problems, and progress of the Project work.

8.10 Written Records. Consultant shall keep accurate written records of the progress and quality of the Project work and the time schedules, and shall advise the contractors and City of any deviations from the time schedule which could delay timely completion of the Project.

8.11 Material and Test Reports. Consultant shall check and process, in a timely manner, all required material and test reports for the Project work. In addition, Consultant shall provide notice of any deficiencies in material or work reflected in such reports, as well as its recommendation for correction of such deficiencies, to the contractors and City.

8.12 Review and Response to Submissions. Consultant shall review and respond, in a timely manner, to all schedules, submittals, shop drawings, samples, information requests, change requests, and other submissions of the contractor and subcontractors for compliance with, or alterations and additions to, the Construction Documents. Consultant's review and response shall be done in such a manner so as to ensure the timely and uninterrupted progress of the Project work.

8.13 Rejection of Work. Consultant shall promptly reject, as discussed with City, work or materials which do not conform to the Construction Documents. Consultant shall immediately notify the City and contractor(s) of such rejections. Consultant shall also have the authority to recommend to the City that additional inspection or testing of the work be performed, whether or not such work is fabricated, installed or completed.

8.14 Substitutions. Consultant shall consult with City, in a timely manner, with regard to substitution of materials, equipment and laboratory reports thereof, prior to the City's final written approval of such substitutions. Consultant's consultation shall be done in such a manner so as to ensure the timely and uninterrupted progress of the Project work.

8.15 Revised Documents and Drawings. Consultant shall prepare, at no additional expense to City, all documents and/or drawings made necessary by errors and omissions in the originally approved Construction Documents.

8.16 Change Requests and Material Changes. Consultant shall evaluate and advise City, in a timely manner and in writing, of any change requests and material change(s) which may be requested or necessary in the Project plans and specifications. Consultant shall provide the City with its opinion as to whether such change requests should be approved, denied or revised. If the City has not hired a construction manager or other person to do so, the Consultant shall prepare and execute all change orders and submit them to the City for authorization. If the City has designated a construction manager or other person to prepare all change orders, the Consultant shall review all change orders prepared by such person, execute them and deliver them to the City for authorization if they meet with the Consultant's approval, or submit them to the City with recommendations for revision or denial if necessary. Consultant shall not order contractors to make any changes affecting the contract price without approval by City of such a written change order, pursuant to the terms of the Construction Documents. Consultant may order, on its own responsibility and pending City Council approval, changes necessary to meet construction emergencies, if written approval of City's Representative is first secured.

8.17 Applications for Payment. Consultant shall examine, verify and approve contractor's applications for payment, and shall issue certificates for payment in amounts approved by the City's inspector.

8.18 Final Color and Product Selection. Consultant shall coordinate final color and product selection with City's original design concept.

8.19 Substantial Completion. Consultant shall determine the date of substantial completion, in consultation with the City.

8.20 Punch List. After determining that the Project is substantially complete, Consultant shall participate in the inspection of the Project and shall review all remaining deficiencies and minor items needed to be corrected or completed on the Project, including those identified on the punch list prepared by the contractor ("Punch List Items"). Consultant shall notify

contractor in writing that all Punch List Items must be corrected prior to final acceptance of the Project and final payment. Consultant shall also notify City of all Punch List Items.

8.21 Warranties. Consultant shall review materials assembled by the contractor and subcontractors with regard to all written warranties, guarantees, owners' manuals, instruction books, diagrams, record "as built" drawings, and any other materials required from the contractors and subcontractors pursuant to the Construction Documents. Consultant shall coordinate and provide these materials to the City.

8.22 Certificate of Completion. Consultant shall participate in any further inspections of the Project necessary to issue Consultant's Certificate of Completion and final certificate for payment.

8.23 Documents for Project Close-Out. Consultant shall cause all other architects, engineers and other consultants, as may be hired by Consultant, to file any and all required documentation with the City or other governmental authorities necessary to close out the Project. Consultant shall assist the City in obtaining such documentation from all other architects, engineers, or other consultants.

9. AS-BUILT DRAWINGS.

During the as-built drawings phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

9.1 As-Built Drawings and Specifications. Not later than thirty (30) days after substantial completion of the Project, before receipt of final payment, Consultant shall review and forward the Final Working Drawings and Specifications, indicating on them all changes made by change orders or otherwise pursuant to the Construction Documents, as well as all information called for on the specifications, thus producing an "as-built" set of Final Working Drawings and Specifications ("As-Built Drawings and Specifications"). The As-Built Drawings and Specifications shall show, among other things, the location of all concealed pipe, buried conduit runs and other similar elements within the completed Project. Consultant shall personally review and certify that the As-Built Drawings and Specifications are a correct representation of the information supplied to Consultant by any inspectors and the contractor, and shall obtain certifications from any inspectors and the contractor that the drawings are correct.

9.2 Approval. Once City provides Consultant with specific written approval of the As-Built Drawings and Specifications, Consultant shall forward to City the complete set of original As-Built Drawings and Specifications or a complete set of reproducible duplicate As-Built Drawings and Specifications. The tracing shall be of such quality that clear and legible prints maybe made without appreciable and objectionable loss of detail.

9.3 Documents for Final Payment. Prior to the receipt of Consultant's final payment, Consultant shall forward to City all of the following: (1) one clear and legible set of reproductions of the computations; (2) the original copy of the specifications; (3) the As-Built Drawings and Specifications as required herein; and (4) Consultant's Certificate of Completion.

10. WARRANTY PERIOD.

During the warranty period phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

10.1 Advice. Consultant shall provide advice to City on apparent deficiencies in the Project during any applicable warranty periods for the Project.

EXHIBIT "B"
FEE AND PHASING/FUNDING SCHEDULES

1. FEE SCHEDULE.

Consultant will invoice City on a monthly cycle based on the following fee schedule. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each phase and the total amount spent against the Total Compensation. Consultant will inform City regarding any out-of-scope work being performed by Consultant for which Consultant intends to seek compensation from City.

2. PHASING/FUNDING SCHEDULE.

Progress payments towards Total Compensation shall never exceed the following percentages of Total Compensation as of the phase indicated:

HOURLY RATE SCHEDULE:

Based on the delineated scope of work and assumptions, the fee for professional services, inclusive of team coordination, is proposed on a fixed fee basis as outlined below. The fixed hourly rates shall remain valid for a period of three (3) years, with the option to renew for two (2) consecutive one-year terms. Pricing for the optional years will be subject to negotiation, with any proposed fee adjustments not exceeding a maximum of five percent (5%) annually.

Item Num	Section	Item Description	Unit of Measure	Quantity	Rate
1	Section 1	Principal	Hourly	1	300
2	Section 1	Project Architect	Hourly	1	260
3	Section 1	Project Manager	Hourly	1	260
4	Section 1	Job Captain	Hourly	1	170
5	Section 1	Engineer	Hourly	1	190
6	Section 1	Designer	Hourly	1	160
7	Section 1	CAD	Hourly	1	130
8	Section 1	Clerical	Hourly	1	85
9	Section 1	Vehicle Mileage	Mile	1	0.55
10	Section 1	Cost Estimate	Hourly	1	220

Reimbursable expenses, delineated as charges supplementary to the fee for Professional Services, shall be invoiced on a monthly basis at cost, along with a 15% administrative mark-up. These expenses encompass various items such as travel-related costs (including rental car or transportation, mileage, hotel accommodations, parking, gas, and meals), reproduction and photographic services, large format plotting, delivery and mail services, and other applicable expenses as permitted by the Owner's Master Agreement, if provided.

I. The Owner is responsible for the direct payment of all requisite agency fees associated with the project. Upon the Owner's request, KWWA Architecture may facilitate payment for plan review fees as a reimbursable expense in addition to those estimated within this proposal. Permit fees will be invoiced at cost, along with a 15% administrative mark-up.

II. Hourly rates for architectural services are encompassed within this proposal.

III. KWWA Architecture retains the prerogative to allocate architectural hours against any unused consultant allowances and/or previous phases, adhering to the budgeted limit.

IV. This proposal maintains its validity for a duration of three (3) years.

PAYMENT SCHEDULE:

1	Initial Planning Phase	20%
2	Schematic Plan Phase	20%
3	Design Development Phase	20%
4	Final Working Drawings, Construction Contract Documents & Specifications Phase	20%
5	Agency and Bidding Phase	10%
6	Construction Administration Phase	5%
7	As-Built Drawings and Warranty Period Phase	5%
	Project Total	100%

1. KWWA shall issue monthly invoices corresponding to the percentage of work completed within each month. Consultant payments will be promptly disbursed upon receipt of payment. The City of Ontario is required to notify us within five (5) days of invoice receipt should any discrepancies or inquiries arise; payments are expected to be settled within a net 30-day timeframe. Late payment fees at a rate of 3% per month will be applied to overdue invoices.

2. KWWA will undertake the specified work for the City of Ontario under a lump sum total, inclusive of service fees from our designated consultants. Our fees are determined based on project area calculations and the outlined scope of work. Any modifications to the project area will prompt corresponding adjustments to our fee structure, reflecting approved revisions.

3. Billing encompasses all routine expenditures, including meetings, documentation, communication, coordination, accounting, travel, and any other associated administrative costs.

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

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
DESIGN SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into as of_____, by and between the City of Ontario, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City"), and **Architecture Plus, Inc.**, a corporation with its principal place of business at **1045 Foothill Blvd. La Canada, California 91011** (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referredto herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 City. City is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Consultant**.** Consultant desires to perform and assume responsibility for the provision of certain professional architectural design services requiredby the City on the terms and conditions set forth in this Agreement. Consultant warrants that it isfully licensed, qualified, and willing to perform the services required by this Agreement; provided, however, that if Consultant is a corporation or other organization, the Project Consultant designated pursuant to Section 3.2, and not the Consultant itself, shall be fully licensed to practiceas an architect in the State of California.

2.3 Project**.** City desires to engage Consultant to render such services for **the On-Call Retail Architect Design Services** ("Project") as set forth in this Agreement.

3. TERMS

3.1 Employment of Consultant.

3.1.1 Scope of Services. Consultant promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional architectural and related services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement

(hereinafter referred to as "Services"). The Services are more particularly described throughout this Agreement, including Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordancewith, this Agreement, any exhibits attached hereto and incorporated herein by reference, and allapplicable local, state and federal laws, rules and regulations. All Services performed by Consultant shall be subject to the sole and discretionary approval of the City, which approval shallnot be unreasonably withheld.

3.1.2 Term. The term of this Agreement shall be from **July 16, 2024** to **July 16, 2027**, The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than **two** additional one-year terms unless earlier terminated as provided herein. Consultant shall complete the Services within the term of agreement and shall meet any other established scheduled and deadlines.

3.2 Project Consultant; Key Personnel.

3.2.1 Retail Architect. Consultant shall name a specific individual to act as Project Consultant, subject to the approval of City. Consultantthereby designates **Greg Powell (License No. #C28099)** to act as the Retail Architect for the Project. The Architect shall: (1) maintain oversight of the Services; (2) have full authority to represent and act on behalf of the Consultant for all purposes under thisAgreement; (3) supervise and direct the Services using his or her best skill and attention; (4) be responsible for the means, methods, techniques, sequences and procedures used for theServices; (5) adequately coordinate all portions of the Services; and (6) act as principal contact with y and all contractors, consultants, engineers and inspectors on the Project. Any change in the Retail Architect shall be subject to the City's prior written approval, which approval shall not be unreasonably withheld. The new Retail Architect shall be of at least equal competence as the prior Retail Architect. In the event that City and Consultant cannotagree as to the substitution of a new Retail Architect. City shall be entitled to terminate this Agreement for cause.

3.2.2 Key Personnel. In addition to the Retail Architect, Consultant has represented to the City that certain additional key personnel, engineers and consultants will perform the Services under this Agreement. Should one or more of such personnel, engineers or consultants become unavailable, Consultant may substitute others of atleast equal competence upon written approval of the City. In the event that City and Consultant cannot agree as to the substitution of key personnel, engineers or consultants, City shall be entitled to terminate this Agreement for cause. The key additional personnel, engineers and consultants for performance of this Agreement are as follows: **Greg Powell, Architect**

3.3 Hiring of Consultants and Personnel.

3.3.1 Right to Hire or Employ. Consultant shall have the option, unless City objects in writing after notice, to employ at its expense architects, engineers, experts or other consultants qualified and licensed to render services in connection with the planning and/or administration of the Project, and to delegate to them such duties as Consultant may delegate without relieving Consultant from administrative or other responsibility under this Agreement. Consultant shall be responsible for the coordination and cooperation of Consultant's architects, engineers, experts or other consultants. All consultants, including changes in consultants, shall be subject to approval by City in its sole and reasonable discretion. Consultant shall notify City of the identity of all consultants at least fourteen (14) days prior to their commencement of work

to allow City to review their qualifications and approve to their participation on the Project in its sole and reasonable discretion.

3.3.2 Qualification and License. All architects, engineers, experts and other consultants retained by Consultant in performance of this Agreement shall be qualified to perform the Services assigned to them, and shall be licensed to practice in their respective professions, where required by law.

3.3.3 Standards and Insurance. All architects, engineers, experts and other consultants hired by Consultant shall be required to meet all of the same standards and insurance requirements set forth in this Agreement, unless other standards or requirements are approved by the City in writing. Unless changes are approved in writing by the City, Consultant's agreements with its consultants shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.3.4 Assignments or Staff Changes. Consultant shall promptly obtain written City approval of any assignment, reassignment or replacement of such architects, engineers, experts and consultants, or of other staff changes of key personnel working on the Project. As provided in the Agreement, any changes in Consultant's consultants and key personnel shall be subject to approval by City.

3.3.5 Draftsman and Clerical Support. Draftsmen and clerical personnel shall be retained by Consultant at Consultant's sole expense.

3.4 Standard of Care.

3.4.1 Standard of Care. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform the Services in the same discipline in the State of California, and shall be responsible to City for damages sustained by the City and delays to the Project as specified in the indemnification provision of this Agreement. Without limiting the foregoing, Consultant shall be fully responsible to the City for any increased costs incurred by the City as a result of any such delays in the design or construction of the Project. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants and represents that all of its employees, architects, engineers, experts and other consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees, architects, engineers, experts and other consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services assigned to or rendered by them and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein.

3.4.2 Performance of Employees. Any employee or consultant who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee or

consultant who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.5 Laws and Regulations.

3.5.1 Knowledge and Compliance. Consultant shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Services or the Project, and shall give all notices required of the Consultant by law. Consultant shall be liable, pursuant to the standard of care and indemnification provisions of this Agreement, for all violations of such laws and regulations in connection with its Services. Consultant shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.5.2 Drawings and Specifications. Consultant shall cause all drawings and specifications to conform to any applicable requirements of federal, state and local laws, rules and regulations, including the Uniform Building Code, in effect as of the time the drawings and specifications are prepared or revised during the latest phase of the Services described in Exhibit "A" attached hereto. Any significant revisions made necessary by changes in such laws, rules and regulations after this time may be compensated as Additional Services which were not knownor reasonably should not have been known by Consultant. Consultant shall cause the necessary copies of such drawings and specifications to be filed with any governmental bodies with approval jurisdiction over the Project, in accordance with the Services described in Exhibit "A" attached hereto. For the preparation of all such drawings and specifications, the Consultant shall use Computer Aided Design Drafting ("CADD") (e.g., AutoCAD) or other technology acceptable to the Consultant and City.

3.5.3 Americans with Disabilities Act. Consultant will use its best professional efforts to interpret all applicable federal, state and local laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act ("ADA"). Consultant shall inform City of the existence of inconsistencies of which it is aware or reasonably should be aware between federal and state accessibility laws, rules and regulations, as well as any other issues which are subject to conflicting interpretations of the law, and shall provide the City with its interpretation of such inconsistencies and conflicting interpretations. Unless Consultant brings such inconsistencies and conflicting interpretations to the attention of the City and requests City's direction on how to proceed, the Consultant's interpretation of such inconsistencies and conflicting interpretations shall be the sole responsibility and liability of Consultant, and the Consultant shall correct all plans, specifications and other documents prepared for the Project at no additional cost if its interpretations are shown to be incorrect. In the event that the Consultant request's City's direction on how to proceed with respect to any inconsistent and/or conflicting interpretation, the Consultant shall be responsible to the City only pursuant to the indemnification provisions of this Agreement.

3.5.4 Permits, Approvals and Authorizations. Consultant shall provide City witha list of all permits, approvals or other authorizations required for the Project from all federal, stateor local governmental bodies with approval jurisdiction over the Project. Consultant shall then assist

the City in obtaining all such permits, approvals and other authorizations. The costs of such permits, approvals and other authorizations shall be paid by the City.

3.5.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq*.); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant shall additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. Failure to comply with laws, regulations, and ordinances listed in this Section is a violation of federal and state law.

3.6 Independent Contractor.

3.6.1 Control and Payment of Subordinates. City retains Consultant on an independent contractor basis and Consultant is not an employee of City. Consultant is not an employee for state tax, federal tax or any other purpose, and is not entitled to the rights or benefits afforded to City's employees. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City, and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.7 Schedule of Services.

3.7.1 Consultant Services. Consultant shall fully and adequately complete the Services described in this Agreement and in Exhibit "A" attached hereto and incorporated herein by reference.

3.7.2 Timely Performance Standard. Consultant shall perform all Services hereunder as expeditiously as is consistent with professional skill and care, as well as the orderly progress of the Project work so as not to be the cause, in whole or in part, of delays in the completion of the Project or in the achievement of any Project milestones, as provided herein. Specifically, Consultant shall perform its Services so as to allow for the full and adequate completion of the Project within the time required by the City and within any completion schedules adopted for the Project. Consultant agrees to coordinate with City's staff, contractors and consultants in the performance of the Services, and shall be available to City's staff, contractors and consultants at all reasonable times.

3.7.3 Performance Schedule. Consultant shall prepare an estimated time schedule for the performance of Consultant's Services, to be adjusted as the Project proceeds. Such schedule shall be subject to the City's review and approval, which approval shall not be unreasonably withheld, and shall include allowances for periods of time required for City's review and approval of submissions, and for approvals of authorities having jurisdiction over Project

approval and funding. If City and Consultant cannot mutually agree on a performance schedule, City shall have the authority to immediately terminate this Agreement. The schedule shall not be exceeded by Consultant without the prior written approval of City. If the Consultant's Services are not completed within the time provided by the agreed upon performance schedule, or any milestones established therein, it is understood, acknowledged and agreed that the City will suffer damage for which the Consultant will be responsible.

3.7.4 Excusable Delays. Any delays in Consultant's work caused by the following may be added to the time for completion of any obligations of Consultant: (1) the actionsof City or its employees; (2) the actions of those in direct contractual relationship with City; (3) theactions of any governmental agency having jurisdiction over the Project; (4) the actions of any parties not within the reasonable control of the Consultant; and (5) any Force Majeure Event (asdefined herein) or other unforeseen occurrence not due to any fault or negligence on the part of Consultant. Neither the City nor the Consultant shall be liable for damages, liquidated or otherwise, to the other on account of such delays.

3.7.5 Force Majeure Events. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the Services and Agreement. Should a Force Majeure Event occur, the non-performing Party shall, within fifteen (15) calendar days of the beginning of an Force Majeure Event, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.7.6 Request for Excusable Delay Credit. The Consultant shall, within fifteen (15) calendar days of the beginning of any excusable delay, notify the City in writing of the causes of delay (unless City grants in writing a further period of time to file such notice prior to the date of final payment under the Agreement). City will then ascertain the facts and the extent of the delay, and grant an extension of time for completing the Services when, in its sole judgment, the findings of fact justify such an extension. The City's findings of fact thereon shall be final and conclusive on the Parties. Extensions of time shall apply only to that portion of the Services affected by the delay and shall not apply to other portions of the Services not so affected. The sole remedy of Consultant for extensions of time shall be an extension of the performance time at no cost to the City. If Additional Services are required as a result of an excusable delay, the Parties shall mutually agree thereto pursuant to the Additional Services provision of this Agreement. Should Consultant make an application for an extension of time, Consultant shall submit evidence that the insurance policies required by this Agreement remain in effect during

the requested additional period of time.

3.8 Additional Services.

3.8.1 Request for Services. At City's request, Consultant may be asked to perform services not otherwise included in this Agreement, not included within the basic services listed in Exhibit "A" attached hereto, and/or not customarily furnished in accordance with generally accepted architectural practice.

3.8.2 Definition. As used herein, "Additional Services" mean: (1) any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary for the Consultant to perform at the execution of this Agreement; or (2) any work listed as Additional Services in Exhibit "A" attached hereto. Consultant shall not perform, nor be compensated for, Additional Services without prior written authorization from City and without an agreement between the City and Consultant as to the compensation to be paid for such services. City shall pay Consultant for any approved Additional Services, pursuant to the compensation provisions herein, so long as such services are not made necessary through the fault of Consultant pursuant to the indemnification provision of this Agreement.

3.8.3 Examples of Additional Services. Such Additional Services shall notinclude any redesign or revisions to drawings, specifications or other documents when such revisions are necessary in order to bring such documents into compliance with applicable laws, rules, regulations or codes of which Consultant was aware or should have been aware pursuantto the laws and regulations provision of this Agreement above. Such Additional Services may include, but shall not be limited to:

(a) Separately Bid Portions of Project. Plan preparation and/or administration of work on portions of the Project separately bid.

(b) Furniture and Interior Design. Assistance to City, if requested, for the selection of moveable furniture, equipment or articles which are not included in the Construction Documents.

(c) Fault of Contractor. Services caused by delinquency, default or insolvency of contractor, or by major defects in the work of the contractor, provided that any such services made necessary by the failure of Consultant to detect and report such matters when it reasonably should have done so shall not be compensated.

(d) Inconsistent Approvals or Instructions. Revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of Consultant.

(e) Legal Proceedings. Serving as an expert witness on City's behalf or attending legal proceedings to which the Consultant is not a party.

(f) Damage Repair. Supervision of repair of damages to any structure.

(g) Extra Environmental Services. Additional work required for environmental conditions (e.g. asbestos or site conditions) not already contemplated within the Consultant's services for the Project.

3.9 City Responsibilities. City's responsibilities shall include the following:

3.9.1 Data and Information. City shall make available to Consultant all necessary data and information concerning the purpose and requirements of the Project, including scheduling and budget limitations, objectives, constraints and criteria. As part of the budget limitation information, the City shall provide the Consultant with a preliminary construction budget ("City's Preliminary Construction Budget").

3.9.2 Project Survey. If required pursuant to the scope of the Project and if requested by Consultant, City shall furnish Consultant with, or direct Consultant to procure at City's expense, a survey of the Project site prepared by a registered surveyor or civil engineer, any other record documents which shall indicate existing structures, land features, improvements, sewer, water, gas, electrical and utility lines, topographical information and boundary dimensions of the site, and any other such pertinent information.

3.9.3 Bid Phase. Distribute Construction Documents to bidders and conduct the opening and review of bids for the Project.

3.9.4 Testing. Retain consultant(s) to conduct chemical, mechanical, soils, geological or other tests required for proper design of the Project, and furnish such surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known to determine soil condition or to ensure the proper development of the required drawings and specifications.

3.9.5 Required Inspections and Tests. Retain consultant(s) to conduct materials testing and inspection or environmental/hazardous materials testing and inspection pursuant to any applicable laws, rules or regulations.

3.9.6 Fees of Reviewing or Licensing Agencies. Directly pay or reimburse the payment of all fees required by any reviewing or licensing agency, or other agency having approval jurisdiction over the Project.

3.9.7 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. The City Manager hereby designates **Tito Haes, Executive Director Public Works**, or his or her designee, as the City's contact for the implementation of the Services hereunder. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.9.8 Review and Approved Documents. Review all documents submitted by Consultant, including change orders and other matters requiring approval by the City Council or other officials. City shall advise Consultant of decisions pertaining to such documents within a reasonable time after submission, so as not to cause unreasonable delay as provided in the excusable delay provisions of this Agreement above.

3.10 Compensation.

3.10.1 Consultant's Compensation for Basic Services. City shall pay to Consultant, for the performance of all Services rendered under this Agreement, the total not to exceed amount of **One Hundred Fifty Thousand Dollars** (**$150,000**) ("Total Compensation").

This Total Compensation amount shall be based upon, and may be adjusted according to, the fee schedule and related terms and conditions attached hereto as Exhibit "B" and incorporated herein by reference. The Total Compensation, as may be adjusted upon mutual agreement, shall constitute complete and adequate payment for Services under thisAgreement.

3.10.2 Payment for Additional Services. At any time during the term of this Agreement, City may request that Consultant perform Additional Services. As used herein, Additional Services means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Any additional work in excess of this amount must be approved by the City. If authorized, such Additional Services will be compensated at the rates and in the manner set forth in Exhibit "B" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the Parties. IfCity requires Consultant to hire consultants to perform any Additional Services, Consultant shall be compensated therefore at the rates and in the manner set forth in Exhibit "B" attached heretoand incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the Parties. City shall have the authority to review and approve the rates of any such consultants. In addition, Consultant shall be reimbursed for any expenses incurred by such consultants pursuant to the terms and conditions of Section 3.10.3.

3.10.3 Reimbursable Expenses. Reimbursable expenses are in addition to compensation for the Services and Additional Services. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, which approval may be evidenced by inclusion in Exhibit "B" attached hereto. Such reimbursable expenses shall include only those expenses which are reasonably and necessarily incurred by Consultant in the interest of the Project. Consultant shall be required to acquire prior written consent in order to obtain reimbursement for the following: (1) extraordinary transportation expenses incurred in connection with the Project; (2) out-of-town travel expenses incurred in connection with the Project; (3) fees paid for securing approval of authorities having jurisdiction over the Project; (4) bid document duplication costs in excess of $1,000; and (5) other costs, fees and expenses in excess of $1,000.

3.10.4 Payment to Consultant. Consultant's compensation and reimbursable expenses shall be paid by City to Consultant no more often than monthly. Such periodic payments shall be made based upon the percentage of work completed, and in accordance with the phasing and funding schedule provided in Exhibit "B" and the compensation rates indicated in Exhibit "B" attached hereto and incorporated herein by reference. In order to receive payment, Consultant shall present to City an itemized statement which indicates Services performed, percentage of Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. The amount paid to Consultant shall never exceed the percentage amounts authorized by the phasing and funding schedule located in Exhibit "B" attached hereto. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the Parties in a mutually agreeable manner.

Payments made for Additional Services shall be made in installments, not more often than monthly, proportionate to the degree of completion of such services or in such other manner as the Parties shall specify when such services are agreed upon, and in accordance with any authorized fee or rate schedule. In order to receive payment, Consultant shall present to City an

itemized statement which indicates the Additional Services performed, percentage of Additional Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Additional Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the Parties in a mutually agreeable manner.

Upon cancellation or termination of this Agreement, Consultant shall be compensated as set forth in the termination provision herein.

3.10.5 Withholding Payment to Consultant. The City may withhold payment, in whole or in part, to the extent reasonably necessary to protect the City from claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind to the extent arising out of or caused by the negligence, recklessness, or willful misconduct protected under the indemnification provisions of this Agreement. Failure by City to deduct any sums from a progress payment shall not constitute a waiver of the City's right to such sums. The City may keep any moneys which would otherwise be payable at any time hereunder and apply the same,or so much as may be necessary therefor, to the payment of any expenses, losses, or damagesas determined by the City, incurred by the City for which Consultant is liable under the Agreementor state law. Payments to the Consultant for compensation and reimbursable expenses due shallnot be contingent on the construction, completion or ultimate success of the Project. Payment tothe Consultant shall not be withheld, postponed, or made contingent upon receipt by the City of offsetting reimbursement or credit from Parties not within the Consultant's reasonable control.

3.10.6 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. **If** the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and **if** the total compensation is $1,000 or more, Consultant agrees to fully complywith and to require its consultants to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the Project site. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4. Consultant shall defend, indemnify and hold the City, itselected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure of the Consultant or its consultants to comply with the Prevailing Wage Laws.

(a) Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works project" of over $25,000 when the project is for construction,

alteration, demolition, installation, or repair work, or a public works project of over $15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the Department of Industrial Relations against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subconsultant.

3.11 Notice to Proceed.

Consultant shall not proceed with performance of any Services under this Agreement unless and until the City provides a written notice to proceed.

3.12 Termination, Suspension and Abandonment.

3.12.1 Grounds for Termination; Consultant's Termination for Cause. City hereby reserves the right to suspend or abandon, at any time and for any reason, all or any portion of the Project and the construction work thereon, or to terminate this Agreement at any time with or without cause. Consultant shall be provided with at least seven (7) days advanced written notice of such suspension, abandonment or termination. In the event of such suspension, abandonment or termination, Consultant shall be paid for Services and reimbursable expenses rendered up to the date of such suspension, abandonment or termination, pursuant to the schedule of payments provided for in this Agreement, less any claims against or damages suffered by City as a result of the default, if any, by Consultant. Consultant hereby expressly waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein, in the event of such suspension, abandonment or termination. Consultant may terminate this Agreement for substantial breach of performance by the City such as failure to make payment to Consultant as provided in this Agreement.

3.12.2 City's Suspension of Work. If Consultant's Services are suspended by City, City may require Consultant to resume such Services within ninety (90) days after written notice from City. When the Project is resumed, the Total Compensation and schedule of Services shall be equitably adjusted upon mutual agreement of the City and Consultant.

3.12.3 Documents and Other Data. Upon suspension, abandonment or termination, Consultant shall provide to City all preliminary studies, sketches, working drawings, specifications, computations, and all other Project Documents, as defined below, to which City would have been entitled at the completion of Consultant's Services under this Agreement. Upon payment of the amount required to be paid to Consultant pursuant to the termination provisions of this Agreement, City shall have the rights, as provided in this Agreement hereinafter, to use such Project Documents prepared by or on behalf of Consultant under this Agreement. Consultant shall make such documents available to City upon request and without additional compensation other than as may be approved as a reimbursable expense.

3.12.4 Employment of other Consultants. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.13 Ownership and Use of Documents; Confidentiality.

3.13.1 Ownership. All plans, specifications, original or reproducibletransparencies of working drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically orotherwise recorded on computer diskettes (hereinafter referred to as the "Project Documents") shall be and remain the property of City. Although the official copyright in all Project Documentsshall remain with the Consultant or other applicable subcontractors or consultants, the Project Documents shall be the property of City whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, Consultant shall provide to City copies of all Project Documents required by City. In addition, Consultant shall retain copies of all Project Documents on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment ofreasonable duplication costs. Before destroying the Project Documents following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.13.2 Right to Use. Consultant grants to City the right to use and reuse all or part of the Project Documents, at City's sole discretion and with no additional compensation to Consultant, for the following purposes:

(a) The construction of all or part of this Project.

(b) The repair, renovation, modernization, replacement, reconstruction or expansion of this Project at any time;

(c) The construction of another project by or on behalf of the City for its ownership and use;

City is not bound by this Agreement to employ the services of Consultant in the event such documents are used or reused for these purposes. City shall be able to use or reuse the Project Documents for these purposes without risk of liability to the Consultant or third parties with respect to the condition of the Project Documents, and the use or reuse of the Project Documents for these purposes shall not be construed or interpreted to waive or limit City's right to recover for latent defects or for errors or omissions of the Consultant.

Any use or reuse by City of the Project Documents on any project other than this Project without employing the services of Consultant shall be at City's own risk with respect to third parties. If City uses or reuses the Project Documents on any project other than this Project, it shall remove the Consultant's seal from the Project Documents and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Project Documents on such other project.

3.13.3 License. This Agreement creates a non-exclusive and perpetual license for

City to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein. Consultant shall require any and all subcontractors and consultants to agree in writing that City is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

3.13.4 Right to License. Consultant represents and warrants that Consultant has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Project Documents that Consultant prepares or causes to be prepared pursuant to this Agreement. Consultant shall indemnify and hold City harmless pursuant to the indemnification provisions of this Agreement for any breach of this Section. Consultant makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents that were prepared by design professionals other than Consultant and provided to Consultant by City.

3.13.5 Confidentiality. All Project Documents, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant to the extent they are not subject to disclosure pursuant to the Public Records Act. All Project Documents shall not, without the written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Project Documents to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the written consent of City.

3.14 Indemnification.

3.14.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

3.14.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.15 Insurance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurancerequired under this section.

3.15.1 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, Consultant shall, at its expense, procure and maintain infull force and effect for the duration of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

3.15.2 Additional Insured. The City of Ontario, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on Consultant's and its subconsultants' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

3.15.3 Commercial General Liability

(a) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(b) Coverage for Commercial General Liability insurance shall be at least as broad as the following: Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent. Commercial General Liability Insurance must include coverage for the following:

(i) Bodily Injury and Property Damage

(ii) Personal Injury/Advertising Injury

(iii) Premises/Operations Liability

(iv) Products/Completed Operations Liability

(v) Aggregate Limits that Apply per Project

(vi) Explosion, Collapse and Underground (UCX) exclusion deleted

(vii) Contractual Liability with respect to this Contract

(viii) Broad Form Property Damage

(ix) Independent Consultants Coverage

(c) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion

contrary to the Agreement.

(d) The policy shall give City, the City Council and each member of the City Council, its officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(e) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

3.15.4 Automobile Liability

(a) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(b) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(c) The policy shall give City, the City Council and each member of the City Council, its officers, employees, agents and City designated volunteers additional insured status.

(d) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

3.15.5 Workers' Compensation/Employer's Liability

(a) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(b) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this Section.

3.15.6 Professional Liability (Errors and Omissions)

(a) At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance

appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

3.15.7 Minimum Policy Limits Required

(a) The following insurance limits are required for the Agreement:

Coverage	Combined Single Limit
Commercial General Liability	$2,000,000 per occurrence/ $4,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	$2,000,000 per occurrence for bodily injury and property damage
Employer's Liability	$1,000,000 per occurrence
Professional Liability	$2,000,000 per claim and aggregate (errors and omissions)

(b) Defense costs shall be payable in addition to the limits.

(c) Requirements of specific coverage or limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

3.15.8 Evidence Required

(a) Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

3.15.9 Policy Provisions Required

(a) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultantshall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the termof this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of

cancellation or expiration.

(b) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

(c) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if thepolicy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

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

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

3.15.10 Qualifying Insurers

(a) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements: Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.15.11 Additional Insurance Provisions

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

(b) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary

and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(c) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(d) Neither the City nor the City Council, nor any member of the City Council, nor any of the officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

3.15.12 Subconsultant Insurance Requirements

(a) Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

3.16 Records.

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to thisAgreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

3.17 Standardized Manufactured Items.

Consultant shall cooperate and consult with City in the use and selection of manufactured items on the Project, including but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials and floor coverings. All such manufactured items shall be standardized to City's criteria to the extent such criteria do not interfere with building design.

3.18 Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described herein. Any additional or subsequent construction at the site of the Project, or at any other City site, will be covered by, and be the subject of, a separate Agreement for architectural services between City and the Consultant chosen therefor by City.

3.19 Mediation.

Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the Parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the Parties.

3.20 Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

3.21 Asbestos Certification.

Consultant shall certify to City, in writing and under penalty of perjury, that to the best of its knowledge, information and belief no asbestos-containing material or other material deemed to be hazardous by the state or federal government was specified as a building material in any construction document that the Consultant prepares for the Project. Consultant shall require all consultants who prepare any other documents for the Project to submit the same written certification. Consultant shall also assist the City in ensuring that contractors provide City with certification, in writing and under penalty of perjury, that to the best of their knowledge, information and belief no material furnished, installed or incorporated into the Project contains asbestos or any other material deemed to be hazardous by the state or federal government. These certifications shall be part of the final Project submittal. Consultant shall include statements in its specifications that materials containing asbestos or any other material deemed to be hazardous by the state or federal government are not to be included.

3.22 No Third Party Rights.

This Agreement shall not create any rights in, or inure to the benefits of, any third party except as expressly provided herein.

3.23 Governing Law.

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Venue shall be in San Bernardino County.

3.24 Exhibits and Recitals.

All exhibits and recitals contained herein and attached hereto are material parts of this Agreement and are incorporated as if fully set forth.

3.25 Severability.

Should any provision in the Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

3.26 Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

3.27 Safety.

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

3.28 Harassment Policy.

Consultant shall provide a copy of the City's Harassment Policy to each of its employees assigned to perform the tasks under this Agreement. Consultant shall submit to the City's Personnel Manager a statement signed by each of its employees who are assigned to perform the Services under this Agreement certifying receipt of City's Harassment Policy and certifying that they have read the Harassment Policy. A finding by the City that any of Consultant's employees has harassed a City employee shall be grounds for appropriate discipline, up to and including such employee's removal from performance of this Agreement at City's request.

3.29 Delivery of Notices.

All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

CITY:	CONSULTANT:
City of Ontario	Architecture Plus, Inc.
303 East “B” Street	1045 Foothill Boulevard
Ontario, CA 91764	La Canada, Ca 91011
Attn: Adrian Escamilla, Design and Construction	Attn: Greg Powell, Lead Architect

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.30 Time of Essence.

Time is of the essence for each and every provision of this Agreement.

3.31 City’s Right to Employ Other Consultants.

City reserves right to employ other consultants, including designers, in connection with this Project or other project.

3.32 Prohibited Interests.

3.32.1 Solicitation. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability.

3.32.2 Conflict of Interest. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.33 Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or any other classification protected by federal or state law. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.34 Labor Certification.

By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.35 Subcontracting.

As specified in this Agreement, Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to each and every provision of this Agreement.

3.36 Supplemental Conditions.

Any supplemental conditions shall be attached as an exhibit to this Agreement, and that exhibit shall be incorporated herein by reference.

3.37 Entire Agreement.

This Agreement, with its exhibits, contains the entire agreement of the Parties hereto, and supersedes any and all other prior or contemporaneous negotiations, understandings and oral or written agreements between the Parties hereto. Each Party acknowledges that no

representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.

SIGNATURES ON FOLLOWING PAGE

SIGNATURE PAGE FOR DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND ARCHITECTURE PLUS, INC.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

ARCHITECTURE PLUS, INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED]

EXHIBIT "A"
SCOPE OF SERVICES

1. GENERAL REQUIREMENTS.

1.1 Basic Services. Consultant agrees to perform all the necessary professional architectural, engineering (e.g. mechanical, electrical, plumbing, structural, site engineering, and any other necessary engineering services mutually agreeable to the Parties) and construction administration services for the Project in a timely and professional manner, consistent with the standards of the profession, including those provided for herein.

1.2 Exclusions from Basic Services. The following services shall be excluded from the basic services listed above: **Exclusions will be determined on a project-by-project basis.**

1.3 Additional Services. Consultant shall perform the following Additional Services for the Project: **Additional Services will be determined on a project by project.**

1.4 Communication with City. Consultant shall participate in consultations and conferences with authorized representatives of City and/or other local, regional, or state agencies concerned with the Project, which may be necessary for the completion of the Project or the development of the drawings, specifications and documents in accordance with the applicable standards and requirements of law and the City. Such consultations and conferences shall continue throughout the planning and construction of the Project and the contractor's warranty period. Consultant shall take direction only from the City's Representative, or any other representative specifically designated by the City for this Project, including any construction manager hired by the City.

1.5 Coordination and Cooperation with Construction Manager. The City may hire a construction manager to administer and coordinate all or any part of the Project on its behalf. If the City does so, it shall provide a copy of its agreement with the construction manager so that the Consultant will be fully aware of the duties and responsibilities of the construction manager. The Consultant shall cooperate with the construction manager and respond to any requests or directives authorized by the City to be made or given by the construction manager. The Consultant shall request clarification from the City in writing if the Consultant should have any questions regarding the authority of the construction manager.

2. INITIAL PLANNING PHASE.

During the initial planning phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

2.1 Project Feasibility. Provide advice and assistance to City in determining the feasibility of the Project, analysis of the type and quality of materials and construction to be selected, the site location, and other initial planning matters.

2.2 Meeting Budget and Project Goals. Consultant shall notify City in writing of potential complications, cost overruns, unusual conditions, and general needs that potentially impact the Project budget and timeline, including the City's Preliminary Construction Budget. Consultant shall use its best judgment in determining the balance between the size, type and

quality of construction to achieve a satisfactory solution within the Project's budget and construction allowance. It shall be the duty of the Consultant to design the Project within budget. As discussed herein, including in Section 7.3, if the lowest responsive and responsible bid for the Project exceeds the budget by the stated amount, Consultant may be required to make the necessary changes in the drawing and specifications, at its sole cost and expense, to bring the bids within the required budget.

2.3 Permits, Approvals and Authorizations. As indicated in Section 3.5.4 of the Agreement, Consultant shall assist City in securing easements, encroachment permits, rights of way, dedications, infrastructures and road improvements, as well as coordinating with utilities and adjacent property owners.

3. SCHEMATIC PLAN PHASE.

During the schematic plan phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

3.1 Funding Documents. Consultant shall provide a site plan and all other Project-related information necessary and required for an application by City to any federal, state, regional, or local agencies for funds to finance the construction Project.

3.2 Schematic Plans. In cooperation with City, Consultant shall prepare preliminary plans and studies, schematic drawings, site utilization plans, and phasing plans showing the scale and relationship of the components of the Project, the plot plan development at the site, and the proposed architectural concept of the buildings ("Schematic Plans"). Consultant shall incorporate the functional requirements of City into the Schematic Plans. The Schematic Plans shall meet all laws, rules and regulations of the State of California. The Schematic Plans shall show all rooms incorporated in each building of the Project in single line drawings and shall include all revisions required by City or by any federal, state, regional or local agency having jurisdiction over the Project. All architectural drawings for the Project shall be in a form suitable for reproduction.

3.3 Preliminary Project Budget. Consultant shall use the City's Preliminary Construction Budget and its own expertise and experience with the Project to establish a preliminary project budget or allowance in a format required by City ("Consultant's Preliminary Project Budget"). The purpose of the Consultant's Preliminary Project Budget is to show the probable Project cost in relation to City's Preliminary Construction Budget and the construction standards of any applicable funding agency. If Consultant perceives site considerations which render the Project expensive or cost prohibitive, Consultant shall disclose such conditions in writing to City immediately. As discussed herein, including in Section 7.3, if the lowest responsive and responsible bid for the Project exceeds the budget by more than the stated amount, Consultant may be required to make the necessary changes in the drawings and specifications, at its sole cost and expense, to bring the bids within the required budget Consultant shall provide a preliminary written time schedule for the performance of all construction work on the Project.

3.4 Copies of Schematic Plans and Other Documents. Consultant, at its own expense, shall provide a complete set of the Schematic Plans described herein for City's review and approval. Additionally, at City's expense, Consultant shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project. Any additional copies required by City shall be provided at actual cost to City.

4. DESIGN DEVELOPMENT PHASE.

During the design development phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

4.1 Design Development Documents. Once City provides Consultant with specific written approval of the Schematic Plans described herein, Consultant shall prepare design development documents consisting of: (1) site and floor plans; (2) elevations; and (3) any other drawings and documents sufficient to fix and describe the types and makeup of materials, as well as the size and character of the Project's structural, mechanical and electrical systems, and to outline the Project specifications ("Design Development Documents"). The Design Development Documents shall be prepared in sufficient form to present to the City Council for approval.

4.2 Copies of Design Development and Other Documents. Consultant, at its own expense, shall provide a complete set of the Design Development Documents described herein for City's review and approval. Additionally, at City's expense, Consultant shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project. Any additional copies required by City shall be provided at actual cost to City.

4.3 Updated Project Budget. Consultant shall use its Preliminary Project Budget and expertise and experience with the Project to establish an updated estimate of probable construction costs, containing detail consistent with the Design Development Documents as set forth herein and containing a breakdown based on types of materials and specifications identified herein ("Consultant's Updated Project Budget").

4.4 Timetable. Consultant shall provide a written timetable for full and adequate completion of the Project to City.

4.5 Application for Approvals. Consultant shall assist City in applying for and obtaining required approvals from all federal, state, regional or local agencies concerned with the Project. Consultant shall furnish and process all architectural and engineering information required to prepare and process applications to applicable utilities in order to secure priorities and materials, to aid in the construction of the Project and to obtain final Project approval and acceptance by any of the above agencies as may be required.

4.6 Color and Other Aesthetic Issues. Consultant shall provide, for City's review and approval, a preliminary schedule of all color materials and selections of textures, finishes andother matters involving an aesthetic decision about the Project.

5. FINAL WORKING DRAWINGS AND SPECIFICATIONS.

During the final working drawings and specifications phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

5.1 Final Working Drawings and Specifications. Once City provides Consultant with specific written approval of the Design Development Documents described herein, Consultant shall prepare such complete working drawings and specifications as are necessary for developing complete bids and for properly executing the Project work in an efficient and thorough manner ("Final Working Drawings and Specifications"). Such Final Working Drawings and Specifications shall be developed from the Schematic Plans and Design Development Documents approved by City. The Final Working Drawings and Specifications shall set forth in

detail all of the following: (1) the Project construction work to be done; (2) the materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical, and electrical systems; and (3) the utility service connection equipment and site work. As indicated in Section 3.9.2 of the Agreement, City may be requested to supply Consultant with the necessary information to determine the proper location of all improvements on and off site, including record drawings ("as-built drawings") in City's possession. Consultant will make a good-faith effort to verify the accuracy of such information by means of a thorough interior and exterior visual survey of site conditions. City shall also make a good-faith effort to verify the accuracy of the as-built drawings and provide any supplemental information to Consultant which may not be shown on the as-built drawings.

5.2 Form. The Final Working Drawings and Specifications must be in such form as will enable Consultant and City to secure the required permits and approvals from all federal, state, regional or local agencies concerned with the Project. In addition, the Final Working Drawings and Specifications must be in such form as will enable City to obtain, by competitive bidding, a responsible and responsive bid within the applicable budgetary limitations and cost standards. The Final Working Drawings and Specifications shall be clear and legible so that uniform copies may be on standard architectural size paper, properly indexed and numbered, andshall be capable of being clearly copied and assembled in a professional manner by Consultant.

5.3 Approval and Revisions. City shall review, study, and check the Final Working Drawings and Specifications presented to it by Consultant, and request any necessary revisions or obtain any necessary approvals by the City Council, subject to the approval of all federal, state, regional or local agencies concerned with the Project. Consultant shall make all City-requested changes, additions, deletions, and corrections in the Final Working Drawings and Specifications at no additional cost, so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, or inconsistent with earlier City direction or Consultant's professional judgment. Consultant shall bring any such conflicts and/or inconsistencies to the attention of City. The Parties agree that Consultant, and not the City, possesses the requisite expertise to determine the constructability of the Final Working Drawings and Specifications. However, the City reserves the right to conduct one or more constructability review processes with the Final Working Drawings and Specifications, and to hire an independent architect or other consultant to perform such reviews. Any such independent constructability review shall be at City's expense. Consultant shall make all City-requested changes, additions, deletions, and corrections in the Final Working Drawings and Specifications which may result from any constructability review, at no additional cost to the City, so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, or inconsistent with earlier City direction or Consultant's professional judgment. If such changes, additions, deletions or corrections are inconsistent with prior City direction, Consultant shall make such alterations and be compensated therefore pursuant to the Additional Services provision of this Agreement.

5.4 Costs of Construction. It is understood by Consultant that should the Final Working Drawings and Specifications be ordered by City, City shall specify the sum of money set aside to cover the total cost of construction of the work, exclusive of Consultant's fees. Should it become evident that the total construction cost will exceed the specified sum, Consultant shall at once present a statement in writing to the City's Representative setting forth this fact and giving a full statement of the cost estimates on which the conclusion is based.

5.5 Copies of Final Working Drawings and Specifications and Other Documents. Consultant, at its own expense, shall provide a complete set of the Final Working Drawings and Specifications described herein for City's review and approval. Additionally, at City's expense,

Consultant shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project. Any additional copies required by City shall be provided at actual cost to City.

6. CONSTRUCTION CONTRACT DOCUMENTS.

During the construction contract documents phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

6.1 Bid and Contract Documents. If so required by City, Consultant shall assist City in the completion of all bid and construction documents, including but not limited to, the Notice Inviting Bids, Instructions to Bidders, Contract Bid Forms (including Alternate Bids as requested by City), `Contract, General Conditions, Supplementary General Conditions, Special Conditions, DVBE and other applicable affirmative action documents, Performance Bond, Payment Bond, Escrow Agreement for Security Deposits, and any other certifications and documents required by federal, state and local laws, rules and regulations which may be reasonably required in order to obtain bids responsive to the specifications and drawings. All such documents shall be subject to the approval of City and City's legal counsel.

6.2 Final Estimate. At the time of delivery of these bid and construction documents, which shall include the Final Working Drawings and Specifications (collectively referred to herein as the "Construction Documents"), Consultant shall provide City with its final estimate of probable construction cost ("Consultant's Final Estimate"). As discussed herein, including in Section 7.3, it shall be the Consultant's duty to design the Project within budget.

7. BID PHASE.

During the bid phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

7.1 Reproducible Construction Documents. Once City provides Consultant with specific written approval of the Construction Documents and Consultant's Final Estimate, Consultant shall provide to City one set of reproducible Construction Documents.

7.2 Distribution of Contract Documents and Review of Bids. Consultant shall assist City in distributing the Construction Documents to bidders and conducting the opening and review of bids for the Project.

7.3 Over Budget. If the apparent lowest responsive and responsible bid on the Project exceeds the Consultant's Final Estimate by more than five percent (5%), City may request Consultant to amend, at Consultant's sole cost and expense, the Final Drawings and Specifications in order to rebid the Project and receive a lowest responsive and responsible bid equal to or less than the Consultant's Final Estimate. All revisions necessary to bring the lowest responsible and responsive bid within the Consultant's Final Estimate, including any omissions, deferrals or alternates, shall be made in consultation with, and subject to the approval of, the City.

8. CONSTRUCTION PHASE.

During the construction phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

8.1 Observation. The Project Consultant shall observe work executed from the Final Working Drawings and Specifications in person, provided that City may, in its discretion, consent to such observation by another competent representative of Consultant.

8.2 General Administration. Consultant shall provide general administration of the Construction Documents and the work performed by the contractors.

8.3 Pre-Construction Meeting. Consultant shall conduct one or more pre-construction meetings, as the City determines is needed for the Project, with all interested Parties.

8.4 Site Visits of Contractor's Work. Consultant shall conduct site visits to observe each contractors' work for general conformance with the Construction Documents and with any approved construction schedules or milestones. Such site visits shall be conducted as often as are necessary and appropriate to the stage of construction, according to the City's sole discretion, but in no event less than weekly.

8.5 Site Visits of Inspector's Work. Consultant shall conduct site visits to communicate and observe the activities of the City inspectors. Such site visits shall be conducted as often as is mutually acceptable to Consultant and City. Consultant shall direct the City inspectors and the Project contractors to coordinate the preparation of record drawings indicating dimensions and location of all "as-built" conditions, including but not limited to, underground utility lines.

8.6 Coordination of Subconsultants. Consultant shall cause all architects, engineers and other consultants, as may be hired by Consultant or City, to observe the work completed under their disciplines as required, and approve and review all test results for general conformance with the Construction Documents.

8.7 Reports. Consultant shall make regular reports as may be required by applicable federal, state or local laws, rules or regulations, as well as the federal, state, regional or local agencies concerned with the Project.

8.8 Construction Meetings; Minutes. Consultant shall attend all construction meetings and provide written reports/minutes to the City after each construction meeting in order to keep City informed of the progress of the work. Such meetings shall occur at a frequency necessary for the progress of the Project work, according to the City's sole discretion, but no less than weekly.

8.9 Written Reports. Consultant shall make written reports to City as necessary to inform City of problems arising during construction, changes contemplated as a result of each such problems, and progress of the Project work.

8.10 Written Records. Consultant shall keep accurate written records of the progress and quality of the Project work and the time schedules, and shall advise the contractors and City of any deviations from the time schedule which could delay timely completion of the Project.

8.11 Material and Test Reports. Consultant shall check and process, in a timely manner, all required material and test reports for the Project work. In addition, Consultant shall provide notice of any deficiencies in material or work reflected in such reports, as well as its recommendation for correction of such deficiencies, to the contractors and City.

8.12 Review and Response to Submissions. Consultant shall review and respond, in a timely manner, to all schedules, submittals, shop drawings, samples, information requests, change requests, and other submissions of the contractor and subcontractors for compliance with, or alterations and additions to, the Construction Documents. Consultant's review and response shall be done in such a manner so as to ensure the timely and uninterrupted progress of the Project work.

8.13 Rejection of Work. Consultant shall promptly reject, as discussed with City, work or materials which do not conform to the Construction Documents. Consultant shall immediately notify the City and contractor(s) of such rejections. Consultant shall also have the authority to recommend to the City that additional inspection or testing of the work be performed, whether or not such work is fabricated, installed or completed.

8.14 Substitutions. Consultant shall consult with City, in a timely manner, with regard to substitution of materials, equipment and laboratory reports thereof, prior to the City's final written approval of such substitutions. Consultant's consultation shall be done in such a manner so as to ensure the timely and uninterrupted progress of the Project work.

8.15 Revised Documents and Drawings. Consultant shall prepare, at no additional expense to City, all documents and/or drawings made necessary by errors and omissions in the originally approved Construction Documents.

8.16 Change Requests and Material Changes. Consultant shall evaluate and advise City, in a timely manner and in writing, of any change requests and material change(s) which may be requested or necessary in the Project plans and specifications. Consultant shall provide the City with its opinion as to whether such change requests should be approved, denied or revised. If the City has not hired a construction manager or other person to do so, the Consultant shall prepare and execute all change orders and submit them to the City for authorization. If the City has designated a construction manager or other person to prepare all change orders, the Consultant shall review all change orders prepared by such person, execute them and deliver them to the City for authorization if they meet with the Consultant's approval, or submit them to the City with recommendations for revision or denial if necessary. Consultant shall not order contractors to make any changes affecting the contract price without approval by City of such a written change order, pursuant to the terms of the Construction Documents. Consultant may order, on its own responsibility and pending City Council approval, changes necessary to meet construction emergencies, if written approval of City's Representative is first secured.

8.17 Applications for Payment. Consultant shall examine, verify and approve contractor's applications for payment, and shall issue certificates for payment in amounts approved by the City's inspector.

8.18 Final Color and Product Selection. Consultant shall coordinate final color and product selection with City's original design concept.

8.19 Substantial Completion. Consultant shall determine the date of substantial completion, in consultation with the City.

8.20 Punch List. After determining that the Project is substantially complete, Consultant shall participate in the inspection of the Project and shall review all remaining deficiencies and minor items needed to be corrected or completed on the Project, including those identified on the punch list prepared by the contractor ("Punch List Items"). Consultant shall notify

contractor in writing that all Punch List Items must be corrected prior to final acceptance of the Project and final payment. Consultant shall also notify City of all Punch List Items.

8.21 Warranties. Consultant shall review materials assembled by the contractor and subcontractors with regard to all written warranties, guarantees, owners' manuals, instruction books, diagrams, record "as built" drawings, and any other materials required from the contractors and subcontractors pursuant to the Construction Documents. Consultant shall coordinate and provide these materials to the City.

8.22 Certificate of Completion. Consultant shall participate in any further inspections of the Project necessary to issue Consultant's Certificate of Completion and final certificate for payment.

8.23 Documents for Project Close-Out. Consultant shall cause all other architects, engineers and other consultants, as may be hired by Consultant, to file any and all required documentation with the City or other governmental authorities necessary to close out the Project. Consultant shall assist the City in obtaining such documentation from all other architects, engineers, or other consultants.

9. AS-BUILT DRAWINGS.

During the as-built drawings phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

9.1 As-Built Drawings and Specifications. Not later than thirty (30) days after substantial completion of the Project, before receipt of final payment, Consultant shall review and forward the Final Working Drawings and Specifications, indicating on them all changes made by change orders or otherwise pursuant to the Construction Documents, as well as all information called for on the specifications, thus producing an "as-built" set of Final Working Drawings and Specifications ("As-Built Drawings and Specifications"). The As-Built Drawings and Specifications shall show, among other things, the location of all concealed pipe, buried conduit runs and other similar elements within the completed Project. Consultant shall personally review and certify that the As-Built Drawings and Specifications are a correct representation of the information supplied to Consultant by any inspectors and the contractor, and shall obtain certifications from any inspectors and the contractor that the drawings are correct.

9.2 Approval. Once City provides Consultant with specific written approval of the As-Built Drawings and Specifications, Consultant shall forward to City the complete set of original As-Built Drawings and Specifications or a complete set of reproducible duplicate As-Built Drawings and Specifications. The tracing shall be of such quality that clear and legible prints maybe made without appreciable and objectionable loss of detail.

9.3 Documents for Final Payment. Prior to the receipt of Consultant's final payment, Consultant shall forward to City all of the following: (1) one clear and legible set of reproductions of the computations; (2) the original copy of the specifications; (3) the As-Built Drawings and Specifications as required herein; and (4) Consultant's Certificate of Completion.

10. WARRANTY PERIOD.

During the warranty period phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

10.1 Advice. Consultant shall provide advice to City on apparent deficiencies in the Project during any applicable warranty periods for the Project.

EXHIBIT "B"
FEE AND PHASING/FUNDING SCHEDULES

1. FEE SCHEDULE.

Consultant will invoice City on a monthly cycle based on the following fee schedule. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each phase and the total amount spent against the Total Compensation. Consultant will inform City regarding any out-of-scope work being performed by Consultant for which Consultant intends to seek compensation from City.

2. PHASING/FUNDING SCHEDULE.

Progress payments towards Total Compensation shall never exceed the following percentages of Total Compensation as of the phase indicated:

Architecture Plus Inc Standard Hourly Rate Schedule

Principal In Charge	$220
Associate Principal	$195
Project Manager	$170
Designer	$150
Assistant Project Manager	$140
Intern Architect	$115
Contract Administrator	$85

Should the Scope of Services change from those set forth in the Agreement for Professional Services, the fee for such additional services will be negotiated between the City and Architecture Plus Inc. We will work with the City to develop a fee that fits within your established budget. We are familiar with various types of fee schedules including direct percentage of construction cost, sliding scales, base fee, and T&M with a maximum.

Reimbursable expenses for messenger and delivery services, reproduction for other than in-house check prints and plots, and travel expenses (parking, mileage, ride share and taxi service, airfare, lodging, etc.) made by Architecture Plus Inc. in the interest of this task order are separate from our fees and will be billed at cost + 4%. All reimbursable expenses are to be approved by the City prior to their expense date.

Project Expenses for the following are not included in the fee and shall be reimbursed to the Architect at 1.04 times the invoice amount until the total allowance is reached.
1 Mileage (@ Federal Rate w/o mark-up)
2 Traveling
3 Reproductions
4 Messenger and delivery services

All other services that are considered as additional services (beyond the scope of work noted herein) will be billed on an hourly basis per our standard hourly rates. Please refer the current hourly rate schedule above.

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

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
DESIGN SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into as of_____, by and between the City of Ontario, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City"), and **DLR Group**, a corporation with its principal place of business at **1650 Spruce Street Suite 300 Riverside, California 92507** (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 City. City is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Consultant**.** Consultant desires to perform and assume responsibility for the provision of certain professional architectural design services requiredby the City on the terms and conditions set forth in this Agreement. Consultant warrants that it isfully licensed, qualified, and willing to perform the services required by this Agreement; provided, however, that if Consultant is a corporation or other organization, the Project Consultant designated pursuant to Section 3.2, and not the Consultant itself, shall be fully licensed to practiceas an architect in the State of California.

2.3 Project**.** City desires to engage Consultant to render such services for **the On-Call Retail Architect Design Services** ("Project") as set forth in this Agreement.

3. TERMS

3.1 Employment of Consultant.

3.1.1 Scope of Services. Consultant promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional architectural and related services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement

(hereinafter referred to as “Services”). The Services are more particularly described throughout this Agreement, including Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordancewith, this Agreement, any exhibits attached hereto and incorporated herein by reference, and allapplicable local, state and federal laws, rules and regulations. All Services performed by Consultant shall be subject to the sole and discretionary approval of the City, which approval shallnot be unreasonably withheld.

3.1.2 Term. The term of this Agreement shall be from **July 16, 2024,** to **July 16, 2027**, The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than **two** additional one-year terms unless earlier terminated as provided herein. Consultant shall complete the Services within the term of agreement and shall meet any other established scheduled and deadlines.

3.2 Project Consultant; Key Personnel.

3.2.1 Retail Architect. Consultant shall name a specific individual to act as Project Consultant, subject to the approval of City. Consultantthereby designates Mark Giles (License No. #C288099) to act as the Retail Architect for the Project. The Architect shall: (1) maintain oversight of the Services; (2) have full authority to represent and act on behalf of the Consultant for all purposes under thisAgreement; (3) supervise and direct the Services using his or her best skill and attention; (4) be responsible for the means, methods, techniques, sequences and procedures used for theServices; (5) adequately coordinate all portions of the Services; and (6) act as principal contact with y and all contractors, consultants, engineers and inspectors on the Project. Any change in the Retail Architect shall be subject to the City’s prior written approval, which approval shall not be unreasonably withheld. The new Retail Architect shall be of at least equal competence as the prior Retail Architect. In the event that City and Consultant cannotagree as to the substitution of a new Retail Architect. City shall be entitled to terminate this Agreement for cause.

3.2.2 Key Personnel. In addition to the Retail Architect, Consultant has represented to the City that certain additional key personnel, engineers and consultants will perform the Services under this Agreement. Should one or more of such personnel, engineers or consultants become unavailable, Consultant may substitute others of atleast equal competence upon written approval of the City. In the event that City and Consultant cannot agree as to the substitution of key personnel, engineers or consultants, City shall be entitled to terminate this Agreement for cause. The key additional personnel, engineers and consultants for performance of this Agreement are as follows: **Mike Giles, Principal**

3.3 Hiring of Consultants and Personnel.

3.3.1 Right to Hire or Employ. Consultant shall have the option, unless City objects in writing after notice, to employ at its expense architects, engineers, experts or other consultants qualified and licensed to render services in connection with the planning and/or administration of the Project, and to delegate to them such duties as Consultant may delegate without relieving Consultant from administrative or other responsibility under this Agreement. Consultant shall be responsible for the coordination and cooperation of Consultant’s architects, engineers, experts or other consultants. All consultants, including changes in consultants, shall be subject to approval by City in its sole and reasonable discretion. Consultant shall notify City of the identity of all consultants at least fourteen (14) days prior to their commencement of work

to allow City to review their qualifications and approve to their participation on the Project in its sole and reasonable discretion.

3.3.2 Qualification and License. All architects, engineers, experts and other consultants retained by Consultant in performance of this Agreement shall be qualified to perform the Services assigned to them, and shall be licensed to practice in their respective professions, where required by law.

3.3.3 Standards and Insurance. All architects, engineers, experts and other consultants hired by Consultant shall be required to meet all of the same standards and insurance requirements set forth in this Agreement, unless other standards or requirements are approved by the City in writing. Unless changes are approved in writing by the City, Consultant's agreements with its consultants shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.3.4 Assignments or Staff Changes. Consultant shall promptly obtain written City approval of any assignment, reassignment or replacement of such architects, engineers, experts and consultants, or of other staff changes of key personnel working on the Project. As provided in the Agreement, any changes in Consultant's consultants and key personnel shall be subject to approval by City.

3.3.5 Draftsman and Clerical Support. Draftsmen and clerical personnel shall be retained by Consultant at Consultant's sole expense.

3.4 Standard of Care.

3.4.1 Standard of Care. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform the Services in the same discipline in the State of California, and shall be responsible to City for damages sustained by the City and delays to the Project as specified in the indemnification provision of this Agreement. Without limiting the foregoing, Consultant shall be fully responsible to the City for any increased costs incurred by the City as a result of any such delays in the design or construction of the Project. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants and represents that all of its employees, architects, engineers, experts and other consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees, architects, engineers, experts and other consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services assigned to or rendered by them and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein.

3.4.2 Performance of Employees. Any employee or consultant who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee or

consultant who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.5 Laws and Regulations.

3.5.1 Knowledge and Compliance. Consultant shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Services or the Project, and shall give all notices required of the Consultant by law. Consultant shall be liable, pursuant to the standard of care and indemnification provisions of this Agreement, for all violations of such laws and regulations in connection with its Services. Consultant shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.5.2 Drawings and Specifications. Consultant shall cause all drawings and specifications to conform to any applicable requirements of federal, state and local laws, rules and regulations, including the Uniform Building Code, in effect as of the time the drawings and specifications are prepared or revised during the latest phase of the Services described in Exhibit "A" attached hereto. Any significant revisions made necessary by changes in such laws, rules and regulations after this time may be compensated as Additional Services which were not knownor reasonably should not have been known by Consultant. Consultant shall cause the necessary copies of such drawings and specifications to be filed with any governmental bodies with approval jurisdiction over the Project, in accordance with the Services described in Exhibit "A" attached hereto. For the preparation of all such drawings and specifications, the Consultant shall use Computer Aided Design Drafting ("CADD") (e.g., AutoCAD) or other technology acceptable to the Consultant and City.

3.5.3 Americans with Disabilities Act. Consultant will use its best professional efforts to interpret all applicable federal, state and local laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act ("ADA"). Consultant shall inform City of the existence of inconsistencies of which it is aware or reasonably should be aware between federal and state accessibility laws, rules and regulations, as well as any other issues which are subject to conflicting interpretations of the law, and shall provide the City with its interpretation of such inconsistencies and conflicting interpretations. Unless Consultant brings such inconsistencies and conflicting interpretations to the attention of the City and requests City's direction on how to proceed, the Consultant's interpretation of such inconsistencies and conflicting interpretations shall be the sole responsibility and liability of Consultant, and the Consultant shall correct all plans, specifications and other documents prepared for the Project at no additional cost if its interpretations are shown to be incorrect. In the event that the Consultant request's City's direction on how to proceed with respect to any inconsistent and/or conflicting interpretation, the Consultant shall be responsible to the City only pursuant to the indemnification provisions of this Agreement.

3.5.4 Permits, Approvals and Authorizations. Consultant shall provide City witha list of all permits, approvals or other authorizations required for the Project from all federal, stateor local governmental bodies with approval jurisdiction over the Project. Consultant shall then assist the City in obtaining all such permits, approvals and other authorizations. The costs of such permits, approvals and other authorizations shall be paid by the City.

3.5.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq*.); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant shall additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. Failure to comply with laws, regulations, and ordinances listed in this Section is a violation of federal and state law.

3.6 Independent Contractor.

3.6.1 Control and Payment of Subordinates. City retains Consultant on an independent contractor basis and Consultant is not an employee of City. Consultant is not an employee for state tax, federal tax or any other purpose, and is not entitled to the rights or benefits afforded to City's employees. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City, and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.7 Schedule of Services.

3.7.1 Consultant Services. Consultant shall fully and adequately complete the Services described in this Agreement and in Exhibit "A" attached hereto and incorporated herein by reference.

3.7.2 Timely Performance Standard. Consultant shall perform all Services hereunder as expeditiously as is consistent with professional skill and care, as well as the orderly progress of the Project work so as not to be the cause, in whole or in part, of delays in the completion of the Project or in the achievement of any Project milestones, as provided herein. Specifically, Consultant shall perform its Services so as to allow for the full and adequate completion of the Project within the time required by the City and within any completion schedules adopted for the Project. Consultant agrees to coordinate with City's staff, contractors and consultants in the performance of the Services, and shall be available to City's staff, contractors and consultants at all reasonable times.

3.7.3 Performance Schedule. Consultant shall prepare an estimated time schedule for the performance of Consultant's Services, to be adjusted as the Project proceeds. Such schedule shall be subject to the City's review and approval, which approval shall not be unreasonably withheld, and shall include allowances for periods of time required for City's review

and approval of submissions, and for approvals of authorities having jurisdiction over Project approval and funding. If City and Consultant cannot mutually agree on a performance schedule, City shall have the authority to immediately terminate this Agreement. The schedule shall not be exceeded by Consultant without the prior written approval of City. If the Consultant's Services are not completed within the time provided by the agreed upon performance schedule, or any milestones established therein, it is understood, acknowledged and agreed that the City will suffer damage for which the Consultant will be responsible.

3.7.4 Excusable Delays. Any delays in Consultant's work caused by the following may be added to the time for completion of any obligations of Consultant: (1) the actionsof City or its employees; (2) the actions of those in direct contractual relationship with City; (3) theactions of any governmental agency having jurisdiction over the Project; (4) the actions of any parties not within the reasonable control of the Consultant; and (5) any Force Majeure Event (asdefined herein) or other unforeseen occurrence not due to any fault or negligence on the part of Consultant. Neither the City nor the Consultant shall be liable for damages, liquidated or otherwise, to the other on account of such delays.

3.7.5 Force Majeure Events. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the Services and Agreement. Should a Force Majeure Event occur, the non-performing Party shall, within fifteen (15) calendar days of the beginning of an Force Majeure Event, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.7.6 Request for Excusable Delay Credit. The Consultant shall, within fifteen (15) calendar days of the beginning of any excusable delay, notify the City in writing of the causes of delay (unless City grants in writing a further period of time to file such notice prior to the date of final payment under the Agreement). City will then ascertain the facts and the extent of the delay, and grant an extension of time for completing the Services when, in its sole judgment, the findings of fact justify such an extension. The City's findings of fact thereon shall be final and conclusive on the Parties. Extensions of time shall apply only to that portion of the Services affected by the delay and shall not apply to other portions of the Services not so affected. The sole remedy of Consultant for extensions of time shall be an extension of the performance time at no cost to the City. If Additional Services are required as a result of an excusable delay, the Parties shall mutually agree thereto pursuant to the Additional Services provision of this Agreement. Should Consultant make an application for an extension of time, Consultant shall

submit evidence that the insurance policies required by this Agreement remain in effect during the requested additional period of time.

3.8 Additional Services.

3.8.1 Request for Services. At City's request, Consultant may be asked to perform services not otherwise included in this Agreement, not included within the basic services listed in Exhibit "A" attached hereto, and/or not customarily furnished in accordance with generally accepted architectural practice.

3.8.2 Definition. As used herein, "Additional Services" mean: (1) any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary for the Consultant to perform at the execution of this Agreement; or (2) any work listed as Additional Services in Exhibit "A" attached hereto. Consultant shall not perform, nor be compensated for, Additional Services without prior written authorization from City and without an agreement between the City and Consultant as to the compensation to be paid for such services. City shall pay Consultant for any approved Additional Services, pursuant to the compensation provisions herein, so long as such services are not made necessary through the fault of Consultant pursuant to the indemnification provision of this Agreement.

3.8.3 Examples of Additional Services. Such Additional Services shall notinclude any redesign or revisions to drawings, specifications or other documents when such revisions are necessary in order to bring such documents into compliance with applicable laws, rules, regulations or codes of which Consultant was aware or should have been aware pursuantto the laws and regulations provision of this Agreement above. Such Additional Services may include, but shall not be limited to:

(a) Separately Bid Portions of Project. Plan preparation and/or administration of work on portions of the Project separately bid.

(b) Furniture and Interior Design. Assistance to City, if requested, for the selection of moveable furniture, equipment or articles which are not included in the Construction Documents.

(c) Fault of Contractor. Services caused by delinquency, default or insolvency of contractor, or by major defects in the work of the contractor, provided that any such services made necessary by the failure of Consultant to detect and report such matters when it reasonably should have done so shall not be compensated.

(d) Inconsistent Approvals or Instructions. Revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of Consultant.

(e) Legal Proceedings. Serving as an expert witness on City's behalf or attending legal proceedings to which the Consultant is not a party.

(f) Damage Repair. Supervision of repair of damages to any structure.

(g) Extra Environmental Services. Additional work required for environmental conditions (e.g. asbestos or site conditions) not already contemplated within the Consultant's services for the Project.

3.9 City Responsibilities. City's responsibilities shall include the following:

3.9.1 Data and Information. City shall make available to Consultant all necessary data and information concerning the purpose and requirements of the Project, including scheduling and budget limitations, objectives, constraints and criteria. As part of the budget limitation information, the City shall provide the Consultant with a preliminary construction budget ("City's Preliminary Construction Budget").

3.9.2 Project Survey. If required pursuant to the scope of the Project and if requested by Consultant, City shall furnish Consultant with, or direct Consultant to procure at City's expense, a survey of the Project site prepared by a registered surveyor or civil engineer, any other record documents which shall indicate existing structures, land features, improvements, sewer, water, gas, electrical and utility lines, topographical information and boundary dimensions of the site, and any other such pertinent information.

3.9.3 Bid Phase. Distribute Construction Documents to bidders and conduct the opening and review of bids for the Project.

3.9.4 Testing. Retain consultant(s) to conduct chemical, mechanical, soils, geological or other tests required for proper design of the Project, and furnish such surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known to determine soil condition or to ensure the proper development of the required drawings and specifications.

3.9.5 Required Inspections and Tests. Retain consultant(s) to conduct materials testing and inspection or environmental/hazardous materials testing and inspection pursuant to any applicable laws, rules or regulations.

3.9.6 Fees of Reviewing or Licensing Agencies. Directly pay or reimburse the payment of all fees required by any reviewing or licensing agency, or other agency having approval jurisdiction over the Project.

3.9.7 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. The City Manager hereby designates **Tito Haes, Executive Director Public Works**, or his or her designee, as the City's contact for the implementation of the Services hereunder. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.9.8 Review and Approved Documents. Review all documents submitted by Consultant, including change orders and other matters requiring approval by the City Council or other officials. City shall advise Consultant of decisions pertaining to such documents within a reasonable time after submission, so as not to cause unreasonable delay as provided in the excusable delay provisions of this Agreement above.

3.10 Compensation.

3.10.1 Consultant's Compensation for Basic Services. City shall pay to Consultant, for the performance of all Services rendered under this Agreement, the total not to exceed amount of **One Hundred Fifty Thousand Dollars** (**$150,000**) ("Total Compensation").

This Total Compensation amount shall be based upon, and may be adjusted according to, the fee schedule and related terms and conditions attached hereto as Exhibit "B" and incorporated herein by reference. The Total Compensation, as may be adjusted upon mutual agreement, shall constitute complete and adequate payment for Services under thisAgreement.

3.10.2 Payment for Additional Services. At any time during the term of this Agreement, City may request that Consultant perform Additional Services. As used herein, Additional Services means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Any additional work in excess of this amount must be approved by the City. If authorized, such Additional Services will be compensated at the rates and in the manner set forth in Exhibit "B" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the Parties. IfCity requires Consultant to hire consultants to perform any Additional Services, Consultant shall be compensated therefore at the rates and in the manner set forth in Exhibit "B" attached heretoand incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the Parties. City shall have the authority to review and approve the rates of any such consultants. In addition, Consultant shall be reimbursed for any expenses incurred by such consultants pursuant to the terms and conditions of Section 3.10.3.

3.10.3 Reimbursable Expenses. Reimbursable expenses are in addition to compensation for the Services and Additional Services. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, which approval may be evidenced by inclusion in Exhibit "C" attached hereto. Such reimbursable expenses shall include only those expenses which are reasonably and necessarily incurred by Consultant in the interest of the Project. Consultant shall be required to acquire prior written consent in order to obtain reimbursement for the following: (1) extraordinary transportation expenses incurred in connection with the Project; (2) out-of-town travel expenses incurred in connection with the Project; (3) fees paid for securing approval of authorities having jurisdiction over the Project; (4) bid document duplication costs in excess of $1,000; and (5) other costs, fees and expenses in excess of $1,000.

3.10.4 Payment to Consultant. Consultant's compensation and reimbursable expenses shall be paid by City to Consultant no more often than monthly. Such periodic payments shall be made based upon the percentage of work completed, and in accordance with the phasing and funding schedule provided in Exhibit "B" and the compensation rates indicated in Exhibit "B" attached hereto and incorporated herein by reference. In order to receive payment, Consultant shall present to City an itemized statement which indicates Services performed, percentage of Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. The amount paid to Consultant shall never exceed the percentage amounts authorized by the phasing and funding schedule located in Exhibit "B" attached hereto. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the Parties in a mutually agreeable manner.

Payments made for Additional Services shall be made in installments, not more often than monthly, proportionate to the degree of completion of such services or in such other manner as the Parties shall specify when such services are agreed upon, and in accordance with any authorized fee or rate schedule. In order to receive payment, Consultant shall present to City an

itemized statement which indicates the Additional Services performed, percentage of Additional Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Additional Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the Parties in a mutually agreeable manner.

Upon cancellation or termination of this Agreement, Consultant shall be compensated as set forth in the termination provision herein.

3.10.5 Withholding Payment to Consultant. The City may withhold payment, in whole or in part, to the extent reasonably necessary to protect the City from claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind to the extent arising out of or caused by the negligence, recklessness, or willful misconduct protected under the indemnification provisions of this Agreement. Failure by City to deduct any sums from a progress payment shall not constitute a waiver of the City's right to such sums. The City may keep any moneys which would otherwise be payable at any time hereunder and apply the same,or so much as may be necessary therefor, to the payment of any expenses, losses, or damagesas determined by the City, incurred by the City for which Consultant is liable under the Agreementor state law. Payments to the Consultant for compensation and reimbursable expenses due shallnot be contingent on the construction, completion or ultimate success of the Project. Payment tothe Consultant shall not be withheld, postponed, or made contingent upon receipt by the City of offsetting reimbursement or credit from Parties not within the Consultant's reasonable control.

3.10.6 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. **If** the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and **if** the total compensation is $1,000 or more, Consultant agrees to fully complywith and to require its consultants to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the Project site. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4. Consultant shall defend, indemnify and hold the City, itselected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure of the Consultant or its consultants to comply with the Prevailing Wage Laws.

(a) Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works project" of over $25,000 when the project is for construction,

alteration, demolition, installation, or repair work, or a public works project of over $15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the Department of Industrial Relations against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subconsultant.

3.11 Notice to Proceed.

Consultant shall not proceed with performance of any Services under this Agreement unless and until the City provides a written notice to proceed.

3.12 Termination, Suspension and Abandonment.

3.12.1 Grounds for Termination; Consultant's Termination for Cause. City hereby reserves the right to suspend or abandon, at any time and for any reason, all or any portion of the Project and the construction work thereon, or to terminate this Agreement at any time with or without cause. Consultant shall be provided with at least seven (7) days advanced written notice of such suspension, abandonment or termination. In the event of such suspension, abandonment or termination, Consultant shall be paid for Services and reimbursable expenses rendered up to the date of such suspension, abandonment or termination, pursuant to the schedule of payments provided for in this Agreement, less any claims against or damages suffered by City as a result of the default, if any, by Consultant. Consultant hereby expressly waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein, in the event of such suspension, abandonment or termination. Consultant may terminate this Agreement for substantial breach of performance by the City such as failure to make payment to Consultant as provided in this Agreement.

3.12.2 City's Suspension of Work. If Consultant's Services are suspended by City, City may require Consultant to resume such Services within ninety (90) days after written notice from City. When the Project is resumed, the Total Compensation and schedule of Services shall be equitably adjusted upon mutual agreement of the City and Consultant.

3.12.3 Documents and Other Data. Upon suspension, abandonment or termination, Consultant shall provide to City all preliminary studies, sketches, working drawings, specifications, computations, and all other Project Documents, as defined below, to which City would have been entitled at the completion of Consultant's Services under this Agreement. Upon payment of the amount required to be paid to Consultant pursuant to the termination provisions of this Agreement, City shall have the rights, as provided in this Agreement hereinafter, to use such Project Documents prepared by or on behalf of Consultant under this Agreement. Consultant shall make such documents available to City upon request and without additional compensation other than as may be approved as a reimbursable expense.

3.12.4 Employment of other Consultants. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.13 Ownership and Use of Documents; Confidentiality.

3.13.1 Ownership. All plans, specifications, original or reproducibletransparencies of working drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically orotherwise recorded on computer diskettes (hereinafter referred to as the "Project Documents") shall be and remain the property of City. Although the official copyright in all Project Documentsshall remain with the Consultant or other applicable subcontractors or consultants, the Project Documents shall be the property of City whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, Consultant shall provide to City copies of all Project Documents required by City. In addition, Consultant shall retain copies of all Project Documents on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment ofreasonable duplication costs. Before destroying the Project Documents following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.13.2 Right to Use. Consultant grants to City the right to use and reuse all or part of the Project Documents, at City's sole discretion and with no additional compensation to Consultant, for the following purposes:

(a) The construction of all or part of this Project.

(b) The repair, renovation, modernization, replacement, reconstruction or expansion of this Project at any time;

(c) The construction of another project by or on behalf of the City for its ownership and use;

City is not bound by this Agreement to employ the services of Consultant in the event such documents are used or reused for these purposes. City shall be able to use or reuse the Project Documents for these purposes without risk of liability to the Consultant or third parties with respect to the condition of the Project Documents, and the use or reuse of the Project Documents for these purposes shall not be construed or interpreted to waive or limit City's right to recover for latent defects or for errors or omissions of the Consultant.

Any use or reuse by City of the Project Documents on any project other than this Project without employing the services of Consultant shall be at City's own risk with respect to third parties. If City uses or reuses the Project Documents on any project other than this Project, it shall remove the Consultant's seal from the Project Documents and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Project Documents on such other project.

3.13.3 License. This Agreement creates a non-exclusive and perpetual license for

City to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein. Consultant shall require any and all subcontractors and consultants to agree in writing that City is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

3.13.4 Right to License. Consultant represents and warrants that Consultant has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Project Documents that Consultant prepares or causes to be prepared pursuant to this Agreement. Consultant shall indemnify and hold City harmless pursuant to the indemnification provisions of this Agreement for any breach of this Section. Consultant makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents that were prepared by design professionals other than Consultant and provided to Consultant by City.

3.13.5 Confidentiality. All Project Documents, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant to the extent they are not subject to disclosure pursuant to the Public Records Act. All Project Documents shall not, without the written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Project Documents to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the written consent of City.

3.14 Indemnification.

3.14.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

3.14.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.15 Insurance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurancerequired under this section.

3.15.1 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, Consultant shall, at its expense, procure and maintain infull force and effect for the duration of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

3.15.2 Additional Insured. The City of Ontario, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on Consultant's and its subconsultants' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

3.15.3 Commercial General Liability

(a) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(b) Coverage for Commercial General Liability insurance shall be at least as broad as the following: Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent. Commercial General Liability Insurance must include coverage for the following:

(i) Bodily Injury and Property Damage

(ii) Personal Injury/Advertising Injury

(iii) Premises/Operations Liability

(iv) Products/Completed Operations Liability

(v) Aggregate Limits that Apply per Project

(vi) Explosion, Collapse and Underground (UCX) exclusion deleted

(vii) Contractual Liability with respect to this Contract

(viii) Broad Form Property Damage

(ix) Independent Consultants Coverage

(c) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion

contrary to the Agreement.

(d) The policy shall give City, the City Council and each member of the City Council, its officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(e) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

3.15.4 Automobile Liability

(a) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(b) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(c) The policy shall give City, the City Council and each member of the City Council, its officers, employees, agents and City designated volunteers additional insured status.

(d) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

3.15.5 Workers' Compensation/Employer's Liability

(a) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(b) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this Section.

3.15.6 Professional Liability (Errors and Omissions)

(a) At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance

appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

3.15.7 Minimum Policy Limits Required

(a) The following insurance limits are required for the Agreement:

Coverage	Combined Single Limit
Commercial General Liability	$2,000,000 per occurrence/ $4,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	$2,000,000 per occurrence for bodily injury and property damage
Employer's Liability	$1,000,000 per occurrence
Professional Liability	$2,000,000 per claim and aggregate (errors and omissions)

(b) Defense costs shall be payable in addition to the limits.

(c) Requirements of specific coverage or limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

3.15.8 Evidence Required

(a) Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

3.15.9 Policy Provisions Required

(a) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultantshall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the termof this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of

cancellation or expiration.

(b) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

(c) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if thepolicy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

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

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

3.15.10 Qualifying Insurers

(a) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements: Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.15.11 Additional Insurance Provisions

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

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

amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(c) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(d) Neither the City nor the City Council, nor any member of the City Council, nor any of the officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

3.15.12 Subconsultant Insurance Requirements

(a) Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

3.16 Records.

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to thisAgreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

3.17 Standardized Manufactured Items.

Consultant shall cooperate and consult with City in the use and selection of manufactured items on the Project, including but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials and floor coverings. All such manufactured items shall be standardized to City's criteria to the extent such criteria do not interfere with building design.

3.18 Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described herein. Any additional or subsequent construction at the site of the Project, or at any other City site, will be covered by, and be the subject of, a separate Agreement for architectural services between City and the Consultant chosen therefor by City.

3.19 Mediation.

Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the Parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the Parties.

3.20 Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

3.21 Asbestos Certification.

Consultant shall certify to City, in writing and under penalty of perjury, that to the best of its knowledge, information and belief no asbestos-containing material or other material deemed to be hazardous by the state or federal government was specified as a building material in any construction document that the Consultant prepares for the Project. Consultant shall require all consultants who prepare any other documents for the Project to submit the same written certification. Consultant shall also assist the City in ensuring that contractors provide City with certification, in writing and under penalty of perjury, that to the best of their knowledge, information and belief no material furnished, installed or incorporated into the Project contains asbestos or any other material deemed to be hazardous by the state or federal government. These certifications shall be part of the final Project submittal. Consultant shall include statements in its specifications that materials containing asbestos or any other material deemed to be hazardous by the state or federal government are not to be included.

3.22 No Third Party Rights.

This Agreement shall not create any rights in, or inure to the benefits of, any third party except as expressly provided herein.

3.23 Governing Law.

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Venue shall be in San Bernardino County.

3.24 Exhibits and Recitals.

All exhibits and recitals contained herein and attached hereto are material parts of this Agreement and are incorporated as if fully set forth.

3.25 Severability.

Should any provision in the Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

3.26 Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

3.27 Safety.

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

3.28 Harassment Policy.

Consultant shall provide a copy of the City's Harassment Policy to each of its employees assigned to perform the tasks under this Agreement. Consultant shall submit to the City's Personnel Manager a statement signed by each of its employees who are assigned to perform the Services under this Agreement certifying receipt of City's Harassment Policy and certifying that they have read the Harassment Policy. A finding by the City that any of Consultant's employees has harassed a City employee shall be grounds for appropriate discipline, up to and including such employee's removal from performance of this Agreement at City's request.

3.29 Delivery of Notices.

All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

CITY:	CONSULTANT:
City of Ontario	DLR Group
303 East “B” Street	1650 Spruce Street Suite 300
Ontario, CA 91764	Riverside , CA 92507
Attn: Adrian Escamilla, Design and Construction	Attn: Mike Giles, Principal

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.30 Time of Essence.

Time is of the essence for each and every provision of this Agreement.

3.31 City’s Right to Employ Other Consultants.

City reserves right to employ other consultants, including designers, in connection with this Project or other projects.

3.32 Prohibited Interests.

3.32.1 Solicitation. Consultant maintains and warrants that it has not employed

nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability.

3.32.2 Conflict of Interest. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.33 Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or any other classification protected by federal or state law. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.34 Labor Certification.

By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.35 Subcontracting.

As specified in this Agreement, Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to each and every provision of this Agreement.

3.36 Supplemental Conditions.

Any supplemental conditions shall be attached as an exhibit to this Agreement, and that exhibit shall be incorporated herein by reference.

3.37 Entire Agreement.

This Agreement, with its exhibits, contains the entire agreement of the Parties hereto, and supersedes any and all other prior or contemporaneous negotiations, understandings and oral or written agreements between the Parties hereto. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.

SIGNATURES ON FOLLOWING PAGE

SIGNATURE PAGE FOR DESIGN SERVICES AGREEMENT
BETWEEN THE CITY OF ONTARIO
AND DLR GROUP

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF ONTARIO	**DLR GROUP**
Approved By:	
_____	By: _____
Scott Ochoa City Manager	Its: _____
Approved as to Form:	Printed Name: _____
_____	By: _____
Best Best & Krieger LLP City Attorney	Its: _____
	Printed Name: _____
Attested By:	
_____	[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED]
City Clerk	

EXHIBIT "A"
SCOPE OF SERVICES

1. GENERAL REQUIREMENTS.

1.1 Basic Services. Consultant agrees to perform all the necessary professional architectural, engineering (e.g. mechanical, electrical, plumbing, structural, site engineering, and any other necessary engineering services mutually agreeable to the Parties) and construction administration services for the Project in a timely and professional manner, consistent with the standards of the profession, including those provided for herein.

1.2 Exclusions from Basic Services. The following services shall be excluded from the basic services listed above: **Exclusions will be determined on a project-by-project basis.**

1.3 Additional Services. Consultant shall perform the following Additional Services for the Project: **Additional Services will be determined on a project by project.**

1.4 Communication with City. Consultant shall participate in consultations and conferences with authorized representatives of City and/or other local, regional, or state agencies concerned with the Project, which may be necessary for the completion of the Project or the development of the drawings, specifications and documents in accordance with the applicable standards and requirements of law and the City. Such consultations and conferences shall continue throughout the planning and construction of the Project and the contractor's warranty period. Consultant shall take direction only from the City's Representative, or any other representative specifically designated by the City for this Project, including any construction manager hired by the City.

1.5 Coordination and Cooperation with Construction Manager. The City may hire a construction manager to administer and coordinate all or any part of the Project on its behalf. If the City does so, it shall provide a copy of its agreement with the construction manager so that the Consultant will be fully aware of the duties and responsibilities of the construction manager. The Consultant shall cooperate with the construction manager and respond to any requests or directives authorized by the City to be made or given by the construction manager. The Consultant shall request clarification from the City in writing if the Consultant should have any questions regarding the authority of the construction manager.

2. INITIAL PLANNING PHASE.

During the initial planning phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

2.1 Project Feasibility. Provide advice and assistance to City in determining the feasibility of the Project, analysis of the type and quality of materials and construction to be selected, the site location, and other initial planning matters.

2.2 Meeting Budget and Project Goals. Consultant shall notify City in writing of potential complications, cost overruns, unusual conditions, and general needs that potentially impact the Project budget and time line, including the City's Preliminary Construction Budget. Consultant shall use its best judgment in determining the balance between the size, type and

quality of construction to achieve a satisfactory solution within the Project's budget and construction allowance. It shall be the duty of the Consultant to design the Project within budget. As discussed herein, including in Section 7.3, if the lowest responsive and responsible bid for the Project exceeds the budget by the stated amount, Consultant may be required to make the necessary changes in the drawing and specifications, at its sole cost and expense, to bring the bids within the required budget.

2.3 Permits, Approvals and Authorizations. As indicated in Section 3.5.4 of the Agreement, Consultant shall assist City in securing easements, encroachment permits, rights of way, dedications, infrastructures and road improvements, as well as coordinating with utilities and adjacent property owners.

3. SCHEMATIC PLAN PHASE.

During the schematic plan phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

3.1 Funding Documents. Consultant shall provide a site plan and all other Project-related information necessary and required for an application by City to any federal, state, regional, or local agencies for funds to finance the construction Project.

3.2 Schematic Plans. In cooperation with City, Consultant shall prepare preliminary plans and studies, schematic drawings, site utilization plans, and phasing plans showing the scale and relationship of the components of the Project, the plot plan development at the site, and the proposed architectural concept of the buildings ("Schematic Plans"). Consultant shall incorporate the functional requirements of City into the Schematic Plans. The Schematic Plans shall meet all laws, rules and regulations of the State of California. The Schematic Plans shall show all rooms incorporated in each building of the Project in single-line drawings, and shall include all revisions required by City or by any federal, state, regional or local agency having jurisdiction over the Project. All architectural drawings for the Project shall be in a form suitable for reproduction.

3.3 Preliminary Project Budget. Consultant shall use the City's Preliminary Construction Budget and its own expertise and experience with the Project to establish a preliminary project budget or allowance in a format required by City ("Consultant's Preliminary Project Budget"). The purpose of the Consultant's Preliminary Project Budget is to show the probable Project cost in relation to City's Preliminary Construction Budget and the construction standards of any applicable funding agency. If Consultant perceives site considerations which render the Project expensive or cost prohibitive, Consultant shall disclose such conditions in writing to City immediately. As discussed herein, including in Section 7.3, if the lowest responsive and responsible bid for the Project exceeds the budget by more than the stated amount, Consultant may be required to make the necessary changes in the drawings and specifications, at its sole cost and expense, to bring the bids within the required budget Consultant shall provide a preliminary written time schedule for the performance of all construction work on the Project.

3.4 Copies of Schematic Plans and Other Documents. Consultant, at its own expense, shall provide a complete set of the Schematic Plans described herein for City's review and approval. Additionally, at City's expense, Consultant shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project. Any additional copies required by City shall be provided at actual cost to City.

4. DESIGN DEVELOPMENT PHASE.

During the design development phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

4.1 Design Development Documents. Once City provides Consultant with specific written approval of the Schematic Plans described herein, Consultant shall prepare design development documents consisting of: (1) site and floor plans; (2) elevations; and (3) any other drawings and documents sufficient to fix and describe the types and makeup of materials, as well as the size and character of the Project's structural, mechanical and electrical systems, and to outline the Project specifications ("Design Development Documents"). The Design Development Documents shall be prepared in sufficient form to present to the City Council for approval.

4.2 Copies of Design Development and Other Documents. Consultant, at its own expense, shall provide a complete set of the Design Development Documents described herein for City's review and approval. Additionally, at City's expense, Consultant shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project. Any additional copies required by City shall be provided at actual cost to City.

4.3 Updated Project Budget. Consultant shall use its Preliminary Project Budget and expertise and experience with the Project to establish an updated estimate of probable construction costs, containing detail consistent with the Design Development Documents as set forth herein and containing a breakdown based on types of materials and specifications identified herein ("Consultant's Updated Project Budget").

4.4 Timetable. Consultant shall provide a written timetable for full and adequate completion of the Project to City.

4.5 Application for Approvals. Consultant shall assist City in applying for and obtaining required approvals from all federal, state, regional or local agencies concerned with the Project. Consultant shall furnish and process all architectural and engineering information required to prepare and process applications to applicable utilities in order to secure priorities and materials, to aid in the construction of the Project and to obtain final Project approval and acceptance by any of the above agencies as may be required.

4.6 Color and Other Aesthetic Issues. Consultant shall provide, for City's review and approval, a preliminary schedule of all color materials and selections of textures, finishes andother matters involving an aesthetic decision about the Project.

5. FINAL WORKING DRAWINGS AND SPECIFICATIONS.

During the final working drawings and specifications phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

5.1 Final Working Drawings and Specifications. Once City provides Consultant with specific written approval of the Design Development Documents described herein, Consultant shall prepare such complete working drawings and specifications as are necessary for developing complete bids and for properly executing the Project work in an efficient and thorough manner ("Final Working Drawings and Specifications"). Such Final Working Drawings and Specifications shall be developed from the Schematic Plans and Design Development Documents approved by City. The Final Working Drawings and Specifications shall set forth in

detail all of the following: (1) the Project construction work to be done; (2) the materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical, and electrical systems; and (3) the utility service connection equipment and site work. As indicated in Section 3.9.2 of the Agreement, City may be requested to supply Consultant with the necessary information to determine the proper location of all improvements on and off site, including record drawings ("as-built drawings") in City's possession. Consultant will make a good-faith effort to verify the accuracy of such information by means of a thorough interior and exterior visual survey of site conditions. City shall also make a good-faith effort to verify the accuracy of the as-built drawings and provide any supplemental information to Consultant which may not be shown on the as-built drawings.

5.2 Form. The Final Working Drawings and Specifications must be in such form as will enable Consultant and City to secure the required permits and approvals from all federal, state, regional or local agencies concerned with the Project. In addition, the Final Working Drawings and Specifications must be in such form as will enable City to obtain, by competitive bidding, a responsible and responsive bid within the applicable budgetary limitations and cost standards. The Final Working Drawings and Specifications shall be clear and legible so that uniform copies may be on standard architectural size paper, properly indexed and numbered, andshall be capable of being clearly copied and assembled in a professional manner by Consultant.

5.3 Approval and Revisions. City shall review, study, and check the Final Working Drawings and Specifications presented to it by Consultant, and request any necessary revisions or obtain any necessary approvals by the City Council, subject to the approval of all federal, state, regional or local agencies concerned with the Project. Consultant shall make all City-requested changes, additions, deletions, and corrections in the Final Working Drawings and Specifications at no additional cost, so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, or inconsistent with earlier City direction or Consultant's professional judgment. Consultant shall bring any such conflicts and/or inconsistencies to the attention of City. The Parties agree that Consultant, and not the City, possesses the requisite expertise to determine the constructability of the Final Working Drawings and Specifications. However, the City reserves the right to conduct one or more constructability review processes with the Final Working Drawings and Specifications, and to hire an independent architect or other consultant to perform such reviews. Any such independent constructability review shall be at City's expense. Consultant shall make all City-requested changes, additions, deletions, and corrections in the Final Working Drawings and Specifications which may result from any constructability review, at no additional cost to the City, so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, or inconsistent with earlier City direction or Consultant's professional judgment. If such changes, additions, deletions or corrections are inconsistent with prior City direction, Consultant shall make such alterations and be compensated therefore pursuant to the Additional Services provision of this Agreement.

5.4 Costs of Construction. It is understood by Consultant that should the Final Working Drawings and Specifications be ordered by City, City shall specify the sum of money set aside to cover the total cost of construction of the work, exclusive of Consultant's fees. Should it become evident that the total construction cost will exceed the specified sum, Consultant shall at once present a statement in writing to the City's Representative setting forth this fact and giving a full statement of the cost estimates on which the conclusion is based.

5.5 Copies of Final Working Drawings and Specifications and Other Documents. Consultant, at its own expense, shall provide a complete set of the Final Working Drawings and Specifications described herein for City's review and approval. Additionally, at City's expense,

Consultant shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project. Any additional copies required by City shall be provided at actual cost to City.

6. CONSTRUCTION CONTRACT DOCUMENTS.

During the construction contract documents phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

6.1 Bid and Contract Documents. If so required by City, Consultant shall assist City in the completion of all bid and construction documents, including but not limited to, the Notice Inviting Bids, Instructions to Bidders, Contract Bid Forms (including Alternate Bids as requested by City), `Contract, General Conditions, Supplementary General Conditions, Special Conditions, DVBE and other applicable affirmative action documents, Performance Bond, Payment Bond, Escrow Agreement for Security Deposits, and any other certifications and documents required by federal, state and local laws, rules and regulations which may be reasonably required in order to obtain bids responsive to the specifications and drawings. All such documents shall be subject to the approval of City and City's legal counsel.

6.2 Final Estimate. At the time of delivery of these bid and construction documents, which shall include the Final Working Drawings and Specifications (collectively referred to herein as the "Construction Documents"), Consultant shall provide City with its final estimate of probable construction cost ("Consultant's Final Estimate"). As discussed herein, including in Section 7.3, it shall be the Consultant's duty to design the Project within budget.

7. BID PHASE.

During the bid phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

7.1 Reproducible Construction Documents. Once City provides Consultant with specific written approval of the Construction Documents and Consultant's Final Estimate, Consultant shall provide to City one set of reproducible Construction Documents.

7.2 Distribution of Contract Documents and Review of Bids. Consultant shall assist City in distributing the Construction Documents to bidders and conducting the opening and review of bids for the Project.

7.3 Over Budget. If the apparent lowest responsive and responsible bid on the Project exceeds the Consultant's Final Estimate by more than five percent (5%), City may request Consultant to amend, at Consultant's sole cost and expense, the Final Drawings and Specifications in order to rebid the Project and receive a lowest responsive and responsible bid equal to or less than the Consultant's Final Estimate. All revisions necessary to bring the lowest responsible and responsive bid within the Consultant's Final Estimate, including any omissions, deferrals or alternates, shall be made in consultation with, and subject to the approval of, the City.

8. CONSTRUCTION PHASE.

During the construction phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

8.1 Observation. The Project Consultant shall observe work executed from the Final Working Drawings and Specifications in person, provided that City may, in its discretion, consent to such observation by another competent representative of Consultant.

8.2 General Administration. Consultant shall provide general administration of the Construction Documents and the work performed by the contractors.

8.3 Pre-Construction Meeting. Consultant shall conduct one or more pre-construction meetings, as the City determines is needed for the Project, with all interested Parties.

8.4 Site Visits of Contractor's Work. Consultant shall conduct site visits to observe each contractors' work for general conformance with the Construction Documents and with any approved construction schedules or milestones. Such site visits shall be conducted as often as are necessary and appropriate to the stage of construction, according to the City's sole discretion, but in no event less than weekly.

8.5 Site Visits of Inspector's Work. Consultant shall conduct site visits to communicate and observe the activities of the City inspectors. Such site visits shall be conducted as often as is mutually acceptable to Consultant and City. Consultant shall direct the City inspectors and the Project contractors to coordinate the preparation of record drawings indicating dimensions and location of all "as-built" conditions, including but not limited to, underground utility lines.

8.6 Coordination of Subconsultants. Consultant shall cause all architects, engineers and other consultants, as may be hired by Consultant or City, to observe the work completed under their disciplines as required, and approve and review all test results for general conformance with the Construction Documents.

8.7 Reports. Consultant shall make regular reports as may be required by applicable federal, state or local laws, rules or regulations, as well as the federal, state, regional or local agencies concerned with the Project.

8.8 Construction Meetings; Minutes. Consultant shall attend all construction meetings and provide written reports/minutes to the City after each construction meeting in order to keep City informed of the progress of the work. Such meetings shall occur at a frequency necessary for the progress of the Project work, according to the City's sole discretion, but no less than weekly.

8.9 Written Reports. Consultant shall make written reports to City as necessary to inform City of problems arising during construction, changes contemplated as a result of each such problems, and progress of the Project work.

8.10 Written Records. Consultant shall keep accurate written records of the progress and quality of the Project work and the time schedules, and shall advise the contractors and City of any deviations from the time schedule which could delay timely completion of the Project.

8.11 Material and Test Reports. Consultant shall check and process, in a timely manner, all required material and test reports for the Project work. In addition, Consultant shall provide notice of any deficiencies in material or work reflected in such reports, as well as its recommendation for correction of such deficiencies, to the contractors and City.

8.12 Review and Response to Submissions. Consultant shall review and respond, in a timely manner, to all schedules, submittals, shop drawings, samples, information requests, change requests, and other submissions of the contractor and subcontractors for compliance with, or alterations and additions to, the Construction Documents. Consultant's review and response shall be done in such a manner so as to ensure the timely and uninterrupted progress of the Project work.

8.13 Rejection of Work. Consultant shall promptly reject, as discussed with City, work or materials which do not conform to the Construction Documents. Consultant shall immediately notify the City and contractor(s) of such rejections. Consultant shall also have the authority to recommend to the City that additional inspection or testing of the work be performed, whether or not such work is fabricated, installed or completed.

8.14 Substitutions. Consultant shall consult with City, in a timely manner, with regard to substitution of materials, equipment and laboratory reports thereof, prior to the City's final written approval of such substitutions. Consultant's consultation shall be done in such a manner so as to ensure the timely and uninterrupted progress of the Project work.

8.15 Revised Documents and Drawings. Consultant shall prepare, at no additional expense to City, all documents and/or drawings made necessary by errors and omissions in the originally approved Construction Documents.

8.16 Change Requests and Material Changes. Consultant shall evaluate and advise City, in a timely manner and in writing, of any change requests and material change(s) which may be requested or necessary in the Project plans and specifications. Consultant shall provide the City with its opinion as to whether such change requests should be approved, denied or revised. If the City has not hired a construction manager or other person to do so, the Consultant shall prepare and execute all change orders and submit them to the City for authorization. If the City has designated a construction manager or other person to prepare all change orders, the Consultant shall review all change orders prepared by such person, execute them and deliver them to the City for authorization if they meet with the Consultant's approval, or submit them to the City with recommendations for revision or denial if necessary. Consultant shall not order contractors to make any changes affecting the contract price without approval by City of such a written change order, pursuant to the terms of the Construction Documents. Consultant may order, on its own responsibility and pending City Council approval, changes necessary to meet construction emergencies, if written approval of City's Representative is first secured.

8.17 Applications for Payment. Consultant shall examine, verify and approve contractor's applications for payment, and shall issue certificates for payment in amounts approved by the City's inspector.

8.18 Final Color and Product Selection. Consultant shall coordinate final color and product selection with City's original design concept.

8.19 Substantial Completion. Consultant shall determine the date of substantial completion, in consultation with the City.

8.20 Punch List. After determining that the Project is substantially complete, Consultant shall participate in the inspection of the Project and shall review all remaining deficiencies and minor items needed to be corrected or completed on the Project, including those identified on the punch list prepared by the contractor ("Punch List Items"). Consultant shall notify

contractor in writing that all Punch List Items must be corrected prior to final acceptance of the Project and final payment. Consultant shall also notify City of all Punch List Items.

8.21 Warranties. Consultant shall review materials assembled by the contractor and subcontractors with regard to all written warranties, guarantees, owners' manuals, instruction books, diagrams, record "as built" drawings, and any other materials required from the contractors and subcontractors pursuant to the Construction Documents. Consultant shall coordinate and provide these materials to the City.

8.22 Certificate of Completion. Consultant shall participate in any further inspections of the Project necessary to issue Consultant's Certificate of Completion and final certificate for payment.

8.23 Documents for Project Close-Out. Consultant shall cause all other architects, engineers and other consultants, as may be hired by Consultant, to file any and all required documentation with the City or other governmental authorities necessary to close out the Project. Consultant shall assist the City in obtaining such documentation from all other architects, engineers, or other consultants.

9. AS-BUILT DRAWINGS.

During the as-built drawings phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

9.1 As-Built Drawings and Specifications. Not later than thirty (30) days after substantial completion of the Project, before receipt of final payment, Consultant shall review and forward the Final Working Drawings and Specifications, indicating on them all changes made by change orders or otherwise pursuant to the Construction Documents, as well as all information called for on the specifications, thus producing an "as-built" set of Final Working Drawings and Specifications ("As-Built Drawings and Specifications"). The As-Built Drawings and Specifications shall show, among other things, the location of all concealed pipe, buried conduit runs and other similar elements within the completed Project. Consultant shall personally review and certify that the As-Built Drawings and Specifications are a correct representation of the information supplied to Consultant by any inspectors and the contractor, and shall obtain certifications from any inspectors and the contractor that the drawings are correct.

9.2 Approval. Once City provides Consultant with specific written approval of the As-Built Drawings and Specifications, Consultant shall forward to City the complete set of original As-Built Drawings and Specifications or a complete set of reproducible duplicate As-Built Drawings and Specifications. The tracing shall be of such quality that clear and legible prints maybe made without appreciable and objectionable loss of detail.

9.3 Documents for Final Payment. Prior to the receipt of Consultant's final payment, Consultant shall forward to City all of the following: (1) one clear and legible set of reproductions of the computations; (2) the original copy of the specifications; (3) the As-Built Drawings and Specifications as required herein; and (4) Consultant's Certificate of Completion.

10. WARRANTY PERIOD.

During the warranty period phase of the Project, Consultant shall do all of the following, as well as any incidental services thereto:

10.1 Advice. Consultant shall provide advice to City on apparent deficiencies in the Project during any applicable warranty periods for the Project.

EXHIBIT "B"
FEE AND PHASING/FUNDING SCHEDULES

1. FEE SCHEDULE.

Consultant will invoice City on a monthly cycle based on the following fee schedule. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each phase and the total amount spent against the Total Compensation. Consultant will inform City regarding any out-of-scope work being performed by Consultant for which Consultant intends to seek compensation from City.

2. PHASING/FUNDING SCHEDULE.

Progress payments towards Total Compensation shall never exceed the following percentages of Total Compensation as of the phase indicated:

Hourly Rates

Standard Hourly Rate Schedule by Personnel

Expert	$300
Practice Leader	$265
Project Leader	$235
Senior Professional	$205
Professional II	$175
Professional	$145
Professional Support	$115
Technical / Clerical	$90

CITY OF ONTARIO *Agenda Report* **July 16, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Police Department Prepared By: Zina Hullings Department: Prepared By: Zina Hullings Staff Member Presenting: Mike Lorenz, Chief of Police Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 16

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

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

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Maintain the Current High Level of Public Safety
Operate in a Businesslike Manner

FISCAL IMPACT: The recommended amendment increases the authorized contract amount by $150,000 for a new not-to-exceed total contract amount of $300,000 and extend the agreement to June 30, 2027. Appropriations are included in Fiscal Year 2024-25 Adopted Operating Budget for scheduled and unscheduled repairs, inspection services, parts and maintenance services for helicopters.

BACKGROUND & ANALYSIS: The Police Department Air Support Unit maintains three (3) Airbus Helicopters for air patrol. To ensure the helicopters are safe to operate and readily available (to support police, fire and departmental services) maintenance and repairs are necessary on a regular basis; and undue time delays affect the City's ability to provide services to the community. Due to specialized maintenance services and parts used on the helicopters, there is a limited number of authorized vendors that can provide these. In many cases, there is a single authorized vendor that is qualified or authorized to provide the part or service.

On May 3, 2022, City Council approved Helitender, Inc. as a sole source, pre-authorized vendor for scheduled and unscheduled helicopter repairs, inspection services, parts and maintenance services. Establishing this pre-authorized list of vendor(s) facilitates the following:

- Ensure that the helicopters are serviced and repaired when needed;
- Service is performed by qualified vendors familiar with Airbus helicopters; and
- Better maintenance because vendors are familiar with the service and repair history of the helicopters.

CITY OF ONTARIO
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PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 2

TO THE GOODS & SERVICES AGREEM

BETWEEN

THE CITY OF ONTARIO

AND

HELITENDER

1. Parties and Date.

This Amendment No. 2 to the Agreement (as defined herein) is made and entered into as of this _____, by and between the City of Ontario ("City") and **HELITENDER, INC.**, a corporation with its principal place of business at 10300 Airpark Way, Hangar 3, Pacoima, California 91331 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and Contractor have entered into an agreement entitled "GOODS & SERVICES AGREEMENT" dated July 1, 2019 ("Agreement").

2.2 Amendment Purpose. The City and Contractor desire to amend the Agreement for the purpose of retaining and extending the services of Contractor from July 1, 2019 through June 30, 2027 to continue to provide scheduled and unscheduled helicopter maintenance, repairs and inspections. Compensation total is not to exceed the amount of $300,000.00.

2.3 Amendment Authority. This Amendment No. 2 is authorized pursuant to Section 3.4 of the Agreement.

3. Terms.

3.1 Amendment. Section 1.3 of the Agreement is hereby amended in its entirety to read as follows:

"The City of Ontario will accept an escalation in a not to exceed 5% in year one, and not to exceed 5% in year two and not exceed 5% in year three, with 30 days written notice. **Previous Exhibit A, B & C** is hereby deleted in its entirety and replaced with new **Exhibit A, B & C** (attached) hereto and incorporated herein by reference".

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 2, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 2. From and after the date of this Amendment No.2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 2.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

3.4 Severability. If any portion of this Amendment No. 2 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 2 TO GOODS & SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND HELITENDER

IN WITNESS WHEREOF, the Parties have entered into this Amendment No.2 as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

HELITENDER

By: _____

Its: Owner and President

Printed Name: Nick Vartanian

By: _____

Its: Treasurer

Printed Name: Armen Vartanian

EXHIBIT "A"

SCOPE OF SERVICES

Perform scheduled and unscheduled maintenance, repairs and inspections on Airbus AS350B3/H125 helicopters per the aircraft manufacturer's specifications and F.A.A. regulations including but not limited to:

100 - Hour Inspections

150 – Hour Inspections

300 - Hour Inspections

750 – Hour Inspections

1500- Hour Inspections

Engine inspections and maintenance

Track and balance main rotor assembly, tail rotor driveshaft

Airframe maintenance and inspections

Annual Inspections

Any repairs to the aircraft

Any maintenance is required to comply with Airworthiness Directives, mandatory service bulletins, service bulletins, and/or modifications as required by the aircraft manufacturer or the F.A.A.

EXHIBIT "B"

SCHEDULE OF SERVICES

The schedule and unscheduled of maintenance services will be determined by the type and scope of the aircraft maintenance or inspection to be performed. Any unscheduled maintenance will be scheduled at a mutually acceptable time with both the Contractor and the city. Those instances where the primary aircraft is not flyable, or "AOG" (aircraft on ground), the City will be given consideration in the priority of scheduling maintenance due to the loss of emergency services to the community.

The Contractor agrees to perform maintenance services at the Ontario Police Department Air Support Facility as necessary when the aircraft is not able to be flown to the Contractor's facility. Otherwise, maintenance services will be performed at the Contractor's facility.

CITY APPROVED PILOTS ARE THE ONLY PERSONNEL AUTHORIZED TO FLY CITY AIRCRAFT.

EXHIBIT "C"

COMPENSATION

Contractor will be paid $120.00 per hour or current shop rate, for labor and will support all invoices with appropriate hourly documentation.

The City will provide parts and materials to the Contractor. Otherwise, the Contractor at the expense of the City will provide parts and materials. The City reserves the right to provide any part or material through a City authorized vendor for the maintenance and/or repair of the City's helicopters.

CITY OF ONTARIO *Agenda Report* **July 16, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Gil H Mars Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Andrea Ampig, Bonnie Tam Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 17

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

RECOMMENDATION: That the City Council take the following actions:

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

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)
Encourage, Provide or Support Enhanced Recreational, Educational, Cultural and Healthy City Programs, Policies and Activities
Operate in a Businesslike Manner

FISCAL IMPACT: The recommended Agreement with K.C. Restoration Co., Inc. is in an amount of $488,488 plus a 20% contingency of $97,697, for a total contract amount not-to-exceed $586,185. The Fiscal Year 2024-25 Adopted Budget includes appropriations in the Capital Projects Fund and Facilities and Parks Maintenance Fund for the Ontario Museum of History & Arts Exterior Doors Restoration Project.

BACKGROUND & ANALYSIS: The Ontario Museum of History & Arts was built in 1937 and is

deemed a historical landmark. As of November 2023, the museum has earned the highest national recognition of being a fully accredited museum through the American Alliance of Museums. Staff anticipates this recognition to draw more attention and visitors to the Museum. In 2019, a Museum Facilities Master Plan was adopted by the City Council. This consists of the restoration or replacement of doors, transoms, and hardware such as kickplates and push bars to maintain compliance with the Americans with Disabilities Act and Building Code. Additionally, sidelights and frames will be updated to maintain the aesthetics of the Museum. These updates are a needed benefit for security, safety and visual purposes.

On April 11, 2024, the City solicited proposals for exterior door restoration at the museum. One (1) proposal was received in response to Bid No. 1782 for Museum Exterior Doors. K.C. Restoration Co., Inc., of Gardena, California was the sole bidder with a base cost of $488,488. Based on their credentials, pricing, and favorable reference checks, Staff recommends awarding the construction contract to K.C. Restoration Co., Inc. The project has an estimated completion date of January 2025.

CITY OF ONTARIO
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PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

SECTION 00500 – CONTRACT FOR CONSTRUCTION

This Contract for Construction ("Contract"), No. _____ is made and entered as of _____, by and between City of Ontario, with its principal place of business at 303 East "B" Street, Ontario, CA 91764, sometimes hereinafter called the "City" and **K.C. Restoration Co., Inc.**, sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

ARTICLE 1. SCOPE OF WORK.

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

D&C23-013 Museum Exterior Doors

Contractor is an independent contractor and not an agent of the City. The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION.

Time is of the essence in the performance of the Work. The Work shall commence on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within 120 calendar days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE.

The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **Four Hundred Eighty-Eight Thousand Four Hundred Eighty-Eight Dollars ($488,488)**. Payment shall be made as set forth in the General Conditions. The City will pay to Contractor compensation based upon the prices set forth in the Bid Schedule.

ARTICLE 4. LIQUIDATED DAMAGES.

Contractor acknowledges that the City will sustain actual damages for each and every Day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City's actual damages. Accordingly, in accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of $250 (Two Hundred Fifty Dollars) for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent the City, in case of Contractor's default, from terminating the Contractor.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.

The "Contract Documents" include the following:

Notice Inviting Bids
Instructions to Bidders
Bid Forms
Bid Acknowledgement
Bid Schedule
Bid Guarantee
Designation of Subcontractors
Information Required of Bidders
Non-Collusion Declaration Form
Iran Contracting Act Certification
Public Works Contractor DIR Registration Certification
Performance Bond
Payment (Labor and Materials) Bond
Contract for Construction
General Conditions
Special Conditions
Specifications
Addenda
Construction Plans and Drawings
Standard Specifications for Public Works Construction "Greenbook", latest edition, Except Sections 1-9
Applicable Local Agency Standards and Specifications, as last revised
Reference Specifications

Approved and fully executed Change Orders
Permits
Any other documents contained in or incorporated into the Contract

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

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

ARTICLE 7. INDEMNIFICATION.

Contractor shall provide indemnification and defense as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES.

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

ARTICLE 9. FALSE CLAIMS.

Contractor acknowledges that if a false claim is submitted to the City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

CITY OF ONTARIO

By: _____
Scott Ochoa
City Manager

ATTEST:

By: _____
Sheila Mautz, City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

K.C. RESTORATION CO., INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

END OF CONTRACT

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Section 1							$360,743.46		
1			Door Replacement, Door Repair and Hardware Replacement	Lot	1	$360,743.46	$360,743.46	Yes	
Section 2							$127,743.90		
2			Staining of all Doors and Transoms	Lot	1	$127,743.90	$127,743.90	Yes	
Section 3							$0.00		
3			Additional Fees (if applicable)	Lot	1	$0.00	$0.00	Yes	
4			Sales Tax (if applicable)	Lot	1	$0.00	$0.00	Yes	

Line Item Subtotals

Section Title	Line Total
Section 1	**$360,743.46**
Section 2	**$127,743.90**
Section 3	**$0.00**
Grand Total	**$488,487.36**

CITY OF ONTARIO *Agenda Report* **July 16, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Daniel P Beers Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Andrea Ampig, Bonnie Tam Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 18

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

RECOMMENDATION: That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute Amendment No. 4 to the Design Services Agreement with HMC Architects, of Ontario, California, to provide on-call Landscape Architectural Services for the Municipal Services Center Relocation Project in the amount of $3,666,359 for a total not-to-exceed contract amount of $8,095,330 and extend the contract term to October 27, 2027, and
B. Authorize the City Manager, or his designee, to execute Amendment No. 4 to the Professional Services Agreement with Tilden-Coil Constructors, Inc., of Riverside, California, for Construction Management Multi-Prime Services for the Municipal Services Center Relocation Project in the amount of $1,857,530 for a total not-to-exceed contract amount of $31,901,477; and
C. Authorize the City Manager, or his designee, to execute all documents required for the completion of the project including, but not limited to, contracts, agreements, assessments, easements, reduction of retention accounts, and filing a notice of completion at the conclusion of all construction related activities.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

FISCAL IMPACT: The recommended Amendment No. 4 for HMC Architects is in an amount of $3,666,359 for a total not-to-exceed contract amount of $8,095,330. The recommended Amendment No. 4 for Tilden-Coil Constructors, Inc. is in an amount of $1,857,530, for a new total not-to-exceed contract amount of $31,901,477. The total contract amounts for both Agreements

include work performed for various citywide projects. The combined total cost of all recommended actions is $5,523,889. The Fiscal Year 2024-25 Adopted Budget includes appropriations in the Capital Projects Fund, Water Capital Fund, Sewer Capital Fund, and Integrated Waste Fund for these services.

BACKGROUND & ANALYSIS: On April 15, 2024, Staff received proposals from several architectural firms through the City's electronic bidding system for Bid No. 1775. The proposers were rated and the top three were brought in for an interview. The top three (3) proposers, HMC Architects, Stantec Architects, Inc., and Ruhnau Clarke Architects, gave a presentation to City Staff. HMC Architects was selected to be the potential Architect for the Municipal Services Center Relocation Project. HMC Architects' proposal will bring the City's plan to schematic design. The schematic design for the Municipal Services Center Relocation will house the Public Works Agency, Fiber Optics Department under Information Technology, and the Ontario Municipal Utilities Company. Additionally, the Community Life and Culture Agency, Information Technology Agency, and the Broadband Department under the Management Services Agency may also utilize storage space at the new Corporate Yard.

The proposal for construction management multi-prime services from Tilden-Coil Constructors for the construction management services will include schematic planning, construction plans, specifications, cost estimates, bidding support, and management oversight for the Municipal Services Center.

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

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND TILDEN-COIL CONSTRUCTORS, INC.

1. Parties and Date.

This Amendment No. 4 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and **Tilden-Coil Constructors, Inc.**, a CORPORATION, ("CONSULTANT"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and Consultant have entered into an agreement entitled "PROFESSIONAL SERVICES AGREEMENT" dated April 4, 2023. ("Agreement").

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to revise the scope of services and include construction management services for Municipal Services Center Relocation and increase the not to exceed compensation amount by **One Million Eight Hundred Fifty-Seven Thousand Five Hundred Thirty Dollars ($1,857,530)** for a total not to exceed amount of **Thirty-One Million Nine Hundred One Thousand and Four Hundred Seventy-Seven Dollars ($31,901,477).** The Parties have heretofore entered into Amendment No. 1 dated August 15, 2023, Amendment No. 2 dated March 5, 2024, and Amendment No. 3 dated April 16, 2024.

2.3 Amendment Authority. This Amendment No. 4 is authorized pursuant to Section 3.7.14 of the Agreement.

3. Terms.

3.1 Amendment. Section 3.1.1 and 3.2.1 of the Agreement is hereby amended in its entirety to read as follows:

"3. 1. 1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional architectural and related consulting services necessary for the Project (" Services"). The Services are more particularly described in Attachment "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

"Section 3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit " C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Thirty-One Million Nine Hundred One Thousand and Four Hundred Seventy-Seven Dollars ($31,901,477)** ("Total Compensation") without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

Exhibit C is hereby deleted in its entirety and replaced with Attachment A attached hereto and incorporated herein by reference.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 4, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 4. From and after the date of this Amendment No. 4, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No 4.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 4.

3.4 Severability. If any portion of this Amendment No. 4 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 4 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND TILDEN-COIL CONSTRUCTORS, INC.

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 4 as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

TILDEN-COIL CONSTRUCTORS, INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED]

Tilden-Coil CONSTRUCTORS, Inc.
Building with Integrity Since 1938

June 7, 2024

Tito Haes, Executive Director Public Works
City of Ontario
1333 S. Bon View
Ontario, CA 91761

Re: REVISED Proposal for CM Multi-Prime Services for the Ontario New Corporate Yard project – Phase 1 Preconstruction Services

Dear Tito,

We are pleased to present our fee proposal to provide CM Multi-Prime services for the Ontario new Corporate Yard project. It is exciting to anticipate the impact this new project will have on the city and its staff!

This proposal is to provide preconstruction phase services with the intent that construction phases services will be assigned under a subsequent proposal upon approval by the City.

Our Fee structure, outlined below, is in alignment with on-call rates submitted in February 2023. Our understanding of the scope of the project is as follows:

Ontario New Corporate Yard.
The new Corporate Yard is to be located at the City owned property at 2200 E. Philadelphia St., Ontario, CA 91761 which is currently the site of the Ontario Soccer Park as well as a portion of the Whispering Lakes Golf Course which will both be relocated. The new Corporate Yard will serve multiple City agencies such as Administrative Services, Public Works Department (Parks & Street Maintenance and Facilities & Fleet Maintenance, and Design & Construction), Fiber Optics Department under Information Technology Services, and the Ontario Municipal Utilities Company (Administrative Services & Integrated Waste Operations, Utilities Engineering Division, Utilities Operations Division and Water Resources). Additionally, the Community Life and Culture Division, Information Technology and the Development Agency may also utilize storage space at the new Corporate Yard. The target construction budget of the Project is $250 million (inclusive of escalation) and may be adjusted depending on the design and scope approved by the City.

The anticipated project schedule is identified below and is subject to change based. An updated schedule will be developed at the conclusion of the schematic design phase and the durations and dates below are assumed durations for preconstruction efforts to support the project. If extended durations are needed to support preconstruction, it would be considered with the phase 2 proposal.

- Programming/Conceptual design 6/1/24 to 9/1/24 Schematic Design 9/2/24 to 2/1/25
- Design Development 2/2/25 to 7/1/25
- Construction Documents 7/2/25 to 1/1/26
- Permitting process 1/2/26 to 6/1/26
- Bid process 6/2/26 to 9/15/26
- Construction 10/1/26 to 10/1/28

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Total CM Compensation

Current Construction Budget:	$250,000,000
CM Fee (3.85%):	$9,625,000
1. Preconstruction:	$413,780
2. 15% of CM Fee:	$1,443,750
3. Total (1+2)	$1,857,530

Preconstruction Services

Preconstructions Services is based on a design/preconstruction duration identified in the attachment to this proposal. The preconstruction services amount shall be billed in equal monthly installments throughout the preconstruction phase. Preconstruction Services include the following for each phase of work/separate project:

- Management Oversight and Support, Meetings, Design Coordination
- Estimating (Schematic Design, Design Development, Construction Documents)
- Prepare Trade Scope Packages
- Bidding Support Services
- Value Engineering
- Constructability Review
- Scheduling & Logistics Planning
- Building Information Modeling (Clash Detection, Utility Modeling)

CM Fee

CM Fee shall be calculated on the anticipated cost of construction and shall be adjusted based upon the actual cost of construction using the fee percentage of 3.85%. Fifteen Percent (15%) of the CM Fee shall be paid during the design/preconstruction phase of the project and Eighty-Five Percent (85%) shall be paid during the construction phase of the project.

We look forward to continuing our relationship with the City of Ontario. Please do not hesitate to contact me with any questions.

Sincerely

Jason Howarth
Project Executive
Tilden-Coil Constructors
Building with Integrity Since 1938
P: 951.684.5901 Ext. 209

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Tilden-Coil Constructors, Inc.
Billable Rates Ontario Convention Center Expansion

Rates include escalation through ***July 2028*** and shall be subject to adjustment annually in alignment with the consumer price index for the area.

Position	Hourly Rate
Project Executive	$187.00
Production Director	$187.00
Safety Officer	$139.00
Sr. Project Manager	$156.00
Sr. Superintendent	$156.00
Project Manager	$139.00
Assistant Project Manager	$129.00
Superintendent	$139.00
Area/Assistant Superintendent	$127.00
Scheduler	$158.00
BIM Manager	$175.00
BIM Specialist	$151.00
BIM Technician	$135.00
TCC Survey	$151.00
Preconstruction Manager	$136.00
Sr. Project Engineer	$124.00
Project Engineer	$113.00
Estimator	$106.00
Preconstruction Coordinator	$64.00
Labor Compliance Coordinator	$72.00
Accountant	$108.00
Sr. Project Administrator	$79.00
Project Administrator	$70.00
Project Engineer Intern	$43.00
Field Labor	$103.00

CITY OF ONTARIO
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CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 4 TO THE DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND HMC GROUP DBA HMC ARCHITECTS

1. Parties and Date.

This Amendment No. 4 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and **HMC Group dba HMC Architects**, a Corporation "Consultant". City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and Consultant have entered into an agreement entitled "Design Service Agreement" dated January 1, 2020 ("Agreement").

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement and add the design scope for D&C24-001 Municipal Services Center Relocation, extend the term of the contract until October 27, 2027 and increase the not to exceed amount by **Three Million Six Hundred Sixty-Six Thousand and Three Hundred Fifty-Nine Dollars ($3,666,359).** The parties have heretofore entered into Amendment No. 1 dated July 22, 2022, Amendment No. 2 dated March 7, 2023, and Amendment No. 3 dated September 5, 2023.

2.3 Amendment Authority. This Amendment No. 4 is authorized pursuant to Section 3.37 of the Agreement.

3. Terms.

3.1 Amendment. Section 3.1.1, 3.1.2 and 3.10.1 of the Agreement is hereby amended in its entirety to read as follows:

> "3. 1. 1 Scope of Services. Consultant promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional architectural and related services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement (hereinafter referred to as "Services"). The Services are more particularly described throughout this Agreement, including Exhibit "A"

attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, any exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. All Services performed by Consultant shall be subject to the sole and discretionary approval of the City, which approval shall not be unreasonably withheld. Additionally, Consultant shall comply with all Federal requirements applicable to the Services as set forth in Exhibit "A-I."

"3. 1. 2 Term. The term of this Agreement shall be from **January 1, 2020 to October 27, 2027**, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than two (2) additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines."

"3.10.1 Consultant's Compensation for Basic Services. City shall pay to consultant, for the performance of all Services rendered under this Agreement, with the total not to exceed amount of **Eight Million Ninety-Five Thousand Three Hundred Thirty Dollars ($8,095,330**) ("Total Compensation"). This Total Compensation amount shall be based upon, and may be adjusted according to, the fee schedule and related terms and conditions attached hereto as Exhibit "B" and incorporated herein by reference. The total compensation, as may be adjusted upon mutual agreement, shall constitute complete and adequate payment for Services under this Agreement."

Exhibit A and B is hereby amended with Attachment A attached hereto and incorporated herein by reference.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 4, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 4. From and after the date of this Amendment No. 4, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 4.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 4.

3.4 Severability. If any portion of this Amendment No. 4 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 4 TO THE DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND HMC GROUP DBA HMC ARCHITECTS

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 4 as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

HMC GROUP dba HMC ARCHITECTS

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED]

June 12, 2024

Mr. Tito Haes
Executive Director Public Works
City of Ontario
1333 S. Bon View Ave.
Ontario, CA 91761
thaes@ontarioca.gov

Regarding: Proposal for Architectural & Engineering Services
City of Ontario
Corporate Yard (CY)
HMC #2518009-000

Dear Mr. Haes:

HMC Group (HMC) is pleased to submit the following Proposal to provide Architectural, Engineering, and Specialty Consultant Services for the above-mentioned Projects.

A. Proposed Project:

The Project will consist of two new buildings:

- A new Corporate Yard Campus, including multiple new buildings, new site work and site elements, to serve multiple City agencies such as Administrative Services, Public Works Department (Parks & Street Maintenance and Facilities & Fleet Maintenance, and Design & Construction), Fiber Optics Department under Information Technology Services, and the Ontario Municipal Utilities Company (Administrative Services & Integrated Waste Operations, Utilities Engineering Division, Utilities Operations Division and Water Resources). Additionally, the Community Life and Culture Division, Information Technology and the Development Agency may also utilize storage space at the new Corporate Yard.
- The full scope of the Corporate Yard shall be determined in Programming and Conceptual Design; however, it is anticipated the following elements will be included:
    - Demolition of existing site and structures
    - Office building
    - Operations building
    - Supervisory Control and Data Acquisition (SCADA) Room with ability to serve as EOC
    - Water control quality lab (approximately 400 sf)
    - Shop area
    - General warehouse space
    - Community Life and Culture warehouse space with HVAC and humidity controls for proper museum storage (approximately 20,000 sf)
    - Other support buildings
    - Multi-level parking structure with fleet maintenance shop on bottom floor and designated employee/visitor levels
    - Covered wash bay
    - Full CNG Fuel station with capacity for approximately 20 pumps and covered by canopy structure
    - Electrical infrastructure and facilities to support phased implementation of all-electric fleet

  - Fleet/equipment parking
  - Laydown area
  - Retention basin
  - Waste transfer station
- A preliminary approximation of square footage is below; this is likely to change during Programming and Conceptual Design.

Component	Total Gross SF
Office, Centralized Employee Facility and Support Areas	60,573
Shop/Storage Covered	284,960
Shop/Storage Open	228,188
Fleet/Equipment Parking	203,720
Employee Parking	217,000
Visitor Parking	17,955
Other Site Elements	130,753

- The target construction budget of the Project is $250 million (inclusive of escalation) and may be adjusted depending on the design and scope approved by the City.
- The Scope of Services will be divided into Tasks:
  - Task 1 shall be Programming and Conceptual Design through Schematic Design
  - Task 2 shall be Design Development through Contract Administration.

B. Site Description:

The new Corporate Yard is to be located at the City owned property at 2200 E. Philadelphia St., Ontario, CA 91761 which is currently the site of the Ontario Soccer Park as well as a portion of the Whispering Lakes Golf Course which will both be relocated.

C. Scope of Services:

Task 1a: Programming and Conceptual Design

1. Programming:
   a. Work with the City to understand current and future needs for the Corporate Yard.
   b. Prepare space program by category with square footages and quantity.
   c. Prepare room data sheets for each type of space indicating unique requirements.
   d. Prepare a conceptual adjacency diagram.
   e. Facilitate a maximum of a five (5) day Stakeholder Engagement Workshop to engage user groups to listen and gather feedback about current facilities and future needs. Review and discuss findings with the City and confirm final program.
   f. Develop a Cost Plan for the Project based on the program.
   g. Compare the Cost Plan with the Project budget and if necessary, modify the Scope of Work with Owner to reconcile the Cost Plan and Project budget.
2. Conceptual Site Planning:
   a. Prepare a site analysis diagram, incorporating existing site conditions, environmental conditions, and unique opportunities identified by the stakeholder group.
   b. Prepare up to three site concept options.
   c. Prepare one final conceptual site plan.
3. Preliminary Design:

a. Prepare up to three preliminary massing concept options.
b. Develop one massing concept into a final preliminary design.

4. Cost Estimate:
   a. Prepare a cost estimate of the preliminary design.
5. Final Deliverables:
   a. Programming and Conceptual Design package will include program summary, program room data sheets, adjacency diagram, building plan diagrams, preliminary site plans, preliminary massing concept, and cost estimate.

Task 1b: Schematic Design

1. Facilitate a Design Workshop to review floor plan concepts from prior planning phase, engage stakeholders, and build consensus on final direction.
2. Facilitate all-day Milestone Page Turn meeting with the Owner to review 100% Schematic Design deliverable and gather feedback. HMC shall provide a cost estimate, and if necessary, steps to reconcile the estimate with the Project budget. At the conclusion of the meeting, Owner to provide Notice to Proceed into next Design Development, which represents an understanding and approval of Scope, Schedule and Budget as indicated in the Submittal.
   a. HMC to provide 100% Schematic Design Submittal, which includes design drawings, Architecture/Engineering (A/E) basis of design narratives, and cost estimate. Refer to Attachment “D” HMC Production Document Deliverables for additional information.

Task 2: Design Development through Contract Administration

1. At each phase of design, HMC shall facilitate all-day Milestone Page Turn meeting with the Owner to review milestone deliverables and gather feedback. HMC shall provide a cost estimate, and if necessary, steps to reconcile the estimate with the Project budget. At the conclusion of each meeting, Owner to provide Notice to Proceed into next phase, which represents an understanding and approval of Scope, Schedule and Budget as indicated in the Submittal.
   a. HMC to provide 100% Design Development Submittal, which includes design drawings and an updated cost estimate. Refer to Attachment “D” HMC Production Document Deliverables for additional information.
   b. HMC to provide 100% Construction Document Submittal, which includes design drawings, specifications, and an updated cost estimate. Refer to Attachment “D” HMC Production Document Deliverables for additional information.
2. Obtain City of Ontario Planning and Building Department approval for the Project.
3. Assist with Bidding, which include answering pre-bid RFIs, providing addenda as required, and evaluation of contractor bids.
4. Provide Contract Administration services, HMC anticipates the following:
   a. Attending one (1) preconstruction meeting with City & General Contractor.
   b. Attending approximately ninety (90) weekly Owner, Architect, Contractor (OAC) meetings.
   c. Attending approximately sixty (60) Construction Observation visits from the A/E team (if attending OACs in-person, construction observation visits will coincide with OACs).
   d. Responding to approximately two hundred (200) Submittals (shop drawings, product data, etc.).
   e. Responding to approximately four hundred (400) Requests for Information (RFI).
   f. Reviewing and approving monthly contractor Pay Applications.
   g. Preparing one (1) A/E Punch List of the construction prior to Owner occupancy.

h. Reviewing contractor-prepared Closeout Documents (subcontractor and material provider warranties, operations & maintenance manuals, contractor's as-built drawings).

D. Preliminary Schedule:

Refer to Attachment "E" for the Preliminary Project Schedule. This is intended to provide a rough timeline of the project based on known information at this time but is subject to change as additional information is discovered as the project moves forward through the subsequent phases.

Note: The Owner and Architect agree and acknowledge that the performance of the Architect's services may depend upon other parties and circumstances which the Architect cannot control. The schedule and fee, therefore, may be extended by agreement between the Owner and Architect, except where the Architect is solely responsible for Project delays.

E. Assumptions / Exclusions:

a. Services
    a. Task 1a Services include:
        - Architectural
        - Municipal Facility Specialist
        - Topographic and Utility Survey
        - Geotechnical Report
        - Environmental Documentation Support and Coordination
        - Cost Estimating
    b. Task 1b Basic Services include:
        - Architectural
        - Civil Engineering, On-Site
        - Landscape Architecture
        - Structural Engineering
        - Mechanical, Plumbing, and Electrical Engineering
        - Cost Estimation
    c. Task 1b Supplemental Services include:
        - Municipal Facility Specialist
        - Civil Engineering, Off-Site
        - Fire Sprinkler and Alarm Engineering
        - Data/Telecom/Low Voltage Engineering
        - Security (Intrusion/CCTV) Engineering
        - Acoustical
        - Audio-Visual
        - Arborist
        - Signage and Wayfinding Design
        - Furniture, Fixtures, and Equipment (FF&E)
        - Fundamental Commissioning
        - Photovoltaic and Battery Storage Design

- Roofing and Waterproofing Consulting
- Curtainwall Consulting

d. Task 2 Basic Services include:
- Architectural
- Civil Engineering, On-Site
- Landscape Architecture
- Structural Engineering
- Mechanical, Plumbing, and Electrical Engineering
- Cost Estimation

e. Task 2 Supplemental Services include:
- Municipal Facility Specialist
- Civil Engineering, Off-Site
- Fire Sprinkler and Alarm Engineering
- Data/Telecom/Low Voltage Engineering
- Security (Intrusion/CCTV) Engineering
- Acoustical
- Audio-Visual
- Arborist
- Signage and Wayfinding Design
- Furniture, Fixtures, and Equipment (FF&E)
- Fundamental Commissioning
- Photovoltaic and Battery Storage Design
- Roofing and Waterproofing Consulting
- Curtainwall Consulting

f. Specialty consultants other than those listed in this Proposal are excluded.

b. Energy and Sustainability
   a. LEED, WELL, Zero Energy Building, or other sustainable certification(s) of any type related to this Project are excluded.
   b. Fundamental Commissioning, as required by the 2022 California Energy Code and the CALGreen Code, is included.
   c. Design of photovoltaics and battery storage system, per 2022 California Energy Code, is included.
   d. Commissioning or training of systems are excluded.
   e. Detailed on-site renewable energy and/or IAQ management plans are excluded.
   f. QSP monitoring services; horizontal control plans; Standard Urban Stormwater Mitigation Plan (SUSMP), and off-site work is excluded.
   g. QSD services for development of Storm Water Pollution Prevention Plan (SWPPP) is included. Fees for submission of SWPPP shall be paid for by Owner.

c. Construction
   a. It is assumed that project delivery method is CM Multi-Prime (CMMP).
   b. Construction duration is preliminarily estimated at a maximum of twenty-four (24) calendar months. Should the construction schedule be extended through no fault of the architect, additional services for extended Contract Administration services shall apply.
   c. Construction staking during construction is excluded and shall be provided by General Contractor.

d. Fees
   a. Agency and permit fees are excluded.

b. Testing and inspection fees are excluded.

e. Deliverables
   a. Development of Record Drawings from Contractor's As-Builts is excluded.
   b. Hard copy prints of Construction Documents and Specifications are excluded.

F. Compensation:

HMC will provide the services listed in the Scope of Work above for a fixed fee of as follows:

Task 1 shall be a fixed fee of **Three Million, Five Hundred Sixty-Six Thousand, Three Hundred Fifty-Eight Dollars ($3,566,359)**, based on consultants' proposals and HMC's estimated hours to complete the Scope of Services listed in Section C. Refer to Section H for Additional Services.

Task 1a: Programming and Conceptual Design

Architectural	$389,645
Civil Engineering	$33,350
Topographic and Utility Survey	$40,250
Geotechnical Report	$37,950
Cost Estimation	$28,750
Task 1a Total Fee	**$529,945**

Task 1b: Schematic Design

Architectural	$1,784,901
Civil Engineering, On-Site	$170,775
Landscape	$82,800
Structural	$301,013
Mechanical	$100,830
Plumbing	$60,817
Electrical	$127,760
Cost Estimation	$31,050
Total Basic Services	**$2,659,946**
Municipal Facility Specialist	$282,038
Civil, Off-Site	$5,175
Fire Sprinkler and Alarm Engineering	$13,407
Data/Telecom/Low Voltage/Security Engineering	$18,492
Acoustical	$10,005
Audio-Visual	$8,625
Arborist	$5,175
Fundamental Commissioning	$18,026
Roofing and Waterproofing Consulting	$15,525
Total Supplemental Services	**$376,468**
Task 1 Total Fee	**$3,566,359**

Task 2 shall be a fixed fee, based on estimated construction cost of the Project. Task 2 fee shall be reconciled through Contract Amendment after completion of Schematic Design estimate at the end of Task 1.

G. Additional Services:

If Additional Services are required beyond the original Scope of Work, such services described in Attachment “B”, HMC will bill on an hourly basis per Attachment “A”, HMC Standard Hourly Rate Schedule.

H. Reimbursable Expenses:

Reimbursable expenses are preliminarily estimated not to exceed **One Hundred Thousand Dollars ($100,000)**. Reimbursable expenses are in addition to compensation for Consulting Services, including printing, plotting, delivery, and other expenses related to Agency review, Bidding, Construction or other Owner requested costs. Expense of fees paid for securing approval of authorities having jurisdiction over the Project. The Architect's compensation shall be computed based on one and one fifteenth (1.15) times the amounts invoiced to the Architect.

Please review this Proposal and if it meets with your approval, please send HMC your Standard Form of Agreement for signature.

If you have any questions or need additional information, please contact me at (626) 826-9108.

Sincerely,



Brandon Gullotti AIA, NCARB
Principal In Charge
HMC Architects

Encl.: Attachment “A” – Standard Rate Schedule
Attachment “B” – Additional Services List
Attachment “D” – HMC Production Deliverables
Attachment “E” – Preliminary Project Schedule

cc: Sarah Gradillas, File-02 Contracts Information-03 AOA\PROPOSALS

HMC Group

ATTACHMENT "A"

HMC Rate Schedule
Hourly Rate by Professional Category
(Not all categories need apply to this contract)

Description		Rates
Principal in Charge	$	330
Sr Project Manager/Sr Project Architect/Sr Technical Manager	$	245
Project Manager/Project Architect/Technical Manager	$	230
Job Captain/Technical Leader	$	190
Project Coordinator	$	160
Senior Construction Administrator	$	250
Construction Administrator	$	230
Construction Administration Support	$	125
Design Principal	$	330
Senior Project Designer	$	245
Project Designer	$	230
Design Leader	$	190
Designer II	$	140
Designer	$	125
Sustainability Director	$	275
Specifications Writer	$	210
Visualization Arts	$	190

These are the current hourly rates effective July 1, 2023, through June 30, 2024 and are subject to change one time annually effective July 1st

ATTACHMENT "B"

ADDITIONAL SERVICES

The Additional Services described in this Attachment are not included in Basic Services and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services, Additional Services may only be provided if authorized or confirmed in writing by the Owner and Architect.

Project Representation Beyond Basic Services:

1. ***Revisions:*** Making revisions in Drawings, Specifications, Project Manual or other documents when such revisions are:

   a. Inconsistent with approvals or instructions previously given by the Owner;

   b. Required by the enactment, revised interpretation, jurisdictional differences in interpretation, or revision of codes, laws or regulations subsequent to the preparation of such documents, or additional costs caused by delays resulting from such.

2. ***Project Changes:*** Providing services required because of changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction.

3. ***Change Orders:*** Preparing Drawings, Specifications and other documentation, analysis and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and directives.

4. ***Default:*** Providing services made necessary by the default or termination of the Contractor, by defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner, Contractor or others performing services or providing work on the Project.

5. ***Contractor's Submittals:*** Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect.

6. ***Contractor's RFI:*** Responding to the Contractor's requests for information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

7. ***Claims:*** Providing services in connection with claims submitted by Contractor or others.

8. ***Hearings, Proceedings:*** Providing services in connection with the preparation for, or attendance at, public hearings or other meetings, or legal proceedings, except where the Architect is a party thereto.

Contingent Additional Services

1. ***Existing or Other Facilities:*** Providing services to investigate facilities or existing conditions or to make measured drawings thereof.

2. ***Detailed Estimates:*** Providing detailed estimates of Construction Cost.

3. ***Providing Other Consultants:*** Providing services of consultants, if any other than those specified as Basic Services under this Agreement.

4. ***Post Completion/Extended Construction:*** Providing services after the original completion date not due to the fault of the Architect/Engineer or after issuance to the Owner of the final Certificate for Payment, or thirty (30) days after the date of Substantial Completion of the Work, whichever is earlier.

5. ***Project Hold/Resumption:*** If the Project is placed on hold by the Owner for more than 90 days due to circumstances beyond the direct control of the Architect, the schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services.

6. ***Other Additional Services:*** Providing any other services not otherwise included in this Agreement.

ATTACHMENT "D"

HMC PRODUCTION DELIVERABLES

100% Schematic Design Submittal

- **Project Schedule**
- **Program & Budget**
- **Design, Energy Conservation, Code Analysis**
- **Architectural Requirements**

  Site Civil and Landscape Drawings

  - Site demolition.
  - Locations of existing site utilities.
  - Overall dimensions of proposed new or altered buildings, property lines, setbacks, roadways and distance from site features. Indicate service drives, easements, parking patterns, walks, stairs, ramps, retaining walls, fences, fire hydrants, above and below ground storage (dry & wet), and equipment.
  - Topography and proposed finished elevations of building entrances and major access ways.
  - Method of site drainage and retention.
  - Site profile sections as necessary to depict grade breaks.
  - Landscape design and features of green and hardscaped areas.
  - Narrative Report documenting findings and design impacts from site investigations, geotechnical and environmental reports.

  Floor Plans

  - Room names with cross reference to sizes required by project program.
  - Overall dimensions, grid, partition, and column layouts with door & window openings.
  - Demolition plan if required by the project.

  Elevations and Sections

  - Exterior elevations depicting height and relationship to natural and graded ground contours.
  - Sections as needed to explain the structure or its design features.

  Code Analysis

  - Allowable building area calculations in accordance with construction type, side yards, setbacks, fire sprinkler increases, zoning code floor area ratios if applicable and building height compliance.
  - Floor plans depicting exit system, occupancy and area separations.
  - Mixed occupancy ratios if applicable.
  - Calculated plumbing fixture counts.

  Architectural Narrative

  - General description of architectural materials and building systems

- **Structural Requirements**
  - Written description of the recommended structural system and the basis of recommendation over other approaches.
  - Conceptual foundation and framing plans.

- **Plumbing Requirements**
  - Written analysis of the calculated load demands and capacity of existing systems and available utility services – including fire service, sanitary systems, natural gas, domestic water, storm retention and release.
  - Plumbing plans with diagrammatic water service, storage, roof drainage, fire risers if applicable and invert elevations at points of connection with site utilities.

- **HVAC Requirements**
  - Written analysis of the calculated loads of systems. Description of recommended system and the basis of recommendation over other approaches.
  - Conceptual single-line mechanical diagram showing major ducts and equipment. Identification and sizes of primary service ducts, locations and weights of major equipment items including cooling towers, chillers, pumps, fans, air-handling units, compressors and related items.
  - Capacity of existing systems if applicable based on record drawings, field inspections and/or test reports.
  - Description of hoods and ducting with relationship between exhaust and fresh air supply.

- **Electrical & Telecommunications Requirements**
  - Site electrical plan, indicating method of service for electrical power, telecommunications, and fire alarm systems.
  - Single line diagram showing:
    1. Method of service.
    2. Major transformers and transformer substations.
    3. Major switchboards, motor control centers, panels and distribution boards.
    4. Major components of emergency power.
    5. Major components of telecommunications systems – BDF, IDF, point of connection to existing backbone if applicable.
  - Basis of design narrative report for lighting approach and other applicable systems such as public address, fire alarm, security, call systems and pneumatic tube.

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100% Design Development Submittal

- **Updated Project Schedule**
- **Updated Program & Budget**
- **Updated Design, Energy Conservation, Code Analysis**
- **Expanded Architectural Requirements**

Site Civil and Landscape Drawings

- Site demolition, with location of existing structures and utilities abandoned and to remain.
- Composite site utility plan with invert elevations to utility service points of connection.
- Off-site improvements.
- Overall dimensions of proposed new or altered buildings, property lines, setbacks, roadways and distance from site features. Indicate service drives, easements, parking layouts, walks, stairs, ramps, retaining walls, fences, fire hydrants, above and below ground storage (dry & wet), and equipment with reference to a benchmark or datum point.
- Topography and proposed finished elevations of building entrances and access ways, walks, stairs, ramps, retaining walls, fences.
- Method of site drainage and retention, design details and hydrology calculations.
- Site profile sections as necessary to depict grade breaks and transition details.
- Landscape design with plant & tree selections, pedestrian and green space features - hardscaped design, patterns and details to explain the concept.
- Updated Narrative Report documenting findings and design impacts from site investigations, geotechnical and environmental reports.

Floor Plans

- Room names with cross reference to sizes required by project program with defined corridors, lobbies, stairs, elevators, toilet rooms, janitors' closets, and mechanical/electrical equipment rooms.
- Overall dimensions, grid, partition, and column layouts with door & window openings with provisions for making facilities accessible to and usable by the disabled.
- Location of plumbing fixtures such as floor drains, drinking fountains, showers, fire-hose cabinets, fire extinguisher cabinets, fume & exhaust hoods.
- Major built-in features such as fixed seating, food service equipment, display cases, counters, shelves, lockers, laboratory workspaces, and casework.
- Contract or movable furniture systems layouts indicating differences between fixed and movable furniture systems and equipment.
- Floor and wall finish patterns and accents.

- Demolition plan if required by the project.

Reflected Ceiling Plans

- Lighting layouts, ceiling systems and design elements such soffits, troughs, vaults, and coffers.

Roof Plans

- Indicating roof mounted equipment, slopes, ridges, drains, roof screens, parapet heights, roofing material, roof hatches and other associated equipment.

Elevations and Sections

- Exterior elevations depicting height and relationship to natural and graded ground contours.
- Depict all building elements including penthouses, entrances, canopies, windows, doors, stairs, platforms, louvers, stacks, and similar items with indicated finish of materials.
- Sections as needed to explain the structure or its design features. Including longitudinal and traverse sections for each major area, indicating floor elevations, ceiling heights, tunnels and unexcavated areas, basements, rooflines, and parapets, passages between buildings if applicable – sections cross referenced to floor plans.
- Coordinate and indicate HVAC distribution and hood venting.

Interior Elevations

- Elevations of all major rooms and design features with details to explain concept and design.

Schedules

- Door Schedule denoting size, type, frame, rating assembly, material and special comments.
- Window Schedule denoting size, type, frame, glazing, window covering if applicable and special comments.
- Finish Schedule denoting material finish of floor, floor base, wall & ceiling.

Updated Code Analysis

- Allowable building area calculations in accordance with construction type, side yards, setbacks, fire sprinkler increases, zoning code floor area ratios if applicable and building height compliance.
- Floor plans depicting exit system, occupancy and area separations.
- Mixed occupancy ratios if applicable.
- Calculated plumbing fixture counts.
- Illustrate code implications from preliminary review and interpretations of agencies.

Enlarged Room Plans

- Equipment rooms indicating layout of equipment to ensure sufficient space has been allocated.
- Toilet Rooms and support services rooms.
- Special design feature rooms.

Outline Specifications

- Updated and more detailed description for all finishes and materials, building components and systems as compared with the schematic design documents submittal - including specifications for structural, mechanical, plumbing, electrical/telecommunications and building support systems.
- Division 01- General Requirements.

- **Structural Requirements**
  - Updated written description of the recommended structural system and the basis of recommendation over other approaches.
  - Foundation and framing plans based on load calculations and seismic analysis.

- **Plumbing Requirements**
  - Updated written analysis of the calculated load demands and capacity of existing systems and available utility services – including fire service, sanitary systems, natural gas, domestic water, storm retention and release.
  - Plumbing plans with diagrammatic water service, storage, roof drainage, fire risers if applicable and invert elevations at points of connection with site utilities, including sizes based on calculations.
  - Riser diagrams if applicable.

- **HVAC Requirements**
  - Updated written analysis of the calculated loads of systems. Description of recommended system and the basis of recommendation over other approaches.
  - Double line mechanical plan showing primary duct layout and single line secondary supply and return distribution. Identification of sizes and bottom of duct elevations of primary service ducts, locations and weights of major equipment items including cooling towers, chillers, pumps, fans, air-handling units, compressors and related items.
  - Supply and return zones for each occupancy.
  - Capacity of existing systems if applicable based on record drawings, field inspections and/or test reports.
  - Hoods, exhaust fans and ducting with destination points of exhaust.
  - Equipment schedules.
  - Mechanical rooms depicting equipment demonstrating that sufficient space has been allocated.

- **Electrical & Telecommunications Requirements**
  - Site electrical plan, indicating method of service for electrical power, telecommunications, and fire alarm systems.
  - Updated Single line diagram showing:
    1. Method of service.
    2. Major transformers and transformer substations.
    3. Major switchboards, motor control centers, panels and distribution boards.
    4. Major components of emergency power.
    5. Major components of telecommunications systems – BDF, IDF, point of connection to existing backbone if applicable.
  - Electrical floor plan indicating distribution layout of electrical power, signal and telecommunications.
  - Lighting plan and fixture schedule.
  - Updated basis of design narrative report for lighting approach and other applicable systems such as public address, fire alarm, security, call systems and pneumatic tube.

100% Construction Documents Submittal

Production

The following outline of documents represent the minimum construction document phase submittals which shall include working drawings and specifications from all disciplines with updated estimates of probable cost reflecting current work to date.

Narrative

- Summary of reports, code analysis, and reconciliation of governmental agency requirements and applicable regulations.

Statement of Sustainable Design

- Documentation of compliance with California Energy Code.
- Statement demonstrating application of environmentally responsible design.

Estimate of Probable Cost

- Updated estimate from design development phase

Civil Drawings

- Existing civil survey
- Site demolition plan where project applicable
- Site plan
- Over excavation, grading and drainage plan
- Site profile sections
- Details
- Composite site utilities plan
- Horizontal control plans

Landscape Drawings

- Finished grading plan
- Irrigation plans
- Irrigation details
- Planting plan
- Planting details
- Hardscape (paving) plan
- Site amenity and feature details

Architectural Drawings

- Title Sheet
- Site & building demolition plan where project applicable
- Site Plan
- Phasing site and floor plans where project applicable
- Life/Safety plans including applicable code analysis and tabulations
- Key, reference and enlarged floor plans
- Reflected ceiling plans
- Roof Plans
- Exterior elevations and building sections
- Furniture and equipment plans where project applicable
- Wayfinding, signage plans where project applicable
- Interior and casework elevations
- Partition, ceiling, and design feature details
- Door, window and interior finish schedules
- Enlarged wall sections
- Stair and elevator plans, sections and details where project applicable
- Materials board – updated from design development phase.
- Finish and Furniture Sample Binders
- Detail of anchorage for all fixed equipment in accordance with building code requirements.
- Stamp all drawings and specifications as required by law by architect of record.

Structural Drawings

- Foundation plans.
- Framing plans.
- Building sections.
- Framing and column schedules.
- Details of connections, special assemblies and expansion, drift and seismic joints.
- Details of structural framing systems for support of nonstructural components and equipment.
- Structural drawings accompanied with computations, stress diagrams, and other pertinent data.

Plumbing Drawings

- Site utility sewer lines sized with invert elevations at points of connection.
- Building waste line layouts, sized with vent stacks and connections to drains, fixtures and equipment.
- Building hot & cold water supply layouts, sized with circulation mains, tanks, branches, risers and connections to fixtures and equipment.
- Riser diagrams for supply and waste systems.
- Fire extinguishing equipment, risers and standpipes where project applicable.
- Plumbing fixtures, tanks, and pumps with drainage and supply connections.
- Layout and size of natural gas, vacuums and medical gas systems where project applicable.
- Detail sections demonstrating coordination of structural, HVAC and piping systems.
- Plumbing drawings indicating complete plumbing system in detail and shall include methods for fastening equipment to the structure to resist seismic forces.

HVAC Drawings

- Schedules and legends
- Floor plans, sections indicating air and piping systems including all branch distribution.
- Sections, details and enlarged floor plans depicting layouts of mechanical equipment rooms.
- Air balance schedule for outside, supply, return, and exhaust air and sections demonstrating sufficient clearances and volumes for air flows and access of equipment where project applicable.

- Flow diagrams for chilled water, condenser water, and boilers where project applicable.
- Air riser diagrams where project applicable.
- Plans and detail sections depicting HVAC systems and branches with duct and pipe sizes for heating, steam, refrigeration, exhaust and ventilation where project applicable.
- Auxiliary HVAC required for 24/7 operating equipment service systems where project applicable.
- Energy calculations.
- HVAC drawings shall indicate the complete heating, ventilating, and air-conditioning systems in detail and shall include methods for fastening equipment to the structure to resist seismic forces.

Electrical and Telecommunication Drawings

- Electrical service to building from public utility, with size of feeders
- Site and building transformers locations
- Main switchboard power panels, light panels and associated equipment.
- Feeder and conduit sizes.
- Site and building light fixtures, receptacles, switches and power outlets.
- Telecommunication system, routing, distribution, terminal cabinets, backboards and coordinated mechanical requirements.
- Fire alarm system and connection to existing system where project applicable.
- Emergency power, generator, transfer switches, fuel tanks and auxiliary service where project applicable.
- Electrical drawings shall indicate sufficient level of detail to illustrate connections, routings, and other items in complex areas. All wiring shall be final sized. Detailed methods for fastening equipment to the structure to resist seismic forces shall be indicated – drawings shall indicate feeder and conduit sizes, schedule of feeder breakers or switches, light fixtures, receptacles, switches, and power outlets, BDF & IDF terminal racks/cabinets and/or backboards, cabling/wiring risers and routing.

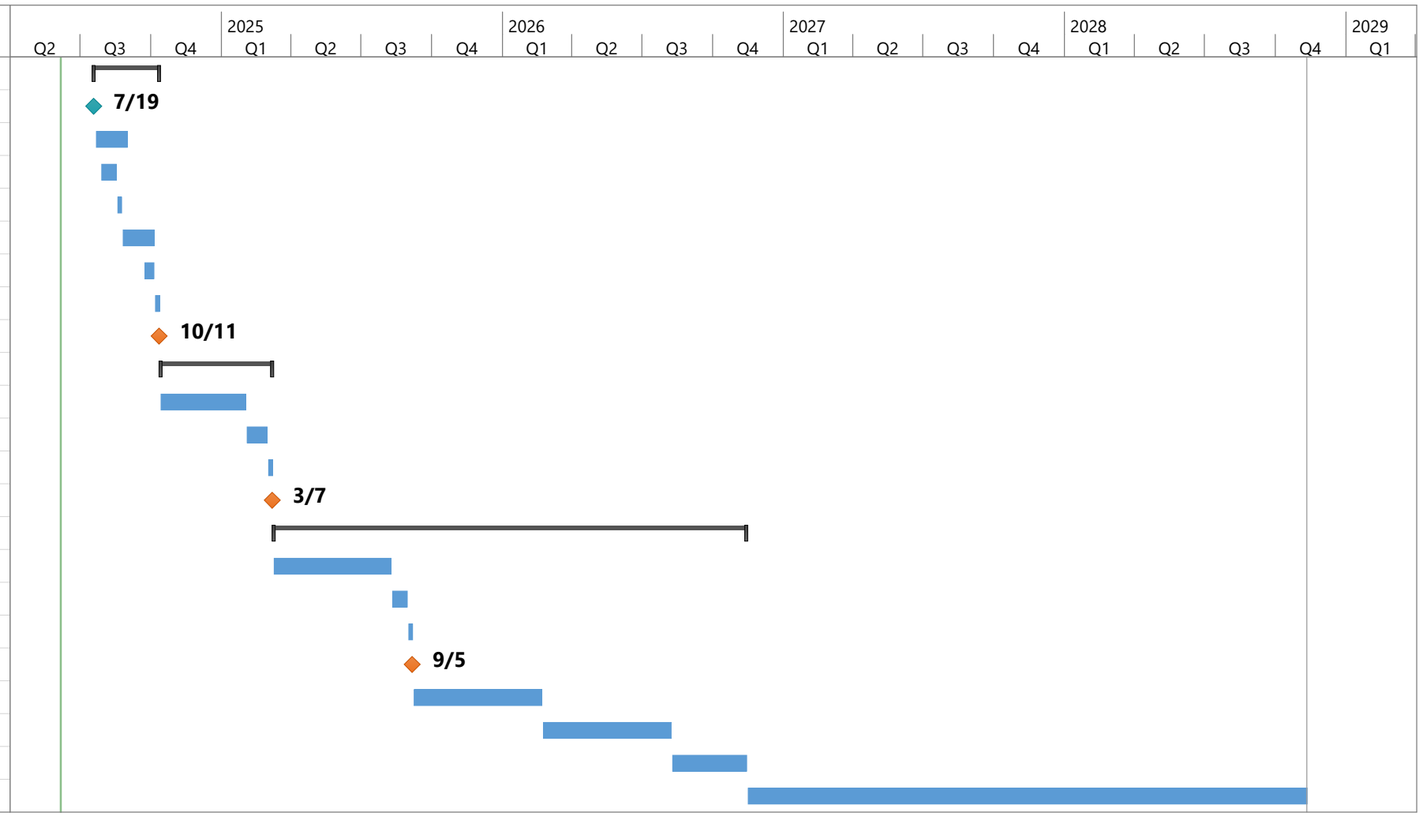
Specifications

- CSI format specifications from each respective discipline including Division- 01, General Conditions and Supplementary Conditions. Specifications shall demonstrate adherence with client's standards and contracted vendors and suppliers where project applicable.
- Bidding Requirements, Notice to Bidders and Bid Forms.

ATTACHMENT "E"

PRELIMINARY PROJECT SCHEDULE

ID	Task Name	Duration	Start
1	**Task 1a: Programming and Conceptual Design**	**61 days**	**Fri 7/19/24**
2	Contract Approval and Notice to Proceed	0 days	Fri 7/19/24
3	Topo Survey / Geotech Report	6 wks	Mon 7/22/24
4	Workshop Preparation	3 wks	Mon 7/29/24
5	Design Workshop	5 days	Mon 8/19/24
6	Concept Development	6 wks	Mon 8/26/24
7	Cost Estimate	2 wks	Mon 9/23/24
8	City Review & Approval	1 wk	Mon 10/7/24
9	Notice to Proceed into Schematic Design	0 days	Fri 10/11/24
10	**Task 1b: Schematic Design**	**105 days**	**Mon 10/14/24**
11	Schematic Design	16 wks	Mon 10/14/24
12	Cost Estimate	4 wks	Mon 2/3/25
13	City Review & Approval	1 wk	Mon 3/3/25
14	Notice to Proceed into Design Development	0 days	Fri 3/7/25
15	**Task 2: Design Development to Bidding**	**440 days**	**Mon 3/10/25**
16	Design Development	22 wks	Mon 3/10/25
17	Cost Estimate	3 wks	Mon 8/11/25
18	City Review & Approval	1 wk	Mon 9/1/25
19	Notice to Proceed into Construction Documents	0 days	Fri 9/5/25
20	Construction Documents	24 wks	Mon 9/8/25
21	Agency Review & Approval	24 wks	Mon 2/23/26
22	Bidding & Negotiations	14 wks	Mon 8/10/26
23	Contract Administration (Estimated)	26 mons	Mon 11/16/26



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CITY OF ONTARIO *Agenda Report* **July 16, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Fire Department Prepared By: Sagar Patel Staff Member Presenting: Mike Gerken, Fire Chief Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 19

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

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

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Maintain the Current High Level of Public Safety

FISCAL IMPACT: There is no direct fiscal impact associated with this action. Approval of the proposed Agreement will ensure that the City's Fire Department recovers the maximum amount of reimbursable costs when assigned to emergency incidents on CA-RTF-06 through the mutual aid system.

BACKGROUND & ANALYSIS: The Ontario Fire Department plays a crucial role as a mutual aid provider within California's Fire Service and Rescue Emergency Mutual Aid System. This system is pivotal in emergency management, facilitating coordinated deployment of fire and rescue resources across various levels: local, area, regional, and statewide. Its primary goal is to effectively respond to and mitigate the impacts of disasters, whether natural like hurricanes or earthquakes, or human-caused incidents such as industrial accidents or fires. By merging resources and expertise, the Mutual Aid System ensures communities have access to necessary personnel, equipment, and logistical support during emergencies. This cooperative approach enhances overall response capabilities, enabling more efficient and comprehensive interventions to protect lives, property, and the environment.

California's emergency response plan relies significantly on twelve strategically positioned Urban Search and Rescue Task Forces statewide. Among these, CA-RTF-06, administered by the San Bernardino County Fire Protection District, consists of 29 specially trained members capable of responding to a broad spectrum of emergencies and disasters, including earthquakes, hurricanes, floods, technological accidents, and hazardous materials spills. Initially exclusive to San Bernardino County Fire District personnel, CA-RTF-06 now welcomes participation from other county agencies

to ensure sufficient staffing, maintain deployable resources, enhance inter-agency cooperation, and improve service delivery.

In an effort to add value to the system while also gaining experience, Staff recommend entering into an Agreement with the San Bernardino County Fire Protection District as it will mutually benefit the City of Ontario, San Bernardino County, and the State of California. Therefore, it is recommended that the City Council approve the Memorandum of Agreement with the San Bernardino County Fire Protection District for participation in the San Bernardino County Regional Urban Search and Rescue Response System, and authorize the City Manager or his designee to execute the agreement on behalf of the Ontario Fire Department.

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

San Bernardino County Fire Protection District

Department Contract Representative	Dan Munsey
Telephone Number	387-5779
Contractor	
Contractor Representative	
Telephone Number	
Contract Term	
Original Contract Amount	
Amendment Amount	
Total Contract Amount	

MEMORANDUM OF AGREEMENT BETWEEN SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT AND PARTICIPATING AGENCY REGARDING THE SAN BERNARDINO COUNTY REGIONAL URBAN SEARCH AND RESCUE TASK FORCE SIX RESPONSE SYSTEM

This Memorandum of Agreement (Agreement) is entered into by and between the parties designated in Section A, below, who agree that subject to all of the provisions of this Agreement, San Bernardino County Fire Protection District (hereafter referred to as "Sponsoring Agency") will serve as the Sponsoring Agency and _____ (hereafter referred to as "Participating Agency") will serve as a Participating Agency for the Sponsoring Agency's San Bernardino County Regional Urban Search and Rescue Task Force Six Response System (RTF-6). RFT-6 is not a legal entity, but rather a program developed by the Sponsoring Agency for urban search and rescue operations. Each party further agrees that it assumes all of the duties and responsibilities assigned to that party under this Agreement and it shall comply with all of the terms and conditions of this Agreement.

A. PARTIES

A.1 Sponsoring Agency:
San Bernardino County Fire Protection District
Address _____

A.2 Participating Agency:
Name _____
Address _____

B. DEFINITIONS

B.1 Activation: Activation is the formal request through established notification procedures, to mobilize toward and deploy RTF-6 to a designated incident.

B.2 Alert/Standby: An Alert is the first official level of readiness recognized by CalOES. Alert notification will be transmitted through the pre-established California Master Mutual Aid Agreement resource request ordering system. The common definition of an Alert is standby. When placed on Alert/Standby, RTF-6 may anticipate being activated anytime within the next 24 hours. Upon an Alert/Standby, RTF-6 is to initiate those activities that will ensure their availability to meet the response parameter of 45 minutes.

B.3 CalOES: CalOES means the California Governor's Office of Emergency Services.

B.4 Mobilization: Mobilization is the acquisition of apparatus, equipment and RTF-6 personnel to an assembly point, intelligence gathering and transportation of RTF-6 to mission assignment.

B.5 National Urban Search & Rescue Response System: Pursuant to federal law, principally the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121 through 5206 (the "Stafford Act"), the U.S. Department of Homeland Security ("DHS"), acting through Federal Emergency Management Agency ("FEMA"), operates the National Urban Search & Rescue Response System in conjunction with State and local governments.

B.6 Participant: Participant is the employee of the Participating Agency.

B.7 Participating Agencies: Other public fire agencies located in San Bernardino County that enter into an agreement similar to this Agreement with Sponsoring Agency.

B.8 Participating Agency: See Section A.2 of this Agreement.

B.9 San Bernardino County Regional Urban Search and Rescue Task Force Six Response System or RTF-6: San Bernardino County Fire Protection District is the Sponsoring Agency for San Bernardino County Regional Urban Search and Rescue Task Force Six Response System (the "RTF-6") and is responsible for, among other things, recruiting and organizing Participating Agencies for RTF-6. In the performance of its responsibilities, the Sponsoring Agency may enter into an agreement similar to this Agreement with other public fire agencies located in San Bernardino County to serve as Participating Agencies in RTF-6 setting forth the relationship between the parties. RTF-6 consists of individuals occupying certain specified positions plus additional support personnel, all of whom have been properly trained and licensed with the requisite skills and capabilities required for urban search and rescue operations and/or deployment of RTF-6. RTF-6 may be deployed as a single unit or it may be reorganized into teams for purposes of modularized responses for limited or specialized activations.

B.10 Sponsoring Agency: San Bernardino County Fire Protection District is the Sponsoring Agency and cooperating party under this Agreement.

C. PARTICIPATING AGENCY RESPONSIBILITIES

C.1 Contingent upon availability, as further discussed in this Agreement, Participating Agency agrees to provide personnel to serve in certain designated positions on RTF-6 as determined by Sponsoring Agency. A list of the individuals who will occupy those designated positions, and who are referred to in this Agreement as "Participants," as well as other pertinent information about them is contained in Appendix "A", Participating Agency Participant's Contact Information.

C.2 The parties both acknowledge and agree that Participating Agency's response to a request for assistance from Sponsoring Agency, as well as Participating Agency's ability to provide the requested personnel, shall be expressly contingent upon staffing demands, equipment availability, and existing fire and other emergency conditions within Participating Agency's

jurisdiction, as determined by Participating Agency in its sole and absolute discretion. Participating Agency's response to a request for assistance from Sponsoring Agency may not interfere with Participating Agency's responsibility or ability to respond to emergencies or other calls within its own jurisdiction.

C.3 Participating Agency further agrees that Participants will meet the required qualifications for the positions to be filled, will receive the required training specified in this Agreement, and will satisfy other conditions of preparedness and response as required by the Sponsoring Agency.

C.4 Participating Agency shall cooperate with Sponsoring Agency and other Participating Agencies so as to facilitate achievement of the goals and objectives of RTF-6 as fully and completely as possible.

D. FINANCIAL PROVISIONS

D.1 After an Activation, Participating Agency may complete their own cost reimbursement package to be submitted to CalOES, FEMA, or other appropriate entity. Sponsoring Agency shall not complete any cost reimbursement package for Participating Agency.

D.2 Each party is responsible for their own costs and expenses incurred under this Agreement and there shall be no reimbursement from Sponsoring Agency to Participating Agency under this Agreement. **Participating Agency shall be solely responsible for compensating its Participants (including, but not limited to, compensation and benefits) while they act as a Participant under this Agreement, including, but not limited to during RTF-6 trainings, Alter/Standby, and Activation, in compliance with all applicable laws, regulations, rules, and agreements.**

E. REPORTING AND RECORD KEEPING REQUIREMENTS

E.1 Participating Agency shall provide the Sponsoring Agency with proof of Participant's qualification requirements.

E.2 Sponsoring Agency shall issue an RTF-6 Picture Identification Card for all Participants of the RTF-6.

E.3 Participating Agency shall provide prompt and accurate reporting as specified in this Agreement.

F. MANDATORY MINIMUM REQUIREMENTS

F.1 Each Participant shall be an employee in good standing of the Participating Agency. Entry-level employees who are probationary or in a similar status are not eligible to serve as a Participant.

F.2 Participants serving in an RTF-6 position that requires the individual to hold a license, registration, certificate or other similar authorization to lawfully engage in an activity must hold the appropriate authorization, which must be current and validly issued and maintained with Participant's Participating Agency.

F.3 Subject to any applicable standards, including any CalOES, Sponsoring Agency, and Participating Agency standards, as well as all applicable laws, rules, and regulations, each Participant must meet the medical/fitness standards mutually agreed upon by Sponsoring Agency and Participating Agency.

F.4 Each Participant must be available on short notice to mobilize within one (1) hour of request and be able to respond on a mission for up to twenty-one (21) days.

F.5 Each Participant must be capable of improvising and functioning for long hours under adverse working conditions.

F.6 Each Participant must be aware of the signs, symptoms and corrective measures of Critical Incident Stress Syndrome.

F.7 Each Participant must understand and adhere to safe working practices and procedures as required in the urban disaster environment.

F.8 Each Participant must have a working knowledge of the National Urban Search & Rescue Response System and RTF-6's organizational structure, operating procedures, safety practices, terminology and communication protocols.

F.9 Each Participant must have completed such courses of education and training and other requirements as the Sponsoring Agency shall specify.

F.10 Sponsoring Agency has authority to immediately suspend or terminate a Participant's and/or Participating Agency's participation on RTF-6 for failure to satisfy any requirement of this Agreement.

G. CLOTHING AND EQUIPMENT

G.1 Sponsoring Agency will disclose uniform and personal protective equipment specifications and requirements to Participating Agency and Participating Agency shall be responsible for providing uniforms and personal protective equipment to Participants of RTF-6.

G.2 All uniforms will display the official patch of the RTF-6, as specified by the Sponsoring Agency. The Sponsoring Agency shall specify the design of the uniform and any identifying insignia or markings.

H. COMMAND, CONTROL, AND COORDINATION

H.1 When a Participant has been Activated or has otherwise been placed at the direction and control of RTF-6, such as, for example, during participation in RTF-6 training, the ultimate authority for command, control and coordination of the service of the Participant reposes with RTF-6 exercised through the chain of command.

H.2 Subject to H.1, this section governs the responsibilities of the parties with respect to supervisory, disciplinary and other specified aspects of the Participant's employment within the context of his/her participation on RTF-6.

H.3 Sponsoring Agency shall exercise direct supervisory authority over Participant during Activations, deployments and other activities of RTF-6 conducted by Sponsoring Agency. In instances where disciplinary action upon a Participant is deemed necessary by Sponsoring Agency, Sponsoring Agency shall report the pertinent circumstances to Participating Agency to the extent authorized by law, which shall, in its sole and absolute discretion, determine whether discipline is necessary, and administer discipline as appropriate in accordance with the Participating Agency's established rules and regulations.

H.4 Nothing in this Agreement is intended to, nor does it, affect the employer-employee relationship between Participating Agency and its employees who are a Participant(s), and Participating Agency shall at all times continue to be fully responsible for all of its employment obligations to its employee Participant(s), including, but not limited to, the compensation and benefits that the Participating Agency provides to its employee Participant(s) while performing services under this Agreement, as well as Participating Agency's Workers' Compensation Insurance for its employees Participant(s) while performing services under this Agreement.

H.5 While participating in activities conducted by RTF-6, Participant(s) shall be subject to and observe and comply with all lawful orders and directions of the authorized representatives of Sponsoring Agency and RTF-6.

H.6 Sponsoring Agency retains the right to suspend or exclude any Participant and/or Participating Agency from participation on the RTF-6 for cause including failure to abide by the provisions of this Agreement.

I. MEDIA AND INFORMATION POLICY

I.1 Subject to all applicable laws and regulations, all photographs and video taken during a deployment shall be kept under the exclusive control of Sponsoring Agency.

I.2 All applicable federal, state, and local laws, regulations, rules, and policies shall be strictly enforced and followed by Sponsoring Agency, Participating Agency and Participants.

I.3 Subject to applicable laws, rules, and regulations, Sponsoring Agency shall be the liaison with media sources and representatives concerning activities of the RTF-6 and Participating Agency and Participant(s) shall not provide any comments to the media about any services provided under this Agreement.

I.4 Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, regulations have been promulgated governing the privacy of individually identifiable health information. Sponsoring Agency and Participating Agency acknowledge that Sponsoring Agency is a covered entity and subject to the requirements of HIPAA and HITECH, and their implementing regulations. As a covered entity and subject to the requirements of HIPAA and HITECH, and their implementing regulations, Sponsoring Agency shall not share any protected health information with Participating Agency unless authorized by HIPAA/HITECH and state privacy laws, rules, and regulations. To the extent Participating Agency and/or Participants receive any protected health information from Sponsoring Agency, Participating Agency shall ensure it and Participants shall comply with all applicable privacy laws, rules, and regulations related to such protected health information, including but not limited to HIPAA and HITECH. This provision shall remain in force even after the termination of this Agreement.

J. RULES OF CONDUCT

J.1 Participating Agency and all Participants shall abide by all applicable federal, state, and local laws, regulations, policies, and rules.

J.2 The failure of a Participant to abide by the applicable laws, regulations, policies, and rules may result in suspension or exclusion of Participant and/or Participating Agency from the RTF-6 under Sections F.10 and/or H.6 above.

K. PREPAREDNESS ACTIVITIES

K.1 Sponsoring Agency shall conduct RTF-6 management, administration, training, equipment and supplies procurement and other preparedness activities required by CalOES. Participating Agency and its Participant(s) shall cooperate with Sponsoring Agency and shall participate in the activities as necessary to achieve RTF-6 preparedness goals and objectives.

K.2 Specific activities to be conducted by Participating Agency, including training, administration and reporting requirements, are contained in Appendix “B”.

K.3 Subject to the availability of funding, Sponsoring Agency shall procure and maintain required caches of equipment and supplies. The contents of these caches shall be utilized for deployments of the RTF-6 and, subject to applicable laws, rules, and regulations, will be made available for training activities of Sponsoring Agency and Participating Agency. Participant(s) shall use RTF-6 cache equipment and supplies only for authorized purposes and shall exercise reasonable care to protect and preserve the property against loss or damage. The Participating Agency shall be financially accountable for any RTF-6 property that is lost or damaged due to negligence or unauthorized use by the Participating Agency or Participating Agency’s Participant. Sponsoring

Agency shall retain ownership of all equipment and supplies and Participating Agency shall return all equipment and supplies upon termination of this Agreement.

L. GENERAL PROVISIONS

L.1 Effective Date. This Agreement shall be effective when it has been duly and regularly authorized and executed by both parties.

L.2 Authority. As more specifically indicated above and below, this Agreement is made under the authority of California law, in furtherance of the purposes of the Urban Search and Rescue Response System.

L.3 Amendments and Termination.

L.3.1 Except as otherwise expressly provided, this Agreement may be modified or amended only by another written agreement approved and executed by both parties.

L.3.2 Term and Termination. The Agreement shall continue in effect from the Effective Date through June 10, 2029, unless it is terminated early as provided in this Agreement. The Agreement may be terminated by either party for any reason upon thirty (30) days' written notice, except that Participating Agency may not terminate this Agreement without the written consent of Sponsoring Agency during any time interval when the RTF-6 has been placed on Alert status or has been Activated if the Alert or Activation affects Participant(s) of the Participating Agency.

L.4 Miscellaneous Provisions.

L.4.1 The obligations of the Participating Agency set forth in this Agreement are non-delegable and may not be assigned to or assumed by any other person without the prior written consent of Sponsoring Agency.

L.4.2 Except and to the extent federal law controls, this Agreement shall be construed and enforced, as between the parties, according to the laws of the State of California. The parties agree that the venue of any action or claim brought by any party to this Agreement will be the Superior Court of California, San Bernardino County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County.

L.4.3 No party, including Participating Agency's Participant(s), shall engage in any conduct or activity in the performance of this Agreement that constitutes a conflict of interest under applicable federal, state or local law, rules and regulations.

L.4.4 Each party, including Participating Agency's Participant(s), shall at all times observe and comply with all applicable federal, state and local laws, regulations, rules, and policies, shall be up to date on all required trainings, and shall possess all applicable and valid licenses and certifications.

L.4.5 Titles and section headings are for convenience only and are not a part of the parties' Agreement.

L.4.6 Should any provision of this Agreement be determined to be invalid or unenforceable under applicable law, the provision shall, to the extent required, be severed from the remainder of the Agreement which shall continue in full force and effect.

L.4.7 This Agreement and its provisions are binding upon and inure to the benefit of the parties and to their respective successors in interest, provided, however, this Agreement does not and will not bestow any rights or remedies upon persons to whom an unlawful delegation or assignment has been made by Participating Agency.

L.4.8 This Agreement is made for the sole and exclusive benefit of the named parties and their lawful successors in interest, and no other person or entity is intended to, nor shall such other person or entity acquire or be entitled to receive any rights or benefits as a third-party beneficiary of this Agreement.

L.4.9 Neither the United States of America nor the State of California is a party to this Agreement.

L.4.10 This is not an exclusive Agreement. Sponsoring Agency reserves the right to enter into the same or similar agreement with other Participating Agencies for the same or similar services.

L.4.11 Dispute Resolution: In the event of a dispute, the parties shall use their best efforts to settle the dispute through negotiation with each other in good faith.

M. INDEMNIFICATION AND INSURANCE REQUIREMENTS

M.1 Indemnification

Pursuant to California Government Code Section 895 et seq., each party agrees to defend, indemnify, and hold each other, their elected officials, officers, employees, contractors, volunteers, and agencies mutually free and harmless from any and all claims, demands, causes of action, costs, expenses, losses, damages, injuries, or liabilities, including reasonable attorneys' fees, arising from their own performance under this Agreement, except to the extent that such liability is caused by the negligence, gross negligence, or willful misconduct of the other parties.

M.2 Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming Sponsoring Agency and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Sponsoring Agency to vicarious liability but shall allow coverage for the Sponsoring Agency to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

M.3 Waiver of Subrogation Rights

Participating Agency shall require the carriers of the above required coverages to waive all rights of subrogation against the Sponsoring Agency, its officers, employees, agents, volunteers, contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit Participating Agency and Participating Agency's employees or agents from waiving the right of subrogation prior to a loss or claim. Participating Agency hereby waives all rights of subrogation against the Sponsoring Agency.

M.4 Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Sponsoring Agency.

M.5 Severability of Interests

Participating Agency agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Participating Agency and the Sponsoring Agency or between the Sponsoring Agency and any other insured or additional insured under the policy.

M.6 Proof of Coverage

Participating Agency shall furnish Certificates of Insurance to the Sponsoring Agency to the address referenced in Section A, evidencing the insurance coverage at the time the Agreement is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Participating Agency shall maintain such insurance from the time Participating Agency commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Participating Agency shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

M.7 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".

M.8 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of $10,000 shall be declared to and approved by Risk Management.

M.9 Failure to Procure Coverage

In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, Sponsoring Agency has the right but not the obligation or duty to cancel the Agreement or obtain insurance if it deems necessary and any premiums paid by the Sponsoring Agency will be promptly reimbursed by the Participating Agency.

M.10 Insurance Review

Insurance requirements are subject to periodic review by Sponsoring Agency. Sponsoring Agency's Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the Sponsoring Agency. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against Sponsoring Agency, inflation, or any other item reasonably related to the Sponsoring Agency's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Participating Agency agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the Sponsoring Agency to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of Sponsoring Agency.

M.11 Participating Agency agrees to provide insurance set forth in accordance with the requirements herein. If Participating Agency uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, Participating Agency agrees to amend, supplement or endorse the existing coverage to do so.

For Participating Agencies which are considered self-insured public entities: Both Participating Agency and Sponsoring Agency are authorized self-insured public entities for purposes of

Professional Liability, General Liability, Automobile Liability, and Workers' Compensation. Participating Agency and Sponsoring Agency warrant that through their respective program of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this agreement.

For Participating Agencies which are not considered self-insured public entities: Without in anyway affecting the indemnity herein provided and in addition thereto, Participating Agency shall secure and maintain throughout the Agreement the following types of insurance with limits as shown:

M.11.1 Workers' Compensation Liability - A program of Workers' Compensation insurance or a state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with $250,000 limits, covering all persons including volunteers providing services on behalf of Participating Agency and all risks to such persons under this Agreement.

M.11.2 Commercial/General Liability Insurance - Participating Agency shall carry General Liability Insurance covering all operations performed by or on behalf of the Participating Agency providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars ($1,000,000), per occurrence. The policy coverage shall include:

a. Premises operations and mobile equipment.
b. Products and completed operations.
c. Broad form property damage (including completed operations).
d. Explosion, collapse and underground hazards.
e. Personal injury.
f. Contractual liability.
g. $2,000,000 general aggregate limit.

M.11.3 Automobile Liability Insurance - Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars ($1,000,000) for bodily injury and property damage, per occurrence.

If Participating Agency is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars ($2,000,000) for bodily injury and property damage per occurrence.

If Participating Agency owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

M.11.4 Umbrella Liability Insurance - An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

M.11.5 Abuse/Molestation Insurance – Participating Agency shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars ($1,000,000) with a two million dollars ($2,000,000) aggregate limit.

N. NOTICES

All written notices provided for in this Agreement or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as provided in Section A of this Agreement. Notice shall be deemed communicated two (2) Sponsoring Agency working days from the time of mailing if mailed as provided in this section.

O. AGREEMENT AUTHORIZATION

Participating Agency warrants and represents that the individual signing this Agreement is a properly authorized representative of Participating Agency and has the full power and authority to enter into this Agreement on the Participating Agency's behalf.

P. ENTIRE AGREEMENT

This Agreement, consisting of thirteen (13) pages, including Appendix A and B, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will.

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

IN WITNESS WHEREOF, San Bernardino County Fire Protection District and the Participating Agency have each caused this Contract to be subscribed by its respective duly authorized officers and delivered this Agreement on the Execution Date on its behalf.

SPONSORING AGENCY: SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT

By _____
(Authorized signature – sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

PARTICIPATING AGENCY

_____
(Print or type name of agency/department)

By _____
(Authorized signature – sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

_____
Approved as to Legal Form

_____
Scott Runyan, Principal Assistant County Counsel

Date: _____

Appendix "A" – Participating Agency Participant's Contact Information				
Participant's Name and Position				
Contact Information:	Dispatch		Phone:	Address:
Additional Information:				

Appendix "B"

All Participating Agencies shall:

1. Ensure Participating Agency's Participants maintain compliance with all Agreement terms and conditions.

2. Ensure and document each Participating Agency's Participants successful completion of a quantitative respiratory protection fit test required per 29 CFR 1910.134.

3. Ensure and document Participating Agency's Participants maintain current inoculations, unless medically contraindicated or documented refusal.

4. Ensure and document Participating Agency's Participants have a current Physician Clearance for deployment.

5. Adhere to FIRESCOPE ICS 162 Position Descriptions and Training Requirements.

6. Ensure and document their Participating Agency's Participants have complied with all applicable training requirements.

CITY OF ONTARIO *Agenda Report* **July 16, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Police Department Prepared By: Celeste Owens Staff Member Presenting: Mike Lorenz, Chief of Police Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 20

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

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

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Maintain the Current High Level of Public Safety
Operate in a Businesslike Manner

FISCAL IMPACT: The Fiscal Year 2024-25 Adopted Budget includes appropriations from the Capital Improvement Projects – Measure Q Fund for the purchase of office furniture and related services for the buildout of the Real Time Information Center (RTIC) from G/M Business Interiors of Riverside, California. The cost of the office furniture recommended for purchase is in the amount not-to-exceed $660,507.

BACKGROUND & ANALYSIS: The buildout of the RTIC at the Ontario Police Department will create a centralized location for the City of Ontario to bring together data, video, audio, and real time information into one place for monitoring.

The new agreement with G/M Business Interiors will include the reconfiguration and rehabilitation of existing workspaces within the Ontario Police Department to accommodate operational and additional staffing needs for the Real Time Information Center and Training Capital Improvements Projects. The project includes labor for reconfiguration of office spaces, movement of furniture and purchasing of furniture, fixtures and equipment. The supplier will be utilizing the County of San Bernardino Contract #22-1283. The supplier was selected from previous work that has been completed in various locations of the City.

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

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

GOODS & SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND G/M BUSINESS INTERIORS

This Agreement is made and entered into as of _____, by and between the City of Ontario, a municipal corporation organized under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City") and G/M Business Interiors, a CORPORATION with its principal place of business at 1099 W. La Cadena Drive, Riverside CA, 92501 ("Vendor"). City and Vendor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. Vendor desires to perform and assume responsibility for the provision of certain services and goods required by the City on the terms and conditions set forth in this Agreement. Vendor represents that it is experienced in providing similar services and goods to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California and that is familiar with and understands the needs of City.

B. City desires to engage Vendor to sell to City the materials and/or equipment and/or render such services as more particularly described in this Agreement.

TERMS

1. SCOPE OF SERVICES.

1.1 General Scope of Services. Vendor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the Business Interior Design and Equipment services ("Services") which are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

1.2 Goods. Vendor agrees to sell to City and City agrees to purchase the materials and/or equipment ("Goods") as specified and per the specifications attached hereto and incorporated herein as Exhibit "A." Unless specifically stated otherwise, the Goods shall be new and unused and of the current production year.

2. TERM.

2.1 The term of this Agreement shall be from [August 01, 2024] to [July 31, 2027], unless earlier terminated as provided herein. Vendor shall provide all Goods and complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the work.

3. FEES AND PAYMENTS.

3.1 Compensation. Vendor shall receive compensation, including authorized reimbursements, for all Goods provided and Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation shall not exceed Six Hundred Sixty Thousand Five Hundred Seven Dollars ($660,507) without written approval of City's Manager or his or her designee. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2 Payment of Compensation. Vendor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Vendor and Goods provided. The statement shall describe the amount of Services and Goods provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all non-disputed and approved charges thereon.

3.3 Reimbursement for Expenses. Vendor shall not be reimbursed for any expenses unless authorized in writing by City.

3.4 Extra Work. At any time during the term of this Agreement, City may request that Vendor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Goods and Services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Vendor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

4. RESPONSIBILITIES OF VENDOR.

4.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Vendor or under its supervision. Vendor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Vendor on an independent contractor basis and not as an employee. Vendor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Vendor shall also not be employees of City and shall at all times be under Vendor's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Vendor or any of Vendor's officers, employees or agents, except as set forth in this Agreement. Vendor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of providing Goods and Services under this Agreement and as required by law. Vendor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

4.2 Schedule of Services.

4.2.1 Vendor shall perform the Services and provide Goods expeditiously, within the term of this Agreement, and in accordance with the Schedule of Goods and Services set forth in Exhibit "A" attached hereto and incorporated herein by reference ("Performance time"). Upon request of City, Vendor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Goods and Services. Vendor agrees that if the Goods are not provided and/or the Services are not completed within the Performance Time, it is understood, acknowledged and agreed that the City will suffer damage.

4.2.2 Neither City nor Vendor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Vendor and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this Section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the Agreement.

4.2.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Vendor to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

4.3 Conformance to Applicable Requirements. All work prepared by Vendor shall be subject to the approval of City.

4.4 Acceptance. The Goods shall be received subject to City's inspection and right of rejection. The Goods shall not be considered accepted until inspection, testing and/or use of the Goods is found to be in accordance with the City's specifications. Final inspection of the Goods shall be at the location specified herein, unless otherwise agreed in writing. If the Goods are found at any time to be defective in material or workmanship, or otherwise not in conformance with specifications, City shall have the right, in addition to any other rights which it may have under warranties or otherwise, to reject such Goods in whole or in part. Rejected Goods shall be held at Vendor's risk for a reasonable time thereafter and shall be returned or disposed of at Vendor's expense. No rejected Goods shall be replaced by Vendor without written instruction or authorization from City.

4.5 Coordination of Services. Vendor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

4.6 Standard of Care; Performance of Employees. Vendor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Vendor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Vendor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Vendor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Vendor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Vendor's failure to comply with the standard of care provided for herein. Any employee of the Vendor or its sub-Vendors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed by the Vendor and shall not be re-employed to perform any of the Services provided under this Agreement.

4.7 Warranty. In addition to all warranties which may be provided by law, Vendor warrants that the Goods delivered hereunder shall, (a) be free from defect of material or workmanship and conform strictly to the specifications, drawings, or sample specified or furnished; (b) conform to drawings, plans, specifications, samples or other descriptions furnished, specified, accepted or approved by City; and (c) be merchantable and fit for the purposes intended. The warranty shall be for a period of one (1) year, or such longer period as provided by a manufacturer's warranty or as agreed to by Vendor and City, from the date of final written acceptance of the Goods by City. This warranty shall survive any inspection, delivery, acceptance, or payment by City of the Goods. Vendor, at its own expense, shall repair or replace, at the option of City, any defective Goods within two (2) business days after receipt of notice from City or within four (4) hours in case of emergency, as determined by City. Vendor also warrants that the Goods are free and clear of all liens and encumbrances whatsoever, that Vendor is conveying good and marketable title to same, and that Vendor owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the Goods. Vendor agrees to indemnify, defend and hold City harmless against any and all third party claims resulting from the breach or inaccuracy of any of the foregoing warranties.

4.8 Reserved.

4.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Vendor may be required to do, or respecting the size of any payment to Vendor during the performance of this Contract, Vendor shall continue to perform the Work while said dispute is decided by the City. If Vendor disputes the City's decision, Vendor shall have such remedies as may be provided by law.

4.10 Laws and Regulations; Employee/Labor Certifications. Vendor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting its performance under this Agreement, including all Cal/OSHA requirements, and shall give all notices required by law. Vendor shall be liable for all violations of such laws and regulations in connection with this Agreement. If the Vendor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Vendor shall be solely responsible for all costs arising therefrom. City is a public entity

of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Vendor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

4.10.1 Employment Eligibility; Vendor. By executing this Agreement, Vendor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Vendor. Vendor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Vendor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Vendor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Vendor's compliance with the requirements provided for in Section 4.10 or any of its sub-sections.

4.10.2 Employment Eligibility; Subcontractors, and Consultants. To the same extent and under the same conditions as Vendor, Vendor shall require all of its subcontractors, and consultants performing any work relating to this Agreement to make the same verifications and comply with all requirements and restrictions provided for herein.

4.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Vendor verifies that they are a duly authorized officer of Vendor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Vendor or its subcontractors, or consultants to meet any of the requirements provided for in Sections 4.10.1 or 4.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Vendor under Section 4.10.2); or (3) failure to immediately remove from this contract any person found not to be in compliance with such requirements.

4.10.4 Labor Certification. By its signature hereunder, Vendor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

4.10.5 Equal Opportunity Employment. Vendor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or

applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Vendor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

4.10.6 Air Quality. Vendor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Vendor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Vendor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Vendor, its subcontractors, or others for whom Vendor is responsible under its indemnity obligations provided for in this Agreement.

4.10.7 Water Quality.

4.10.7.1 Management and Compliance. To the extent applicable, Vendor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the Santa Ana Regional Water Quality Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

4.10.7.2 Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Vendor or City to penalties, fines, or additional regulatory requirements. Vendor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Vendor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole negligence or willful misconduct of the City, its officials, officers, agents, employees or authorized volunteers.

4.10.7.3 Training. In addition to any other standard of care requirements set forth in this Agreement, Vendor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Vendor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Vendor with a list of training programs that meet the requirements of this paragraph.

5. PROJECT MANAGEMENT

5.1 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Vendor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

5.2 Vendor's Representative. Vendor hereby designates Laurinda Easley, or his or her designee, to act as its representative for the performance of this Agreement ("Vendor's Representative"). Vendor's Representative shall have full authority to represent and act on behalf of the Vendor for all purposes under this Agreement. The Vendor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all work required under this Agreement.

6. INSURANCE.

6.1 Time for Compliance. Vendor shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Vendor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

6.2 Minimum Requirements. Vendor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Vendor, its agents, representatives, employees or subcontractors. Vendor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

6.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

6.2.2 Minimum Limits of Insurance. Vendor shall maintain limits no less than: (1) *General Liability:* $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

6.2.3 Manufacturer of Goods. If Vendor is also the manufacturer of any equipment included in the Goods, Vendor shall carry Product Liability and/or Errors and Omissions Insurance which covers said equipment with limits of not less than $1,000,000.

6.2.4 Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Vendor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Vendor or the City may withhold amounts sufficient to pay premium from Vendor payments. In the alternative, the City may suspend or terminate this Agreement.

6.2.5 Additional Insured. The City of Ontario, its directors, officials, officers, employees, agents, and volunteers shall be named as additional insureds on Vendor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

6.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Vendor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

6.3.1 General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Ontario, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Vendor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Vendor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance, deductible, or self-insurance shall be called upon to protect it as a named insured. Any insurance, deductible, or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Vendor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 6.2.2, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 6.3.1.

6.3.2 Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Vendor or for which the Vendor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Vendor's scheduled

underlying coverage. Any insurance, deductible, or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Vendor's insurance and shall not be called upon to contribute with it in any way. Policy shall contain or be endorsed to contain such provisions. Notwithstanding the minimum limits set forth in Section 6.2.2, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 6.3.2.

6.3.3 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Vendor.

6.3.4 All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

6.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Vendor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Vendor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

6.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Vendor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Vendor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

6.6 Subcontractor Insurance Requirements. Vendor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Vendor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Vendor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

6.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

6.8 Verification of Coverage. Vendor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

6.9 Reporting of Claims. Vendor shall report to the City, in addition to Vendor's insurer, any and all insurance claims submitted by Vendor in connection with the Services under this Agreement.

7. INDEMNIFICATION.

7.1 Scope of Indemnity. To the fullest extent permitted by law, Vendor shall defend, indemnify and hold the City, its officials, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Vendor, its officials, officers, employees, subcontractors, consultants or agents arising out of or in connection with the Services, the Goods or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Vendor's indemnity obligation shall not apply to such loss or damage which is caused by the sole negligence or willful misconduct of the City.

7.2 Additional Indemnity Obligations. Vendor shall defend, with counsel of City's choosing and at Vendor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and volunteers. In addition, Vendor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Vendor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Vendor shall reimburse City and its officials, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Vendor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and volunteers.

8. CALIFORNIA LABOR CODE

8.1 Prevailing Wages. Vendor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and

the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Vendor agrees to fully comply with such Prevailing Wage Laws. City shall provide Vendor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Vendor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Vendor's principal place of business and at the project site. Vendor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Vendor shall therefore comply with such Labor Code sections to the fullest extent required by law.

8.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Vendor and all subcontractors must be registered with the Department of Industrial Relations. Vendor shall maintain registration for the duration of this Agreement and require the same of any subcontractor. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

8.3 Compliance Monitoring. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Vendor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Vendor or any subcontractor that affect Vendor's performance of Services, including any delay, shall be Vendor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Vendor caused delay and shall not be compensable by the City. Vendor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Vendor or any subcontractor.

9. SAFETY.

Vendor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its services, the Vendor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

10. ACCOUNTING RECORDS.

Vendor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Vendor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Vendor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

11. TERMINATION OF AGREEMENT.

11.1 Grounds for Termination. City may, by written notice to Vendor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Vendor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Vendor shall be compensated only for those Services and Goods which have been adequately rendered to City, and Vendor shall be entitled to no further compensation. If terminated for cause because the Vendor refused or failed to deliver the Goods, the City may obtain Goods by whatever method it may deem expedient. If City's cost of obtaining the Goods, including compensation for additional managerial and administrative services, will exceed the unpaid balance of the Goods, Vendor will be liable for and will pay the difference to City. Vendor may not terminate this Agreement except for cause. The rights and remedies of the City provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

11.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Vendor to provide all finished or unfinished documents and data and other information of any kind prepared by Vendor in connection with the performance of the Services under this Agreement. Vendor shall be required to provide such document and other information within fifteen (15) days of the request.

11.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, goods and services similar to those terminated.

12. GENERAL PROVISIONS.

12.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Vendor:

G/M Business Interiors
1099 W. La Cadena Drive
Riverside, CA 92501
Attn: Laurinda Easley

City:

City of Ontario
303 East "B" Street
Ontario, CA 91764-4196
Attn: Records Management

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

12.2 Subcontracting. Vendor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

12.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Vendor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Vendor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Vendor shall be barred from bringing and maintaining a valid lawsuit against the City.

12.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

12.5 City's Right to Employ Other Vendors. City reserves right to employ other Vendors in connection with the Goods and Services provided under this Agreement.

12.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

12.7 Assignment or Transfer. Vendor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

12.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Vendor include all personnel, employees, agents, and subcontractors of Vendor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this

Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

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

12.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

12.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 12.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

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

12.13 Prohibited Interests. Vendor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Vendor, to solicit or secure this Agreement. Further, Vendor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Vendor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Vendor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

12.15 Authority to Enter Agreement. Vendor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

12.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

12.17 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

SIGNATURES ON NEXT PAGE

SIGNATURE PAGE FOR GOODS & SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND G/M BUSINESS INTERIORS

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
Assistant City Clerk

G/M BUSINESS INTERIORS

If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

EXHIBIT "A"

SCOPE OF SERVICES



Project ID / Who & Where	Date:	Quotation
1ST FL RECORDS OFFICE| NICOLE ALVAREZ	1/24/2024	222707

BILL TO: 845	SHIP TO:
CITY OF ONTARIO (ARCHIBALD) 2500 S. ARCHIBALD AVENUE	ONTARIO (ARCHIBALD) ONTARIO POLICE DEPT 2500 SO. ARCHIBALD AVE
ONTARIO CA 91761	ONTARIO CA 91761
NICOLE ALVAREZ Phone: (909)408-1620 Fax:	NICOLE ALVAREZ Phone: (909)408-1620 Fax:

Product Counts:	Systems 6	Desk Units 0	Tables 0	Files 0	Chairs 6	Storage 0	Ancillary 0

GRAND TOTAL	$51,035.93

Product Summary / Scope of Work

COUNTY OF SAN BERNARDINO CONTRACT# 22-1283

QUOTE FOR: HERMAN MILLER SYSTEMS, SEATING

PREVAILING WAGE

FOR: 1ST FL RECORDS OFFICE| NICOLE ALVAREZ

LEAD TIME: 4-6 WEEKS

SCOPE OF WORK:

1) G/M TO RECEIVE AND INSPECT PRODUCT.

2) G/M TO BRING TO SITE AND SET (06) EA HERMAN MILLER ETHOSPACE SYSEMS AND STORAGE, AND (06) EA ALLSEATING YOU HIGHBACK TASK CHAIRS INTO PLACE.

3) PLEASE CONTACT NICOLE ALVAREZ TO SCHEDULE SERVICES.

DESIGN SERVICES BREAKDOWN
PREVAILING WAGE NON TAXABLE DESIGN SERVICES: (9.89) HRS @ $55.00/HR = $543.95

**G/M WILL HOLD PRODUCT FOR UP TO (2) WEEKS AT OUR WAREHOUSE FREE OF CHARGE. ANY PRODUCT REMAINING IN OUR WAREHOUSE AFTER THIS PERIOD WILL INCUR STORAGE FEES

NOTE: QUOTE WILL NEED TO BE ADJUSTED IF SERVICES TO TAKE PLACE AFTER BUSINESS HOURS, OR DURING THE WEEKEND

Account Executive: Adrianna Roque (aroque@gmbi.net) Project PAS: Christina Walton
AMA: Kaylie Card (kcard@gmbi.net) Page: 1

G/M						Quotation # 222707
BOM A	Who/What/Where		List	List Ext	Sell	Sell Ext
LOT 1	1ST FLR-RECORDS RM		143,952.00	143,952.00	40,567.23	40,567.23
Description:			Non-Tax Srvcs.	Taxable Srvcs.	Freight	Design Fee
(06) EA HERMAN MILLER ETHOSPACE WORKSTATIONS WITH STORAGE (06) EA ALLSEATING YOU HIGHBACK TASK CHAIRS			.00	.00	.00	.00
BOM: See Attached Bill of Materials Piece Count: 524						

BOM B	Who/What/Where		List	List Ext	Sell	Sell Ext
LOT 1	Z G/M Services		.00	.00	.00	.00
Description:			Non-Tax Srvcs.	Taxable Srvcs.	Freight	Design Fee
G/M Furniture Planning Services, if applicable, include field measurements, drawing AutoCAD building shells, developing typical workstations and private office standards, space planning typicals into the floorplan, developing furniture color schemes, order specifications and receiving client approvals for all drawings and color schemes for order entry. G/M Project Management Services include drawings and field measure checks, order scheduling & routing, electrical consulting with contractors,field checks,monitoring construction progress along with delivery, assembly, punchlist coordination through final completion. G/M Project Services include receiving and inspecting of each product, shipping damage adjudication with vendors, transporting product if applicable, staging of products, delivery, setting in place of all furniture, level clean and polishing of all items, vacuum floors and recycling of all waste products associated with the furniture project. G/M Punchlist Services include formulation of the project punchlist, ordering and receiving of punchlist products, and delivery and assembly to finalize the punchlist and project. G/M Warranty Services Department is provided to offer clients our no-charge warranty service work for all furniture protected under valid factory warranties. G/M maintains electronic copies of our Client's invoices for warranty enforcement. For service requests, our Warranty Department may be contacted via e-mail at warranty@gmbi.net			408.00	5,487.00	.00	543.95
BOM: See Attached Bill of Materials Piece Count:						

Account Executive: Adrianna Roque *(aroque@gmbi.net)*
AMA: Kaylie Card *(kcard@gmbi.net)*

Project PAS: Christina Walton
Page: 2

G/M	Quotation # 222707

Featured Product of the Month



G|M accepts credit cards at 0% for purchases up to $10,000
Purchases over $10,000 requires a surcharge of 2.75%

Product Subtotal:	$40,567.23
Services (Taxable)	$5,487.00
Freight (Taxable)	$0.00
Services (Non-Taxable)	$408.00
Design Services (Non-Taxable)	$543.95
Taxable Subtotal:	$46,054.23
Non-Taxable Subtotal:	$951.95
Sales Tax (8.750%)	$4,029.75
Total:	$51,035.93

Terms:	
Net 30 Days 100%	$51,035.93

I have reviewed the quote, the bill of materials, the drawings (if applicable), the color cards (if applicable), and other associated exhibits for my order.

- I approve the colors, fabrics, and finishes as previously selected and correct as shown on the attached exhibit.
- I am satisfied that the product I have selected is the correct size and is suitable and will perform for its intended purpose.
- I am aware this product is manufactured to order and is not returnable to G/M or to the manufacturer.
- I understand that legal title to the product will transfer upon delivery to my commercial or residential location and all associated labor is taxable until title transfers.
- I am aware additional costs charged for inside delivery, staging, setting in place, assembly, leveling, cleaning, polishing, recycling of waste materials are separately stated and are elected as an additional contract option.
- I am aware of the grand total price of this contract as shown on this quote.
- G/M is ordering your furniture from a variety of manufacturers to be aggregated and received into our G/M operated warehouse. Once the final portion of your order has been received, a " ready to deliver" notification will be sent to you. G/M, at this point, will graciously, store your complete order for up to two weeks at no charge. If for some reason you cannot accept a timely delivery within two weeks, a quote for one month' s handling and storage shall be calculated and forwarded to you.
- This quote is valid for 30 days.

Approved by: _____ Signature _____ Print Name/Title _____ Date

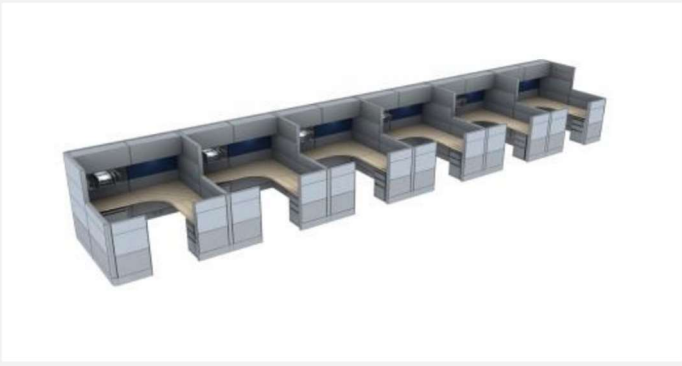
Account Executive: Adrianna Roque (aroque@gmbi.net) Project PAS: Christina Walton
AMA: Kaylie Card (kcard@gmbi.net) Page: 3

SS

G|M Business Interiors Elevate your Workplace ™

CITY OF ONTARIO POLICE
Quote# 222707

1ST FL ADMIN OFFICE
QTY: 6



HERMAN MILLER
ETHOSPACE STATIONS WITH STORAGE



WORKSURACE/EDGE
WARM GREY TEAK



TACKABLE FABRIC
MEDLEY BAYOU



STORAGE FINISH
SLATE GREY



FRAME FINISH
SLATE GREY



TILE FACE FABRIC
MEDLEY BAYOU

Product images are representational only. Fabrics, finishes and specifications may be different than what is pictured.

Please initial & date here as approval

Page 1

G|M Business Interiors Elevate your Workplace ™

CITY OF ONTARIO POLICE
Quote# 222707

1ST FL ADMIN OFFICE
QTY: 6



ALLSEATING
YOU HIGHBACK TASK CHAIR



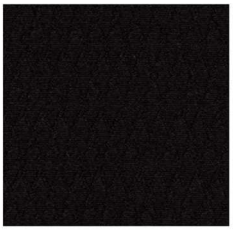
FRAME
BLACK



MESH
M3 MESH EBONY



BASE
BLACK



SEAT FABRIC
MONGULS ONYX

Product images are representational only. Fabrics, finishes and specifications may be different than what is pictured.

Please initial & date here as approval

Page 2

BOM A

1ST FL RECORDS OFFICE| NICOLE / 3:12:13 PM
Quote # 222707
Department: **1ST FLR-RECORDS RM**
PO #
Sales Order #
Discount %

Item	Qty	Contract	Product	List Price Unit	List Price Extended	Sell Price Unit	Sell Price Extended	
ALLSEATING								
1	**6**		**84112-T2**	**1,538.00**	**9,228.00**	**658.26**	**3,949.56**	**57.20 %**
			You, Highback, Deluxe Synchro Tilt, Task 2 Arm					
		BK	• Back Frame Fini	• Black				
		~	• Seat Height Sele	• No Selection				
		~	• Base Selection	• Standard Base				
		~	• Casters Selectio	• No Selection (Standard Carpet Casters)				
		KD	• Freight Options	• Knocked Down				
		AS	• Freight Requiren	• Allseating Standard				
		(M3)	• Back Mesh Optic	• M3 Mesh				
		3EB	• M3 Mesh Color S	• Ebony				
		FS	• Seat Option	• Upholstered Full Seat 21"Wx20"D (Std)				
		SS	• Seat Slider Selec	• Seat Slider				
		G4	• Seat Fabric or Le	• Grade 4				
		(INPUTFAB)	• Grade 4 Fabric S	• OTHER GRADED IN FABRIC- moguls onyx				
		~	• Headrest Option	• No Selection				
		BHA	• Back Height Adju	• Back Height Adjustment				
		AWK	• Adjustable Width	• Adjustable Width Bracket Knob				
		Tag: 1ST FLR-RECORDS RM						
HERMANMILLER								
2	**12**	**VT/4**	**Y7217.4**	**57.00**	**684.00**	**25.33**	**303.96**	**55.56 %**
			+Vertical Tray 4W					
		CL	• Surface Finish	• +cool grey neutral				
		Tag: 1ST FLR-RECORDS RM						
3	**18**	**PT/10**	**Y7216.10**	**48.00**	**864.00**	**21.33**	**383.94**	**55.56 %**
			+Paper Tray 10W					
		CL	• Surface Finish	• +cool grey neutral				
		Tag: 1ST FLR-RECORDS RM						
4	**6**		**LW100.20BBF**	**866.00**	**5,196.00**	**256.60**	**1,539.60**	**70.37 %**
			+Ped W-Pull,Freestd 20D B/B/F					
		SB	• Slides	• +full-extension ball-bearing				
		SS	• Paint/Steel Type	• +smooth paint on smooth steel				
		SG	• Surface Finish	• +slate grey				
		KA	• Lock	• +keyed alike				
		1F	• Base Height	• +standard height				
		3M	• Drawer Interior	• +drawer divider in one box drawer, pencil tray in one box drawer, 2				
		Tag: 1ST FLR-RECORDS RM						
5	**12**	**TL/US**	**G6170.42S**	**519.00**	**6,228.00**	**134.58**	**1,614.96**	**74.07 %**
			+Under Shf LED Task Light,42" w,for Action Office or Ethospace Systems or Canvas					
		SG	• Surface Finish	• +slate grey				
		Tag: 1ST FLR-RECORDS RM						

Account Executive: **Adrianna Roque** Project Designer **Christina Walton** Page: 1
Job Captain **Kaylie Card**

BOM A G|M

CITY OF ONTARIO (ARCHIBALD) 1/24/2024
1ST FL RECORDS OFFICE| NICOLE / 3:12:13 PM
Quote # 222707
Department: 1ST FLR-RECORDS RM
PO #
Sales Order #

Item	Qty	Contract	Product	List Price Unit	List Price Extended	Sell Price Unit	Sell Price Extended	Discount %
HERMANMILLER								
6	6		G1331.	33.00	198.00	8.56	51.36	74.07 %
			+Cord Cleat 2/Pkg					
			• •					
		Tag: 1ST FLR-RECORDS RM						
7	3		G1190.01	78.00	234.00	20.23	60.69	74.07 %
			@Carpet Grippers 25/Pkg					
			• •					
		Tag: 1ST FLR-RECORDS RM						
8	6	24/42	EWS21.2442LF	588.00	3,528.00	152.47	914.82	74.07 %
			+Concave Corner Surf,Sq-Edge,Lam Top/TP Edge,Frame att 24D 42W					
		LBV	• Top Finish • +warm grey teak					
		LBV	• Edge Finish • +warm grey teak					
		Tag: 1ST FLR-RECORDS RM						
9	12	24/42	EWS10.2442LF	405.00	4,860.00	105.02	1,260.24	74.07 %
			+Rect Surf,Sq-Edge,Lam Top/TP Edge,Frame att 24D 42W					
		LBV	• Top Finish • +warm grey teak					
		LBV	• Edge Finish • +warm grey teak					
		Tag: 1ST FLR-RECORDS RM						
10	12	FDB/42P	E3212.42P	824.00	9,888.00	213.66	2,563.92	74.07 %
			+Flip Dr Unit,B-Style Pntd W/Lock 13D 42W					
		KA	• Lock Option • +keyed alike					
		SG	• Case Finish • +slate grey					
		SG	• Door Finish • +slate grey					
		SM	• End Panel Optio • +for Ethospace on module					
		Tag: 1ST FLR-RECORDS RM						
11	18	R	E2393.24R	61.00	1,098.00	15.82	284.76	74.07 %
			+Support,Work Surf 24D (for 20" or 24" Deep surfaces) Right					
		SG	• Surface Finish • +slate grey					
		SM	• Support Option • +on module					
		Tag: 1ST FLR-RECORDS RM						
12	18	L	E2393.24L	61.00	1,098.00	15.82	284.76	74.07 %
			+Support,Work Surf 24D (for 20" or 24" Deep surfaces) Left					
		SG	• Surface Finish • +slate grey					
		SM	• Support Option • +on module					
		Tag: 1ST FLR-RECORDS RM						
13	6		E1425.1642	399.00	2,394.00	103.46	620.76	74.07 %
			+Tile,Rail 16H 42W					
		SG	• Surface Finish • +slate grey					
		Tag: 1ST FLR-RECORDS RM						

BOM A

CITY OF ONTARIO (ARCHIBALD) 1/24/2024
1ST FL RECORDS OFFICE| NICOLE / 3:12:13 PM
Quote # 222707
Department: 1ST FLR-RECORDS RM
PO #
Sales Order #

Item	Qty	Contract	Product	List Price Unit	List Price Extended	Sell Price Unit	Sell Price Extended	Discount %
HERMANMILLER								
14	6		E1422.1642	275.00	1,650.00	71.31	427.86	74.07 %
			+Tile,Tackable 16H 42W					
		1HA	• Surface Finish	• +medley-Pr Cat 2				
		13	• 1HA_Colors	• +medley bayou				
		Tag: 1ST FLR-RECORDS RM						
15	76		E1420.1642P	122.00	9,272.00	31.63	2,403.88	74.07 %
			+Tile,Face Pntd 16H 42W					
		SG	• Surface Finish	• +slate grey				
		Tag: 1ST FLR-RECORDS RM						
16	92		E1420.1642F	204.00	18,768.00	52.90	4,866.80	74.07 %
			+Tile,Face Fabric 16H 42W					
		1HA	• Surface Finish	• +medley-Pr Cat 2				
		13	• 1HA_Colors	• +medley bayou				
		Tag: 1ST FLR-RECORDS RM						
17	36		E1420.1624P	93.00	3,348.00	24.11	867.96	74.07 %
			+Tile,Face Pntd 16H 24W					
		SG	• Surface Finish	• +slate grey				
		Tag: 1ST FLR-RECORDS RM						
18	12		E1420.1624F	169.00	2,028.00	43.82	525.84	74.07 %
			+Tile,Face Fabric 16H 24W					
		1HA	• Surface Finish	• +medley-Pr Cat 2				
		13	• 1HA_Colors	• +medley bayou				
		Tag: 1ST FLR-RECORDS RM						
19	14		E1420.0842F	161.00	2,254.00	41.75	584.50	74.07 %
			+Tile,Face Fabric 08H 42W					
		1HA	• Surface Finish	• +medley-Pr Cat 2				
		13	• 1HA_Colors	• +medley bayou				
		Tag: 1ST FLR-RECORDS RM						
20	12		E1420.0824P	87.00	1,044.00	22.56	270.72	74.07 %
			+Tile,Face Pntd 08H 24W					
		SG	• Surface Finish	• +slate grey				
		Tag: 1ST FLR-RECORDS RM						
21	12		E1420.0824F	120.00	1,440.00	31.12	373.44	74.07 %
			+Tile,Face Fabric 08H 24W					
		1HA	• Surface Finish	• +medley-Pr Cat 2				
		13	• 1HA_Colors	• +medley bayou				
		Tag: 1ST FLR-RECORDS RM						

BOM A

CITY OF ONTARIO (ARCHIBALD) 1/24/2024
1ST FL RECORDS OFFICE| NICOLE , 3:12:13 PM
Quote # 222707
Department: **1ST FLR-RECORDS RM**
PO #
Sales Order #

Discount %

Item	Qty	Contract	Product	List Price Unit	List Price Extended	Sell Price Unit	Sell Price Extended	
HERMANMILLER								
22	**1**	**06E**	**E1322.06E**	**300.00**	**300.00**	**77.79**	**77.79**	**74.07 %**
			+Power Entry,Ext. Dir Con 4-Circ,6Ft L					
			•	•				
		Tag: 1ST FLR-RECORDS RM						
23	**2**	**B**	**E1311.B**	**339.00**	**678.00**	**87.90**	**175.80**	**74.07 %**
			+15 Amp Receptacle 4 Circuit, Duplex, Circuit B 6/Pkg					
		SG	• Surface Finish	• +slate grey				
		Tag: 1ST FLR-RECORDS RM						
24	**2**	**A**	**E1311.A**	**339.00**	**678.00**	**87.90**	**175.80**	**74.07 %**
			+15 Amp Receptacle 4 Circuit, Duplex, Circuit A 6/Pkg					
		SG	• Surface Finish	• +slate grey				
		Tag: 1ST FLR-RECORDS RM						
25	**7**	**FE/24S**	**E1251.24S**	**118.00**	**826.00**	**30.60**	**214.20**	**74.07 %**
			+Chg of Ht Fin End Std 24H					
		SG	• Surface Finish	• +slate grey				
		Tag: 1ST FLR-RECORDS RM						
26	**12**	**FE/46S**	**E1250.46S**	**132.00**	**1,584.00**	**34.23**	**410.76**	**74.07 %**
			+Fin End,Std 46H					
		SG	• Surface Finish	• +slate grey				
		Tag: 1ST FLR-RECORDS RM						
27	**5**	**70/SE**	**E1230.70SE**	**724.00**	**3,620.00**	**187.73**	**938.65**	**74.07 %**
			+Conn,3-Way 90 Vinyl,Pwr 70H					
		SG	• Surface Finish	• +slate grey				
		SG	• Top Cap Finish	• +slate grey				
		SG	• Cable Managem	• +slate grey				
		Tag: 1ST FLR-RECORDS RM						
28	**5**	**46/SN**	**E1230.46SN**	**555.00**	**2,775.00**	**143.91**	**719.55**	**74.07 %**
			+Conn,3-Way 90 Vinyl,Npwr 46H					
		SG	• Surface Finish	• +slate grey				
		SG	• Top Cap Finish	• +slate grey				
		SG	• Cable Managem	• +slate grey				
		Tag: 1ST FLR-RECORDS RM						
29	**1**	**70/SRN**	**E1220.70SRN**	**497.00**	**497.00**	**128.87**	**128.87**	**74.07 %**
			+Conn,2-Way 90 Vinyl,Npwr 70H					
		SG	• Surface Finish	• +slate grey				
		SG	• Top Cap Finish	• +slate grey				
		SG	• Cable Managem	• +slate grey				
		Tag: 1ST FLR-RECORDS RM						

BOM A

CITY OF ONTARIO (ARCHIBALD) 1/24/2024
1ST FL RECORDS OFFICE| NICOLE / 3:12:13 PM
Quote # 222707
Department: 1ST FLR-RECORDS RM
PO #
Sales Order #

Item	Qty	Contract	Product	List Price Unit	List Price Extended	Sell Price Unit	Sell Price Extended	Discount %
HERMANMILLER								
30	1	70/SRE	E1220.70SRE	561.00	561.00	145.47	145.47	74.07 %
			+Conn,2-Way 90 Vinyl,Pwr 70H					
		SG	• Surface Finish • +slate grey					
		SG	• Top Cap Finish • +slate grey					
		SG	• Cable Managem • +slate grey					
		Tag:	1ST FLR-RECORDS RM					
31	2	46/SRN	E1220.46SRN	424.00	848.00	109.94	219.88	74.07 %
			+Conn,2-Way 90 Vinyl,Npwr 46H					
		SG	• Surface Finish • +slate grey					
		SG	• Top Cap Finish • +slate grey					
		SG	• Cable Managem • +slate grey					
		Tag:	1ST FLR-RECORDS RM					
32	8		E1120.70	60.00	480.00	15.56	124.48	74.07 %
			+Draw Rod 70H					
			• •					
		Tag:	1ST FLR-RECORDS RM					
33	9		E1120.46	49.00	441.00	12.71	114.39	74.07 %
			+Draw Rod 46H					
			• •					
		Tag:	1ST FLR-RECORDS RM					
34	1	70/42N	E1109.7042N	994.00	994.00	257.74	257.74	74.07 %
			+Frame,Npwr No Access 70H 42W					
		SG	• Top Cap Finish • +slate grey					
		SG	• Cable Managem • +slate grey					
		Tag:	1ST FLR-RECORDS RM					
35	18	70/42G	E1109.7042G	1,268.00	22,824.00	328.79	5,918.22	74.07 %
			+Frame,Pwr 4-Circ W/Com Pt Lc 70H 42W					
		SG	• Top Cap Finish • +slate grey					
		SG	• Cable Managem • +slate grey					
		Tag:	1ST FLR-RECORDS RM					
36	7	46/42N	E1109.4642N	862.00	6,034.00	223.52	1,564.64	74.07 %
			+Frame,Npwr No Access 46H 42W					
		SG	• Top Cap Finish • +slate grey					
		SG	• Cable Managem • +slate grey					
		Tag:	1ST FLR-RECORDS RM					
37	12	46/24N	E1109.4624N	659.00	7,908.00	170.88	2,050.56	74.07 %
			+Frame,Npwr No Access 46H 24W					
		SG	• Top Cap Finish • +slate grey					
		SG	• Cable Managem • +slate grey					

BOM A

CITY OF ONTARIO (ARCHIBALD) 1/24/2024
1ST FL RECORDS OFFICE| NICOLE , 3:12:13 PM
Quote # 222707
Department: **1ST FLR-RECORDS RM**
PO #
Sales Order #

Item	Qty	Contract	Product	List Price Unit	List Price Extended	Sell Price Unit	Sell Price Extended	Discount %
HERMANMILLER								
38	**6**	**30/20/NN**	**26-3020-2N**	**1,267.00**	**7,602.00**	**529.35**	**3,176.10**	**58.22 %**
			+File,FS Lat Std Pull,2 11 3/4" Dwr 30W 20D					
		SS	• Paint/Steel Type • +smooth paint on smooth steel					
		SG	• Surface Finish • +slate grey					
		T2	• Top • +1 1/4"-high painted metal top with squared edge					
		KA	• Lock • +keyed alike					
		B2	• Base Height • +1 1/2"-high base					
		CB	• Counterweight • +counterweight (recommended)					
		9P	• Drawer Interior • +front-to-back filing rail					
		Tag: 1ST FLR-RECORDS RM						
39	**5**		**232092-405**	**.00**	**.00**	**.00**	**.00**	**%**
			Lock Plug & Keys					
			• •					
		Tag: 1ST FLR-RECORDS RM						
40	**5**		**232092-404**	**.00**	**.00**	**.00**	**.00**	**%**
			Lock Plug & Keys					
			• •					
		Tag: 1ST FLR-RECORDS RM						
41	**5**		**232092-403**	**.00**	**.00**	**.00**	**.00**	**%**
			Lock Plug & Keys					
			• •					
		Tag: 1ST FLR-RECORDS RM						
42	**5**		**232092-402**	**.00**	**.00**	**.00**	**.00**	**%**
			Lock Plug & Keys					
			• •					
		Tag: 1ST FLR-RECORDS RM						
43	**5**		**232092-401**	**.00**	**.00**	**.00**	**.00**	**%**
			Lock Plug & Keys					
			• •					
		Tag: 1ST FLR-RECORDS RM						
44	**5**		**232092-400**	**.00**	**.00**	**.00**	**.00**	**%**
			Lock Plug & Keys					
			• •					
		Tag: 1ST FLR-RECORDS RM						

BOM A GM

CITY OF ONTARIO (ARCHIBALD) 1/24/2024
1ST FL RECORDS OFFICE| NICOLE . 3:12:13 PM
Quote # 222707
Department: 1ST FLR-RECORDS RM
PO #
Sales Order #

Discount %

Item	Qty	Contract	Product	List Price Unit	List Price Extended	Sell Price Unit	Sell Price Extended

Product Subtotal: $40,567.23



Project ID / Who & Where	Date:	Quotation
TI OFFICE REFRESH	7/5/2024	224316

BILL TO: 845	SHIP TO:
CITY OF ONTARIO (ARCHIBALD) 2500 S. ARCHIBALD AVENUE	ONTARIO (ARCHIBALD) ONTARIO POLICE DEPT 2500 SO. ARCHIBALD AVE
ONTARIO CA 91761	ONTARIO CA 91761
NICOLE ALVAREZ Phone: (909)408-1620 Fax:	NICOLE ALVAREZ Phone: (909)408-1620 Fax:

Product Counts:	Systems	Desk Units	Tables	Files	Chairs	Storage	Ancillary
	12	0	0	0	12	0	0

GRAND TOTAL	$609,471.13

Product Summary / Scope of Work

BUDGETARY QUOTE FOR:

(7) PVT OFFICES
(42) 7X7 ETHOSPACE WORKSTATIONS
(8) TRAINING TABLES
(65) TASK CHAIRS
(14) GUEST CHAIRS
(4) LOUNGE CHAIRS
(2) SIDE TABLES
(3) SECTIONS OF AMMO STORAGE
(5) WEAPONS RACKS
(1) ARMORY WALL WITH DOOR AND LOCK
SERVICES TO RELOCATE EXISTING FURNITURE TO TEMPORARY LOCATION AND FINAL LOCATION
DELIVERY AND INSTALLATION OF NEW FURNITURE LISTED ABOVE

BOM A	Manufacturer	Model #	Delivery Method	List	List Ext	Sell	Sell Ext
						Product Block	
LOT 1	HERMAN MILLER			.00	.00	397,539.20	397,539.20
Description:			Hot Rush Date	Non-Tax Install	Taxable Install	Freight	Design Fee
ETHOSPACE WORKSTATIONS, PRIVATE OFFICES, TASK AND GUEST CHAIRS, TABLES AND STORAGE				.00	.00	.00	.00
BOM: See Attached Bill of Materials Piece Count:			☐ Sales Tax Exempt				

Account Executive: Adrianna Roque *(aroque@gmbi.net)* Project PAS: Joe Piano
AMA: Kaylie Card *(kcard@gmbi.net)* Page: 1 of 3

800-686-6583 800-686-6583 Fax: 951-684-0837
G/M Business Interiors
1099 W. La Cadena Drive, Riverside CA, 92501
http://www.gmbi.net

G/M **Quotation # 224316**

BOM B	Manufacturer	Model #	Delivery Method	List	List Ext	Sell	Sell Ext
						Product Block	
LOT 1	G/M SERVICES			.00	.00	45,038.00	45,038.00
Description:			Hot Rush Date	Non-Tax Install	Taxable Install	Freight	Design Fee
INSTALLATION OF NEW FURNITURE				12,467.00	32,571.00	.00	.00
BOM: See Attached Bill of Materials Piece Count:			☐ Sales Tax Exempt				

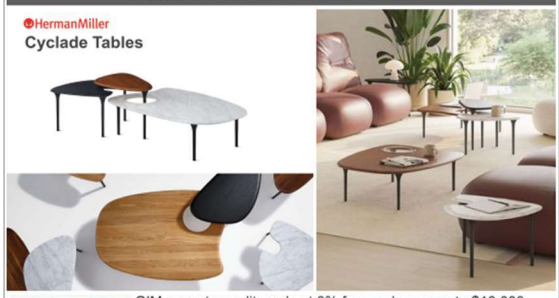
BOM C	Manufacturer	Model #	Delivery Method	List	List Ext	Sell	Sell Ext
						Product Block	
LOT 1	G/M SERVICES			.00	.00	.00	.00
Description:			Hot Rush Date	Non-Tax Install	Taxable Install	Freight	Design Fee
SERVICES TO RELOCATE EXISTING FURNITURE				25,585.00	.00	.00	.00
BOM: See Attached Bill of Materials Piece Count:			☐ Sales Tax Exempt				

BOM D	Manufacturer	Model #	Delivery Method	List	List Ext	Sell	Sell Ext
						Product Block	
LOT 1				.00	.00	50,294.68	50,294.68
Description:			Hot Rush Date	Non-Tax Install	Taxable Install	Freight	Design Fee
10% CONTINGENCY				.00	.00	.00	.00
BOM: See Attached Bill of Materials Piece Count:			☐ Sales Tax Exempt				

G/M	Quotation # 224316

Featured Product of the Month

HermanMiller
Cyclade Tables



G|M accepts credit cards at 0% for purchases up to $10,000
Purchases over $10,000 requires a surcharge of 2.75%

Product Subtotal:	$492,871.88
Services (Taxable)	$32,571.00
Freight (Taxable)	$0.00
Services (Non-Taxable)	$38,052.00
Project App. Spec. (Non-Taxable)	$0.00
Taxable Subtotal:	$525,442.88
Non-Taxable Subtotal:	$38,052.00
Sales Tax (8.750%)	$45,976.25
Total:	$609,471.13

Terms:		
Net 30 Days	100%	$609,471.13

EXHIBIT "B"

COMPENSATION

Compensation will not exceed $660,507.06 for furniture and moving services.

CITY OF ONTARIO *Agenda Report* **July 16, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Tim Masot Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Andrea Ampig, Bonnie Tam Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 21

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

RECOMMENDATION: That the City Council take the following actions:

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

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

FISCAL IMPACT: The annual cost of the Maintenance Services Agreement for the Fabrication and Installation of Citywide Street Sweeping Signage with Superior Pavement Markings is $1,851,308, plus $18,513 for urgency services for a total not-to-exceed contract amount of $1,869,821. If approved, additional appropriations in the Integrated Waste Fund will be requested at a future quarterly budget update as needed.

BACKGROUND & ANALYSIS: On June 4, 2024, the City Council approved a Maintenance Services Agreement with CMAX Commercial Maintenance, Inc. for Citywide Street Sweeping Services. The goal of the street sweeping program is to provide economical services that sustain and restore City streets to maintain a clean and safe environment. Street sweeping is a requirement of the state and federal National Pollutant Discharge Elimination System (NPDES) and the City's Municipal Separate Storm Sewer System (MS4) permit. Debris collected in the gutter can block stormwater facilities, and cause flooding during heavy rains. Street sweeping removes debris from streets and gutters

and keeps pollutants from entering the City's storm drains.

On July 6, 2021, the City Council adopted Street Sweeping Parking Restrictions (OMC Section 4-6.1019) for residents who wish to establish parking restrictions on their street on street sweeping days in order for sweeping trucks to thoroughly remove debris from the curb and gutter areas on sweeping days. Staff is now proposing to establish citywide parking restrictions to enhance the quality of street sweeping throughout the City. Should the City Council agree to establish citywide parking restrictions, it should adopt the proposed Resolution, in accordance to OMC Section 4-61019 (c).

In April 2024, the City solicited proposals for Fabrication and Installation of Citywide Street Sweeping Signage Services. Four (4) proposals were received that met the bid criteria and standards necessary to perform this work.

VENDOR	LOCATION	BID AMOUNT
Superior Pavement Markings	Cypress, CA	$1,851,308
BC Traffic Specialist	Orange, CA	$1,999,625
Statewide Traffic Safety and Signs	Nipomo, CA	$2,901,623
Safeway Sign Company	Adelanto, CA	$3,433,210

Superior Pavement Markings Located in Cypress, California, submitted the lowest responsible proposal with $1,851,308.00. Based on proposal, credentials, pricing, and favorable reference checks.

The proposed Maintenance Services Agreement includes the fabrication and installation of 10,765 parking restriction signs citywide. The proposed scope of services also includes updating the City's Geographic Information System (GIS) to include the new parking restriction signs. Staff plans to create a public information campaign prior to and through the beginning of the enforcement period. Superior Pavement Markings is anticipated to begin sign installation in September 2024 and complete installation in February 2025.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ESTABLISHING PARKING RESTRICTIONS FOR STREET SWEEPING PURPOSES CITYWIDE

WHEREAS, the California Vehicle Code Section 22507.6 permits local authorities to prohibit or restrict the parking or standing of vehicles on designated streets or highways, or portions thereof, for the purpose of street sweeping;

WHEREAS, on July 6, 2021, the City of Ontario adopted Ordinance No. 3188, adding Section 4-6.1019 to Article 10 of Chapter 6 of Title 4 to establish parking restrictions on public streets for street sweeping;

WHEREAS, Section 4-6.1019(c) authorizes the City Council to establish designated restricted parking zones for street sweeping purposes, by resolution;

WHEREAS, staff has identified a need to enforce parking restrictions citywide as to thoroughly remove debris from curb and gutter areas to remain compliant with State and Federal National Pollutant Discharge Elimination System and the City's Municipal Separate Storm Sewer System permit;

WHEREAS, the City Council wishes to adopt a resolution, pursuant to Section 4-6.1019(c) on the Ontario Municipal Code, designating citywide restricted parking for street sweeping purposes for the streets and at during the times set forth in **Exhibit A**.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ONTARIO DOES HEREBY RESOLVE AND DECLARE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Regulation. The City Council hereby designates restricted parking zones Citywide for street sweeping purposes for the streets and at during the times set forth in **Exhibit A**.

Section 3. Exceptions. Pursuant to Vehicle Code section 22507.6, in residential areas, the parking restrictions established by this resolution shall not apply to commercial vehicles making pickups or deliveries of goods, wares, or merchandise from or to any building or structure located on a restricted street, or for the purpose of delivering materials to be used in the repair, alteration, remodeling or reconstruction of any building or structure for which a building permit has previously been obtained.

Section 4. Signage. The City Manager shall cause appropriate signage to be posted on each street on which parking is restricted for the purpose of street sweeping. The signage shall be in accordance with the requirements of Vehicle Code section 22507.6 and shall set forth the days and hours during which parking is prohibited for the purpose of street sweeping. The parking restrictions established in this Resolution shall become effective upon posting of the signage.

Section 5. CEQA. The Council finds that this project is categorically exempt from the California Environmental Quality Act under Title 14 of the California Code of Regulations sections 15301 (existing facilities) and 15304 (minor alterations to existing public facilities) and no further environmental assessment is necessary.

Section 6. Severability. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City declares that the City Council could have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

Section 7. Effective Date. This Resolution shall become effective immediately upon its adoption.

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

PASSED, APPROVED, AND ADOPTED this 16th day of July, 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

Exhibit A to Resolution

Zone # 1

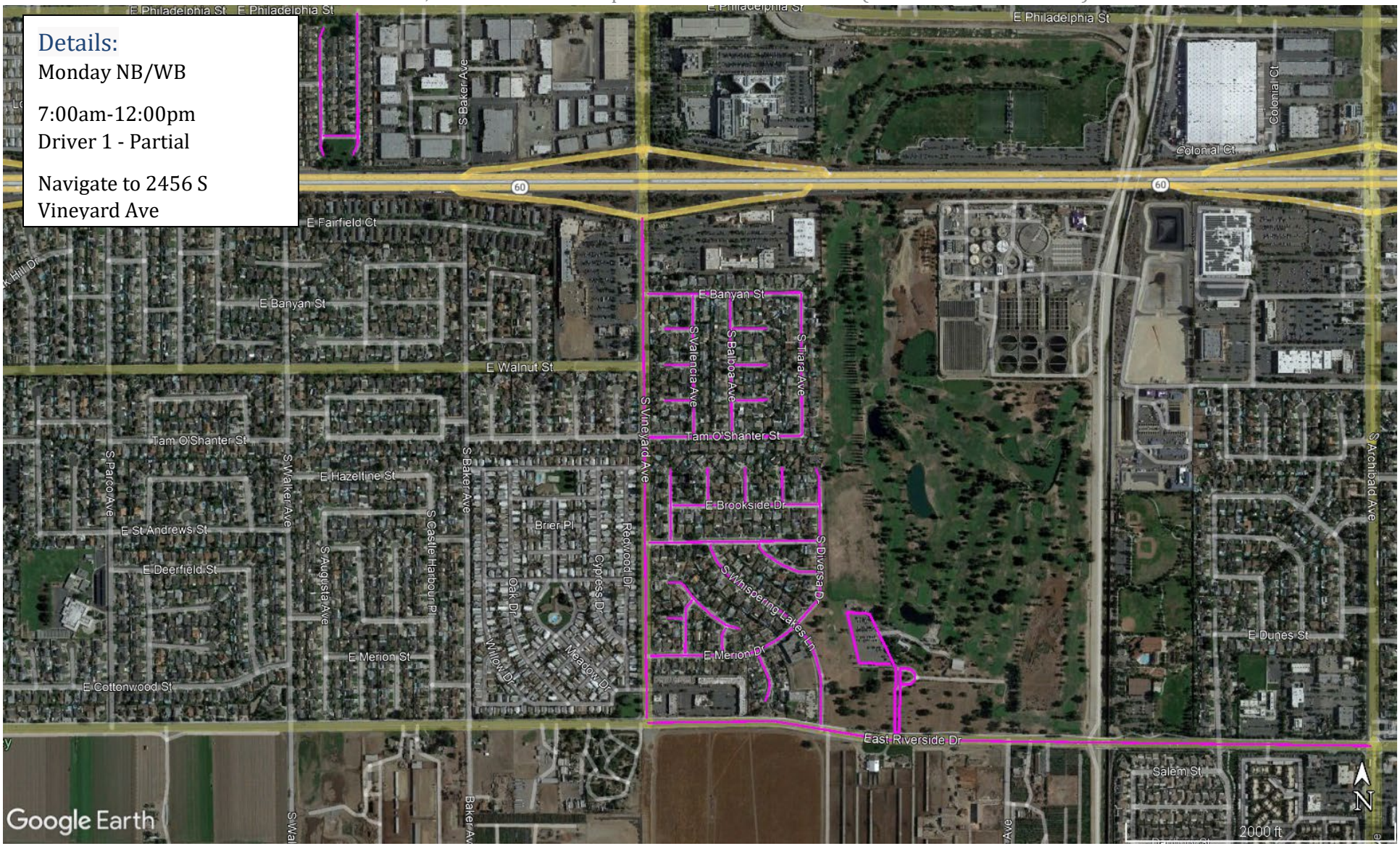
Contract Name: Ontario, CA Estimated Completion Time: 0:57 Minutes (1:12 Hours Leaf Season)

Details:

Monday NB/WB

7:00am-12:00pm
Driver 1 - Partial

Navigate to 2456 S Vineyard Ave



Zone # 1

Contract Name: Ontario, CA Estimated Completion Time: 0:57 Minutes (1:12 Hours Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
Monday	S Augusta Pl	North End	South End	Driver 1	0.18	1000
Monday	E Skylark St	S Augusta Pl	S Pinehurst Pl	Driver 1	0.05	1001
Monday	S Pinehurst Pl	E Philadelphia St	South End	Driver 1	0.20	1002
Monday	S Vineyard Ave	I-60	East Riverside Dr	Driver 1	0.70	1003
Monday	E Banyan St	S Vineyard Ave	S Tiara Ave	Driver 1	0.21	1004
Monday	S Tiara Ave	E Banyan St	Tam O'Shanter St	Driver 1	0.20	1005
Monday	Tam O'Shanter St	S Vineyard Ave	S Tiara Ave	Driver 1	0.22	1006
Monday	S Valencia Ave	Tam O'Shanter St	E Banyan St	Driver 1	0.19	1007
Monday	E Cherry Hill St	S Valencia Ave	West End	Driver 1	0.04	1008
Monday	E Boca Raton Ct	S Valencia Ave	West End	Driver 1	0.04	1009
Monday	E Bermuda Dunes Ct	S Valencia Ave	West End	Driver 1	0.04	1010
Monday	S Balboa Ave	E Banyan St	Tam O'Shanter St	Driver 1	0.19	1011
Monday	E Cherry Hill St	S Balboa Ave	East End	Driver 1	0.05	1012
Monday	E Boca Raton Ct	S Balboa Ave	East End	Driver 1	0.05	1013
Monday	Bermuda Dunes Ct	S Balboa Ave	East End	Driver 1	0.05	1014
Monday	E St Andrews Dr	S Vineyard Ave	S Diversa Dr	Driver 1	0.24	1015
Monday	S Inverness Ct	E St Andrews Dr	North End	Driver 1	0.10	1016
Monday	E Brookside Dr	S Inverness Ct	S Diversa Dr	Driver 1	0.20	1017
Monday	S Whispering Lakes Ct	E Brookside Dr	North End	Driver 1	0.05	1018
Monday	S Tamarask Ct	E Brookside Dr	North End	Driver 1	0.05	1019
Monday	S Pebble Beach Ct	E Brookside Dr	North End	Driver 1	0.05	1020
Monday	S Diversa Dr	S Whispering Lakes Ln	North End	Driver 1	0.23	1021
Monday	S Tamarask Ct	E St Andrews Dr	S Diversa Dr	Driver 1	0.10	1022
Monday	S Whispering Lakes Ln	E St Andrews Dr	East Riverside Dr	Driver 1	0.32	1023
Monday	E Merion Dr	S Vineyard Ave	S Whispering Lakes Ln	Driver 1	0.22	1024
Monday	S Spyglass Ct	E Merion Dr	South End	Driver 1	0.07	1025
Monday	S La Costa Ct	E Merion Dr	Carnoustie Ct	Driver 1	0.04	1026
Monday	Carnoustie Ct	East End	West End	Driver 1	0.13	1027
Monday	S Inverness Ct	E Merion Dr	Carnoustie Ct	Driver 1	0.08	1028
Monday	Doral Ct	S Inverness Ct	West End	Driver 1	0.02	1029
Monday	East Riverside Dr	S Archibald Ave	S Vineyard Ave	Driver 1	1.02	1030
MONDAY	WESTWIND PARK LOT	N OF EAST RIVERSIDE DR	N/A	DRIVER 1	0.47	1434

Zone # 1B

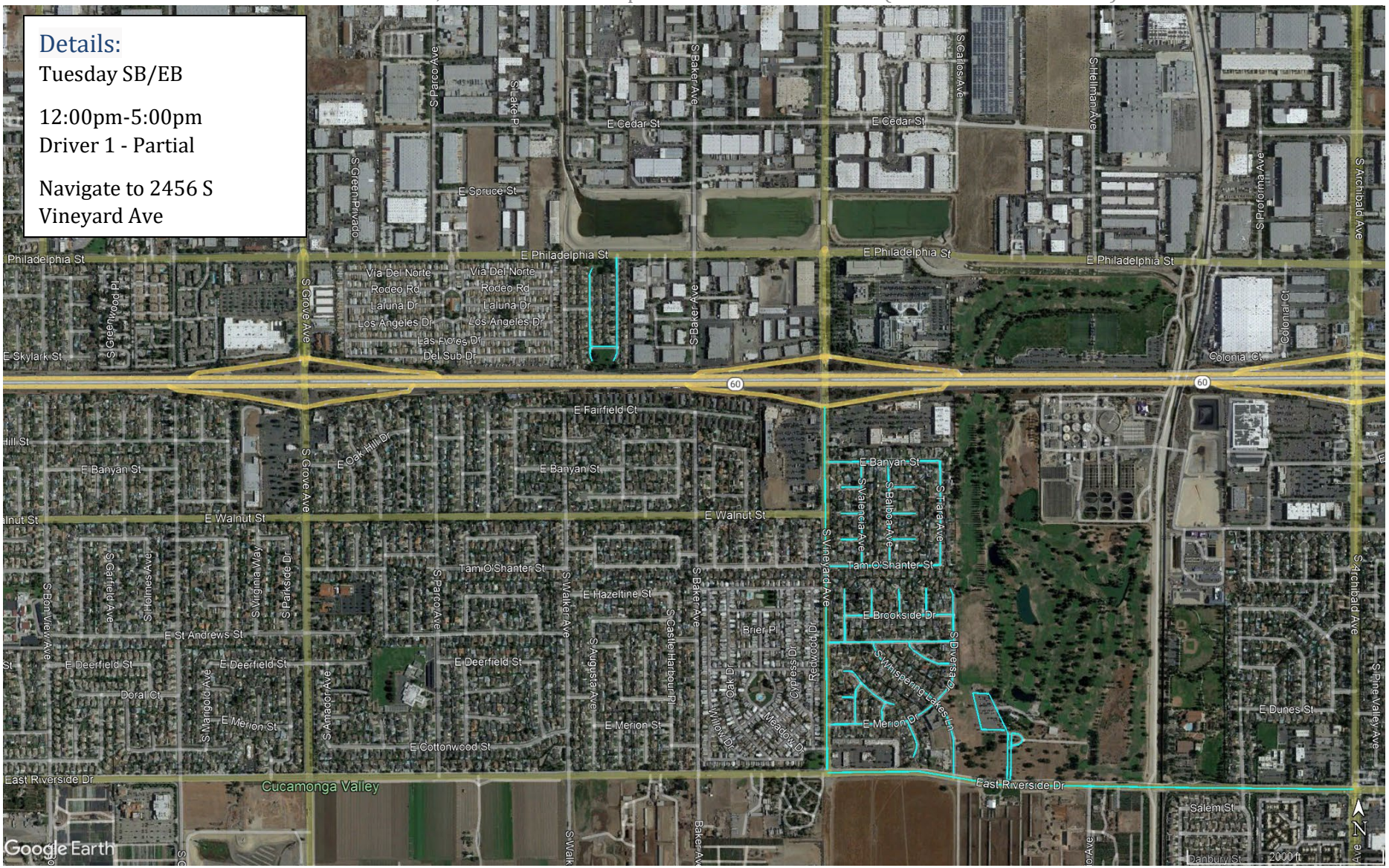
Contract Name: Ontario, CA Estimated Completion Time: 0:57 Minutes (1:12 Hours Leaf Season)

Details:

Tuesday SB/EB

12:00pm-5:00pm
Driver 1 - Partial

Navigate to 2456 S Vineyard Ave



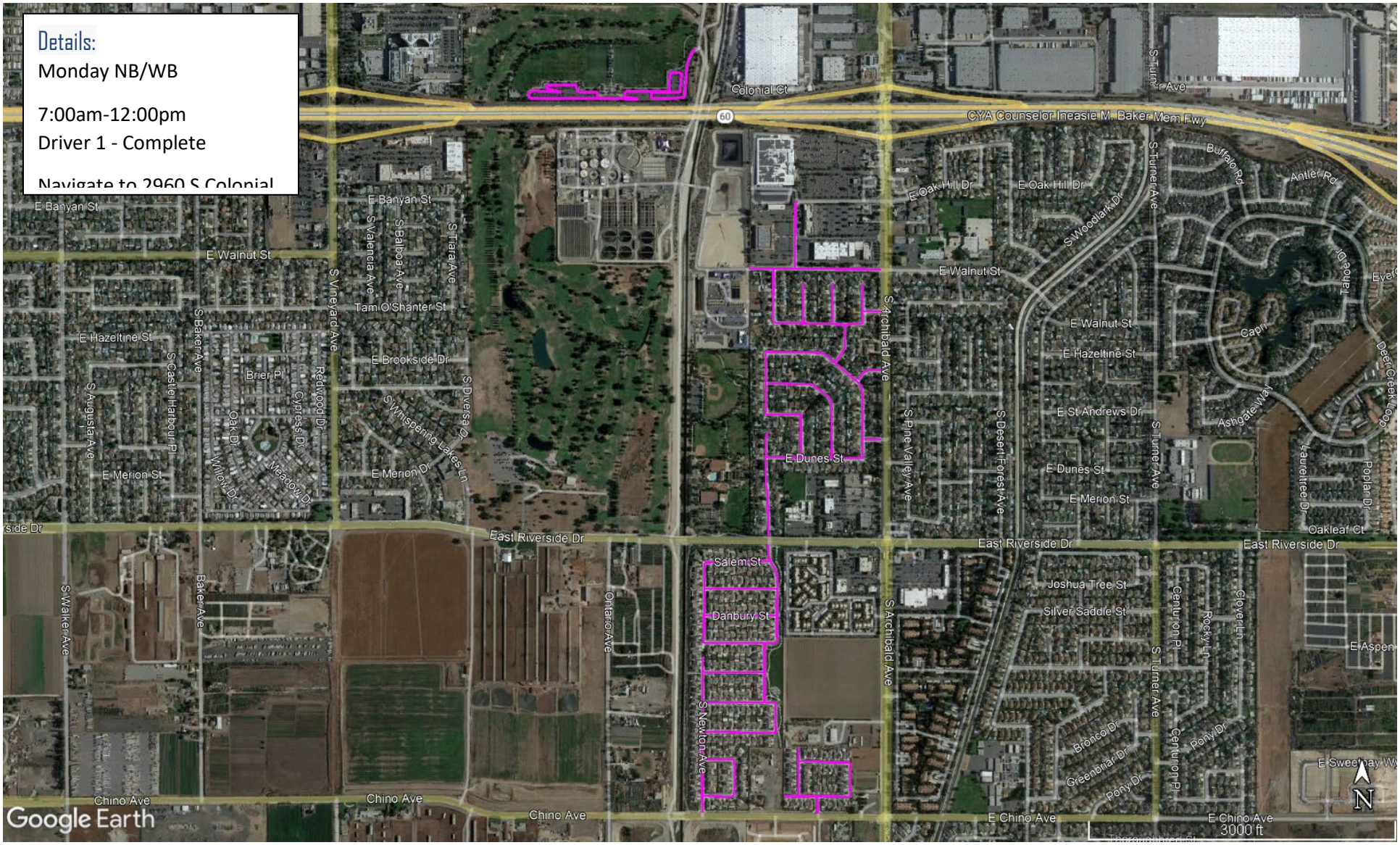
Zone # 1B

Contract Name: Ontario, CA Estimated Completion Time: 0:57 Minutes (1:12 Hours Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
TUESDAY	S Augusta Pl	South End	North End	0.18	1000	1
TUESDAY	E Skylark St	S Pinehurst Pl	S Augusta Pl	0.05	1001	1
TUESDAY	S Pinehurst Pl	South End	E Philadelphia St	0.20	1002	1
TUESDAY	S Vineyard Ave	East Riverside Dr	I-60	0.70	1003	1
TUESDAY	E Banyan St	S Tiara Ave	S Vineyard Ave	0.21	1004	1
TUESDAY	S Tiara Ave	Tam O'Shanter St	E Banyan St	0.20	1005	1
TUESDAY	Tam O'Shanter St	S Tiara Ave	S Vineyard Ave	0.22	1006	1
TUESDAY	S Valencia Ave	E Banyan St	Tam O'Shanter St	0.19	1007	1
TUESDAY	E Cherry Hill St	West End	S Valencia Ave	0.04	1008	1
TUESDAY	E Boca Raton Ct	West End	S Valencia Ave	0.04	1009	1
TUESDAY	E Bermuda Dunes Ct	West End	S Valencia Ave	0.04	1010	1
TUESDAY	S Balboa Ave	Tam O'Shanter St	E Banyan St	0.19	1011	1
TUESDAY	E Cherry Hill St	East End	S Balboa Ave	0.05	1012	1
TUESDAY	E Boca Raton Ct	East End	S Balboa Ave	0.05	1013	1
TUESDAY	Bermuda Dunes Ct	East End	S Balboa Ave	0.05	1014	1
TUESDAY	E St Andrews Dr	S Diversa Dr	S Vineyard Ave	0.24	1015	1
TUESDAY	S Inverness Ct	North End	E St Andrews Dr	0.10	1016	1
TUESDAY	E Brookside Dr	S Diversa Dr	S Inverness Ct	0.20	1017	1
TUESDAY	S Whispering Lakes Ct	North End	E Brookside Dr	0.05	1018	1
TUESDAY	S Tamarask Ct	North End	E Brookside Dr	0.05	1019	1
TUESDAY	S Pebble Beach Ct	North End	E Brookside Dr	0.05	1020	1
TUESDAY	S Diversa Dr	North End	S Whispering Lakes Ln	0.23	1021	1
TUESDAY	S Tamarask Ct	S Diversa Dr	E St Andrews Dr	0.10	1022	1
TUESDAY	S Whispering Lakes Ln	East Riverside Dr	E St Andrews Dr	0.32	1023	1
TUESDAY	E Merion Dr	S Whispering Lakes Ln	S Vineyard Ave	0.22	1024	1
TUESDAY	S Spyglass Ct	South End	E Merion Dr	0.07	1025	1
TUESDAY	S La Costa Ct	Carnoustie Ct	E Merion Dr	0.04	1026	1
TUESDAY	Carnoustie Ct	West End	East End	0.13	1027	1
TUESDAY	S Inverness Ct	Carnoustie Ct	E Merion Dr	0.08	1028	1
TUESDAY	Doral Ct	West End	S Inverness Ct	0.02	1029	1
TUESDAY	East Riverside Dr	S Vineyard Ave	S Archibald Ave	1.02	1030	1
TUESDAY	WESTWIND PARK LOT	N/A	N OF EAST RIVERSIDE DR	0.47	1434	1

Zone # 2

Contract Name: Ontario, CA Estimated Completion Time: 0:52 Minutes (1:06 Hours Leaf Season)



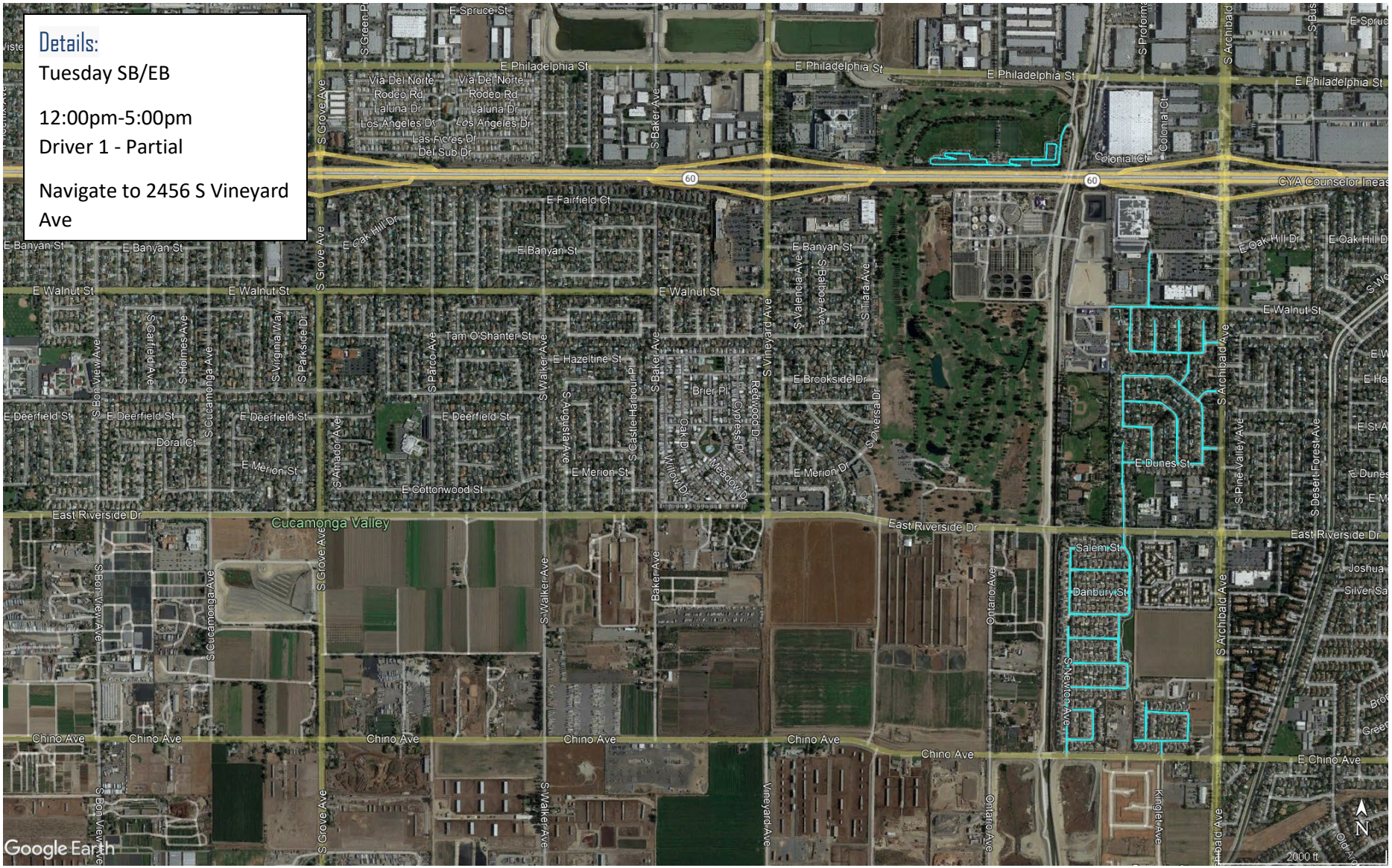
Zone # 2

Contract Name: Ontario, CA Estimated Completion Time: 0:52 Minutes (1:06 Hours Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
Monday	S Colonial Ave	East Riverside Dr	North End	Driver 1	0.19	1031
Monday	E Dunes St	S Colonial Ave	S Canterbury Trail	Driver 1	0.18	1032
Monday	S Canterbury Trail	E Dunes St	E Canterbury Trail	Driver 1	0.14	1033
Monday	E Canterbury Trail	S Canterbury Trail	S Colonial Ave	Driver 1	0.19	1034
Monday	S Colonial Ave	E Canterbury Trail	E Laurel Valley Ln	Driver 1	0.11	1035
Monday	E Laurel Valley Ln	S Colonial Ave	S Sea Island Trail	Driver 1	0.06	1036
Monday	S Sea Island Trail	E Laurel Valley Ln	E Dunes St	Driver 1	0.08	1037
Monday	Harbour Town Trail	E Dunes St	S Colonial Ave	Driver 1	0.23	1038
Monday	E Cog Hill Ct	S Canterbury Trail	S Archibald Ave	Driver 1	0.03	1039
Monday	E Brookside St	E Canterbury Trail	S Archibald Ave	Driver 1	0.05	1040
Monday	S Wilmington Dr	E Canterbury Trail	E Richmond St	Driver 1	0.07	1041
Monday	E Richmond St	S Dover Pl	S Colonial Ave	Driver 1	0.16	1042
Monday	S Colonial Ave	E Richmond St	E Walnut St	Driver 1	0.09	1043
Monday	S Sea Island Pl	E Richmond St	North End	Driver 1	0.07	1044
Monday	S Lexington Pl	E Richmond St	North End	Driver 1	0.07	1045
Monday	S Dover Pl	E Richmond St	North End	Driver 1	0.07	1046
Monday	Tam O'Shanter St	S Dover Pl	S Archibald Ave	Driver 1	0.03	1047
Monday	E Walnut St	S Archibald Ave	West Gate	Driver 1	0.24	1048
Monday	E Oak Hill Dr	E Walnut St	Ontario PD parking lot	Driver 1	0.12	1049
Monday	S Colonial Ave	E Darien St	East Riverside Dr	Driver 1	0.39	1050
Monday	Salem St	S Colonial Ave	S Plymouth Ave	Driver 1	0.12	1051
Monday	E Norwich St	S Colonial Ave	S Plymouth Ave	Driver 1	0.13	1052
Monday	Danbury St	S Colonial Ave	S Plymouth Ave	Driver 1	0.13	1053
Monday	Colchester St	S Colonial Ave	S Plymouth Ave	Driver 1	0.11	1054
Monday	S Plymouth Ave	Salem St	Colchester St	Driver 1	0.15	1055
Monday	E Bennington St	S Colonial Ave	S Newton Ave	Driver 1	0.11	1056
Monday	E Lewiston St	S Colonial Ave	S Newton Ave	Driver 1	0.11	1057
Monday	E Darien St	S Colonial Ave	S Newton Ave	Driver 1	0.13	1058
Monday	S Newton Ave	Chino Ave	North End	Driver 1	0.29	1059
Monday	E Derby Ln	S Newton Ave	S Portsmouth Ln	Driver 1	0.06	1060
Monday	S Portsmouth Ln	E Derby Ln	E Williamsburg Ln	Driver 1	0.07	1061
Monday	E Williamsburg Ln	S Newton Ave	S Portsmouth Ln	Driver 1	0.06	1062
Monday	Kinglet Ave	Chino Ave	Barnvelder Ct	Driver 1	0.03	1063
Monday	Barnvelder Ct	Orpington Ave	West End	Driver 1	0.12	1064
Monday	Orpington Ave	Barnvelder Ct	E Wyandotte Ct	Driver 1	0.06	1065
Monday	E Wyandotte Ct	Orpington Ave	S Welsummer Ave	Driver 1	0.09	1066
Monday	S Welsummer Ave	Barnvelder Ct	North End	Driver 1	0.09	1067
MONDAY	SOCCER PARK	N OF SR-60	N/A	DRIVER 1	0.84	1435

Zone # 2B

Contract Name: Ontario, CA Estimated Completion Time: 0:57 Minutes (1:12 Hours Leaf Season)



Zone # 2B

Contract Name: Ontario, CA Estimated Completion Time: 0:57 Minutes (1:12 Hours Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
TUESDAY	S Colonial Ave	North End	East Riverside Dr	0.19	1031	2
TUESDAY	E Dunes St	S Canterbury Trail	S Colonial Ave	0.18	1032	2
TUESDAY	S Canterbury Trail	E Canterbury Trail	E Dunes St	0.14	1033	2
TUESDAY	E Canterbury Trail	S Colonial Ave	S Canterbury Trail	0.19	1034	2
TUESDAY	S Colonial Ave	E Laurel Valley Ln	E Canterbury Trail	0.11	1035	2
TUESDAY	E Laurel Valley Ln	S Sea Island Trail	S Colonial Ave	0.06	1036	2
TUESDAY	S Sea Island Trail	E Dunes St	E Laurel Valley Ln	0.08	1037	2
TUESDAY	Harbour Town Trail	S Colonial Ave	E Dunes St	0.23	1038	2
TUESDAY	E Cog Hill Ct	S Archibald Ave	S Canterbury Trail	0.03	1039	2
TUESDAY	E Brookside St	S Archibald Ave	E Canterbury Trail	0.05	1040	2
TUESDAY	S Wilmington Dr	E Richmond St	E Canterbury Trail	0.07	1041	2
TUESDAY	E Richmond St	S Colonial Ave	S Dover Pl	0.16	1042	2
TUESDAY	S Colonial Ave	E Walnut St	E Richmond St	0.09	1043	2
TUESDAY	S Sea Island Pl	North End	E Richmond St	0.07	1044	2
TUESDAY	S Lexington Pl	North End	E Richmond St	0.07	1045	2
TUESDAY	S Dover Pl	North End	E Richmond St	0.07	1046	2
TUESDAY	Tam O'Shanter St	S Archibald Ave	S Dover Pl	0.03	1047	2
TUESDAY	E Walnut St	West Gate	S Archibald Ave	0.24	1048	2
TUESDAY	E Oak Hill Dr	Ontario PD parking lot	E Walnut St	0.12	1049	2
TUESDAY	S Colonial Ave	East Riverside Dr	E Darien St	0.39	1050	2
TUESDAY	Salem St	S Plymouth Ave	S Colonial Ave	0.12	1051	2
TUESDAY	E Norwich St	S Plymouth Ave	S Colonial Ave	0.13	1052	2
TUESDAY	Danbury St	S Plymouth Ave	S Colonial Ave	0.13	1053	2
TUESDAY	Colchester St	S Plymouth Ave	S Colonial Ave	0.11	1054	2
TUESDAY	S Plymouth Ave	Colchester St	Salem St	0.15	1055	2
TUESDAY	E Bennington St	S Newton Ave	S Colonial Ave	0.11	1056	2
TUESDAY	E Lewiston St	S Newton Ave	S Colonial Ave	0.11	1057	2
TUESDAY	E Darien St	S Newton Ave	S Colonial Ave	0.13	1058	2
TUESDAY	S Newton Ave	North End	Chino Ave	0.29	1059	2
TUESDAY	E Derby Ln	S Portsmouth Ln	S Newton Ave	0.06	1060	2
TUESDAY	S Portsmouth Ln	E Williamsburg Ln	E Derby Ln	0.07	1061	2
TUESDAY	E Williamsburg Ln	S Portsmouth Ln	S Newton Ave	0.06	1062	2
TUESDAY	Kinglet Ave	Barnvelder Ct	Chino Ave	0.03	1063	2
TUESDAY	Barnvelder Ct	West End	Orpington Ave	0.12	1064	2
TUESDAY	Orpington Ave	E Wyandotte Ct	Barnvelder Ct	0.06	1065	2
TUESDAY	E Wyandotte Ct	S Welsummer Ave	Orpington Ave	0.09	1066	2
TUESDAY	S Welsummer Ave	North End	Barnvelder Ct	0.09	1067	2
TUESDAY	SOCCER PARK	N/A	N OF SR-60	0.84	1435	2

Zone #3

Contract Name: Ontario, CA Estimated Completion Time: 0:59 Minutes (1:14 hours Leaf Season)

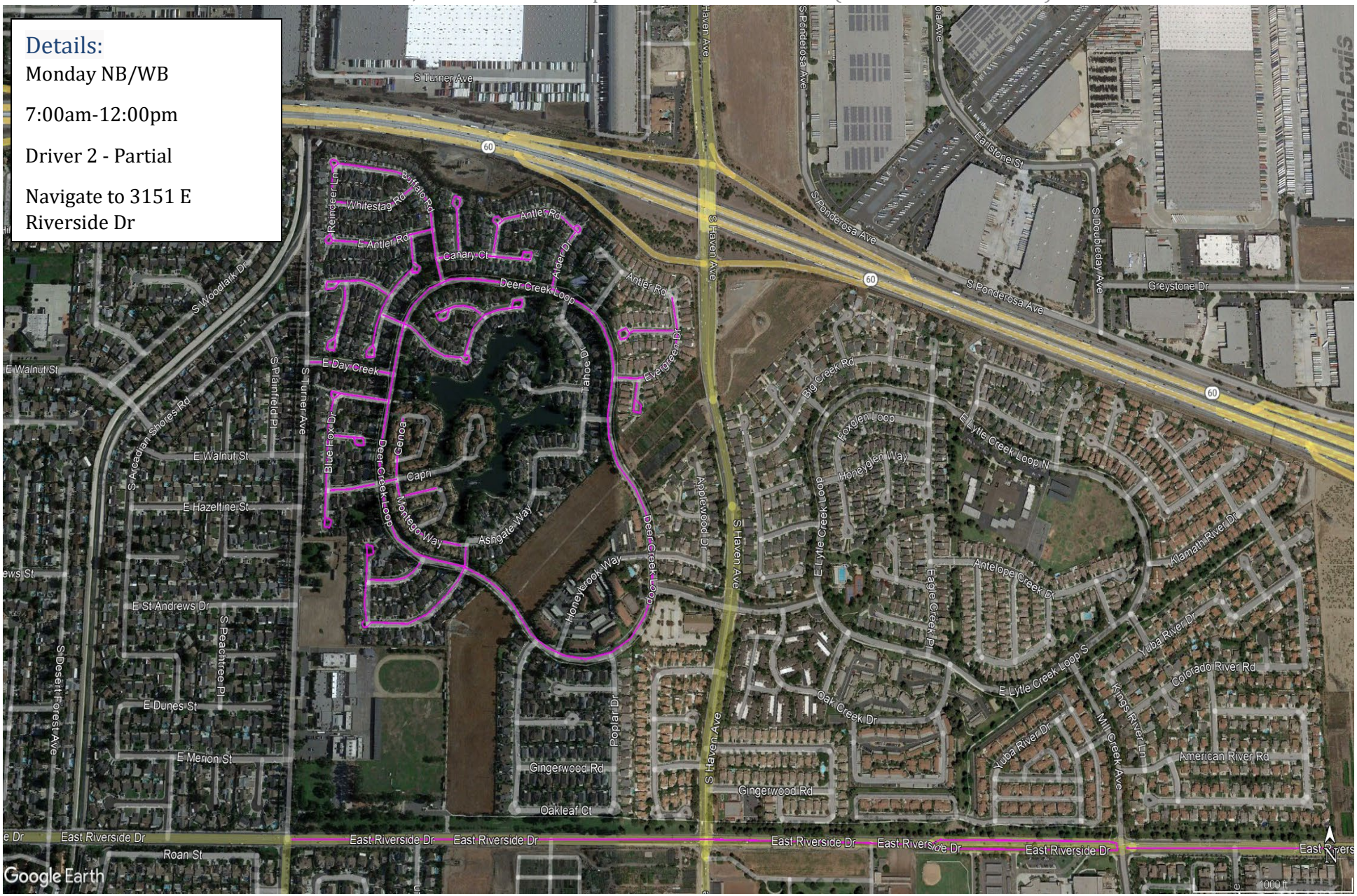
Details:

Monday NB/WB

7:00am-12:00pm

Driver 2 - Partial

Navigate to 3151 E Riverside Dr



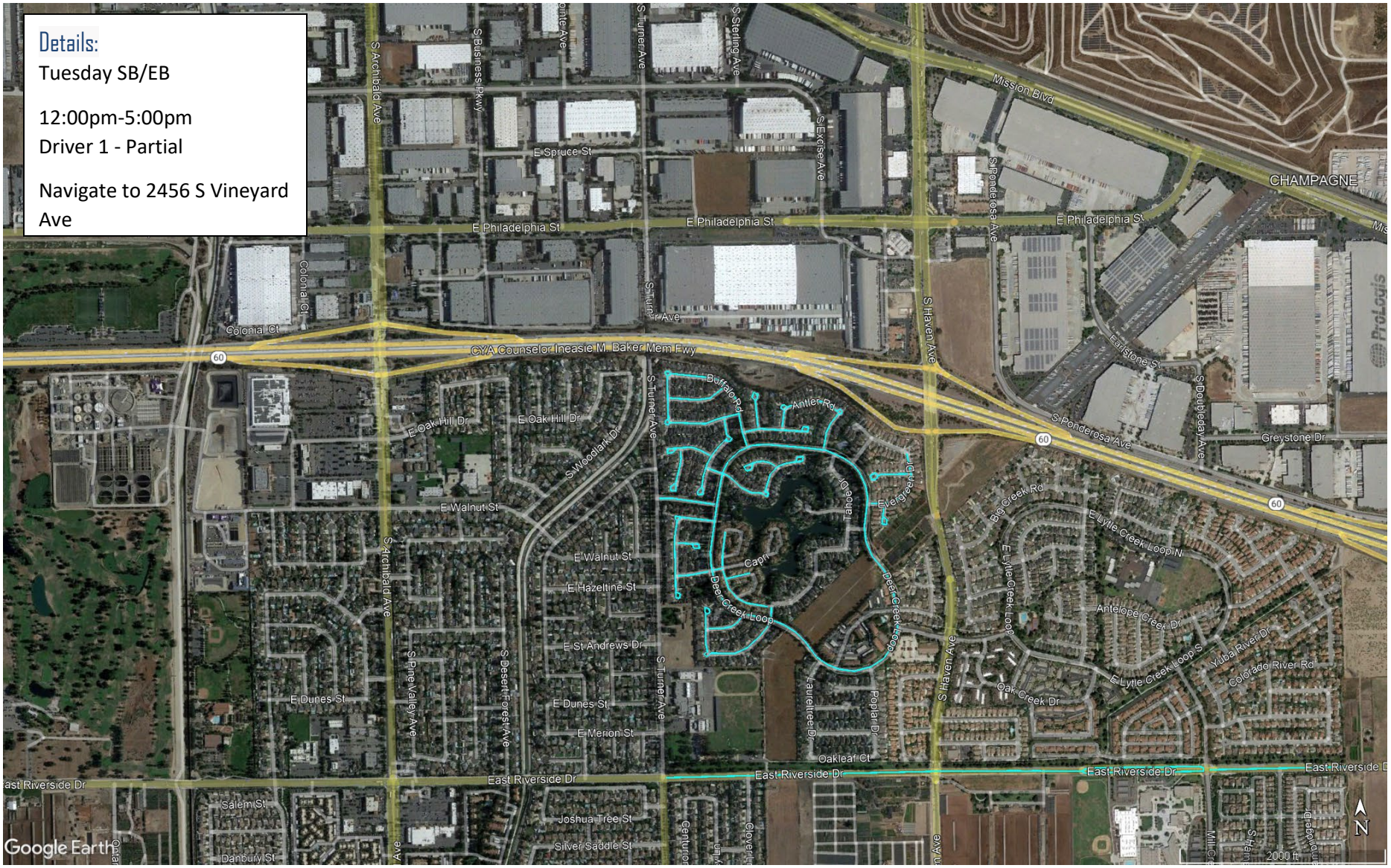
Zone #3

Contract Name: Ontario, CA Estimated Completion Time: 0:59 Minutes (1:14 hours Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
Monday	East Riverside Dr	S TURNER AVE	1.22 MILES E OF S TURNER AVE	DRIVER 2	1.22	1202
Monday	East Riverside Dr	MEDIAN	END OF MEDIAN	DRIVER 2	0.25	1203
Monday	DEER CREEK LOOP	E CREEKSIDE DR	E CREEKSIDE DR	DRIVER 2	1.23	1280
Monday	REINDEER LN	E ANTLER RD	BUFFALO RD	DRIVER 2	0.14	1294
Monday	EVERGREEN DR	DEER CREEK LOOP	ANTLER RD	DRIVER 2	0.14	1281
Monday	REDPINE PL	EVERGREEN DR	CUL-DA-SEC	DRIVER 2	0.06	1282
Monday	SUGAR MAPLE CT	EVERGREEN DR	CUL-DA-SEC	DRIVER 2	0.10	1283
Monday	ALDER DR	DEER CREEK LOOP	ANTLER RD	DRIVER 2	0.07	1286
Monday	ANTLER RD	ALDER DR	BLACK PINE PL	DRIVER 2	0.13	1287
Monday	BLACK PINE PL	CANARY CT	ANTLER RD	DRIVER 2	0.06	1288
Monday	CANARY CT	BUFFALO RD	CUL-DA-SEC	DRIVER 2	0.14	1289
Monday	ACORN PL	CANARY CT	CUL-DA-SEC	DRIVER 2	0.09	1290
Monday	BUFFALO RD	DEER CREEK LOOP	REINDEER LN	DRIVER 2	0.22	1291
Monday	E ANTLER RD	REINDEER LN	BUFFALO RD	DRIVER 2	0.13	1292
Monday	WHITESTAG RD	REINDEER LN	BUFFALO RD	DRIVER 2	0.11	1293
Monday	MOOSEDEER DR	E ANTLER RD	CUL-DA-SEC	DRIVER 2	0.20	1295
Monday	CRYSTAL LAKE RD	MOOSEDEER DR	CUL-DA-SEC	DRIVER 2	0.11	1296
Monday	CARIBOU PL	CRYSTAL LAKE DR	CUL-DA-SEC	DRIVER 2	0.10	1297
Monday	CLEAR LAKE RD	MOOSEDEER DR	CUL-DA-SEC	DRIVER 2	0.27	1298
Monday	CRYSTAL LAKE CT	CLEAR LAKE RD	CUL-DA-SEC	DRIVER 2	0.09	1299
Monday	E DAY CREEK	DEER CREEK LOOP	S TURNER AVE	DRIVER 2	0.10	1300
Monday	ANTELOPE WAY	DEER CREEK LOOP	BLUE FOX DR	DRIVER 2	0.09	1301
Monday	BLUE FOX DR	ANTELOPE WAY	CUL-DA-SEC	DRIVER 2	0.16	1302
Monday	FAWN CT	BLUE FOX DR	CUL-DA-SEC	DRIVER 2	0.07	1303
Monday	BISON WAY	BLUE FOX DR	DEER CREEK LOOP	DRIVER 2	0.06	1304
Monday	CAPRI	DEER CREEK LOOP	GENOA	DRIVER 2	0.02	1305
Monday	GENOA	CAPRI	340' N	DRIVER 2	0.06	1306
Monday	MONTEGO WAY	CAPRI	ASHGATE WAY	DRIVER 2	0.12	1307
Monday	LAGO	MONTEGO WAY	MILANO	DRIVER 2	0.04	1308
Monday	ASHGATE WAY	MONTEGO WAY	RIPPLING BROOK PL	DRIVER 2	0.18	1315
Monday	RIPPLING BROOK PL	ASHGATE WAY	CUL-DA-SEC	DRIVER 2	0.11	1316
Monday	PARKGLEN WAY	DEER CREEK LOOP	RIPPLING BROOK PL	DRIVER 2	0.07	1317

Zone # 3B

Contract Name: Ontario, CA Estimated Completion Time: 0:57 Minutes (1:12 Hours Leaf Season)



District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
TUESDAY	East Riverside Dr	1.22 MILES E OF S TURNER AVE	S TURNER AVE	1.22	1202	3
TUESDAY	East Riverside Dr	END OF MEDIAN	MEDIAN	0.25	1203	3
TUESDAY	DEER CREEK LOOP	E CREEKSIDE DR	E CREEKSIDE DR	1.23	1280	3
TUESDAY	REINDEER LN	BUFFALO RD	E ANTLER RD	0.14	1294	3
TUESDAY	EVERGREEN DR	ANTLER RD	DEER CREEK LOOP	0.14	1281	3
TUESDAY	REDPINE PL	CUL-DA-SEC	EVERGREEN DR	0.06	1282	3
TUESDAY	SUGAR MAPLE CT	CUL-DA-SEC	EVERGREEN DR	0.10	1283	3
TUESDAY	ALDER DR	ANTLER RD	DEER CREEK LOOP	0.07	1286	3
TUESDAY	ANTLER RD	BLACK PINE PL	ALDER DR	0.13	1287	3
TUESDAY	BLACK PINE PL	ANTLER RD	CANARY CT	0.06	1288	3
TUESDAY	CANARY CT	CUL-DA-SEC	BUFFALO RD	0.14	1289	3
TUESDAY	ACORN PL	CUL-DA-SEC	CANARY CT	0.09	1290	3
TUESDAY	BUFFALO RD	REINDEER LN	DEER CREEK LOOP	0.22	1291	3
TUESDAY	E ANTLER RD	BUFFALO RD	REINDEER LN	0.13	1292	3
TUESDAY	WHITESTAG RD	BUFFALO RD	REINDEER LN	0.11	1293	3
TUESDAY	MOOSEDEER DR	CUL-DA-SEC	E ANTLER RD	0.20	1295	3
TUESDAY	CRYSTAL LAKE RD	CUL-DA-SEC	MOOSEDEER DR	0.11	1296	3
TUESDAY	CARIBOU PL	CUL-DA-SEC	CRYSTAL LAKE DR	0.10	1297	3
TUESDAY	CLEAR LAKE RD	CUL-DA-SEC	MOOSEDEER DR	0.27	1298	3
TUESDAY	CRYSTAL LAKE CT	CUL-DA-SEC	CLEAR LAKE RD	0.09	1299	3
TUESDAY	E DAY CREEK	S TURNER AVE	DEER CREEK LOOP	0.10	1300	3
TUESDAY	ANTELOPE WAY	BLUE FOX DR	DEER CREEK LOOP	0.09	1301	3
TUESDAY	BLUE FOX DR	CUL-DA-SEC	ANTELOPE WAY	0.16	1302	3
TUESDAY	FAWN CT	CUL-DA-SEC	BLUE FOX DR	0.07	1303	3
TUESDAY	BISON WAY	DEER CREEK LOOP	BLUE FOX DR	0.06	1304	3
TUESDAY	CAPRI	GENOA	DEER CREEK LOOP	0.02	1305	3
TUESDAY	GENOA	340' N	CAPRI	0.06	1306	3
TUESDAY	MONTEGO WAY	ASHGATE WAY	CAPRI	0.12	1307	3
TUESDAY	LAGO	MILANO	MONTEGO WAY	0.04	1308	3
TUESDAY	ASHGATE WAY	RIPPLING BROOK PL	MONTEGO WAY	0.18	1315	3
TUESDAY	RIPPLING BROOK PL	CUL-DA-SEC	ASHGATE WAY	0.11	1316	3
TUESDAY	PARKGLEN WAY	RIPPLING BROOK PL	DEER CREEK LOOP	0.07	1317	3

Zone #4

Contract Name: Ontario, CA Estimated Completion Time: 1:01 Hours (1:16 hours Leaf Season)

Details:

Monday NB/WB

7:00am-12:00pm

Driver 2 - Partial

Navigate to 2520 Pinecone Way



District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
Monday	E LYTLE CREEK LOOP	STONE CREEK WAY	STONE CREEK WAY	DRIVER 2	1.18	1235
Monday	SILVERADO CREEK PL	E LYTLE CREEK LOOP	CUL-DA-SEC	DRIVER 2	0.11	1236
Monday	SANTIAGO CREEK WAY	SILVERADO CREEK PL	ALISO CREEK DR	DRIVER 2	0.10	1237
Monday	ALISO CREEK DR	E LYTLE CREEK LOOP	LIVE OAK CREEK WAY	DRIVER 2	0.06	1238
Monday	LIVE OAK CREEK WAY	ALISO CREEK DR	CUL-DA-SEC	DRIVER 2	0.10	1239
Monday	ACORNGLEN PL	E LYTLE CREEK LOOP	CUL-DA-SEC	DRIVER 2	0.14	1240
Monday	HONEYGLEN WAY	E LYTLE CREEK LOOP	ACORNGLEN PL	DRIVER 2	0.14	1241
Monday	BADGERGLEN PL	HONEYGLEN WAY	CUL-DA-SEC	DRIVER 2	0.08	1242
Monday	FOXGLEN LOOP	ACORNGLEN PL	CUL-DA-SEC	DRIVER 2	0.25	1243
Monday	S RUSH CREEK WAY	E LYTLE CREEK LOOP	CUL-DA-SEC	DRIVER 2	0.09	1244
Monday	BIG CREEK RD	S RUSH CREEK WAY	ALDER CREEK DR	DRIVER 2	0.27	1245
Monday	S COLD CREEK WAY	BIG CREEK RD	E LTYLE CREEK LOOP	DRIVER 2	0.03	1246
Monday	COLD SPRINGS PL	BIG CREEK RD	CUL-DA-SEC	DRIVER 2	0.06	1247
Monday	OAK SPRINGS PL	BIG CREEK RD	CUL-DA-SEC	DRIVER 2	0.11	1248
Monday	ROCK SPRINGS PL	BIG CREEK RD	CUL-DA-SEC	DRIVER 2	0.05	1249
Monday	CRYSTIAL SPRINGS PL	BIG CREEK RD	CUL-DA-SEC	DRIVER 2	0.06	1250
Monday	ALDER CREEK DR	WARM SPRINGS CT	CUL-DA-SEC	DRIVER 2	0.20	1251
Monday	SODA SPRINGS CT	ALDER CREEK DR	CUL-DA-SEC	DRIVER 2	0.08	1252
Monday	SHADOW CREEK WAY	ALDER CREEK DR	E LYTLE CREEK LOOP	DRIVER 2	0.07	1253
Monday	WARM SPRINGS CT	ALDER CREEK DR	CUL-DA-SEC	DRIVER 2	0.10	1254
Monday	OAK CREEK DR	E LYTLE CREEK LOOP	E CREEKSIDE DR	DRIVER 2	0.33	1265
Monday	S TUOLUMNE PL	E LYTLE CREEK LOOP	OAK CREEK DR	DRIVER 2	0.07	1266
Monday	E CREEKSIDE DR	E LYTLE CREEK LOOP	DEER CREEK LOOP	DRIVER 2	0.37	1267
Monday	ANTLER RD	EVERGREEN DR	CUL-DA-SEC	DRIVER 2	0.16	1284
Monday	PINECONE WAY	DEER CREEK LOOP	ANTLER RD	DRIVER 2	0.05	1285
Monday	ASHGATE WAY	MONTEGO WAY	TAHOE DR	DRIVER 2	0.22	1309
Monday	ASHGATE CT	ASHGATE WAY	CUL-DA-SEC	DRIVER 2	0.04	1310
Monday	ASHGATE PL	ASHGATE WAY	CUL-DA-SEC	DRIVER 2	0.05	1311
Monday	TAHOE DR	ASHGATE WAY	DEER CREEK LOOP	DRIVER 2	0.22	1312
Monday	SUMMER ISLAND CT	TAHOE DR	CUL-DA-SEC	DRIVER 2	0.11	1313
Monday	E ELSINORE WAY	TAHOE DR	DEER CREEK LOOP	DRIVER 2	0.03	1314
Monday	LAURELTREE DR	DEER CREEK LOOP	OAKLEAF CT	DRIVER 2	0.19	1318
Monday	OAKLEAF CT	LAURELTREE DR	POPLAR DR	DRIVER 2	0.14	1319
Monday	POPLAR DR	OAKLEAF CT	DEER CREEK LOOP	DRIVER 2	0.16	1320
Monday	GINGERWOOD RD	LAURELTREE DR	POPLAR DR	DRIVER 2	0.11	1321
Monday	MORNINGWOOD CT	LAURELTREE DR	CUL-DA-SEC	DRIVER 2	0.10	1322
Monday	CEDARGLEN RD	POPLAR DR	CUL-DA-SEC	DRIVER 2	0.09	1323
Monday	HONEYBROOK WAY	DEER CREEK LOOP	APPLEWOOD DR	DRIVER 2	0.25	1324
Monday	APPLEWOOD DR	HONEYBROOK WAY	CUL-DA-SEC	DRIVER 2	0.15	1325
Monday	NECTAR CT	APPLEWOOD DR	CUL-DA-SEC	DRIVER 2	0.06	1326

Zone #4B

Contract Name: Ontario, CA Estimated Completion Time: 1:01 Hours (1:16 hours Leaf Season)

Details:

Tuesday SB/EB

12:00pm-5:00pm

Driver 2 - Partial

Navigate to 2520 Pinecone Way



Zone #4B

Contract Name: Ontario, CA Estimated Completion Time: 1:01 Hours (1:16 hours Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
TUESDAY	E LYTLE CREEK LOOP	STONE CREEK WAY	STONE CREEK WAY	1.18	1235	4
TUESDAY	SILVERADO CREEK PL	CUL-DA-SEC	E LYTLE CREEK LOOP	0.11	1236	4
TUESDAY	SANTIAGO CREEK WAY	ALISO CREEK DR	SILVERADO CREEK PL	0.10	1237	4
TUESDAY	ALISO CREEK DR	LIVE OAK CREEK WAY	E LYTLE CREEK LOOP	0.06	1238	4
TUESDAY	LIVE OAK CREEK WAY	CUL-DA-SEC	ALISO CREEK DR	0.10	1239	4
TUESDAY	ACORNGLEN PL	CUL-DA-SEC	E LYTLE CREEK LOOP	0.14	1240	4
TUESDAY	HONEYGLEN WAY	ACORNGLEN PL	E LYTLE CREEK LOOP	0.14	1241	4
TUESDAY	BADGERGLEN PL	CUL-DA-SEC	HONEYGLEN WAY	0.08	1242	4
TUESDAY	FOXGLEN LOOP	CUL-DA-SEC	ACORNGLEN PL	0.25	1243	4
TUESDAY	S RUSH CREEK WAY	CUL-DA-SEC	E LYTLE CREEK LOOP	0.09	1244	4
TUESDAY	BIG CREEK RD	ALDER CREEK DR	S RUSH CREEK WAY	0.27	1245	4
TUESDAY	S COLD CREEK WAY	E LTYLE CREEK LOOP	BIG CREEK RD	0.03	1246	4
TUESDAY	COLD SPRINGS PL	CUL-DA-SEC	BIG CREEK RD	0.06	1247	4
TUESDAY	OAK SPRINGS PL	CUL-DA-SEC	BIG CREEK RD	0.11	1248	4
TUESDAY	ROCK SPRINGS PL	CUL-DA-SEC	BIG CREEK RD	0.05	1249	4
TUESDAY	CRYSTIAL SPRINGS PL	CUL-DA-SEC	BIG CREEK RD	0.06	1250	4
TUESDAY	ALDER CREEK DR	CUL-DA-SEC	WARM SPRINGS CT	0.20	1251	4
TUESDAY	SODA SPRINGS CT	CUL-DA-SEC	ALDER CREEK DR	0.08	1252	4
TUESDAY	SHADOW CREEK WAY	E LYTLE CREEK LOOP	ALDER CREEK DR	0.07	1253	4
TUESDAY	WARM SPRINGS CT	CUL-DA-SEC	ALDER CREEK DR	0.10	1254	4
TUESDAY	OAK CREEK DR	E CREEKSIDE DR	E LYTLE CREEK LOOP	0.33	1265	4
TUESDAY	S TUOLUMNE PL	OAK CREEK DR	E LYTLE CREEK LOOP	0.07	1266	4
TUESDAY	E CREEKSIDE DR	DEER CREEK LOOP	E LYTLE CREEK LOOP	0.37	1267	4
TUESDAY	ANTLER RD	CUL-DA-SEC	EVERGREEN DR	0.16	1284	4
TUESDAY	PINECONE WAY	ANTLER RD	DEER CREEK LOOP	0.05	1285	4
TUESDAY	ASHGATE WAY	TAHOE DR	MONTEGO WAY	0.22	1309	4
TUESDAY	ASHGATE CT	CUL-DA-SEC	ASHGATE WAY	0.04	1310	4
TUESDAY	ASHGATE PL	CUL-DA-SEC	ASHGATE WAY	0.05	1311	4
TUESDAY	TAHOE DR	DEER CREEK LOOP	ASHGATE WAY	0.22	1312	4
TUESDAY	SUMMER ISLAND CT	CUL-DA-SEC	TAHOE DR	0.11	1313	4
TUESDAY	E ELSINORE WAY	DEER CREEK LOOP	TAHOE DR	0.03	1314	4
TUESDAY	LAURELTREE DR	OAKLEAF CT	DEER CREEK LOOP	0.19	1318	4
TUESDAY	OAKLEAF CT	POPLAR DR	LAURELTREE DR	0.14	1319	4
TUESDAY	POPLAR DR	DEER CREEK LOOP	OAKLEAF CT	0.16	1320	4
TUESDAY	GINGERWOOD RD	POPLAR DR	LAURELTREE DR	0.11	1321	4
TUESDAY	MORNINGWOOD CT	CUL-DA-SEC	LAURELTREE DR	0.10	1322	4
TUESDAY	CEDARGLEN RD	CUL-DA-SEC	POPLAR DR	0.09	1323	4
TUESDAY	HONEYBROOK WAY	APPLEWOOD DR	DEER CREEK LOOP	0.25	1324	4
TUESDAY	APPLEWOOD DR	CUL-DA-SEC	HONEYBROOK WAY	0.15	1325	4
TUESDAY	NECTAR CT	CUL-DA-SEC	APPLEWOOD DR	0.06	1326	4

Zone #5

Contract Name: Ontario, CA Estimated Completion Time: 00:38 Minutes (00:47 Minutes Leaf Season)

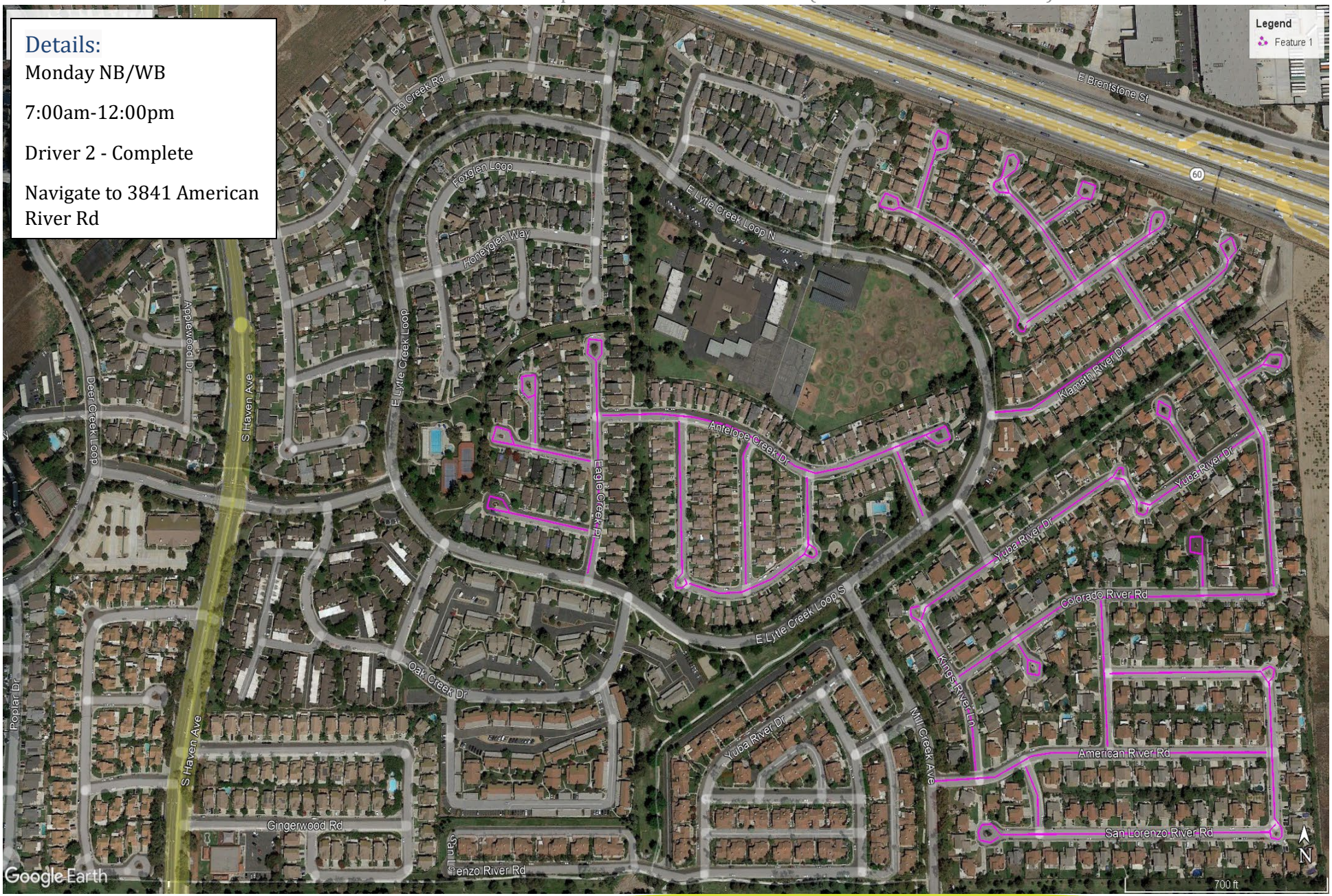
Details:

Monday NB/WB

7:00am-12:00pm

Driver 2 - Complete

Navigate to 3841 American River Rd



District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
Monday	AMERICAN RIVER RD	MILL CREEK AVE	MCCLOUD RIVER LN	DRIVER 2	0.22	1211
Monday	MAD RIVER LN	AMERICAN RIVER RD	SAN LORENZO RIVER RD	DRIVER 2	0.04	1212
Monday	SAN LORENZO RIVER RD	MCCLOUD RIVER LN	CUL-DA-SEC	DRIVER 2	0.21	1213
Monday	MCCLOUD RIVER LN	SAN LORENZO RIVER RD	MERCED RIVER RD	DRIVER 2	0.11	1214
Monday	MERCED RIVER RD	MCCLOUD RIVER LN	TUCKEE RIVER RD	DRIVER 2	0.13	1215
Monday	TUCKEE RIVER RD	AMERICAN RIVER RD	COLORADO RIVER RD	DRIVER 2	0.09	1216
Monday	COLORADO RIVER RD	KINGS RIVER LN	MCCLOUD RIVER LN	DRIVER 2	0.23	1217
Monday	BUTTE CREEK PL	COLORADO RIVER RD	CUL-DA-SEC	DRIVER 2	0.05	1218
Monday	HOLCOMB CREEK PL	COLORADO RIVER RD	CUL-DA-SEC	DRIVER 2	0.04	1219
Monday	KINGS RIVER LN	AMERICAN RIVER RD	YUBA RIVER DR	DRIVER 2	0.11	1220
Monday	YUBA RIVER DR	KINGS RIVER LN	RUSSIAN RIVER DR	DRIVER 2	0.17	1221
Monday	RUSSIAN RIVER DR	YUBA RIVER DR	YUBA RIVER DR	DRIVER 2	0.04	1222
Monday	YUBA RIVER DR	RUSSIAN RIVER DR	MCCLOUD RIVER LN	DRIVER 2	0.09	1223
Monday	BOISE CREEK PL	YUBA RIVER DR	CUL-DA-SEC	DRIVER 2	0.06	1224
Monday	MCCLOUD RIVER LN	COLORADO RIVER RD	KLAMATH RIVER DR	DRIVER 2	0.19	1225
Monday	YUBA RIVER DR	MCCLOUD RIVER LN	CUL-DA-SEC	DRIVER 2	0.06	1226
Monday	KLAMATH RIVER DR	E LYTLE CREEK LOOP	CUL-DA-SEC	DRIVER 2	0.23	1227
Monday	MCGEE CREEK LN	KLAMATH RIVER DR	SALT CREEK WAY	DRIVER 2	0.04	1228
Monday	SALT CREEK WAY	SALMON RIVER LN	CUL-DA-SEC	DRIVER 2	0.14	1229
Monday	OWENS RIVER LN	SALT CREEK WAY	CUL-DA-SEC	DRIVER 2	0.14	1230
Monday	BRUSH CREEK PL	OWENS RIVER LN	CUL-DA-SEC	DRIVER 2	0.07	1231
Monday	SALMON RIVER LN	SALT CREEK WAY	CUL-DA-SEC	DRIVER 2	0.16	1232
Monday	STONE CREEK WAY	E LYTLE CREEK LOOP	SALMON RIVER LN	DRIVER 2	0.03	1233
Monday	EEL RIVER PL	SALMON RIVER LN	CUL-DA-SEC	DRIVER 2	0.08	1234
Monday	EAGLE CREEK PL	E LYTLE CREEK LOOP	CUL-DA-SEC	DRIVER 2	0.17	1255
Monday	GRIZZLEY CREEK CT	EAGLE CREEK PL	CUL-DA-SEC	DRIVER 2	0.10	1256
Monday	CARIBOU CREEK CT	EAGLE CREEK PL	CUL-DA-SEC	DRIVER 2	0.10	1257
Monday	BEAR CREEK PL	CARIBOU CREEK CT	CUL-DA-SEC	DRIVER 2	0.07	1258
Monday	ANTELOPE CREEK DR	EAGLE CREEK PL	CUL-DA-SEC	DRIVER 2	0.27	1259
Monday	MOOSE CREEK LN	ANTELOPE CREEK DR	ELK CREEK WAY	DRIVER 2	0.12	1260
Monday	ELK CREEK WAY	MOOSE CREEK LN	BEAVER CREEK WAY	DRIVER 2	0.11	1261
Monday	CONDOR CREEK LN	ANTELOPE CREEK DR	ELK CREEK WAY	DRIVER 2	0.09	1262
Monday	BEAVER CREEK WAY	ANTELOPE CREEK DR	ELK CREEK WAY	DRIVER 2	0.04	1263
Monday	FOX CREEK WAY	ANTELOPE CREEK DR	E LYTLE CREEK LOOP	DRIVER 2	0.04	1264

Zone #7

Contract Name: Ontario, CA Estimated Completion Time: 00:59 Minutes (1:14 hours Leaf Season)

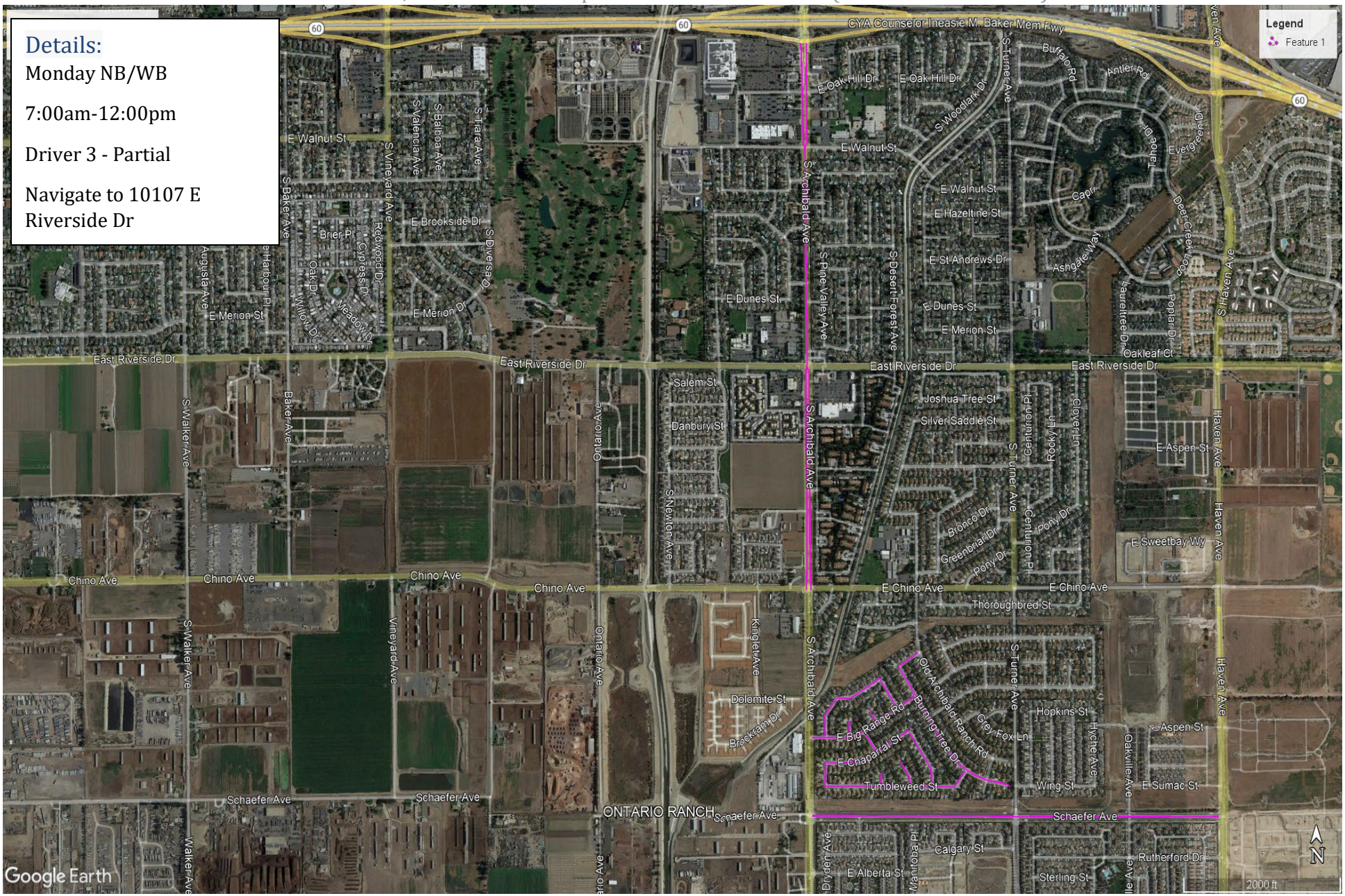
Details:

Monday NB/WB

7:00am-12:00pm

Driver 3 - Partial

Navigate to 10107 E Riverside Dr



Zone #7

Contract Name: Ontario, CA Estimated Completion Time: 00:59 Minutes (1:14 hours Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
Monday	S Archibald Ave	E CHINO AVE	I-60	DRIVER 3	3.00	1068
Monday	Schaefer Ave	S Archibald Ave	Haven Ave	DRIVER 3	0.98	1069
Monday	E BLACK HORSE DR	OLD ARCHIBALD RANCH RD	BURNING TREE DR	DRIVER 3	0.06	1179
Monday	BURNING TREE DR	E BLACK HORSE DR	CUL-DA-SEC	DRIVER 3	0.40	1180
Monday	E BIG RANGE RD	BURNING TREE DR	S Archibald Ave	DRIVER 3	0.27	1181
Monday	PINTO PL	E BIG RANGE RD	CUL-DA-SEC	DRIVER 3	0.03	1182
Monday	S APLOMINO PL	E BIG RANGE RD	CUL-DA-SEC	DRIVER 3	0.03	1183
Monday	S MUSTANG DR	E BIG RANGE RD	E BLACK HORSE DR	DRIVER 3	0.08	1184
Monday	E BLACK HORSE DR	S MUSTANG DR	WRANGLER PL	DRIVER 3	0.12	1185
Monday	WRANGLER PL	E BLACK HORSE DR	E BIG RANGE RD	DRIVER 3	0.10	1186
Monday	S PINTO PL	E BIG RANGE RD	E CHAPARRAL ST	DRIVER 3	0.05	1187
Monday	E CHAPARRAL ST	S MUSTANG DR	WRANGLER PL	DRIVER 3	0.22	1188
Monday	WRANGLER PL	E CHAPARRAL ST	TUMBLEWEED ST	DRIVER 3	0.05	1189
Monday	TUMBLEWEED ST	WRANGLER PL	BURNING TREE DR	DRIVER 3	0.36	1190
Monday	S PINTO PL	TUMBLEWEED ST	CUL-DA-SEC	DRIVER 3	0.03	1191
Monday	S PALOMINO PL	TUMBLEWEED ST	CUL-DA-SEC	DRIVER 3	0.06	1192
Monday	S MUSTANG DR	TUMBLEWEED ST	E CHAPARRAL ST	DRIVER 3	0.14	1193

Zone #7B

Contract Name: Ontario, CA Estimated Completion Time: 00:59 Minutes (1:14 hours Leaf Season)

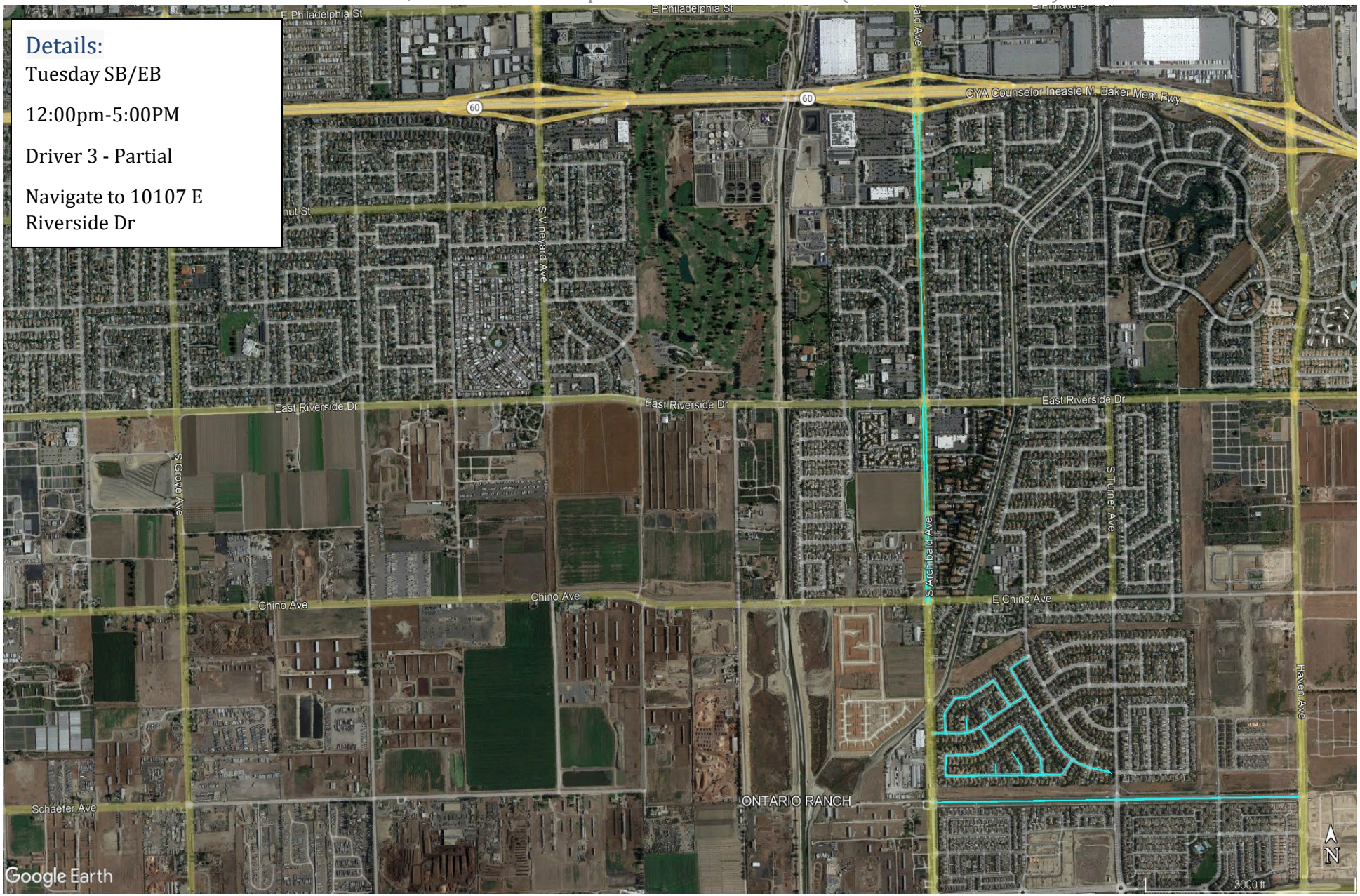
Details:

Tuesday SB/EB

12:00pm-5:00PM

Driver 3 - Partial

Navigate to 10107 E Riverside Dr



District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
TUESDAY	S Archibald Ave	I-60	E CHINO AVE	3.00	1068	7
TUESDAY	Schaefer Ave	Haven Ave	S Archibald Ave	0.98	1069	7
TUESDAY	E BLACK HORSE DR	BURNING TREE DR	OLD ARCHIBALD RANCH RD	0.06	1179	7
TUESDAY	BURNING TREE DR	CUL-DA-SEC	E BLACK HORSE DR	0.40	1180	7
TUESDAY	E BIG RANGE RD	S Archibald Ave	BURNING TREE DR	0.27	1181	7
TUESDAY	PINTO PL	CUL-DA-SEC	E BIG RANGE RD	0.03	1182	7
TUESDAY	S APLOMINO PL	CUL-DA-SEC	E BIG RANGE RD	0.03	1183	7
TUESDAY	S MUSTANG DR	E BLACK HORSE DR	E BIG RANGE RD	0.08	1184	7
TUESDAY	E BLACK HORSE DR	WRANGLER PL	S MUSTANG DR	0.12	1185	7
TUESDAY	WRANGLER PL	E BIG RANGE RD	E BLACK HORSE DR	0.10	1186	7
TUESDAY	S PINTO PL	E CHAPARRAL ST	E BIG RANGE RD	0.05	1187	7
TUESDAY	E CHAPARRAL ST	WRANGLER PL	S MUSTANG DR	0.22	1188	7
TUESDAY	WRANGLER PL	TUMBLEWEED ST	E CHAPARRAL ST	0.05	1189	7
TUESDAY	TUMBLEWEED ST	BURNING TREE DR	WRANGLER PL	0.36	1190	7
TUESDAY	S PINTO PL	CUL-DA-SEC	TUMBLEWEED ST	0.03	1191	7
TUESDAY	S PALOMINO PL	CUL-DA-SEC	TUMBLEWEED ST	0.06	1192	7
TUESDAY	S MUSTANG DR	E CHAPARRAL ST	TUMBLEWEED ST	0.14	1193	7

Zone #8

Contract Name: Ontario, CA Estimated Completion Time: 01:00 Hours (1:15 hours Leaf Season)

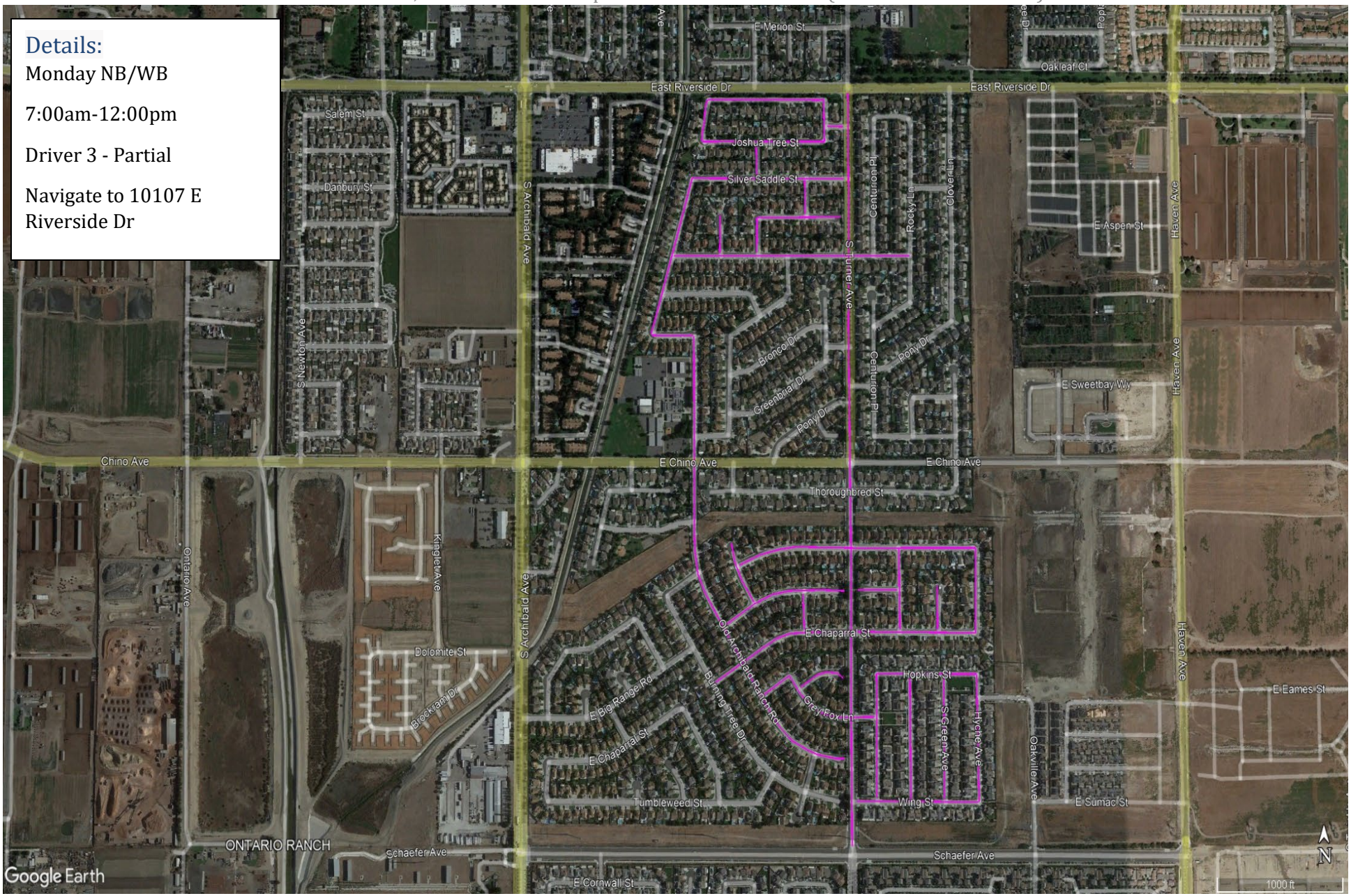
Details:

Monday NB/WB

7:00am-12:00pm

Driver 3 - Partial

Navigate to 10107 E Riverside Dr



Zone #8

Contract Name: Ontario, CA Estimated Completion Time: 01:00 Hours (1:15 hours Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
Monday	S TURNER AVE	East Riverside Dr	SCHAEFER AVE	DRIVER 3	1.00	1123
Monday	JOSHUA TREE ST	S TURNER AVE	S PLAINFIELD PL	DRIVER 3	0.02	1124
Monday	S PLAINFIELD PL	ROAN ST	JOSHUA TREE ST	DRIVER 3	0.06	1125
Monday	ROAN ST	S PLAINFIELD PL	S Arcadian Shores Rd	DRIVER 3	0.18	1126
Monday	S ARCADIAN SHORES RD	ROAN ST	JOSHUA TREE ST	DRIVER 3	0.06	1127
Monday	JOSHUA TREE ST	S ARCADIAN SHORES RD	S PLAINFIELD PL	DRIVER 3	0.19	1128
Monday	S NORTH SHORE DR	JOSHUA TREE ST	SILVER SADDLE ST	DRIVER 3	0.04	1129
Monday	SILVER SADDLE ST	S TURNER AVE	S Arcadian Shores Rd	DRIVER 3	0.23	1130
Monday	S PEACHTREE PL	SILVER SADDLE ST	PALOMINO CT	DRIVER 3	0.05	1131
Monday	PALOMINO CT	S NORTH SHORE DR	CUL-DA-SEC	DRIVER 3	0.13	1132
Monday	S NORTH SHORE DR	PALOMINO CT	GOLDEN TRAILS ST	DRIVER 3	0.05	1133
Monday	GOLDEN TRAILS ST	S ARCADIAN SHORES RD	ROCKY LN	DRIVER 3	0.36	1134
Monday	RODEO PL	GOLDEN TRAILS ST	CUL-DA-SEC	DRIVER 3	0.05	1135
Monday	S ARCADIAN SHORES RD	SILVER SADDLE ST	SURREY WAY	DRIVER 3	0.22	1136
Monday	SURREY WAY	S ARCADIAN SHORES RD	OLD ARCHIBALD RANCH RD	DRIVER 3	0.06	1139
Monday	OLD ARCHIBALD RANCH RD	SURREY WAY	CUL-DA-SEC	DRIVER 3	0.66	1140
Monday	E BLACK HORSE DR	S CLOVER WAY	S NORTH SHORE DR	DRIVER 3	0.36	1170
Monday	S CLOVER WAY	E BLACK HORSE DR	E CHAPARRAL ST	DRIVER 3	0.11	1171
Monday	E CHAPARRAL ST	S CLOVER WAY	BURNING TREE DR	DRIVER 3	0.41	1172
Monday	ROCKY PL	E CHAPARRAL ST	CUL-DA-SEC	DRIVER 3	0.06	1173
Monday	CENTURION WAY	E CHAPARRAL ST	E BLACK HORSE DR	DRIVER 3	0.11	1174
Monday	BIG RANGE CT	CENTURION WAY	CUL-DA-SEC	DRIVER 3	0.06	1175
Monday	S PEACHTREE PL	E BIG RANGE RD	E CHAPARRAL ST	DRIVER 3	0.05	1176
Monday	E BIG RANGE RD	OLD ARCHIBALD RANCH RD	CUL-DA-SEC	DRIVER 3	0.19	1177
Monday	S NORTH SHORE DR	E BIG RANGE RD	CUL-DA-SEC	DRIVER 3	0.09	1178
Monday	GREY FOX LN	OLD ARCHIBALD RANCH RD	S DULISSE AVE	DRIVER 3	0.20	1194
Monday	SCOUT CT	GREY FOX LN	CUL-DA-SEC	DRIVER 3	0.07	1195
Monday	S DULISEE AVE	WIING ST	HOPKINS ST	DRIVER 3	0.16	1196
Monday	WING ST	S TURNER AVE	HYCHE AVE	DRIVER 3	0.18	1197
Monday	S GROWER AVE	WING ST	HOPKINS ST	DRIVER 3	0.16	1198
Monday	S GREEN AVE	WING ST	HOPKINS ST	DRIVER 3	0.16	1199
Monday	HYCHE AVE	WING ST	HOPKINS ST	DRIVER 3	0.17	1200
Monday	HOPKINS ST	S DULISSE AVE	HYCHE AVE	DRIVER 3	0.15	1201

Zone #8B

Contract Name: Ontario, CA Estimated Completion Time: 01:00 Hours (1:15 hours Leaf Season)

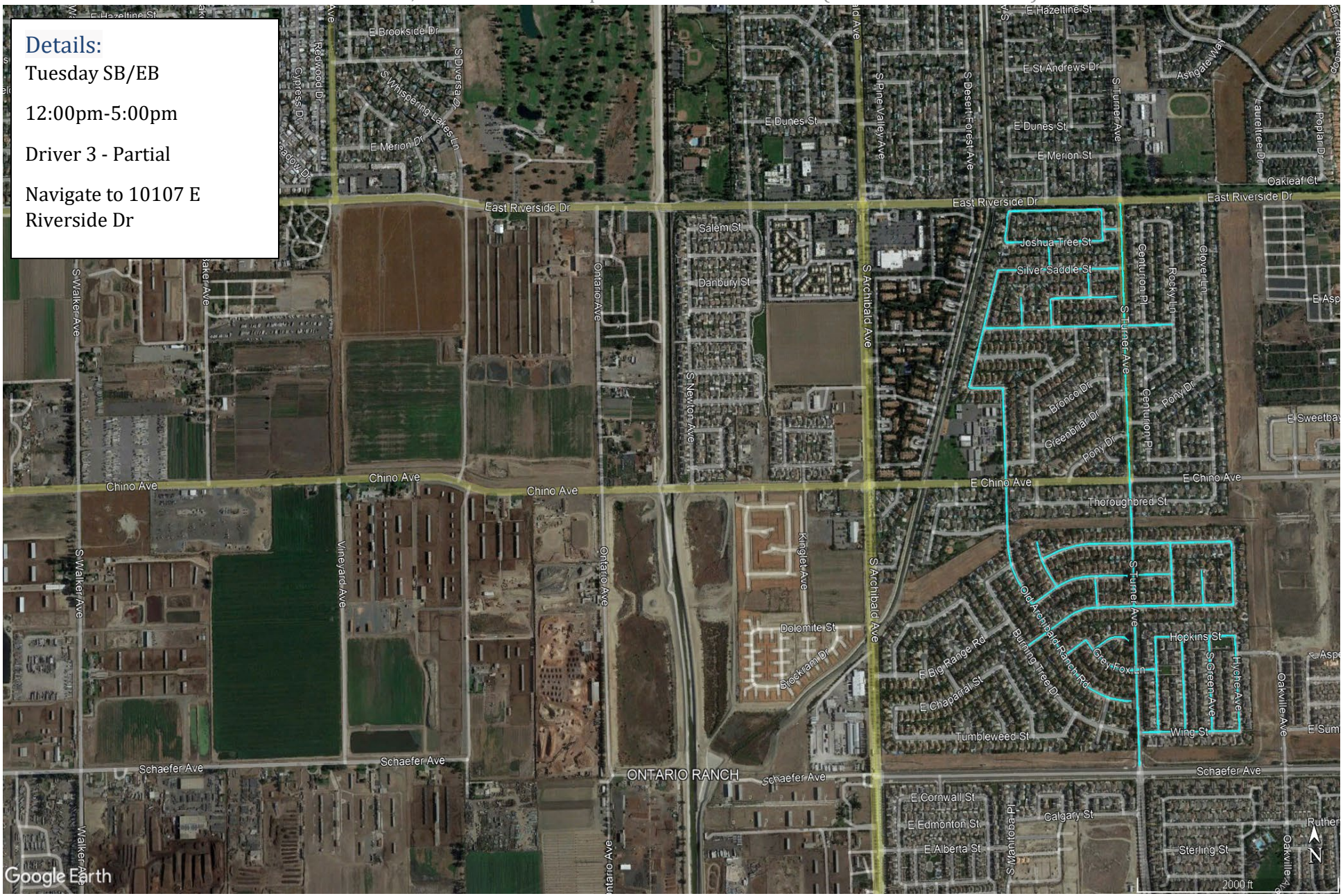
Details:

Tuesday SB/EB

12:00pm-5:00pm

Driver 3 - Partial

Navigate to 10107 E Riverside Dr



District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
TUESDAY	S TURNER AVE	SCHAEFER AVE	East Riverside Dr	1.00	1123	8
TUESDAY	JOSHUA TREE ST	S PLAINFIELD PL	S TURNER AVE	0.02	1124	8
TUESDAY	S PLAINFIELD PL	JOSHUA TREE ST	ROAN ST	0.06	1125	8
TUESDAY	ROAN ST	S Arcadian Shores Rd	S PLAINFIELD PL	0.18	1126	8
TUESDAY	S ARCADIAN SHORES RD	JOSHUA TREE ST	ROAN ST	0.06	1127	8
TUESDAY	JOSHUA TREE ST	S PLAINFIELD PL	S ARCADIAN SHORES RD	0.19	1128	8
TUESDAY	S NORTH SHORE DR	SILVER SADDLE ST	JOSHUA TREE ST	0.04	1129	8
TUESDAY	SILVER SADDLE ST	S Arcadian Shores Rd	S TURNER AVE	0.23	1130	8
TUESDAY	S PEACHTREE PL	PALOMINO CT	SILVER SADDLE ST	0.05	1131	8
TUESDAY	PALOMINO CT	CUL-DA-SEC	S NORTH SHORE DR	0.13	1132	8
TUESDAY	S NORTH SHORE DR	GOLDEN TRAILS ST	PALOMINO CT	0.05	1133	8
TUESDAY	GOLDEN TRAILS ST	ROCKY LN	S ARCADIAN SHORES RD	0.36	1134	8
TUESDAY	RODEO PL	CUL-DA-SEC	GOLDEN TRAILS ST	0.05	1135	8
TUESDAY	S ARCADIAN SHORES RD	SURREY WAY	SILVER SADDLE ST	0.22	1136	8
TUESDAY	SURREY WAY	OLD ARCHIBALD RANCH RD	S ARCADIAN SHORES RD	0.06	1139	8
TUESDAY	OLD ARCHIBALD RANCH RD	CUL-DA-SEC	SURREY WAY	0.66	1140	8
TUESDAY	E BLACK HORSE DR	S NORTH SHORE DR	S CLOVER WAY	0.36	1170	8
TUESDAY	S CLOVER WAY	E CHAPARRAL ST	E BLACK HORSE DR	0.11	1171	8
TUESDAY	E CHAPARRAL ST	BURNING TREE DR	S CLOVER WAY	0.41	1172	8
TUESDAY	ROCKY PL	CUL-DA-SEC	E CHAPARRAL ST	0.06	1173	8
TUESDAY	CENTURION WAY	E BLACK HORSE DR	E CHAPARRAL ST	0.11	1174	8
TUESDAY	BIG RANGE CT	CUL-DA-SEC	CENTURION WAY	0.06	1175	8
TUESDAY	S PEACHTREE PL	E CHAPARRAL ST	E BIG RANGE RD	0.05	1176	8
TUESDAY	E BIG RANGE RD	CUL-DA-SEC	OLD ARCHIBALD RANCH RD	0.19	1177	8
TUESDAY	S NORTH SHORE DR	CUL-DA-SEC	E BIG RANGE RD	0.09	1178	8
TUESDAY	GREY FOX LN	S DULISSE AVE	OLD ARCHIBALD RANCH RD	0.20	1194	8
TUESDAY	SCOUT CT	CUL-DA-SEC	GREY FOX LN	0.07	1195	8
TUESDAY	S DULISEE AVE	HOPKINS ST	WIING ST	0.16	1196	8
TUESDAY	WING ST	HYCHE AVE	S TURNER AVE	0.18	1197	8
TUESDAY	S GROWER AVE	HOPKINS ST	WING ST	0.16	1198	8
TUESDAY	S GREEN AVE	HOPKINS ST	WING ST	0.16	1199	8
TUESDAY	HYCHE AVE	HOPKINS ST	WING ST	0.17	1200	8
TUESDAY	HOPKINS ST	HYCHE AVE	S DULISSE AVE	0.15	1201	8

Zone #9

Contract Name: Ontario, CA Estimated Completion Time: 00:58 Minutes (1:13 hours Leaf Season)

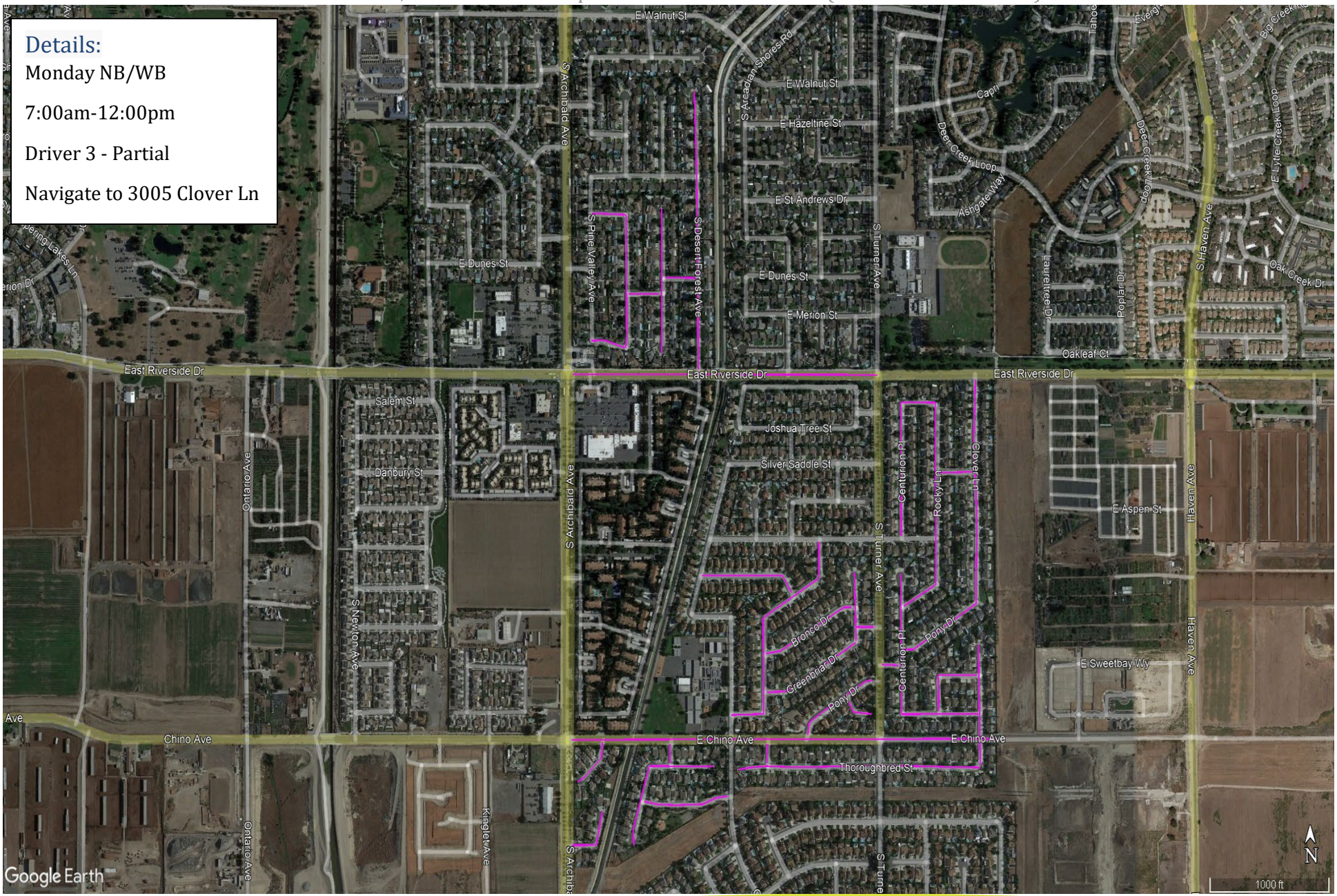
Details:

Monday NB/WB

7:00am-12:00pm

Driver 3 - Partial

Navigate to 3005 Clover Ln



Zone #9

Contract Name: Ontario, CA Estimated Completion Time: 00:58 Minutes (1:13 hours Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
Monday	S Desert Forest Ave	East Riverside Dr	North End	DRIVER 3	0.39	1091
Monday	E DUNES ST	S Archibald Ave	S PINE VALLEY AVE	DRIVER 3	0.03	1094
Monday	COTTONWOOD TRAIL	S Pine Valley Ave	S Cypress Point Dr	DRIVER 3	0.06	1095
Monday	S Cypress Point Dr	E OAKMONT ST	COTTONWOOD TRAIL	DRIVER 3	0.18	1096
Monday	E OAKMONT ST	S Pine Valley Ave	S Cypress Point Dr	DRIVER 3	0.05	1097
Monday	E Dunes St	S CYPRESS POINT DR	S CEDAR RIDGE PL	DRIVER 3	0.05	1098
Monday	S Cedar Ridge Pl	CUL-DA-SEC	CUL-DA-SEC	DRIVER 3	0.20	1099
Monday	E DUNES ST	S CEDAR RIDGE PL	S Desert Forest Ave	DRIVER 3	0.05	1100
Monday	East Riverside Dr	S Archibald Ave	S TURNER AVE	DRIVER 3	0.49	1101
Monday	LONGHORN ST	S ARCADIAN SHORES RD	S NORTH SHORE DR	DRIVER 3	0.16	1137
Monday	S NORTH SHORE DR	GOLDEN TRAILS ST	STALLION WAY	DRIVER 3	0.29	1138
Monday	STALLION WAY	OLD ARCHIBALD RANCH RD	S NORTH SHORE DR	DRIVER 3	0.05	1141
Monday	GREENBRIAR DR	S NORTH SHORE DR	S PLAINFIELD PL	DRIVER 3	0.16	1142
Monday	BRONCO DR	S NORTH SHORE DR	S PLAINFIELD PL	DRIVER 3	0.15	1143
Monday	S PLAINFIELD PL	GREENBRIAR DR	CUL-DA-SEC	DRIVER 3	0.09	1144
Monday	E COLT WAY	S PLAINFIELD PL	S TURNER AVE	DRIVER 3	0.03	1145
Monday	PONY DR	S TURNER AVE	CENTURION PL	DRIVER 3	0.03	1146
Monday	PONY DR	E CHINO AVE	CUL-DA-SEC	DRIVER 3	0.14	1147
Monday	STALLION WAY	PONY DR	CUL-DA-SEC	DRIVER 3	0.05	1148
Monday	CENTURION PL	STALLION ST	CUL-DA-SEC	DRIVER 3	0.19	1149
Monday	STALLION ST	CENTURION PL	CLOVER PL	DRIVER 3	0.12	1150
Monday	ROCKY WAY	STALLION ST	SWEETWATER DR	DRIVER 3	0.05	1151
Monday	SWEETWATER DR	ROCKY WAY	CLOVER PL	DRIVER 3	0.06	1152
Monday	CLOVER PL	THOROUGHBRED ST	CUL-DA-SEC	DRIVER 3	0.17	1153
Monday	PONY DR	CENTURION PL	CLOVER LN	DRIVER 3	0.14	1154
Monday	CLOVER LN	PONY DR	East Riverside Dr	DRIVER 3	0.31	1155
Monday	GREENBRIAR DR	CENTURION PL	ROCKY LN	DRIVER 3	0.06	1156
Monday	ROCKY LN	GREENBRIAR DR	JOSHUA TREE ST	DRIVER 3	0.25	1157
Monday	AUTUMN RIDGE RD	ROCKY LN	CLOVER LN	DRIVER 3	0.05	1158
Monday	JOSHUA TREE ST	ROCKY LN	CENTURION PL	DRIVER 3	0.05	1159
Monday	CENTURION PL	JOSHUA TREE ST	GOLDEN TRAILS ST	DRIVER 3	0.19	1160
Monday	E CHINO AVE	S Archibald Ave	120' E OF CLOVER PL	DRIVER 3	0.68	1161
Monday	THOROUGHBRED ST	CLOVER PL	CUL-DA-SEC	DRIVER 3	0.38	1162
Monday	N SHORE DR	E CHINO AVE	THOROUGHBRED ST	DRIVER 3	0.03	1163
Monday	S WRANGLER PL	E CHINO AVE	CUL-DA-SEC	DRIVER 3	0.07	1164
Monday	ARABIAN PL	S Archibald Ave	CUL-DA-SEC	DRIVER 3	0.08	1165
Monday	CLYDESDALE ST	OLD ARCHIBALD RANCH RD	S Arcadian Shores Rd	DRIVER 3	0.13	1166
Monday	S ARCADIAN SHORES RD	THOROUGHBRED ST	CUL-DA-SEC	DRIVER 3	0.11	1167
Monday	THOROUGHBRED ST	S ARCADIAN SHORES RD	CUL-DA-SEC	DRIVER 3	0.10	1168
Monday	BURNING TREE DR	E CHINO AVE	THOROUGHBRED ST	DRIVER 3	0.03	1169

Zone #9B

Contract Name: Ontario, CA Estimated Completion Time: 00:58 Minutes (1:13 hours Leaf Season)

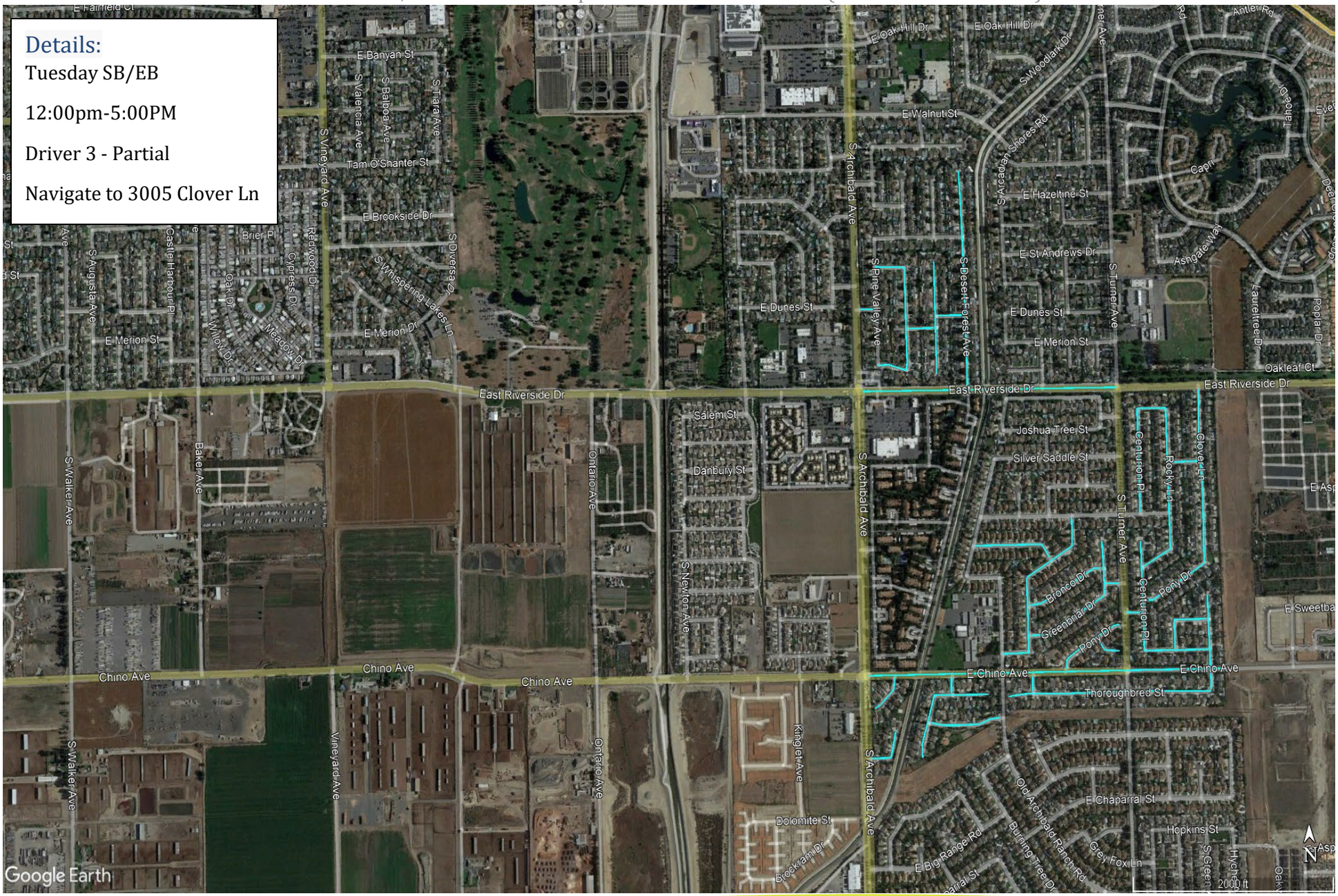
Details:

Tuesday SB/EB

12:00pm-5:00PM

Driver 3 - Partial

Navigate to 3005 Clover Ln



Zone #9B

Contract Name: Ontario, CA Estimated Completion Time: 00:58 Minutes (1:13 hours Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
TUESDAY	S Desert Forest Ave	North End	East Riverside Dr	0.39	1091	9
TUESDAY	E DUNES ST	S PINE VALLEY AVE	S Archibald Ave	0.03	1094	9
TUESDAY	COTTONWOOD TRAIL	S Cypress Point Dr	S Pine Valley Ave	0.06	1095	9
TUESDAY	S Cypress Point Dr	COTTONWOOD TRAIL	E OAKMONT ST	0.18	1096	9
TUESDAY	E OAKMONT ST	S Cypress Point Dr	S Pine Valley Ave	0.05	1097	9
TUESDAY	E Dunes St	S CEDAR RIDGE PL	S CYPRESS POINT DR	0.05	1098	9
TUESDAY	S Cedar Ridge Pl	CUL-DA-SEC	CUL-DA-SEC	0.20	1099	9
TUESDAY	E DUNES ST	S Desert Forest Ave	S CEDAR RIDGE PL	0.05	1100	9
TUESDAY	East Riverside Dr	S TURNER AVE	S Archibald Ave	0.49	1101	9
TUESDAY	LONGHORN ST	S NORTH SHORE DR	S ARCADIAN SHORES RD	0.16	1137	9
TUESDAY	S NORTH SHORE DR	STALLION WAY	GOLDEN TRAILS ST	0.29	1138	9
TUESDAY	STALLION WAY	S NORTH SHORE DR	OLD ARCHIBALD RANCH RD	0.05	1141	9
TUESDAY	GREENBRIAR DR	S PLAINFIELD PL	S NORTH SHORE DR	0.16	1142	9
TUESDAY	BRONCO DR	S PLAINFIELD PL	S NORTH SHORE DR	0.15	1143	9
TUESDAY	S PLAINFIELD PL	CUL-DA-SEC	GREENBRIAR DR	0.09	1144	9
TUESDAY	E COLT WAY	S TURNER AVE	S PLAINFIELD PL	0.03	1145	9
TUESDAY	PONY DR	CENTURION PL	S TURNER AVE	0.03	1146	9
TUESDAY	PONY DR	CUL-DA-SEC	E CHINO AVE	0.14	1147	9
TUESDAY	STALLION WAY	CUL-DA-SEC	PONY DR	0.05	1148	9
TUESDAY	CENTURION PL	CUL-DA-SEC	STALLION ST	0.19	1149	9
TUESDAY	STALLION ST	CLOVER PL	CENTURION PL	0.12	1150	9
TUESDAY	ROCKY WAY	SWEETWATER DR	STALLION ST	0.05	1151	9
TUESDAY	SWEETWATER DR	CLOVER PL	ROCKY WAY	0.06	1152	9
TUESDAY	CLOVER PL	CUL-DA-SEC	THOROUGHBRED ST	0.17	1153	9
TUESDAY	PONY DR	CLOVER LN	CENTURION PL	0.14	1154	9
TUESDAY	CLOVER LN	East Riverside Dr	PONY DR	0.31	1155	9
TUESDAY	GREENBRIAR DR	ROCKY LN	CENTURION PL	0.06	1156	9
TUESDAY	ROCKY LN	JOSHUA TREE ST	GREENBRIAR DR	0.25	1157	9
TUESDAY	AUTUMN RIDGE RD	CLOVER LN	ROCKY LN	0.05	1158	9
TUESDAY	JOSHUA TREE ST	CENTURION PL	ROCKY LN	0.05	1159	9
TUESDAY	CENTURION PL	GOLDEN TRAILS ST	JOSHUA TREE ST	0.19	1160	9
TUESDAY	E CHINO AVE	120' E OF CLOVER PL	S Archibald Ave	0.68	1161	9
TUESDAY	THOROUGHBRED ST	CUL-DA-SEC	CLOVER PL	0.38	1162	9
TUESDAY	N SHORE DR	THOROUGHBRED ST	E CHINO AVE	0.03	1163	9
TUESDAY	S WRANGLER PL	CUL-DA-SEC	E CHINO AVE	0.07	1164	9
TUESDAY	ARABIAN PL	CUL-DA-SEC	S Archibald Ave	0.08	1165	9
TUESDAY	CLYDESDALE ST	S Arcadian Shores Rd	OLD ARCHIBALD RANCH RD	0.13	1166	9
TUESDAY	S ARCADIAN SHORES RD	CUL-DA-SEC	THOROUGHBRED ST	0.11	1167	9
TUESDAY	THOROUGHBRED ST	CUL-DA-SEC	S ARCADIAN SHORES RD	0.10	1168	9
TUESDAY	BURNING TREE DR	THOROUGHBRED ST	E CHINO AVE	0.03	1169	9

Zone #10

Contract Name: Ontario, CA Estimated Completion Time: 01:01 Hours (1:16 hours Leaf Season)

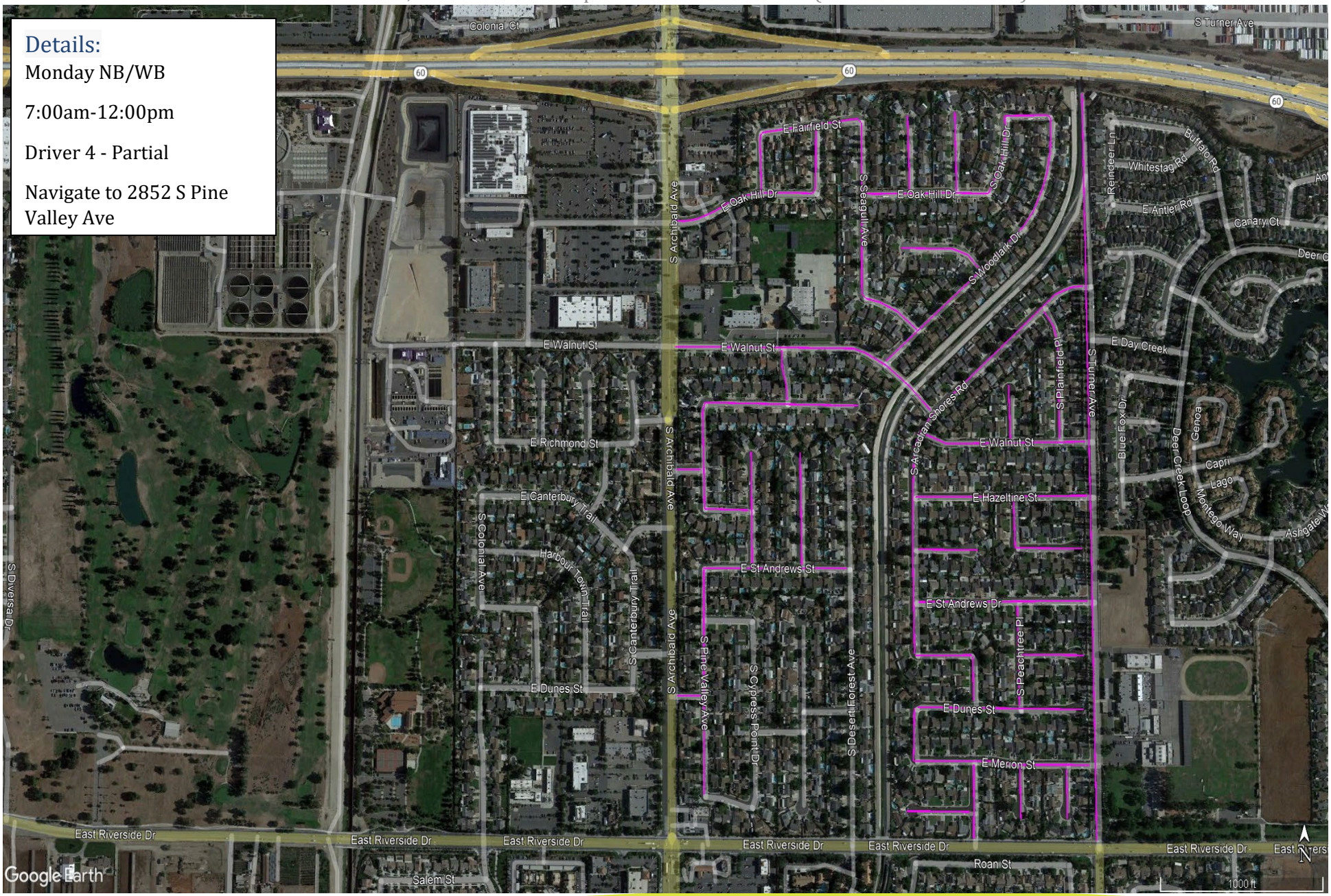
Details:

Monday NB/WB

7:00am-12:00pm

Driver 4 - Partial

Navigate to 2852 S Pine Valley Ave



District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
Monday	E Oak Hill Dr	S Archibald Ave	S Turnstone Ave	DRIVER 3	0.17	1070
Monday	S Pine Valley Ave	E Oak Hill Dr	E Fairfield St	DRIVER 3	0.06	1071
Monday	S Turnstone Ave	E Oak Hill Dr	E Fairfield St	DRIVER 3	0.06	1072
Monday	E Fairfield St	S Pine Valley Ave	S Seagull Ave	DRIVER 3	0.12	1073
Monday	S Seagull Ave	E Fairfield St	E Dunlin Way	DRIVER 3	0.18	1074
Monday	E Oak Hill Dr	S Seagull Ave	S Oak Hill Dr	DRIVER 3	0.15	1075
Monday	S N Shore Pl	E Oak Hill Dr	North End	DRIVER 3	0.08	1076
Monday	S Driftwood Pl	E Oak Hill Dr	North End	DRIVER 3	0.08	1077
Monday	S Oak Hill Dr	E Oak Hill Dr	E Fairfield St	DRIVER 3	0.08	1078
Monday	E Fairfield St	S Oak Hill Dr	S Woodlark Dr	DRIVER 3	0.06	1079
Monday	S Woodlark Dr	E Walnut St	E Fairfield St	DRIVER 3	0.34	1080
Monday	E Firecrest Ct	S Woodlark Dr	West End	DRIVER 3	0.10	1081
Monday	E Dunlin Way	S Woodlark Dr	S Seagull Ave	DRIVER 3	0.07	1082
Monday	E Walnut St	S Archibald Ave	S Arcadian Shores Rd	DRIVER 3	0.32	1083
Monday	S Turnstone Ave	E Walnut St	E Tam O Shanter Ct	DRIVER 3	0.05	1084
Monday	E Tam O Shanter Ct	S Pine Valley Ave	East End	DRIVER 3	0.18	1085
Monday	S Pine Valley Ave	E Tam O Shanter Ct	E Brookside St	DRIVER 3	0.11	1086
Monday	E Brookside St	S Pine Valley Ave	S Cypress Point Dr	DRIVER 3	0.05	1087
Monday	S Cypress Point Dr	E St Andrews Dr	North End	DRIVER 3	0.11	1088
Monday	S Cedar Ridge Pl	E St Andrews Dr	North End	DRIVER 3	0.11	1089
Monday	E St Andrews Dr	S Pine Valley Ave	S Desert Forest Ave	DRIVER 3	0.17	1090
Monday	E HAZELTINE ST	S ARCHIBALD AVE	S PINE VALLEY AVE	DRIVER 3	0.03	1092
Monday	S PINE VALLEY AVE	E ST ANDREWS ST	COTTONWOOD TRAIL	DRIVER 3	0.22	1093
Monday	S TURNER AVE	East Riverside Dr	DEAD END	DRIVER 3	0.76	1102
Monday	S ARCADIAN SHORES RD	S TURNER AVE	E COG HILL CT	DRIVER 3	0.47	1103
Monday	E Cog Hill Ct	S ARCADIAN SHORES RD	S NORTH SHORE DR	DRIVER 3	0.07	1104
Monday	S NORTH SHORE DR	E COG HILL CT	E DUNES ST	DRIVER 3	0.05	1105
Monday	E DUNES ST	S ARCADIAN SHORES RD	CUL-DA-SEC	DRIVER 3	0.19	1106
Monday	S ARCADIAN SHORES RD	E Dunes St	E MERION ST	DRIVER 3	0.05	1107
Monday	E MERION ST	S ARCADIAN SHORES RD	S TURNER AVE	DRIVER 3	0.20	1108
Monday	S NORTH SHORE DR	E MERION ST	East Riverside Dr	DRIVER 3	0.07	1109
Monday	E COTTONWOOD CT	S NORTH SHORE DR	CUL-DA-SEC	DRIVER 3	0.07	1110
Monday	S PEACHTREE PL	E MERION ST	CUL-DA-SEC	DRIVER 3	0.05	1111
Monday	S PLAINFIELD PL	E MERION ST	CUL-DA-SEC	DRIVER 3	0.05	1112
Monday	S PEACHTREE PL	E ST ANDREWS DR	E DUNES ST	DRIVER 3	0.10	1113
Monday	E Cog Hill Ct	S PEACHTREE PL	CUL-DA-SEC	DRIVER 3	0.07	1114
Monday	E ST ANDREWS DR	S ARCADIAN SHORES RD	S TURNER AVE	DRIVER 3	0.20	1115
Monday	E BROOKSIDE CT	S ARCADIAN SHORES RD	CUL-DA-SEC	DRIVER 3	0.07	1116
Monday	E BROOKSIDE CT	S PEACHTREE PL	CUL-DA-SEC	DRIVER 3	0.08	1117
Monday	S PEACHTREE PL	E HAZELTINE ST	E Brookside St	DRIVER 3	0.05	1118
Monday	E HAZELTINE ST	S ARCADIAN SHORES RD	S TURNER AVE	DRIVER 3	0.20	1119
Monday	E WALNUT ST	S ARCADIAN SHORES RD	S TURNER AVE	DRIVER 3	0.19	1120
Monday	S PEACHTREE PL	E Walnut St	CUL-DA-SEC	DRIVER 3	0.05	1121
Monday	S PLAINFIELD PL	S ARCADIAN SHORES RD	E Walnut St	DRIVER 3	0.13	1122

Zone #10B

Contract Name: Ontario, CA Estimated Completion Time: 01:01 Hours (1:16 hours Leaf Season)

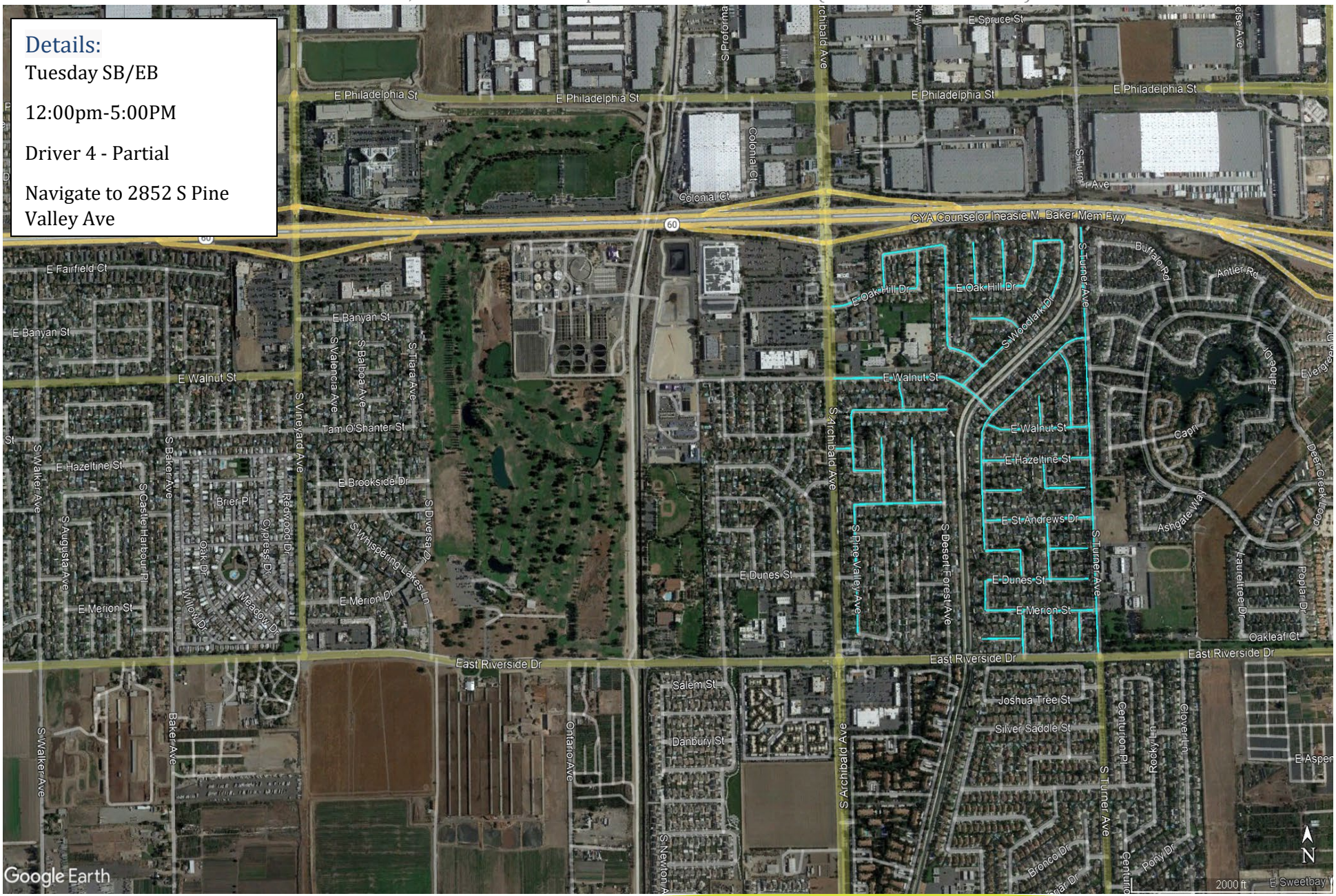
Details:

Tuesday SB/EB

12:00pm-5:00PM

Driver 4 - Partial

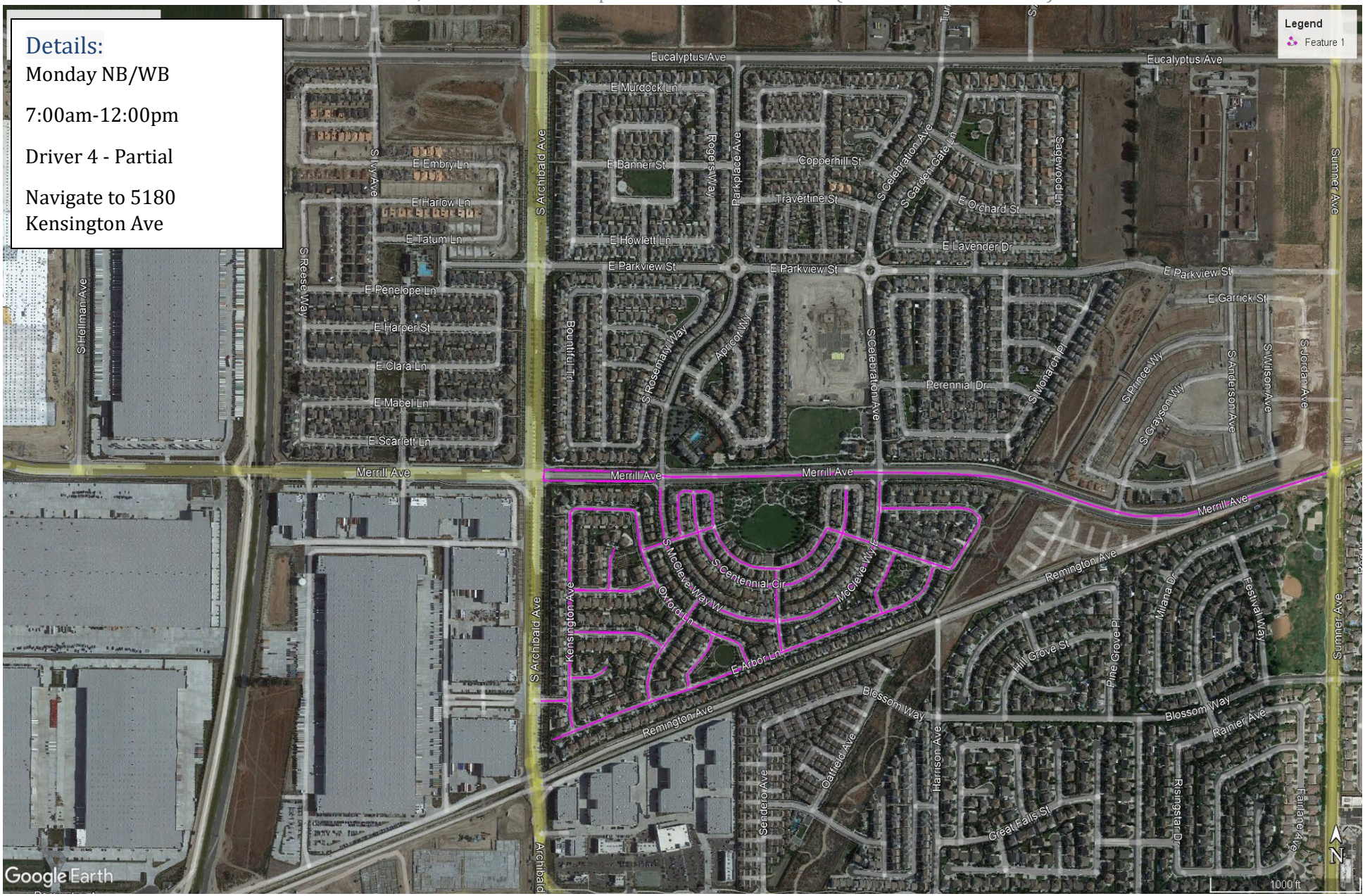
Navigate to 2852 S Pine Valley Ave



District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
TUESDAY	E Oak Hill Dr	S Turnstone Ave	S Archibald Ave	0.17	1070	10
TUESDAY	S Pine Valley Ave	E Fairfield St	E Oak Hill Dr	0.06	1071	10
TUESDAY	S Turnstone Ave	E Fairfield St	E Oak Hill Dr	0.06	1072	10
TUESDAY	E Fairfield St	S Seagull Ave	S Pine Valley Ave	0.12	1073	10
TUESDAY	S Seagull Ave	E Dunlin Way	E Fairfield St	0.18	1074	10
TUESDAY	E Oak Hill Dr	S Oak Hill Dr	S Seagull Ave	0.15	1075	10
TUESDAY	S N Shore Pl	North End	E Oak Hill Dr	0.08	1076	10
TUESDAY	S Driftwood Pl	North End	E Oak Hill Dr	0.08	1077	10
TUESDAY	S Oak Hill Dr	E Fairfield St	E Oak Hill Dr	0.08	1078	10
TUESDAY	E Fairfield St	S Woodlark Dr	S Oak Hill Dr	0.06	1079	10
TUESDAY	S Woodlark Dr	E Fairfield St	E Walnut St	0.34	1080	10
TUESDAY	E Firecrest Ct	West End	S Woodlark Dr	0.10	1081	10
TUESDAY	E Dunlin Way	S Seagull Ave	S Woodlark Dr	0.07	1082	10
TUESDAY	E Walnut St	S Arcadian Shores Rd	S Archibald Ave	0.32	1083	10
TUESDAY	S Turnstone Ave	E Tam O Shanter Ct	E Walnut St	0.05	1084	10
TUESDAY	E Tam O Shanter Ct	East End	S Pine Valley Ave	0.18	1085	10
TUESDAY	S Pine Valley Ave	E Brookside St	E Tam O Shanter Ct	0.11	1086	10
TUESDAY	E Brookside St	S Cypress Point Dr	S Pine Valley Ave	0.05	1087	10
TUESDAY	S Cypress Point Dr	North End	E St Andrews Dr	0.11	1088	10
TUESDAY	S Cedar Ridge Pl	North End	E St Andrews Dr	0.11	1089	10
TUESDAY	E St Andrews Dr	S Desert Forest Ave	S Pine Valley Ave	0.17	1090	10
TUESDAY	E HAZELTINE ST	S PINE VALLEY AVE	S ARCHIBALD AVE	0.03	1092	10
TUESDAY	S PINE VALLEY AVE	COTTONWOOD TRAIL	E ST ANDREWS ST	0.22	1093	10
TUESDAY	S TURNER AVE	DEAD END	East Riverside Dr	0.76	1102	10
TUESDAY	S ARCADIAN SHORES RD	E COG HILL CT	S TURNER AVE	0.47	1103	10
TUESDAY	E Cog Hill Ct	S NORTH SHORE DR	S ARCADIAN SHORES RD	0.07	1104	10
TUESDAY	S NORTH SHORE DR	E DUNES ST	E COG HILL CT	0.05	1105	10
TUESDAY	E DUNES ST	CUL-DA-SEC	S ARCADIAN SHORES RD	0.19	1106	10
TUESDAY	S ARCADIAN SHORES RD	E MERION ST	E Dunes St	0.05	1107	10
TUESDAY	E MERION ST	S TURNER AVE	S ARCADIAN SHORES RD	0.20	1108	10
TUESDAY	S NORTH SHORE DR	East Riverside Dr	E MERION ST	0.07	1109	10
TUESDAY	E COTTONWOOD CT	CUL-DA-SEC	S NORTH SHORE DR	0.07	1110	10
TUESDAY	S PEACHTREE PL	CUL-DA-SEC	E MERION ST	0.05	1111	10
TUESDAY	S PLAINFIELD PL	CUL-DA-SEC	E MERION ST	0.05	1112	10
TUESDAY	S PEACHTREE PL	E DUNES ST	E ST ANDREWS DR	0.10	1113	10
TUESDAY	E Cog Hill Ct	CUL-DA-SEC	S PEACHTREE PL	0.07	1114	10
TUESDAY	E ST ANDREWS DR	S TURNER AVE	S ARCADIAN SHORES RD	0.20	1115	10
TUESDAY	E BROOKSIDE CT	CUL-DA-SEC	S ARCADIAN SHORES RD	0.07	1116	10
TUESDAY	E BROOKSIDE CT	CUL-DA-SEC	S PEACHTREE PL	0.08	1117	10
TUESDAY	S PEACHTREE PL	E Brookside St	E HAZELTINE ST	0.05	1118	10
TUESDAY	E HAZELTINE ST	S TURNER AVE	S ARCADIAN SHORES RD	0.20	1119	10
TUESDAY	E WALNUT ST	S TURNER AVE	S ARCADIAN SHORES RD	0.19	1120	10
TUESDAY	S PEACHTREE PL	CUL-DA-SEC	E Walnut St	0.05	1121	10
TUESDAY	S PLAINFIELD PL	E Walnut St	S ARCADIAN SHORES RD	0.13	1122	10

Zone #11

Contract Name: Ontario, CA Estimated Completion Time: 01:03 Hours (1:19 hours Leaf Season)



Zone #11

Contract Name: Ontario, CA Estimated Completion Time: 01:03 Hours (1:19 hours Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
Monday	MERRIL AVE	S Archibald Ave	SUMNER AVE	DRIVER 4	1.16	1366
Monday	VICTORIA ST	S Archibald Ave	KENSINGTON AVE	DRIVER 4	0.03	1367
Monday	KENSINGTON AVE	WICKFORD ST	E ARBOR LN	DRIVER 4	0.26	1368
Monday	CROWN CT	KENSINGTON AVE	CUL-DA-SEC	DRIVER 4	0.05	1369
Monday	E ARBOR L	DISCOVERY ST	CUL-DA-SEC	DRIVER 4	0.53	1370
Monday	DEVONSHIRE LN	KENSINGTON AVE	SALISBURY WAY	DRIVER 4	0.12	1371
Monday	ROSE PETAL WAY	KENSINGTON AVE	OXFORD LN	DRIVER 4	0.10	1372
Monday	PRIMROSE PL	ROSE PETAL WAY	CUL-DA-SEC	DRIVER 4	0.05	1373
Monday	WICKFORD ST	KENSINGTON AVE	OXFORD LN	DRIVER 4	0.09	1374
Monday	OXFORD LN	WICKFORD ST	E ARBOR LN	DRIVER 4	0.25	1375
Monday	SALISBURY WAY	E ARBOR LN	S MCCLEVE WAY W	DRIVER 4	0.14	1376
Monday	COTTAGE GARDEN WAY	E ARBOR LN	OXFORD LN	DRIVER 4	0.07	1377
Monday	S MCCLEVE WAY W	VICTORY LN	MERRILL AVE	DRIVER 4	0.25	1378
Monday	S MCCLEVE WAY E	VICTORY LN	MERRILL AVE	DRIVER 4	0.23	1379
Monday	VICTORY LN	S HERITAGE PASEO	E ARBOR LN	DRIVER 4	0.10	1380
Monday	S SECRET GARDEN LN	DISCOVERY ST	E ARBOR LN	DRIVER 4	0.08	1381
Monday	DISCOVERY ST	S HERITAGE PASEO	S ALBRIGHT LN	DRIVER 4	0.16	1382
Monday	S ALBRIGHT LN	DISCOVERY ST	E CHIP SMITH WAY	DRIVER 4	0.07	1383
Monday	E CHIP SMITH WAY	S ALBRIGHT LN	S MCCLEVE WAY E	DRIVER 4	0.13	1384
Monday	HAMILTON ST	OXFORD LN	S HERITAGE PASEO	DRIVER 4	0.09	1385
Monday	S CENTENNIAL CIR	HAMILTON ST	S CENTENNIAL CIR	DRIVER 4	0.07	1386
Monday	HAMILTON ST	S CENTENNIAL CIR	HAMILTON ST	DRIVER 4	0.06	1387
Monday	S CENTENNIAL CIR	HAMILTON ST	S HERITAGE PASEO	DRIVER 4	0.34	1388
Monday	S HERITAGE PASEO	HAMILTON ST	DISCOVERY ST	DRIVER 4	0.18	1389

Zone #11B

Contract Name: Ontario, CA Estimated Completion Time: 01:03 Hours (1:19 hours Leaf Season)

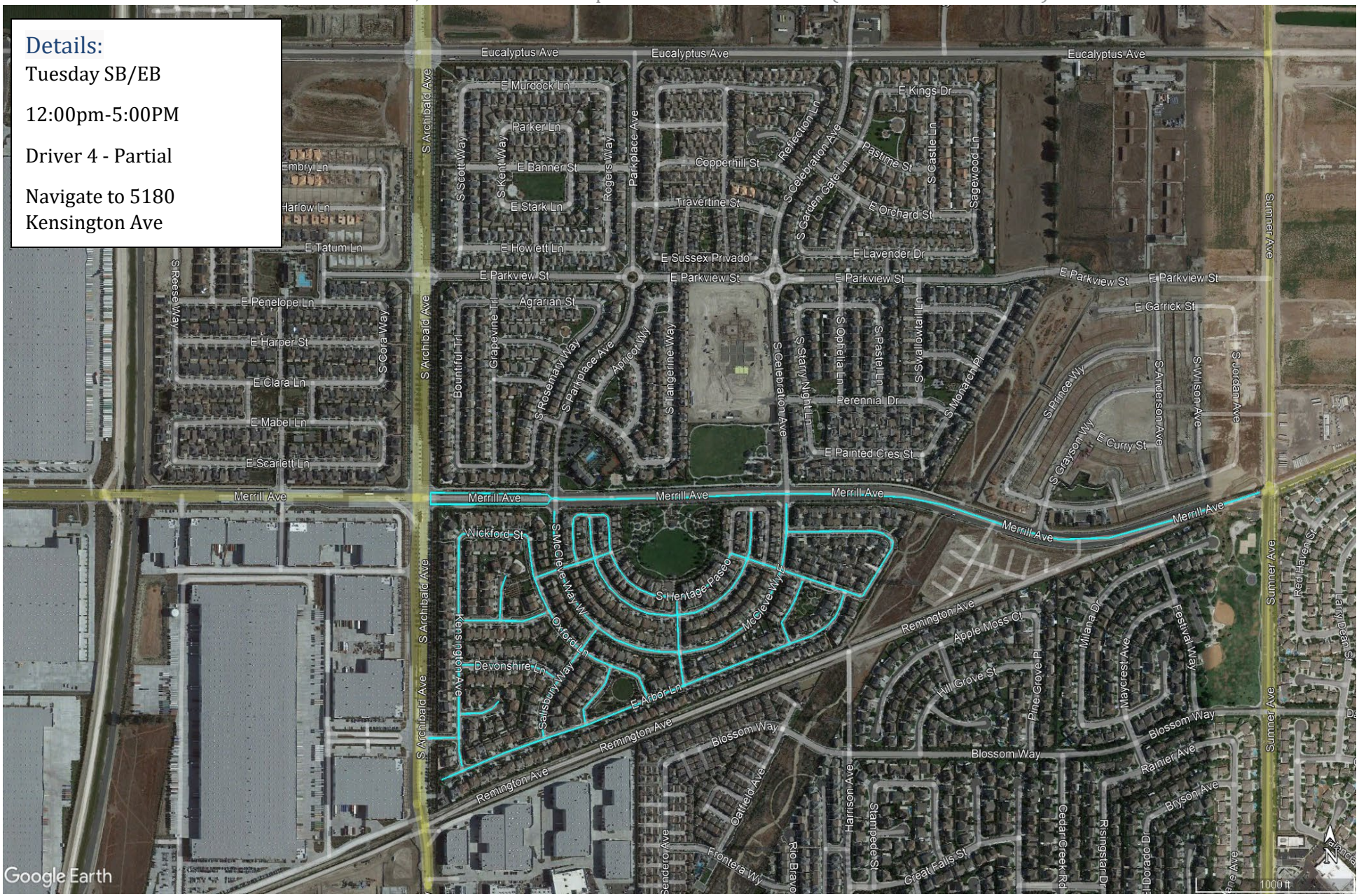
Details:

Tuesday SB/EB

12:00pm-5:00PM

Driver 4 - Partial

Navigate to 5180 Kensington Ave



District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
TUESDAY	MERRIL AVE	SUMNER AVE	S Archibald Ave	1.16	1366	11
TUESDAY	VICTORIA ST	KENSINGTON AVE	S Archibald Ave	0.03	1367	11
TUESDAY	KENSINGTON AVE	E ARBOR LN	WICKFORD ST	0.26	1368	11
TUESDAY	CROWN CT	CUL-DA-SEC	KENSINGTON AVE	0.05	1369	11
TUESDAY	E ARBOR L	CUL-DA-SEC	DISCOVERY ST	0.53	1370	11
TUESDAY	DEVONSHIRE LN	SALISBURY WAY	KENSINGTON AVE	0.12	1371	11
TUESDAY	ROSE PETAL WAY	OXFORD LN	KENSINGTON AVE	0.10	1372	11
TUESDAY	PRIMROSE PL	CUL-DA-SEC	ROSE PETAL WAY	0.05	1373	11
TUESDAY	WICKFORD ST	OXFORD LN	KENSINGTON AVE	0.09	1374	11
TUESDAY	OXFORD LN	E ARBOR LN	WICKFORD ST	0.25	1375	11
TUESDAY	SALISBURY WAY	S MCCLEVE WAY W	E ARBOR LN	0.14	1376	11
TUESDAY	COTTAGE GARDEN WAY	OXFORD LN	E ARBOR LN	0.07	1377	11
TUESDAY	S MCCLEVE WAY W	MERRILL AVE	VICTORY LN	0.25	1378	11
TUESDAY	S MCCLEVE WAY E	MERRILL AVE	VICTORY LN	0.23	1379	11
TUESDAY	VICTORY LN	E ARBOR LN	S HERITAGE PASEO	0.10	1380	11
TUESDAY	S SECRET GARDEN LN	E ARBOR LN	DISCOVERY ST	0.08	1381	11
TUESDAY	DISCOVERY ST	S ALBRIGHT LN	S HERITAGE PASEO	0.16	1382	11
TUESDAY	S ALBRIGHT LN	E CHIP SMITH WAY	DISCOVERY ST	0.07	1383	11
TUESDAY	E CHIP SMITH WAY	S MCCLEVE WAY E	S ALBRIGHT LN	0.13	1384	11
TUESDAY	HAMILTON ST	S HERITAGE PASEO	OXFORD LN	0.09	1385	11
TUESDAY	S CENTENNIAL CIR	S CENTENNIAL CIR	HAMILTON ST	0.07	1386	11
TUESDAY	HAMILTON ST	HAMILTON ST	S CENTENNIAL CIR	0.06	1387	11
TUESDAY	S CENTENNIAL CIR	S HERITAGE PASEO	HAMILTON ST	0.34	1388	11
TUESDAY	S HERITAGE PASEO	DISCOVERY ST	HAMILTON ST	0.18	1389	11

Zone #12

Contract Name: Ontario, CA Estimated Completion Time: 00:59 Minutes (1:14 hours Leaf Season)

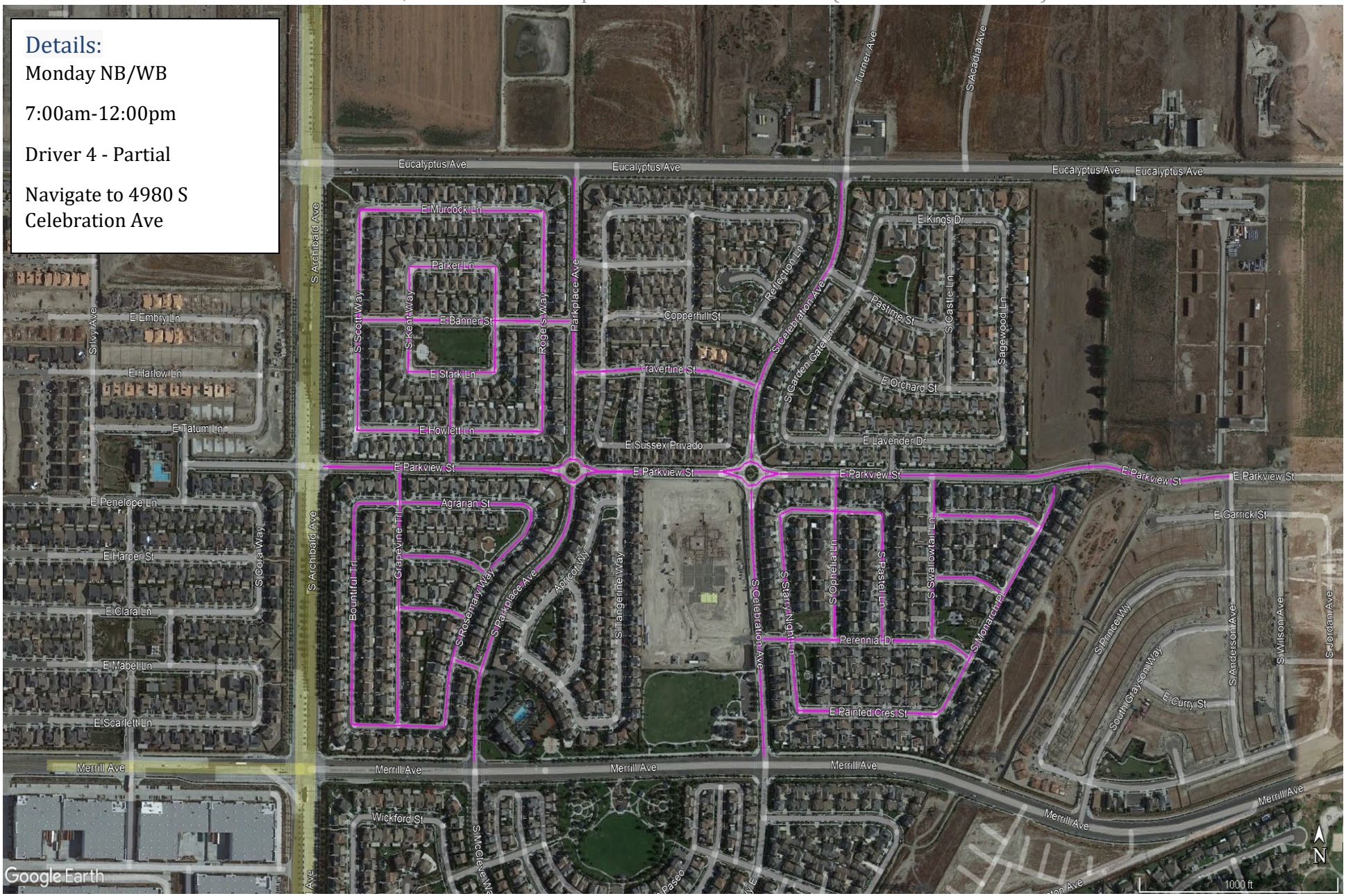
Details:

Monday NB/WB

7:00am-12:00pm

Driver 4 - Partial

Navigate to 4980 S Celebration Ave



District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
Monday	E PARKVIEW ST	S Archibald Ave	PARKPLACE AVE	DRIVER 4	0.33	1363
Monday	E PARKVIEW ST	PARKPLACE AVE	S CELEBRATION AVE	DRIVER 4	0.23	1364
Monday	E PARKVIEW ST	S CELEBRATION AVE	S ANDERSON AVE	DRIVER 4	0.43	1365
Monday	S PARKPLACE AVE	MERRILL AVE	E PARKVIEW ST	DRIVER 4	0.26	1390
Monday	HARVEST PARK ST	S PARKPLACE AVE	S ROSEMARY WAY	DRIVER 4	0.02	1391
Monday	S ROSEMARY WAY	AGRARIAN ST	E THOMPSON ST	DRIVER 4	0.21	1392
Monday	AGRARIAN ST	S ROSEMARY WAY	BOUNTIFUL TRAIL	DRIVER 4	0.12	1393
Monday	GRAPEVINE TRAIL	E PARKVIEW ST	E THOMPSON ST	DRIVER 4	0.21	1394
Monday	E THOMPSON ST	S ROSEMARY WAY	BOUNTIFUL TRAIL	DRIVER 4	0.09	1395
Monday	MILLSTONE LN	GRAPEVINE TRAIL	S ROSEMARY WAY	DRIVER 4	0.06	1396
Monday	E RASPBERRY LN	GRAPEVINE TRAIL	S ROSEMARY WAY	DRIVER 4	0.08	1397
Monday	BOUNTIFUL TRAIL	GRAPEVINE TRAIL	E THOMPSON ST	DRIVER 4	0.22	1398
Monday	PARKPLACE AVE	E PARKVIEW ST	EUCALYPTUS AVE	DRIVER 4	0.23	1399
Monday	E BANNER ST	PARKPLACE AVE	S SCOTT WAY	DRIVER 4	0.20	1400
Monday	WAYNE AVE	E STARK LN	E PARKVIEW ST	DRIVER 4	0.07	1401
Monday	E HOWLETT LN	ROGERS WAY	S SCOTT WAY	DRIVER 4	0.18	1402
Monday	S SCOTT WAY	E MURDOCK LN	E HOWLETT LN	DRIVER 4	0.18	1403
Monday	E MURDOCK LN	S SCOTT WAY	ROGERS WAY	DRIVER 4	0.17	1404
Monday	ROGERS WAY	E MURDOCK LN	E HOWLETT LN	DRIVER 4	0.18	1405
Monday	E STARK LN	S KENT WAY	S DIANA WAY	DRIVER 4	0.08	1406
Monday	S KENT WAY	PARKER LN	E STARK LN	DRIVER 4	0.09	1407
Monday	PARKER LN	S KENT WAY	S DIANA WAY	DRIVER 4	0.08	1408
Monday	S DIANA WAY	PARKER LN	E STARK LN	DRIVER 4	0.09	1409
Monday	S CELEBRATION AVE	E PARKVIEW ST	MERRILL AVE	DRIVER 4	0.22	1410
Monday	S CELEBRATION AVE	E PARKVIEW ST	EUCALYPTUS AVE	DRIVER 4	0.25	1411
Monday	TRAVERTINE ST	PARKPLACE AVE	S CELEBRATION AVE	DRIVER 4	0.17	1412
Monday	COPPERHILL ST	TRAVERTINE ST	SILVER SKY DR	DRIVER 4	0.16	1419
Monday	PERENNIAL DR	S CELEBRATION AVE	S MONARCH PL	DRIVER 4	0.20	1424
Monday	S STARRY NIGHT LN	E MASTERPIECE ST	E PAINTED CRES ST	DRIVER 4	0.16	1425
Monday	E PAINTED CRES ST	S STARRY NIGHT LN	S MONARCH PL	DRIVER 4	0.13	1426
Monday	S MONARCH PL	E PAINTED CRES ST	CUL-DA-SEC	DRIVER 4	0.22	1427
Monday	E CATERPILLAR LN	S SWALLOWTAIL LN	S MONARCH PL	DRIVER 4	0.06	1428
Monday	E BUTTERFLY LN	S SWALLOWTAIL LN	S MONARCH PL	DRIVER 4	0.10	1429
Monday	S SWALLOWTAIL LN	E PARKVIEW ST	PERENNIAL DR	DRIVER 4	0.13	1430
Monday	S PASTEL LN	E MASTERPIECE ST	PERENNIAL DR	DRIVER 4	0.10	1431
Monday	S OPHELIA LN	E PARKVIEW ST	PERENNIAL DR	DRIVER 4	0.13	1432
Monday	E MASTERPIECE ST	S STARRY NIGHT LN	S PASTEL LN	DRIVER 4	0.10	1433

Zone #12B

Contract Name: Ontario, CA Estimated Completion Time: 00:59 Minutes (1:14 hours Leaf Season)

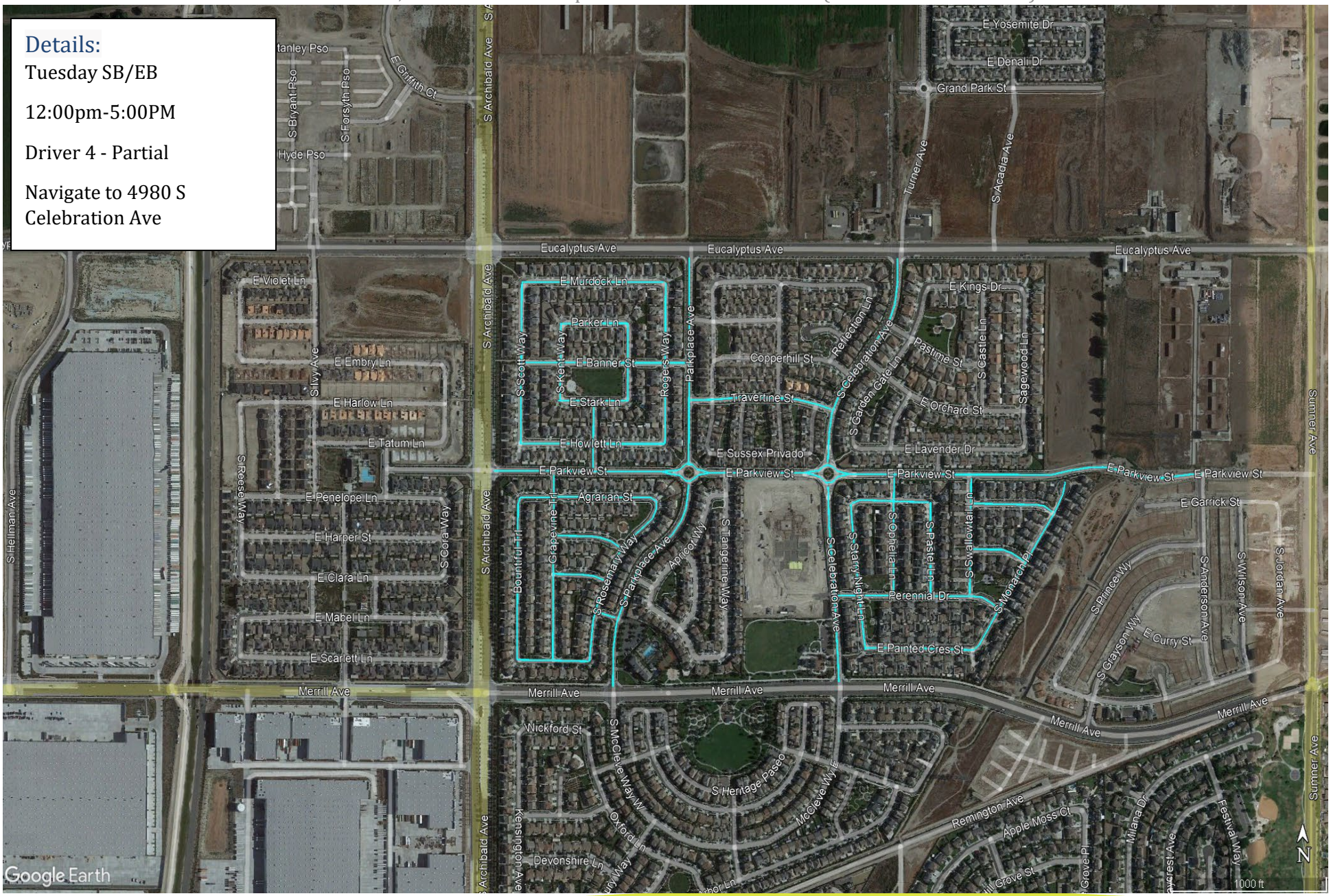
Details:

Tuesday SB/EB

12:00pm-5:00PM

Driver 4 - Partial

Navigate to 4980 S Celebration Ave



Zone #12B

Contract Name: Ontario, CA Estimated Completion Time: 00:59 Minutes (1:14 hours Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
TUESDAY	E PARKVIEW ST	PARKPLACE AVE	S Archibald Ave	0.33	1363	12
TUESDAY	E PARKVIEW ST	S CELEBRATION AVE	PARKPLACE AVE	0.23	1364	12
TUESDAY	E PARKVIEW ST	S ANDERSON AVE	S CELEBRATION AVE	0.43	1365	12
TUESDAY	S PARKPLACE AVE	E PARKVIEW ST	MERRILL AVE	0.26	1390	12
TUESDAY	HARVEST PARK ST	S ROSEMARY WAY	S PARKPLACE AVE	0.02	1391	12
TUESDAY	S ROSEMARY WAY	E THOMPSON ST	AGRARIAN ST	0.21	1392	12
TUESDAY	AGRARIAN ST	BOUNTIFUL TRAIL	S ROSEMARY WAY	0.12	1393	12
TUESDAY	GRAPEVINE TRAIL	E THOMPSON ST	E PARKVIEW ST	0.21	1394	12
TUESDAY	E THOMPSON ST	BOUNTIFUL TRAIL	S ROSEMARY WAY	0.09	1395	12
TUESDAY	MILLSTONE LN	S ROSEMARY WAY	GRAPEVINE TRAIL	0.06	1396	12
TUESDAY	E RASPBERRY LN	S ROSEMARY WAY	GRAPEVINE TRAIL	0.08	1397	12
TUESDAY	BOUNTIFUL TRAIL	E THOMPSON ST	GRAPEVINE TRAIL	0.22	1398	12
TUESDAY	PARKPLACE AVE	EUCALYPTUS AVE	E PARKVIEW ST	0.23	1399	12
TUESDAY	E BANNER ST	S SCOTT WAY	PARKPLACE AVE	0.20	1400	12
TUESDAY	WAYNE AVE	E PARKVIEW ST	E STARK LN	0.07	1401	12
TUESDAY	E HOWLETT LN	S SCOTT WAY	ROGERS WAY	0.18	1402	12
TUESDAY	S SCOTT WAY	E HOWLETT LN	E MURDOCK LN	0.18	1403	12
TUESDAY	E MURDOCK LN	ROGERS WAY	S SCOTT WAY	0.17	1404	12
TUESDAY	ROGERS WAY	E HOWLETT LN	E MURDOCK LN	0.18	1405	12
TUESDAY	E STARK LN	S DIANA WAY	S KENT WAY	0.08	1406	12
TUESDAY	S KENT WAY	E STARK LN	PARKER LN	0.09	1407	12
TUESDAY	PARKER LN	S DIANA WAY	S KENT WAY	0.08	1408	12
TUESDAY	S DIANA WAY	E STARK LN	PARKER LN	0.09	1409	12
TUESDAY	S CELEBRATION AVE	MERRILL AVE	E PARKVIEW ST	0.22	1410	12
TUESDAY	S CELEBRATION AVE	EUCALYPTUS AVE	E PARKVIEW ST	0.25	1411	12
TUESDAY	TRAVERTINE ST	S CELEBRATION AVE	PARKPLACE AVE	0.17	1412	12
TUESDAY	COPPERHILL ST	SILVER SKY DR	TRAVERTINE ST	0.16	1419	12
TUESDAY	PERENNIAL DR	S MONARCH PL	S CELEBRATION AVE	0.20	1424	12
TUESDAY	S STARRY NIGHT LN	E PAINTED CRES ST	E MASTERPIECE ST	0.16	1425	12
TUESDAY	E PAINTED CRES ST	S MONARCH PL	S STARRY NIGHT LN	0.13	1426	12
TUESDAY	S MONARCH PL	CUL-DA-SEC	E PAINTED CRES ST	0.22	1427	12
TUESDAY	E CATERPILLAR LN	S MONARCH PL	S SWALLOWTAIL LN	0.06	1428	12
TUESDAY	E BUTTERFLY LN	S MONARCH PL	S SWALLOWTAIL LN	0.10	1429	12
TUESDAY	S SWALLOWTAIL LN	PERENNIAL DR	E PARKVIEW ST	0.13	1430	12
TUESDAY	S PASTEL LN	PERENNIAL DR	E MASTERPIECE ST	0.10	1431	12
TUESDAY	S OPHELIA LN	PERENNIAL DR	E PARKVIEW ST	0.13	1432	12
TUESDAY	E MASTERPIECE ST	S PASTEL LN	S STARRY NIGHT LN	0.10	1433	12

Zone #13

Contract Name: Ontario, CA Estimated Completion Time: 00:59 Minutes (1:13 hours Leaf Season)

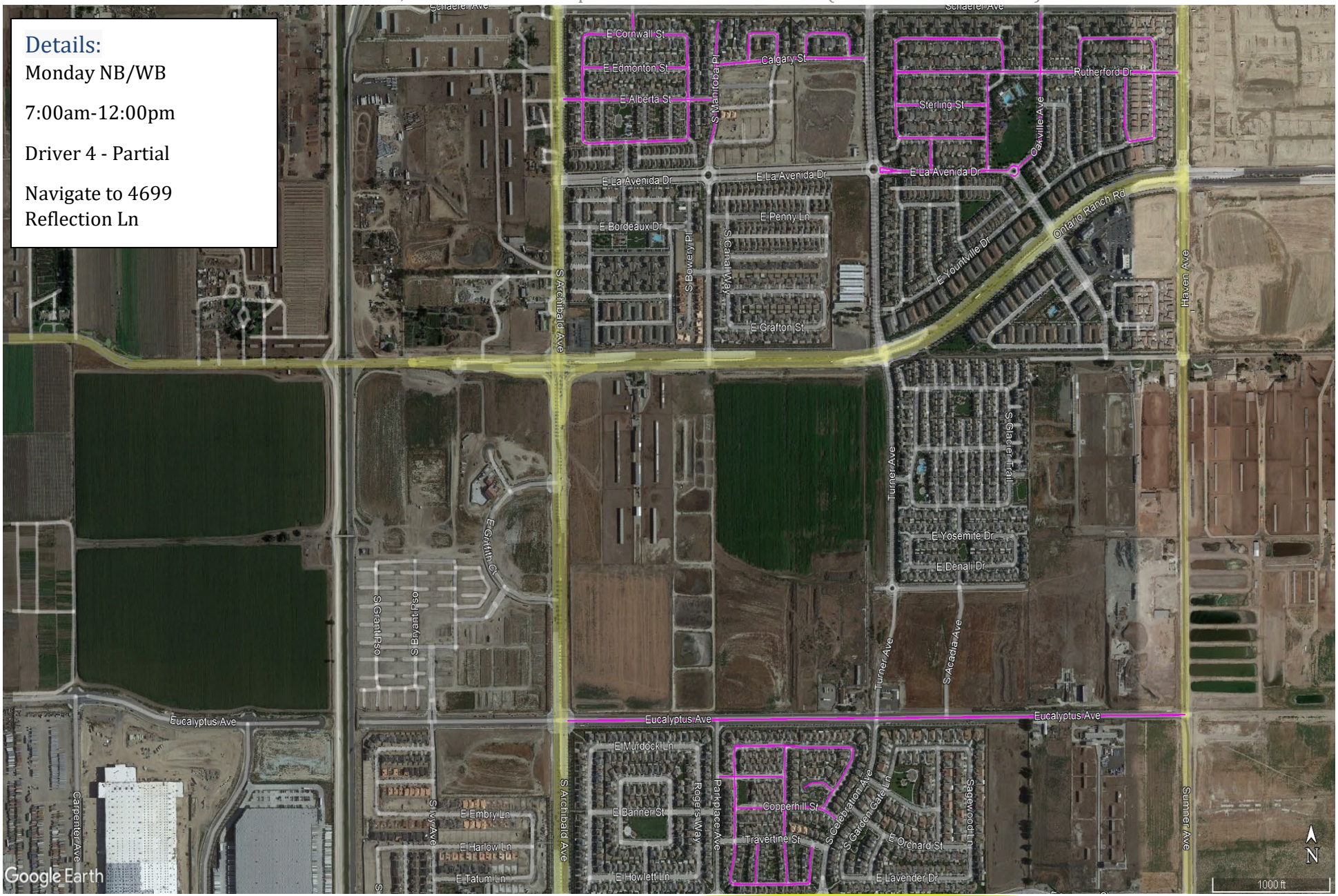
Details:

Monday NB/WB

7:00am-12:00pm

Driver 4 - Partial

Navigate to 4699 Reflection Ln



District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
Monday	E ALBERTA ST	S Archibald Ave	S MANITOBA PL	DRIVER 4	0.24	1327
Monday	S DRYDEN AVE	E CORNWALL ST	E SARINA ST	DRIVER 4	0.15	1328
Monday	E SARNIA ST	S DRYDEN AVE	TORONTO PASEO	DRIVER 4	0.07	1329
Monday	TORONTO PASEO	E SARNIA ST	S KINGSTON AVE	DRIVER 4	0.15	1330
Monday	S KINGSTON AVE	E CORNWALL ST	TORONTO PASEO	DRIVER 4	0.08	1331
Monday	E CORNWALL ST	S DRYDEN AVE	S KINGSTON AVE	DRIVER 4	0.17	1332
Monday	E EDMONTON ST	S DRYDEN AVE	S KINGSTON AVE	DRIVER 4	0.16	1333
Monday	S BURLINGTON AVE	SCHAEFER AVE	E CORNWALL ST	DRIVER 4	0.03	1334
Monday	S MANITOBA PL	S HALTON PASEO	CUL-DA-SEC	DRIVER 4	0.17	1335
Monday	CALGARY ST	S MANITOBA PL	S TURNER AVE	DRIVER 4	0.24	1336
Monday	S WINNIEPEG AVE	CALGARY ST	E NIAGRA ST	DRIVER 4	0.04	1337
Monday	E NIAGRA ST	S WINNIEPEG AVE	S WELLAND AVE	DRIVER 4	0.05	1338
Monday	S WELLAND AVE	E NIAGRA ST	CALGARY ST	DRIVER 4	0.03	1339
Monday	E OAK KNOLL LOOP	CALGARY ST	CALGARY ST	DRIVER 4	0.12	1340
Monday	OAKVILLE AVE	SCHAEFER AVE	E LA AVENIDA DR	DRIVER 4	0.25	1341
Monday	E LA AVENIDA DR	OAKVILLE AVE	S TURNER AVE	DRIVER 4	0.26	1342
Monday	S ALEXANDER AVE	E LA AVENIDA DR	RUTHERFORD DR	DRIVER 4	0.13	1343
Monday	E ARTESSA WAY	S ALEXANDER AVE	S SILVER OAK WAY	DRIVER 4	0.14	1344
Monday	HEALDSBURG DR	E ARTESSA WAY	E LA AVENIDA DR	DRIVER 4	0.04	1345
Monday	S SILVER OAK WAY	MAYACAMA WAY	E ARTESSA WAY	DRIVER 4	0.13	1346
Monday	STERLING ST	S SILVER OAK WAY	S ALEXANDER AVE	DRIVER 4	0.14	1347
Monday	MAYACAMA WAY	S SILVER OAK WAY	RUTHERFORD DR	DRIVER 4	0.21	1348
Monday	RUTHERFORD DR	S SILVER OAK WAY	HAVEN AVE	DRIVER 4	0.45	1349
Monday	PINE RIDGE LOOP	RUTHERFOD DR	RUTHERFORD DR	DRIVER 4	0.20	1350
Monday	MERRYVALE WAY	RUTHERFOD DR	SANTA CLARA LN	DRIVER 4	0.09	1351
Monday	SANTA CLARA LN	MERRYVALE WAY	MONDAVI WAY	DRIVER 4	0.04	1352
Monday	MONDAVI WAY	RUTHERFOD DR	SANTA CLARA LN	DRIVER 4	0.09	1353
Monday	EUCALYPTUS AVE	S Archibald Ave	SUMNER AVE	DRIVER 4	0.99	1361
Monday	S BANTAM PASEO	TRAVERTINE ST	E SUSSEX PRIVADO	DRIVER 4	0.05	1413
Monday	E SUSSEX PRIVADO	S BANTAM PASEO	JAVA PASEO S	DRIVER 4	0.12	1414
Monday	S BRESSE PASEO	TRAVERTINE ST	E SUSSEX PRIVADO	DRIVER 4	0.06	1415
Monday	JAVA PASEO S	TRAVERTINE ST	E SUSSEX PRIVADO	DRIVER 4	0.06	1416
Monday	COPPERHILL ST	S CELEBRATION AVE	COPPERHILL ST	DRIVER 4	0.13	1417
Monday	S FLAGSTONE AVE	E SUSSEX PRIVADO	SILVER SKY DR	DRIVER 4	0.19	1418
Monday	SUNSTONE ST	PARKPLACE AVE	S FLAGSTONE AVE	DRIVER 4	0.10	1420
Monday	SILVER SKY DR	COPPERHILL ST	REFLECTION LN	DRIVER 4	0.19	1421
Monday	REFLECTION LN	COPPERHILL ST	SILVER SKY DR	DRIVER 4	0.10	1422
Monday	E ECHO CT	REFLECTION LN	CUL-DA-SEC	DRIVER 4	0.05	1423

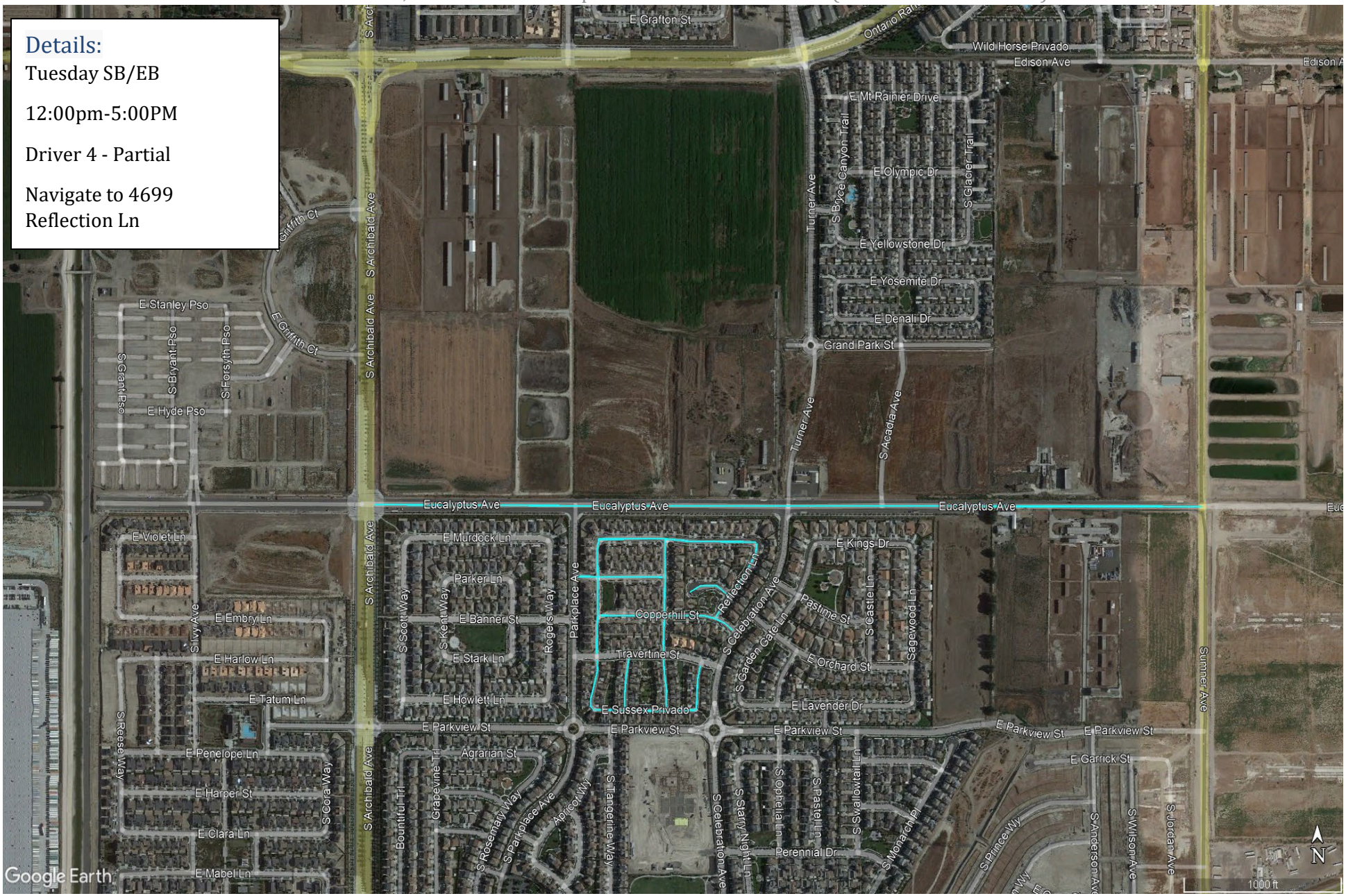
Details:

Tuesday SB/EB

12:00pm-5:00PM

Driver 4 - Partial

Navigate to 4699 Reflection Ln



Zone #13B

Contract Name: Ontario, CA Estimated Completion Time: 00:59 Minutes (1:13 hours Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
TUESDAY	E ALBERTA ST	S MANITOBA PL	S Archibald Ave	0.24	1327	13
TUESDAY	S DRYDEN AVE	E SARINA ST	E CORNWALL ST	0.15	1328	13
TUESDAY	E SARNIA ST	TORONTO PASEO	S DRYDEN AVE	0.07	1329	13
TUESDAY	TORONTO PASEO	S KINGSTON AVE	E SARNIA ST	0.15	1330	13
TUESDAY	S KINGSTON AVE	TORONTO PASEO	E CORNWALL ST	0.08	1331	13
TUESDAY	E CORNWALL ST	S KINGSTON AVE	S DRYDEN AVE	0.17	1332	13
TUESDAY	E EDMONTON ST	S KINGSTON AVE	S DRYDEN AVE	0.16	1333	13
TUESDAY	S BURLINGTON AVE	E CORNWALL ST	SCHAEFER AVE	0.03	1334	13
TUESDAY	S MANITOBA PL	CUL-DA-SEC	S HALTON PASEO	0.17	1335	13
TUESDAY	CALGARY ST	S TURNER AVE	S MANITOBA PL	0.24	1336	13
TUESDAY	S WINNIEPEG AVE	E NIAGRA ST	CALGARY ST	0.04	1337	13
TUESDAY	E NIAGRA ST	S WELLAND AVE	S WINNIEPEG AVE	0.05	1338	13
TUESDAY	S WELLAND AVE	CALGARY ST	E NIAGRA ST	0.03	1339	13
TUESDAY	E OAK KNOLL LOOP	CALGARY ST	CALGARY ST	0.12	1340	13
TUESDAY	OAKVILLE AVE	E LA AVENIDA DR	SCHAEFER AVE	0.25	1341	13
TUESDAY	E LA AVENIDA DR	S TURNER AVE	OAKVILLE AVE	0.26	1342	13
TUESDAY	S ALEXANDER AVE	RUTHERFORD DR	E LA AVENIDA DR	0.13	1343	13
TUESDAY	E ARTESSA WAY	S SILVER OAK WAY	S ALEXANDER AVE	0.14	1344	13
TUESDAY	HEALDSBURG DR	E LA AVENIDA DR	E ARTESSA WAY	0.04	1345	13
TUESDAY	S SILVER OAK WAY	E ARTESSA WAY	MAYACAMA WAY	0.13	1346	13
TUESDAY	STERLING ST	S ALEXANDER AVE	S SILVER OAK WAY	0.14	1347	13
TUESDAY	MAYACAMA WAY	RUTHERFORD DR	S SILVER OAK WAY	0.21	1348	13
TUESDAY	RUTHERFORD DR	HAVEN AVE	S SILVER OAK WAY	0.45	1349	13
TUESDAY	PINE RIDGE LOOP	RUTHERFORD DR	RUTHERFOD DR	0.20	1350	13
TUESDAY	MERRYVALE WAY	SANTA CLARA LN	RUTHERFOD DR	0.09	1351	13
TUESDAY	SANTA CLARA LN	MONDAVI WAY	MERRYVALE WAY	0.04	1352	13
TUESDAY	MONDAVI WAY	SANTA CLARA LN	RUTHERFOD DR	0.09	1353	13
TUESDAY	EUCALYPTUS AVE	SUMNER AVE	S Archibald Ave	0.99	1361	13
TUESDAY	S BANTAM PASEO	E SUSSEX PRIVADO	TRAVERTINE ST	0.05	1413	13
TUESDAY	E SUSSEX PRIVADO	JAVA PASEO S	S BANTAM PASEO	0.12	1414	13
TUESDAY	S BRESSE PASEO	E SUSSEX PRIVADO	TRAVERTINE ST	0.06	1415	13
TUESDAY	JAVA PASEO S	E SUSSEX PRIVADO	TRAVERTINE ST	0.06	1416	13
TUESDAY	COPPERHILL ST	COPPERHILL ST	S CELEBRATION AVE	0.13	1417	13
TUESDAY	S FLAGSTONE AVE	SILVER SKY DR	E SUSSEX PRIVADO	0.19	1418	13
TUESDAY	SUNSTONE ST	S FLAGSTONE AVE	PARKPLACE AVE	0.10	1420	13
TUESDAY	SILVER SKY DR	REFLECTION LN	COPPERHILL ST	0.19	1421	13
TUESDAY	REFLECTION LN	SILVER SKY DR	COPPERHILL ST	0.10	1422	13
TUESDAY	E ECHO CT	CUL-DA-SEC	REFLECTION LN	0.05	1423	13

Zone #14

Contract Name: Ontario, CA Estimated Completion Time: 00:10 Minutes (00:12 Minutes Leaf Season)

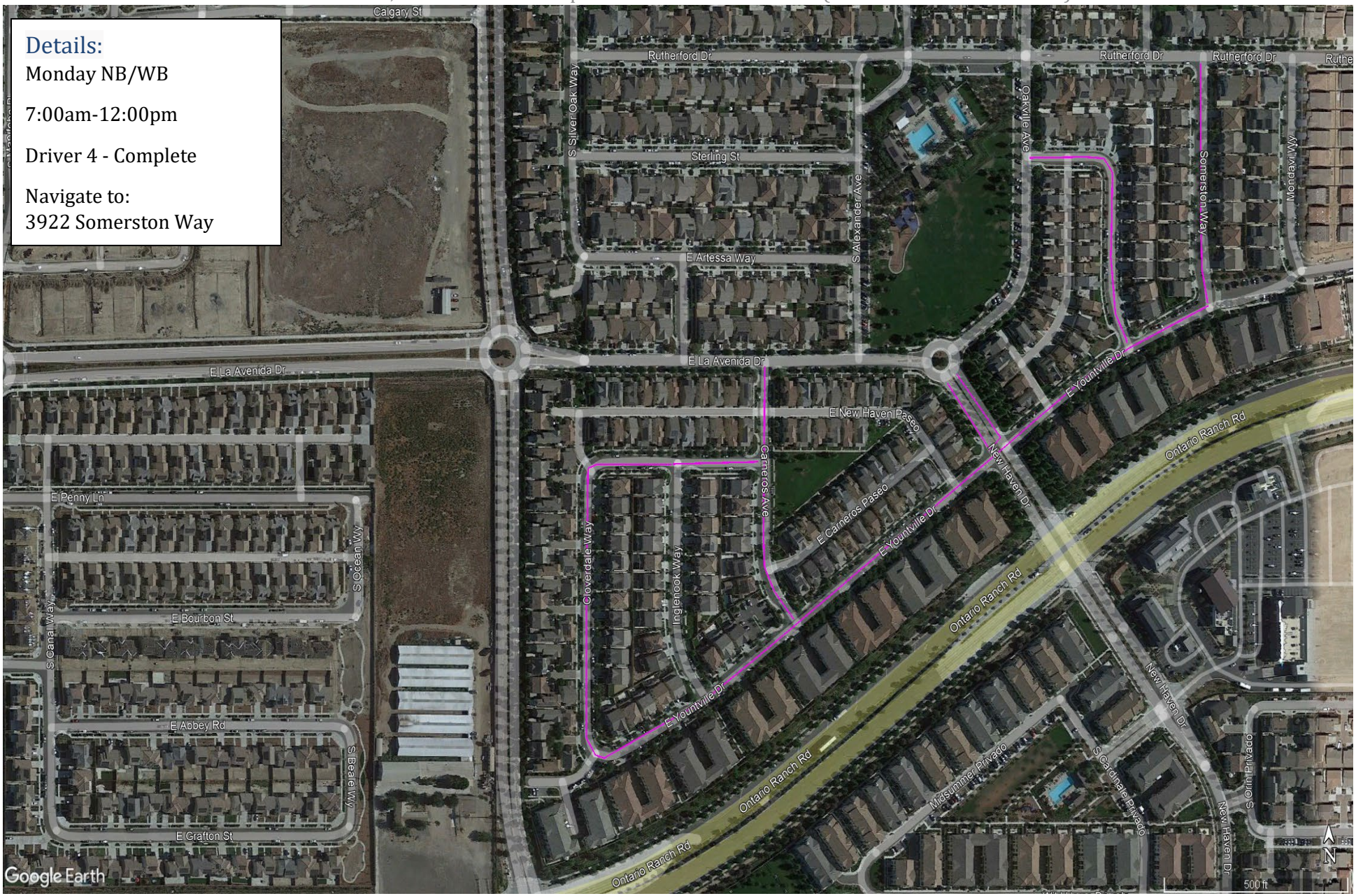
Details:

Monday NB/WB

7:00am-12:00pm

Driver 4 - Complete

Navigate to:
3922 Somerston Way



District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
Monday	SOMERSTON WAY	RUTHERFOD DR	E YOUNTVILLE DR	DRIVER 4	0.11	1354
Monday	E YOUNTVILLE DR	SOMERSTON WAY	CLOVERDALE WAY	DRIVER 4	0.38	1355
Monday	TRINITAS WAY	OAKVILLE AVE	E YOUNTVILLE DR	DRIVER 4	0.12	1356
Monday	NEW HAVEN DR	E LA AVENIDA DR	E YOUNTVILLE DR	DRIVER 4	0.08	1357
Monday	CLOVERDALE WAY	E YOUNTVILLE DR	BERINGER WAY	DRIVER 4	0.17	1358
Monday	BERINGER WAY	CLOVERDALE WAY	CARNEROS AVE	DRIVER 4	0.04	1359
Monday	CARNEROS AVE	E LA AVENIDA DR	E YOUNTVILLE DR	DRIVER 4	0.12	1360

Zone #14B

Contract Name: Ontario, CA Estimated Completion Time: 00:10 Minutes (00:12 Minutes Leaf Season)

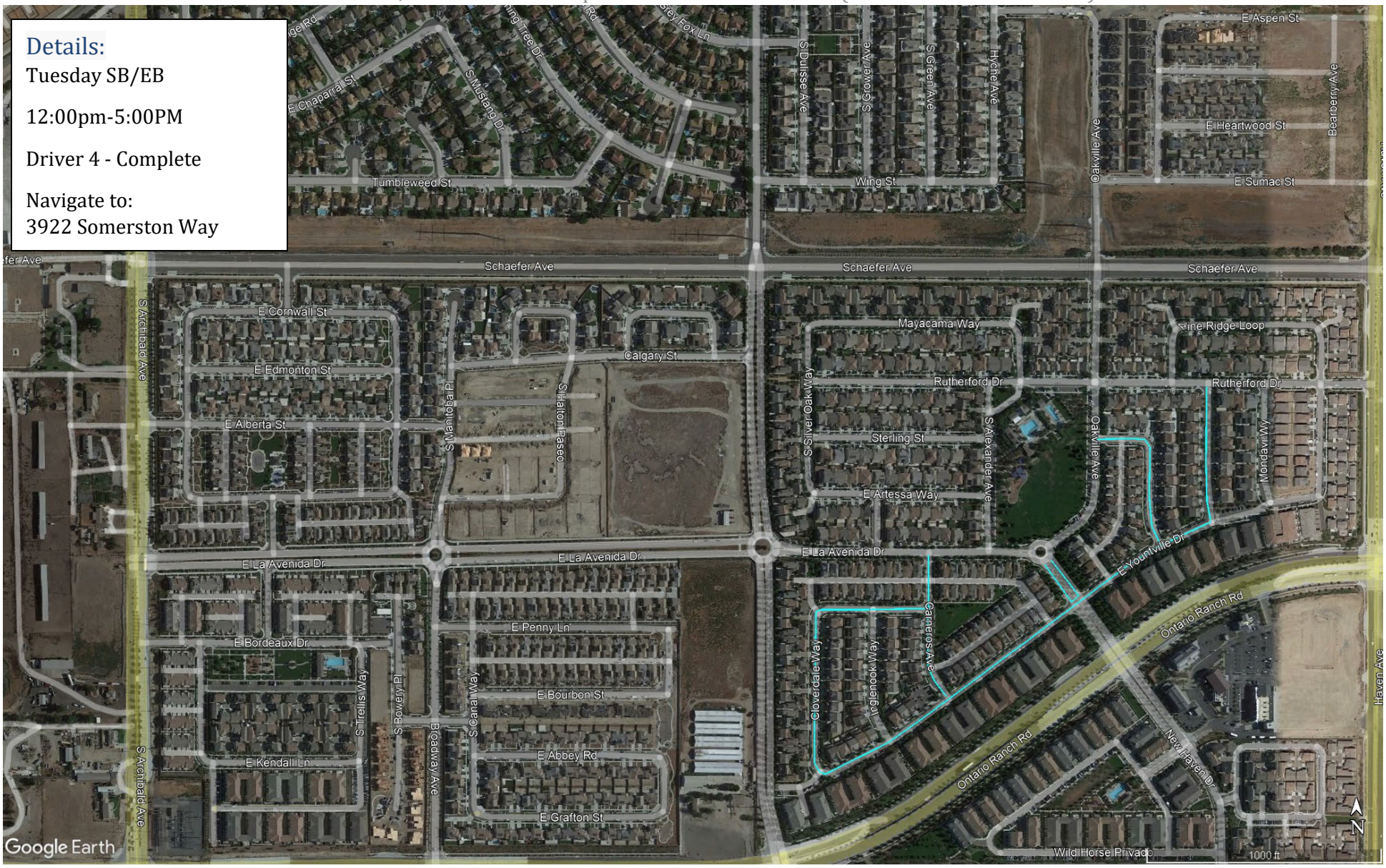
Details:

Tuesday SB/EB

12:00pm-5:00PM

Driver 4 - Complete

Navigate to:
3922 Somerston Way



District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
TUESDAY	SOMERSTON WAY	E YOUNTVILLE DR	RUTHERFOD DR	0.11	1354	14
TUESDAY	E YOUNTVILLE DR	CLOVERDALE WAY	SOMERSTON WAY	0.38	1355	14
TUESDAY	TRINITAS WAY	E YOUNTVILLE DR	OAKVILLE AVE	0.12	1356	14
TUESDAY	NEW HAVEN DR	E YOUNTVILLE DR	E LA AVENIDA DR	0.08	1357	14
TUESDAY	CLOVERDALE WAY	BERINGER WAY	E YOUNTVILLE DR	0.17	1358	14
TUESDAY	BERINGER WAY	CARNEROS AVE	CLOVERDALE WAY	0.04	1359	14
TUESDAY	CARNEROS AVE	E YOUNTVILLE DR	E LA AVENIDA DR	0.12	1360	14

Zone #15

Contract Name: Ontario, CA Estimated Completion Time: 00:59 Minutes (01:14 Hours Leaf Season)

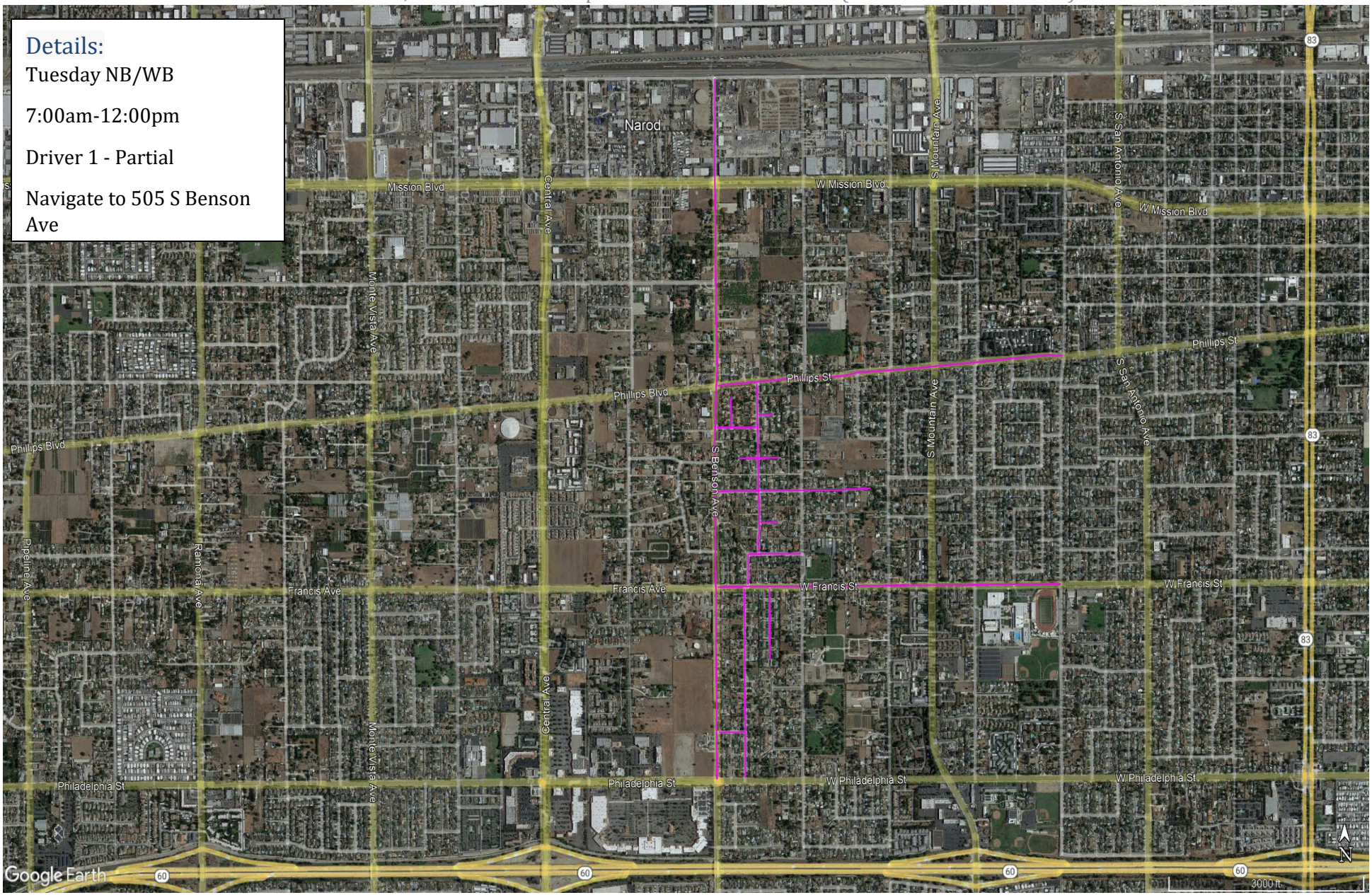
Details:

Tuesday NB/WB

7:00am-12:00pm

Driver 1 - Partial

Navigate to 505 S Benson Ave



Zone #15

Contract Name: Ontario, CA Estimated Completion Time: 00:59 Minutes (01:14 Hours Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
TUESDAY	W FRANCIS ST	S BENSON AVE	S PALMETTO AVE	DRIVER 1	0.99	2002
TUESDAY	S BENSON AVE	W PHILADELPHIA ST	W STATE ST	DRIVER 1	1.80	2003
TUESDAY	PHILLIPS ST	S BENSON AVE	S CYPRESS AVE	DRIVER 1	1.00	2013
TUESDAY	TROPICANA ST	S BENSON AVE	S HELEN AVE	DRIVER 1	0.07	2024
TUESDAY	S JASMINE AVE	TROPICANA ST	CUL-DA-SEC	DRIVER 1	0.43	2025
TUESDAY	S HELEN AVE	PHILLIPS ST	JUNIPER ST	DRIVER 1	0.04	2026
TUESDAY	TROPICANA CT	S HELEN AVE	CUL-DA-SEC	DRIVER 1	0.11	2027
TUESDAY	W EUCALYPTUS CT	CUL-DA-SEC	CUL-DA-SEC	DRIVER 1	0.44	2028
TUESDAY	W LOCUST ST	S BENSON AVE	CUL-DA-SEC	DRIVER 1	0.05	2029
TUESDAY	W MAPLE CT	S HELEN AVE	CUL-DA-SEC	DRIVER 1	0.15	2030
TUESDAY	JUNIPER ST	S HELEN AVE	S OAKS AVE	DRIVER 1	0.08	2031
TUESDAY	S HELEN AVE	JUNIPER ST	W FRANCIS ST	DRIVER 1	0.17	2032
TUESDAY	S HELEN AVE	W FRANCIS ST	W PHILADEPHIA ST	DRIVER 1	0.05	2076
TUESDAY	LAURIN ST	S BENSON AVE	S HELEN AVE	DRIVER 1	0.49	2077
TUESDAY	S ALMOND AVE	W FRANCIS ST	CUL-DA-SEC	DRIVER 1	0.08	2082

Zone #15B

Contract Name: Ontario, CA Estimated Completion Time: 00:59 Minutes (01:14 Hours Leaf Season)

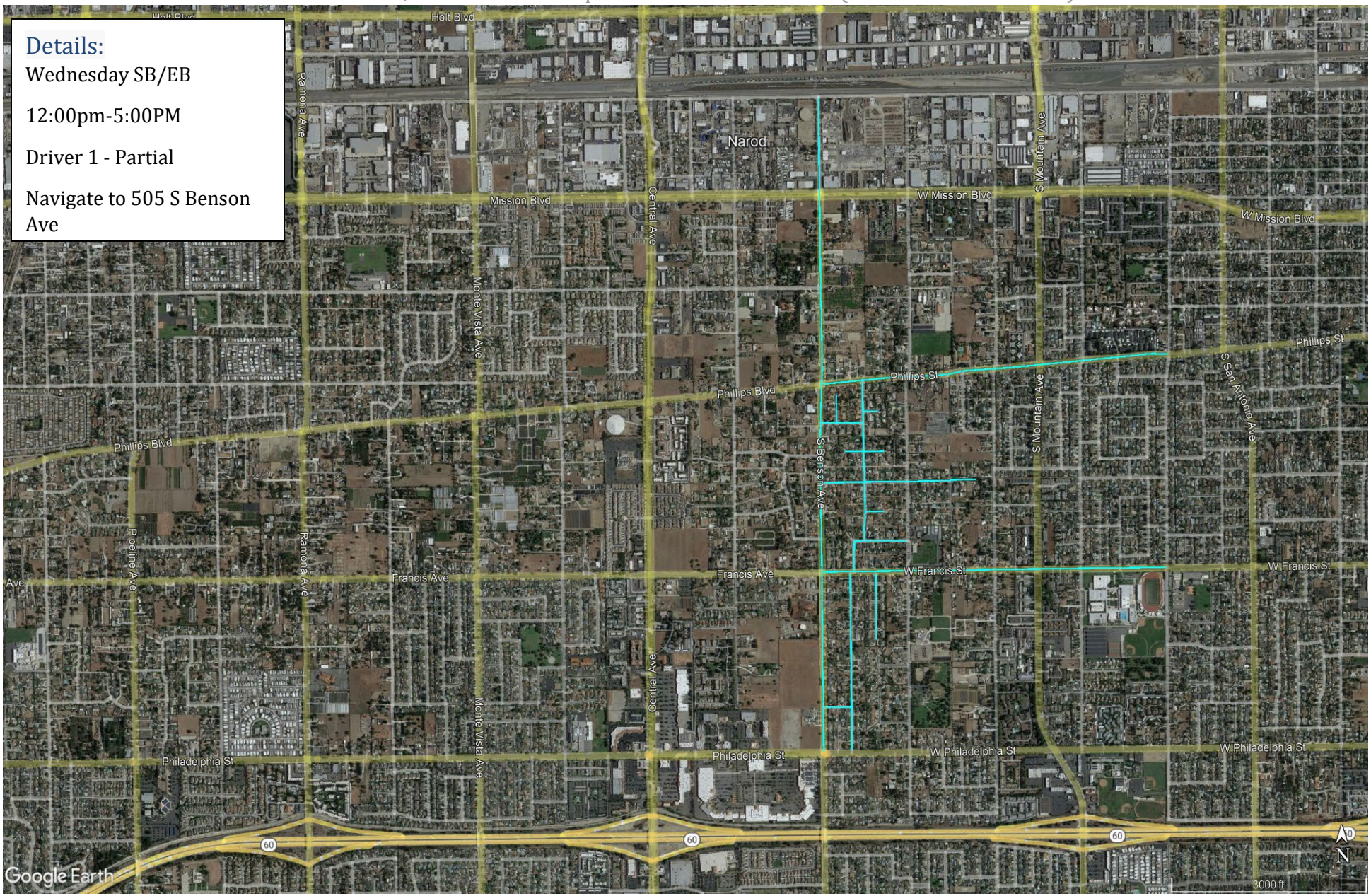
Details:

Wednesday SB/EB

12:00pm-5:00PM

Driver 1 - Partial

Navigate to 505 S Benson Ave



Zone #15B

Contract Name: Ontario, CA Estimated Completion Time: 00:59 Minutes (01:14 Hours Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
WEDNESDAY	W FRANCIS ST	S PALMETTO AVE	S BENSON AVE	0.99	2002	15
WEDNESDAY	S BENSON AVE	W STATE ST	W PHILADELPHIA ST	1.80	2003	15
WEDNESDAY	PHILLIPS ST	S CYPRESS AVE	S BENSON AVE	1.00	2013	15
WEDNESDAY	TROPICANA ST	S HELEN AVE	S BENSON AVE	0.07	2024	15
WEDNESDAY	S JASMINE AVE	CUL-DA-SEC	TROPICANA ST	0.43	2025	15
WEDNESDAY	S HELEN AVE	JUNIPER ST	PHILLIPS ST	0.04	2026	15
WEDNESDAY	TROPICANA CT	CUL-DA-SEC	S HELEN AVE	0.11	2027	15
WEDNESDAY	W EUCALYPTUS CT	CUL-DA-SEC	CUL-DA-SEC	0.44	2028	15
WEDNESDAY	W LOCUST ST	CUL-DA-SEC	S BENSON AVE	0.05	2029	15
WEDNESDAY	W MAPLE CT	CUL-DA-SEC	S HELEN AVE	0.15	2030	15
WEDNESDAY	JUNIPER ST	S OAKS AVE	S HELEN AVE	0.08	2031	15
WEDNESDAY	S HELEN AVE	W FRANCIS ST	JUNIPER ST	0.17	2032	15
WEDNESDAY	S HELEN AVE	W PHILADEPHIA ST	W FRANCIS ST	0.05	2076	15
WEDNESDAY	LAURIN ST	S HELEN AVE	S BENSON AVE	0.49	2077	15
WEDNESDAY	S ALMOND AVE	CUL-DA-SEC	W FRANCIS ST	0.08	2082	15

Zone #16

Contract Name: Ontario, CA Estimated Completion Time: 01:01 Hours (01:16 Hours Leaf Season)

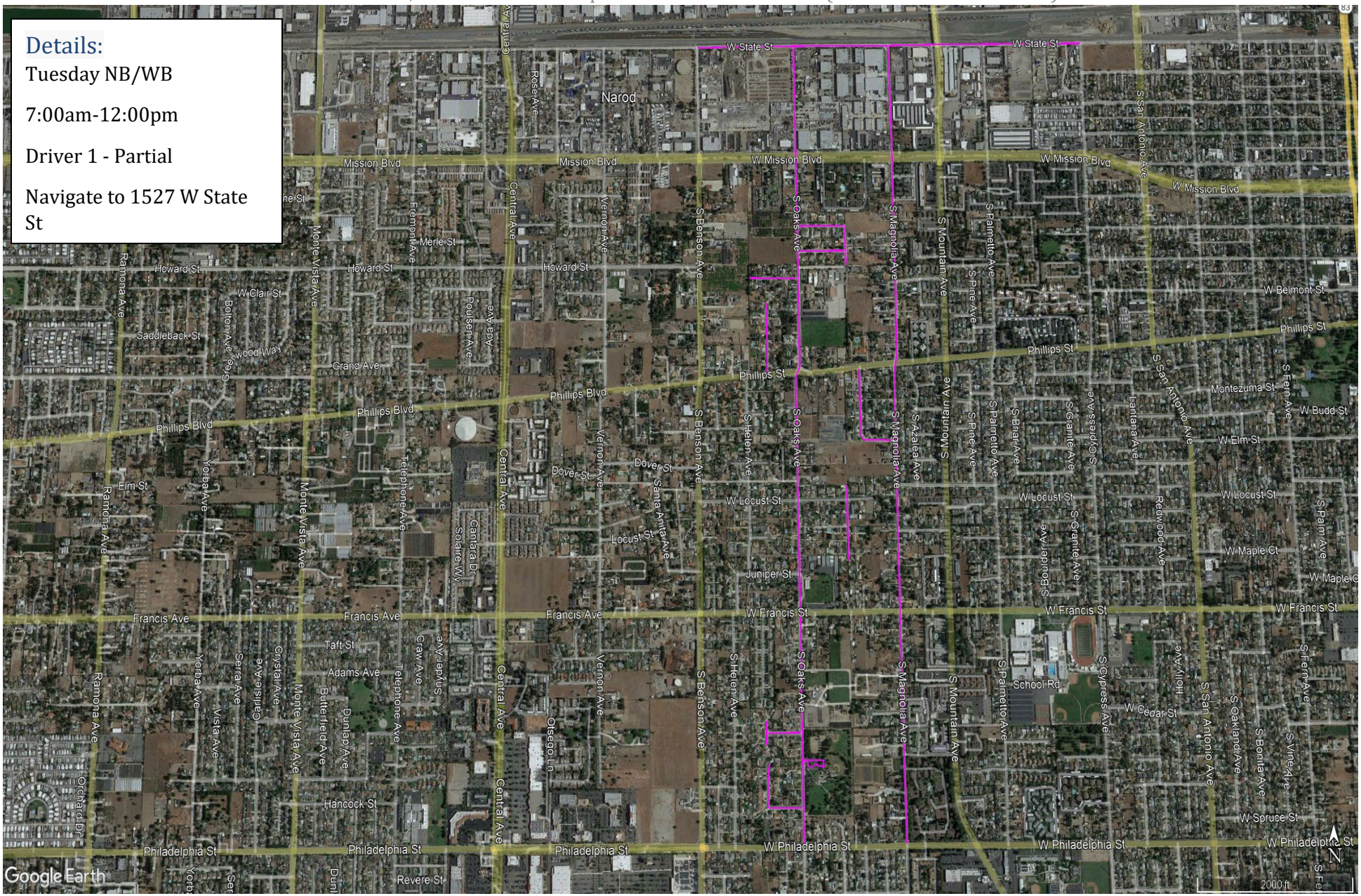
Details:

Tuesday NB/WB

7:00am-12:00pm

Driver 1 - Partial

Navigate to 1527 W State St



Zone #16

Contract Name: Ontario, CA Estimated Completion Time: 01:01 Hours (01:16 Hours Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
TUESDAY	W STATE ST	S BENSON AVE	S CYPRESS AVE	DRIVER 1	1.01	2000
TUESDAY	S OAKS AVE	W PHILADELPHIA ST	W STATE ST	DRIVER 1	1.80	2004
TUESDAY	S MAGNOLIA AVE	W PHILADELPHIA ST	W STATE ST	DRIVER 1	1.80	2005
TUESDAY	W MAITLAND ST	S OAKS AVE	S ELDERBERRY AVE	DRIVER 1	0.09	2009
TUESDAY	S ELDERBERRY AVE	W MAITLAND ST	DEAD END	DRIVER 1	0.12	2010
TUESDAY	W RALSTON ST	S OAKS AVE	S ELDERBERRY AVE	DRIVER 1	0.12	2011
TUESDAY	W CLAIR ST	S OAKS AVE	DEAD END	DRIVER 1	0.16	2012
TUESDAY	S ALMOND AVE	PHILLIPS ST	CUL-DA-SEC	DRIVER 1	0.11	2014
TUESDAY	S ELDERBERRY CT	DEAD END	CUL-DA-SEC	DRIVER 1	0.15	2033
TUESDAY	S DAHLIA AVE	PHILLIPS ST	W TROPICANA ST	DRIVER 1	0.09	2034
TUESDAY	W TROPICANA ST	S DAHILA AVE	S MAGNOLIA AVE	DRIVER 1	0.24	2035
TUESDAY	W SPRUCE CT	S OAKS AVE	S ALMOND AVE	DRIVER 1	0.07	2078
TUESDAY	S ALMOND AVE	W SPRUCE CT	CUL-DA-SEC	DRIVER 1	0.08	2079
TUESDAY	S ALMOND CT	CUL-DA-SEC	CUL-DA-SEC	DRIVER 1	0.10	2080
TUESDAY	CEDAR ST	S OAKS AVE	S ALMOND CT	DRIVER 1	0.05	2081
TUESDAY	OAKS AVE PIONEER PARK LOT	S OAKS AVE		DRIVER 1	0.12	2310

Zone #16B

Contract Name: Ontario, CA Estimated Completion Time: 01:01 Hours (01:16 Hours Leaf Season)

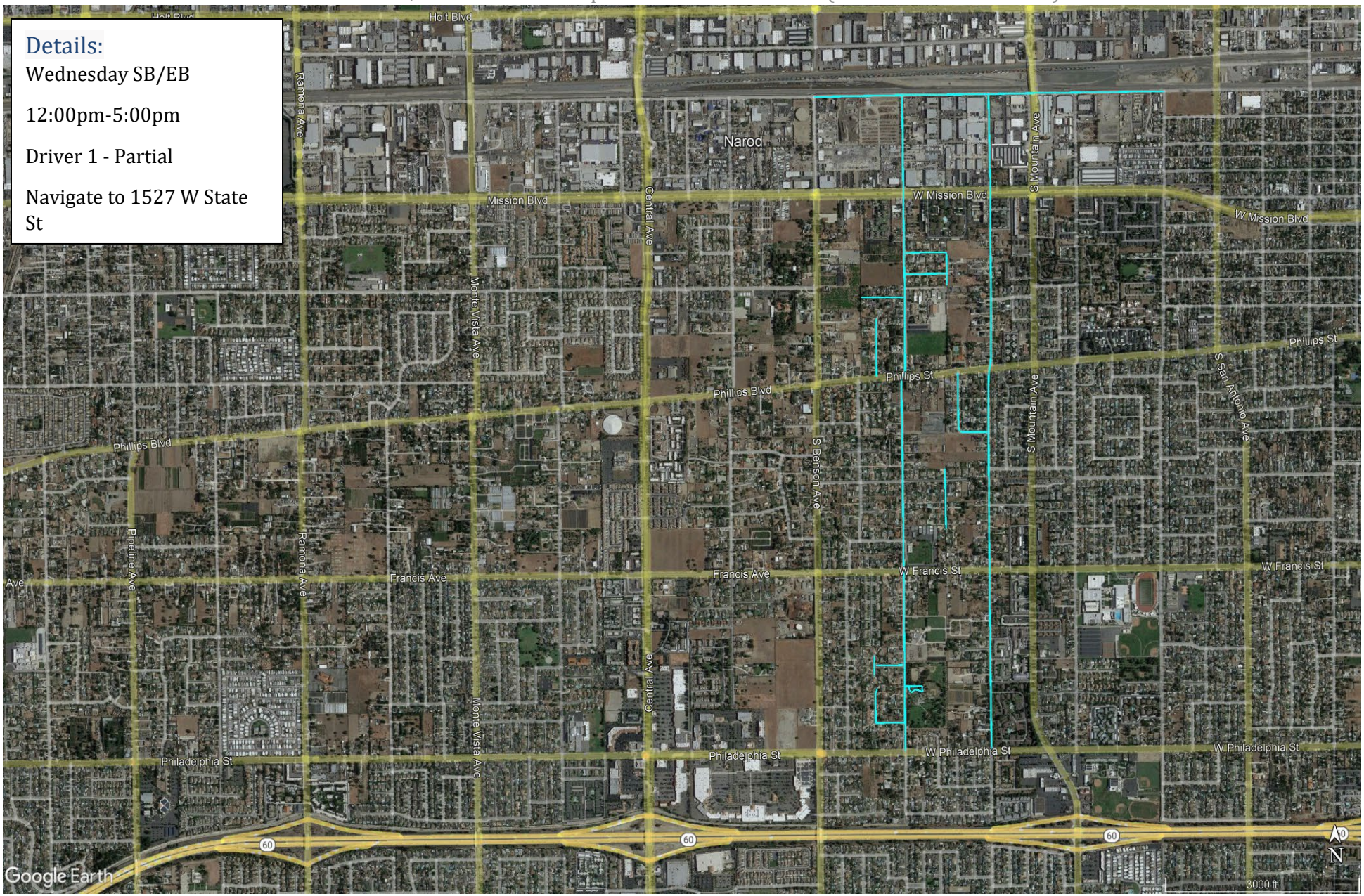
Details:

Wednesday SB/EB

12:00pm-5:00pm

Driver 1 - Partial

Navigate to 1527 W State St



Zone #16B

Contract Name: Ontario, CA Estimated Completion Time: 01:01 Hours (01:16 Hours Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
WEDNESDAY	W STATE ST	S CYPRESS AVE	S BENSON AVE	DRIVER 1	1.01	2000
WEDNESDAY	S OAKS AVE	W STATE ST	W PHILADELPHIA ST	DRIVER 1	1.80	2004
WEDNESDAY	S MAGNOLIA AVE	W STATE ST	W PHILADELPHIA ST	DRIVER 1	1.80	2005
WEDNESDAY	W MAITLAND ST	S ELDERBERRY AVE	S OAKS AVE	DRIVER 1	0.09	2009
WEDNESDAY	S ELDERBERRY AVE	DEAD END	W MAITLAND ST	DRIVER 1	0.12	2010
WEDNESDAY	W RALSTON ST	S ELDERBERRY AVE	S OAKS AVE	DRIVER 1	0.12	2011
WEDNESDAY	W CLAIR ST	DEAD END	S OAKS AVE	DRIVER 1	0.16	2012
WEDNESDAY	S ALMOND AVE	CUL-DA-SEC	PHILLIPS ST	DRIVER 1	0.11	2014
WEDNESDAY	S ELDERBERRY CT	CUL-DA-SEC	DEAD END	DRIVER 1	0.15	2033
WEDNESDAY	S DAHLIA AVE	W TROPICANA ST	PHILLIPS ST	DRIVER 1	0.09	2034
WEDNESDAY	W TROPICANA ST	S MAGNOLIA AVE	S DAHILA AVE	DRIVER 1	0.24	2035
WEDNESDAY	W SPRUCE CT	S ALMOND AVE	S OAKS AVE	DRIVER 1	0.07	2078
WEDNESDAY	S ALMOND AVE	CUL-DA-SEC	W SPRUCE CT	DRIVER 1	0.08	2079
WEDNESDAY	S ALMOND CT	CUL-DA-SEC	CUL-DA-SEC	DRIVER 1	0.10	2080
WEDNESDAY	CEDAR ST	S ALMOND CT	S OAKS AVE	DRIVER 1	0.05	2081
WEDNESDAY	OAKS AVE PIONEER PARK LOT	S OAKS AVE	DRIVER 1	0.12	2310	

Zone #17

Contract Name: Ontario, CA Estimated Completion Time: 00:58 Minutes (01:13 Hours Leaf Season)

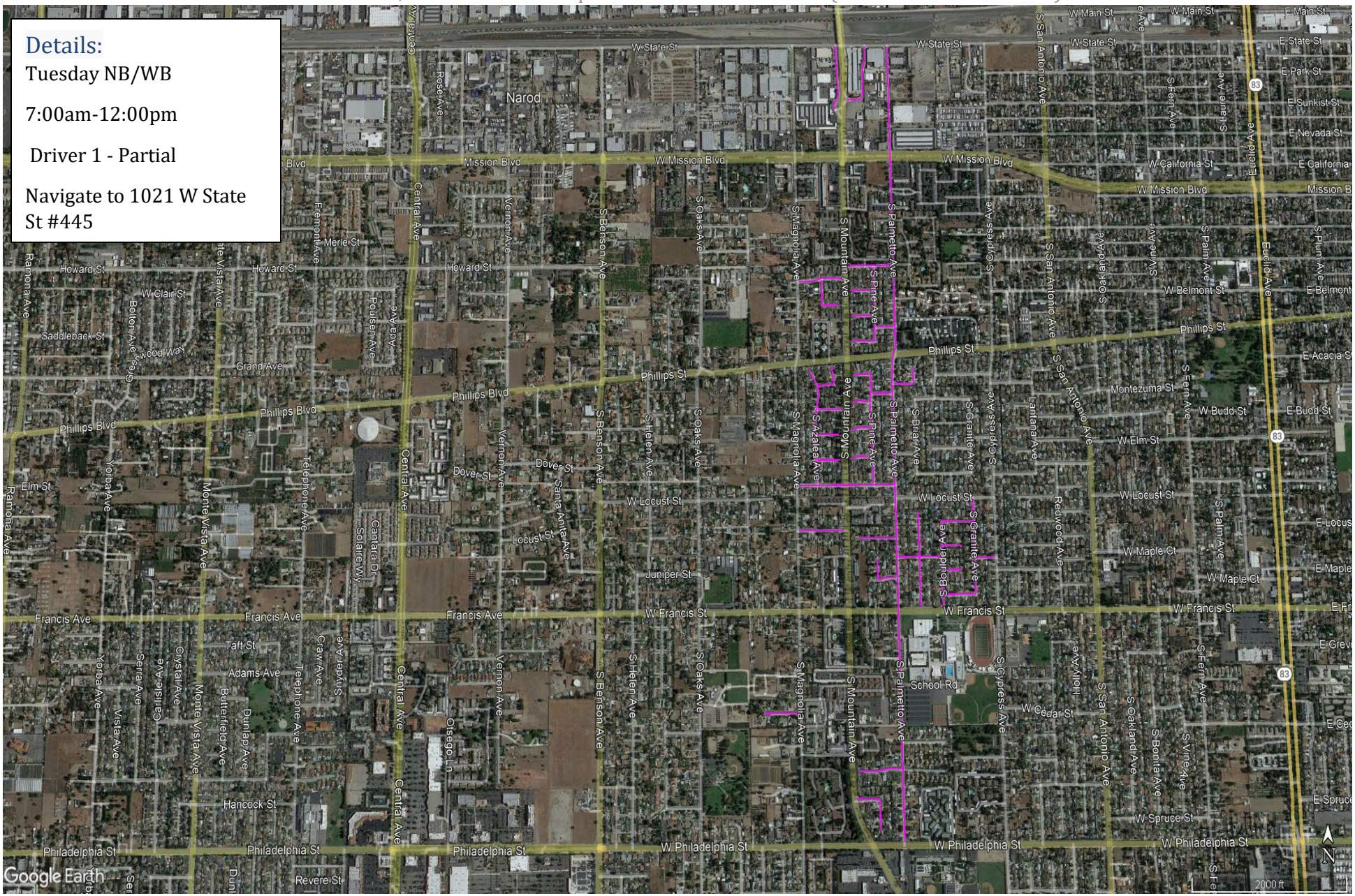
Details:

Tuesday NB/WB

7:00am-12:00pm

Driver 1 - Partial

Navigate to 1021 W State St #445



Zone #17

Contract Name: Ontario, CA Estimated Completion Time: 00:58 Minutes (01:13 Hours Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
TUESDAY	S PALMETTO AVE	W PHILADELPHIA ST	W STATE ST	DRIVER 1	1.80	2006
TUESDAY	MOUNTAIN ACCESS RD	W STATE ST	S MOUNTAIN AVE	DRIVER 1	0.16	2007
TUESDAY	MOUNTAIN ACRES DR	W STATE ST	S MOUNTAIN AVE	DRIVER 1	0.17	2008
TUESDAY	W RALSTON ST	S MAGNOLIA AVE	S MOUNTAIN AVE	DRIVER 1	0.06	2015
TUESDAY	S AZALEA AVE	W RALSTON ST	BAHIA CT	DRIVER 1	0.04	2016
TUESDAY	BAHIA CT	S AZALEA AVE	CUL-DA-SEC	DRIVER 1	0.12	2017
TUESDAY	W RALSTON ST	S MOUNTAIN AVE	S PALMETTO AVE	DRIVER 1	0.17	2018
TUESDAY	S PINE AVE	W RALSTON ST	ECLIPSE CT	DRIVER 1	0.06	2019
TUESDAY	ECLIPSE CT	S PINE AVE	CUL-DA-SEC	DRIVER 1	0.04	2020
TUESDAY	LAWN ST	S PINE AVE	S PALMETTO AVE	DRIVER 1	0.06	2021
TUESDAY	W SEASHELL CT	S PINE AVE	CUL-DA-SEC	DRIVER 1	0.06	2022
TUESDAY	W SUNSONG CT	S PINE AVE	CUL-DA-SEC	DRIVER 1	0.11	2023
TUESDAY	W JACARANDA ST	S MAGNOLIA AVE	S PALMETTO AVE	DRIVER 1	0.27	2036
TUESDAY	S AZALEA AVE	W JACARANDA ST	CUL-DA-SEC	DRIVER 1	0.06	2037
TUESDAY	W EUCALYPTUS CT	S AZALEA AVE	CUL-DA-SEC	DRIVER 1	0.06	2038
TUESDAY	W TROPICANA CT	S AZALEA AVE	CUL-DA-SEC	DRIVER 1	0.06	2039
TUESDAY	W QUINCE ST	S AZALEA AVE	S MOUNTAIN AVE	DRIVER 1	0.04	2040
TUESDAY	W CONTEMPO CT	S AZALEA AVE	CONTEMPO CT	DRIVER 1	0.04	2041
TUESDAY	CONTEMPO CT	W CONTEMPO CT	CUL-DA-SEC	DRIVER 1	0.11	2042
TUESDAY	W LOCUST ST	S MAGNOLIA AVE	S MOUNTAIN AVE	DRIVER 1	0.09	2043
TUESDAY	W MAPLE CT	S PALMETTO AVE	CUL-DA-SEC	DRIVER 1	0.10	2045
TUESDAY	S GRANITE AVE	W LOCUST ST	W LINDEN ST	DRIVER 1	0.24	2067
TUESDAY	W LINDEN ST	S GRANITE AVE	S BOULDER AVE	DRIVER 1	0.21	2068
TUESDAY	S BOULDER AVE	W LINDEN ST	W FRANCIS ST	DRIVER 1	0.08	2069
TUESDAY	W ASHLAND ST	S BOULDER AVE	S GRANITE AVE	DRIVER 1	0.19	2070
TUESDAY	JUNIPER ST	S BOULDER AVE	CUL-DA-SEC	DRIVER 1	0.08	2071
TUESDAY	W MAPLE CT	S BOULDER AVE	CUL-DA-SEC	DRIVER 1	0.05	2072
TUESDAY	W MAPLE CT	S BOULDER AVE	S PALMETTO AVE	DRIVER 1	0.05	2073
TUESDAY	S BRIAR AVE	CUL-DA-SEC	CUL-DA-SEC	DRIVER 1	0.11	2074
TUESDAY	W MAPLE CT	S GRANITE AVE	S CYPRESS AVE	DRIVER 1	0.21	2075
TUESDAY	W CEDAR ST	S MAGNOLIA AVE	CUL-DA-SEC	DRIVER 1	0.09	2083
TUESDAY	W SPRUCE CT	S MOUNTAIN AVE	S PINE CT	DRIVER 1	0.06	2084
TUESDAY	S PINE CT	W SPRUCE CT	CUL-DA-SEC	DRIVER 1	0.07	2085
TUESDAY	W LARODA CT	S PALMETTO AVE	CUL-DA-SEC	DRIVER 1	0.10	2086
TUESDAY	S PINE AVE	W JACARANDA ST	W CONTEMPO CT	DRIVER 1	0.09	2318
TUESDAY	W CONTEMPO CT	S PINE AVE	CUL-DA-SEC	DRIVER 1	0.24	2319
TUESDAY	W EUCALYPTUS CT	S PINE AVE	CUL-DA-SEC	DRIVER 1	0.05	2320
TUESDAY	W TROPICANA CT	S PINE AVE	CUL-DA-SEC	DRIVER 1	0.05	2321
TUESDAY	W QUINCE ST	S PINE AVE	CUL-DA-SEC	DRIVER 1	0.05	2322
TUESDAY	MONTEZUMA ST	S PINE AVE	S PALMETTO AVE	DRIVER 1	0.04	2323
TUESDAY	PALMETTO AVE	S PALMETTO AVE	CUL-DA-SEC	DRIVER 1	0.05	2324
TUESDAY	S PINE PL	S PALMETTO AVE	CUL-DA-SEC	DRIVER 1	0.10	2325

Zone #17B

Contract Name: Ontario, CA Estimated Completion Time: 00:58 Minutes (01:13 Hours Leaf Season)

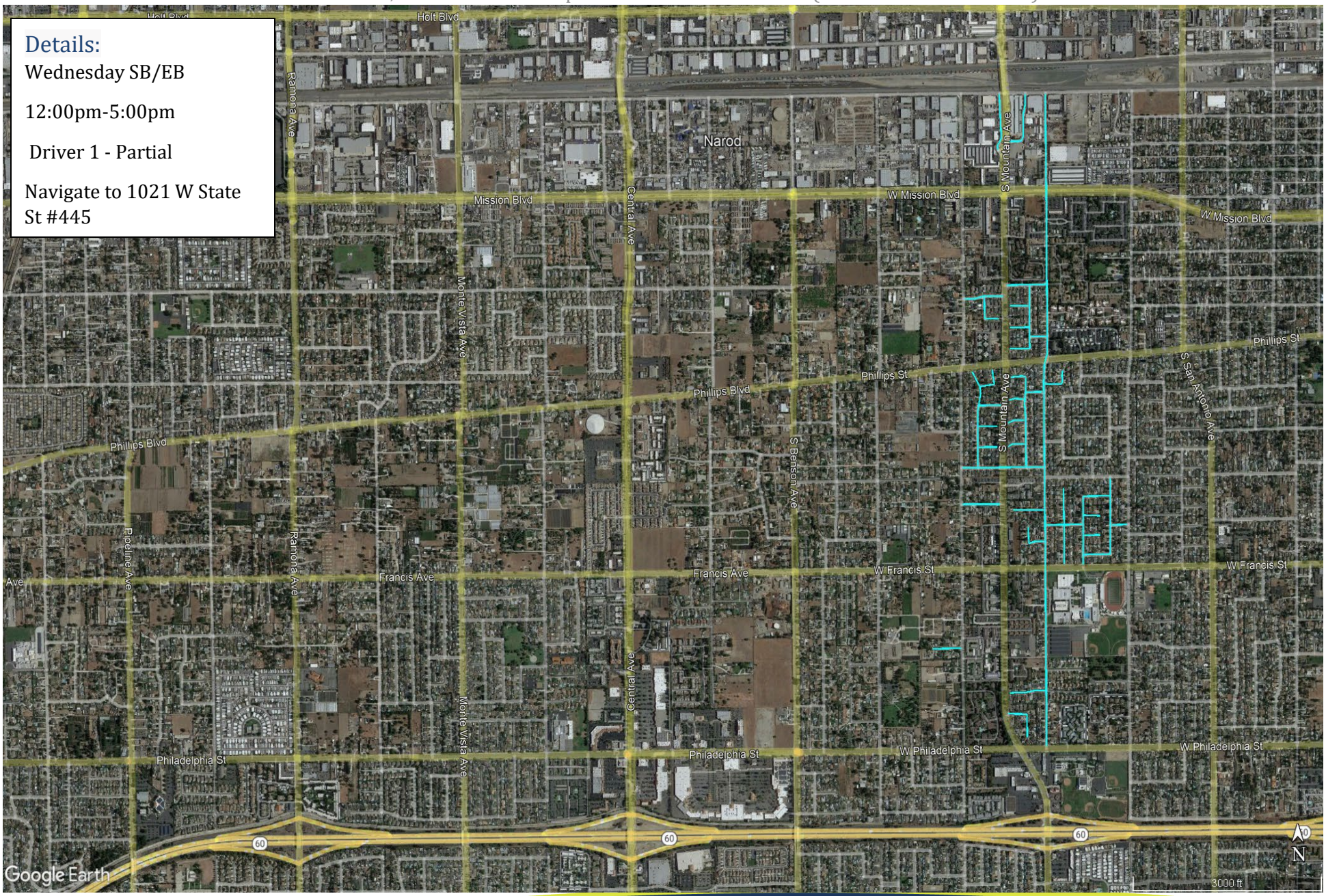
Details:

Wednesday SB/EB

12:00pm-5:00pm

Driver 1 - Partial

Navigate to 1021 W State St #445



Zone #17B

Contract Name: Ontario, CA Estimated Completion Time: 00:58 Minutes (01:13 Hours Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
WEDNESDAY	S PALMETTO AVE	W STATE ST	W PHILADELPHIA ST	DRIVER 1	1.80	2006
WEDNESDAY	MOUNTAIN ACCESS RD	S MOUNTAIN AVE	W STATE ST	DRIVER 1	0.16	2007
WEDNESDAY	MOUNTAIN ACRES DR	S MOUNTAIN AVE	W STATE ST	DRIVER 1	0.17	2008
WEDNESDAY	W RALSTON ST	S MOUNTAIN AVE	S MAGNOLIA AVE	DRIVER 1	0.06	2015
WEDNESDAY	S AZALEA AVE	BAHIA CT	W RALSTON ST	DRIVER 1	0.04	2016
WEDNESDAY	BAHIA CT	CUL-DA-SEC	S AZALEA AVE	DRIVER 1	0.12	2017
WEDNESDAY	W RALSTON ST	S PALMETTO AVE	S MOUNTAIN AVE	DRIVER 1	0.17	2018
WEDNESDAY	S PINE AVE	ECLIPSE CT	W RALSTON ST	DRIVER 1	0.06	2019
WEDNESDAY	ECLIPSE CT	CUL-DA-SEC	S PINE AVE	DRIVER 1	0.04	2020
WEDNESDAY	LAWN ST	S PALMETTO AVE	S PINE AVE	DRIVER 1	0.06	2021
WEDNESDAY	W SEASHELL CT	CUL-DA-SEC	S PINE AVE	DRIVER 1	0.06	2022
WEDNESDAY	W SUNSONG CT	CUL-DA-SEC	S PINE AVE	DRIVER 1	0.11	2023
WEDNESDAY	W JACARANDA ST	S PALMETTO AVE	S MAGNOLIA AVE	DRIVER 1	0.27	2036
WEDNESDAY	S AZALEA AVE	CUL-DA-SEC	W JACARANDA ST	DRIVER 1	0.06	2037
WEDNESDAY	W EUCALYPTUS CT	CUL-DA-SEC	S AZALEA AVE	DRIVER 1	0.06	2038
WEDNESDAY	W TROPICANA CT	CUL-DA-SEC	S AZALEA AVE	DRIVER 1	0.06	2039
WEDNESDAY	W QUINCE ST	S MOUNTAIN AVE	S AZALEA AVE	DRIVER 1	0.04	2040
WEDNESDAY	W CONTEMPO CT	CONTEMPO CT	S AZALEA AVE	DRIVER 1	0.04	2041
WEDNESDAY	CONTEMPO CT	CUL-DA-SEC	W CONTEMPO CT	DRIVER 1	0.11	2042
WEDNESDAY	W LOCUST ST	S MOUNTAIN AVE	S MAGNOLIA AVE	DRIVER 1	0.09	2043
WEDNESDAY	W MAPLE CT	CUL-DA-SEC	S PALMETTO AVE	DRIVER 1	0.10	2045
WEDNESDAY	S GRANITE AVE	W LINDEN ST	W LOCUST ST	DRIVER 1	0.24	2067
WEDNESDAY	W LINDEN ST	S BOULDER AVE	S GRANITE AVE	DRIVER 1	0.21	2068
WEDNESDAY	S BOULDER AVE	W FRANCIS ST	W LINDEN ST	DRIVER 1	0.08	2069
WEDNESDAY	W ASHLAND ST	S GRANITE AVE	S BOULDER AVE	DRIVER 1	0.19	2070
WEDNESDAY	JUNIPER ST	CUL-DA-SEC	S BOULDER AVE	DRIVER 1	0.08	2071
WEDNESDAY	W MAPLE CT	CUL-DA-SEC	S BOULDER AVE	DRIVER 1	0.05	2072
WEDNESDAY	W MAPLE CT	S PALMETTO AVE	S BOULDER AVE	DRIVER 1	0.05	2073
WEDNESDAY	S BRIAR AVE	CUL-DA-SEC	CUL-DA-SEC	DRIVER 1	0.11	2074
WEDNESDAY	W MAPLE CT	S CYPRESS AVE	S GRANITE AVE	DRIVER 1	0.21	2075
WEDNESDAY	W CEDAR ST	CUL-DA-SEC	S MAGNOLIA AVE	DRIVER 1	0.09	2083
WEDNESDAY	W SPRUCE CT	S PINE CT	S MOUNTAIN AVE	DRIVER 1	0.06	2084
WEDNESDAY	S PINE CT	CUL-DA-SEC	W SPRUCE CT	DRIVER 1	0.07	2085
WEDNESDAY	W LARODA CT	CUL-DA-SEC	S PALMETTO AVE	DRIVER 1	0.10	2086
WEDNESDAY	S PINE AVE	W CONTEMPO CT	W JACARANDA ST	DRIVER 1	0.09	2318
WEDNESDAY	W CONTEMPO CT	CUL-DA-SEC	S PINE AVE	DRIVER 1	0.24	2319
WEDNESDAY	W EUCALYPTUS CT	CUL-DA-SEC	S PINE AVE	DRIVER 1	0.05	2320
WEDNESDAY	W TROPICANA CT	CUL-DA-SEC	S PINE AVE	DRIVER 1	0.05	2321
WEDNESDAY	W QUINCE ST	CUL-DA-SEC	S PINE AVE	DRIVER 1	0.05	2322
WEDNESDAY	MONTEZUMA ST	S PALMETTO AVE	S PINE AVE	DRIVER 1	0.04	2323
WEDNESDAY	PALMETTO AVE	CUL-DA-SEC	S PALMETTO AVE	DRIVER 1	0.05	2324
WEDNESDAY	S PINE PL	CUL-DA-SEC	S PALMETTO AVE	DRIVER 1	0.10	2325

Zone #18

Contract Name: Ontario, CA Estimated Completion Time: 00:31 Minutes (00:39 Minutes Leaf Season)

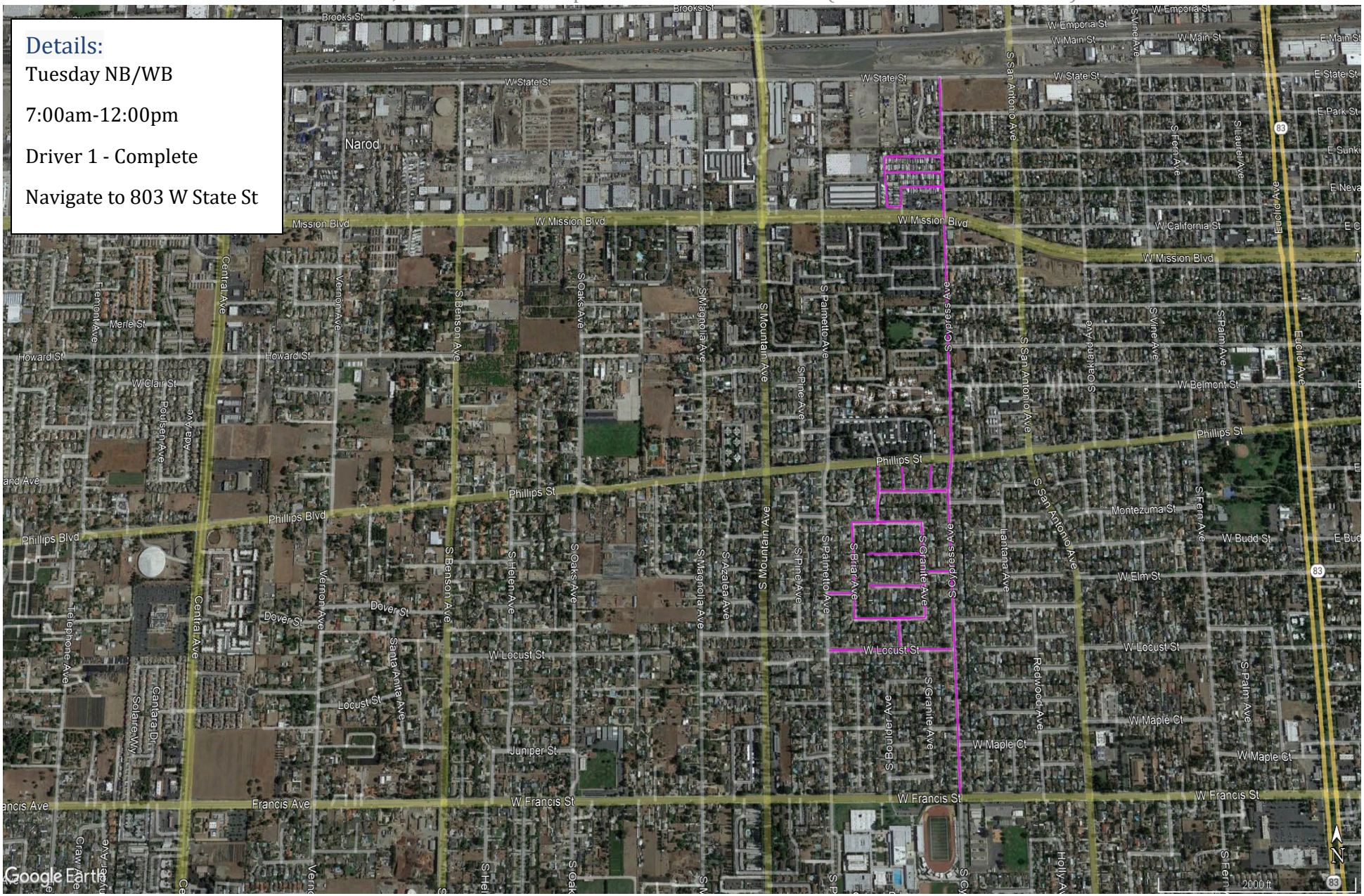
Details:

Tuesday NB/WB

7:00am-12:00pm

Driver 1 - Complete

Navigate to 803 W State St



District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
TUESDAY	S CYPRESS AVE	W STATE ST	W FRANCIS ST	DRIVER 1	1.30	2001
TUESDAY	W EUCALYPTUS ST	S PALMETTO AVE	S BRIAR AVE	DRIVER 1	0.09	2053
TUESDAY	S BRIAR AVE	CHESTNUT ST	W JACARANDA ST	DRIVER 1	0.05	2054
TUESDAY	CHESTNUT ST	S BRIAR AVE	S GRANITE AVE	DRIVER 1	0.17	2055
TUESDAY	S GRANITE AVE	CHESTNUT ST	W JACARANDA ST	DRIVER 1	0.14	2056
TUESDAY	W JACARANDA ST	S BRIAR AVE	S GRANITE AVE	DRIVER 1	0.17	2057
TUESDAY	W EUCALYPTUS ST	S GRANITE AVE	CUL-DA-SEC	DRIVER 1	0.14	2058
TUESDAY	W ELM ST	S GRANITE AVE	CUL-DA-SEC	DRIVER 1	0.11	2059
TUESDAY	W EUCALYPTUS ST	S GRANITE AVE	S CYPRESS AVE	DRIVER 1	0.11	2060
TUESDAY	S BOULDER AVE	PHILLIPS ST	CHESTNUT ST	DRIVER 1	0.05	2061
TUESDAY	CONTEMPO ST	S BOULDER AVE	S CYPRESS AVE	DRIVER 1	0.10	2062
TUESDAY	S GOLD CT	CONTEMPO ST	CUL-DA-SEC	DRIVER 1	0.13	2063
TUESDAY	COPPER ST	CONTEMPO ST	CUL-DA-SEC	DRIVER 1	0.04	2064
TUESDAY	S BOULDER AVE	W JACARANDA ST	W LOCUST ST	DRIVER 1	0.04	2065
TUESDAY	W LOCUST ST	S PALMETTO AVE	S CYPRESS AVE	DRIVER 1	0.05	2066
TUESDAY	CYPRESS PARK	W MISSION BLVD	S CYPRESS AVE	DRIVER 1	0.52	2311

Zone #18B

Contract Name: Ontario, CA Estimated Completion Time: 00:31 Minutes (00:39 Minutes Leaf Season)

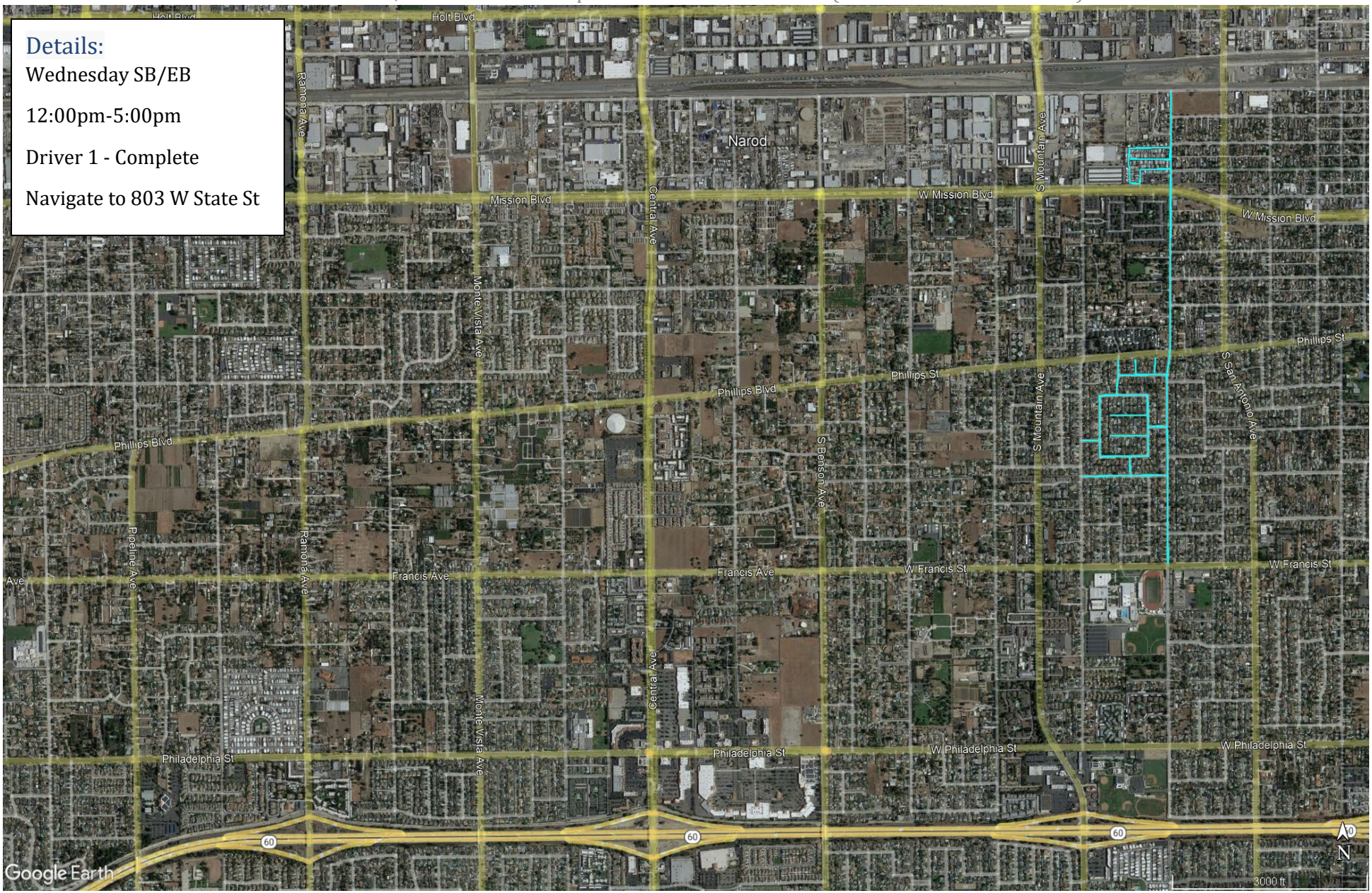
Details:

Wednesday SB/EB

12:00pm-5:00pm

Driver 1 - Complete

Navigate to 803 W State St



District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
WEDNESDAY	S CYPRESS AVE	W FRANCIS ST	W STATE ST	DRIVER 1	1.30	2001
WEDNESDAY	W EUCALYPTUS ST	S BRIAR AVE	S PALMETTO AVE	DRIVER 1	0.09	2053
WEDNESDAY	S BRIAR AVE	W JACARANDA ST	CHESTNUT ST	DRIVER 1	0.05	2054
WEDNESDAY	CHESTNUT ST	S GRANITE AVE	S BRIAR AVE	DRIVER 1	0.17	2055
WEDNESDAY	S GRANITE AVE	W JACARANDA ST	CHESTNUT ST	DRIVER 1	0.14	2056
WEDNESDAY	W JACARANDA ST	S GRANITE AVE	S BRIAR AVE	DRIVER 1	0.17	2057
WEDNESDAY	W EUCALYPTUS ST	CUL-DA-SEC	S GRANITE AVE	DRIVER 1	0.14	2058
WEDNESDAY	W ELM ST	CUL-DA-SEC	S GRANITE AVE	DRIVER 1	0.11	2059
WEDNESDAY	W EUCALYPTUS ST	S CYPRESS AVE	S GRANITE AVE	DRIVER 1	0.11	2060
WEDNESDAY	S BOULDER AVE	CHESTNUT ST	PHILLIPS ST	DRIVER 1	0.05	2061
WEDNESDAY	CONTEMPO ST	S CYPRESS AVE	S BOULDER AVE	DRIVER 1	0.10	2062
WEDNESDAY	S GOLD CT	CUL-DA-SEC	CONTEMPO ST	DRIVER 1	0.13	2063
WEDNESDAY	COPPER ST	CUL-DA-SEC	CONTEMPO ST	DRIVER 1	0.04	2064
WEDNESDAY	S BOULDER AVE	W LOCUST ST	W JACARANDA ST	DRIVER 1	0.04	2065
WEDNESDAY	W LOCUST ST	S CYPRESS AVE	S PALMETTO AVE	DRIVER 1	0.05	2066
WEDNESDAY	CYPRESS PARK	S CYPRESS AVE	W MISSION BLVD	DRIVER 1	0.52	2311

Zone #19

Contract Name: Ontario, CA Estimated Completion Time: 00:58 Minutes (01:12 Hours Leaf Season)

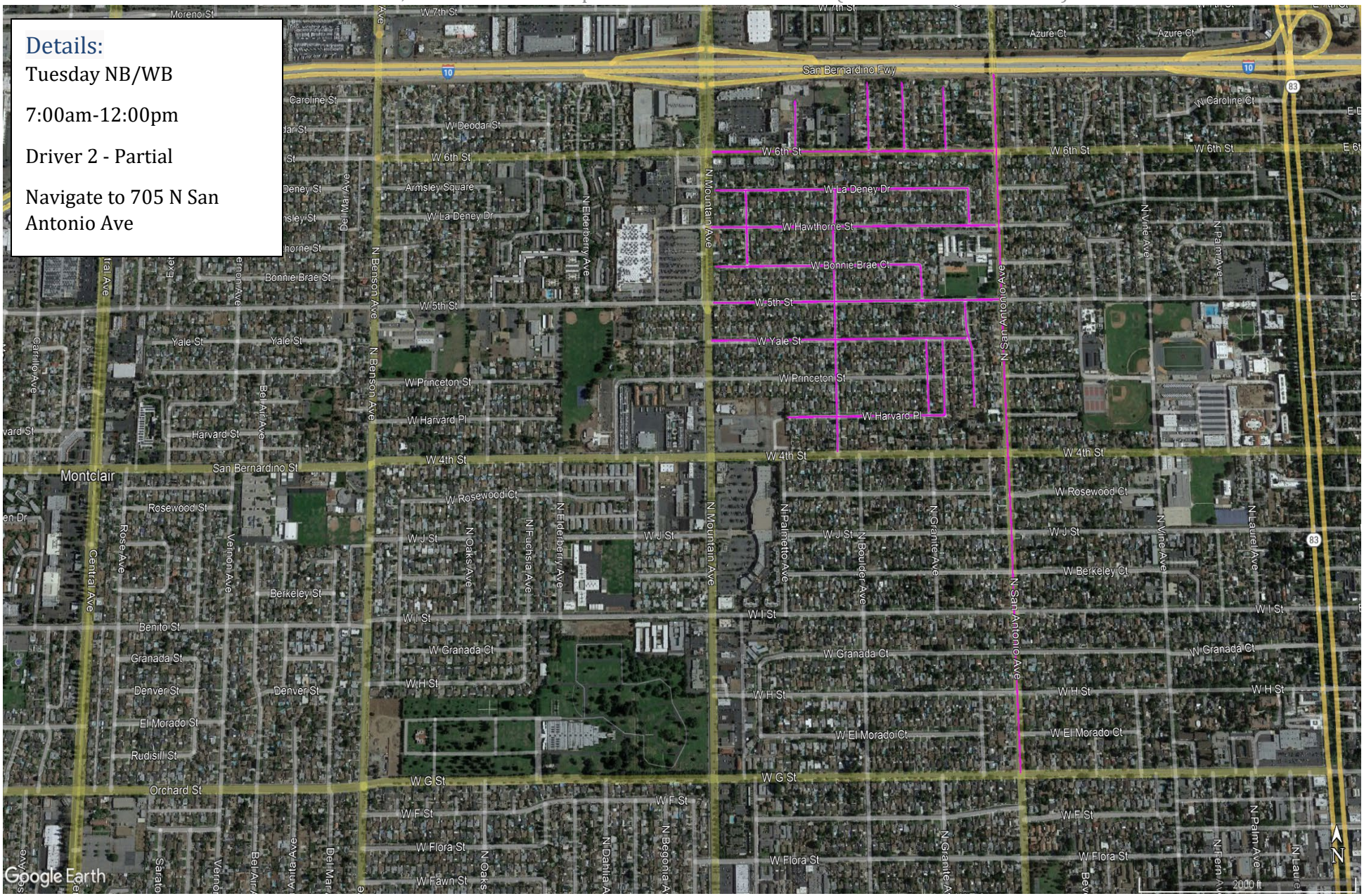
Details:

Tuesday NB/WB

7:00am-12:00pm

Driver 2 - Partial

Navigate to 705 N San Antonio Ave



District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
TUESDAY	W 6TH ST	N MOUNTAIN AVE	N SAN ANTONIO AVE	DRIVER 2	0.53	2097
TUESDAY	N CYPRESS AVE	W 6TH ST	CUL-DA-SEC	DRIVER 2	0.11	2098
TUESDAY	N GRANITE AVE	W 6TH ST	CUL-DA-SEC	DRIVER 2	0.12	2099
TUESDAY	N BOULDER AVE	W 6TH ST	CUL-DA-SEC	DRIVER 2	0.12	2100
TUESDAY	N PALMETTO AVE	W 6TH ST	CUL-DA-SEC	DRIVER 2	0.09	2101
TUESDAY	S SAN ANTONIO AVE	SAN BERNARDINO FWY	W G ST	DRIVER 2	1.13	2102
TUESDAY	N BOULDER AVE	W 4TH ST	W LA DENEY DR	DRIVER 2	0.43	2137
TUESDAY	W HARVARD PL	N GRANITE AVE	CUL-DA-SEC	DRIVER 2	0.29	2138
TUESDAY	N GRANITE AVE	W YALE ST	W HARVARD PL	DRIVER 2	0.12	2139
TUESDAY	W YALE ST	N CYPRESS AVE	N MOUNTAIN AVE	DRIVER 2	0.47	2141
TUESDAY	ALLEYWAY 4	W YALE ST	W HARVARD PL	DRIVER 2	0.12	2142
TUESDAY	N CYPRESS AVE	W 5TH ST	CUL-DA-SEC	DRIVER 2	0.17	2143
TUESDAY	W 5TH ST	N SAN ANTONIO AVE	N MOUNTAIN AVE	DRIVER 2	0.53	2144
TUESDAY	W BONNIE BRAE CT	W 5TH ST	CUL-DA-SEC	DRIVER 2	0.43	2145
TUESDAY	W HAWTHORNE ST	N SAN ANTONIO AVE	N MOUNTAIN AVE	DRIVER 2	0.53	2146
TUESDAY	N PALMETTO AVE	W BONNIE BRAE CT	W LA DENEY DR	DRIVER 2	0.12	2147
TUESDAY	N CYPRESS AVE	W HAWTHORNE ST	W LA DENEY DR	DRIVER 2	0.06	2148
TUESDAY	W LA DENEY DR	N CYPRESS AVE	CUL-DA-SEC	DRIVER 2	0.47	2149

Zone #19B

Contract Name: Ontario, CA Estimated Completion Time: 00:58 Minutes (01:12 Hours Leaf Season)

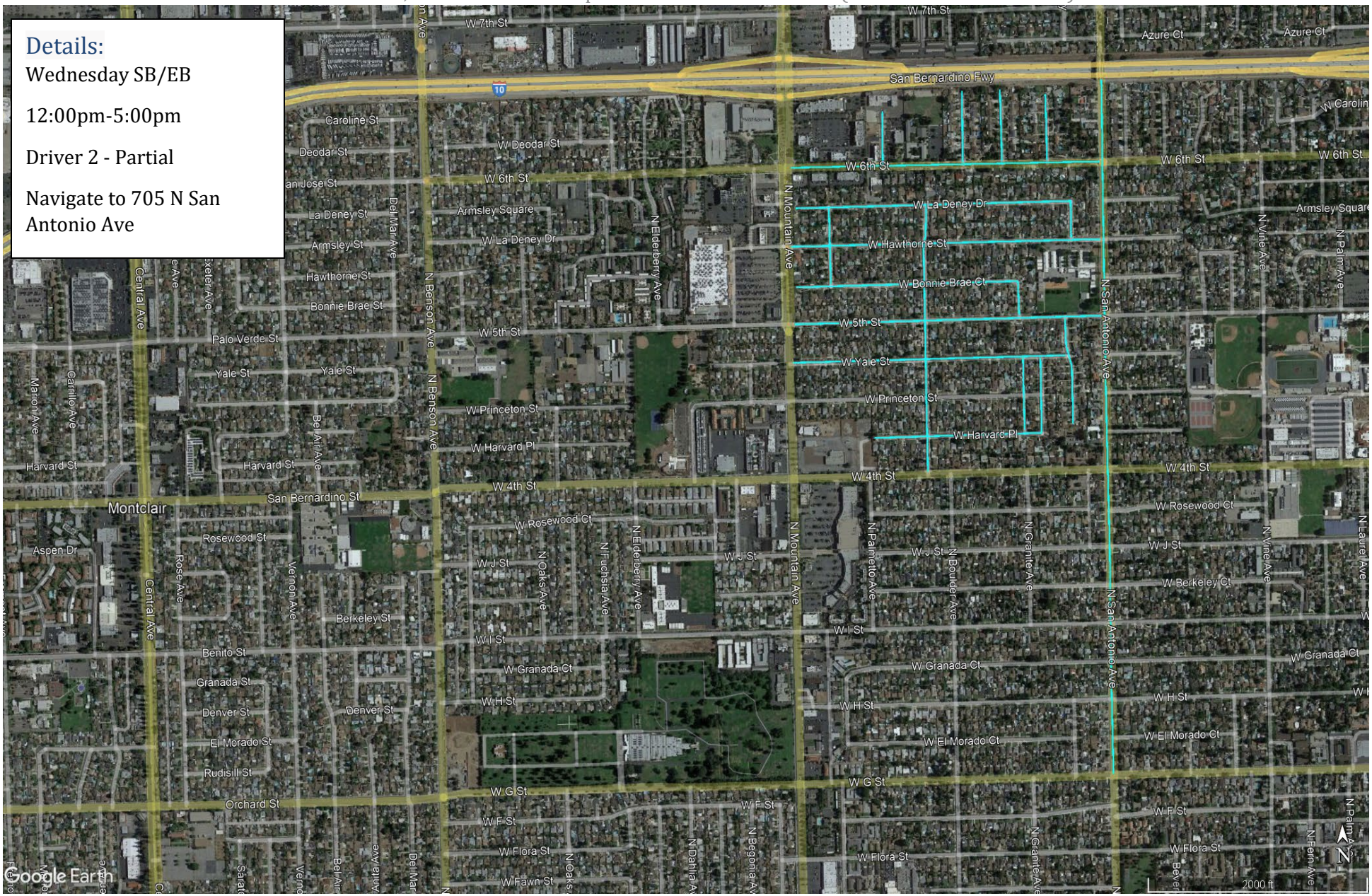
Details:

Wednesday SB/EB

12:00pm-5:00pm

Driver 2 - Partial

Navigate to 705 N San Antonio Ave



Zone #19B

Contract Name: Ontario, CA Estimated Completion Time: 00:58 Minutes (01:12 Hours Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
WEDNESDAY	W 6TH ST	N SAN ANTONIO AVE	N MOUNTAIN AVE	DRIVER 2	0.53	2097
WEDNESDAY	N CYPRESS AVE	CUL-DA-SEC	W 6TH ST	DRIVER 2	0.11	2098
WEDNESDAY	N GRANITE AVE	CUL-DA-SEC	W 6TH ST	DRIVER 2	0.12	2099
WEDNESDAY	N BOULDER AVE	CUL-DA-SEC	W 6TH ST	DRIVER 2	0.12	2100
WEDNESDAY	N PALMETTO AVE	CUL-DA-SEC	W 6TH ST	DRIVER 2	0.09	2101
WEDNESDAY	S SAN ANTONIO AVE	W G ST	SAN BERNARDINO FWY	DRIVER 2	1.13	2102
WEDNESDAY	N BOULDER AVE	W LA DENEY DR	W 4TH ST	DRIVER 2	0.43	2137
WEDNESDAY	W HARVARD PL	CUL-DA-SEC	N GRANITE AVE	DRIVER 2	0.29	2138
WEDNESDAY	N GRANITE AVE	W HARVARD PL	W YALE ST	DRIVER 2	0.12	2139
WEDNESDAY	W YALE ST	N MOUNTAIN AVE	N CYPRESS AVE	DRIVER 2	0.47	2141
WEDNESDAY	ALLEYWAY 4	W HARVARD PL	W YALE ST	DRIVER 2	0.12	2142
WEDNESDAY	N CYPRESS AVE	CUL-DA-SEC	W 5TH ST	DRIVER 2	0.17	2143
WEDNESDAY	W 5TH ST	N MOUNTAIN AVE	N SAN ANTONIO AVE	DRIVER 2	0.53	2144
WEDNESDAY	W BONNIE BRAE CT	CUL-DA-SEC	W 5TH ST	DRIVER 2	0.43	2145
WEDNESDAY	W HAWTHORNE ST	N MOUNTAIN AVE	N SAN ANTONIO AVE	DRIVER 2	0.53	2146
WEDNESDAY	N PALMETTO AVE	W LA DENEY DR	W BONNIE BRAE CT	DRIVER 2	0.12	2147
WEDNESDAY	N CYPRESS AVE	W LA DENEY DR	W HAWTHORNE ST	DRIVER 2	0.06	2148
WEDNESDAY	W LA DENEY DR	CUL-DA-SEC	N CYPRESS AVE	DRIVER 2	0.47	2149

Zone #20

Contract Name: Ontario, CA Estimated Completion Time: 00:58 Minutes (01:13 Hours Leaf Season)

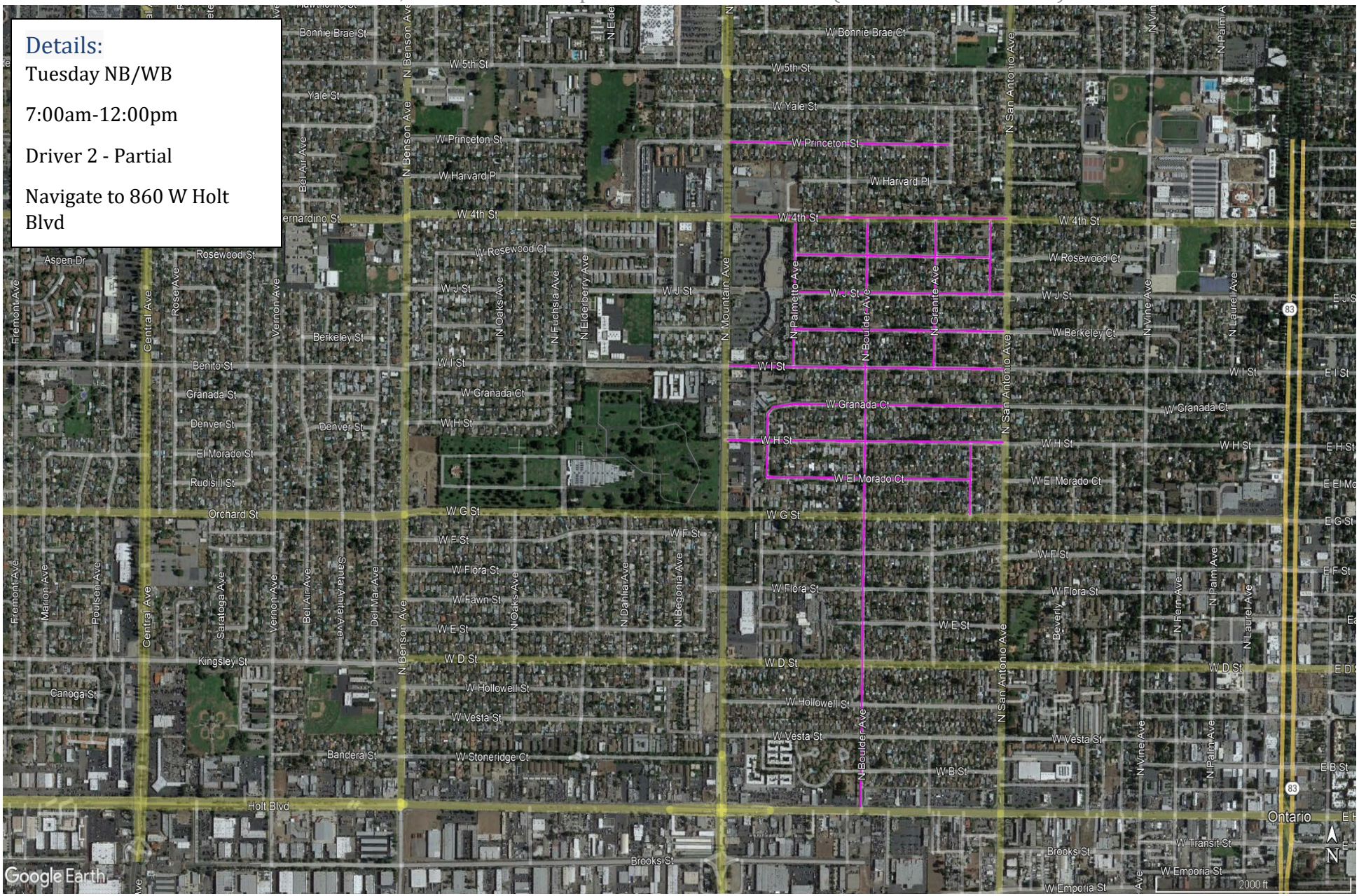
Details:

Tuesday NB/WB

7:00am-12:00pm

Driver 2 - Partial

Navigate to 860 W Holt Blvd



District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
TUESDAY	N BOULDER AVE	HOLT BLVD	W 4TH ST	DRIVER 2	0.99	2113
TUESDAY	N CYPRESS AVE	W G ST	W H ST	DRIVER 2	0.12	2124
TUESDAY	W EL MORADO CT	N CYPRESS AVE	N PALMETTO AVE	DRIVER 2	0.39	2125
TUESDAY	N PALMETTO AVE	W EL MORADO CT	W GRANADA CT	DRIVER 2	0.11	2126
TUESDAY	W H ST	N PALMETTO AVE	N MOUNTAIN AVE	DRIVER 2	0.53	2127
TUESDAY	W GRANADA CT	N PALMETTO AVE	S SAN ANTONIO AVE	DRIVER 2	0.46	2128
TUESDAY	W I ST	N PALMETTO AVE	S SAN ANTONIO AVE	DRIVER 2	0.53	2129
TUESDAY	N PALMETTO AVE	W I ST	W 4TH ST	DRIVER 2	0.24	2130
TUESDAY	N GRANITE AVE	W I ST	W 4TH ST	DRIVER 2	0.24	2131
TUESDAY	W BERKELEY CT	N SAN ANTONIO AVE	N PALMETTO AVE	DRIVER 2	0.40	2132
TUESDAY	W J ST	N SAN ANTONIO AVE	N PALMETTO AVE	DRIVER 2	0.40	2133
TUESDAY	W ROSEWOOD CT	N SAN ANTONIO AVE	N PALMETTO AVE	DRIVER 2	0.37	2134
TUESDAY	ALLEYWAY 3	W 4TH ST	W J ST	DRIVER 2	0.12	2135
TUESDAY	W 4TH ST	N SAN ANTONIO AVE	N MOUNTAIN AVE	DRIVER 2	0.53	2136
TUESDAY	W PRINCETON ST	N GRANITE AVE	N MOUNTAIN AVE	DRIVER 2	0.42	2140

Zone #20B

Contract Name: Ontario, CA Estimated Completion Time: 00:58 Minutes (01:13 Hours Leaf Season)

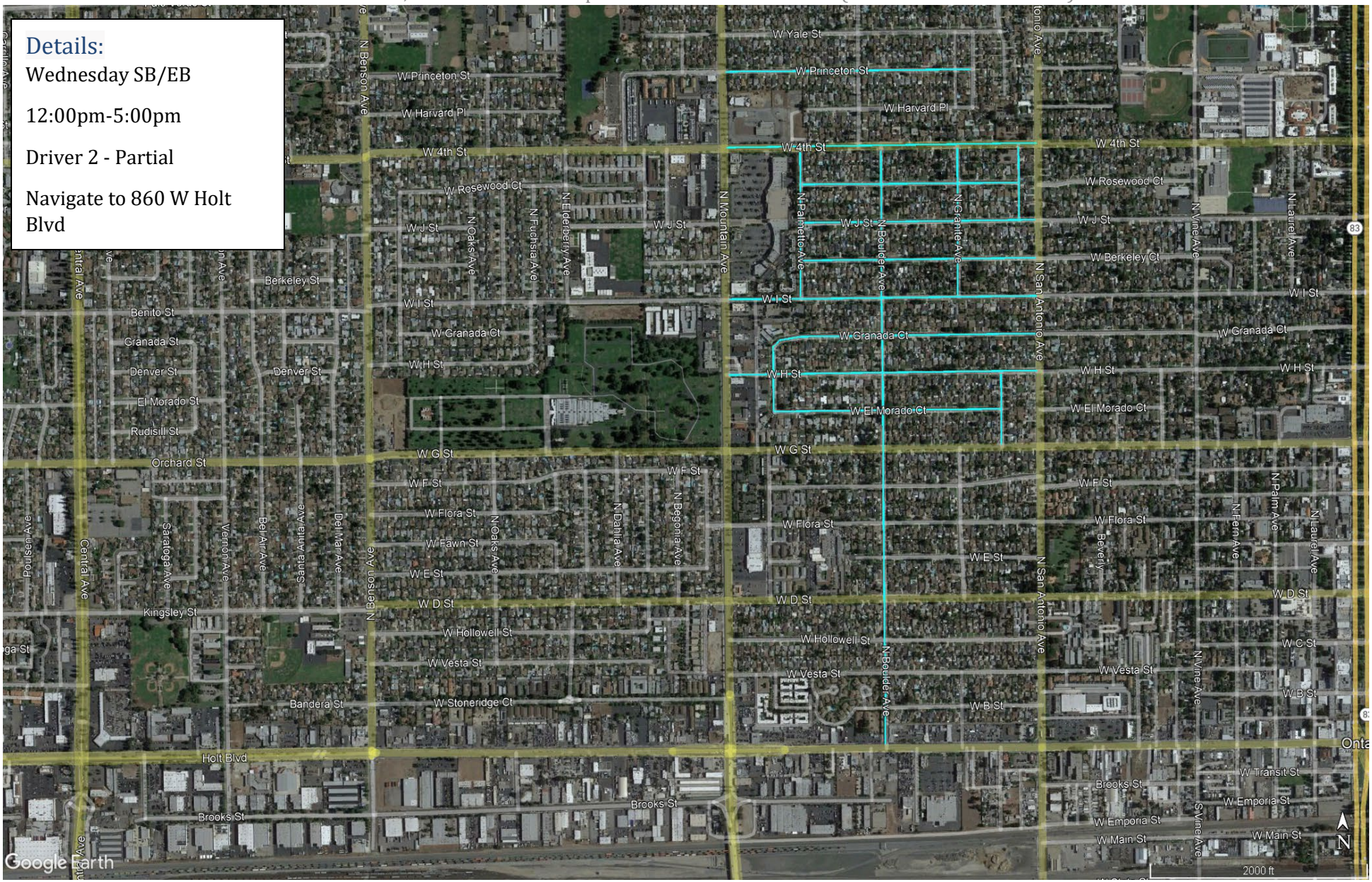
Details:

Wednesday SB/EB

12:00pm-5:00pm

Driver 2 - Partial

Navigate to 860 W Holt Blvd



Zone #20B

Contract Name: Ontario, CA Estimated Completion Time: 00:58 Minutes (01:13 Hours Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
WEDNESDAY	N BOULDER AVE	W 4TH ST	HOLT BLVD	DRIVER 2	0.99	2113
WEDNESDAY	N CYPRESS AVE	W H ST	W G ST	DRIVER 2	0.12	2124
WEDNESDAY	W EL MORADO CT	N PALMETTO AVE	N CYPRESS AVE	DRIVER 2	0.39	2125
WEDNESDAY	N PALMETTO AVE	W GRANADA CT	W EL MORADO CT	DRIVER 2	0.11	2126
WEDNESDAY	W H ST	N MOUNTAIN AVE	N PALMETTO AVE	DRIVER 2	0.53	2127
WEDNESDAY	W GRANADA CT	S SAN ANTONIO AVE	N PALMETTO AVE	DRIVER 2	0.46	2128
WEDNESDAY	W I ST	S SAN ANTONIO AVE	N PALMETTO AVE	DRIVER 2	0.53	2129
WEDNESDAY	N PALMETTO AVE	W 4TH ST	W I ST	DRIVER 2	0.24	2130
WEDNESDAY	N GRANITE AVE	W 4TH ST	W I ST	DRIVER 2	0.24	2131
WEDNESDAY	W BERKELEY CT	N PALMETTO AVE	N SAN ANTONIO AVE	DRIVER 2	0.40	2132
WEDNESDAY	W J ST	N PALMETTO AVE	N SAN ANTONIO AVE	DRIVER 2	0.40	2133
WEDNESDAY	W ROSEWOOD CT	N PALMETTO AVE	N SAN ANTONIO AVE	DRIVER 2	0.37	2134
WEDNESDAY	ALLEYWAY 3	W J ST	W 4TH ST	DRIVER 2	0.12	2135
WEDNESDAY	W 4TH ST	N MOUNTAIN AVE	N SAN ANTONIO AVE	DRIVER 2	0.53	2136
WEDNESDAY	W PRINCETON ST	N MOUNTAIN AVE	N GRANITE AVE	DRIVER 2	0.42	2140

Zone #21

Contract Name: Ontario, CA Estimated Completion Time: 00:59 Minutes (01:14 Hours Leaf Season)

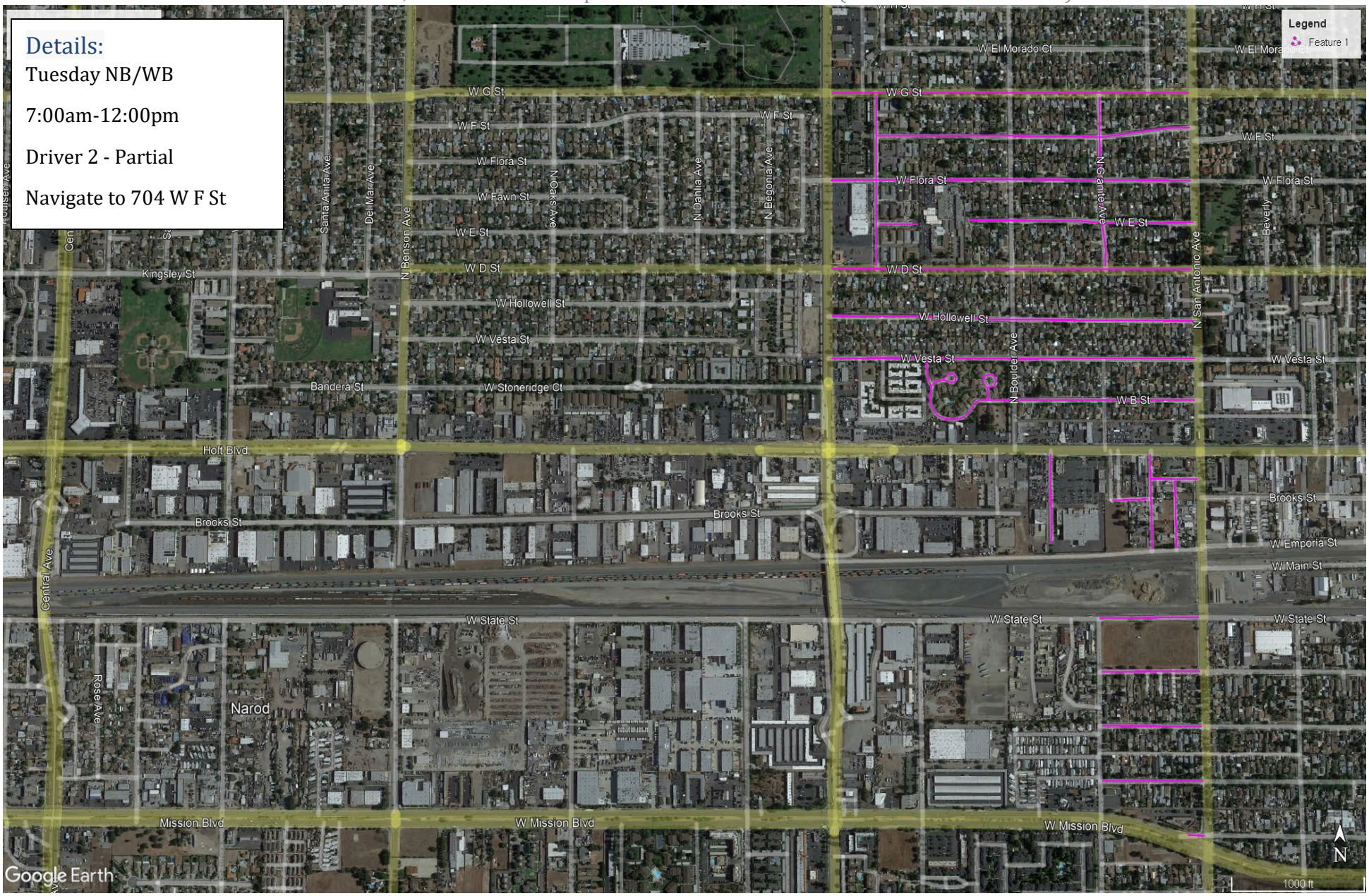
Details:

Tuesday NB/WB

7:00am-12:00pm

Driver 2 - Partial

Navigate to 704 W F St



District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
TUESDAY	W NEVADA ST	S CYPRESS AVE	S SAN ANTONIO AVE	DRIVER 2	0.14	2093
TUESDAY	W SUNKIST ST	S CYPRESS AVE	S SAN ANTONIO AVE	DRIVER 2	0.14	2094
TUESDAY	W PARK ST	S CYPRESS AVE	S SAN ANTONIO AVE	DRIVER 2	0.14	2095
TUESDAY	W STATE ST	S CYPRESS AVE	S SAN ANTONIO AVE	DRIVER 2	0.14	2096
TUESDAY	S GRANITE AVE	HOLT BLVD	DEAD END	DRIVER 2	0.12	2104
TUESDAY	S CYPRESS AVE	HOLT BLVD	DEAD END	DRIVER 2	0.13	2105
TUESDAY	S BROOKS ST	S CYPRESS AVE	DEAD END	DRIVER 2	0.05	2106
TUESDAY	ALLEYWAY 1	S CYPRESS AVE	S SAN ANTONIO AVE	DRIVER 2	0.07	2107
TUESDAY	ALLEYWAY 2	ALLEYWAY 1	DEAD END	DRIVER 2	0.09	2108
TUESDAY	W B ST	S SAN ANTONIO AVE	N BOULDER AVE	DRIVER 2	0.26	2109
TUESDAY	CONE FLOWER LN	N BOULDER AVE	W VESTA ST	DRIVER 2	0.20	2110
TUESDAY	PINYON CT	CONE FLOWER LN	CUL-DA-SEC	DRIVER 2	0.07	2111
TUESDAY	ALPINE CT	CONE FLOWER LN	CUL-DA-SEC	DRIVER 2	0.07	2112
TUESDAY	W VESTA ST	N SAN ANTONIO AVE	N MOUNTAIN AVE	DRIVER 2	0.53	2114
TUESDAY	W HOLLOWELL ST	N SAN ANTONIO AVE	N MOUNTAIN AVE	DRIVER 2	0.53	2115
TUESDAY	W D ST	N SAN ANTONIO AVE	N MOUNTAIN AVE	DRIVER 2	0.53	2116
TUESDAY	N GRANITE AVE	W D ST	W G ST	DRIVER 2	0.24	2117
TUESDAY	W E ST	S SAN ANTONIO AVE	CUL-DA-SEC	DRIVER 2	0.33	2118
TUESDAY	W E ST	N PALMETTO AVE	CUL-DA-SEC	DRIVER 2	0.06	2119
TUESDAY	N PALMETTO AVE	W D ST	W G ST	DRIVER 2	0.24	2120
TUESDAY	W FLORA ST	S SAN ANTONIO AVE	N MOUNTAIN AVE	DRIVER 2	0.53	2121
TUESDAY	W F ST	N PALMETTO AVE	S SAN ANTONIO AVE	DRIVER 2	0.46	2122
TUESDAY	W G ST	N PALMETTO AVE	N MOUNTAIN AVE	DRIVER 2	0.53	2123
TUESDAY	W CALIFORNIA ST	S SAN ANTONIO AVE	W MISSION BLVD	DRIVER 2	0.02	2150

Zone #21B

Contract Name: Ontario, CA Estimated Completion Time: 00:59 Minutes (01:14 Hours Leaf Season)

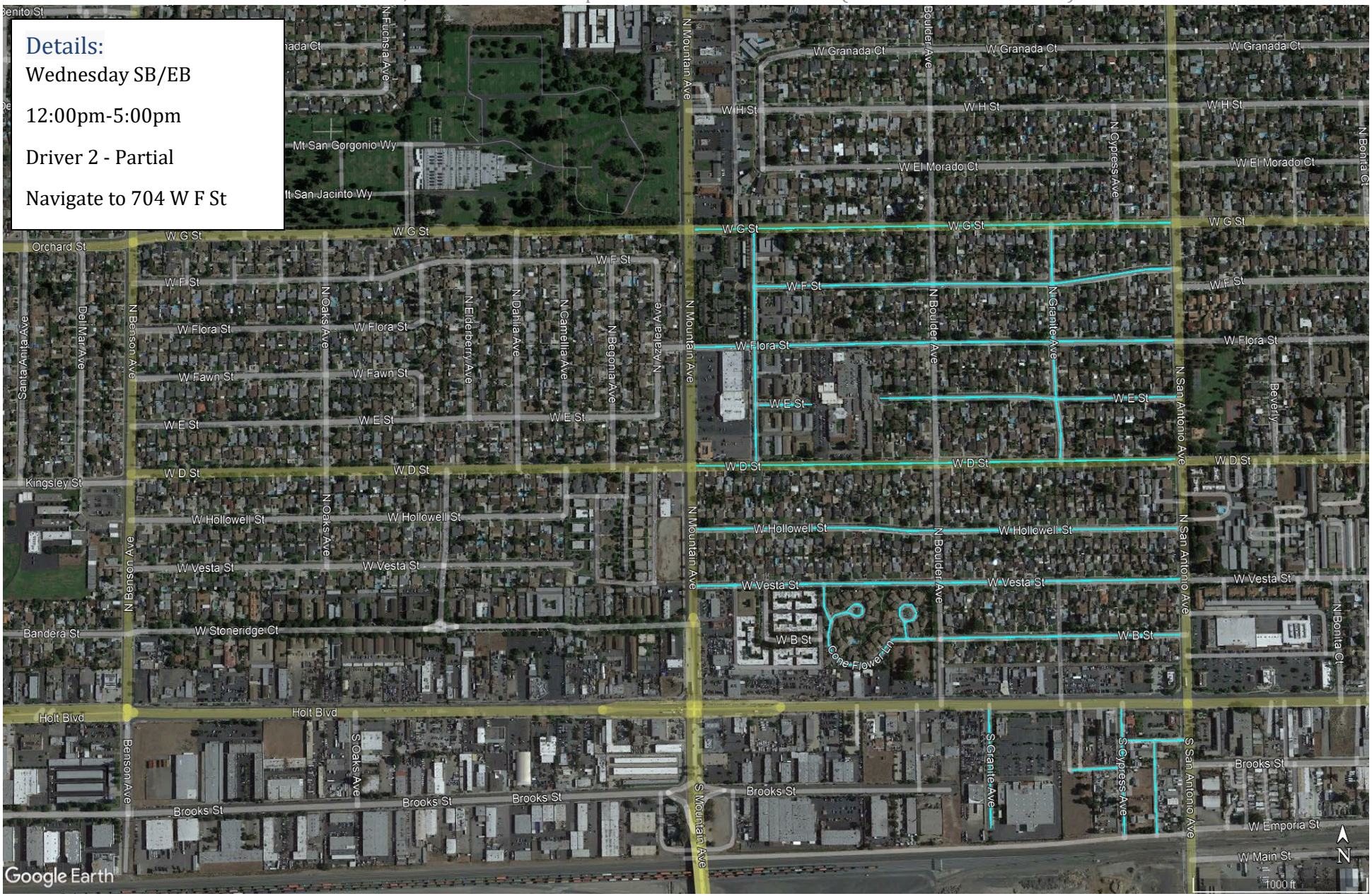
Details:

Wednesday SB/EB

12:00pm-5:00pm

Driver 2 - Partial

Navigate to 704 W F St



Zone #21B

Contract Name: Ontario, CA Estimated Completion Time: 00:59 Minutes (01:14 Hours Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
WEDNESDAY	W NEVADA ST	S SAN ANTONIO AVE	S CYPRESS AVE	DRIVER 2	0.14	2093
WEDNESDAY	W SUNKIST ST	S SAN ANTONIO AVE	S CYPRESS AVE	DRIVER 2	0.14	2094
WEDNESDAY	W PARK ST	S SAN ANTONIO AVE	S CYPRESS AVE	DRIVER 2	0.14	2095
WEDNESDAY	W STATE ST	S SAN ANTONIO AVE	S CYPRESS AVE	DRIVER 2	0.14	2096
WEDNESDAY	S GRANITE AVE	DEAD END	HOLT BLVD	DRIVER 2	0.12	2104
WEDNESDAY	S CYPRESS AVE	DEAD END	HOLT BLVD	DRIVER 2	0.13	2105
WEDNESDAY	S BROOKS ST	DEAD END	S CYPRESS AVE	DRIVER 2	0.05	2106
WEDNESDAY	ALLEYWAY 1	S SAN ANTONIO AVE	S CYPRESS AVE	DRIVER 2	0.07	2107
WEDNESDAY	ALLEYWAY 2	DEAD END	ALLEYWAY 1	DRIVER 2	0.09	2108
WEDNESDAY	W B ST	N BOULDER AVE	S SAN ANTONIO AVE	DRIVER 2	0.26	2109
WEDNESDAY	CONE FLOWER LN	W VESTA ST	N BOULDER AVE	DRIVER 2	0.20	2110
WEDNESDAY	PINYON CT	CUL-DA-SEC	CONE FLOWER LN	DRIVER 2	0.07	2111
WEDNESDAY	ALPINE CT	CUL-DA-SEC	CONE FLOWER LN	DRIVER 2	0.07	2112
WEDNESDAY	W VESTA ST	N MOUNTAIN AVE	N SAN ANTONIO AVE	DRIVER 2	0.53	2114
WEDNESDAY	W HOLLOWELL ST	N MOUNTAIN AVE	N SAN ANTONIO AVE	DRIVER 2	0.53	2115
WEDNESDAY	W D ST	N MOUNTAIN AVE	N SAN ANTONIO AVE	DRIVER 2	0.53	2116
WEDNESDAY	N GRANITE AVE	W G ST	W D ST	DRIVER 2	0.24	2117
WEDNESDAY	W E ST	CUL-DA-SEC	S SAN ANTONIO AVE	DRIVER 2	0.33	2118
WEDNESDAY	W E ST	CUL-DA-SEC	N PALMETTO AVE	DRIVER 2	0.06	2119
WEDNESDAY	N PALMETTO AVE	W G ST	W D ST	DRIVER 2	0.24	2120
WEDNESDAY	W FLORA ST	N MOUNTAIN AVE	S SAN ANTONIO AVE	DRIVER 2	0.53	2121
WEDNESDAY	W F ST	S SAN ANTONIO AVE	N PALMETTO AVE	DRIVER 2	0.46	2122
WEDNESDAY	W G ST	N MOUNTAIN AVE	N PALMETTO AVE	DRIVER 2	0.53	2123
WEDNESDAY	W CALIFORNIA ST	W MISSION BLVD	S SAN ANTONIO AVE	DRIVER 2	0.02	2150

Zone #22

Contract Name: Ontario, CA Estimated Completion Time: 00:15 Minutes (00:19 Minutes Leaf Season)

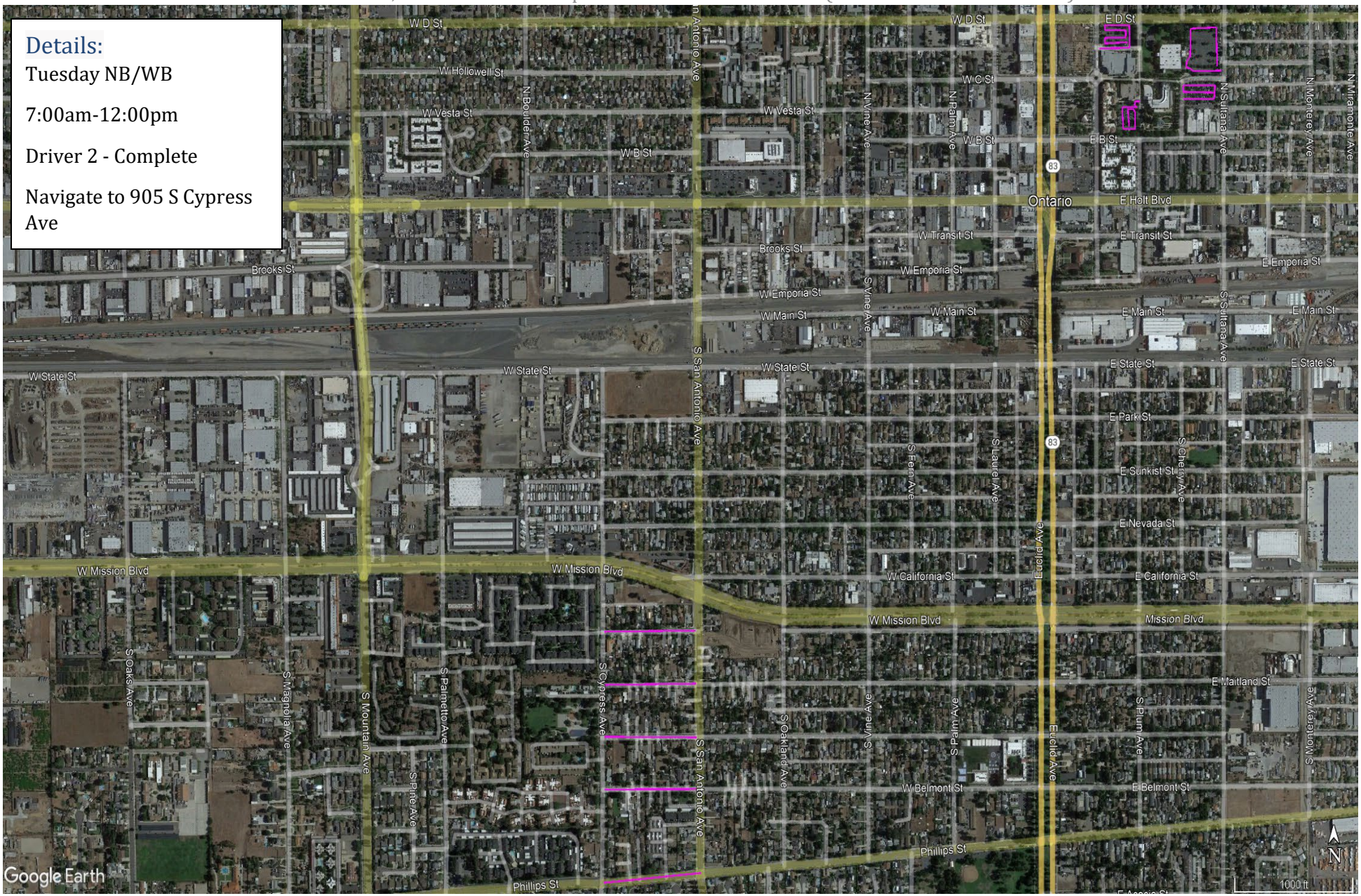
Details:

Tuesday NB/WB

7:00am-12:00pm

Driver 2 - Complete

Navigate to 905 S Cypress Ave



Zone #22

Contract Name: Ontario, CA Estimated Completion Time: 00:15 Minutes (00:19 Minutes Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
TUESDAY	PHILLIPS ST	S CYPRESS AVE	S SAN ANTONIO AVE	DRIVER 2	0.16	2088
TUESDAY	W BELMONT ST	S CYPRESS AVE	S SAN ANTONIO AVE	DRIVER 2	0.15	2089
TUESDAY	W RALSTON ST	S CYPRESS AVE	S SAN ANTONIO AVE	DRIVER 2	0.15	2090
TUESDAY	W MAITLAND ST	S CYPRESS AVE	S SAN ANTONIO AVE	DRIVER 2	0.15	2091
TUESDAY	W CARLTON ST	S CYPRESS AVE	S SAN ANTONIO AVE	DRIVER 2	0.14	2092
TUESDAY	LIBRARY LOT	E D ST	N LEMON AVE	DRIVER 2	0.25	2312
TUESDAY	CITY HALL LOT	E D ST	N SULTANA AVE	DRIVER 2	0.21	2313
TUESDAY	FIRE STATION LOT	E C ST	N SULTANA AVE	DRIVER 2	0.18	2314
TUESDAY	SENIOR CENTER LOT	N LEMON AVE	E B ST	DRIVER 2	0.15	2315

Zone #22B

Contract Name: Ontario, CA Estimated Completion Time: 00:15 Minutes (00:19 Minutes Leaf Season)

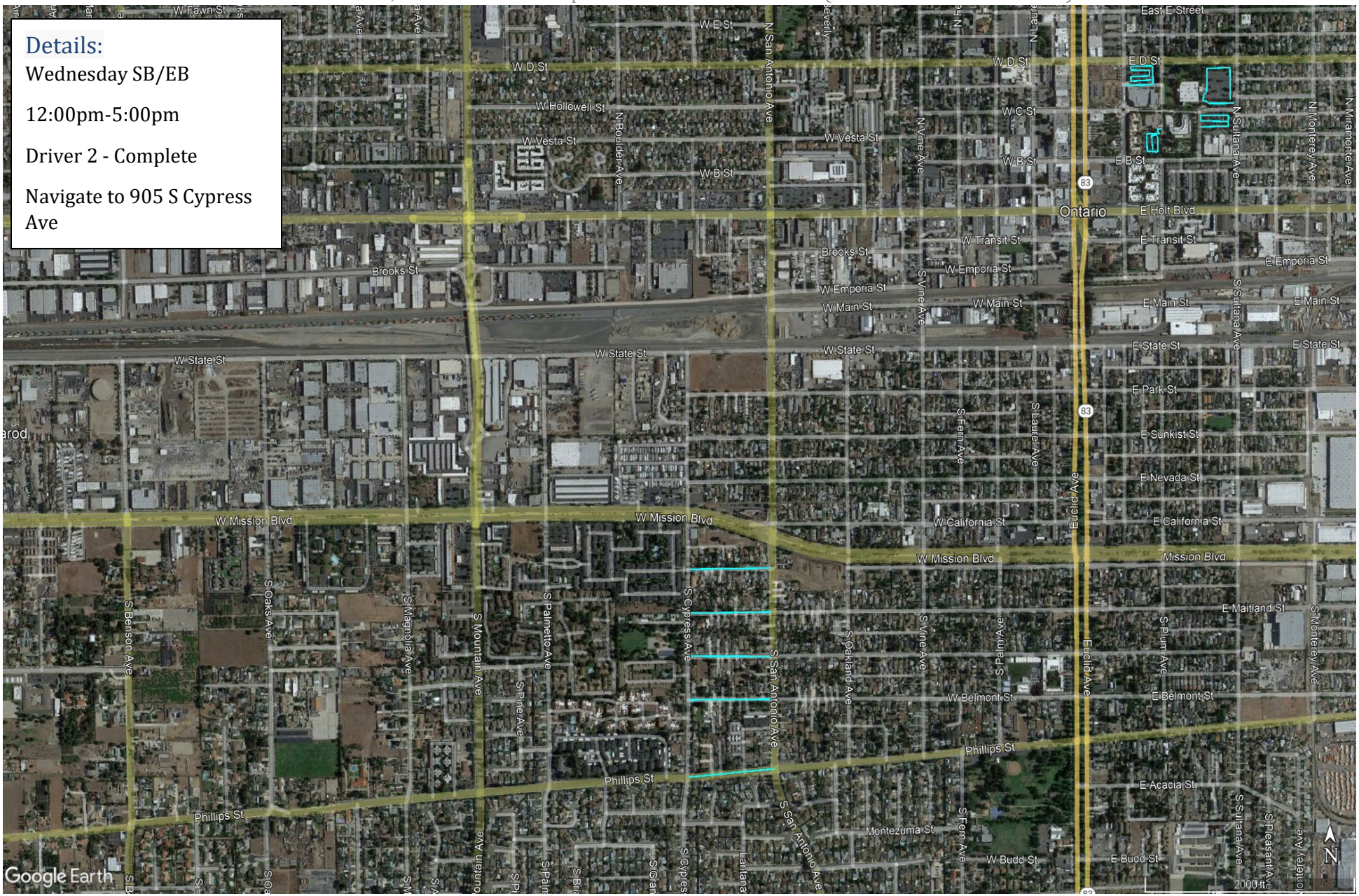
Details:

Wednesday SB/EB

12:00pm-5:00pm

Driver 2 - Complete

Navigate to 905 S Cypress Ave



Zone #22B

Contract Name: Ontario, CA Estimated Completion Time: 00:15 Minutes (00:19 Minutes Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
WEDNESDAY	PHILLIPS ST	S SAN ANTONIO AVE	S CYPRESS AVE	DRIVER 2	0.16	2088
WEDNESDAY	W BELMONT ST	S SAN ANTONIO AVE	S CYPRESS AVE	DRIVER 2	0.15	2089
WEDNESDAY	W RALSTON ST	S SAN ANTONIO AVE	S CYPRESS AVE	DRIVER 2	0.15	2090
WEDNESDAY	W MAITLAND ST	S SAN ANTONIO AVE	S CYPRESS AVE	DRIVER 2	0.15	2091
WEDNESDAY	W CARLTON ST	S SAN ANTONIO AVE	S CYPRESS AVE	DRIVER 2	0.14	2092
WEDNESDAY	LIBRARY LOT	N LEMON AVE	E D ST	DRIVER 2	0.25	2312
WEDNESDAY	CITY HALL LOT	N SULTANA AVE	E D ST	DRIVER 2	0.21	2313
WEDNESDAY	FIRE STATION LOT	N SULTANA AVE	E C ST	DRIVER 2	0.18	2314
WEDNESDAY	SENIOR CENTER LOT	E B ST	N LEMON AVE	DRIVER 2	0.15	2315

Zone #23

Contract Name: Ontario, CA Estimated Completion Time: 00:58 Minutes (01:13 Hours Leaf Season)

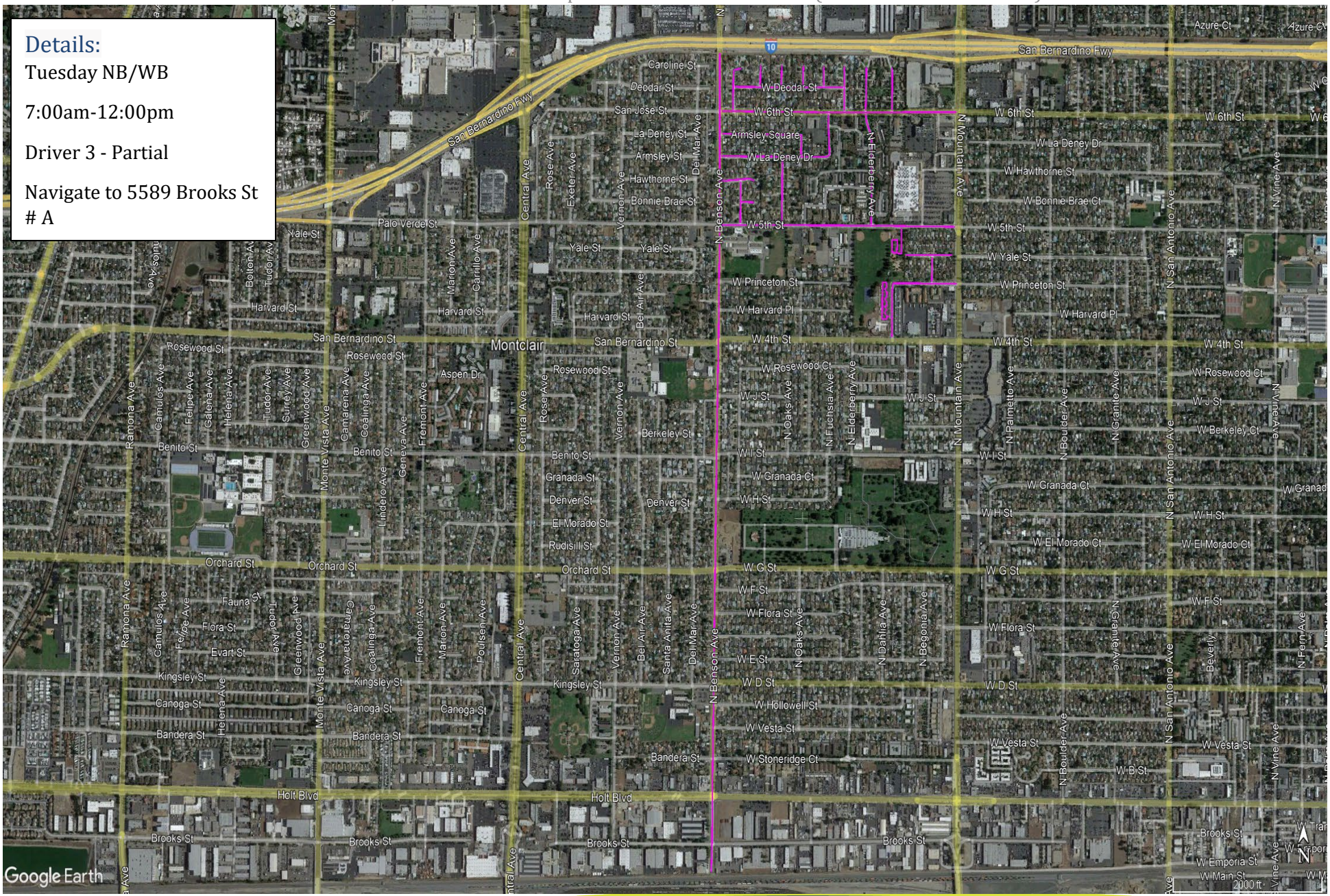
Details:

Tuesday NB/WB

7:00am-12:00pm

Driver 3 - Partial

Navigate to 5589 Brooks St # A



District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
TUESDAY	W 6TH ST	N BENSON AVE	N MOUNTAIN AVE	DRIVER 3	0.60	2155
TUESDAY	N DAHLIA CT	W 6TH ST	CUL-DA-SEC	DRIVER 3	0.10	2156
TUESDAY	N ELDERBERRY CT	W 6TH ST	CUL-DA-SEC	DRIVER 3	0.10	2157
TUESDAY	N FUCHSIA AVE	W 6TH ST	CUL-DA-SEC	DRIVER 3	0.10	2158
TUESDAY	W DEODAR ST	N FUCHSIA AVE	N JASMINE CT	DRIVER 3	0.28	2159
TUESDAY	N GARDENIA CT	W DEODAR ST	CUL-DA-SEC	DRIVER 3	0.04	2160
TUESDAY	N OAKS CT	W DEODAR ST	CUL-DA-SEC	DRIVER 3	0.04	2161
TUESDAY	N HELEN CT	W DEODAR ST	CUL-DA-SEC	DRIVER 3	0.04	2162
TUESDAY	N IRIS CT	W DEODAR ST	CUL-DA-SEC	DRIVER 3	0.04	2163
TUESDAY	N JASMINE CT	W DEODAR ST	CUL-DA-SEC	DRIVER 3	0.11	2164
TUESDAY	N GARDENIA AVE	W 6TH ST	W LA DENEY DR	DRIVER 3	0.09	2165
TUESDAY	W LA DENEY DR	N GARDENIA AVE	N BENSON AVE	DRIVER 3	0.28	2166
TUESDAY	N HELEN AVE	W LA DENEY DR	ARMSLEY SQUARE	DRIVER 3	0.05	2167
TUESDAY	ARMSLEY SQUARE	N HELEN AVE	N BENSON AVE	DRIVER 3	0.20	2168
TUESDAY	N ELDERBERRY AVE	W 6TH ST	W 5TH ST	DRIVER 3	0.24	2169
TUESDAY	N HELEN AVE	W LA DENEY DR	W 5TH ST	DRIVER 3	0.14	2170
TUESDAY	W HAWTHORNE ST	N BENSON AVE	CUL-DA-SEC	DRIVER 3	0.09	2171
TUESDAY	N JASMINE AVE	W HAWTHORNE ST	W 5TH ST	DRIVER 3	0.09	2172
TUESDAY	BONNIE BRAE CT	N JASMINIE AVE	CUL-DA-SEC	DRIVER 3	0.03	2173
TUESDAY	W 5TH ST	N BENSON AVE	N MOUNTAIN AVE	DRIVER 3	0.60	2174
TUESDAY	W YALE ST	CUL-DA-SEC	CUL-DA-SEC	DRIVER 3	0.12	2175
TUESDAY	N AZALEA AVE	W YALE ST	W PRINCETON ST	DRIVER 3	0.06	2176
TUESDAY	W PRINCETON ST	N MOUNTAIN AVE	N CAMELLIA AVE	DRIVER 3	0.16	2177
TUESDAY	N CAMELLIA AVE	W PRINCETON ST	W 4TH ST	DRIVER 3	0.12	2178
TUESDAY	N BENSON AVE	SAN BERNARDINO FWY	DEAD END	DRIVER 3	1.80	2230
TUESDAY	ANTHONY MUNOZ PARK LOT A	W 4TH ST	N CAMELLIA AVE	DRIVER 3	0.21	2316
TUESDAY	ANTHONY MUNOZ PARK LOT B	W YALE ST	W 5TH ST	DRIVER 3	0.15	2317

Zone #23B

Contract Name: Ontario, CA Estimated Completion Time: 00:58 Minutes (01:13 Hours Leaf Season)

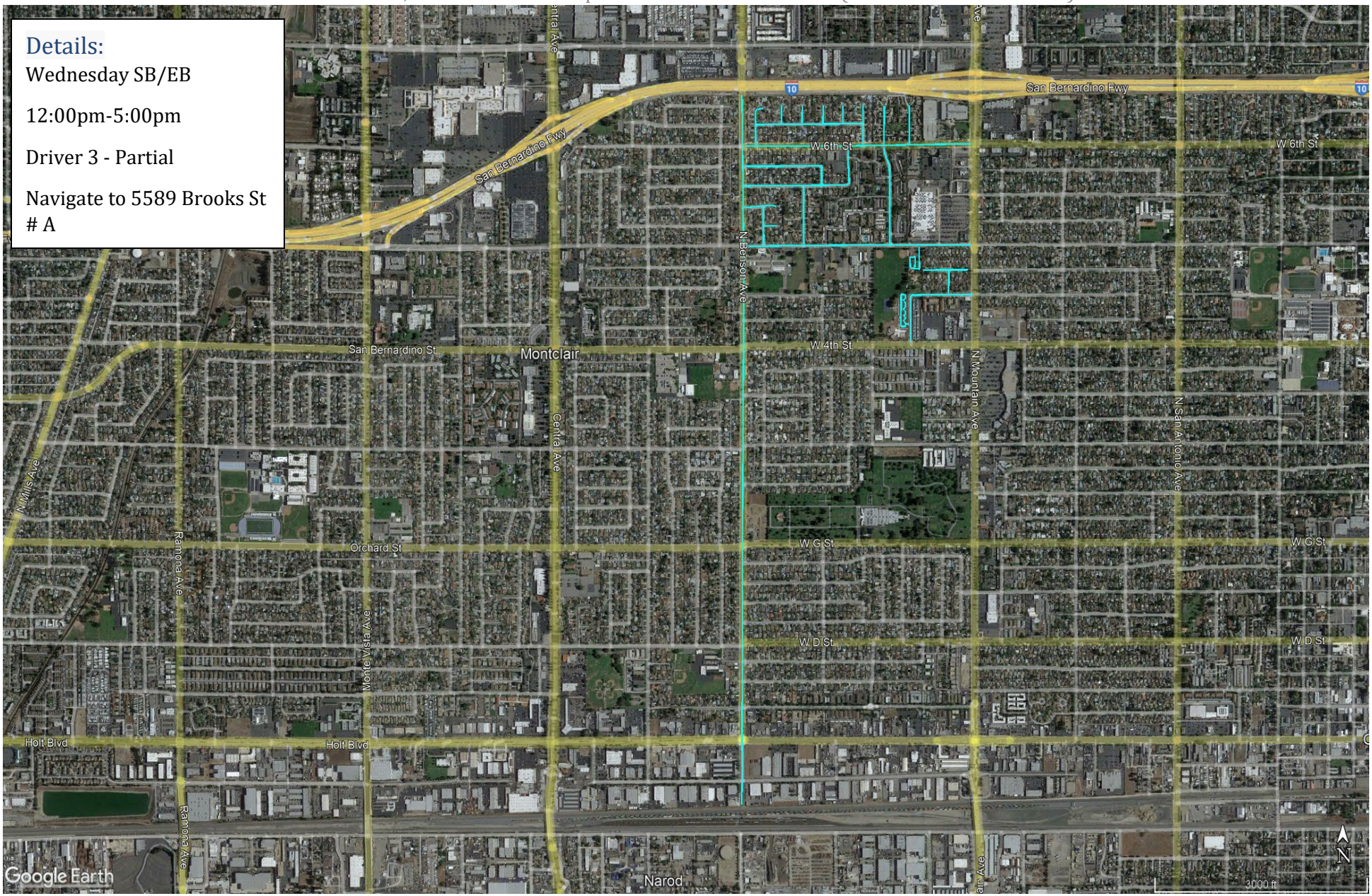
Details:

Wednesday SB/EB

12:00pm-5:00pm

Driver 3 - Partial

Navigate to 5589 Brooks St # A



District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
WEDNESDAY	W 6TH ST	N MOUNTAIN AVE	N BENSON AVE	DRIVER 3	0.60	2155
WEDNESDAY	N DAHLIA CT	CUL-DA-SEC	W 6TH ST	DRIVER 3	0.10	2156
WEDNESDAY	N ELDERBERRY CT	CUL-DA-SEC	W 6TH ST	DRIVER 3	0.10	2157
WEDNESDAY	N FUCHSIA AVE	CUL-DA-SEC	W 6TH ST	DRIVER 3	0.10	2158
WEDNESDAY	W DEODAR ST	N JASMINE CT	N FUCHSIA AVE	DRIVER 3	0.28	2159
WEDNESDAY	N GARDENIA CT	CUL-DA-SEC	W DEODAR ST	DRIVER 3	0.04	2160
WEDNESDAY	N OAKS CT	CUL-DA-SEC	W DEODAR ST	DRIVER 3	0.04	2161
WEDNESDAY	N HELEN CT	CUL-DA-SEC	W DEODAR ST	DRIVER 3	0.04	2162
WEDNESDAY	N IRIS CT	CUL-DA-SEC	W DEODAR ST	DRIVER 3	0.04	2163
WEDNESDAY	N JASMINE CT	CUL-DA-SEC	W DEODAR ST	DRIVER 3	0.11	2164
WEDNESDAY	N GARDENIA AVE	W LA DENEY DR	W 6TH ST	DRIVER 3	0.09	2165
WEDNESDAY	W LA DENEY DR	N BENSON AVE	N GARDENIA AVE	DRIVER 3	0.28	2166
WEDNESDAY	N HELEN AVE	ARMSLEY SQUARE	W LA DENEY DR	DRIVER 3	0.05	2167
WEDNESDAY	ARMSLEY SQUARE	N BENSON AVE	N HELEN AVE	DRIVER 3	0.20	2168
WEDNESDAY	N ELDERBERRY AVE	W 5TH ST	W 6TH ST	DRIVER 3	0.24	2169
WEDNESDAY	N HELEN AVE	W 5TH ST	W LA DENEY DR	DRIVER 3	0.14	2170
WEDNESDAY	W HAWTHORNE ST	CUL-DA-SEC	N BENSON AVE	DRIVER 3	0.09	2171
WEDNESDAY	N JASMINE AVE	W 5TH ST	W HAWTHORNE ST	DRIVER 3	0.09	2172
WEDNESDAY	BONNIE BRAE CT	CUL-DA-SEC	N JASMINIE AVE	DRIVER 3	0.03	2173
WEDNESDAY	W 5TH ST	N MOUNTAIN AVE	N BENSON AVE	DRIVER 3	0.60	2174
WEDNESDAY	W YALE ST	CUL-DA-SEC	CUL-DA-SEC	DRIVER 3	0.12	2175
WEDNESDAY	N AZALEA AVE	W PRINCETON ST	W YALE ST	DRIVER 3	0.06	2176
WEDNESDAY	W PRINCETON ST	N CAMELLIA AVE	N MOUNTAIN AVE	DRIVER 3	0.16	2177
WEDNESDAY	N CAMELLIA AVE	W 4TH ST	W PRINCETON ST	DRIVER 3	0.12	2178
WEDNESDAY	N BENSON AVE	DEAD END	SAN BERNARDINO FWY	DRIVER 3	1.80	2230
WEDNESDAY	ANTHONY MUNOZ PARK LOT A	N CAMELLIA AVE	W 4TH ST	DRIVER 3	0.21	2316
WEDNESDAY	ANTHONY MUNOZ PARK LOT B	W 5TH ST	W YALE ST	DRIVER 3	0.15	2317

Zone #24

Contract Name: Ontario, CA Estimated Completion Time: 00:59 Minutes (01:14 Hours Leaf Season)

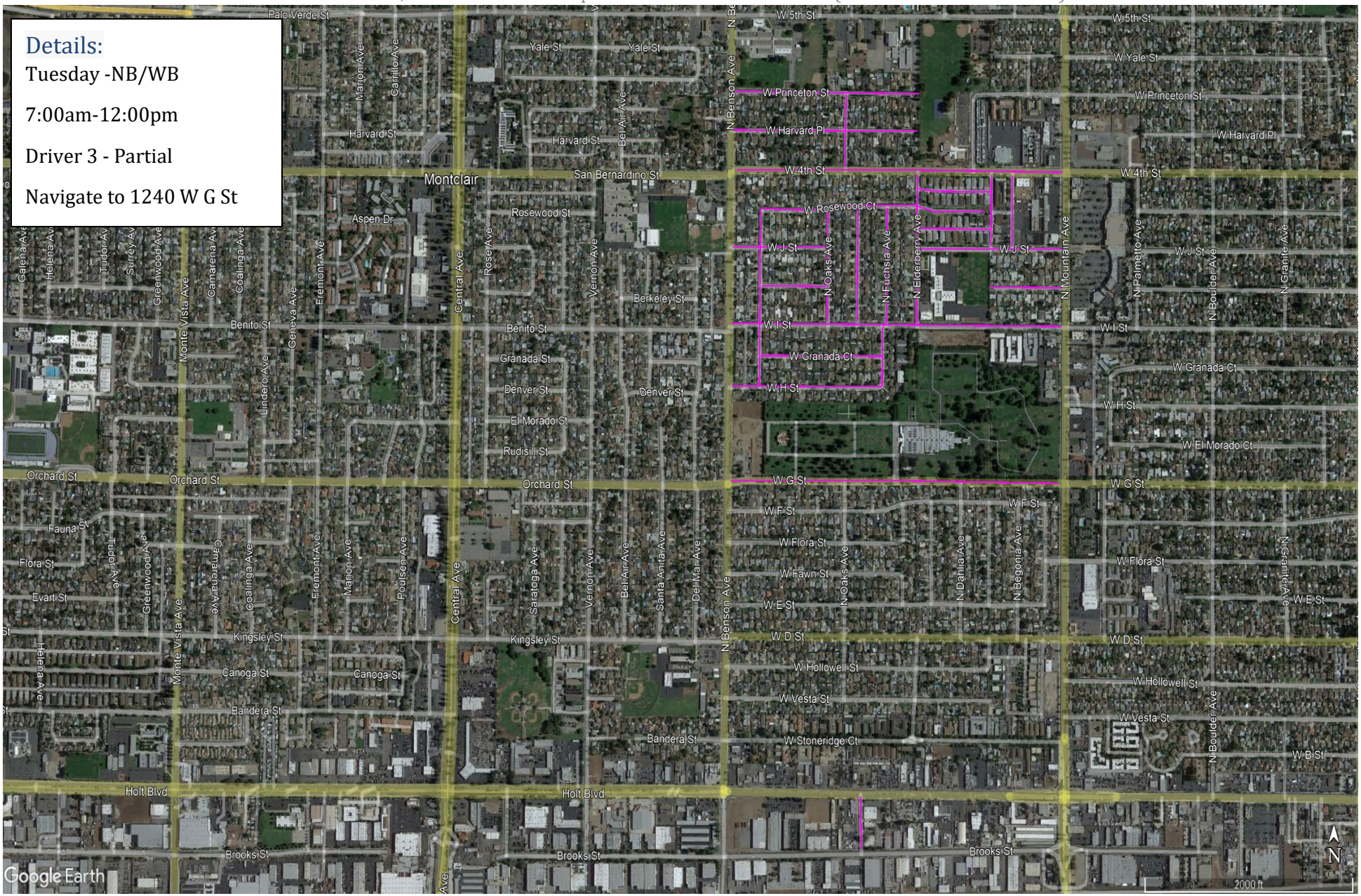
Details:

Tuesday -NB/WB

7:00am-12:00pm

Driver 3 - Partial

Navigate to 1240 W G St



District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
TUESDAY	N OAKS AVE	W 4TH ST	W PRINCETON ST	DRIVER 3	0.12	2179
TUESDAY	W PRINCETON ST	N BENSON AVE	CUL-DA-SEC	DRIVER 3	0.34	2180
TUESDAY	W HARVARD PL	N BENSON AVE	CUL-DA-SEC	DRIVER 3	0.34	2181
TUESDAY	W 4TH ST	N BENSON AVE	N MOUNTAIN AVE	DRIVER 3	0.60	2182
TUESDAY	N BEGONIA AVE	W 4TH ST	W J ST	DRIVER 3	0.11	2183
TUESDAY	W J ST	N MOUNTAIN AVE	N ELDERBERRY AVE	DRIVER 3	0.26	2184
TUESDAY	N ELDERBERRY AVE	W 4TH ST	I ST	DRIVER 3	0.24	2185
TUESDAY	ALLEYWAY 5	W 4TH ST	W J ST	DRIVER 3	0.11	2186
TUESDAY	ALLEYWAY 6	ALLEYWAY 5	N ELDERBERRY AVE	DRIVER 3	0.13	2187
TUESDAY	ALLEYWAY 7	ALLEYWAY 5	N ELDERBERRY AVE	DRIVER 3	0.13	2188
TUESDAY	W ROSEWOOD CT	N JASMINIE AVE	CUL-DA-SEC	DRIVER 3	0.41	2189
TUESDAY	W BERKELEY CT	N MOUNTAIN AVE	DEAD END	DRIVER 3	0.13	2190
TUESDAY	W I ST	N BENSON AVE	N MOUNTAIN AVE	DRIVER 3	0.60	2191
TUESDAY	N FUCHSIA AVE	W ROSEWOOD CT	W H ST	DRIVER 3	0.29	2192
TUESDAY	N GARDENIA AVE	W ROSEWOOD CT	W I ST	DRIVER 3	0.18	2193
TUESDAY	N OAKS AVE	W ROSEWOOD CT	W I ST	DRIVER 3	0.18	2194
TUESDAY	N JASMINE AVE	W ROSEWOOD CT	W H ST	DRIVER 3	0.28	2195
TUESDAY	W J ST	N BENSON AVE	N OAKS AVE	DRIVER 3	0.17	2196
TUESDAY	W BERKELEY CT	N JASMINIE AVE	N OAKS AVE	DRIVER 3	0.12	2197
TUESDAY	W GRANADA CT	N JASMINIE AVE	N FUCHSIA AVE	DRIVER 3	0.22	2198
TUESDAY	W H ST	N BENSON AVE	N FUCHSIA AVE	DRIVER 3	0.28	2199
TUESDAY	W G ST	N BENSON AVE	N MOUNTAIN AVE	DRIVER 3	0.60	2200
TUESDAY	S OAKS AVE	HOLT BLVD	BROOKS ST	DRIVER 3	0.08	2229

Zone #24B

Contract Name: Ontario, CA Estimated Completion Time: 00:59 Minutes (01:14 Hours Leaf Season)

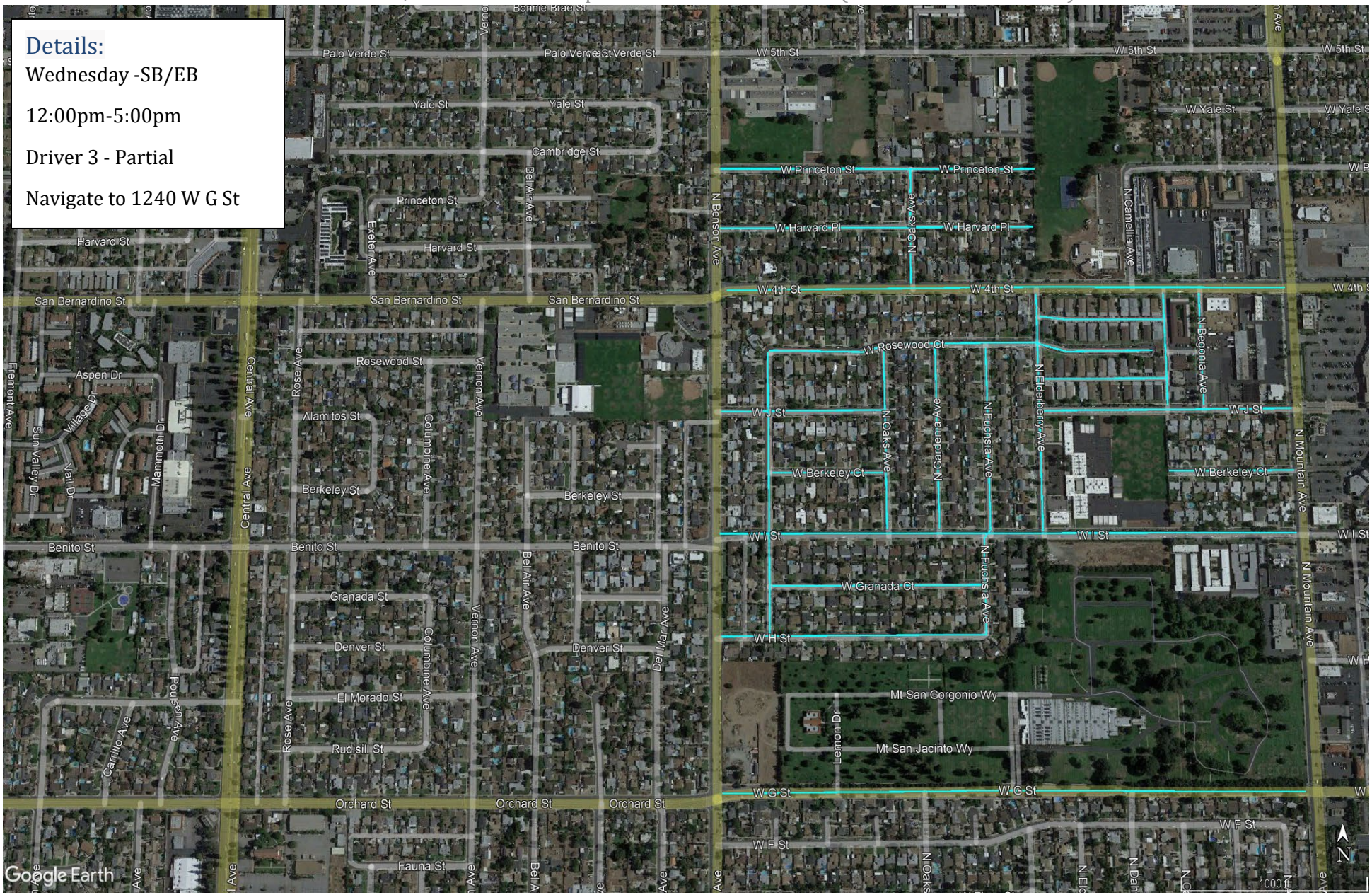
Details:

Wednesday -SB/EB

12:00pm-5:00pm

Driver 3 - Partial

Navigate to 1240 W G St



Zone #24B

Contract Name: Ontario, CA Estimated Completion Time: 00:59 Minutes (01:14 Hours Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
WEDNESDAY	N OAKS AVE	W PRINCETON ST	W 4TH ST	DRIVER 3	0.12	2179
WEDNESDAY	W PRINCETON ST	CUL-DA-SEC	N BENSON AVE	DRIVER 3	0.34	2180
WEDNESDAY	W HARVARD PL	CUL-DA-SEC	N BENSON AVE	DRIVER 3	0.34	2181
WEDNESDAY	W 4TH ST	N MOUNTAIN AVE	N BENSON AVE	DRIVER 3	0.60	2182
WEDNESDAY	N BEGONIA AVE	W J ST	W 4TH ST	DRIVER 3	0.11	2183
WEDNESDAY	W J ST	N ELDERBERRY AVE	N MOUNTAIN AVE	DRIVER 3	0.26	2184
WEDNESDAY	N ELDERBERRY AVE	I ST	W 4TH ST	DRIVER 3	0.24	2185
WEDNESDAY	ALLEYWAY 5	W J ST	W 4TH ST	DRIVER 3	0.11	2186
WEDNESDAY	ALLEYWAY 6	N ELDERBERRY AVE	ALLEYWAY 5	DRIVER 3	0.13	2187
WEDNESDAY	ALLEYWAY 7	N ELDERBERRY AVE	ALLEYWAY 5	DRIVER 3	0.13	2188
WEDNESDAY	W ROSEWOOD CT	CUL-DA-SEC	N JASMINIE AVE	DRIVER 3	0.41	2189
WEDNESDAY	W BERKELEY CT	DEAD END	N MOUNTAIN AVE	DRIVER 3	0.13	2190
WEDNESDAY	W I ST	N MOUNTAIN AVE	N BENSON AVE	DRIVER 3	0.60	2191
WEDNESDAY	N FUCHSIA AVE	W H ST	W ROSEWOOD CT	DRIVER 3	0.29	2192
WEDNESDAY	N GARDENIA AVE	W I ST	W ROSEWOOD CT	DRIVER 3	0.18	2193
WEDNESDAY	N OAKS AVE	W I ST	W ROSEWOOD CT	DRIVER 3	0.18	2194
WEDNESDAY	N JASMINE AVE	W H ST	W ROSEWOOD CT	DRIVER 3	0.28	2195
WEDNESDAY	W J ST	N OAKS AVE	N BENSON AVE	DRIVER 3	0.17	2196
WEDNESDAY	W BERKELEY CT	N OAKS AVE	N JASMINIE AVE	DRIVER 3	0.12	2197
WEDNESDAY	W GRANADA CT	N FUCHSIA AVE	N JASMINIE AVE	DRIVER 3	0.22	2198
WEDNESDAY	W H ST	N FUCHSIA AVE	N BENSON AVE	DRIVER 3	0.28	2199
WEDNESDAY	W G ST	N MOUNTAIN AVE	N BENSON AVE	DRIVER 3	0.60	2200
WEDNESDAY	S OAKS AVE	BROOKS ST	HOLT BLVD	DRIVER 3	0.08	2229

Zone #25

Contract Name: Ontario, CA Estimated Completion Time: 01:01 Hours (01:17 Hours Leaf Season)

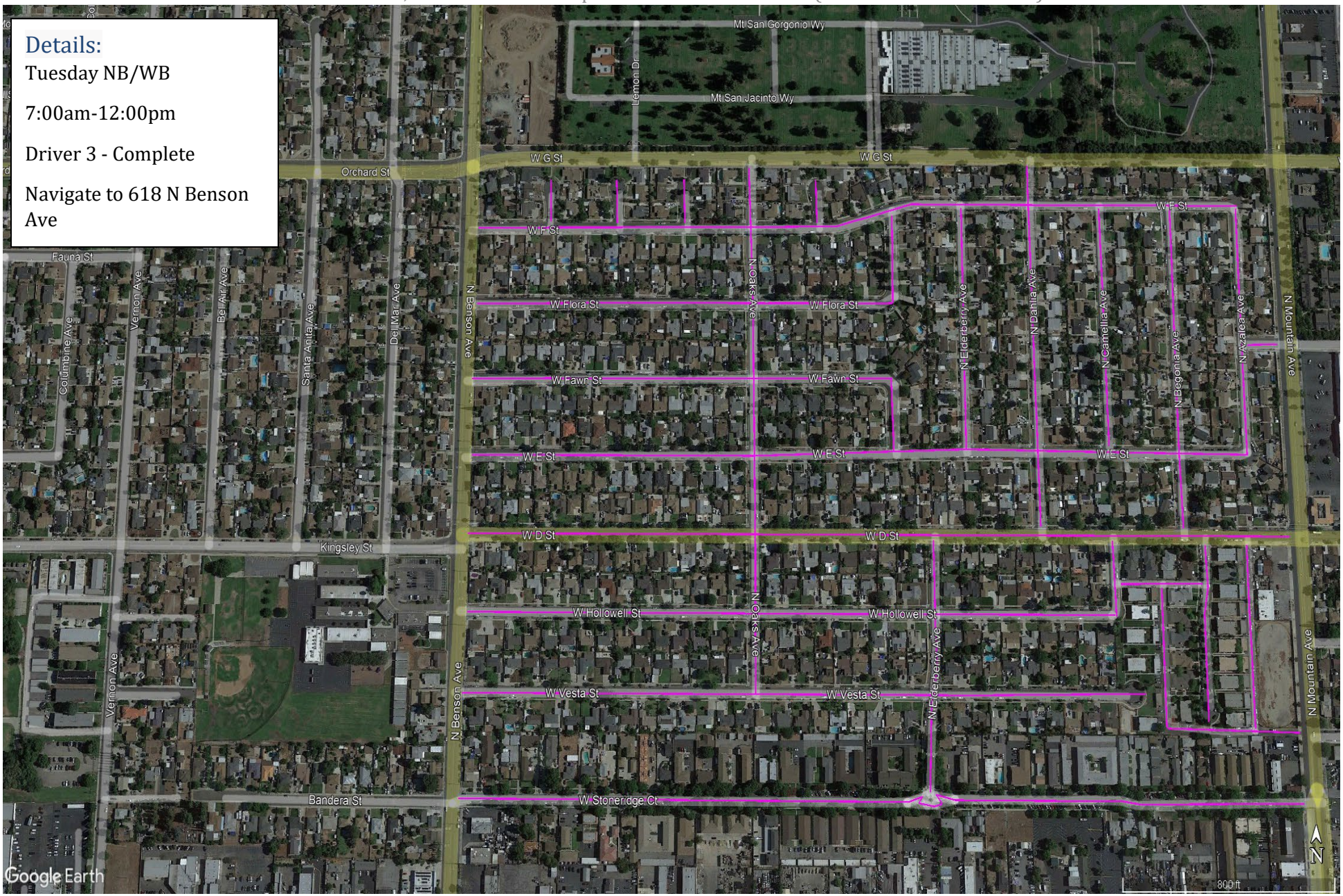
Details:

Tuesday NB/WB

7:00am-12:00pm

Driver 3 - Complete

Navigate to 618 N Benson Ave



Zone #25

Contract Name: Ontario, CA Estimated Completion Time: 01:01 Hours (01:17 Hours Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
TUESDAY	N DAHLIA AVE	W G ST	W D ST	DRIVER 3	0.24	2201
TUESDAY	N OAKS AVE	W G ST	W VESTA ST	DRIVER 3	0.34	2202
TUESDAY	W F ST	N BENSON AVE	N AZALEA AVE	DRIVER 3	0.58	2203
TUESDAY	N IRIS CT	W F ST	CUL-DA-SEC	DRIVER 3	0.03	2204
TUESDAY	JASMINE CT	W F ST	CUL-DA-SEC	DRIVER 3	0.03	2205
TUESDAY	HYACINTH CT	W F ST	CUL-DA-SEC	DRIVER 3	0.03	2206
TUESDAY	GARDENIA CT	W F ST	CUL-DA-SEC	DRIVER 3	0.03	2207
TUESDAY	N FUCHSIA AVE	W F ST	W FLORA ST	DRIVER 3	0.06	2208
TUESDAY	W FLORA ST	N FUCHSIA AVE	N BENSON AVE	DRIVER 3	0.31	2209
TUESDAY	N ELDERBERRY AVE	W F ST	W E ST	DRIVER 3	0.16	2210
TUESDAY	N CAMELLIA AVE	W F ST	W E ST	DRIVER 3	0.16	2211
TUESDAY	N BEGONIA AVE	W F ST	W D ST	DRIVER 3	0.21	2212
TUESDAY	N AZALEA AVE	W F ST	W E ST	DRIVER 3	0.16	2213
TUESDAY	W FLORA ST	N MOUNTAIN AVE	N AZALEA AVE	DRIVER 3	0.02	2214
TUESDAY	W E ST	N AZALEA AVE	N BENSON AVE	DRIVER 3	0.57	2215
TUESDAY	N FUCHSIA AVE	W E ST	W FAWN ST	DRIVER 3	0.05	2216
TUESDAY	W FAWN ST	N FUCHSIA AVE	N BENSON AVE	DRIVER 3	0.31	2217
TUESDAY	W D ST	N BENSON AVE	N MOUNTAIN AVE	DRIVER 3	0.60	2218
TUESDAY	N CAMELLIA AVE	W D ST	W HOLLOWELL ST	DRIVER 3	0.05	2219
TUESDAY	W HOLLOWELL ST	N CAMELLIA AVE	N BENSON AVE	DRIVER 3	0.47	2220
TUESDAY	N ELDERBERRY AVE	W D ST	W STONERIDGE CT	DRIVER 3	0.16	2221
TUESDAY	W VESTA ST	N BENSON AVE	CUL-DA-SEC	DRIVER 3	0.50	2222
TUESDAY	BEGONIA AVE	W D ST	CUL-DA-SEC	DRIVER 3	0.11	2223
TUESDAY	ALLEYWAY 8	N CAMELLIA AVE	BEGONIA AVE	DRIVER 3	0.06	2224
TUESDAY	ALLEYWAY 9	ALLEYWAY 8	ALLEYWAY 10	DRIVER 3	0.09	2225
TUESDAY	ALLEYWAY 10	ALLEYWAY 9	N MOUNTAIN AVE	DRIVER 3	0.10	2226
TUESDAY	ALLEYWAY 11	W D ST	ALLEYWAY 10	DRIVER 3	0.12	2227
TUESDAY	W STONERIDGE CT	N BENSON AVE	N MOUNTAIN AVE	DRIVER 3	0.63	2228

Zone #25B

Contract Name: Ontario, CA Estimated Completion Time: 01:01 Hours (01:17 Hours Leaf Season)

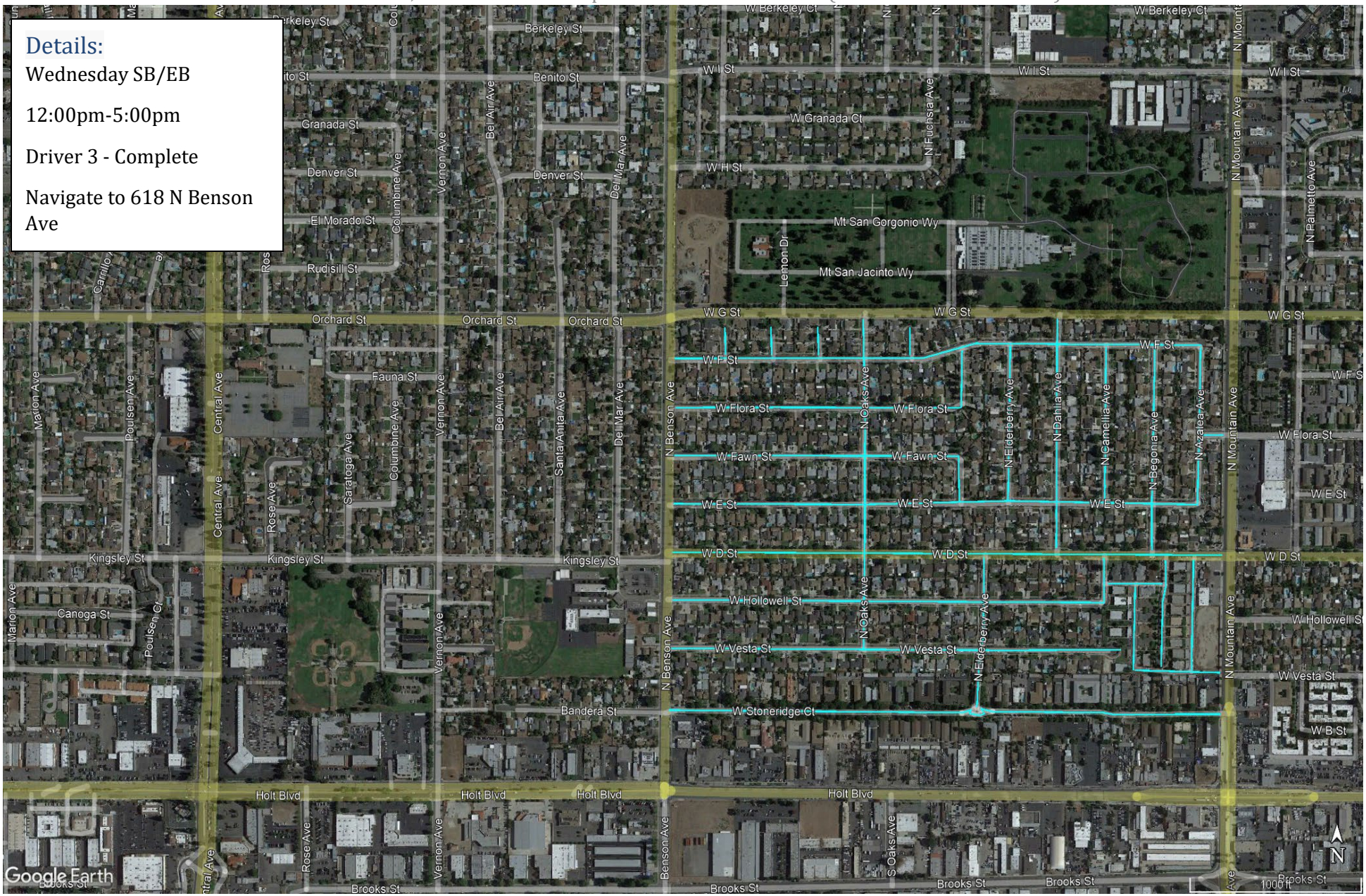
Details:

Wednesday SB/EB

12:00pm-5:00pm

Driver 3 - Complete

Navigate to 618 N Benson Ave



District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
WEDNESDAY	N DAHLIA AVE	W D ST	W G ST	DRIVER 3	0.24	2201
WEDNESDAY	N OAKS AVE	W VESTA ST	W G ST	DRIVER 3	0.34	2202
WEDNESDAY	W F ST	N AZALEA AVE	N BENSON AVE	DRIVER 3	0.58	2203
WEDNESDAY	N IRIS CT	CUL-DA-SEC	W F ST	DRIVER 3	0.03	2204
WEDNESDAY	JASMINE CT	CUL-DA-SEC	W F ST	DRIVER 3	0.03	2205
WEDNESDAY	HYACINTH CT	CUL-DA-SEC	W F ST	DRIVER 3	0.03	2206
WEDNESDAY	GARDENIA CT	CUL-DA-SEC	W F ST	DRIVER 3	0.03	2207
WEDNESDAY	N FUCHSIA AVE	W FLORA ST	W F ST	DRIVER 3	0.06	2208
WEDNESDAY	W FLORA ST	N BENSON AVE	N FUCHSIA AVE	DRIVER 3	0.31	2209
WEDNESDAY	N ELDERBERRY AVE	W E ST	W F ST	DRIVER 3	0.16	2210
WEDNESDAY	N CAMELLIA AVE	W E ST	W F ST	DRIVER 3	0.16	2211
WEDNESDAY	N BEGONIA AVE	W D ST	W F ST	DRIVER 3	0.21	2212
WEDNESDAY	N AZALEA AVE	W E ST	W F ST	DRIVER 3	0.16	2213
WEDNESDAY	W FLORA ST	N AZALEA AVE	N MOUNTAIN AVE	DRIVER 3	0.02	2214
WEDNESDAY	W E ST	N BENSON AVE	N AZALEA AVE	DRIVER 3	0.57	2215
WEDNESDAY	N FUCHSIA AVE	W FAWN ST	W E ST	DRIVER 3	0.05	2216
WEDNESDAY	W FAWN ST	N BENSON AVE	N FUCHSIA AVE	DRIVER 3	0.31	2217
WEDNESDAY	W D ST	N MOUNTAIN AVE	N BENSON AVE	DRIVER 3	0.60	2218
WEDNESDAY	N CAMELLIA AVE	W HOLLOWELL ST	W D ST	DRIVER 3	0.05	2219
WEDNESDAY	W HOLLOWELL ST	N BENSON AVE	N CAMELLIA AVE	DRIVER 3	0.47	2220
WEDNESDAY	N ELDERBERRY AVE	W STONERIDGE CT	W D ST	DRIVER 3	0.16	2221
WEDNESDAY	W VESTA ST	CUL-DA-SEC	N BENSON AVE	DRIVER 3	0.50	2222
WEDNESDAY	BEGONIA AVE	CUL-DA-SEC	W D ST	DRIVER 3	0.11	2223
WEDNESDAY	ALLEYWAY 8	BEGONIA AVE	N CAMELLIA AVE	DRIVER 3	0.06	2224
WEDNESDAY	ALLEYWAY 9	ALLEYWAY 10	ALLEYWAY 8	DRIVER 3	0.09	2225
WEDNESDAY	ALLEYWAY 10	N MOUNTAIN AVE	ALLEYWAY 9	DRIVER 3	0.10	2226
WEDNESDAY	ALLEYWAY 11	ALLEYWAY 10	W D ST	DRIVER 3	0.12	2227
WEDNESDAY	W STONERIDGE CT	N MOUNTAIN AVE	N BENSON AVE	DRIVER 3	0.63	2228

Zone #26

Contract Name: Ontario, CA Estimated Completion Time: 00:58 (01:12 Hours Leaf Season)

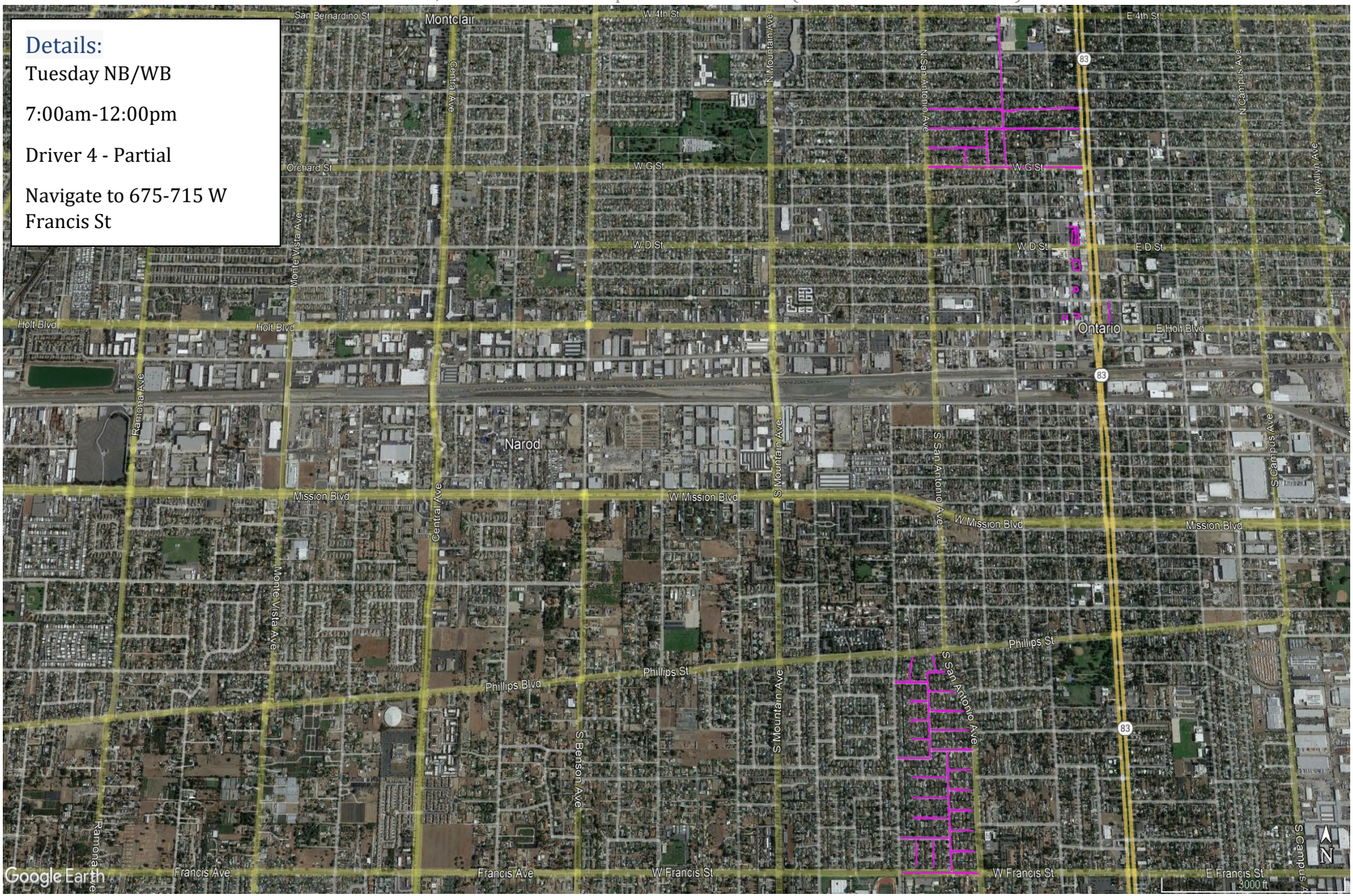
Details:

Tuesday NB/WB

7:00am-12:00pm

Driver 4 - Partial

Navigate to 675-715 W Francis St



Zone #26

Contract Name: Ontario, CA Estimated Completion Time: 00:58 (01:12 Hours Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
TUESDAY	W FRANCIS ST	S CYPRESS AVE	S SAN ANTONIO AVE	DRIVER 4	0.24	2233
TUESDAY	REDWOOD AVE	W FRANCIS ST	W YUCCA ST	DRIVER 4	0.31	2235
TUESDAY	W MAPLE CT	S CYPRESS AVE	REDWOOD AVE	DRIVER 4	0.15	2236
TUESDAY	TIFFANY CT	W MAPLE CT	CUL-DA-SEC	DRIVER 4	0.07	2237
TUESDAY	SIERRA DAWN PL	W MAPLE CT	CUL-DA-SEC	DRIVER 4	0.07	2238
TUESDAY	NOCTURNE CT	REDWOOD AVE	CUL-DA-SEC	DRIVER 4	0.07	2239
TUESDAY	W MEDALLION CT	REDWOOD AVE	CUL-DA-SEC	DRIVER 4	0.07	2240
TUESDAY	W CAMALOT CT	REDWOOD AVE	CUL-DA-SEC	DRIVER 4	0.11	2241
TUESDAY	CADENZA CT	REDWOOD AVE	CUL-DA-SEC	DRIVER 4	0.07	2242
TUESDAY	BUCCANEER CT	REDWOOD AVE	CUL-DA-SEC	DRIVER 4	0.11	2243
TUESDAY	AQUARIUS CT	REDWOOD AVE	CUL-DA-SEC	DRIVER 4	0.07	2244
TUESDAY	W LOCUST ST	REDWOOD AVE	CUL-DA-SEC	DRIVER 4	0.11	2245
TUESDAY	ZENIA CT	REDWOOD AVE	CUL-DA-SEC	DRIVER 4	0.07	2246
TUESDAY	W YUCCA ST	S SAN ANTONIO AVE	LANTANA AVE	DRIVER 4	0.13	2247
TUESDAY	LANTANA AVE	W JACARANDA ST	MISTY CT	DRIVER 4	0.21	2248
TUESDAY	W JACARANDA ST	LANTANA AVE	S CYPRESS AVE	DRIVER 4	0.10	2249
TUESDAY	W VALENTINE CT	LANTANA AVE	CUL-DA-SEC	DRIVER 4	0.06	2250
TUESDAY	W EUCALYPTUS CT	LANTANA AVE	CUL-DA-SEC	DRIVER 4	0.12	2251
TUESDAY	W TROPICANA CT	LANTANA AVE	CUL-DA-SEC	DRIVER 4	0.06	2252
TUESDAY	W SONOMA CT	LANTANA AVE	CUL-DA-SEC	DRIVER 4	0.11	2253
TUESDAY	QUINCE CT	LANTANA AVE	CUL-DA-SEC	DRIVER 4	0.06	2254
TUESDAY	W MONTEZUMA CT	LANTANA AVE	CUL-DA-SEC	DRIVER 4	0.08	2255
TUESDAY	W CONTEMPO ST	LANTANA AVE	S CYPRESS AVE	DRIVER 4	0.10	2256
TUESDAY	MISTY CT	LANTANA AVE	CUL-DA-SEC	DRIVER 4	0.08	2257
TUESDAY	S SILVER CT	MISTY CT	CUL-DA-SEC	DRIVER 4	0.04	2258
TUESDAY	S PLATINUM CT	W CONTEMPO ST	CUL-DA-SEC	DRIVER 4	0.07	2259
TUESDAY	W G ST	N SAN ANTONIO AVE	EUCLID AVE	DRIVER 4	0.53	2260
TUESDAY	ALLEYWAY 12	W G ST	W EL MORADO CT	DRIVER 4	0.05	2261
TUESDAY	N BONITA CT	W G ST	W H ST	DRIVER 4	0.12	2262
TUESDAY	W EL MORADO CT	N BONITA CT	N SAN ANTONIO AVE	DRIVER 4	0.20	2263
TUESDAY	N VINE AVE	W G ST	W 4TH ST	DRIVER 4	0.49	2264
TUESDAY	W H ST	N SAN ANTONIO AVE	EUCLID AVE	DRIVER 4	0.53	2265
TUESDAY	W GRANADA CT	N SAN ANTONIO AVE	EUCLID AVE	DRIVER 4	0.54	2266
TUESDAY	PARKING LOT 1	N LAUREL AVE	W D ST	DRIVER 4	0.23	2303
TUESDAY	PARKING LOT 2	N LAUREL AVE	W C ST	DRIVER 4	0.12	2304
TUESDAY	PARKING LOT 3	N LAUREL AVE	W B ST	DRIVER 4	0.10	2305
TUESDAY	PARKING LOT 4	N LAUREL AVE	E HOLT BLVD	DRIVER 4	0.05	2306
TUESDAY	PARKING LOT 5	N LAUREL AVE	E HOLT BLVD	DRIVER 4	0.04	2308
TUESDAY	ALLEYWAY 20	E B ST	E HOLT BLVD	DRIVER 4	0.07	2309

Zone #26B

Contract Name: Ontario, CA Estimated Completion Time: 00:58 (01:12 Hours Leaf Season)

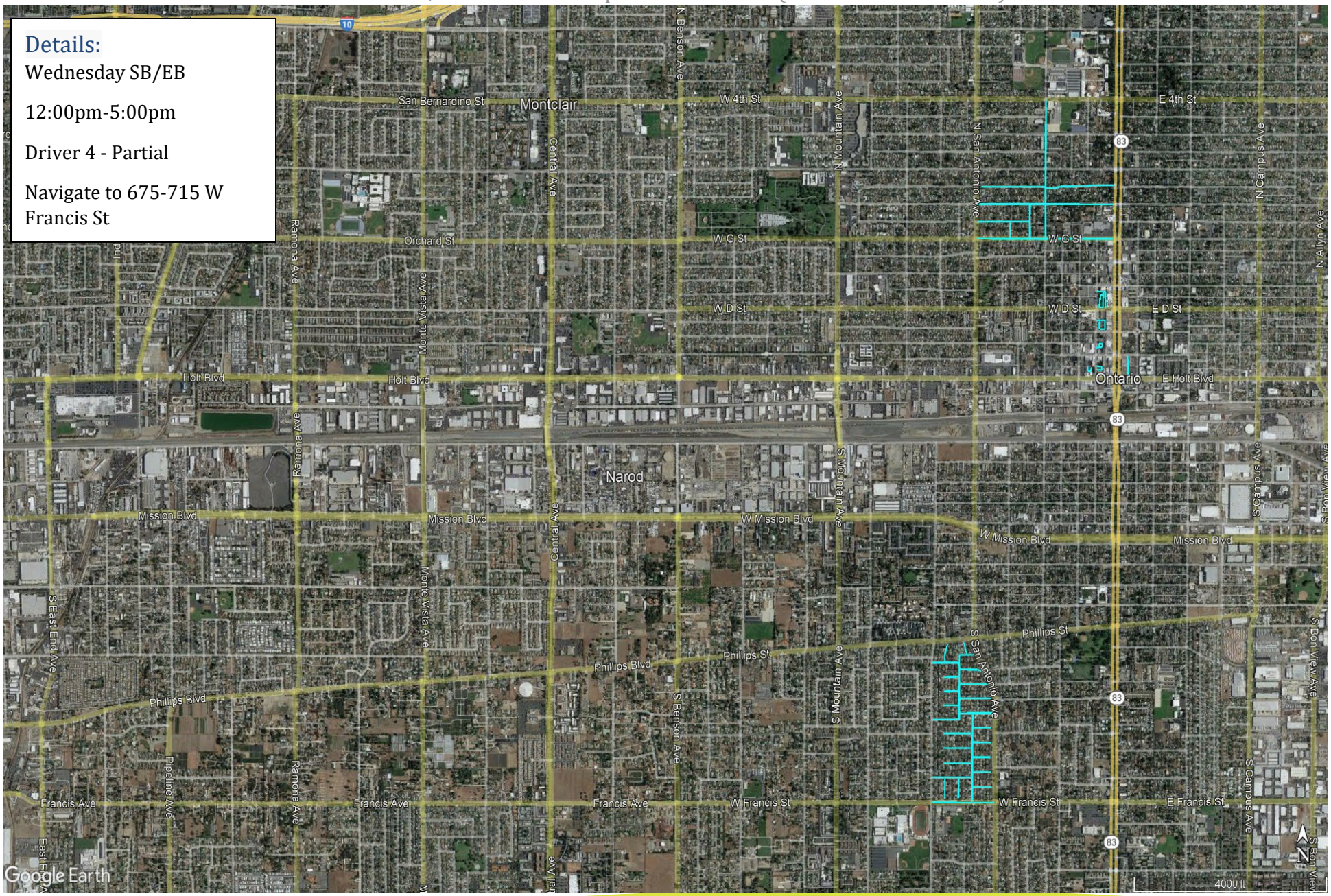
Details:

Wednesday SB/EB

12:00pm-5:00pm

Driver 4 - Partial

Navigate to 675-715 W Francis St



District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
WEDNESDAY	W FRANCIS ST	S SAN ANTONIO AVE	S CYPRESS AVE	DRIVER 4	0.24	2233
WEDNESDAY	REDWOOD AVE	W YUCCA ST	W FRANCIS ST	DRIVER 4	0.31	2235
WEDNESDAY	W MAPLE CT	REDWOOD AVE	S CYPRESS AVE	DRIVER 4	0.15	2236
WEDNESDAY	TIFFANY CT	CUL-DA-SEC	W MAPLE CT	DRIVER 4	0.07	2237
WEDNESDAY	SIERRA DAWN PL	CUL-DA-SEC	W MAPLE CT	DRIVER 4	0.07	2238
WEDNESDAY	NOCTURNE CT	CUL-DA-SEC	REDWOOD AVE	DRIVER 4	0.07	2239
WEDNESDAY	W MEDALLION CT	CUL-DA-SEC	REDWOOD AVE	DRIVER 4	0.07	2240
WEDNESDAY	W CAMALOT CT	CUL-DA-SEC	REDWOOD AVE	DRIVER 4	0.11	2241
WEDNESDAY	CADENZA CT	CUL-DA-SEC	REDWOOD AVE	DRIVER 4	0.07	2242
WEDNESDAY	BUCCANEER CT	CUL-DA-SEC	REDWOOD AVE	DRIVER 4	0.11	2243
WEDNESDAY	AQUARIUS CT	CUL-DA-SEC	REDWOOD AVE	DRIVER 4	0.07	2244
WEDNESDAY	W LOCUST ST	CUL-DA-SEC	REDWOOD AVE	DRIVER 4	0.11	2245
WEDNESDAY	ZENIA CT	CUL-DA-SEC	REDWOOD AVE	DRIVER 4	0.07	2246
WEDNESDAY	W YUCCA ST	LANTANA AVE	S SAN ANTONIO AVE	DRIVER 4	0.13	2247
WEDNESDAY	LANTANA AVE	MISTY CT	W JACARANDA ST	DRIVER 4	0.21	2248
WEDNESDAY	W JACARANDA ST	S CYPRESS AVE	LANTANA AVE	DRIVER 4	0.10	2249
WEDNESDAY	W VALENTINE CT	CUL-DA-SEC	LANTANA AVE	DRIVER 4	0.06	2250
WEDNESDAY	W EUCALYPTUS CT	CUL-DA-SEC	LANTANA AVE	DRIVER 4	0.12	2251
WEDNESDAY	W TROPICANA CT	CUL-DA-SEC	LANTANA AVE	DRIVER 4	0.06	2252
WEDNESDAY	W SONOMA CT	CUL-DA-SEC	LANTANA AVE	DRIVER 4	0.11	2253
WEDNESDAY	QUINCE CT	CUL-DA-SEC	LANTANA AVE	DRIVER 4	0.06	2254
WEDNESDAY	W MONTEZUMA CT	CUL-DA-SEC	LANTANA AVE	DRIVER 4	0.08	2255
WEDNESDAY	W CONTEMPO ST	S CYPRESS AVE	LANTANA AVE	DRIVER 4	0.10	2256
WEDNESDAY	MISTY CT	CUL-DA-SEC	LANTANA AVE	DRIVER 4	0.08	2257
WEDNESDAY	S SILVER CT	CUL-DA-SEC	MISTY CT	DRIVER 4	0.04	2258
WEDNESDAY	S PLATINUM CT	CUL-DA-SEC	W CONTEMPO ST	DRIVER 4	0.07	2259
WEDNESDAY	W G ST	EUCLID AVE	N SAN ANTONIO AVE	DRIVER 4	0.53	2260
WEDNESDAY	ALLEYWAY 12	W EL MORADO CT	W G ST	DRIVER 4	0.05	2261
WEDNESDAY	N BONITA CT	W H ST	W G ST	DRIVER 4	0.12	2262
WEDNESDAY	W EL MORADO CT	N SAN ANTONIO AVE	N BONITA CT	DRIVER 4	0.20	2263
WEDNESDAY	N VINE AVE	W 4TH ST	W G ST	DRIVER 4	0.49	2264
WEDNESDAY	W H ST	EUCLID AVE	N SAN ANTONIO AVE	DRIVER 4	0.53	2265
WEDNESDAY	W GRANADA CT	EUCLID AVE	N SAN ANTONIO AVE	DRIVER 4	0.54	2266
WEDNESDAY	PARKING LOT 1	W D ST	N LAUREL AVE	DRIVER 4	0.23	2303
WEDNESDAY	PARKING LOT 2	W C ST	N LAUREL AVE	DRIVER 4	0.12	2304
WEDNESDAY	PARKING LOT 3	W B ST	N LAUREL AVE	DRIVER 4	0.10	2305
WEDNESDAY	PARKING LOT 4	E HOLT BLVD	N LAUREL AVE	DRIVER 4	0.05	2306
WEDNESDAY	PARKING LOT 5	E HOLT BLVD	N LAUREL AVE	DRIVER 4	0.04	2308
WEDNESDAY	ALLEYWAY 20	E HOLT BLVD	E B ST	DRIVER 4	0.07	2309

Zone #27

Contract Name: Ontario, CA Estimated Completion Time: 00:58 Minutes (01:12 Hours Leaf Season)

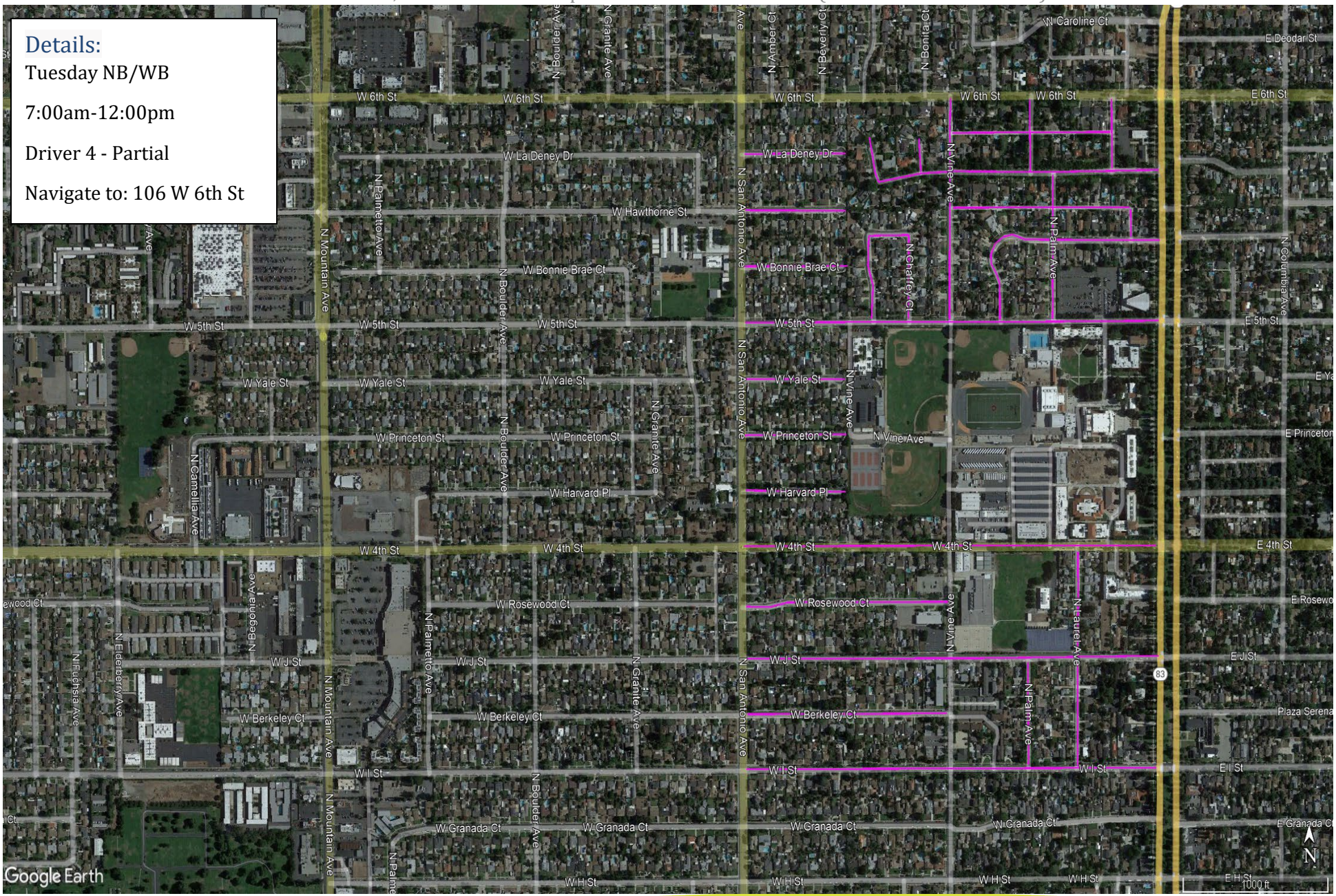
Details:

Tuesday NB/WB

7:00am-12:00pm

Driver 4 - Partial

Navigate to: 106 W 6th St



District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
TUESDAY	W I ST	N SAN ANTONIO AVE	EUCLID AVE	DRIVER 4	0.53	2267
TUESDAY	N PALM AVE	W I ST	W J ST	DRIVER 4	0.12	2268
TUESDAY	W BERKELEY CT	N SAN ANTONIO AVE	N VINE AVE	DRIVER 4	0.26	2269
TUESDAY	W J ST	N SAN ANTONIO AVE	EUCLID AVE	DRIVER 4	0.54	2270
TUESDAY	N LAUREL AVE	W I ST	W 4TH ST	DRIVER 4	0.24	2271
TUESDAY	W 4TH ST	N SAN ANTONIO AVE	EUCLID AVE	DRIVER 4	0.53	2272
TUESDAY	W ROSEWOOD CT	N SAN ANTONIO AVE	N VINE AVE	DRIVER 4	0.26	2273
TUESDAY	W HARVARD PL	N SAN ANTONIO AVE	CUL-DA-SEC	DRIVER 4	0.13	2274
TUESDAY	W PRINCETON ST	N SAN ANTONIO AVE	CUL-DA-SEC	DRIVER 4	0.13	2275
TUESDAY	W YALE ST	N SAN ANTONIO AVE	CUL-DA-SEC	DRIVER 4	0.13	2276
TUESDAY	W 5TH ST	N SAN ANTONIO AVE	EUCLID AVE	DRIVER 4	0.53	2277
TUESDAY	W BONNIE BRAE CT	N SAN ANTONIO AVE	CUL-DA-SEC	DRIVER 4	0.13	2278
TUESDAY	W HAWTHORNE ST	N SAN ANTONIO AVE	CUL-DA-SEC	DRIVER 4	0.13	2279
TUESDAY	W LA DENEY DR	N SAN ANTONIO AVE	CUL-DA-SEC	DRIVER 4	0.13	2280
TUESDAY	N CHAFFEY CT	W 5TH ST	W 5TH ST	DRIVER 4	0.24	2281
TUESDAY	N VINE AVE	W 5TH ST	W 6TH ST	DRIVER 4	0.25	2282
TUESDAY	W BONNIE BRAE CT	W 5TH ST	EUCLID AVE	DRIVER 4	0.30	2283
TUESDAY	N PALM AVE	W 5TH ST	ARMSLEY SQUARE	DRIVER 4	0.16	2284
TUESDAY	ALLEYWAY 13	W BONNIE BRAE CT	ALLEYWAY 14	DRIVER 4	0.03	2285
TUESDAY	ALLEYWAY 14	ALLEYWAY 13	N VINE AVE	DRIVER 4	0.23	2286
TUESDAY	ARMSLEY SQUARE	EUCLID AVE	CUL-DA-SEC	DRIVER 4	0.41	2287
TUESDAY	N BONITA CT	ARMSLEY SQUARE	CUL-DA-SEC	DRIVER 4	0.04	2288
TUESDAY	N KENMORE AVE	ARMSLEY SQUARE	W 6TH ST	DRIVER 4	0.08	2289
TUESDAY	ALLEYWAY 15	N VINE AVE	N CHARMORE AVE	DRIVER 4	0.20	2290
TUESDAY	N CHARMORE AVE	ARMSLEY SQUARE	W 6TH ST	DRIVER 4	0.08	2291

Zone #27B

Contract Name: Ontario, CA Estimated Completion Time: 00:58 Minutes (01:12 Hours Leaf Season)

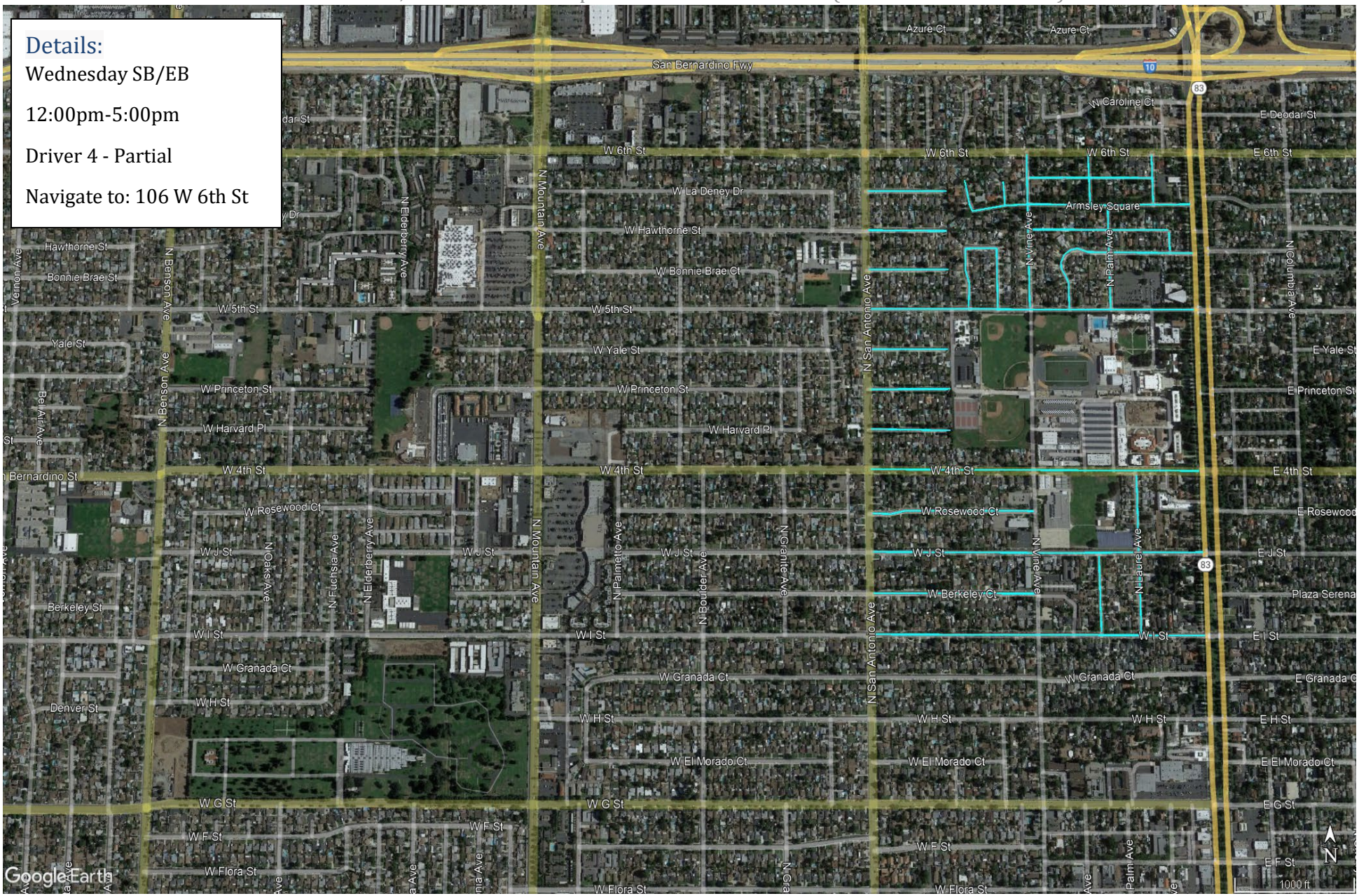
Details:

Wednesday SB/EB

12:00pm-5:00pm

Driver 4 - Partial

Navigate to: 106 W 6th St



Contract Name: Ontario, CA Estimated Completion Time: 00:58 Minutes (01:12 Hours Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
WEDNESDAY	W I ST	EUCLID AVE	N SAN ANTONIO AVE	DRIVER 4	0.53	2267
WEDNESDAY	N PALM AVE	W J ST	W I ST	DRIVER 4	0.12	2268
WEDNESDAY	W BERKELEY CT	N VINE AVE	N SAN ANTONIO AVE	DRIVER 4	0.26	2269
WEDNESDAY	W J ST	EUCLID AVE	N SAN ANTONIO AVE	DRIVER 4	0.54	2270
WEDNESDAY	N LAUREL AVE	W 4TH ST	W I ST	DRIVER 4	0.24	2271
WEDNESDAY	W 4TH ST	EUCLID AVE	N SAN ANTONIO AVE	DRIVER 4	0.53	2272
WEDNESDAY	W ROSEWOOD CT	N VINE AVE	N SAN ANTONIO AVE	DRIVER 4	0.26	2273
WEDNESDAY	W HARVARD PL	CUL-DA-SEC	N SAN ANTONIO AVE	DRIVER 4	0.13	2274
WEDNESDAY	W PRINCETON ST	CUL-DA-SEC	N SAN ANTONIO AVE	DRIVER 4	0.13	2275
WEDNESDAY	W YALE ST	CUL-DA-SEC	N SAN ANTONIO AVE	DRIVER 4	0.13	2276
WEDNESDAY	W 5TH ST	EUCLID AVE	N SAN ANTONIO AVE	DRIVER 4	0.53	2277
WEDNESDAY	W BONNIE BRAE CT	CUL-DA-SEC	N SAN ANTONIO AVE	DRIVER 4	0.13	2278
WEDNESDAY	W HAWTHORNE ST	CUL-DA-SEC	N SAN ANTONIO AVE	DRIVER 4	0.13	2279
WEDNESDAY	W LA DENEY DR	CUL-DA-SEC	N SAN ANTONIO AVE	DRIVER 4	0.13	2280
WEDNESDAY	N CHAFFEY CT	W 5TH ST	W 5TH ST	DRIVER 4	0.24	2281
WEDNESDAY	N VINE AVE	W 6TH ST	W 5TH ST	DRIVER 4	0.25	2282
WEDNESDAY	W BONNIE BRAE CT	EUCLID AVE	W 5TH ST	DRIVER 4	0.30	2283
WEDNESDAY	N PALM AVE	ARMSLEY SQUARE	W 5TH ST	DRIVER 4	0.16	2284
WEDNESDAY	ALLEYWAY 13	ALLEYWAY 14	W BONNIE BRAE CT	DRIVER 4	0.03	2285
WEDNESDAY	ALLEYWAY 14	N VINE AVE	ALLEYWAY 13	DRIVER 4	0.23	2286
WEDNESDAY	ARMSLEY SQUARE	CUL-DA-SEC	EUCLID AVE	DRIVER 4	0.41	2287
WEDNESDAY	N BONITA CT	CUL-DA-SEC	ARMSLEY SQUARE	DRIVER 4	0.04	2288
WEDNESDAY	N KENMORE AVE	W 6TH ST	ARMSLEY SQUARE	DRIVER 4	0.08	2289
WEDNESDAY	ALLEYWAY 15	N CHARMORE AVE	N VINE AVE	DRIVER 4	0.20	2290
WEDNESDAY	N CHARMORE AVE	W 6TH ST	ARMSLEY SQUARE	DRIVER 4	0.08	2291

Zone #28

Contract Name: Ontario, CA Estimated Completion Time: 00:14 Minutes (00:17 Minutes Leaf Season)

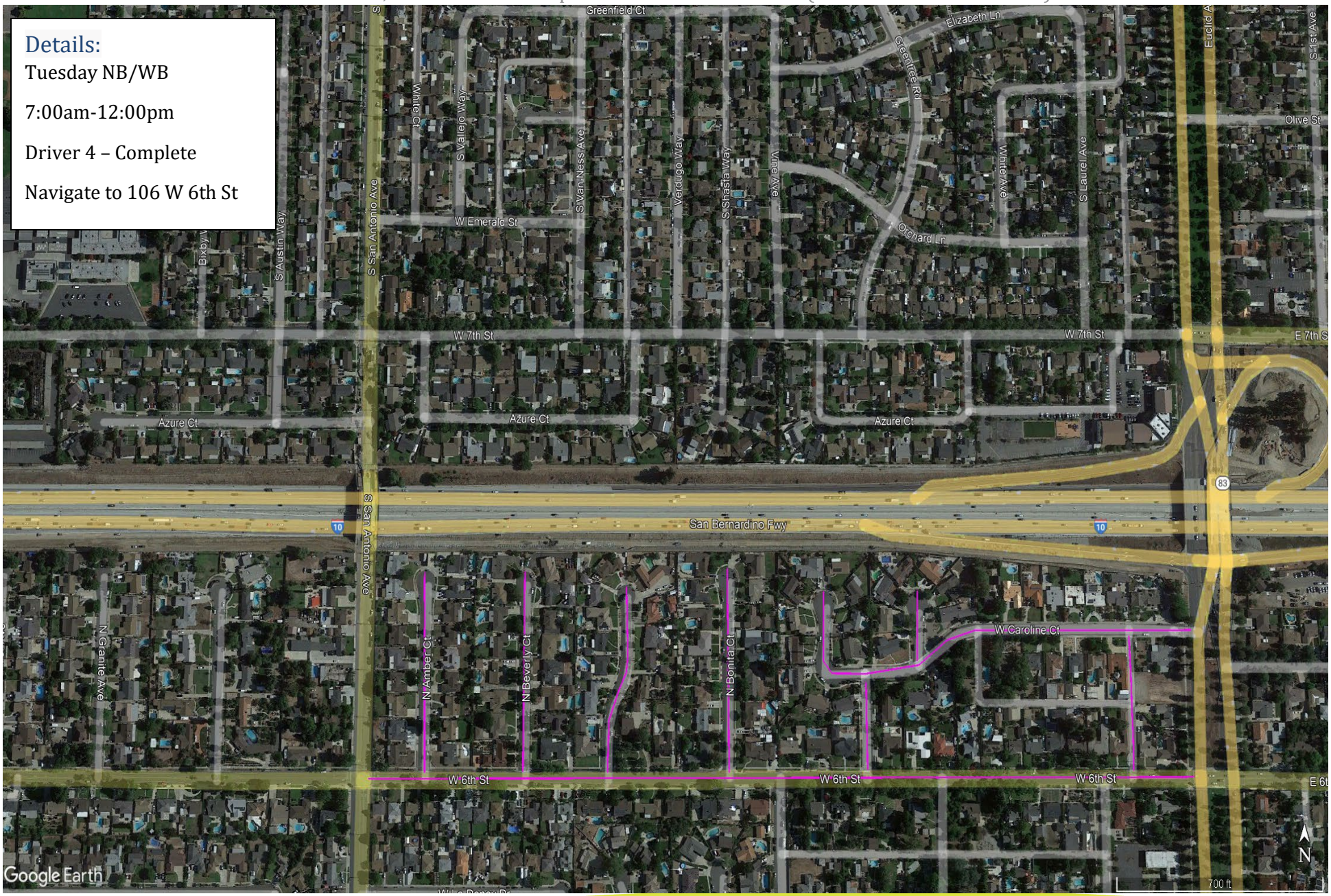
Details:

Tuesday NB/WB

7:00am-12:00pm

Driver 4 – Complete

Navigate to 106 W 6th St



Zone #28

Contract Name: Ontario, CA Estimated Completion Time: 00:14 Minutes (00:17 Minutes Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
TUESDAY	W 6TH ST	N SAN ANTONIO AVE	EUCLID AVE	DRIVER 4	0.53	2292
TUESDAY	N AMBER CT	W 6TH ST	CUL-DA-SEC	DRIVER 4	0.11	2293
TUESDAY	N BEVERLY CT	W 6TH ST	CUL-DA-SEC	DRIVER 4	0.11	2294
TUESDAY	N OAKLAND AVE	W 6TH ST	CUL-DA-SEC	DRIVER 4	0.11	2295
TUESDAY	N BONITA CT	W 6TH ST	CUL-DA-SEC	DRIVER 4	0.11	2296
TUESDAY	N KENMORE CT	W 6TH ST	W CAROLINE CT	DRIVER 4	0.05	2297
TUESDAY	W CAROLINE CT	EUCLID AVE	CUL-DA-SEC	DRIVER 4	0.29	2298
TUESDAY	N KENMORE CT	W CAROLINE CT	CUL-DA-SEC	DRIVER 4	0.04	2299
TUESDAY	ALLEYWAY 16	W CAROLINE CT	W 6TH ST	DRIVER 4	0.07	2300

Zone #28B

Contract Name: Ontario, CA Estimated Completion Time: 00:14 Minutes (00:17 Minutes Leaf Season)

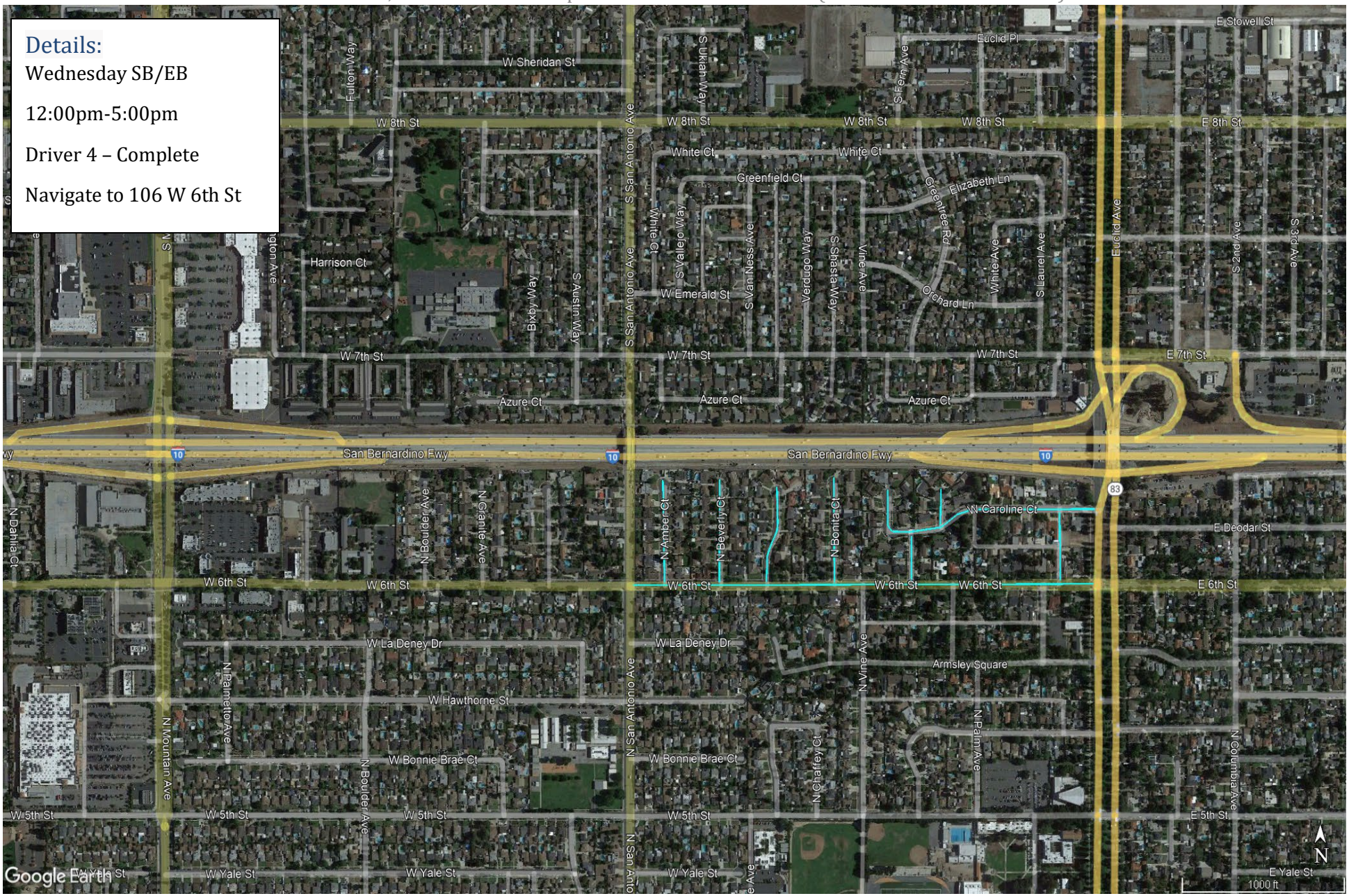
Details:

Wednesday SB/EB

12:00pm-5:00pm

Driver 4 – Complete

Navigate to 106 W 6th St



Zone #28B

Contract Name: Ontario, CA Estimated Completion Time: 00:14 Minutes (00:17 Minutes Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
WEDNESDAY	W 6TH ST	EUCLID AVE	N SAN ANTONIO AVE	DRIVER 4	0.53	2292
WEDNESDAY	N AMBER CT	CUL-DA-SEC	W 6TH ST	DRIVER 4	0.11	2293
WEDNESDAY	N BEVERLY CT	CUL-DA-SEC	W 6TH ST	DRIVER 4	0.11	2294
WEDNESDAY	N OAKLAND AVE	CUL-DA-SEC	W 6TH ST	DRIVER 4	0.11	2295
WEDNESDAY	N BONITA CT	CUL-DA-SEC	W 6TH ST	DRIVER 4	0.11	2296
WEDNESDAY	N KENMORE CT	W CAROLINE CT	W 6TH ST	DRIVER 4	0.05	2297
WEDNESDAY	W CAROLINE CT	CUL-DA-SEC	EUCLID AVE	DRIVER 4	0.29	2298
WEDNESDAY	N KENMORE CT	CUL-DA-SEC	W CAROLINE CT	DRIVER 4	0.04	2299
WEDNESDAY	ALLEYWAY 16	W 6TH ST	W CAROLINE CT	DRIVER 4	0.07	2300

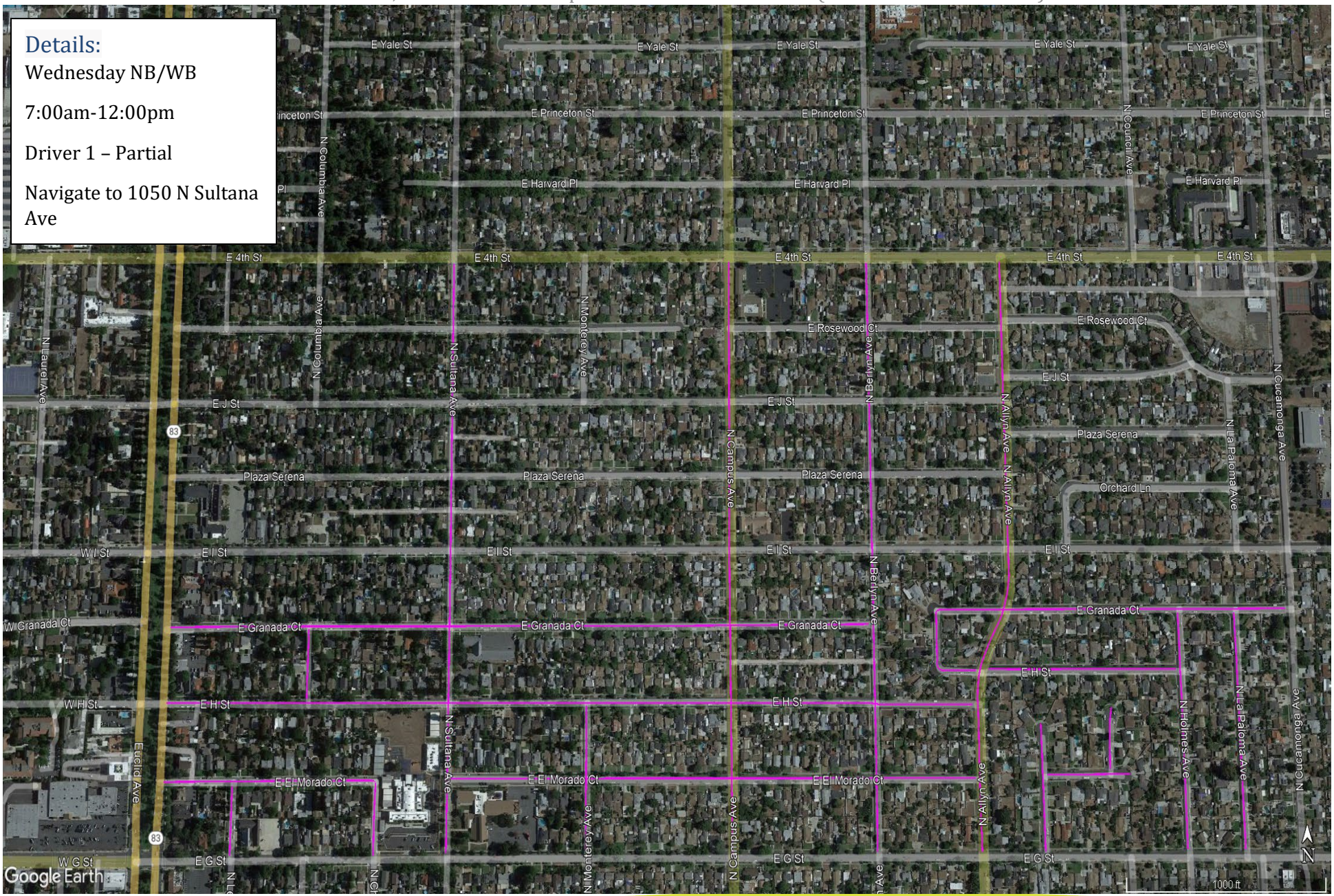
Details:

Wednesday NB/WB

7:00am-12:00pm

Driver 1 – Partial

Navigate to 1050 N Sultana Ave



Zone #29

Contract Name: Ontario, CA Estimated Completion Time: 00:56 Minutes (01:10 Hours Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
WEDNESDAY	E EL MORADO CT	N CHERRY AVE	EUCLID AVE	DRIVER 1	0.20	3002
WEDNESDAY	E EL MORADO CT	N ALLYN AVE	N SULTANA AVE	DRIVER 1	0.50	3003
WEDNESDAY	E EL MORADO CT	E CUL-DE-SAC	N GREENWOOD AVE	DRIVER 1	0.08	3004
WEDNESDAY	E H ST	N ALLYN AVE	EUCLID AVE	DRIVER 1	0.77	3005
WEDNESDAY	E H ST	N HOLMES AVE	N ALLYN AVE	DRIVER 1	0.18	3006
WEDNESDAY	E GRANADA CT	N BERLYN AVE	EUCLID AVE	DRIVER 1	0.67	3007
WEDNESDAY	E GRANADA CT	N CUCAMONGA AVE	N ALLYN AVE	DRIVER 1	0.42	3008
WEDNESDAY	N ALLYN AVE	E G ST	E 4TH ST	DRIVER 1	0.50	3034
WEDNESDAY	N LA PALOMA AVE	E G ST	E GRANADA CT	DRIVER 1	0.19	3035
WEDNESDAY	N HOLMES AVE	E G ST	E GRANADA CT	DRIVER 1	0.19	3036
WEDNESDAY	N FLORENCE CT	E EL MORADO CT	N CUL-DE-SAC	DRIVER 1	0.05	3037
WEDNESDAY	N GREENWOOD AVE	E G ST	N CUL-DE-SAC	DRIVER 1	0.10	3038
WEDNESDAY	N BERLYN AVE	E G ST	E 4TH ST	DRIVER 1	0.49	3039
WEDNESDAY	N CAMPUS AVE	E G ST	E 4TH ST	DRIVER 1	0.49	3040
WEDNESDAY	N MONTEREY AVE	E G ST	E H ST	DRIVER 1	0.12	3042
WEDNESDAY	N SULTANA AVE	E G ST	E 4TH ST	DRIVER 1	0.49	3043
WEDNESDAY	N CHERRY AVE	E G ST	E EL MORADO CT	DRIVER 1	0.06	3044
WEDNESDAY	N LEMON AVE	E G ST	E EL MORADO CT	DRIVER 1	0.06	3045
WEDNESDAY	N COLUMBIA AVE	E H ST	E GRANADA CT	DRIVER 1	0.06	3046

Zone #29B

Contract Name: Ontario, CA Estimated Completion Time: 00:56 Minutes (01:10 Hours Leaf Season)

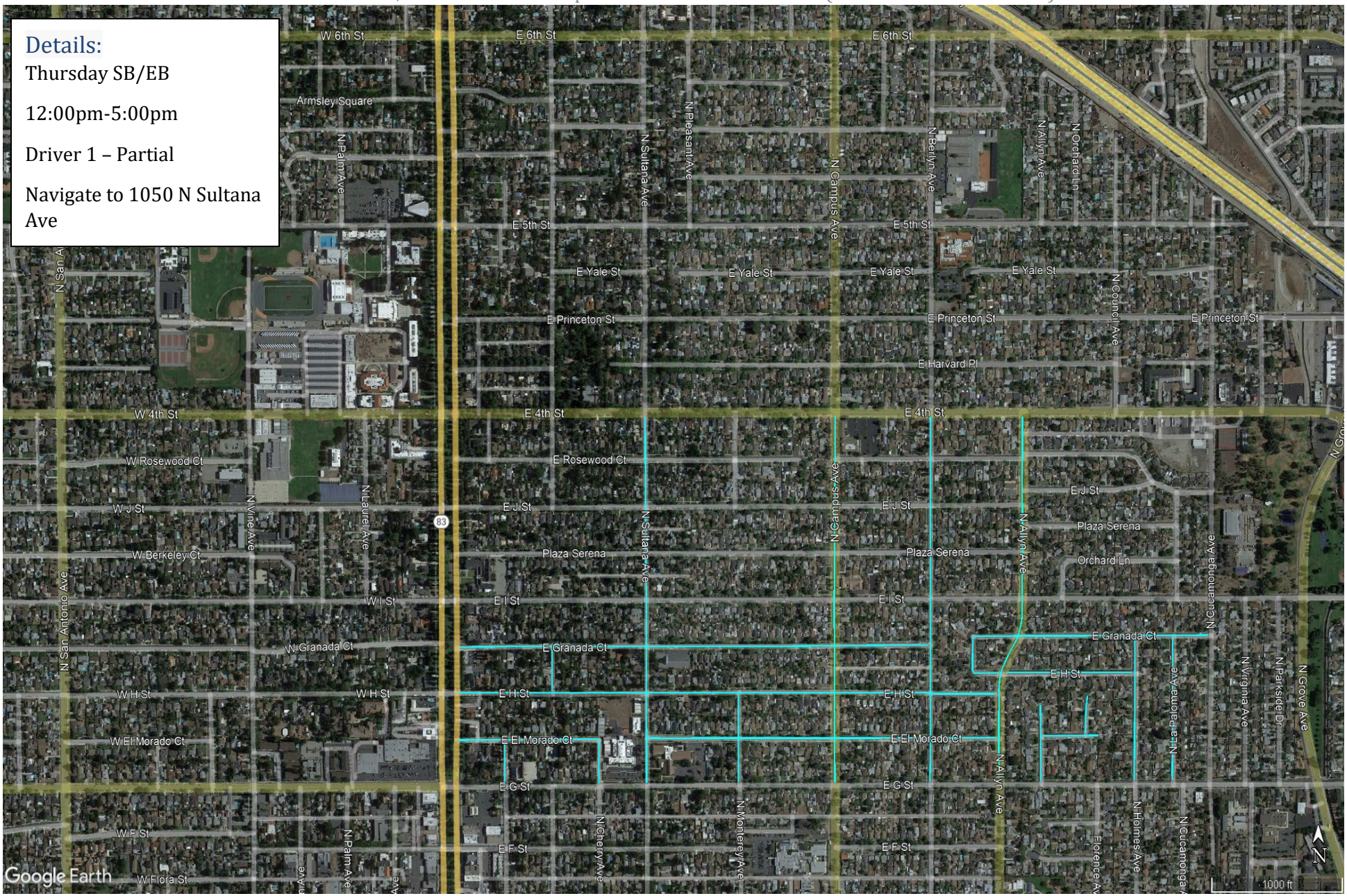
Details:

Thursday SB/EB

12:00pm-5:00pm

Driver 1 – Partial

Navigate to 1050 N Sultana Ave



Zone #29B

Contract Name: Ontario, CA Estimated Completion Time: 00:56 Minutes (01:10 Hours Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
THURSDAY	E EL MORADO CT	EUCLID AVE	N CHERRY AVE	DRIVER 1	0.20	3002
THURSDAY	E EL MORADO CT	N SULTANA AVE	N ALLYN AVE	DRIVER 1	0.50	3003
THURSDAY	E EL MORADO CT	N GREENWOOD AVE	E CUL-DE-SAC	DRIVER 1	0.08	3004
THURSDAY	E H ST	EUCLID AVE	N ALLYN AVE	DRIVER 1	0.77	3005
THURSDAY	E H ST	N ALLYN AVE	N HOLMES AVE	DRIVER 1	0.18	3006
THURSDAY	E GRANADA CT	EUCLID AVE	N BERLYN AVE	DRIVER 1	0.67	3007
THURSDAY	E GRANADA CT	N ALLYN AVE	N CUCAMONGA AVE	DRIVER 1	0.42	3008
THURSDAY	N ALLYN AVE	E 4TH ST	E G ST	DRIVER 1	0.50	3034
THURSDAY	N LA PALOMA AVE	E GRANADA CT	E G ST	DRIVER 1	0.19	3035
THURSDAY	N HOLMES AVE	E GRANADA CT	E G ST	DRIVER 1	0.19	3036
THURSDAY	N FLORENCE CT	N CUL-DE-SAC	E EL MORADO CT	DRIVER 1	0.05	3037
THURSDAY	N GREENWOOD AVE	N CUL-DE-SAC	E G ST	DRIVER 1	0.10	3038
THURSDAY	N BERLYN AVE	E 4TH ST	E G ST	DRIVER 1	0.49	3039
THURSDAY	N CAMPUS AVE	E 4TH ST	E G ST	DRIVER 1	0.49	3040
THURSDAY	N MONTEREY AVE	E H ST	E G ST	DRIVER 1	0.12	3042
THURSDAY	N SULTANA AVE	E 4TH ST	E G ST	DRIVER 1	0.49	3043
THURSDAY	N CHERRY AVE	E EL MORADO CT	E G ST	DRIVER 1	0.06	3044
THURSDAY	N LEMON AVE	E EL MORADO CT	E G ST	DRIVER 1	0.06	3045
THURSDAY	N COLUMBIA AVE	E GRANADA CT	E H ST	DRIVER 1	0.06	3046

Zone #30

Contract Name: Ontario, CA Estimated Completion Time: 00:59 Minutes (01:14 Hours Leaf Season)

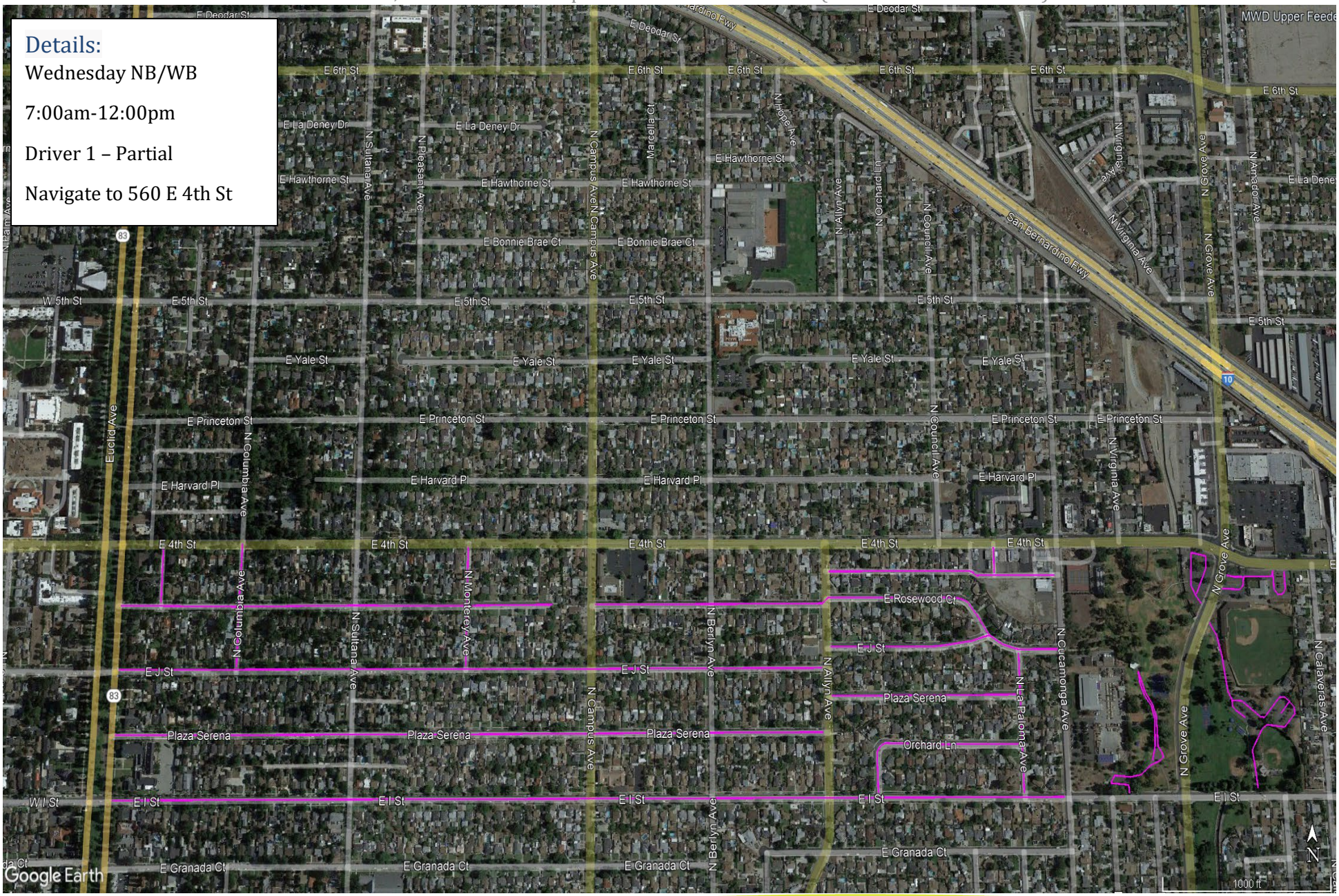
Details:

Wednesday NB/WB

7:00am-12:00pm

Driver 1 – Partial

Navigate to 560 E 4th St



Zone #30

Contract Name: Ontario, CA Estimated Completion Time: 00:59 Minutes (01:14 Hours Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
WEDNESDAY	E I ST	N CUCAMONGA AVE	EUCLID AVE	DRIVER 1	1.07	3009
WEDNESDAY	PLAZA SERENA	N ALLYN AVE	EUCLID AVE	DRIVER 1	0.80	3010
WEDNESDAY	PLAZA SERENA	N LA PALOMA AVE	N ALLYN AVE	DRIVER 1	0.21	3011
WEDNESDAY	ORCHARD LN	N LA PALOMA AVE	E I ST	DRIVER 1	0.20	3012
WEDNESDAY	E J ST	N CUCAMONGA AVE	N ALLYN AVE	DRIVER 1	0.26	3013
WEDNESDAY	E J ST	N ALLYN AVE	EUCLID AVE	DRIVER 1	0.80	3014
WEDNESDAY	E ROSEWOOD CT	E J ST	N CAMPUS AVE	DRIVER 1	0.47	3015
WEDNESDAY	E ROSEWOOD CT	E CUL-DE-SAC	EUCLID AVE	DRIVER 1	0.50	3016
WEDNESDAY	ALLEY	N CUCAMONGA AVE	N ALLYN AVE	DRIVER 1	0.26	3032
WEDNESDAY	N LA PALOMA AVE	E I ST	E J ST	DRIVER 1	0.14	3033
WEDNESDAY	N MONTEREY AVE	E J ST	E 4TH ST	DRIVER 1	0.12	3041
WEDNESDAY	N COLUMBIA AVE	E J ST	E 4TH ST	DRIVER 1	0.12	3047
WEDNESDAY	ALLEY	ALLEY	E 4TH ST	DRIVER 1	0.03	3048
WEDNESDAY	ALLEY	E ROSEWOOD CT	E 4TH ST	DRIVER 1	0.05	3049
WEDNESDAY	JOHN GALVIN PARK 1	E 4TH ST	E I ST	DRIVER 1	0.62	3257
WEDNESDAY	JOHN GALVIN PARK 2	E I ST	PARKING LOT	DRIVER 1	0.28	3258

Zone #30B

Contract Name: Ontario, CA Estimated Completion Time: 00:59 Minutes (01:14 Hours Leaf Season)

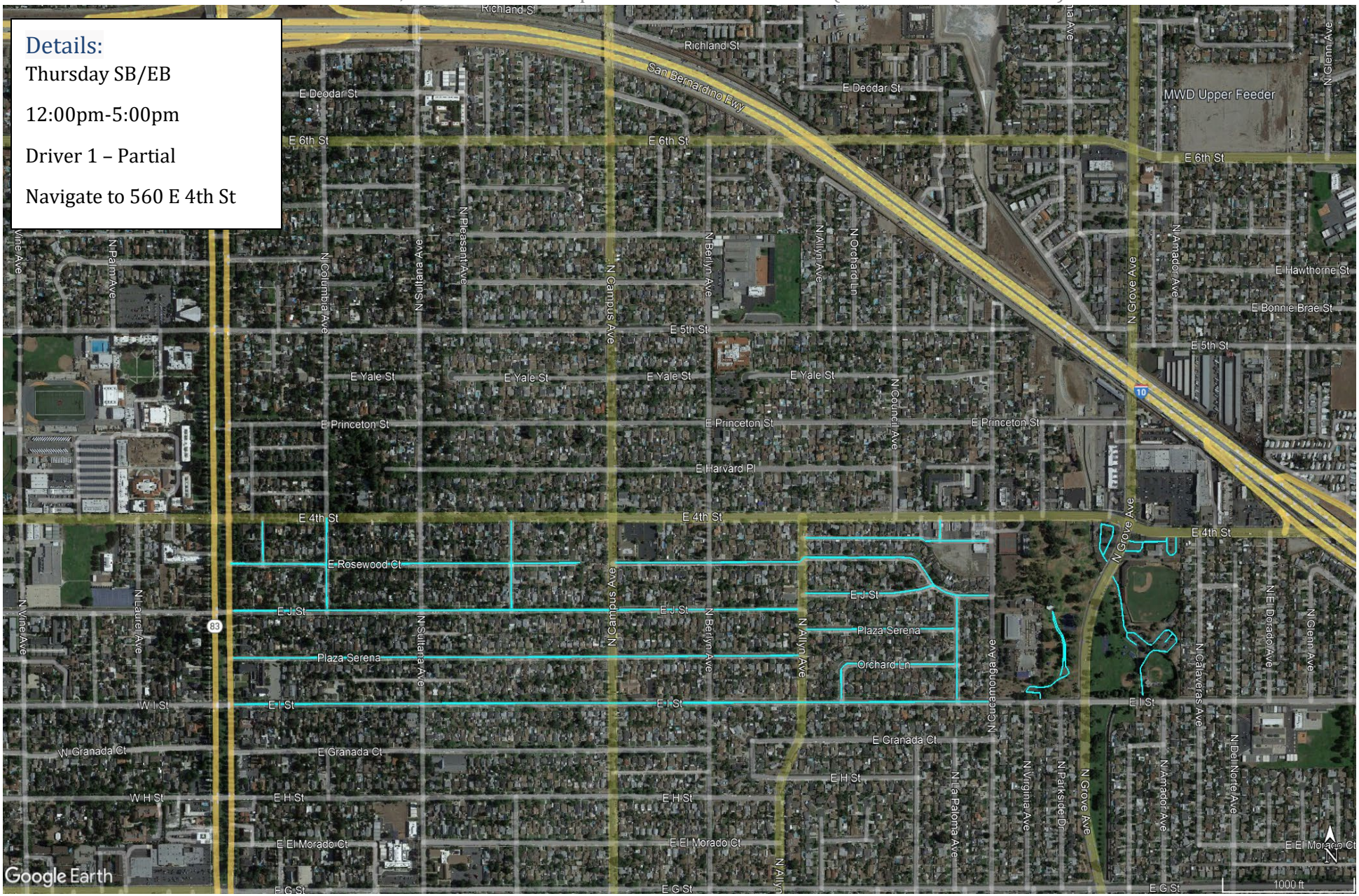
Details:

Thursday SB/EB

12:00pm-5:00pm

Driver 1 – Partial

Navigate to 560 E 4th St



Zone #30B

Contract Name: Ontario, CA Estimated Completion Time: 00:59 Minutes (01:14 Hours Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
THURSDAY	E I ST	EUCLID AVE	N CUCAMONGA AVE	DRIVER 1	1.07	3009
THURSDAY	PLAZA SERENA	EUCLID AVE	N ALLYN AVE	DRIVER 1	0.80	3010
THURSDAY	PLAZA SERENA	N ALLYN AVE	N LA PALOMA AVE	DRIVER 1	0.21	3011
THURSDAY	ORCHARD LN	E I ST	N LA PALOMA AVE	DRIVER 1	0.20	3012
THURSDAY	E J ST	N ALLYN AVE	N CUCAMONGA AVE	DRIVER 1	0.26	3013
THURSDAY	E J ST	EUCLID AVE	N ALLYN AVE	DRIVER 1	0.80	3014
THURSDAY	E ROSEWOOD CT	N CAMPUS AVE	E J ST	DRIVER 1	0.47	3015
THURSDAY	E ROSEWOOD CT	EUCLID AVE	E CUL-DE-SAC	DRIVER 1	0.50	3016
THURSDAY	ALLEY	N ALLYN AVE	N CUCAMONGA AVE	DRIVER 1	0.26	3032
THURSDAY	N LA PALOMA AVE	E J ST	E I ST	DRIVER 1	0.14	3033
THURSDAY	N MONTEREY AVE	E 4TH ST	E J ST	DRIVER 1	0.12	3041
THURSDAY	N COLUMBIA AVE	E 4TH ST	E J ST	DRIVER 1	0.12	3047
THURSDAY	ALLEY	E 4TH ST	ALLEY	DRIVER 1	0.03	3048
THURSDAY	ALLEY	E 4TH ST	E ROSEWOOD CT	DRIVER 1	0.05	3049
THURSDAY	JOHN GALVIN PARK 1	E I ST	E 4TH ST	DRIVER 1	0.62	3257
THURSDAY	JOHN GALVIN PARK 2	PARKING LOT	E I ST	DRIVER 1	0.28	3258

Zone #31

Contract Name: Ontario, CA Estimated Completion Time: 00:54 Minutes (01:08 Hours Leaf Season)

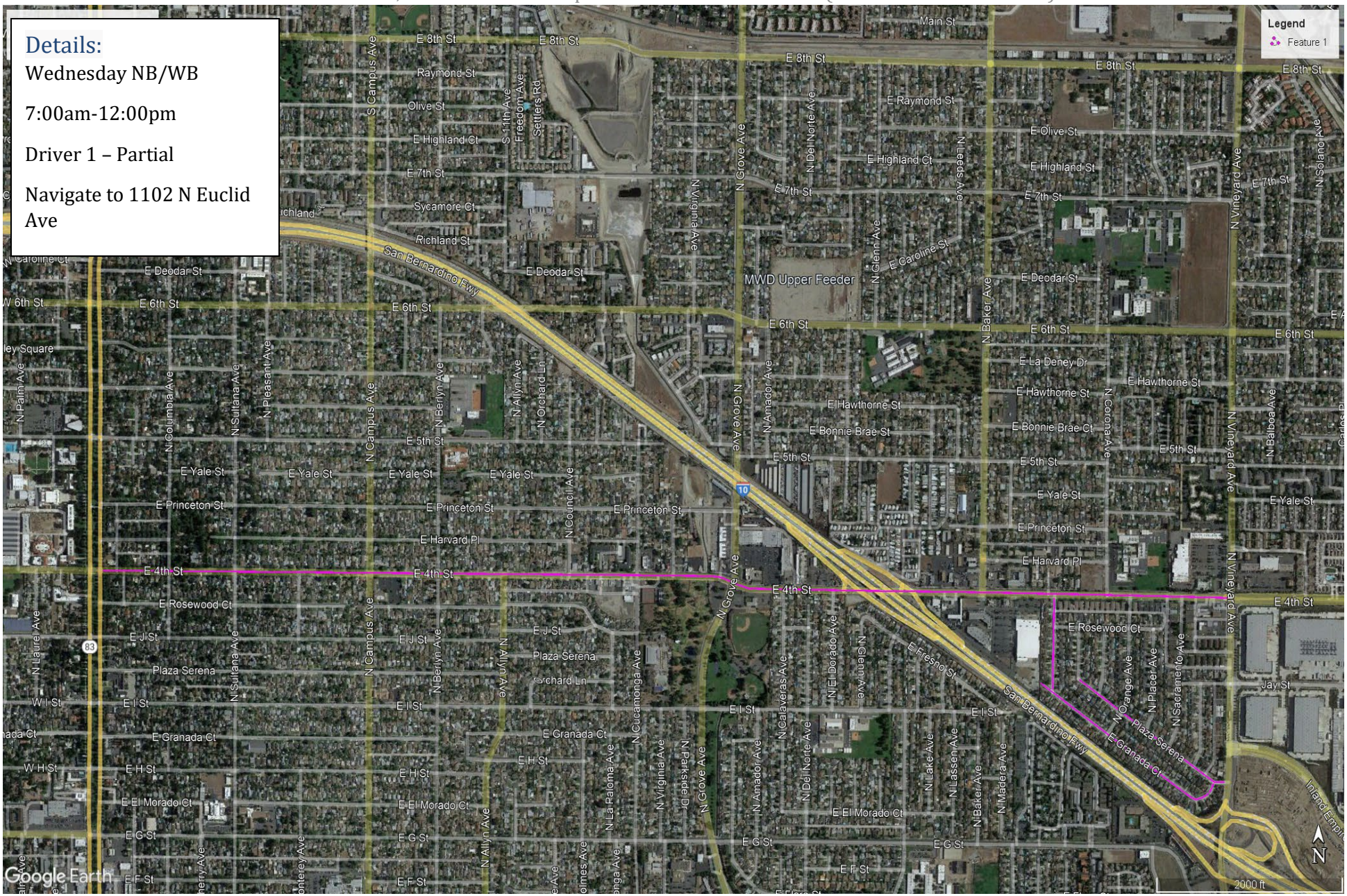
Details:

Wednesday NB/WB

7:00am-12:00pm

Driver 1 – Partial

Navigate to 1102 N Euclid Ave



Zone #31

Contract Name: Ontario, CA Estimated Completion Time: 00:54 Minutes (01:08 Hours Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
WEDNESDAY	E 4TH ST	N VINEYARD AVE	EUCLID AVE	DRIVER 1	2.28	3017
WEDNESDAY	PLAZA SERENA	N MERCED AVE	N VINEYARD AVE	DRIVER 1	0.36	3029
WEDNESDAY	E GRANADA CT	PLAZA SERENA	NW TERMINUS	DRIVER 1	0.44	3030
WEDNESDAY	N MARIPOSA AVE	E GRANADA CT	E 4TH ST	DRIVER 1	0.17	3031

Zone #31B

Contract Name: Ontario, CA Estimated Completion Time: 00:54 Minutes (01:08 Hours Leaf Season)

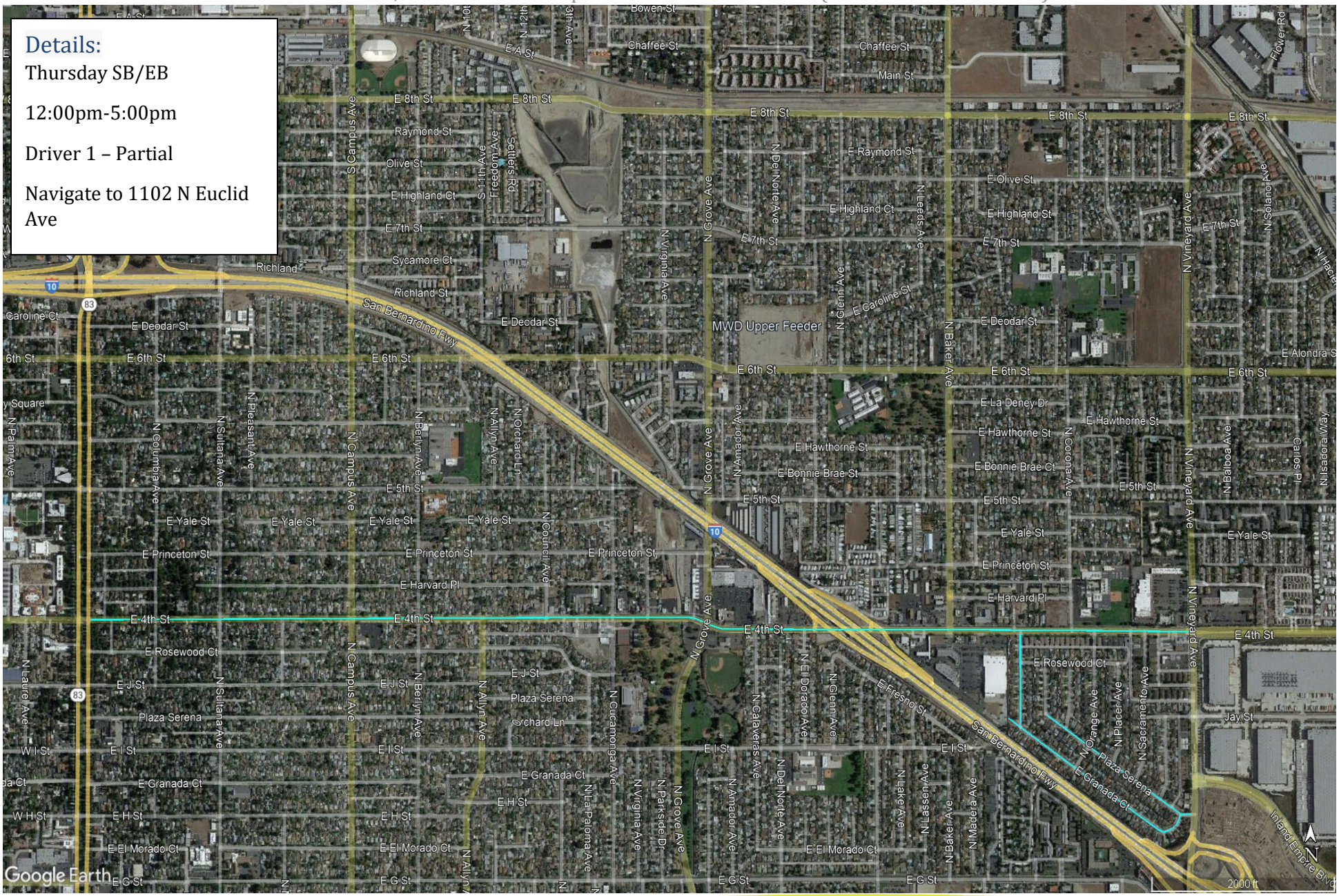
Details:

Thursday SB/EB

12:00pm-5:00pm

Driver 1 – Partial

Navigate to 1102 N Euclid Ave



Zone #31B

Contract Name: Ontario, CA Estimated Completion Time: 00:54 Minutes (01:08 Hours Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
THURSDAY	E 4TH ST	EUCLID AVE	N VINEYARD AVE	DRIVER 1	2.28	3017
THURSDAY	PLAZA SERENA	N VINEYARD AVE	N MERCED AVE	DRIVER 1	0.36	3029
THURSDAY	E GRANADA CT	NW TERMINUS	PLAZA SERENA	DRIVER 1	0.44	3030
THURSDAY	N MARIPOSA AVE	E 4TH ST	E GRANADA CT	DRIVER 1	0.17	3031

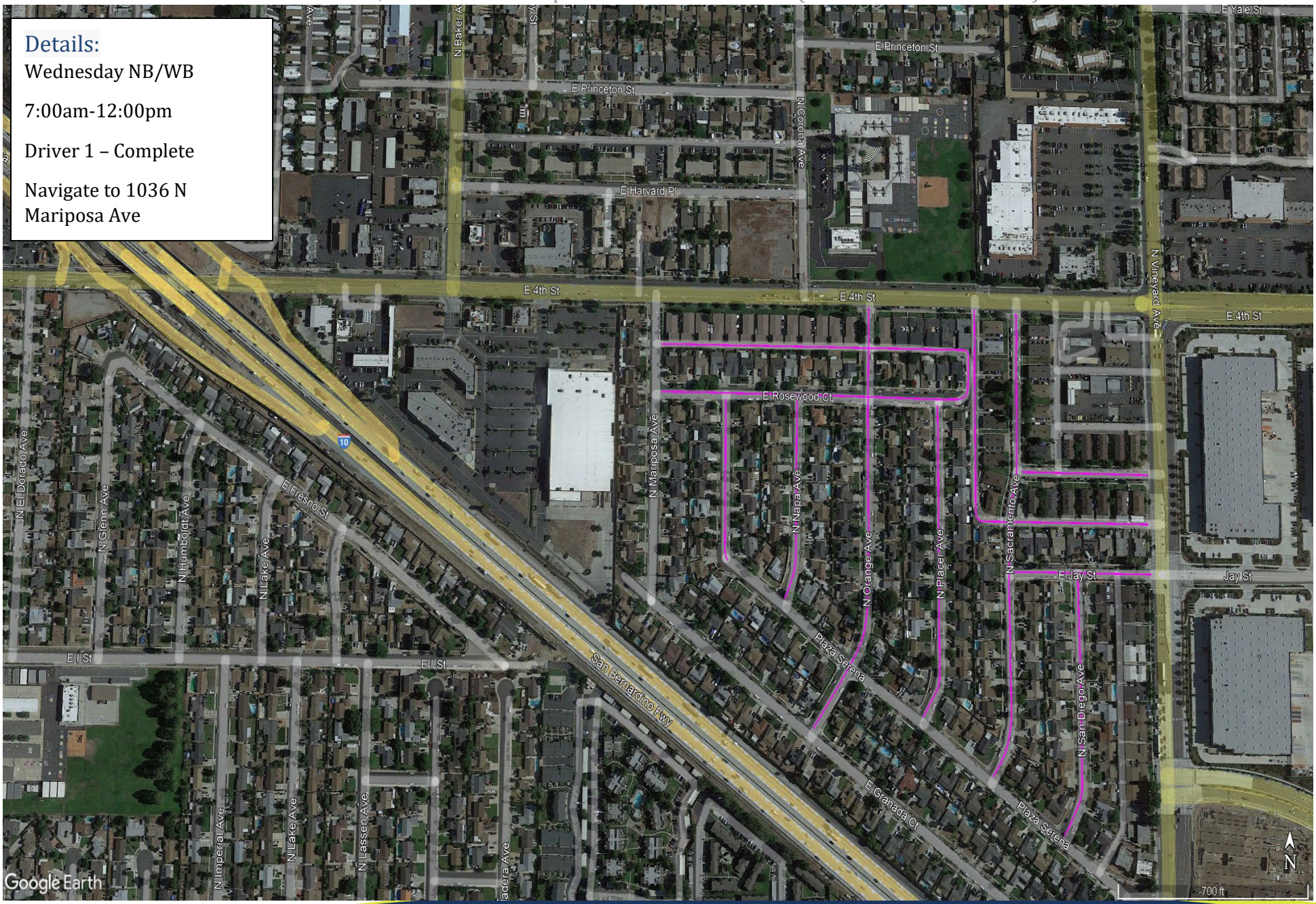
Details:

Wednesday NB/WB

7:00am-12:00pm

Driver 1 – Complete

Navigate to 1036 N Mariposa Ave



Zone #32

Contract Name: Ontario, CA Estimated Completion Time: 00:20 Minutes (00:25 Minutes Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
WEDNESDAY	E ROSEWOOD CT	ALLEY	N MARIPOSA AVE	DRIVER 1	0.22	3018
WEDNESDAY	E ROSEWOOD CT	N VINEYARD AVE	N SACRAMENTO AVE	DRIVER 1	0.09	3019
WEDNESDAY	E JAY ST	N VINEYARD AVE	N SACRAMENTO AVE	DRIVER 1	0.10	3020
WEDNESDAY	ALLEY	E ROSEWOOD CT	N MARIPOSA AVE	DRIVER 1	0.25	3021
WEDNESDAY	ALLEY	N VINEYARD AVE	E 4TH ST	DRIVER 1	0.25	3022
WEDNESDAY	N SACRAMENTO AVE	PLAZA SERENA	E 4TH ST	DRIVER 1	0.28	3023
WEDNESDAY	N SAND DIEGO AVE	PLAZA SERENA	E J ST	DRIVER 1	0.15	3024
WEDNESDAY	N PLACER AVE	PLAZA SERENA	E ROSEWOOD CT	DRIVER 1	0.19	3025
WEDNESDAY	N ORANGE AVE	E GRANADA CT	E 4TH ST	DRIVER 1	0.26	3026
WEDNESDAY	N MERCED AVE	E ROSEWOOD CT	PLAZA SERENA	DRIVER 1	0.10	3027
WEDNESDAY	N NAPA AVE	PLAZA SERENA	E ROSEWOOD CT	DRIVER 1	0.12	3028

Zone #32B

Contract Name: Ontario, CA Estimated Completion Time: 00:20 Minutes (00:25 Minutes Leaf Season)

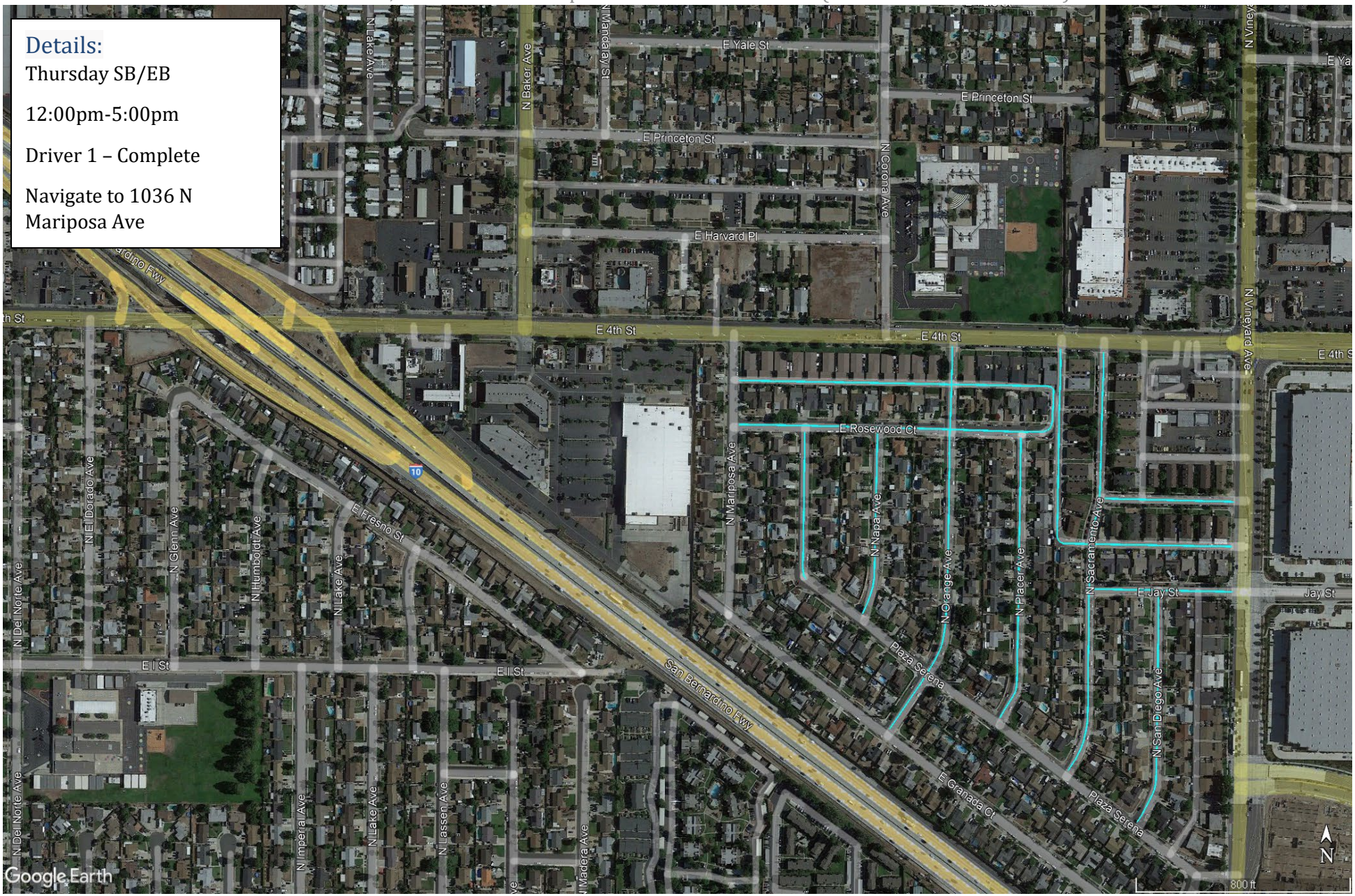
Details:

Thursday SB/EB

12:00pm-5:00pm

Driver 1 – Complete

Navigate to 1036 N Mariposa Ave



Zone #32B

Contract Name: Ontario, CA Estimated Completion Time: 00:20 Minutes (00:25 Minutes Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
THURSDAY	E ROSEWOOD CT	N MARIPOSA AVE	ALLEY	DRIVER 1	0.22	3018
THURSDAY	E ROSEWOOD CT	N SACRAMENTO AVE	N VINEYARD AVE	DRIVER 1	0.09	3019
THURSDAY	E JAY ST	N SACRAMENTO AVE	N VINEYARD AVE	DRIVER 1	0.10	3020
THURSDAY	ALLEY	N MARIPOSA AVE	E ROSEWOOD CT	DRIVER 1	0.25	3021
THURSDAY	ALLEY	E 4TH ST	N VINEYARD AVE	DRIVER 1	0.25	3022
THURSDAY	N SACRAMENTO AVE	E 4TH ST	PLAZA SERENA	DRIVER 1	0.28	3023
THURSDAY	N SAND DIEGO AVE	E J ST	PLAZA SERENA	DRIVER 1	0.15	3024
THURSDAY	N PLACER AVE	E ROSEWOOD CT	PLAZA SERENA	DRIVER 1	0.19	3025
THURSDAY	N ORANGE AVE	E 4TH ST	E GRANADA CT	DRIVER 1	0.26	3026
THURSDAY	N MERCED AVE	PLAZA SERENA	E ROSEWOOD CT	DRIVER 1	0.10	3027
THURSDAY	N NAPA AVE	E ROSEWOOD CT	PLAZA SERENA	DRIVER 1	0.12	3028

Zone #33

Contract Name: Ontario, CA Estimated Completion Time: 00:57 Minutes (01:11 Hours Leaf Season)

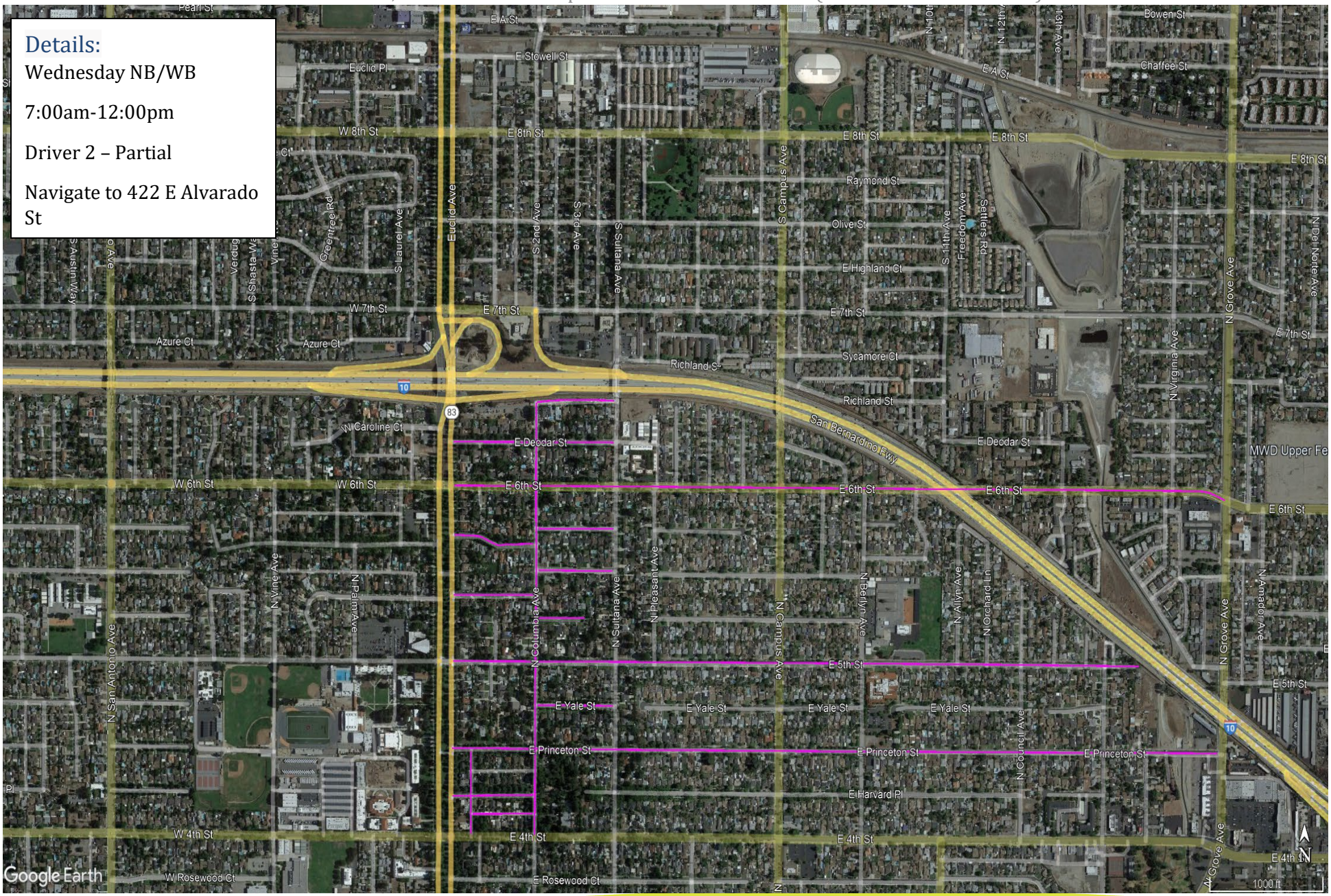
Details:

Wednesday NB/WB

7:00am-12:00pm

Driver 2 – Partial

Navigate to 422 E Alvarado St



Zone #33

Contract Name: Ontario, CA Estimated Completion Time: 00:57 Minutes (01:11 Hours Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
WEDNESDAY	ALLEY	E PRINCETON ST	E 4TH ST	DRIVER 2	0.12	3052
WEDNESDAY	ALLEY	N COLUMBIA AVE	ALLEY	DRIVER 2	0.10	3053
WEDNESDAY	E PRINCETON ST	N GROVE AVE	EUCLID AVE	DRIVER 2	1.27	3058
WEDNESDAY	E YALE ST	N SULTANA AVE	N COLUMVIA AVE	DRIVER 2	0.12	3059
WEDNESDAY	E 5TH ST	E TERMINUS	EUCLID AVE	DRIVER 2	1.14	3063
WEDNESDAY	E HAWTHORNE ST	N COLUMBIA AVE	EUCLID AVE	DRIVER 2	0.13	3064
WEDNESDAY	E BONNIE BRAE CT	E CUL-DE-SAC	N COLUMVIA AVE	DRIVER 2	0.08	3065
WEDNESDAY	E HAWTHORNE ST	N SULTANA AVE	N COLUMVIA AVE	DRIVER 2	0.12	3067
WEDNESDAY	E LA DENEY DR	N COLUMBIA AVE	EUCLID AVE	DRIVER 2	0.13	3069
WEDNESDAY	E LA DENEY DR	N SULTANA AVE	N COLUMVIA AVE	DRIVER 2	0.12	3070
WEDNESDAY	E 6TH ST	N GROVE AVE	EUCLID AVE	DRIVER 2	1.28	3074
WEDNESDAY	E DEODAR ST	N SULTANA AVE	EUCLID AVE	DRIVER 2	0.26	3075
WEDNESDAY	E ALVARADO ST	N SULTANA AVE	N COLUMVIA AVE	DRIVER 2	0.13	3076
WEDNESDAY	N COLUMBIA AVE	E 4TH ST	E ALVARADO ST	DRIVER 2	0.62	3100
WEDNESDAY	E HARVARD PL	N COLUMBIA AVE	EUCLID AVE	DRIVER 2	0.13	3255

Zone #33B

Contract Name: Ontario, CA Estimated Completion Time: 00:57 Minutes (01:11 Hours Leaf Season)

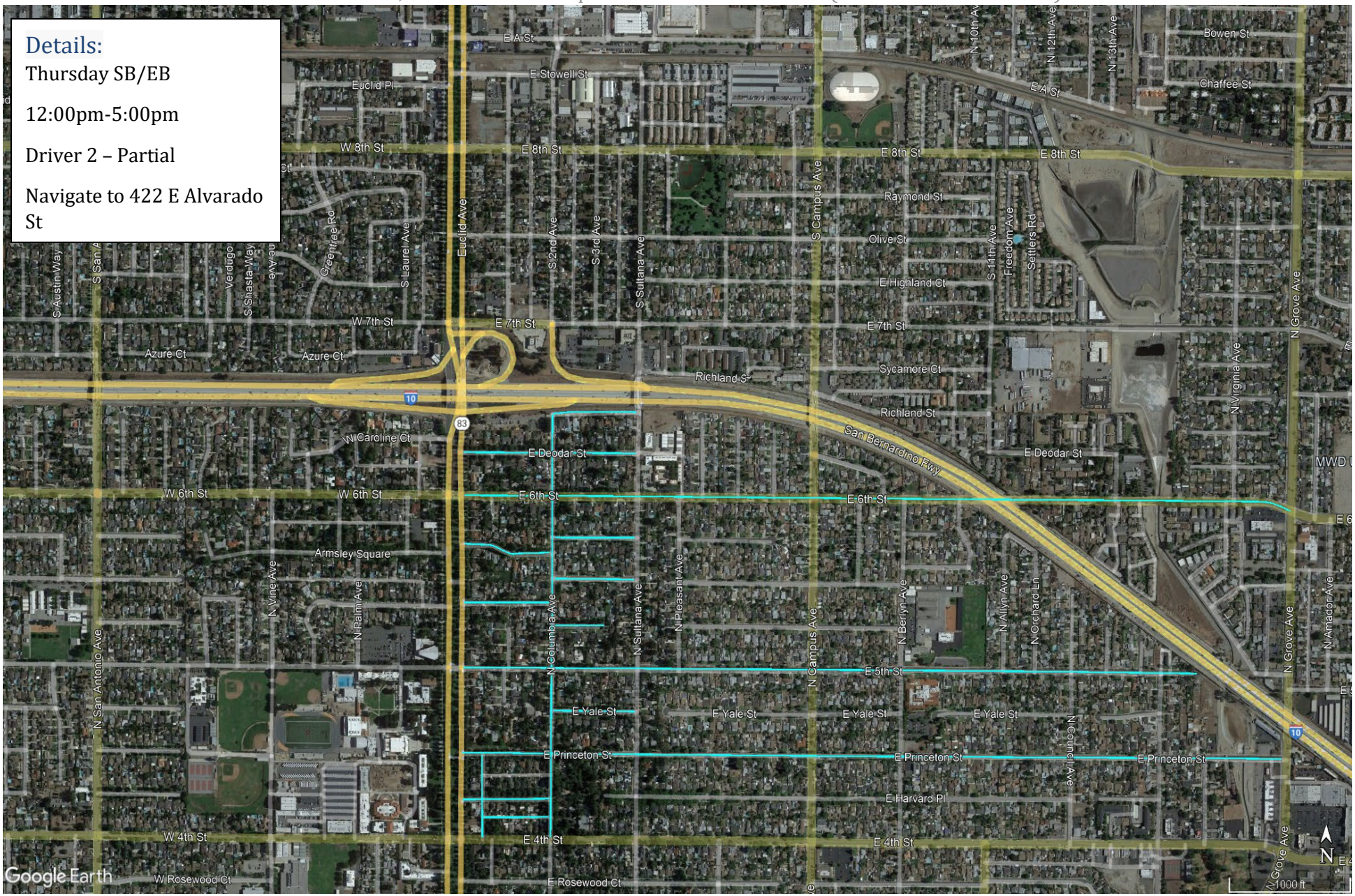
Details:

Thursday SB/EB

12:00pm-5:00pm

Driver 2 – Partial

Navigate to 422 E Alvarado St



Zone #33B

Contract Name: Ontario, CA Estimated Completion Time: 00:57 Minutes (01:11 Hours Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
THURSDAY	ALLEY	E 4TH ST	E PRINCETON ST	DRIVER 2	0.12	3052
THURSDAY	ALLEY	ALLEY	N COLUMBIA AVE	DRIVER 2	0.10	3053
THURSDAY	E PRINCETON ST	EUCLID AVE	N GROVE AVE	DRIVER 2	1.27	3058
THURSDAY	E YALE ST	N COLUMVIA AVE	N SULTANA AVE	DRIVER 2	0.12	3059
THURSDAY	E 5TH ST	EUCLID AVE	E TERMINUS	DRIVER 2	1.14	3063
THURSDAY	E HAWTHORNE ST	EUCLID AVE	N COLUMBIA AVE	DRIVER 2	0.13	3064
THURSDAY	E BONNIE BRAE CT	N COLUMVIA AVE	E CUL-DE-SAC	DRIVER 2	0.08	3065
THURSDAY	E HAWTHORNE ST	N COLUMVIA AVE	N SULTANA AVE	DRIVER 2	0.12	3067
THURSDAY	E LA DENEY DR	EUCLID AVE	N COLUMBIA AVE	DRIVER 2	0.13	3069
THURSDAY	E LA DENEY DR	N COLUMVIA AVE	N SULTANA AVE	DRIVER 2	0.12	3070
THURSDAY	E 6TH ST	EUCLID AVE	N GROVE AVE	DRIVER 2	1.28	3074
THURSDAY	E DEODAR ST	EUCLID AVE	N SULTANA AVE	DRIVER 2	0.26	3075
THURSDAY	E ALVARADO ST	N COLUMVIA AVE	N SULTANA AVE	DRIVER 2	0.13	3076
THURSDAY	N COLUMBIA AVE	E ALVARADO ST	E 4TH ST	DRIVER 2	0.62	3100
THURSDAY	E HARVARD PL	EUCLID AVE	N COLUMBIA AVE	DRIVER 2	0.13	3255

Zone #34

Contract Name: Ontario, CA Estimated Completion Time: 00:58 Minutes (01:12 Hours Leaf Season)

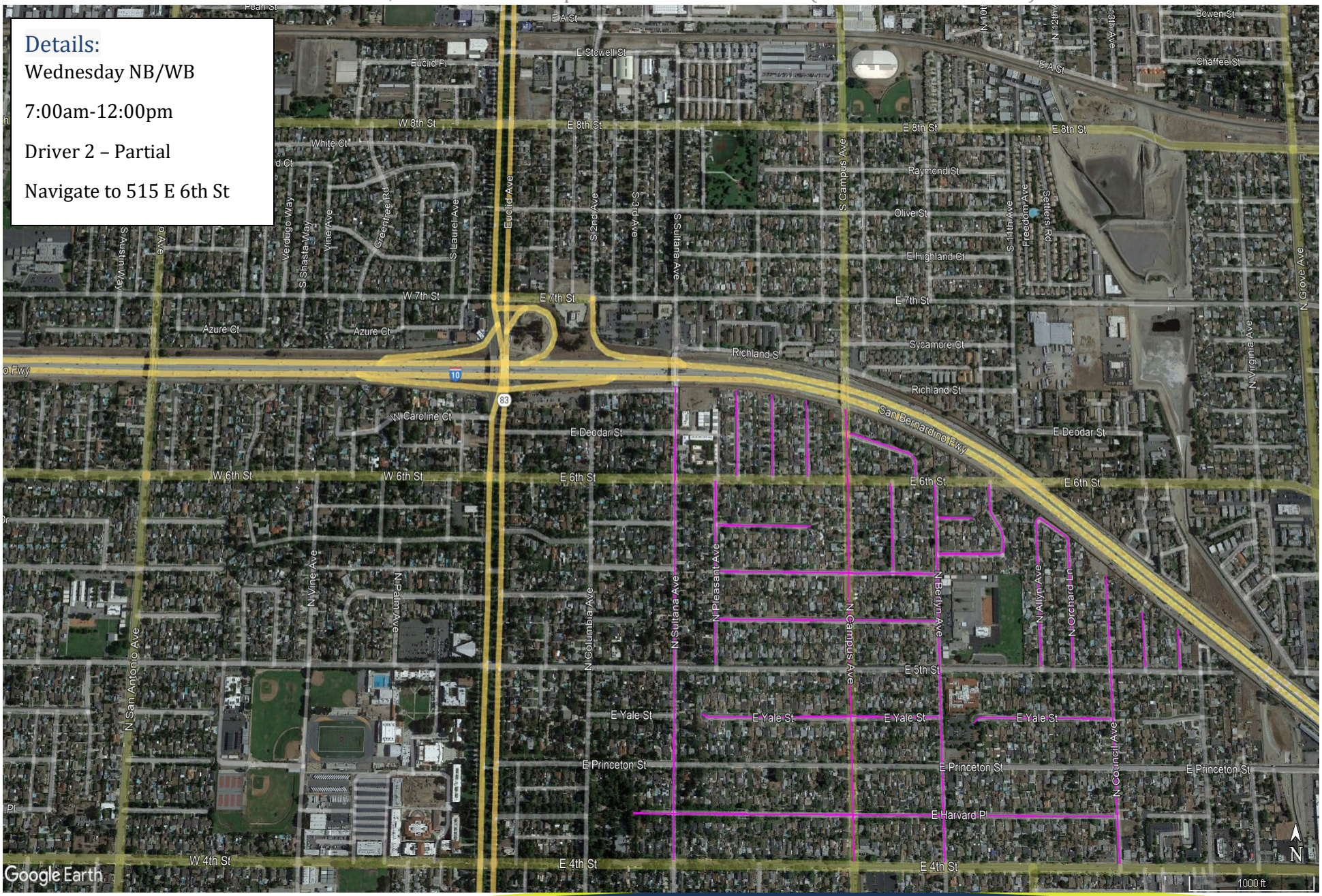
Details:

Wednesday NB/WB

7:00am-12:00pm

Driver 2 – Partial

Navigate to 515 E 6th St



District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
WEDNESDAY	E HARVARD PL	N COUNCIL AVE	W TERMINUS	DRIVER 2	0.73	3056
WEDNESDAY	E YALE ST	N BERLYN AVE	W CUL-DE-SAC	DRIVER 2	0.36	3060
WEDNESDAY	E YALE ST	N COUNCIL AVE	W CUL-DE-SAC	DRIVER 2	0.21	3061
WEDNESDAY	E BONNIE BRAE CT	E BERLYN	N PLEASANT AVE	DRIVER 2	0.34	3066
WEDNESDAY	E HAWTHORNE ST	N BERLYN AVE	N PLEASANT AVE	DRIVER 2	0.34	3068
WEDNESDAY	E LA DENEY DR	E CUL-DE-SAC	N PLEASANT AVE	DRIVER 2	0.15	3071
WEDNESDAY	E HAWTHORNE ST	N HOPE AVE	N BERLYN AVE	DRIVER 2	0.10	3072
WEDNESDAY	E LA DENEY DR	E CUL-DE-SAC	N BERLYN AVE	DRIVER 2	0.05	3073
WEDNESDAY	E DEODAR ST	S CAMPUS AVE	E 6TH ST	DRIVER 2	0.13	3077
WEDNESDAY	N LA PALOMA AVE	E 5TH ST	N CUL-DE-SAC	DRIVER 2	0.05	3086
WEDNESDAY	N HOLMES AVE	E 5TH ST	N CUL-DE-SAC	DRIVER 2	0.07	3087
WEDNESDAY	N COUNCIL AVE	E 4TH ST	N CUL-DE-SAC	DRIVER 2	0.37	3088
WEDNESDAY	N ORCHARD LN	E 5TH ST	N ALLYN AVE	DRIVER 2	0.22	3089
WEDNESDAY	N ALLYN AVE	E 5TH ST	N ORCHARD LN	DRIVER 2	0.20	3090
WEDNESDAY	N HOPE AVE	E HAWTHORNE ST	E 6TH ST	DRIVER 2	0.10	3091
WEDNESDAY	N BERLYN AVE	E 4TH ST	E 6TH ST	DRIVER 2	0.49	3092
WEDNESDAY	MARCELLA CT	E HAWTHORNE ST	E 6TH ST	DRIVER 2	0.12	3093
WEDNESDAY	N CAMPUS AVE	E 4TH ST	SAN BERNARDINO FWY	DRIVER 2	0.59	3094
WEDNESDAY	N MIRAMONTE AVE	E 6TH ST	N CUL-DE-SAC	DRIVER 2	0.11	3095
WEDNESDAY	N MONTEREY AVE	E 6TH ST	N CUL-DE-SAC	DRIVER 2	0.11	3096
WEDNESDAY	N PLEASANT AVE	E 6TH ST	N CUL-DE-SAC	DRIVER 2	0.12	3097
WEDNESDAY	N PLEASANT AVE	E 5TH ST	E 6TH ST	DRIVER 2	0.24	3098
WEDNESDAY	N SULTANA AVE	E 4TH ST	SAN BERNARDINO FWY	DRIVER 2	0.62	3099

Zone #34B

Contract Name: Ontario, CA Estimated Completion Time: 00:58 Minutes (01:12 Hours Leaf Season)

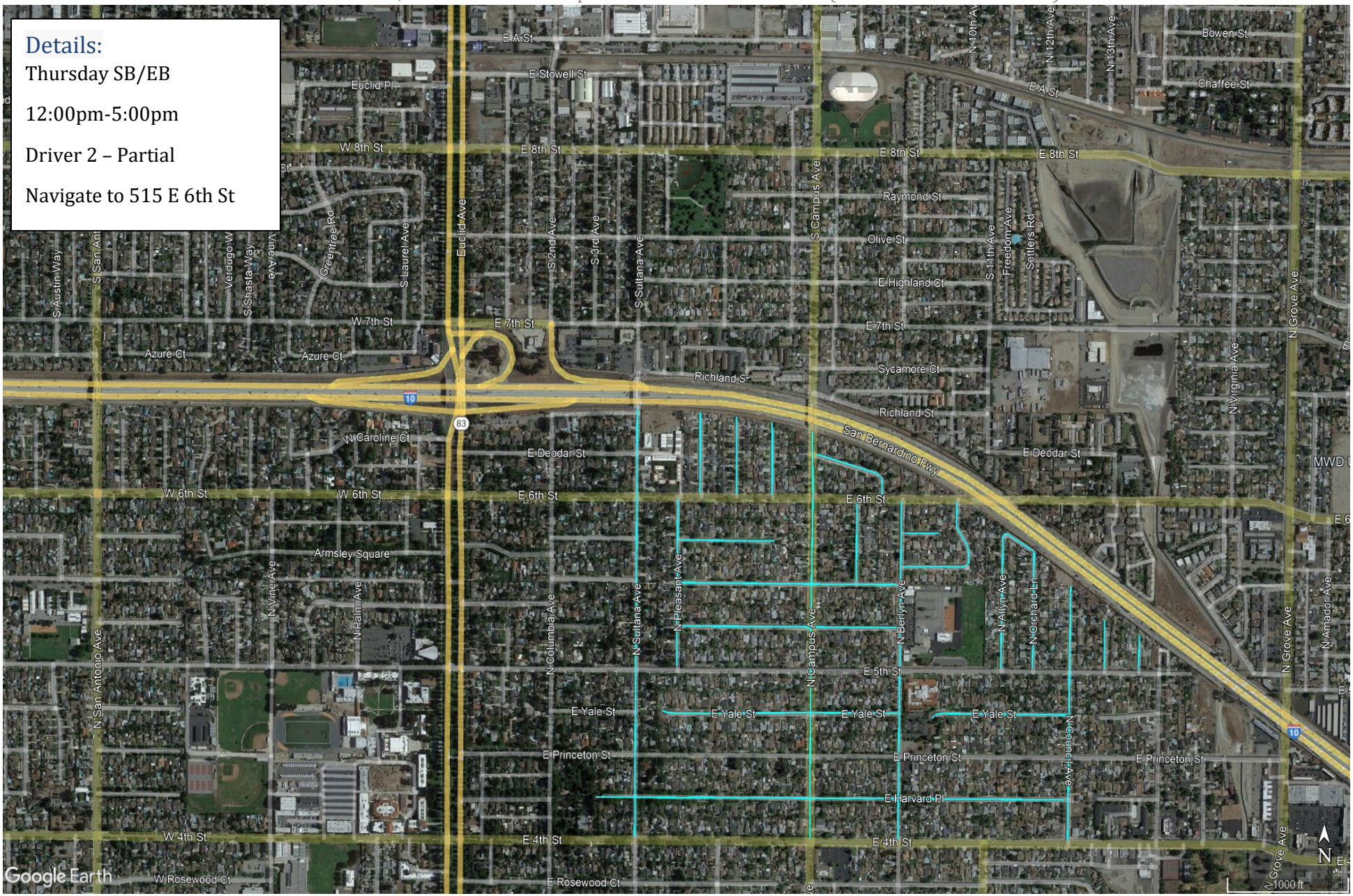
Details:

Thursday SB/EB

12:00pm-5:00pm

Driver 2 – Partial

Navigate to 515 E 6th St



District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
THURSDAY	E HARVARD PL	W TERMINUS	N COUNCIL AVE	DRIVER 2	0.73	3056
THURSDAY	E YALE ST	W CUL-DE-SAC	N BERLYN AVE	DRIVER 2	0.36	3060
THURSDAY	E YALE ST	W CUL-DE-SAC	N COUNCIL AVE	DRIVER 2	0.21	3061
THURSDAY	E BONNIE BRAE CT	N PLEASANT AVE	E BERLYN	DRIVER 2	0.34	3066
THURSDAY	E HAWTHORNE ST	N PLEASANT AVE	N BERLYN AVE	DRIVER 2	0.34	3068
THURSDAY	E LA DENEY DR	N PLEASANT AVE	E CUL-DE-SAC	DRIVER 2	0.15	3071
THURSDAY	E HAWTHORNE ST	N BERLYN AVE	N HOPE AVE	DRIVER 2	0.10	3072
THURSDAY	E LA DENEY DR	N BERLYN AVE	E CUL-DE-SAC	DRIVER 2	0.05	3073
THURSDAY	E DEODAR ST	E 6TH ST	S CAMPUS AVE	DRIVER 2	0.13	3077
THURSDAY	N LA PALOMA AVE	N CUL-DE-SAC	E 5TH ST	DRIVER 2	0.05	3086
THURSDAY	N HOLMES AVE	N CUL-DE-SAC	E 5TH ST	DRIVER 2	0.07	3087
THURSDAY	N COUNCIL AVE	N CUL-DE-SAC	E 4TH ST	DRIVER 2	0.37	3088
THURSDAY	N ORCHARD LN	N ALLYN AVE	E 5TH ST	DRIVER 2	0.22	3089
THURSDAY	N ALLYN AVE	N ORCHARD LN	E 5TH ST	DRIVER 2	0.20	3090
THURSDAY	N HOPE AVE	E 6TH ST	E HAWTHORNE ST	DRIVER 2	0.10	3091
THURSDAY	N BERLYN AVE	E 6TH ST	E 4TH ST	DRIVER 2	0.49	3092
THURSDAY	MARCELLA CT	E 6TH ST	E HAWTHORNE ST	DRIVER 2	0.12	3093
THURSDAY	N CAMPUS AVE	SAN BERNARDINO FWY	E 4TH ST	DRIVER 2	0.59	3094
THURSDAY	N MIRAMONTE AVE	N CUL-DE-SAC	E 6TH ST	DRIVER 2	0.11	3095
THURSDAY	N MONTEREY AVE	N CUL-DE-SAC	E 6TH ST	DRIVER 2	0.11	3096
THURSDAY	N PLEASANT AVE	N CUL-DE-SAC	E 6TH ST	DRIVER 2	0.12	3097
THURSDAY	N PLEASANT AVE	E 6TH ST	E 5TH ST	DRIVER 2	0.24	3098
THURSDAY	N SULTANA AVE	SAN BERNARDINO FWY	E 4TH ST	DRIVER 2	0.62	3099

Zone #35

Contract Name: Ontario, CA Estimated Completion Time: 00:59 Minutes (01:14 Hours Leaf Season)

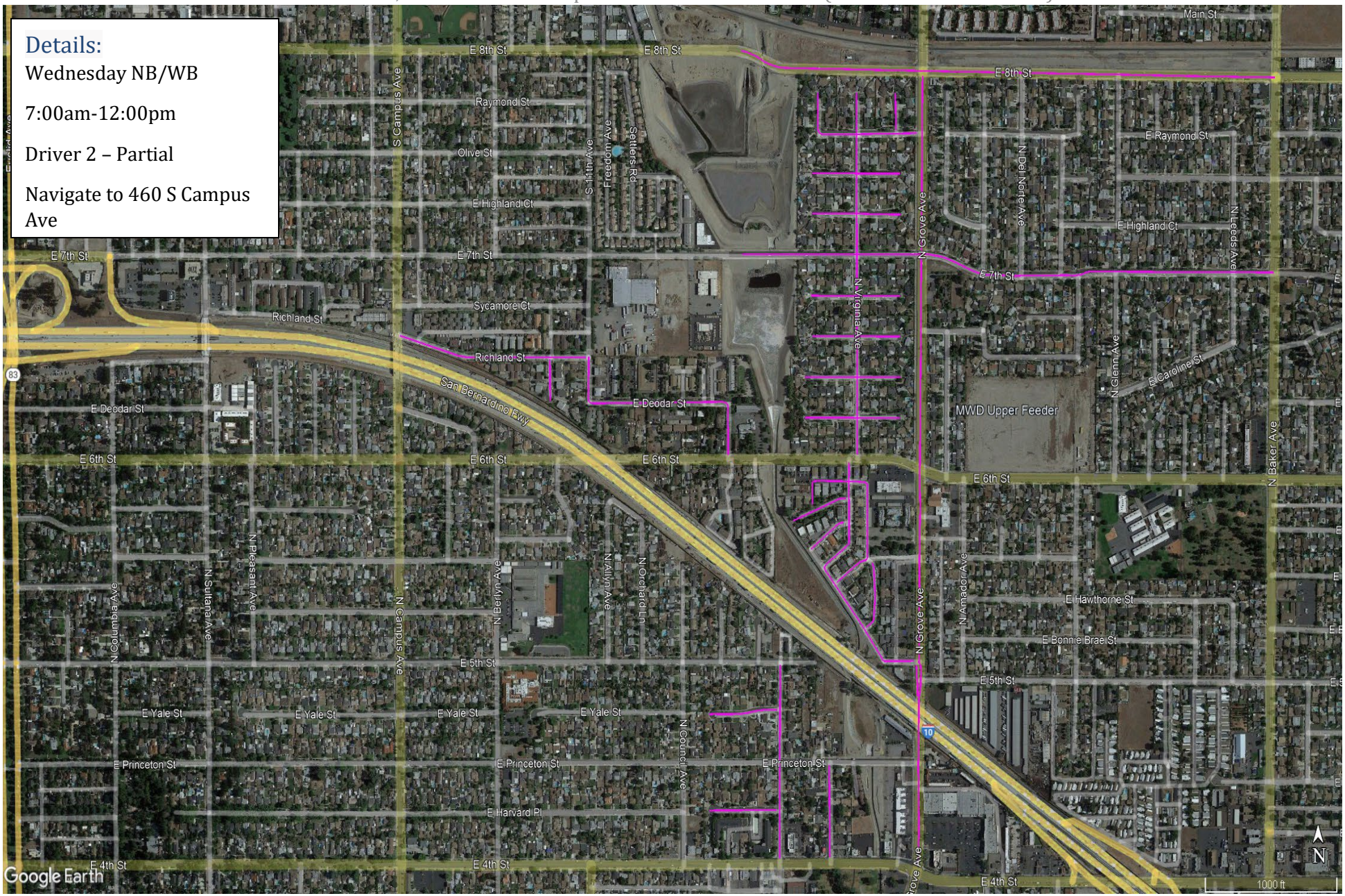
Details:

Wednesday NB/WB

7:00am-12:00pm

Driver 2 – Partial

Navigate to 460 S Campus Ave



District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
WEDNESDAY	ALLEY	N VIRGINIA AVE	TERMINUS	DRIVER 2	0.25	3054
WEDNESDAY	ALLEY	N VIRGINIA AVE	N VIRGINIA AVE	DRIVER 2	0.06	3055
WEDNESDAY	E HARVARD PL	N CUCAMONGA AVE	W CUL-DE-SAC	DRIVER 2	0.10	3057
WEDNESDAY	E YALE ST	N CUCAMONGA AVE	W CUL-DE-SAC	DRIVER 2	0.10	3062
WEDNESDAY	RICHLAND ST	N 11TH AVE	N CAMPUS AVE	DRIVER 2	0.27	3078
WEDNESDAY	E DEODAR ST	N HOLMES AVE	N 11TH AVE	DRIVER 2	0.20	3079
WEDNESDAY	N HOPE AVE	S CUL-DE-SAC	RICHLAND ST	DRIVER 2	0.05	3080
WEDNESDAY	N 11TH AVE	E DEODAR ST	RICHLAND ST	DRIVER 2	0.06	3081
WEDNESDAY	N HOLMES AVE	E 6TH ST	E DEODER ST	DRIVER 2	0.06	3082
WEDNESDAY	N GROVE AVE	E 4TH ST	E 8TH ST	DRIVER 2	1.02	3083
WEDNESDAY	N VIRGINIA AVE	E 4TH ST	E PRINCETON ST	DRIVER 2	0.11	3084
WEDNESDAY	N CUCAMONGA AVE	E 4TH ST	E 5TH ST	DRIVER 2	0.24	3085
WEDNESDAY	E 5TH ST	N GROVE AVE	N VIRGINIA AVE	DRIVER 2	0.04	3101
WEDNESDAY	N VIRGINIA AVE	E 5TH ST	E 6TH ST	DRIVER 2	0.29	3102
WEDNESDAY	E LA DENEY CT	N VIRGINIA AVE	W CUL-DE-SAC	DRIVER 2	0.08	3103
WEDNESDAY	N PARKSIDE DR	N VIRGINIA AVE	ALLEY	DRIVER 2	0.09	3104
WEDNESDAY	N VIRGINIA AVE	E 6TH ST	N CUL-DE-SAC	DRIVER 2	0.44	3105
WEDNESDAY	E DEODAR ST	E CUL-DE-SAC	W CUL-DE-SAC	DRIVER 2	0.14	3106
WEDNESDAY	E CAROLINE CT	E CUL-DE-SAC	W CUL-DE-SAC	DRIVER 2	0.14	3107
WEDNESDAY	E ALVARADO ST	E CUL-DE-SAC	W CUL-DE-SAC	DRIVER 2	0.12	3108
WEDNESDAY	SYCAMORE CT	E CUL-DE-SAC	W CUL-DE-SAC	DRIVER 2	0.13	3109
WEDNESDAY	E HIGHLAND CT	E CUL-DE-SAC	W CUL-DE-SAC	DRIVER 2	0.13	3110
WEDNESDAY	E OLIVE CT	E CUL-DE-SAC	W CUL-DE-SAC	DRIVER 2	0.12	3111
WEDNESDAY	E RAYMOND ST	N GROVE AVE	RAYMOND CT	DRIVER 2	0.14	3112
WEDNESDAY	RAYMOND CT	E RAYMOND ST	N CUL-DE-SAC	DRIVER 2	0.05	3113
WEDNESDAY	N PARKSIDE CT	E RAYMOND ST	N CUL-DE-SAC	DRIVER 2	0.04	3114
WEDNESDAY	E 7TH ST	N BAKER AVE	CITY LIMIT	DRIVER 2	0.76	3115
WEDNESDAY	E 8TH ST	N BAKER AVE	CITY LIMIT	DRIVER 2	0.76	3167

Zone #35B

Contract Name: Ontario, CA Estimated Completion Time: 00:59 Minutes (01:14 Hours Leaf Season)

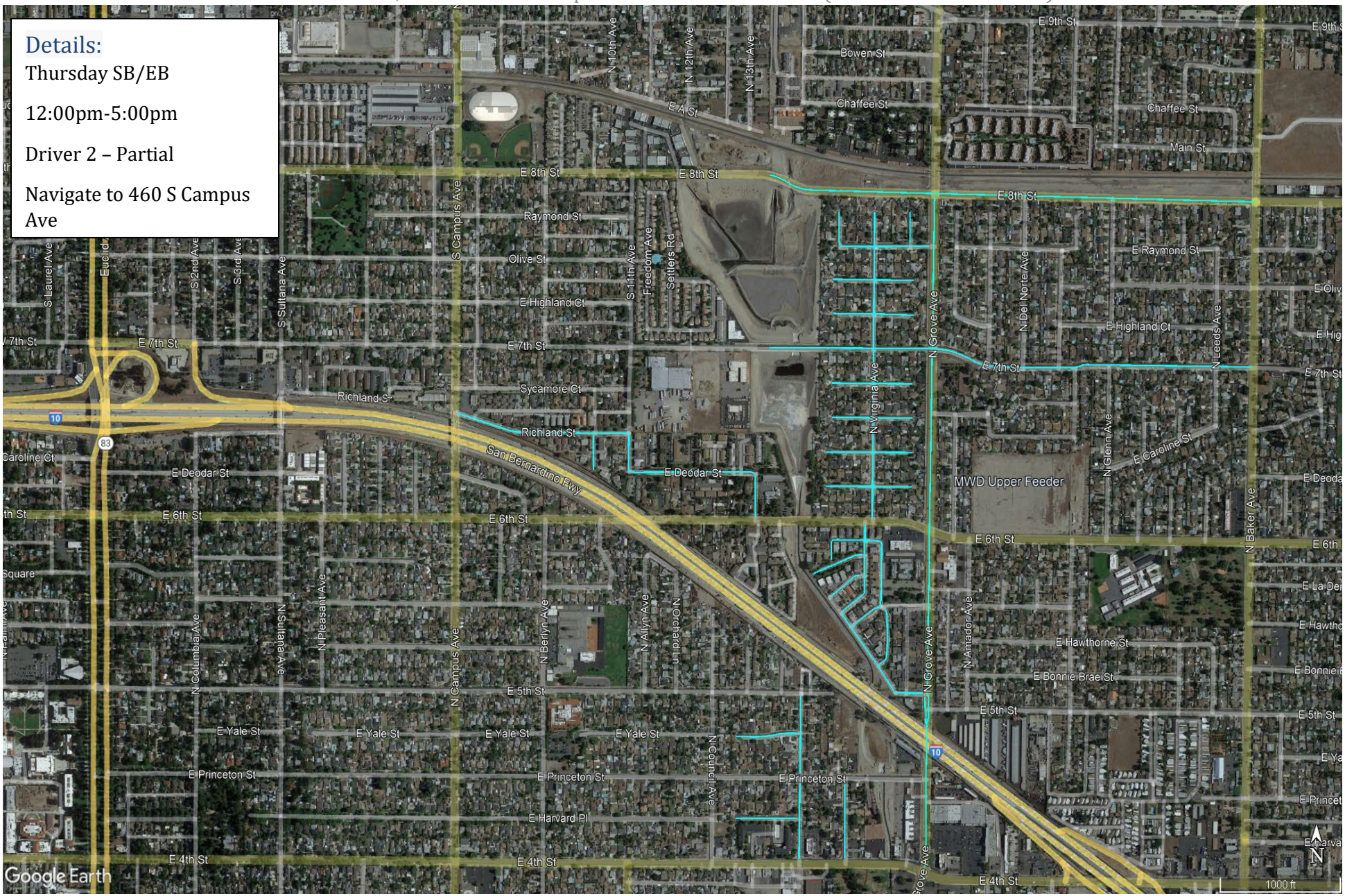
Details:

Thursday SB/EB

12:00pm-5:00pm

Driver 2 – Partial

Navigate to 460 S Campus Ave



District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
THURSDAY	ALLEY	TERMINUS	N VIRGINIA AVE	DRIVER 2	0.25	3054
THURSDAY	ALLEY	N VIRGINIA AVE	N VIRGINIA AVE	DRIVER 2	0.06	3055
THURSDAY	E HARVARD PL	W CUL-DE-SAC	N CUCAMONGA AVE	DRIVER 2	0.10	3057
THURSDAY	E YALE ST	W CUL-DE-SAC	N CUCAMONGA AVE	DRIVER 2	0.10	3062
THURSDAY	RICHLAND ST	N CAMPUS AVE	N 11TH AVE	DRIVER 2	0.27	3078
THURSDAY	E DEODAR ST	N 11TH AVE	N HOLMES AVE	DRIVER 2	0.20	3079
THURSDAY	N HOPE AVE	RICHLAND ST	S CUL-DE-SAC	DRIVER 2	0.05	3080
THURSDAY	N 11TH AVE	RICHLAND ST	E DEODAR ST	DRIVER 2	0.06	3081
THURSDAY	N HOLMES AVE	E DEODER ST	E 6TH ST	DRIVER 2	0.06	3082
THURSDAY	N GROVE AVE	E 8TH ST	E 4TH ST	DRIVER 2	1.02	3083
THURSDAY	N VIRGINIA AVE	E PRINCETON ST	E 4TH ST	DRIVER 2	0.11	3084
THURSDAY	N CUCAMONGA AVE	E 5TH ST	E 4TH ST	DRIVER 2	0.24	3085
THURSDAY	E 5TH ST	N VIRGINIA AVE	N GROVE AVE	DRIVER 2	0.04	3101
THURSDAY	N VIRGINIA AVE	E 6TH ST	E 5TH ST	DRIVER 2	0.29	3102
THURSDAY	E LA DENEY CT	W CUL-DE-SAC	N VIRGINIA AVE	DRIVER 2	0.08	3103
THURSDAY	N PARKSIDE DR	ALLEY	N VIRGINIA AVE	DRIVER 2	0.09	3104
THURSDAY	N VIRGINIA AVE	N CUL-DE-SAC	E 6TH ST	DRIVER 2	0.44	3105
THURSDAY	E DEODAR ST	W CUL-DE-SAC	E CUL-DE-SAC	DRIVER 2	0.14	3106
THURSDAY	E CAROLINE CT	W CUL-DE-SAC	E CUL-DE-SAC	DRIVER 2	0.14	3107
THURSDAY	E ALVARADO ST	W CUL-DE-SAC	E CUL-DE-SAC	DRIVER 2	0.12	3108
THURSDAY	SYCAMORE CT	W CUL-DE-SAC	E CUL-DE-SAC	DRIVER 2	0.13	3109
THURSDAY	E HIGHLAND CT	W CUL-DE-SAC	E CUL-DE-SAC	DRIVER 2	0.13	3110
THURSDAY	E OLIVE CT	W CUL-DE-SAC	E CUL-DE-SAC	DRIVER 2	0.12	3111
THURSDAY	E RAYMOND ST	RAYMOND CT	N GROVE AVE	DRIVER 2	0.14	3112
THURSDAY	RAYMOND CT	N CUL-DE-SAC	E RAYMOND ST	DRIVER 2	0.05	3113
THURSDAY	N PARKSIDE CT	N CUL-DE-SAC	E RAYMOND ST	DRIVER 2	0.04	3114
THURSDAY	E 7TH ST	CITY LIMIT	N BAKER AVE	DRIVER 2	0.76	3115
THURSDAY	E 8TH ST	CITY LIMIT	N BAKER AVE	DRIVER 2	0.76	3167

Zone #36

Contract Name: Ontario, CA Estimated Completion Time: 00:21 Minutes (00:27 Minutes Leaf Season)

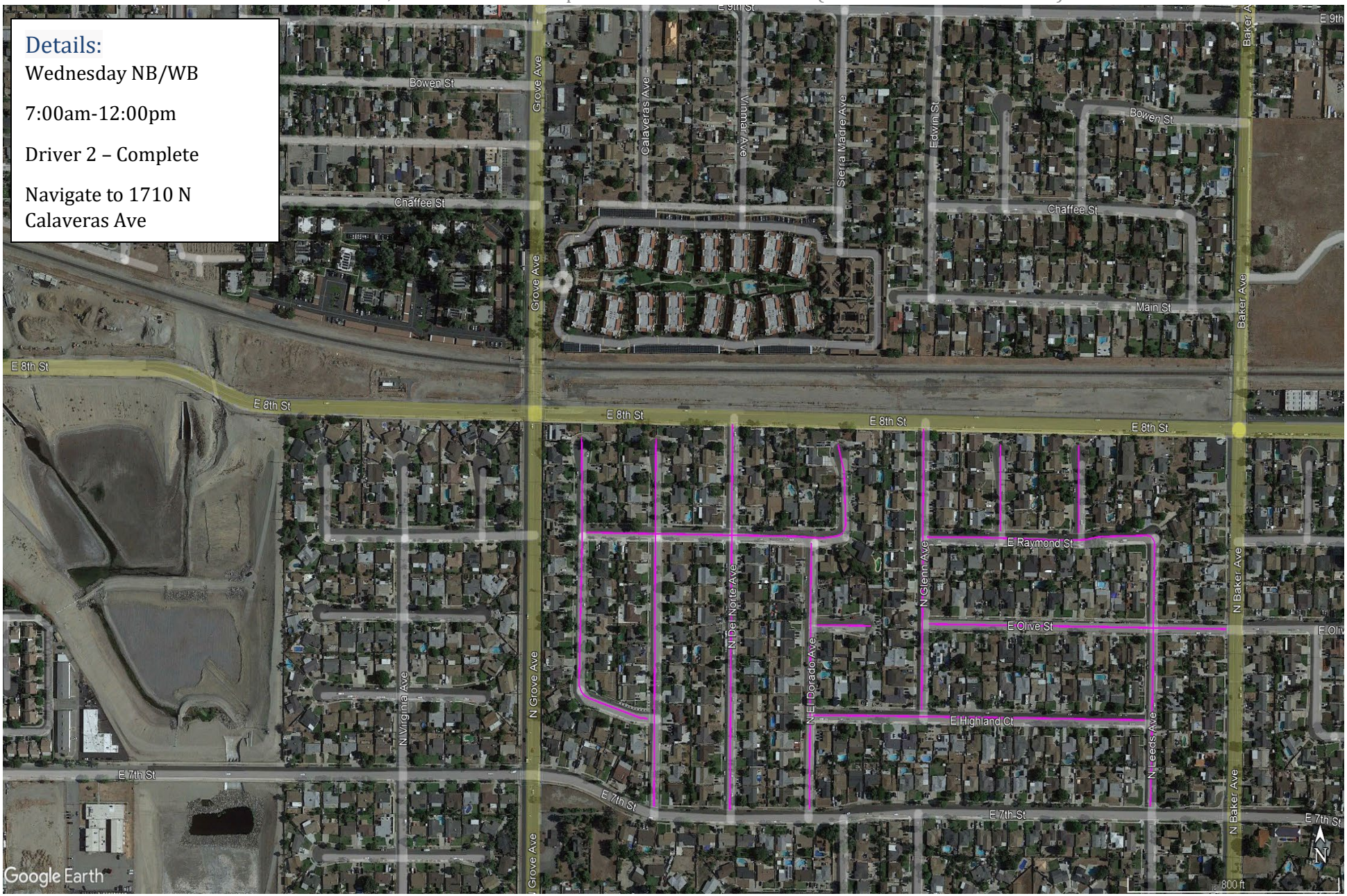
Details:

Wednesday NB/WB

7:00am-12:00pm

Driver 2 – Complete

Navigate to 1710 N Calaveras Ave



Zone #36

Contract Name: Ontario, CA Estimated Completion Time: 00:21 Minutes (00:27 Minutes Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
WEDNESDAY	E HIGHLAND CT	N AMADOR AVE	CALAVERAS AVE	DRIVER 2	0.05	3116
WEDNESDAY	N AMADOR AVE	E HIGHLAND CT	N CUL-DE-SAC	DRIVER 2	0.16	3117
WEDNESDAY	CALAVERAS AVE	N 7TH	N CUL-DE-SAC	DRIVER 2	0.23	3118
WEDNESDAY	N EL DORADO AVE	E RAYMOND ST	N CUL-DE-SAC	DRIVER 2	0.05	3119
WEDNESDAY	E RAYMOND ST	N EL DORADO AVE	N AMADOR AVE	DRIVER 2	0.18	3120
WEDNESDAY	N DEL NORTE AVE	E 7TH ST	E 8TH ST	DRIVER 2	0.24	3121
WEDNESDAY	E OLIVE CT	E CUL-DE-SAC	N EL DORADO AVE	DRIVER 2	0.04	3122
WEDNESDAY	N EL DORADO AVE	E 7TH ST	E RAYMOND ST	DRIVER 2	0.17	3123
WEDNESDAY	N LEEDS AVE	E 7TH ST	E RAYMOND ST	DRIVER 2	0.17	3125
WEDNESDAY	N GLENN AVE	E HIGHLAND CT	E 8TH ST	DRIVER 2	0.17	3126
WEDNESDAY	N HUMBOLT AVE	E RAYMOND ST	N CUL-DE-SAC	DRIVER 2	0.05	3127
WEDNESDAY	N LAKE AVE	E RAYMOND ST	N CUL-DE-SAC	DRIVER 2	0.05	3128
WEDNESDAY	E RAYMOND ST	N LEEDS AVE	N GLENN AVE	DRIVER 2	0.16	3129
WEDNESDAY	E OLIVE ST	N BAKER AVE	N GLENN AVE	DRIVER 2	0.21	3130
WEDNESDAY	E HIGHLAND CT	N LEEDS AVE	N EL DORADO AVE	DRIVER 2	0.24	3131

Zone #36B

Contract Name: Ontario, CA Estimated Completion Time: 00:21 Minutes (00:27 Minutes Leaf Season)

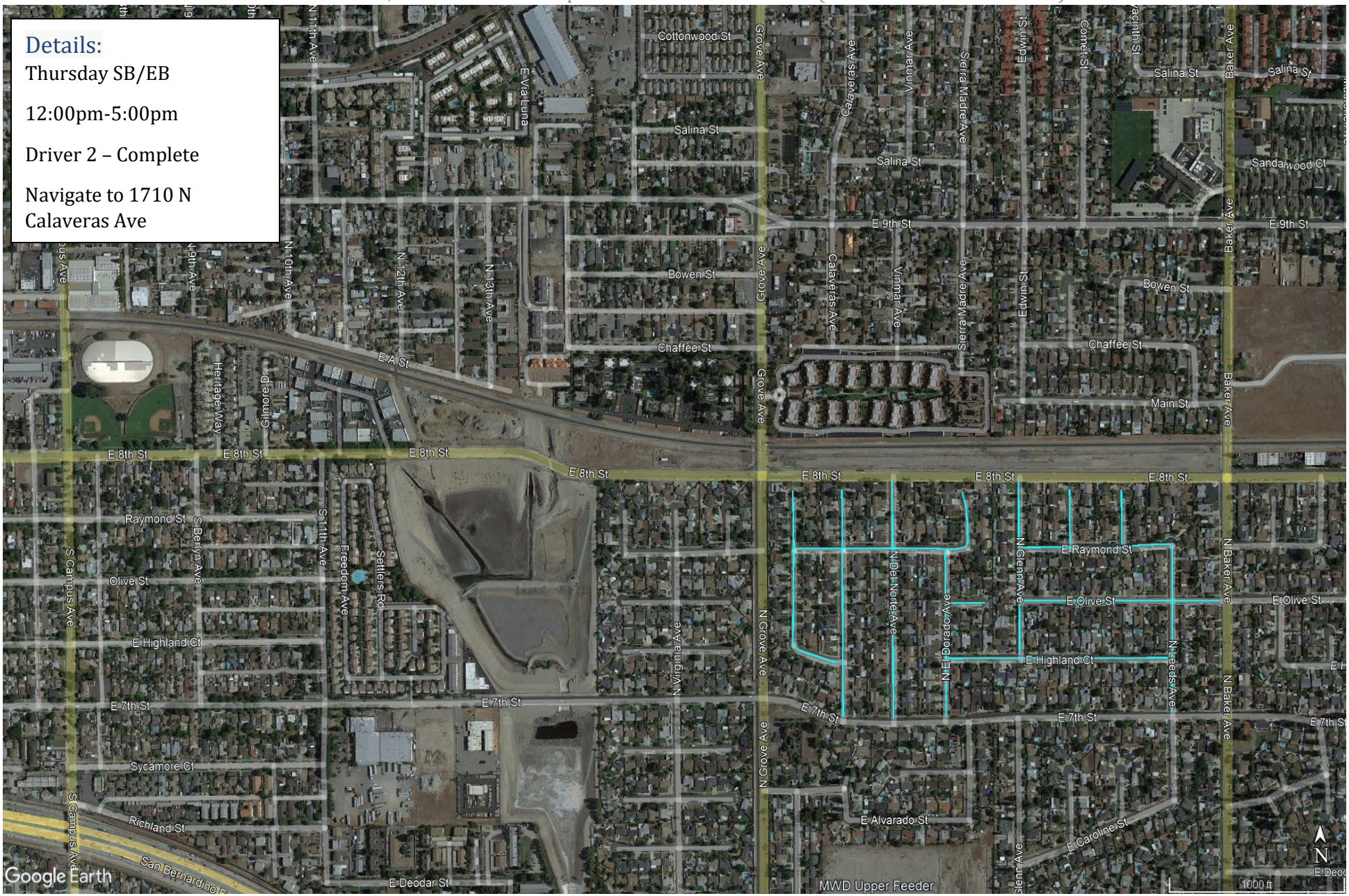
Details:

Thursday SB/EB

12:00pm-5:00pm

Driver 2 – Complete

Navigate to 1710 N Calaveras Ave



Zone #36B

Contract Name: Ontario, CA Estimated Completion Time: 00:21 Minutes (00:27 Minutes Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
THURSDAY	E HIGHLAND CT	CALAVERAS AVE	N AMADOR AVE	DRIVER 2	0.05	3116
THURSDAY	N AMADOR AVE	N CUL-DE-SAC	E HIGHLAND CT	DRIVER 2	0.16	3117
THURSDAY	CALAVERAS AVE	N CUL-DE-SAC	N 7TH	DRIVER 2	0.23	3118
THURSDAY	N EL DORADO AVE	N CUL-DE-SAC	E RAYMOND ST	DRIVER 2	0.05	3119
THURSDAY	E RAYMOND ST	N AMADOR AVE	N EL DORADO AVE	DRIVER 2	0.18	3120
THURSDAY	N DEL NORTE AVE	E 8TH ST	E 7TH ST	DRIVER 2	0.24	3121
THURSDAY	E OLIVE CT	N EL DORADO AVE	E CUL-DE-SAC	DRIVER 2	0.04	3122
THURSDAY	N EL DORADO AVE	E RAYMOND ST	E 7TH ST	DRIVER 2	0.17	3123
THURSDAY	N LEEDS AVE	E RAYMOND ST	E 7TH ST	DRIVER 2	0.17	3125
THURSDAY	N GLENN AVE	E 8TH ST	E HIGHLAND CT	DRIVER 2	0.17	3126
THURSDAY	N HUMBOLT AVE	N CUL-DE-SAC	E RAYMOND ST	DRIVER 2	0.05	3127
THURSDAY	N LAKE AVE	N CUL-DE-SAC	E RAYMOND ST	DRIVER 2	0.05	3128
THURSDAY	E RAYMOND ST	N GLENN AVE	N LEEDS AVE	DRIVER 2	0.16	3129
THURSDAY	E OLIVE ST	N GLENN AVE	N BAKER AVE	DRIVER 2	0.21	3130
THURSDAY	E HIGHLAND CT	N EL DORADO AVE	N LEEDS AVE	DRIVER 2	0.24	3131

Zone #37

Contract Name: Ontario, CA Estimated Completion Time: 00:59 Minutes (01:13 Hours Leaf Season)

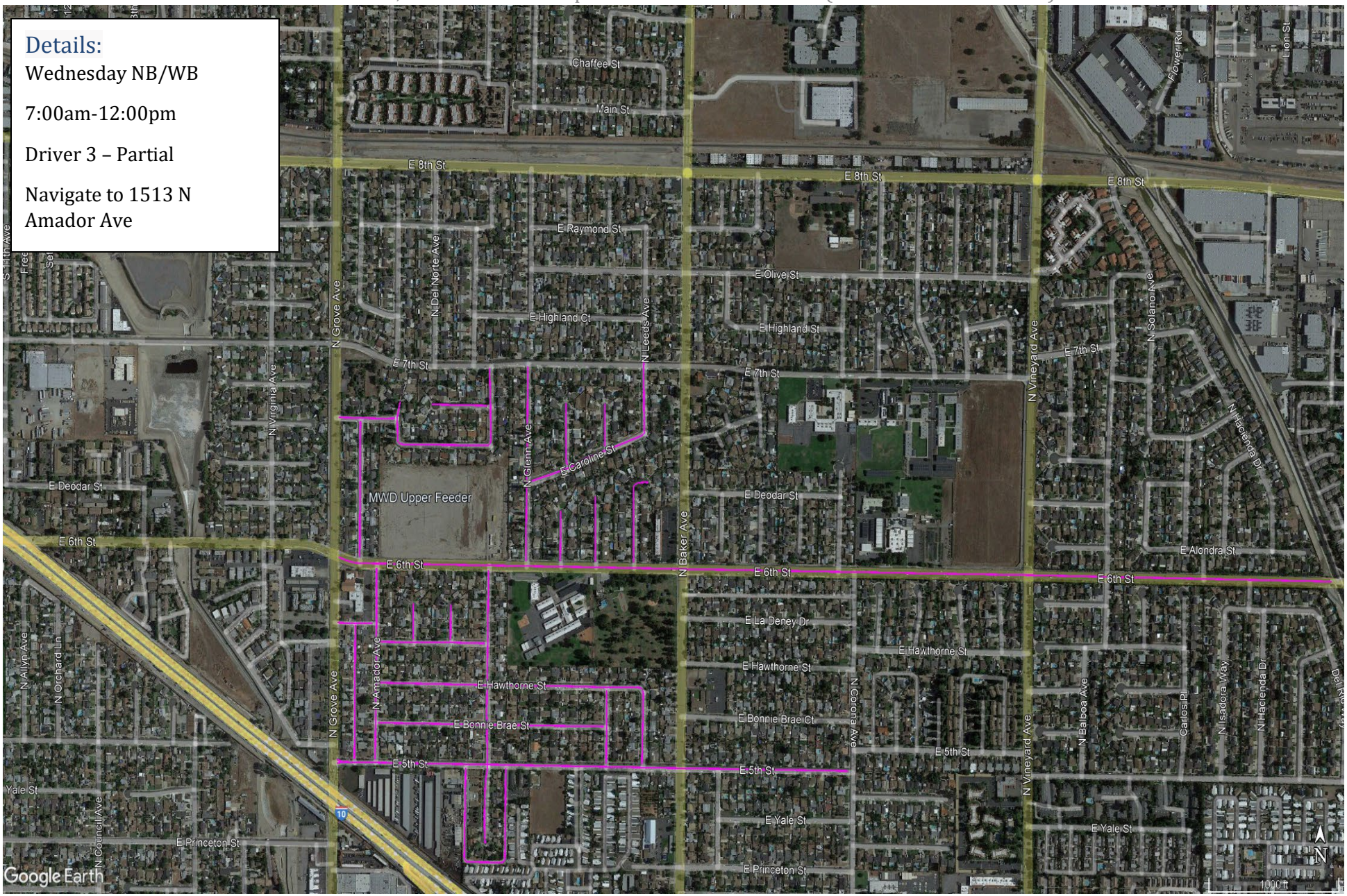
Details:

Wednesday NB/WB

7:00am-12:00pm

Driver 3 – Partial

Navigate to 1513 N Amador Ave



District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
WEDNESDAY	N CALAVERAS CT	E LA DENEY DR	N CUL-DE-SAC	DRIVER 3	0.05	3132
WEDNESDAY	E LA DENEY DR	N EL DORADO AVE	N AMADOR AVE	DRIVER 3	0.15	3133
WEDNESDAY	E HAWTHORNE ST	N LASSEN AVE	N AMADOR AVE	DRIVER 3	0.38	3134
WEDNESDAY	E BONNIE BRAE ST	N LAKE AVE	N AMADOR AVE	DRIVER 3	0.32	3135
WEDNESDAY	E 6TH ST	N GROVE AVE	START BRIDGE	DRIVER 3	1.43	3166
WEDNESDAY	E 5TH ST	N CORONA AVE	N GROVE AVE	DRIVER 3	0.74	3171
WEDNESDAY	E ALVARADO ST	N CUL-DE-SAC	N EL DORADO AVE	DRIVER 3	0.18	3172
WEDNESDAY	SYCAMORE ST	N EL DORADO AVE	W CUL-DE-SAC	DRIVER 3	0.08	3173
WEDNESDAY	E CAROLINE ST	N MARIN AVE	N BAKER AVE	DRIVER 3	0.18	3174
WEDNESDAY	SYCAMORE ST	E ALVARADO ST	N GROVE AVE	DRIVER 3	0.08	3175
WEDNESDAY	N AMADOR AVE	E 6TH ST	SYCAMORE ST	DRIVER 3	0.17	3176
WEDNESDAY	N EL DORADO AVE	E ALVARADO ST	E 7TH ST	DRIVER 3	0.09	3177
WEDNESDAY	N GLENN AVE	E 6TH ST	E 7TH ST	DRIVER 3	0.24	3178
WEDNESDAY	N HUMBOLT AVE	E CAROLINE ST	N CUL-DE-SAC	DRIVER 3	0.08	3179
WEDNESDAY	N LAKE AVE	E CAROLINE ST	N CUL-DE-SAC	DRIVER 3	0.05	3180
WEDNESDAY	N LEEDS AVE	E CAROLINE ST	E 7TH ST	DRIVER 3	0.09	3181
WEDNESDAY	N HUMBOLDT	E 6TH ST	N CUL-DE-SAC	DRIVER 3	0.06	3182
WEDNESDAY	N LAKE AVE	E 6TH ST	N CUL-DE-SAC	DRIVER 3	0.08	3183
WEDNESDAY	N LASSEN AVE	E 6TH ST	N CUL-DE-SAC	DRIVER 3	0.12	3184
WEDNESDAY	ALLEY	E 5TH ST	E 5TH ST	DRIVER 3	0.29	3247
WEDNESDAY	ALLEY	E 5TH ST	ALLEY	DRIVER 3	0.17	3248
WEDNESDAY	ALLEY	N AMADOR AVE	N GROVE AVE	DRIVER 3	0.05	3249
WEDNESDAY	N AMADOR AVE	E 5TH ST	E 6TH ST	DRIVER 3	0.24	3250
WEDNESDAY	N EL DORADO AVE	S CUL-DE-SAC	E 6TH ST	DRIVER 3	0.34	3251
WEDNESDAY	N LASSEN AVE	E 5TH ST	E HAWTHORNE ST	DRIVER 3	0.09	3252
WEDNESDAY	N LAKE AVE	E 5TH ST	E HAWTHORNE ST	DRIVER 3	0.09	3253
WEDNESDAY	N DEL NORTE CT	E LA DENEY DR	N CUL-DE-SAC	DRIVER 3	0.05	3254

Zone #37B

Contract Name: Ontario, CA Estimated Completion Time: 00:59 Minutes (01:13 Hours Leaf Season)

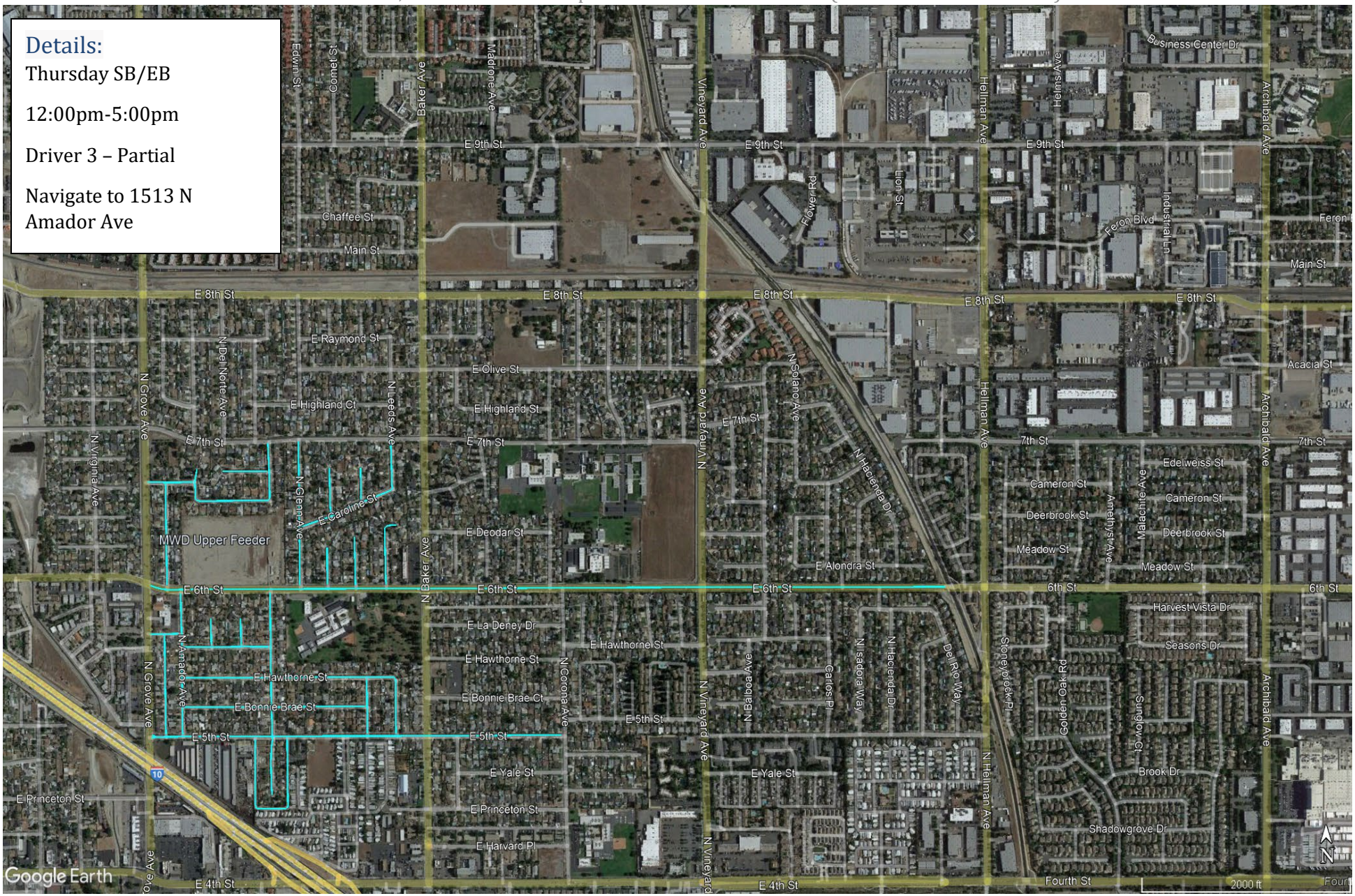
Details:

Thursday SB/EB

12:00pm-5:00pm

Driver 3 – Partial

Navigate to 1513 N Amador Ave



District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
THURSDAY	N CALAVERAS CT	N CUL-DE-SAC	E LA DENEY DR	DRIVER 3	0.05	3132
THURSDAY	E LA DENEY DR	N AMADOR AVE	N EL DORADO AVE	DRIVER 3	0.15	3133
THURSDAY	E HAWTHORNE ST	N AMADOR AVE	N LASSEN AVE	DRIVER 3	0.38	3134
THURSDAY	E BONNIE BRAE ST	N AMADOR AVE	N LAKE AVE	DRIVER 3	0.32	3135
THURSDAY	E 6TH ST	START BRIDGE	N GROVE AVE	DRIVER 3	1.43	3166
THURSDAY	E 5TH ST	N GROVE AVE	N CORONA AVE	DRIVER 3	0.74	3171
THURSDAY	E ALVARADO ST	N EL DORADO AVE	N CUL-DE-SAC	DRIVER 3	0.18	3172
THURSDAY	SYCAMORE ST	W CUL-DE-SAC	N EL DORADO AVE	DRIVER 3	0.08	3173
THURSDAY	E CAROLINE ST	N BAKER AVE	N MARIN AVE	DRIVER 3	0.18	3174
THURSDAY	SYCAMORE ST	N GROVE AVE	E ALVARADO ST	DRIVER 3	0.08	3175
THURSDAY	N AMADOR AVE	SYCAMORE ST	E 6TH ST	DRIVER 3	0.17	3176
THURSDAY	N EL DORADO AVE	E 7TH ST	E ALVARADO ST	DRIVER 3	0.09	3177
THURSDAY	N GLENN AVE	E 7TH ST	E 6TH ST	DRIVER 3	0.24	3178
THURSDAY	N HUMBOLT AVE	N CUL-DE-SAC	E CAROLINE ST	DRIVER 3	0.08	3179
THURSDAY	N LAKE AVE	N CUL-DE-SAC	E CAROLINE ST	DRIVER 3	0.05	3180
THURSDAY	N LEEDS AVE	E 7TH ST	E CAROLINE ST	DRIVER 3	0.09	3181
THURSDAY	N HUMBOLDT	N CUL-DE-SAC	E 6TH ST	DRIVER 3	0.06	3182
THURSDAY	N LAKE AVE	N CUL-DE-SAC	E 6TH ST	DRIVER 3	0.08	3183
THURSDAY	N LASSEN AVE	N CUL-DE-SAC	E 6TH ST	DRIVER 3	0.12	3184
THURSDAY	ALLEY	E 5TH ST	E 5TH ST	DRIVER 3	0.29	3247
THURSDAY	ALLEY	ALLEY	E 5TH ST	DRIVER 3	0.17	3248
THURSDAY	ALLEY	N GROVE AVE	N AMADOR AVE	DRIVER 3	0.05	3249
THURSDAY	N AMADOR AVE	E 6TH ST	E 5TH ST	DRIVER 3	0.24	3250
THURSDAY	N EL DORADO AVE	E 6TH ST	S CUL-DE-SAC	DRIVER 3	0.34	3251
THURSDAY	N LASSEN AVE	E HAWTHORNE ST	E 5TH ST	DRIVER 3	0.09	3252
THURSDAY	N LAKE AVE	E HAWTHORNE ST	E 5TH ST	DRIVER 3	0.09	3253
THURSDAY	N DEL NORTE CT	N CUL-DE-SAC	E LA DENEY DR	DRIVER 3	0.05	3254

Zone #38

Contract Name: Ontario, CA Estimated Completion Time: 01:01 Hours (01:16 Hours Leaf Season)

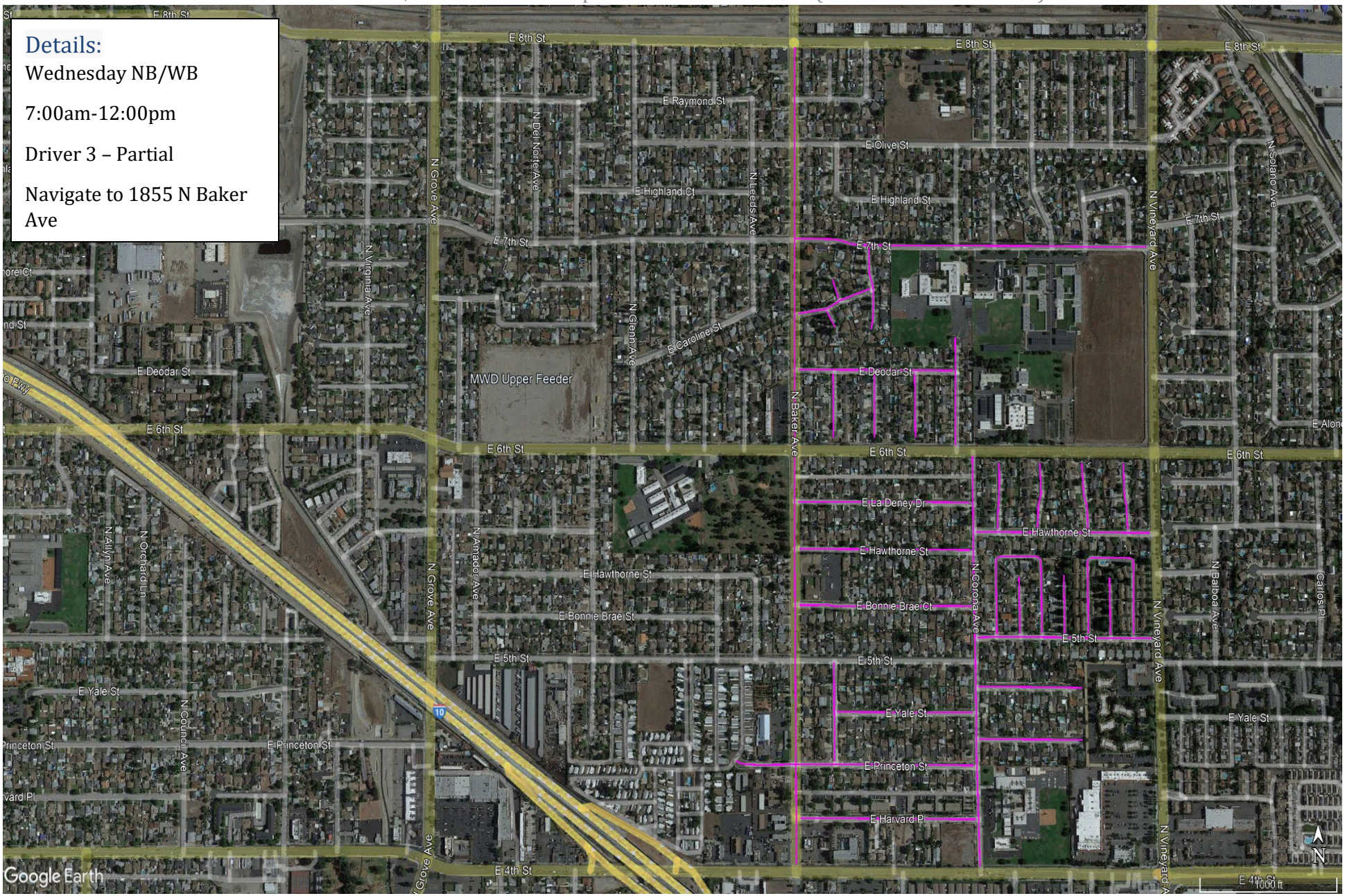
Details:

Wednesday NB/WB

7:00am-12:00pm

Driver 3 – Partial

Navigate to 1855 N Baker Ave



Zone #38

Contract Name: Ontario, CA Estimated Completion Time: 01:01 Hours (01:16 Hours Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
WEDNESDAY	E CAROLINE ST	N BAKER AVE	N MARIN AVE	DRIVER 3	0.11	3051
WEDNESDAY	E LA DENEY DR	N CORONA AVE	N BAKER AVE	DRIVER 3	0.24	3136
WEDNESDAY	E HAWTHORNED ST	N CORONA AVE	N BAKER AVE	DRIVER 3	0.24	3137
WEDNESDAY	E BONNIE BRAE CT	N CORONA AVE	N BAKER AVE	DRIVER 3	0.24	3138
WEDNESDAY	N CORONA AVE	E 4TH ST	E 6TH ST	DRIVER 3	0.49	3139
WEDNESDAY	E HAWTHORN ST	N VINEYARD AVE	N CORONA AVE	DRIVER 3	0.24	3140
WEDNESDAY	N ORANGE PL	E HAWTHORN ST	N CUL-DE-SAC	DRIVER 3	0.08	3141
WEDNESDAY	N PLACER PL	E HAWTHORN ST	N CUL-DE-SAC	DRIVER 3	0.08	3142
WEDNESDAY	N SACRAMENTO PL	E HAWTHORN ST	N CUL-DE-SAC	DRIVER 3	0.08	3143
WEDNESDAY	N SAN DIEGO PL	E HAWTHORN ST	N CUL-DE-SAC	DRIVER 3	0.08	3144
WEDNESDAY	E 5TH ST	N VINEYARD AVE	N CORONA AVE	DRIVER 3	0.24	3145
WEDNESDAY	N ORANGE AVE	E 5TH ST	N CUL-DE-SAC	DRIVER 3	0.07	3146
WEDNESDAY	N PLACER AVE	E 5TH ST	N CUL-DE-SAC	DRIVER 3	0.07	3147
WEDNESDAY	N SAN DIEGO AVE	E 5TH ST	N CUL-DE-SAC	DRIVER 3	0.07	3148
WEDNESDAY	E YALE ST	E CUL-DE-SAC	N CORONA AVE	DRIVER 3	0.14	3149
WEDNESDAY	E YALE ST	N CORONA AVE	N MANDALAY ST	DRIVER 3	0.19	3150
WEDNESDAY	N MANDALAY ST	E PRINCETON ST	E 5TH ST	DRIVER 3	0.12	3151
WEDNESDAY	E PRINCETON ST	N CORONA AVE	N BAKER AVE	DRIVER 3	0.33	3152
WEDNESDAY	E HARVARD PL	N CORONA AVE	N BAKER AVE	DRIVER 3	0.24	3153
WEDNESDAY	E PRINCETON ST	E CUL-DE-SAC	N CORONA AVE	DRIVER 3	0.14	3154
WEDNESDAY	N BAKER AVE	E 4TH ST	E 8TH ST	DRIVER 3	0.98	3161
WEDNESDAY	E 7TH ST	N BAKER AVE	N VINEYARD AVE	DRIVER 3	0.49	3170
WEDNESDAY	N MARIN AVE	S CUL-DE-SAC	E 7TH ST	DRIVER 3	0.10	3185
WEDNESDAY	N MADERA AVE	S CUL-DE-SAC	E CAROLINE ST	DRIVER 3	0.02	3186
WEDNESDAY	N MADERA AVE	E CAROLINE ST	N CUL-DE-SAC	DRIVER 3	0.02	3187
WEDNESDAY	E DEODAR ST	N CORONA AVE	N BAKER AVE	DRIVER 3	0.21	3188
WEDNESDAY	N CORONA AVE	E 6TH ST	N CUL-DE-SAC	DRIVER 3	0.13	3189
WEDNESDAY	N MADERA AVE	S CUL-DE-SAC	E DEODAR ST	DRIVER 3	0.08	3190
WEDNESDAY	N MARIN AVE	S CUL-DE-SAC	E DEODAR ST	DRIVER 3	0.08	3191
WEDNESDAY	N MARIPOSA AVE	S CUL-DE-SAC	E DEODAR ST	DRIVER 3	0.08	3192
WEDNESDAY	ALLEY	E 5TH ST	E 5TH ST	DRIVER 3	0.24	3245
WEDNESDAY	ALLEY	E 5TH ST	E 5TH ST	DRIVER 3	0.24	3246

Zone #38B

Contract Name: Ontario, CA Estimated Completion Time: 01:01 Hours (01:16 Hours Leaf Season)

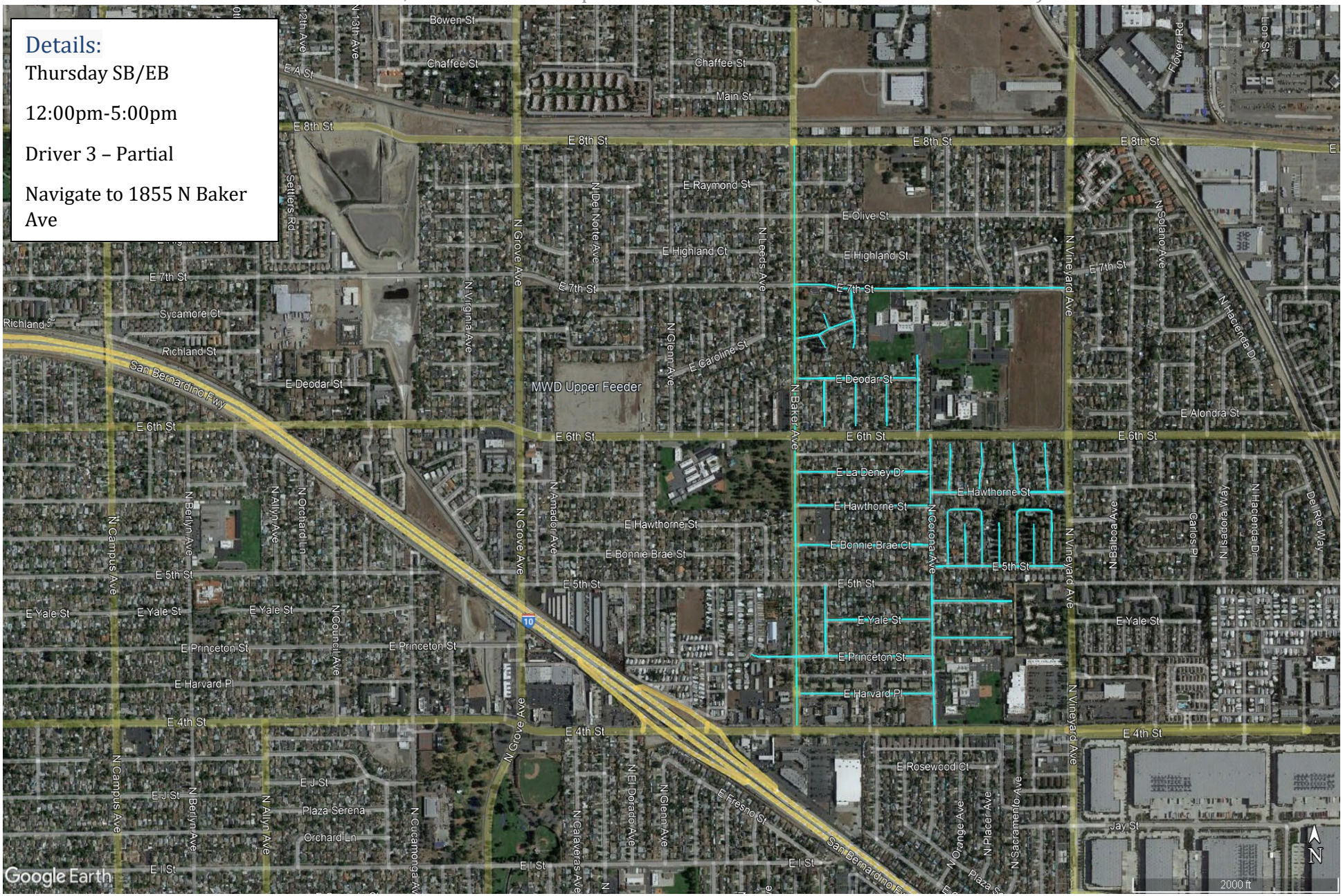
Details:

Thursday SB/EB

12:00pm-5:00pm

Driver 3 – Partial

Navigate to 1855 N Baker Ave



Zone #38B

Contract Name: Ontario, CA Estimated Completion Time: 01:01 Hours (01:16 Hours Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
THURSDAY	E CAROLINE ST	N MARIN AVE	N BAKER AVE	DRIVER 3	0.11	3051
THURSDAY	E LA DENEY DR	N BAKER AVE	N CORONA AVE	DRIVER 3	0.24	3136
THURSDAY	E HAWTHORNED ST	N BAKER AVE	N CORONA AVE	DRIVER 3	0.24	3137
THURSDAY	E BONNIE BRAE CT	N BAKER AVE	N CORONA AVE	DRIVER 3	0.24	3138
THURSDAY	N CORONA AVE	E 6TH ST	E 4TH ST	DRIVER 3	0.49	3139
THURSDAY	E HAWTHORN ST	N CORONA AVE	N VINEYARD AVE	DRIVER 3	0.24	3140
THURSDAY	N ORANGE PL	N CUL-DE-SAC	E HAWTHORN ST	DRIVER 3	0.08	3141
THURSDAY	N PLACER PL	N CUL-DE-SAC	E HAWTHORN ST	DRIVER 3	0.08	3142
THURSDAY	N SACRAMENTO PL	N CUL-DE-SAC	E HAWTHORN ST	DRIVER 3	0.08	3143
THURSDAY	N SAN DIEGO PL	N CUL-DE-SAC	E HAWTHORN ST	DRIVER 3	0.08	3144
THURSDAY	E 5TH ST	N CORONA AVE	N VINEYARD AVE	DRIVER 3	0.24	3145
THURSDAY	N ORANGE AVE	N CUL-DE-SAC	E 5TH ST	DRIVER 3	0.07	3146
THURSDAY	N PLACER AVE	N CUL-DE-SAC	E 5TH ST	DRIVER 3	0.07	3147
THURSDAY	N SAN DIEGO AVE	N CUL-DE-SAC	E 5TH ST	DRIVER 3	0.07	3148
THURSDAY	E YALE ST	N CORONA AVE	E CUL-DE-SAC	DRIVER 3	0.14	3149
THURSDAY	E YALE ST	N MANDALAY ST	N CORONA AVE	DRIVER 3	0.19	3150
THURSDAY	N MANDALAY ST	E 5TH ST	E PRINCETON ST	DRIVER 3	0.12	3151
THURSDAY	E PRINCETON ST	N BAKER AVE	N CORONA AVE	DRIVER 3	0.33	3152
THURSDAY	E HARVARD PL	N BAKER AVE	N CORONA AVE	DRIVER 3	0.24	3153
THURSDAY	E PRINCETON ST	N CORONA AVE	E CUL-DE-SAC	DRIVER 3	0.14	3154
THURSDAY	N BAKER AVE	E 8TH ST	E 4TH ST	DRIVER 3	0.98	3161
THURSDAY	E 7TH ST	N VINEYARD AVE	N BAKER AVE	DRIVER 3	0.49	3170
THURSDAY	N MARIN AVE	E 7TH ST	S CUL-DE-SAC	DRIVER 3	0.10	3185
THURSDAY	N MADERA AVE	E CAROLINE ST	S CUL-DE-SAC	DRIVER 3	0.02	3186
THURSDAY	N MADERA AVE	N CUL-DE-SAC	E CAROLINE ST	DRIVER 3	0.02	3187
THURSDAY	E DEODAR ST	N BAKER AVE	N CORONA AVE	DRIVER 3	0.21	3188
THURSDAY	N CORONA AVE	N CUL-DE-SAC	E 6TH ST	DRIVER 3	0.13	3189
THURSDAY	N MADERA AVE	E DEODAR ST	S CUL-DE-SAC	DRIVER 3	0.08	3190
THURSDAY	N MARIN AVE	E DEODAR ST	S CUL-DE-SAC	DRIVER 3	0.08	3191
THURSDAY	N MARIPOSA AVE	E DEODAR ST	S CUL-DE-SAC	DRIVER 3	0.08	3192
THURSDAY	ALLEY	E 5TH ST	E 5TH ST	DRIVER 3	0.24	3245
THURSDAY	ALLEY	E 5TH ST	E 5TH ST	DRIVER 3	0.24	3246

Zone #39

Contract Name: Ontario, CA Estimated Completion Time: 00:59 Minutes (01:14 Hours Leaf Season)

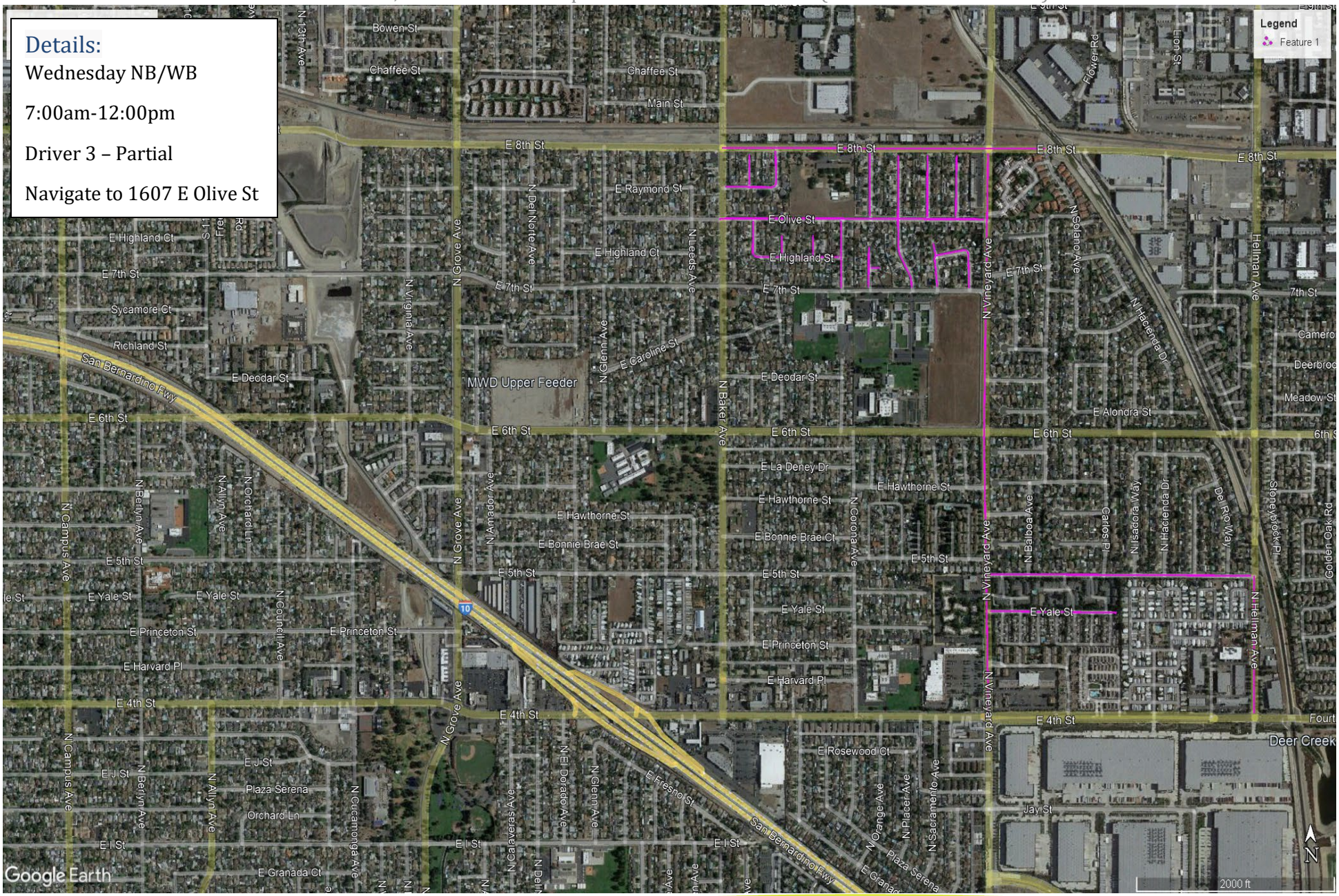
Details:

Wednesday NB/WB

7:00am-12:00pm

Driver 3 – Partial

Navigate to 1607 E Olive St



Zone #39

Contract Name: Ontario, CA Estimated Completion Time: 00:59 Minutes (01:14 Hours Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
WEDNESDAY	N VINEYARD AVE	E 4TH ST	E 8TH ST	DRIVER 3	0.99	3162
WEDNESDAY	N HELLMAN AVE	E 4TH ST	E 5TH ST	DRIVER 3	0.24	3163
WEDNESDAY	E YALE ST	E CUL-DE-SAC	N VINEYARD AVE	DRIVER 3	0.24	3164
WEDNESDAY	E 5TH ST	N HELLMAN AVE	N VINEYARD AVE	DRIVER 3	0.50	3165
WEDNESDAY	E 8TH ST	N SOLANO AVE	N BAKER AVE	DRIVER 3	0.61	3168
WEDNESDAY	E OLIVE ST	N VINEYARD AVE	N BAKER AVE	DRIVER 3	0.91	3169
WEDNESDAY	E RAYMOND ST	N MARIN AVE	N BAKER AVE	DRIVER 3	0.10	3193
WEDNESDAY	N MADERA AVE	E RAYMOND ST	N CUL-DE-SAC	DRIVER 3	0.05	3194
WEDNESDAY	N MARIN AVE	E RAYMOND ST	E 8TH ST	DRIVER 3	0.06	3195
WEDNESDAY	N ORANGE AVE	E OLIVE ST	E 8TH ST	DRIVER 3	0.11	3196
WEDNESDAY	N SACRAMENTO AVE	E OLIVE ST	N CUL-DE-SAC	DRIVER 3	0.11	3197
WEDNESDAY	N SAN DIEGO AVE	E OLIVE ST	N CUL-DE-SAC	DRIVER 3	0.11	3198
WEDNESDAY	E HIGHLAND ST	N CORONA AVE	N MADERA AVE	DRIVER 3	0.15	3199
WEDNESDAY	N MADERA AVE	E HIGHLAND ST	E OLIVE ST	DRIVER 3	0.07	3200
WEDNESDAY	N MARIN AVE	E HIGHLAND ST	N CUL-DE-SAC	DRIVER 3	0.03	3201
WEDNESDAY	N MARIPOSA AVE	E HIGHLAND ST	N CUL-DE-SAC	DRIVER 3	0.03	3202
WEDNESDAY	N CORONA AVE	E 7TH ST	E OLIVE ST	DRIVER 3	0.12	3203
WEDNESDAY	N ORANGE PL	E 7TH ST	N CUL-DE-SAC	DRIVER 3	0.07	3204
WEDNESDAY	E ORANGE CT	E CUL-DE-SAC	N ORANGE PL	DRIVER 3	0.02	3205
WEDNESDAY	N PLACER AVE	E 7TH ST	N CUL-DE-SAC	DRIVER 3	0.24	3206
WEDNESDAY	TRINITY LOOP	E 7TH ST	E 7TH ST	DRIVER 3	0.20	3207

Zone #39B

Contract Name: Ontario, CA Estimated Completion Time: 00:59 Minutes (01:14 Hours Leaf Season)

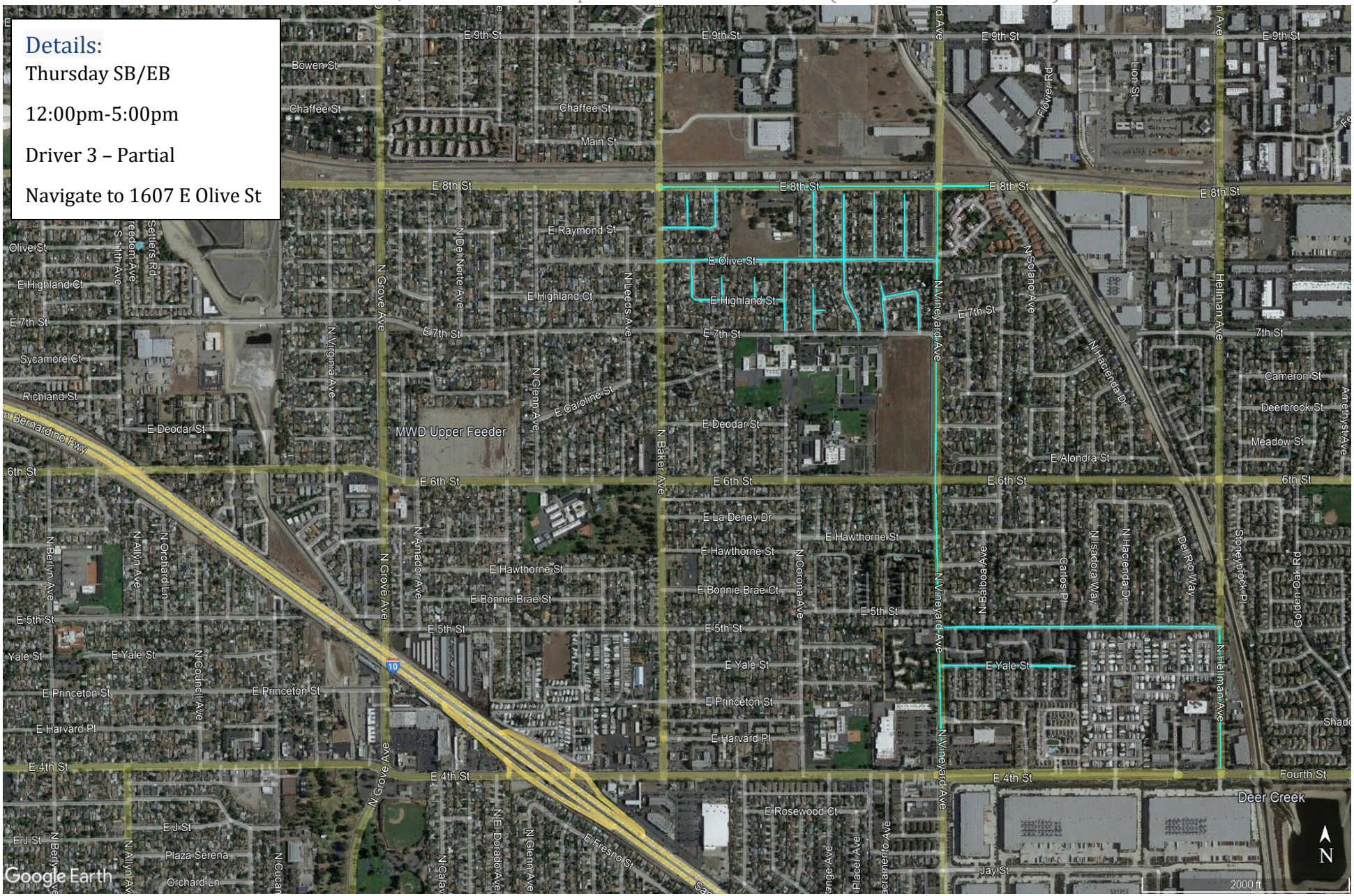
Details:

Thursday SB/EB

12:00pm-5:00pm

Driver 3 – Partial

Navigate to 1607 E Olive St



Zone #39B

Contract Name: Ontario, CA Estimated Completion Time: 00:59 Minutes (01:14 Hours Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
THURSDAY	N VINEYARD AVE	E 8TH ST	E 4TH ST	DRIVER 3	0.99	3162
THURSDAY	N HELLMAN AVE	E 5TH ST	E 4TH ST	DRIVER 3	0.24	3163
THURSDAY	E YALE ST	N VINEYARD AVE	E CUL-DE-SAC	DRIVER 3	0.24	3164
THURSDAY	E 5TH ST	N VINEYARD AVE	N HELLMAN AVE	DRIVER 3	0.50	3165
THURSDAY	E 8TH ST	N BAKER AVE	N SOLANO AVE	DRIVER 3	0.61	3168
THURSDAY	E OLIVE ST	N BAKER AVE	N VINEYARD AVE	DRIVER 3	0.91	3169
THURSDAY	E RAYMOND ST	N BAKER AVE	N MARIN AVE	DRIVER 3	0.10	3193
THURSDAY	N MADERA AVE	N CUL-DE-SAC	E RAYMOND ST	DRIVER 3	0.05	3194
THURSDAY	N MARIN AVE	E 8TH ST	E RAYMOND ST	DRIVER 3	0.06	3195
THURSDAY	N ORANGE AVE	E 8TH ST	E OLIVE ST	DRIVER 3	0.11	3196
THURSDAY	N SACRAMENTO AVE	N CUL-DE-SAC	E OLIVE ST	DRIVER 3	0.11	3197
THURSDAY	N SAN DIEGO AVE	N CUL-DE-SAC	E OLIVE ST	DRIVER 3	0.11	3198
THURSDAY	E HIGHLAND ST	N MADERA AVE	N CORONA AVE	DRIVER 3	0.15	3199
THURSDAY	N MADERA AVE	E OLIVE ST	E HIGHLAND ST	DRIVER 3	0.07	3200
THURSDAY	N MARIN AVE	N CUL-DE-SAC	E HIGHLAND ST	DRIVER 3	0.03	3201
THURSDAY	N MARIPOSA AVE	N CUL-DE-SAC	E HIGHLAND ST	DRIVER 3	0.03	3202
THURSDAY	N CORONA AVE	E OLIVE ST	E 7TH ST	DRIVER 3	0.12	3203
THURSDAY	N ORANGE PL	N CUL-DE-SAC	E 7TH ST	DRIVER 3	0.07	3204
THURSDAY	E ORANGE CT	N ORANGE PL	E CUL-DE-SAC	DRIVER 3	0.02	3205
THURSDAY	N PLACER AVE	N CUL-DE-SAC	E 7TH ST	DRIVER 3	0.24	3206
THURSDAY	TRINITY LOOP	E 7TH ST	E 7TH ST	DRIVER 3	0.20	3207

Zone #40

Contract Name: Ontario, CA Estimated Completion Time: 00:47 Minutes (00:59 Minutes Leaf Season)

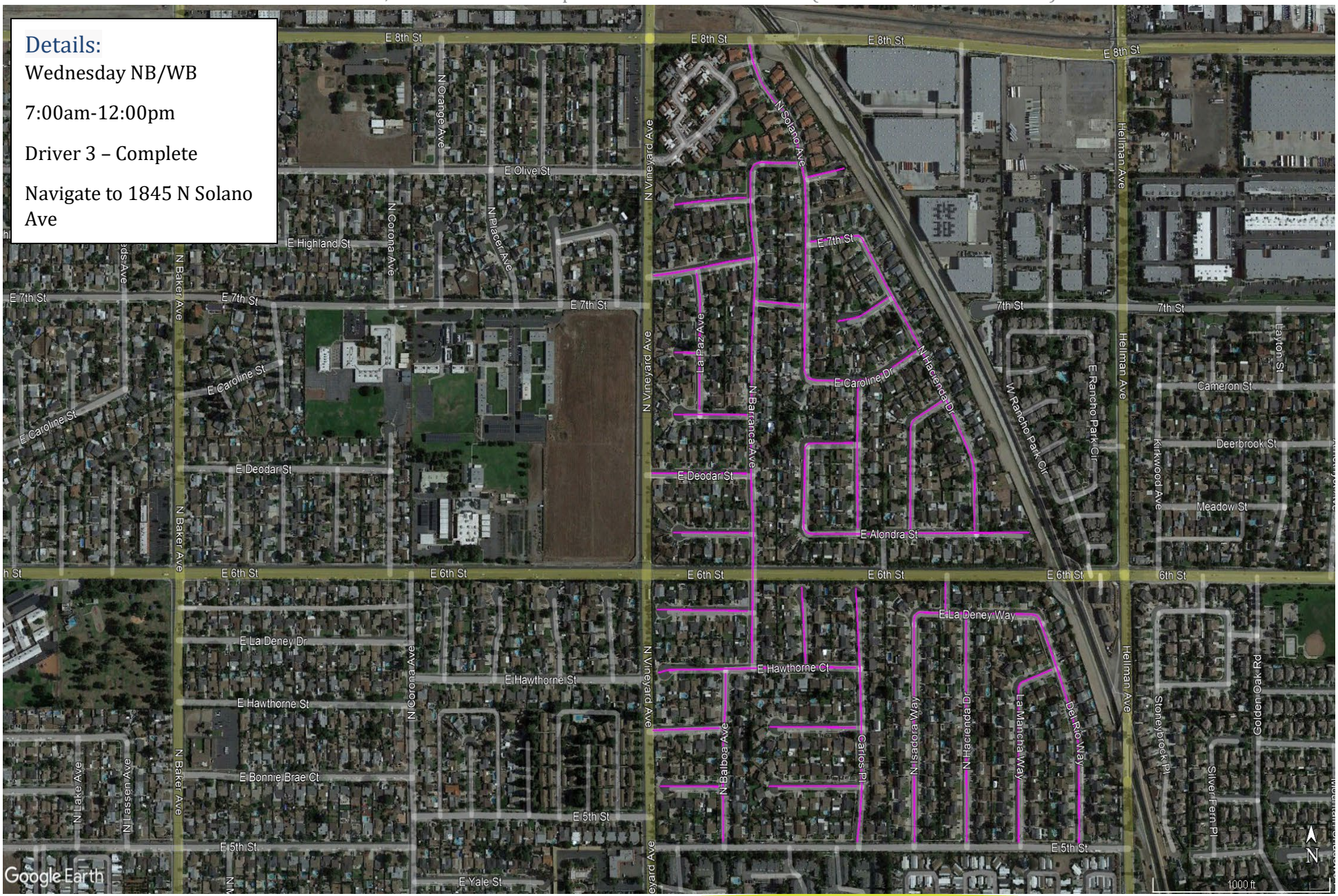
Details:

Wednesday NB/WB

7:00am-12:00pm

Driver 3 – Complete

Navigate to 1845 N Solano Ave



District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
WEDNESDAY	E ALONDRA ST	E CUL-DE-SAC	N SOLANO AVE	DRIVER 3	0.24	3208
WEDNESDAY	N SOLANO AVE	E CAROLINE DR	E 8TH ST	DRIVER 3	0.32	3209
WEDNESDAY	E OLIVE CT	E CUL-DE-SAC	N SOLANO AVE	DRIVER 3	0.04	3210
WEDNESDAY	E OLIVE ST	N SOLANO AVE	N BARRANCA AVE	DRIVER 3	0.04	3211
WEDNESDAY	E HIGHLAND CT	N BARRANCA AVE	W CUL-DE-SAC	DRIVER 3	0.08	3212
WEDNESDAY	E 7TH ST	N BARRANCA AVE	N VINEYARD AVE	DRIVER 3	0.11	3213
WEDNESDAY	E 7TH ST	N HACIENDA DR	N SOLANO AVE	DRIVER 3	0.06	3214
WEDNESDAY	E SYCAMORE ST	N SOLANO AVE	N BARRANCA AVE	DRIVER 3	0.05	3215
WEDNESDAY	SYCAMORE CT	N HACIENDA DR	W CUL-DE-SAC	DRIVER 3	0.06	3216
WEDNESDAY	E CAROLINE CT	N BARRANCA AVE	W CUL-DE-SAC	DRIVER 3	0.08	3217
WEDNESDAY	E CAROLINE CT	N HACIENDA DR	N SOLANO AVE	DRIVER 3	0.13	3218
WEDNESDAY	E EALVARADO CT	LA PAZ AVE	W CUL-DE-SAC	DRIVER 3	0.02	3219
WEDNESDAY	N BARRANCA AVE	E OLIVE ST	E HAWTORNE CT	DRIVER 3	0.47	3220
WEDNESDAY	LA PAZ AVE	E 7TH ST	E CAROLINE ST	DRIVER 3	0.13	3221
WEDNESDAY	N HACIENDA DR	E 7TH ST	E ALVARADO ST	DRIVER 3	0.30	3222
WEDNESDAY	N ISADORA WAY	E ALONDRA ST	N HACIENDA DR	DRIVER 3	0.14	3223
WEDNESDAY	N SOLANDO AVE	E ALONDRA ST	E DEODAR ST	DRIVER 3	0.08	3224
WEDNESDAY	N CARLOS AVE	E ALONDRA ST	E CAROLINE ST	DRIVER 3	0.13	3225
WEDNESDAY	E DEODAR ST	N CARLOS AVE	N SOLANO AVE	DRIVER 3	0.05	3226
WEDNESDAY	E DEODAR ST	N BARRANCA AVE	N VINEYARD AVE	DRIVER 3	0.10	3227
WEDNESDAY	E ALONDRA CT	N BARRANCA AVE	W CUL-DE-SAC	DRIVER 3	0.08	3228
WEDNESDAY	E LA DENEY CT	N BARRANCA AVE	W CUL-DE-SAC	DRIVER 3	0.10	3229
WEDNESDAY	E HAWTHORNE CT	CARLOS PL	W CUL-DE-SAC	DRIVER 3	0.21	3230
WEDNESDAY	N SOLANO PL	E HAWTHORNE CT	N CUL-DE-SAC	DRIVER 3	0.07	3231
WEDNESDAY	CARLOS PL	E 5TH ST	N CUL-DE-SAC	DRIVER 3	0.23	3232
WEDNESDAY	N BALBOA AVE	E 5TH ST	E HAWTORNE CT	DRIVER 3	0.16	3233
WEDNESDAY	E MULBERRY ST	N BALBOA AVE	N VINEYARD AVE	DRIVER 3	0.07	3234
WEDNESDAY	E MULBERRY ST	CARLOS PL	W CUL-DE-SAC	DRIVER 3	0.09	3235
WEDNESDAY	E BONNIE BRAE CT	N BALBOA AVE	W CUL-DE-SAC	DRIVER 3	0.06	3236
WEDNESDAY	E BONNIE BRAE CT	CARLOS PL	W CUL-DE-SAC	DRIVER 3	0.09	3237
WEDNESDAY	N ARROYO AVE	E LA DENEY WAY	E 6TH ST	DRIVER 3	0.03	3238
WEDNESDAY	E LA DENEY WAY	N ISADORA WAY	DEL RIO WAY	DRIVER 3	0.15	3239
WEDNESDAY	N ISADORA WAY	E 5TH ST	E LA DENEY WAY	DRIVER 3	0.20	3240
WEDNESDAY	N HACIENDA DR	E 5TH ST	E LA DENEY WAY	DRIVER 3	0.21	3241
WEDNESDAY	LA MANCHA WAY	E 5TH ST	DEL RIO WAY	DRIVER 3	0.18	3242
WEDNESDAY	DEL RIO WAY	E 5TH ST	E LA DENEY WAY	DRIVER 3	0.21	3243

Zone #40B

Contract Name: Ontario, CA Estimated Completion Time: 00:47 Minutes (00:59 Minutes Leaf Season)

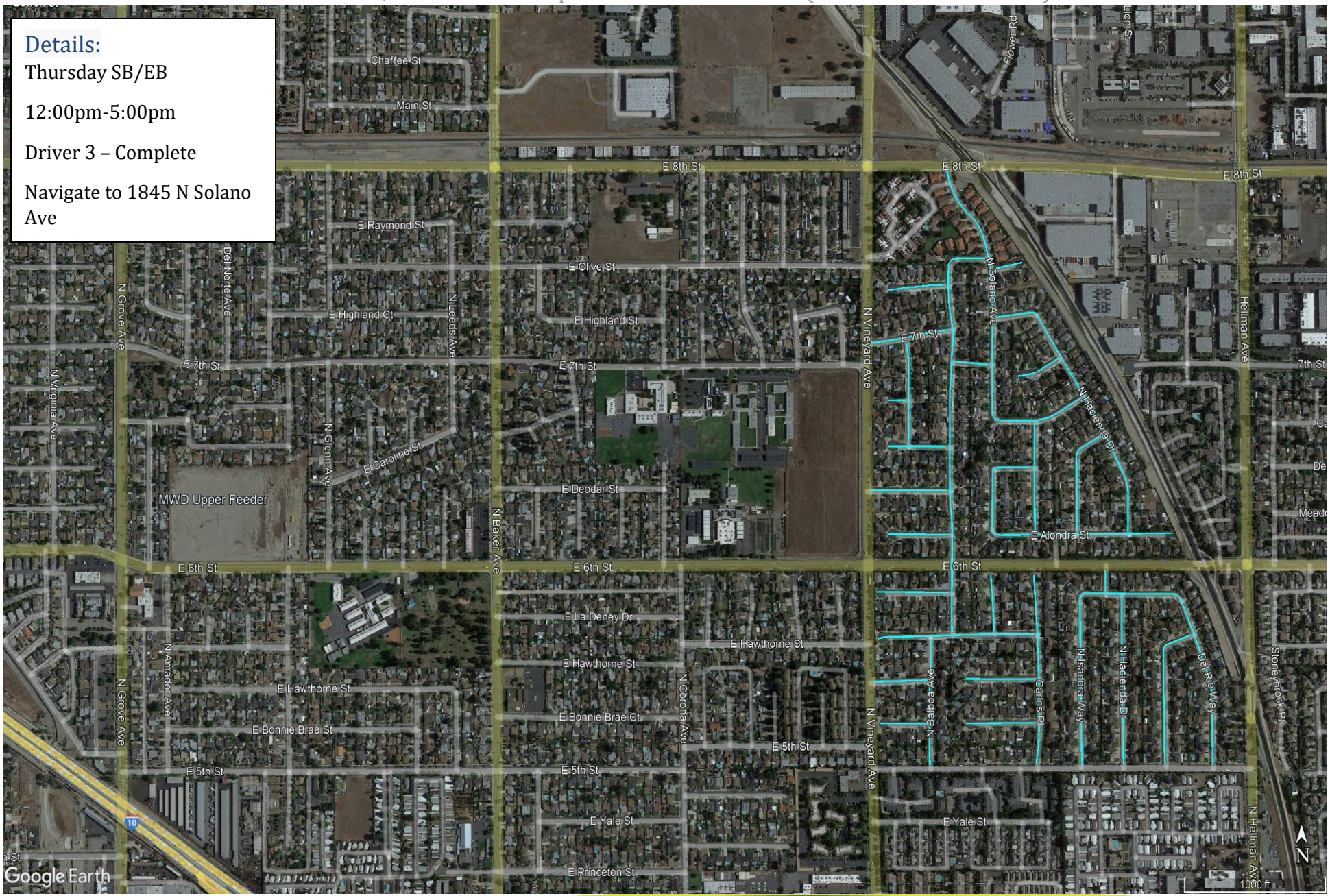
Details:

Thursday SB/EB

12:00pm-5:00pm

Driver 3 – Complete

Navigate to 1845 N Solano Ave



Zone #40B

Contract Name: Ontario, CA Estimated Completion Time: 00:47 Minutes (00:59 Minutes Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
THURSDAY	E ALONDRA ST	N SOLANO AVE	E CUL-DE-SAC	DRIVER 3	0.24	3208
THURSDAY	N SOLANO AVE	E 8TH ST	E CAROLINE DR	DRIVER 3	0.32	3209
THURSDAY	E OLIVE CT	N SOLANO AVE	E CUL-DE-SAC	DRIVER 3	0.04	3210
THURSDAY	E OLIVE ST	N BARRANCA AVE	N SOLANO AVE	DRIVER 3	0.04	3211
THURSDAY	E HIGHLAND CT	W CUL-DE-SAC	N BARRANCA AVE	DRIVER 3	0.08	3212
THURSDAY	E 7TH ST	N VINEYARD AVE	N BARRANCA AVE	DRIVER 3	0.11	3213
THURSDAY	E 7TH ST	N SOLANO AVE	N HACIENDA DR	DRIVER 3	0.06	3214
THURSDAY	E SYCAMORE ST	N BARRANCA AVE	N SOLANO AVE	DRIVER 3	0.05	3215
THURSDAY	SYCAMORE CT	W CUL-DE-SAC	N HACIENDA DR	DRIVER 3	0.06	3216
THURSDAY	E CAROLINE CT	W CUL-DE-SAC	N BARRANCA AVE	DRIVER 3	0.08	3217
THURSDAY	E CAROLINE CT	N SOLANO AVE	N HACIENDA DR	DRIVER 3	0.13	3218
THURSDAY	E EALVARADO CT	W CUL-DE-SAC	LA PAZ AVE	DRIVER 3	0.02	3219
THURSDAY	N BARRANCA AVE	E HAWTORNE CT	E OLIVE ST	DRIVER 3	0.47	3220
THURSDAY	LA PAZ AVE	E CAROLINE ST	E 7TH ST	DRIVER 3	0.13	3221
THURSDAY	N HACIENDA DR	E ALVARADO ST	E 7TH ST	DRIVER 3	0.30	3222
THURSDAY	N ISADORA WAY	N HACIENDA DR	E ALONDRA ST	DRIVER 3	0.14	3223
THURSDAY	N SOLANDO AVE	E DEODAR ST	E ALONDRA ST	DRIVER 3	0.08	3224
THURSDAY	N CARLOS AVE	E CAROLINE ST	E ALONDRA ST	DRIVER 3	0.13	3225
THURSDAY	E DEODAR ST	N SOLANO AVE	N CARLOS AVE	DRIVER 3	0.05	3226
THURSDAY	E DEODAR ST	N VINEYARD AVE	N BARRANCA AVE	DRIVER 3	0.10	3227
THURSDAY	E ALONDRA CT	W CUL-DE-SAC	N BARRANCA AVE	DRIVER 3	0.08	3228
THURSDAY	E LA DENEY CT	W CUL-DE-SAC	N BARRANCA AVE	DRIVER 3	0.10	3229
THURSDAY	E HAWTHORNE CT	W CUL-DE-SAC	CARLOS PL	DRIVER 3	0.21	3230
THURSDAY	N SOLANO PL	N CUL-DE-SAC	E HAWTHORNE CT	DRIVER 3	0.07	3231
THURSDAY	CARLOS PL	N CUL-DE-SAC	E 5TH ST	DRIVER 3	0.23	3232
THURSDAY	N BALBOA AVE	E HAWTORNE CT	E 5TH ST	DRIVER 3	0.16	3233
THURSDAY	E MULBERRY ST	N VINEYARD AVE	N BALBOA AVE	DRIVER 3	0.07	3234
THURSDAY	E MULBERRY ST	W CUL-DE-SAC	CARLOS PL	DRIVER 3	0.09	3235
THURSDAY	E BONNIE BRAE CT	W CUL-DE-SAC	N BALBOA AVE	DRIVER 3	0.06	3236
THURSDAY	E BONNIE BRAE CT	W CUL-DE-SAC	CARLOS PL	DRIVER 3	0.09	3237
THURSDAY	N ARROYO AVE	E 6TH ST	E LA DENEY WAY	DRIVER 3	0.03	3238
THURSDAY	E LA DENEY WAY	DEL RIO WAY	N ISADORA WAY	DRIVER 3	0.15	3239
THURSDAY	N ISADORA WAY	E LA DENEY WAY	E 5TH ST	DRIVER 3	0.20	3240
THURSDAY	N HACIENDA DR	E LA DENEY WAY	E 5TH ST	DRIVER 3	0.21	3241
THURSDAY	LA MANCHA WAY	DEL RIO WAY	E 5TH ST	DRIVER 3	0.18	3242
THURSDAY	DEL RIO WAY	E LA DENEY WAY	E 5TH ST	DRIVER 3	0.21	3243

Zone #41

Contract Name: Ontario, CA Estimated Completion Time: 00:59 Minutes (01:14 Hours Leaf Season)

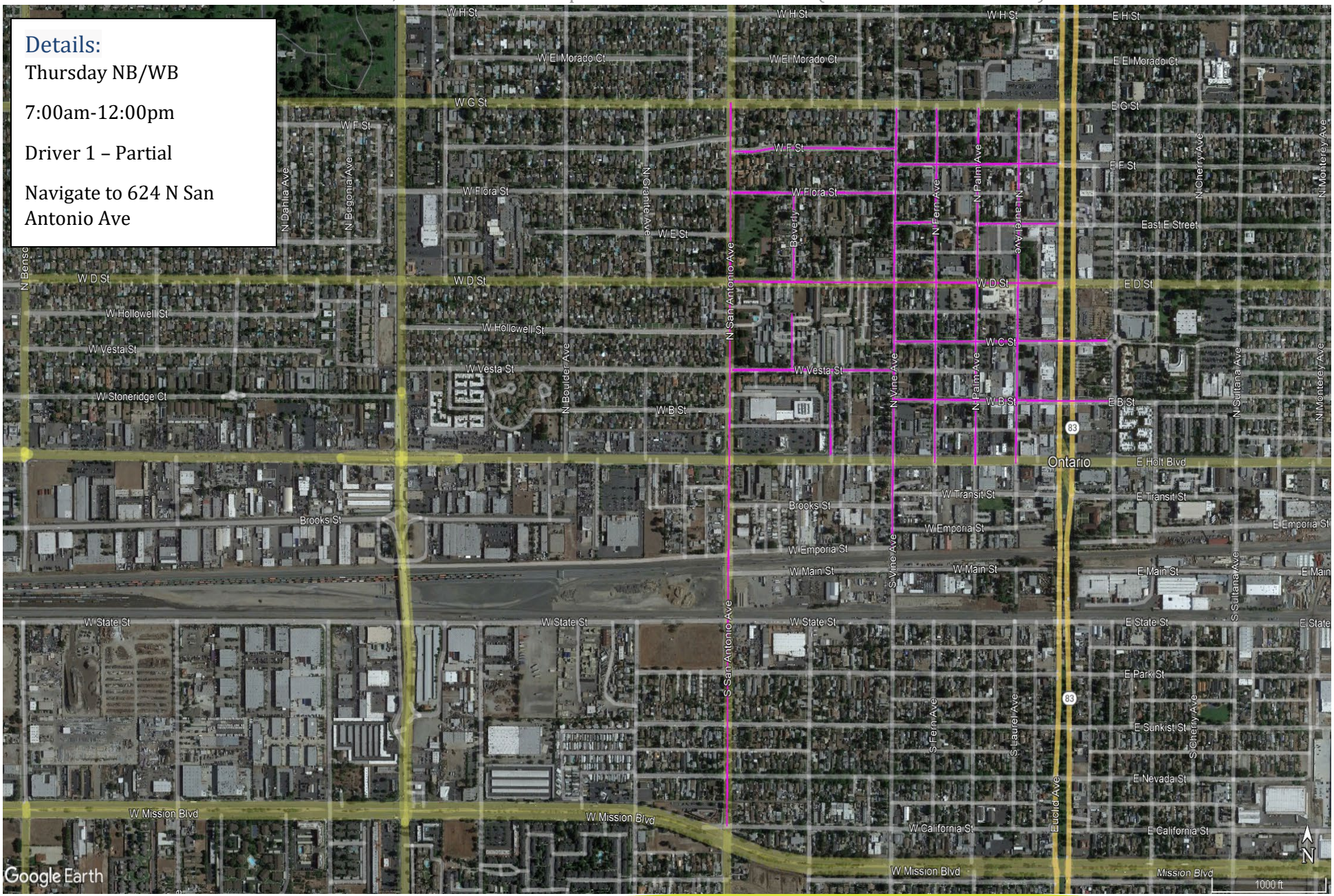
Details:

Thursday NB/WB

7:00am-12:00pm

Driver 1 – Partial

Navigate to 624 N San Antonio Ave



Contract Name: Ontario, CA Estimated Completion Time: 00:59 Minutes (01:14 Hours Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
THURSDAY	N SAN ANTONIO AVE	W G ST	W CALIFORNIA ST	DRIVER 1	1.03	4001
THURSDAY	N VINE AVE	W EMPORIA ST	W G ST	DRIVER 1	0.62	4018
THURSDAY	N BONITA CT	W HOLT BLVD	W VESTA ST	DRIVER 1	0.12	4042
THURSDAY	W VESTA ST	N SAN ANTONIO AVE	N VINE AVE	DRIVER 1	0.26	4043
THURSDAY	N BEVERLY CT	W VESTA ST	CUL-DA-SEC	DRIVER 1	0.08	4044
THURSDAY	W D ST	N SAN ANTONIO AVE	EUCLID AVE	DRIVER 1	0.53	4045
THURSDAY	BEVERLY	W D ST	W FLORA ST	DRIVER 1	0.12	4046
THURSDAY	W FLORA ST	N SAN ANTONIO AVE	N VINE AVE	DRIVER 1	0.26	4047
THURSDAY	W F ST	N SAN ANTONIO AVE	N VINE AVE	DRIVER 1	0.26	4048
THURSDAY	N FERN AVE	W HOLT BLVD	W G ST	DRIVER 1	0.50	4049
THURSDAY	N PALM AVE	W HOLT BLVD	W G ST	DRIVER 1	0.50	4050
THURSDAY	N LAUREL AVE	W HOLT BLVD	W G ST	DRIVER 1	0.50	4051
THURSDAY	W B ST	N VINE AVE	N LEMON AVE	DRIVER 1	0.36	4052
THURSDAY	W C ST	N VINE AVE	N LEMON AVE	DRIVER 1	0.35	4053
THURSDAY	W E ST	EUCLID AVE	N PALM AVE	DRIVER 1	0.13	4054
THURSDAY	W E ST	N FERN AVE	N VINE AVE	DRIVER 1	0.06	4055
THURSDAY	W F ST	N VINE AVE	EUCLID AVE	DRIVER 1	0.26	4056

Zone #41B

Contract Name: Ontario, CA Estimated Completion Time: 00:59 Minutes (01:14 Hours Leaf Season)

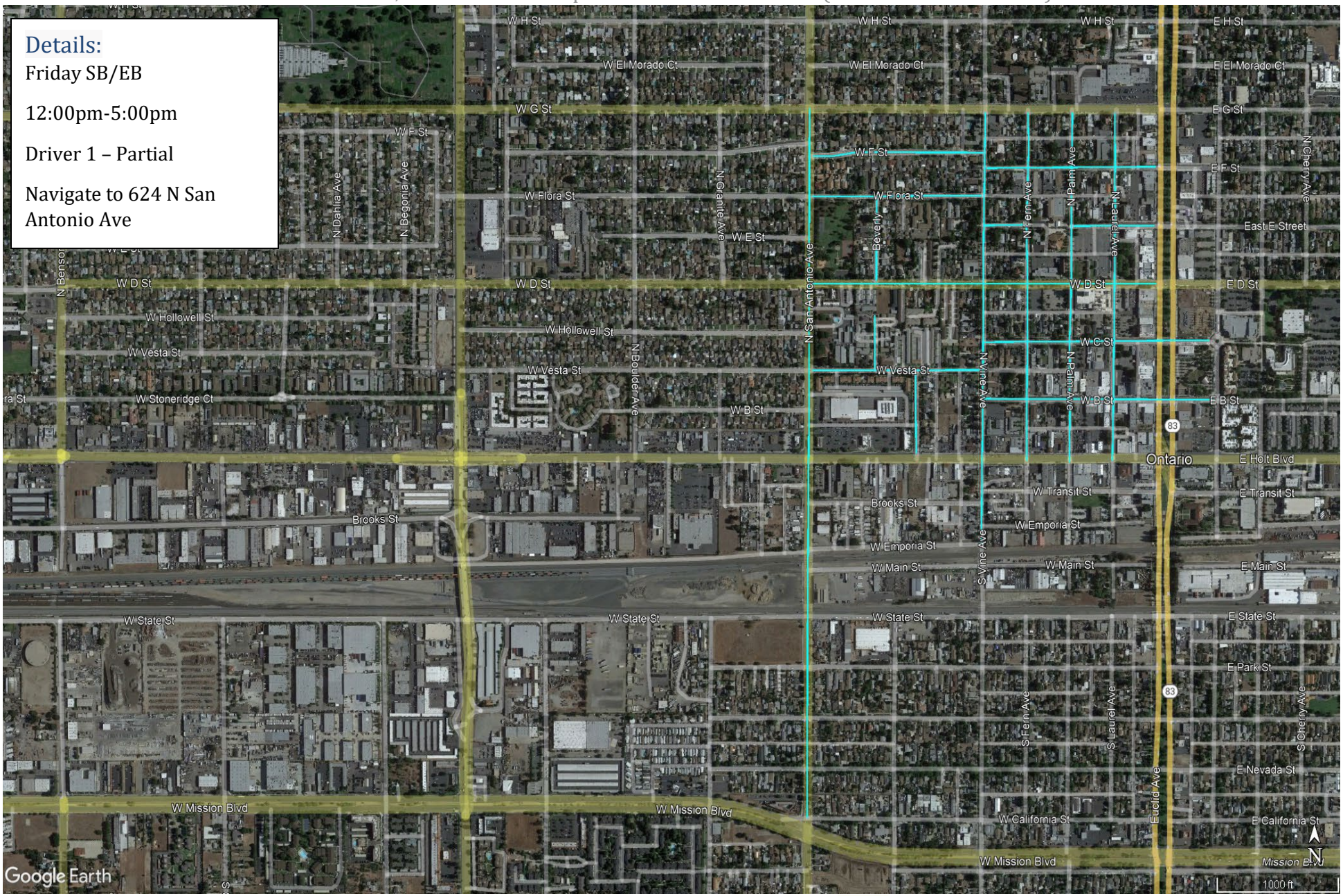
Details:

Friday SB/EB

12:00pm-5:00pm

Driver 1 – Partial

Navigate to 624 N San Antonio Ave



District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
Friday	N SAN ANTONIO AVE	W CALIFORNIA ST	W G ST	DRIVER 1	1.03	4001
Friday	N VINE AVE	W G ST	W EMPORIA ST	DRIVER 1	0.62	4018
Friday	N BONITA CT	W VESTA ST	W HOLT BLVD	DRIVER 1	0.12	4042
Friday	W VESTA ST	N VINE AVE	N SAN ANTONIO AVE	DRIVER 1	0.26	4043
Friday	N BEVERLY CT	CUL-DA-SEC	W VESTA ST	DRIVER 1	0.08	4044
Friday	W D ST	EUCLID AVE	N SAN ANTONIO AVE	DRIVER 1	0.53	4045
Friday	BEVERLY	W FLORA ST	W D ST	DRIVER 1	0.12	4046
Friday	W FLORA ST	N VINE AVE	N SAN ANTONIO AVE	DRIVER 1	0.26	4047
Friday	W F ST	N VINE AVE	N SAN ANTONIO AVE	DRIVER 1	0.26	4048
Friday	N FERN AVE	W G ST	W HOLT BLVD	DRIVER 1	0.50	4049
Friday	N PALM AVE	W G ST	W HOLT BLVD	DRIVER 1	0.50	4050
Friday	N LAUREL AVE	W G ST	W HOLT BLVD	DRIVER 1	0.50	4051
Friday	W B ST	N LEMON AVE	N VINE AVE	DRIVER 1	0.36	4052
Friday	W C ST	N LEMON AVE	N VINE AVE	DRIVER 1	0.35	4053
Friday	W E ST	N PALM AVE	EUCLID AVE	DRIVER 1	0.13	4054
Friday	W E ST	N VINE AVE	N FERN AVE	DRIVER 1	0.06	4055
Friday	W F ST	EUCLID AVE	N VINE AVE	DRIVER 1	0.26	4056

Zone #42

Contract Name: Ontario, CA Estimated Completion Time: 00:58 Minutes (01:12 Hours Leaf Season)

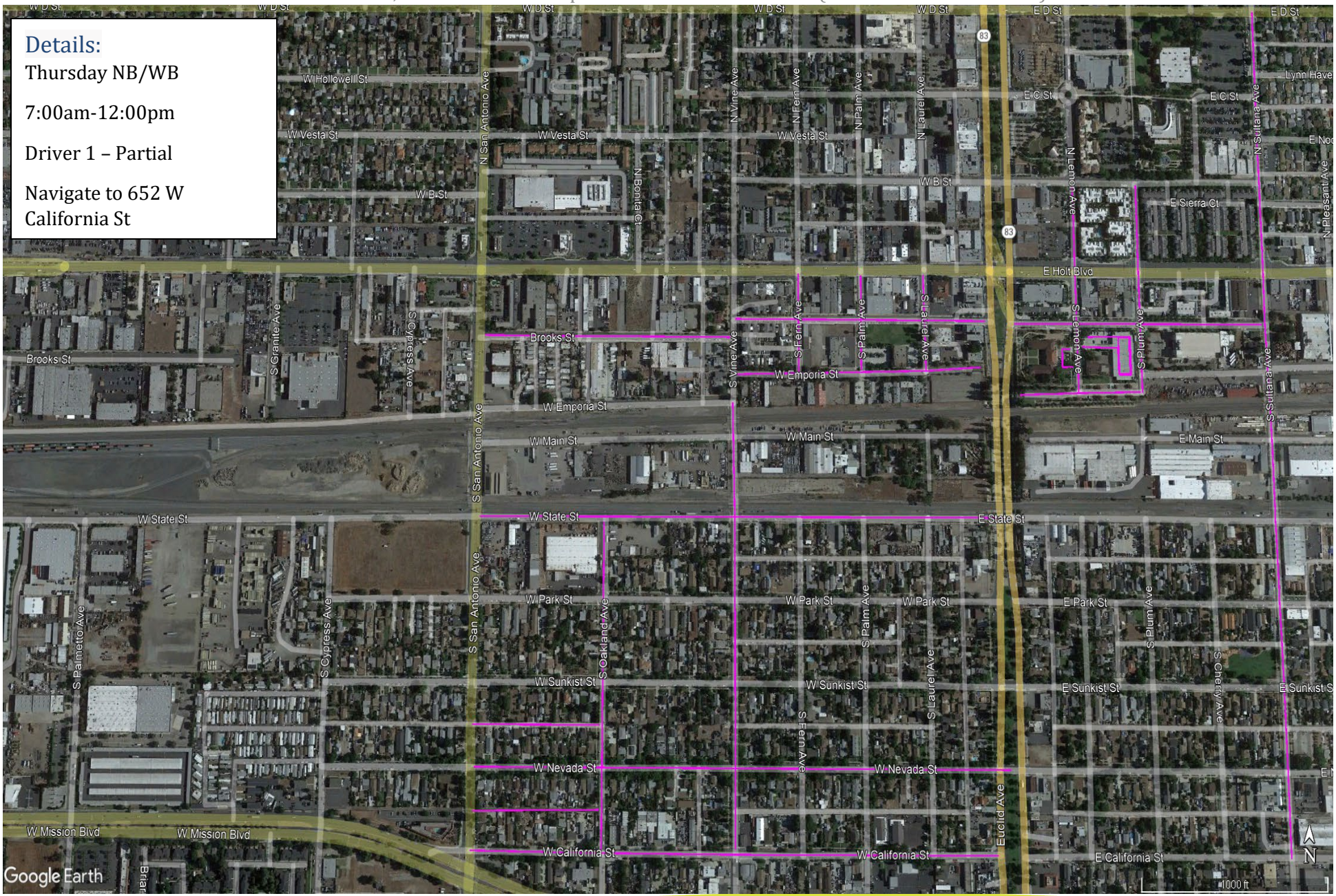
Details:

Thursday NB/WB

7:00am-12:00pm

Driver 1 – Partial

Navigate to 652 W California St



District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
THURSDAY	W CALIFORNIA ST	N SAN ANTONIO AVE	EUCLID AVE	DRIVER 1	0.54	4002
THURSDAY	S SULTANA AVE	E CALIFORNIA ST	E D ST	DRIVER 1	0.78	4004
THURSDAY	W NEVADA ST	EUCLID AVE	S SAN ANTONIO AVE	DRIVER 1	0.55	4009
THURSDAY	W STATE ST	EUCLID AVE	S SAN ANTONIO AVE	DRIVER 1	0.55	4015
THURSDAY	S OAKLAND AVE	W CALIFORNIA ST	W STATE ST	DRIVER 1	0.29	4016
THURSDAY	S VINE AVE	W CALIFORNIA ST	W EMPORIA ST	DRIVER 1	0.40	4017
THURSDAY	ALLEYWAY 27	S OAKLAND AVE	S SAN ANTONIO AVE	DRIVER 1	0.13	4028
THURSDAY	ALLEYWAY 28	S OAKLAND AVE	S SAN ANTONIO AVE	DRIVER 1	0.13	4029
THURSDAY	BROOKS ST	S SAN ANTONIO AVE	S VINE AVE	DRIVER 1	0.26	4030
THURSDAY	W EMPORIA ST	S VINE AVE	DEAD END	DRIVER 1	0.26	4031
THURSDAY	W TRANSIT ST	S VINE AVE	EUCLID AVE	DRIVER 1	0.26	4032
THURSDAY	N LEMON AVE	E B ST	E EMPORIA ST	DRIVER 1	0.19	4033
THURSDAY	N PLUM AVE	E B ST	E EMPORIA ST	DRIVER 1	0.19	4034
THURSDAY	E TRANSIT ST	EUCLID AVE	N SULTANA AVE	DRIVER 1	0.26	4035
THURSDAY	E EMPORIA ST	EUCLID AVE	N PLUM AVE	DRIVER 1	0.13	4036
THURSDAY	S FERN AVE	W EMPORIA ST	W HOLT BLVD	DRIVER 1	0.09	4039
THURSDAY	S PALM AVE	W EMPORIA ST	W HOLT BLVD	DRIVER 1	0.09	4040
THURSDAY	S LAUREL AVE	W EMPORIA ST	W HOLT BLVD	DRIVER 1	0.09	4041
THURSDAY	MUSEUM LOT A	E TRANSIT ST	N LEMON AVE	DRIVER 1	0.37	4270
THURSDAY	MUSEUM LOT B	E TRANSIT ST	N LEMON AVE	DRIVER 1	0.25	4271

Zone #42B

Contract Name: Ontario, CA Estimated Completion Time: 00:58 Minutes (01:12 Hours Leaf Season)

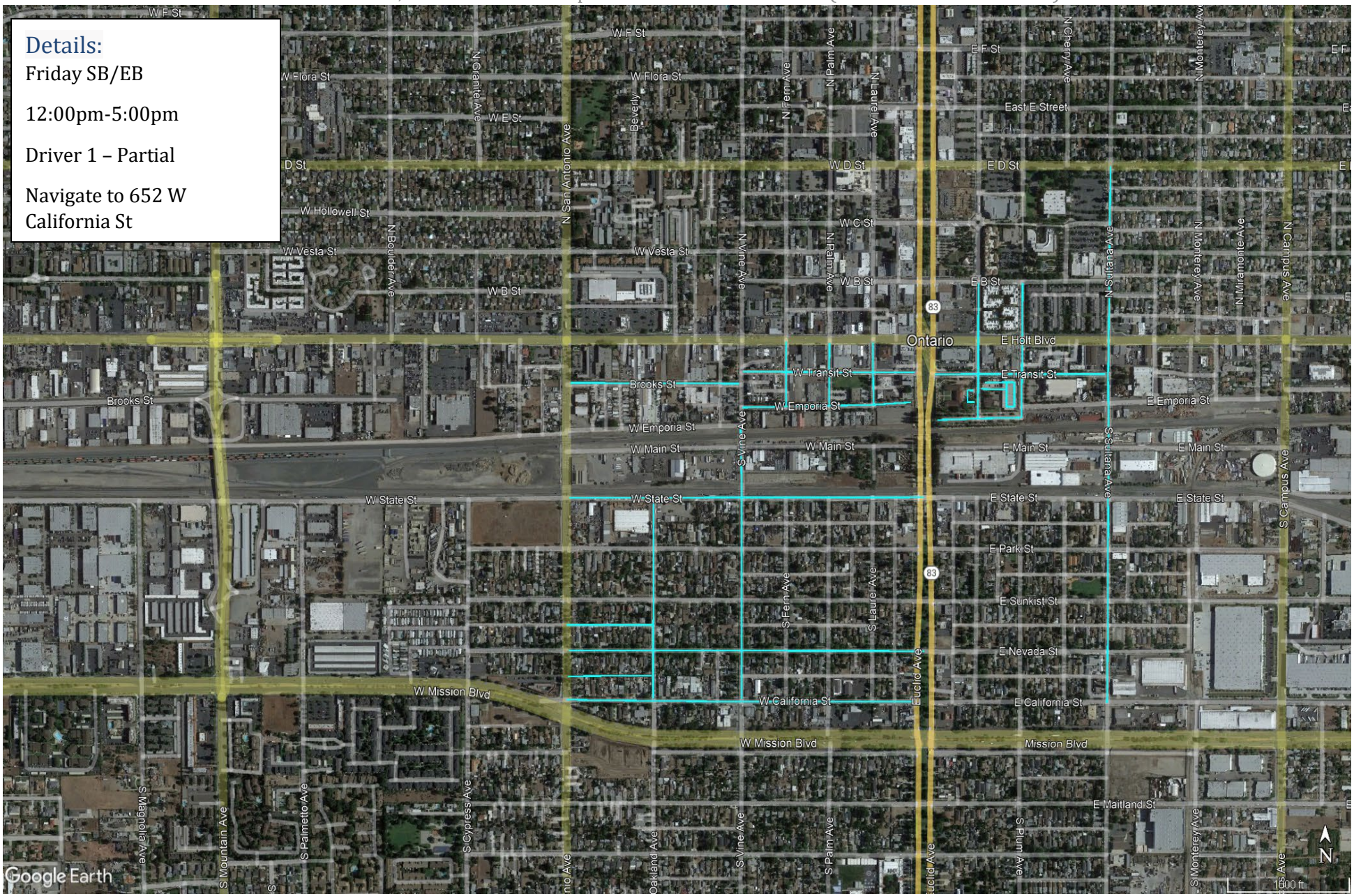
Details:

Friday SB/EB

12:00pm-5:00pm

Driver 1 – Partial

Navigate to 652 W California St



Zone #42B

Contract Name: Ontario, CA Estimated Completion Time: 00:58 Minutes (01:12 Hours Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
Friday	W CALIFORNIA ST	EUCLID AVE	N SAN ANTONIO AVE	DRIVER 1	0.54	4002
Friday	S SULTANA AVE	E D ST	E CALIFORNIA ST	DRIVER 1	0.78	4004
Friday	W NEVADA ST	S SAN ANTONIO AVE	EUCLID AVE	DRIVER 1	0.55	4009
Friday	W STATE ST	S SAN ANTONIO AVE	EUCLID AVE	DRIVER 1	0.55	4015
Friday	S OAKLAND AVE	W STATE ST	W CALIFORNIA ST	DRIVER 1	0.29	4016
Friday	S VINE AVE	W EMPORIA ST	W CALIFORNIA ST	DRIVER 1	0.40	4017
Friday	ALLEYWAY 27	S SAN ANTONIO AVE	S OAKLAND AVE	DRIVER 1	0.13	4028
Friday	ALLEYWAY 28	S SAN ANTONIO AVE	S OAKLAND AVE	DRIVER 1	0.13	4029
Friday	BROOKS ST	S VINE AVE	S SAN ANTONIO AVE	DRIVER 1	0.26	4030
Friday	W EMPORIA ST	DEAD END	S VINE AVE	DRIVER 1	0.26	4031
Friday	W TRANSIT ST	EUCLID AVE	S VINE AVE	DRIVER 1	0.26	4032
Friday	N LEMON AVE	E EMPORIA ST	E B ST	DRIVER 1	0.19	4033
Friday	N PLUM AVE	E EMPORIA ST	E B ST	DRIVER 1	0.19	4034
Friday	E TRANSIT ST	N SULTANA AVE	EUCLID AVE	DRIVER 1	0.26	4035
Friday	E EMPORIA ST	N PLUM AVE	EUCLID AVE	DRIVER 1	0.13	4036
Friday	S FERN AVE	W HOLT BLVD	W EMPORIA ST	DRIVER 1	0.09	4039
Friday	S PALM AVE	W HOLT BLVD	W EMPORIA ST	DRIVER 1	0.09	4040
Friday	S LAUREL AVE	W HOLT BLVD	W EMPORIA ST	DRIVER 1	0.09	4041
Friday	MUSEUM LOT A	N LEMON AVE	E TRANSIT ST	DRIVER 1	0.37	4270
Friday	MUSEUM LOT B	N LEMON AVE	E TRANSIT ST	DRIVER 1	0.25	4271

Zone #43

Contract Name: Ontario, CA Estimated Completion Time: 00:56 Minutes (01:10 Hours Leaf Season)

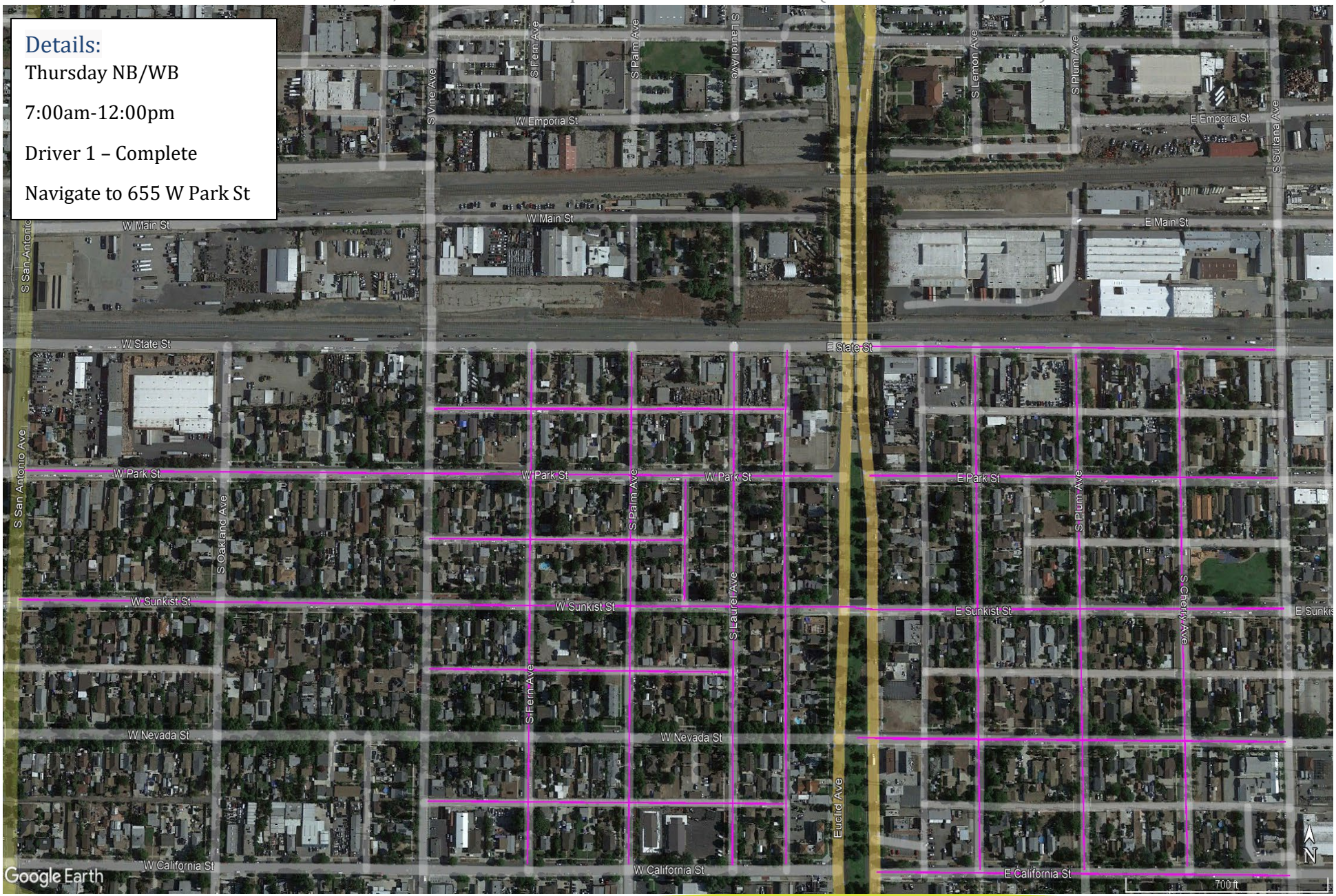
Details:

Thursday NB/WB

7:00am-12:00pm

Driver 1 – Complete

Navigate to 655 W Park St



Contract Name: Ontario, CA Estimated Completion Time: 00:56 Minutes (01:10 Hours Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
THURSDAY	E CALIFORNIA ST	EUCLID AVE	S SULTANA AVE	DRIVER 1	0.27	4003
THURSDAY	S CHERRY AVE	E CALIFORNIA ST	E STATE ST	DRIVER 1	0.29	4005
THURSDAY	S PLUM AVE	E CALIFORNIA ST	E STATE ST	DRIVER 1	0.29	4006
THURSDAY	S LEMON AVE	E CALIFORNIA ST	E STATE ST	DRIVER 1	0.29	4007
THURSDAY	E NEVADA ST	S SULTANA AVE	EUCLID AVE	DRIVER 1	0.55	4008
THURSDAY	E SUNKIST ST	S SULTANA AVE	EUCLID AVE	DRIVER 1	0.28	4010
THURSDAY	W SUNKIST ST	EUCLID AVE	S SAN ANTONIO AVE	DRIVER 1	0.55	4011
THURSDAY	E PARK ST	S SULTANA AVE	EUCLID AVE	DRIVER 1	0.27	4012
THURSDAY	W PARK ST	EUCLID AVE	S SAN ANTONIO AVE	DRIVER 1	0.53	4013
THURSDAY	E STATE ST	S SULTANA AVE	EUCLID AVE	DRIVER 1	0.28	4014
THURSDAY	S FERN AVE	W CALIFORNIA ST	W STATE ST	DRIVER 1	0.29	4019
THURSDAY	S PALM AVE	W CALIFORNIA ST	W STATE ST	DRIVER 1	0.29	4020
THURSDAY	S LAUREL AVE	W CALIFORNIA ST	W STATE ST	DRIVER 1	0.29	4021
THURSDAY	ALLEYWAY 21	W STATE ST	W CALIFORNIA ST	DRIVER 1	0.29	4022
THURSDAY	ALLEYWAY 22	ALLEYWAY 21	S VINE AVE	DRIVER 1	0.23	4023
THURSDAY	ALLEYWAY 23	ALLEYWAY 21	S VINE AVE	DRIVER 1	0.23	4024
THURSDAY	ALLEYWAY 24	S LAUREL AVE	S VINE AVE	DRIVER 1	0.20	4025
THURSDAY	ALLEYWAY 25	W PARK ST	W SUNKIST ST	DRIVER 1	0.07	4026
THURSDAY	ALLEYWAY 26	ALLEYWAY 25	S VINE AVE	DRIVER 1	0.17	4027

Zone #43B

Contract Name: Ontario, CA Estimated Completion Time: 00:56 Minutes (01:10 Hours Leaf Season)

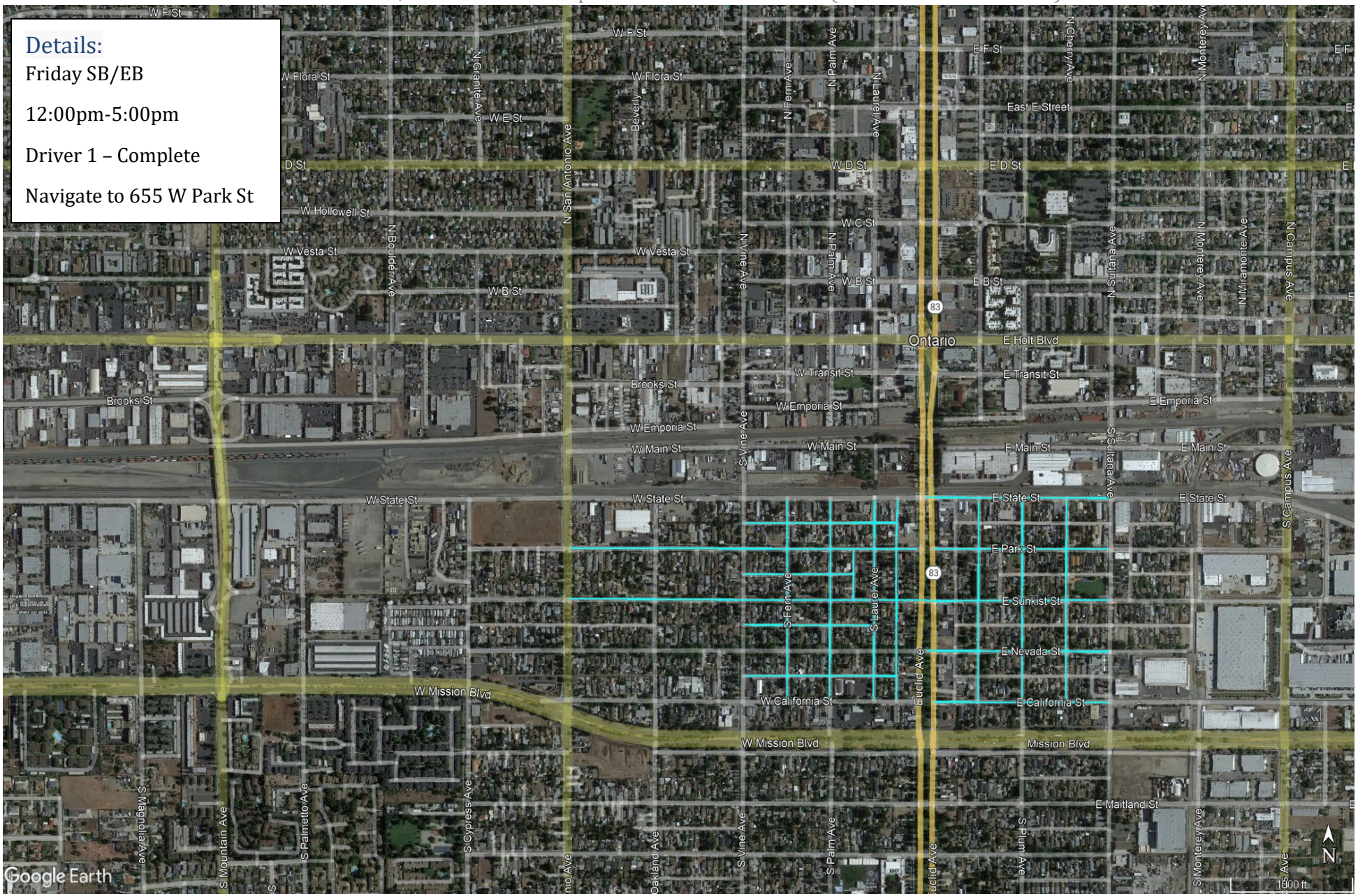
Details:

Friday SB/EB

12:00pm-5:00pm

Driver 1 – Complete

Navigate to 655 W Park St



Contract Name: Ontario, CA Estimated Completion Time: 00:56 Minutes (01:10 Hours Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
Friday	E CALIFORNIA ST	S SULTANA AVE	EUCLID AVE	DRIVER 1	0.27	4003
Friday	S CHERRY AVE	E STATE ST	E CALIFORNIA ST	DRIVER 1	0.29	4005
Friday	S PLUM AVE	E STATE ST	E CALIFORNIA ST	DRIVER 1	0.29	4006
Friday	S LEMON AVE	E STATE ST	E CALIFORNIA ST	DRIVER 1	0.29	4007
Friday	E NEVADA ST	EUCLID AVE	S SULTANA AVE	DRIVER 1	0.55	4008
Friday	E SUNKIST ST	EUCLID AVE	S SULTANA AVE	DRIVER 1	0.28	4010
Friday	W SUNKIST ST	S SAN ANTONIO AVE	EUCLID AVE	DRIVER 1	0.55	4011
Friday	E PARK ST	EUCLID AVE	S SULTANA AVE	DRIVER 1	0.27	4012
Friday	W PARK ST	S SAN ANTONIO AVE	EUCLID AVE	DRIVER 1	0.53	4013
Friday	E STATE ST	EUCLID AVE	S SULTANA AVE	DRIVER 1	0.28	4014
Friday	S FERN AVE	W STATE ST	W CALIFORNIA ST	DRIVER 1	0.29	4019
Friday	S PALM AVE	W STATE ST	W CALIFORNIA ST	DRIVER 1	0.29	4020
Friday	S LAUREL AVE	W STATE ST	W CALIFORNIA ST	DRIVER 1	0.29	4021
Friday	ALLEYWAY 21	W CALIFORNIA ST	W STATE ST	DRIVER 1	0.29	4022
Friday	ALLEYWAY 22	S VINE AVE	ALLEYWAY 21	DRIVER 1	0.23	4023
Friday	ALLEYWAY 23	S VINE AVE	ALLEYWAY 21	DRIVER 1	0.23	4024
Friday	ALLEYWAY 24	S VINE AVE	S LAUREL AVE	DRIVER 1	0.20	4025
Friday	ALLEYWAY 25	W SUNKIST ST	W PARK ST	DRIVER 1	0.07	4026
Friday	ALLEYWAY 26	S VINE AVE	ALLEYWAY 25	DRIVER 1	0.17	4027

Zone #44

Contract Name: Ontario, CA Estimated Completion Time: 00:58 Minutes (01:13 Hours Leaf Season)

Details:

Thursday NB/WB

7:00am-12:00pm

Driver 2 – Partial

Navigate to 1241 S San Antonio Ave



Zone #44

Contract Name: Ontario, CA Estimated Completion Time: 00:58 Minutes (01:13 Hours Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
THURSDAY	S SAN ANTONIO AVE	W CALIFORNIA ST	PHILLIPS ST	DRIVER 2	0.41	4057
THURSDAY	PHILLIPS ST	S SAN ANTONIO AVE	S SULTANA AVE	DRIVER 2	0.84	4058
THURSDAY	S SULTANA AVE	PHILLIPS ST	W CARLTON ST	DRIVER 2	0.27	4059
THURSDAY	E CARLTON ST	S SULTANA AVE	EUCLID AVE	DRIVER 2	0.27	4060
THURSDAY	W CARLTON ST	EUCLID AVE	S OAKLAND AVE	DRIVER 2	0.40	4061
THURSDAY	S OAKLAND AVE	W CARLTON ST	PHILLIPS ST	DRIVER 2	0.32	4062
THURSDAY	S VINE AVE	W CARLTON ST	PHILLIPS ST	DRIVER 2	0.32	4063
THURSDAY	S PALM AVE	W CARLTON ST	PHILLIPS ST	DRIVER 2	0.30	4064
THURSDAY	S PLUM AVE	E CARLTON ST	PHILLIPS ST	DRIVER 2	0.28	4065
THURSDAY	E MAITLAND ST	S SULTANA AVE	S SAN ANTONIO AVE	DRIVER 2	0.83	4066
THURSDAY	W RALSTON ST	S SULTANA AVE	S SAN ANTONIO AVE	DRIVER 2	0.83	4067
THURSDAY	E BELMONT ST	S SULTANA AVE	S SAN ANTONIO AVE	DRIVER 2	0.83	4068

Zone #44B

Contract Name: Ontario, CA Estimated Completion Time: 00:58 Minutes (01:13 Hours Leaf Season)

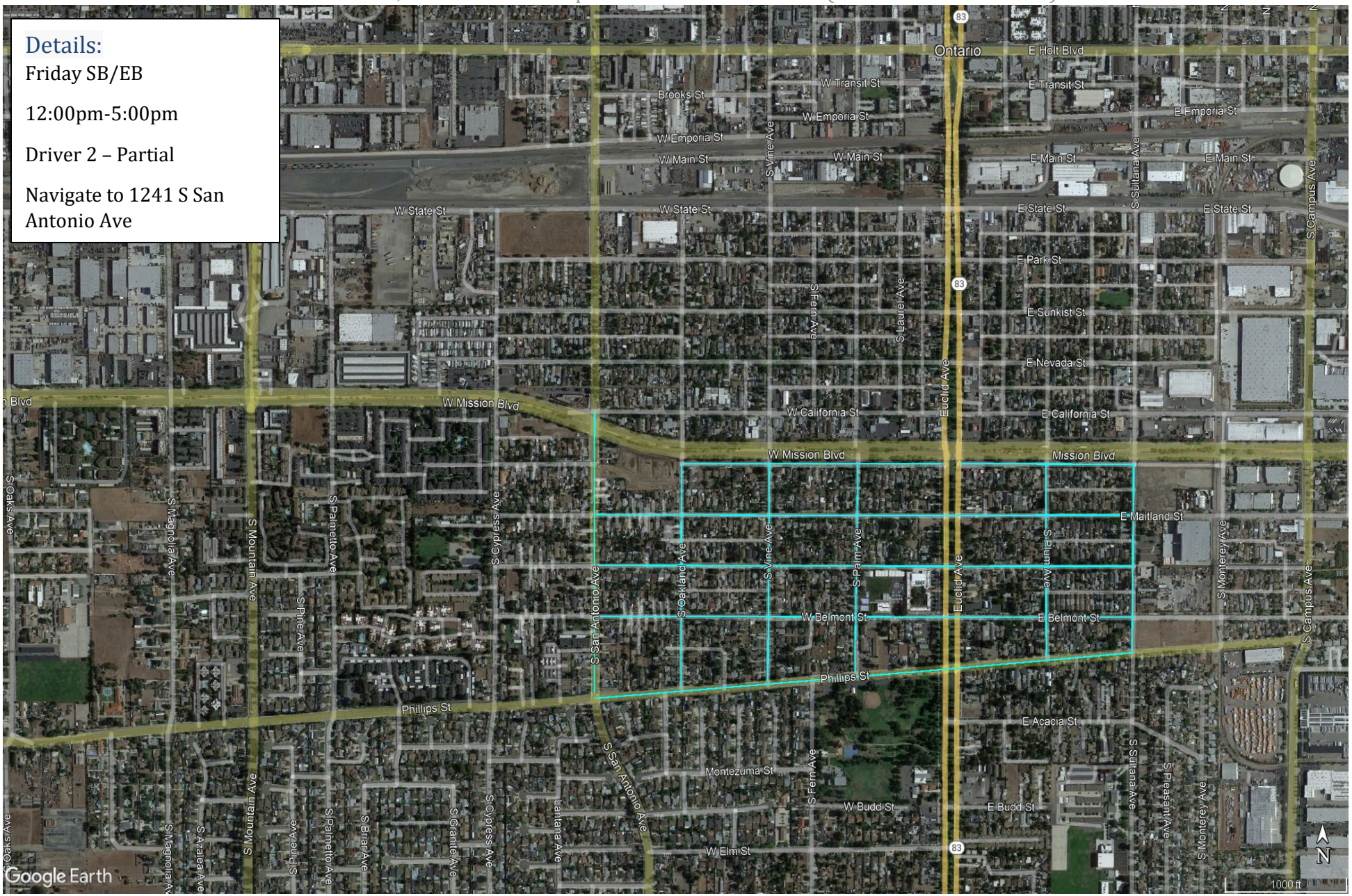
Details:

Friday SB/EB

12:00pm-5:00pm

Driver 2 – Partial

Navigate to 1241 S San Antonio Ave



District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
Friday	S SAN ANTONIO AVE	PHILLIPS ST	W CALIFORNIA ST	DRIVER 2	0.41	4057
Friday	PHILLIPS ST	S SULTANA AVE	S SAN ANTONIO AVE	DRIVER 2	0.84	4058
Friday	S SULTANA AVE	W CARLTON ST	PHILLIPS ST	DRIVER 2	0.27	4059
Friday	E CARLTON ST	EUCLID AVE	S SULTANA AVE	DRIVER 2	0.27	4060
Friday	W CARLTON ST	S OAKLAND AVE	EUCLID AVE	DRIVER 2	0.40	4061
Friday	S OAKLAND AVE	PHILLIPS ST	W CARLTON ST	DRIVER 2	0.32	4062
Friday	S VINE AVE	PHILLIPS ST	W CARLTON ST	DRIVER 2	0.32	4063
Friday	S PALM AVE	PHILLIPS ST	W CARLTON ST	DRIVER 2	0.30	4064
Friday	S PLUM AVE	PHILLIPS ST	E CARLTON ST	DRIVER 2	0.28	4065
Friday	E MAITLAND ST	S SAN ANTONIO AVE	S SULTANA AVE	DRIVER 2	0.83	4066
Friday	W RALSTON ST	S SAN ANTONIO AVE	S SULTANA AVE	DRIVER 2	0.83	4067
Friday	E BELMONT ST	S SAN ANTONIO AVE	S SULTANA AVE	DRIVER 2	0.83	4068

Zone #45

Contract Name: Ontario, CA Estimated Completion Time: 00:59 Minutes (01:14 Hours Leaf Season)

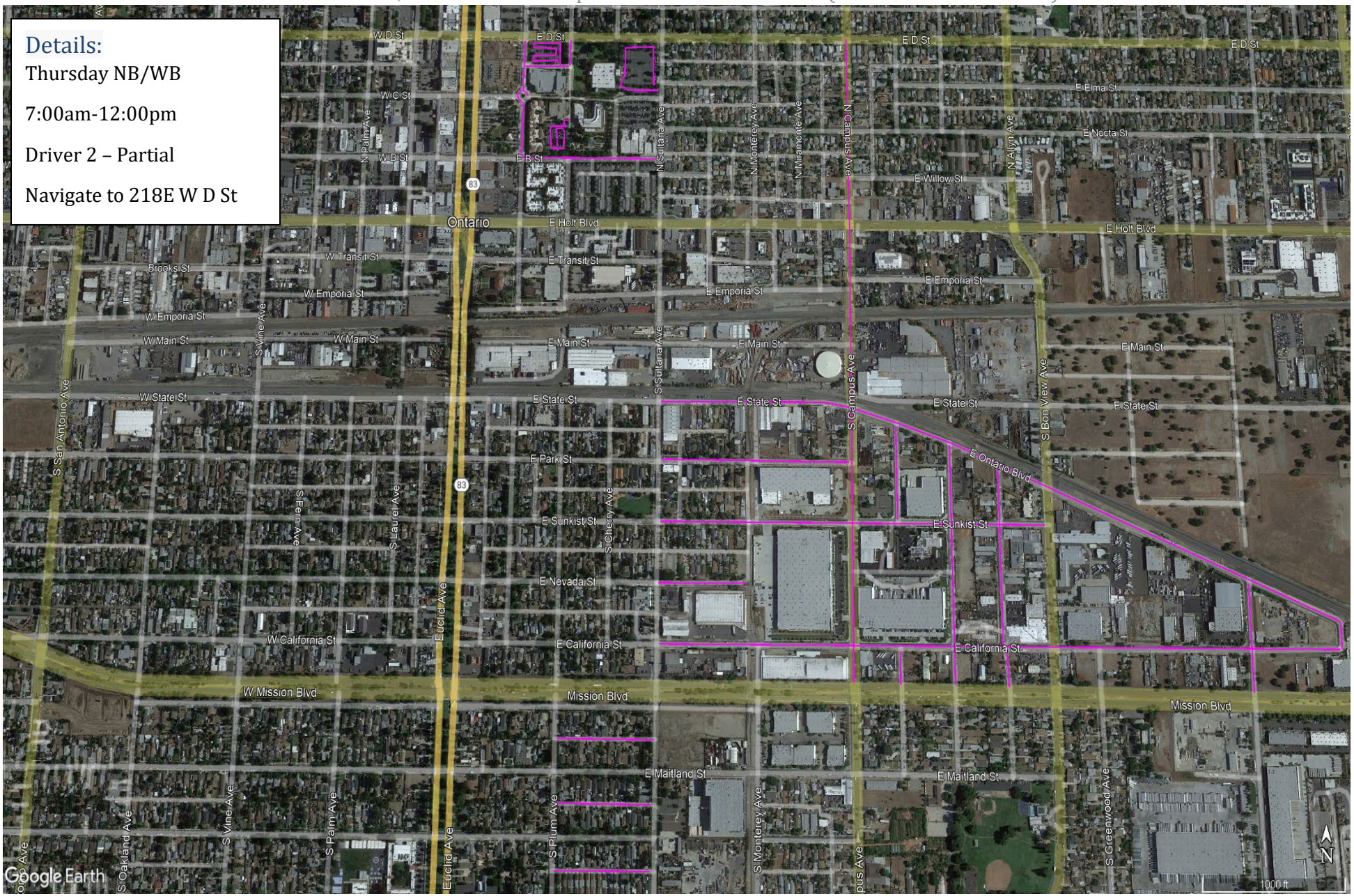
Details:

Thursday NB/WB

7:00am-12:00pm

Driver 2 – Partial

Navigate to 218E W D St



Contract Name: Ontario, CA Estimated Completion Time: 00:59 Minutes (01:14 Hours Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
THURSDAY	ALLEYWAY 29	S SULTANA AVE	S PLUM AVE	DRIVER 2	0.13	4069
THURSDAY	ALLEYWAY 30	S SULTANA AVE	S PLUM AVE	DRIVER 2	0.13	4070
THURSDAY	ALLEYWAY 31	S SULTANA AVE	S PLUM AVE	DRIVER 2	0.13	4071
THURSDAY	E CALIFORNIA ST	N SULTANA AVE	E ONTARIO BLVD	DRIVER 2	0.93	4072
THURSDAY	E ONTARIO BLVD	E STATE ST	E CALIFORNIA ST	DRIVER 2	0.74	4073
THURSDAY	E STATE ST	N SULTANA AVE	E ONTARIO BLVD	DRIVER 2	0.26	4074
THURSDAY	E PARK ST	N SULTANA AVE	S CAMPUS AVE	DRIVER 2	0.26	4075
THURSDAY	E SUNKIST ST	N SULTANA AVE	S BON VIEW AVE	DRIVER 2	0.53	4076
THURSDAY	E NEVADA ST	N SULTANA AVE	DEAD END	DRIVER 2	0.12	4077
THURSDAY	S CAMPUS AVE	MISSION BLVD	E HOLT BLVD	DRIVER 2	0.82	4078
THURSDAY	S TAYLOR AVE	MISSION BLVD	E ONTARIO BLVD	DRIVER 2	0.29	4079
THURSDAY	S HOPE AVE	MISSION BLVD	E ONTARIO BLVD	DRIVER 2	0.26	4080
THURSDAY	S CALDWELL AVE	MISSION BLVD	E CALIFORNIA ST	DRIVER 2	0.04	4081
THURSDAY	S CALDWELL AVE	E SUNKIST ST	E ONTARIO BLVD	DRIVER 2	0.11	4082
THURSDAY	S CUCAMONGA AVE	MISSION BLVD	E ONTARIO BLVD	DRIVER 2	0.13	4083
THURSDAY	E B ST	N LEMON AVE	N SULTANA AVE	DRIVER 2	0.20	4109
THURSDAY	N LEMON AVE	E B ST	E D ST	DRIVER 2	0.19	4110
THURSDAY	ALLEYWAY 32	N LEMON AVE	N PLUM AVE	DRIVER 2	0.06	4111
THURSDAY	N PLUM AVE	ALLEYWAY 32	E D ST	DRIVER 2	0.04	4112
THURSDAY	LIBRARY LOT	ALLEYWAY 32	N PLUM AVE	DRIVER 2	0.25	4272
THURSDAY	SENIOR CENTER LOT	N LEMON AVE	E B ST	DRIVER 2	0.15	4273
THURSDAY	CITY HALL LOT	E D ST	N SULTANA AVE	DRIVER 2	0.21	4274

Zone #45B

Contract Name: Ontario, CA Estimated Completion Time: 00:59 Minutes (01:14 Hours Leaf Season)

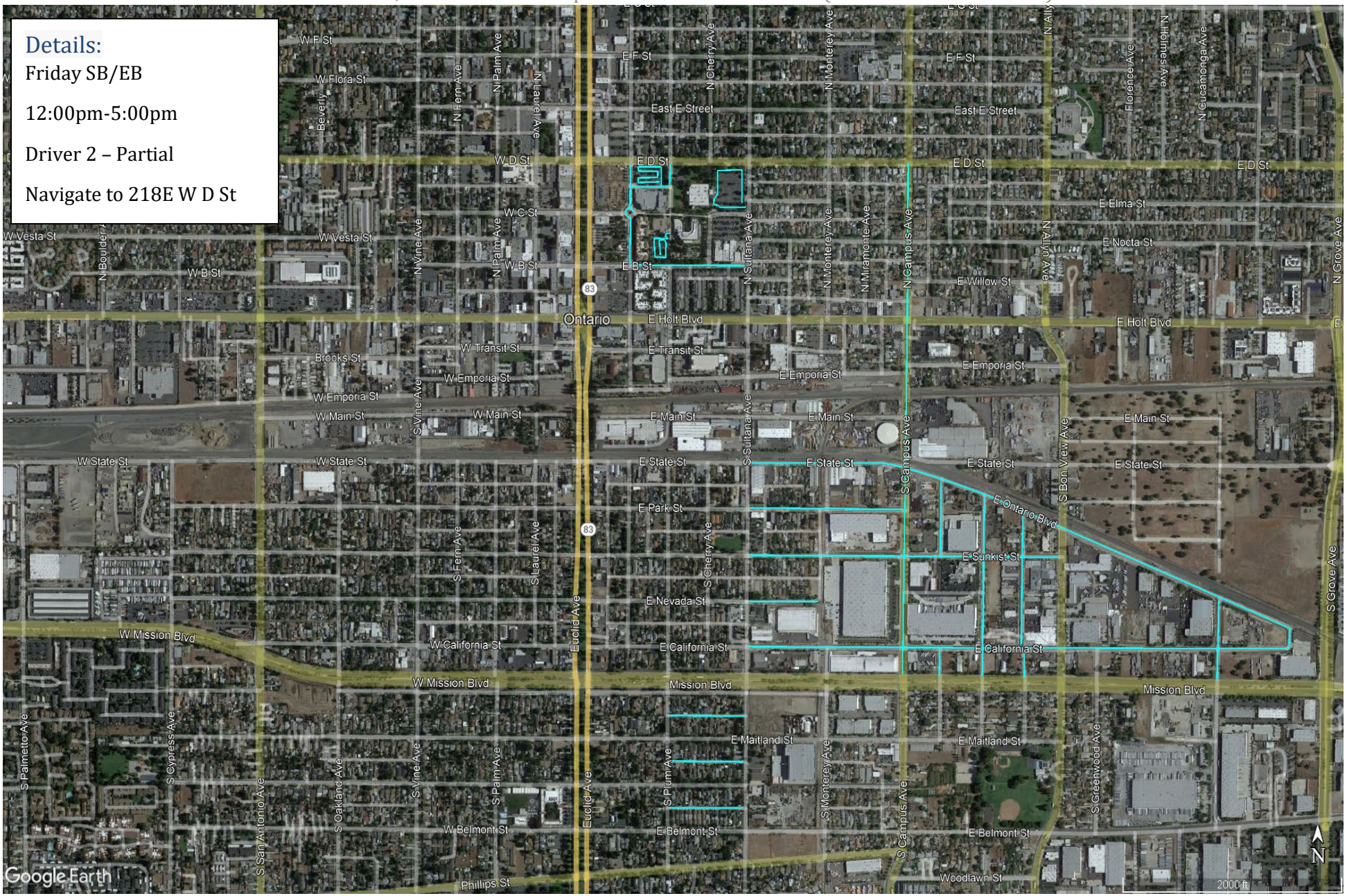
Details:

Friday SB/EB

12:00pm-5:00pm

Driver 2 – Partial

Navigate to 218E W D St



District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
Friday	ALLEYWAY 29	S PLUM AVE	S SULTANA AVE	DRIVER 2	0.13	4069
Friday	ALLEYWAY 30	S PLUM AVE	S SULTANA AVE	DRIVER 2	0.13	4070
Friday	ALLEYWAY 31	S PLUM AVE	S SULTANA AVE	DRIVER 2	0.13	4071
Friday	E CALIFORNIA ST	E ONTARIO BLVD	N SULTANA AVE	DRIVER 2	0.93	4072
Friday	E ONTARIO BLVD	E CALIFORNIA ST	E STATE ST	DRIVER 2	0.74	4073
Friday	E STATE ST	E ONTARIO BLVD	N SULTANA AVE	DRIVER 2	0.26	4074
Friday	E PARK ST	S CAMPUS AVE	N SULTANA AVE	DRIVER 2	0.26	4075
Friday	E SUNKIST ST	S BON VIEW AVE	N SULTANA AVE	DRIVER 2	0.53	4076
Friday	E NEVADA ST	DEAD END	N SULTANA AVE	DRIVER 2	0.12	4077
Friday	S CAMPUS AVE	E HOLT BLVD	MISSION BLVD	DRIVER 2	0.82	4078
Friday	S TAYLOR AVE	E ONTARIO BLVD	MISSION BLVD	DRIVER 2	0.29	4079
Friday	S HOPE AVE	E ONTARIO BLVD	MISSION BLVD	DRIVER 2	0.26	4080
Friday	S CALDWELL AVE	E CALIFORNIA ST	MISSION BLVD	DRIVER 2	0.04	4081
Friday	S CALDWELL AVE	E ONTARIO BLVD	E SUNKIST ST	DRIVER 2	0.11	4082
Friday	S CUCAMONGA AVE	E ONTARIO BLVD	MISSION BLVD	DRIVER 2	0.13	4083
Friday	E B ST	N SULTANA AVE	N LEMON AVE	DRIVER 2	0.20	4109
Friday	N LEMON AVE	E D ST	E B ST	DRIVER 2	0.19	4110
Friday	ALLEYWAY 32	N PLUM AVE	N LEMON AVE	DRIVER 2	0.06	4111
Friday	N PLUM AVE	E D ST	ALLEYWAY 32	DRIVER 2	0.04	4112
Friday	LIBRARY LOT	N PLUM AVE	ALLEYWAY 32	DRIVER 2	0.25	4272
Friday	SENIOR CENTER LOT	E B ST	N LEMON AVE	DRIVER 2	0.15	4273
Friday	CITY HALL LOT	N SULTANA AVE	E D ST	DRIVER 2	0.21	4274

Zone #46

Contract Name: Ontario, CA Estimated Completion Time: 00:58 Minutes (01:13 Hours Leaf Season)

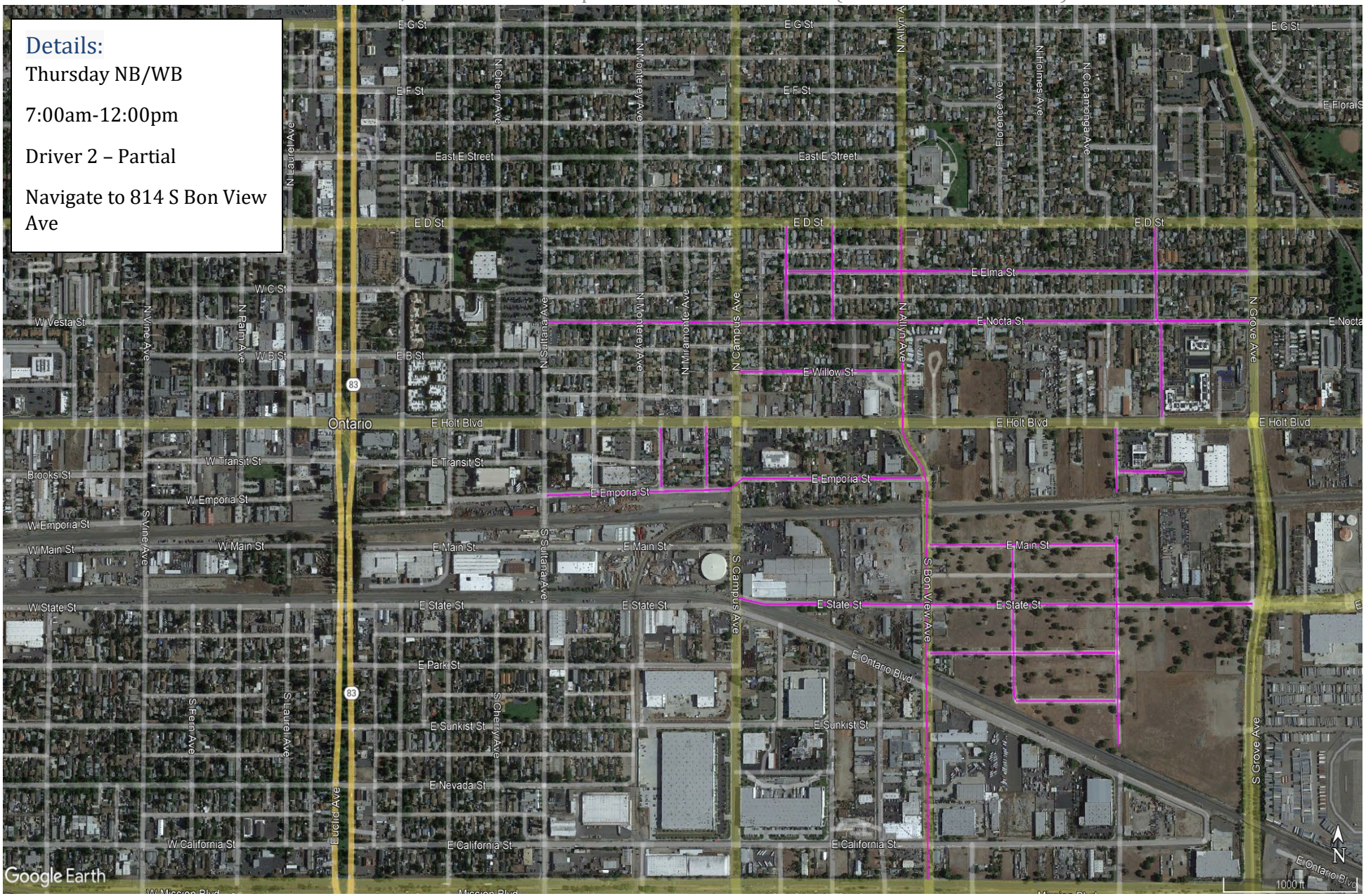
Details:

Thursday NB/WB

7:00am-12:00pm

Driver 2 – Partial

Navigate to 814 S Bon View Ave



Contract Name: Ontario, CA Estimated Completion Time: 00:58 Minutes (01:13 Hours Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
THURSDAY	S CUCAMONGA AVE	DEAD END	DEAD END	DRIVER 2	0.26	4084
THURSDAY	S CUCAMONGA AVE	E HOLT BLVD	DEAD END	DRIVER 2	0.08	4085
THURSDAY	E EMPORIA ST	S CUCAMONGA AVE	CUL-DA-SEC	DRIVER 2	0.09	4086
THURSDAY	E JEFFERSON ST	S CUCAMONGA AVE	S GARFIELD AVE	DRIVER 2	0.14	4087
THURSDAY	S GARFIELD AVE	E MAIN ST	E JEFFERSON ST	DRIVER 2	0.19	4088
THURSDAY	E WASHINGTON ST	S CUCAMONGA AVE	S BON VIEW AVE	DRIVER 2	0.26	4089
THURSDAY	E STATE ST	S GROVE AVE	S CAMPUS AVE	DRIVER 2	0.73	4090
THURSDAY	E MAIN ST	S CUCAMONGA AVE	S BON VIEW AVE	DRIVER 2	0.26	4091
THURSDAY	S BON VIEW AVE	MISSION BLVD	E D ST	DRIVER 2	0.57	4092
THURSDAY	E EMPORIA ST	S BON VIEW AVE	N SULTANA AVE	DRIVER 2	0.54	4093
THURSDAY	S MALCOLM AVE	E EMPORIA ST	E HOLT BLVD	DRIVER 2	0.07	4094
THURSDAY	S MERLROSE AVE	E EMPORIA ST	E HOLT BLVD	DRIVER 2	0.07	4095
THURSDAY	N VIRGINIA AVE	E HOLT BLVD	E D ST	DRIVER 2	0.24	4096
THURSDAY	E NOCTA ST	N GROVE AVE	N SULTANA AVE	DRIVER 2	1.00	4097
THURSDAY	E ELMA ST	N GROVE AVE	N MUSCATEL AVE	DRIVER 2	0.66	4098
THURSDAY	N ALLYN AVE	E HOLT BLVD	E D ST	DRIVER 2	0.25	4099
THURSDAY	N BERLYN AVE	E NOCTA ST	E D ST	DRIVER 2	0.12	4100
THURSDAY	N MUSCATEL AVE	E NOCTA ST	E D ST	DRIVER 2	0.12	4101
THURSDAY	E WILLOW ST	N ALLYN AVE	N CAMPUS AVE	DRIVER 2	0.23	4102

Zone #46B

Contract Name: Ontario, CA Estimated Completion Time: 00:58 Minutes (01:13 Hours Leaf Season)

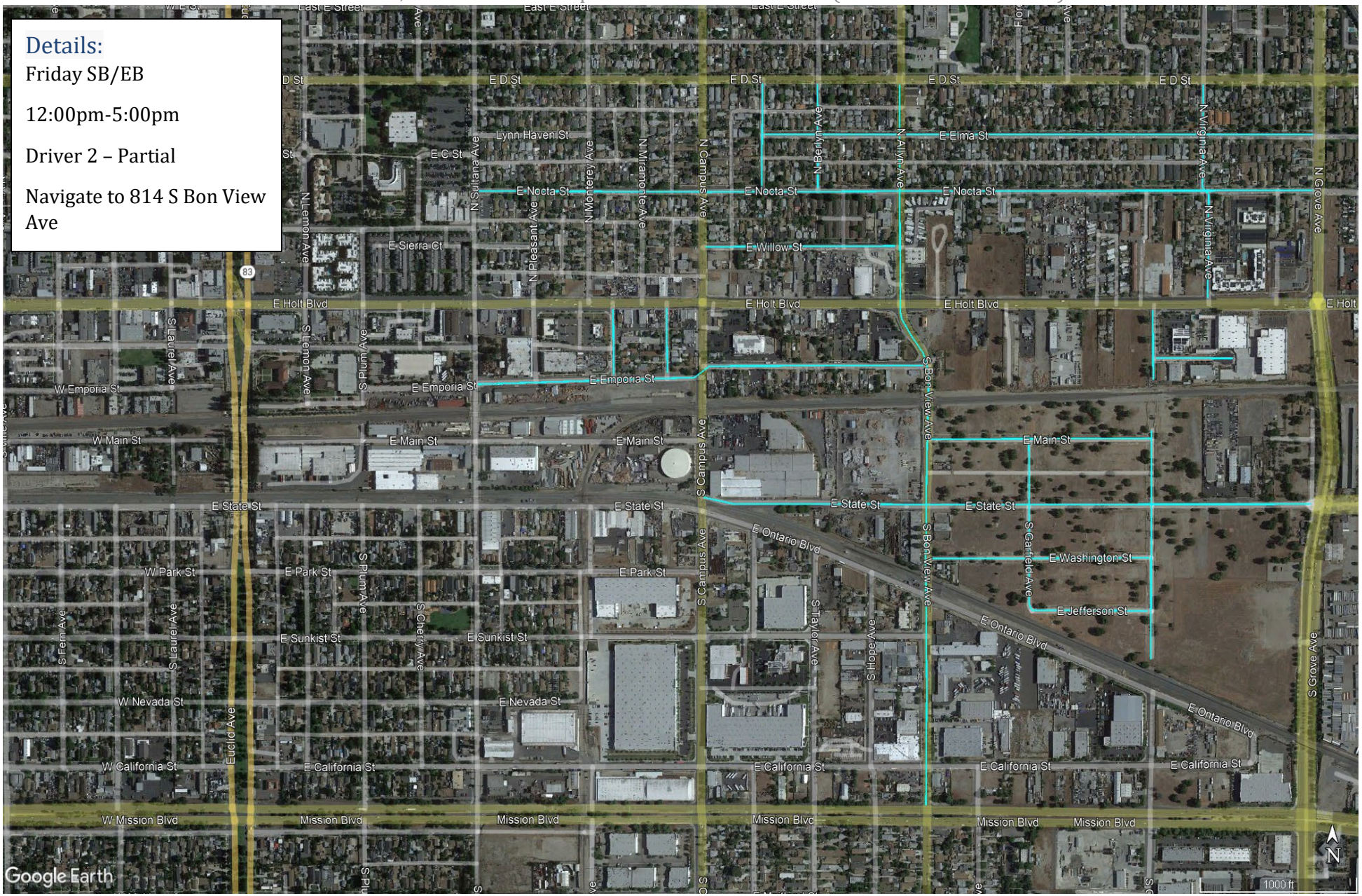
Details:

Friday SB/EB

12:00pm-5:00pm

Driver 2 – Partial

Navigate to 814 S Bon View Ave



District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
Friday	S CUCAMONGA AVE	DEAD END	DEAD END	DRIVER 2	0.26	4084
Friday	S CUCAMONGA AVE	DEAD END	E HOLT BLVD	DRIVER 2	0.08	4085
Friday	E EMPORIA ST	CUL-DA-SEC	S CUCAMONGA AVE	DRIVER 2	0.09	4086
Friday	E JEFFERSON ST	S GARFIELD AVE	S CUCAMONGA AVE	DRIVER 2	0.14	4087
Friday	S GARFIELD AVE	E JEFFERSON ST	E MAIN ST	DRIVER 2	0.19	4088
Friday	E WASHINGTON ST	S BON VIEW AVE	S CUCAMONGA AVE	DRIVER 2	0.26	4089
Friday	E STATE ST	S CAMPUS AVE	S GROVE AVE	DRIVER 2	0.73	4090
Friday	E MAIN ST	S BON VIEW AVE	S CUCAMONGA AVE	DRIVER 2	0.26	4091
Friday	S BON VIEW AVE	E D ST	MISSION BLVD	DRIVER 2	0.57	4092
Friday	E EMPORIA ST	N SULTANA AVE	S BON VIEW AVE	DRIVER 2	0.54	4093
Friday	S MALCOLM AVE	E HOLT BLVD	E EMPORIA ST	DRIVER 2	0.07	4094
Friday	S MERLROSE AVE	E HOLT BLVD	E EMPORIA ST	DRIVER 2	0.07	4095
Friday	N VIRGINIA AVE	E D ST	E HOLT BLVD	DRIVER 2	0.24	4096
Friday	E NOCTA ST	N SULTANA AVE	N GROVE AVE	DRIVER 2	1.00	4097
Friday	E ELMA ST	N MUSCATEL AVE	N GROVE AVE	DRIVER 2	0.66	4098
Friday	N ALLYN AVE	E D ST	E HOLT BLVD	DRIVER 2	0.25	4099
Friday	N BERLYN AVE	E D ST	E NOCTA ST	DRIVER 2	0.12	4100
Friday	N MUSCATEL AVE	E D ST	E NOCTA ST	DRIVER 2	0.12	4101
Friday	E WILLOW ST	N CAMPUS AVE	N ALLYN AVE	DRIVER 2	0.23	4102

Zone #47

Contract Name: Ontario, CA Estimated Completion Time: 00:11 Minutes (00:14 Minutes Leaf Season)

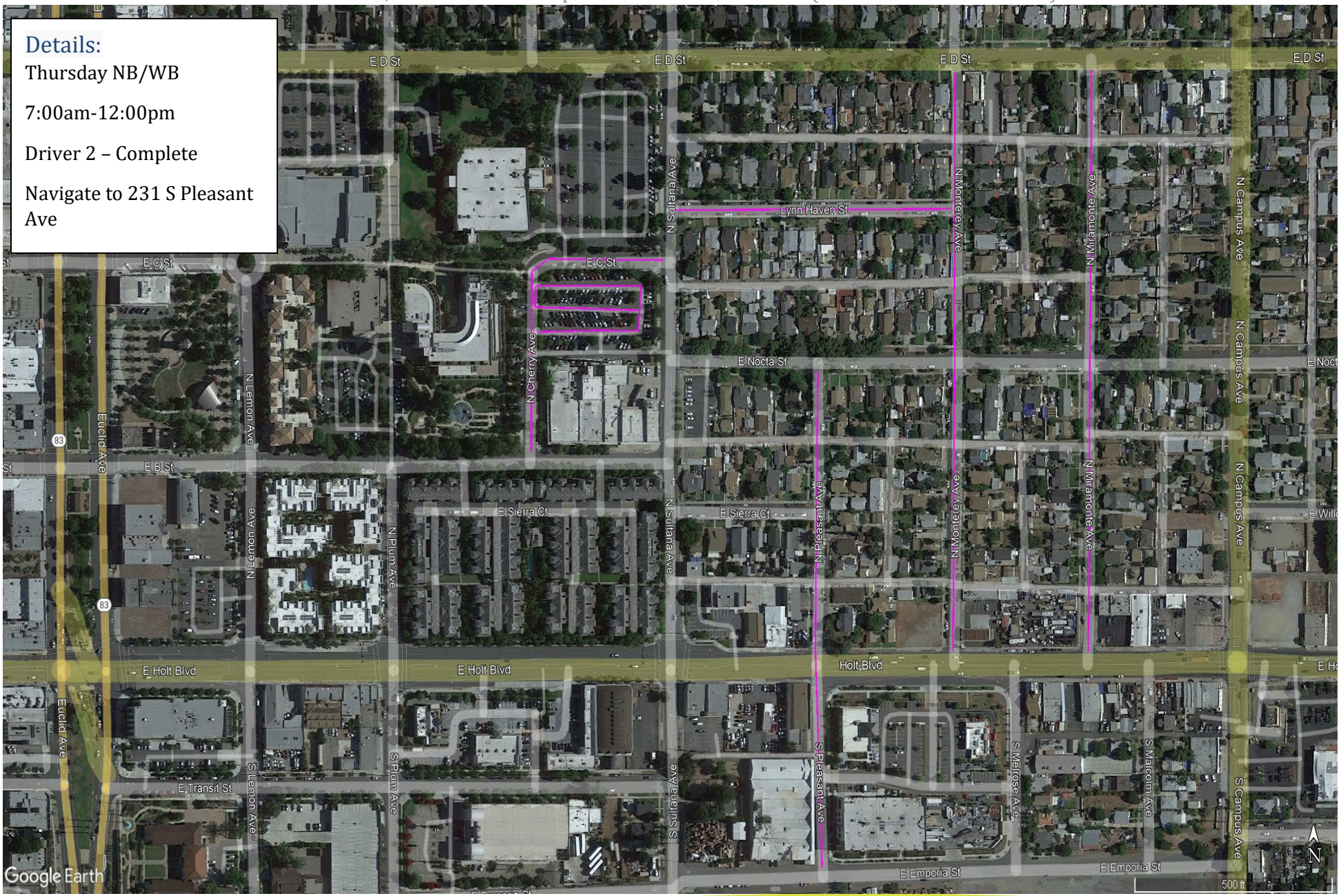
Details:

Thursday NB/WB

7:00am-12:00pm

Driver 2 – Complete

Navigate to 231 S Pleasant Ave



Zone #47

Contract Name: Ontario, CA Estimated Completion Time: 00:11 Minutes (00:14 Minutes Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
THURSDAY	S PLEASANT AVE	E EMPORIA ST	E NOCTA ST	DRIVER 2	0.21	4103
THURSDAY	N MONTEREY AVE	E HOLT BLVD	E D ST	DRIVER 2	0.24	4104
THURSDAY	N MIRAMONTE AVE	E HOLT BLVD	E D ST	DRIVER 2	0.24	4105
THURSDAY	LYNN HAVEN ST	N SULTANA AVE	N MONTEREY AVE	DRIVER 2	0.13	4106
THURSDAY	E C ST	N SULTANA AVE	N CHERRY AVE	DRIVER 2	0.06	4107
THURSDAY	N CHERRY AVE	E B ST	E C ST	DRIVER 2	0.07	4108
THURSDAY	FIRE STATION LOT	E C ST	N CHERRY AVE	DRIVER 2	0.18	4275

Zone #47B

Contract Name: Ontario, CA Estimated Completion Time: 00:11 Minutes (00:14 Minutes Leaf Season)

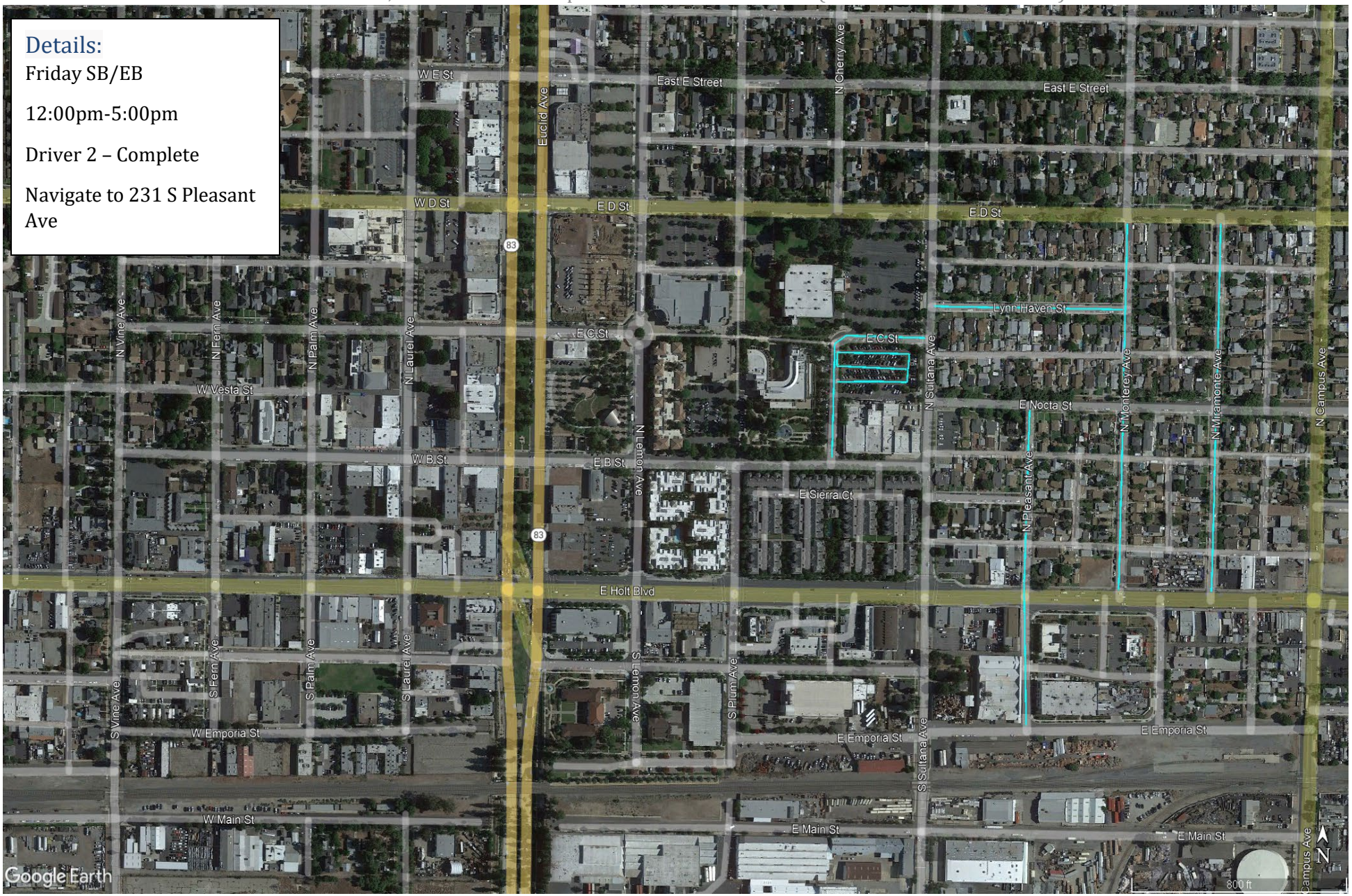
Details:

Friday SB/EB

12:00pm-5:00pm

Driver 2 – Complete

Navigate to 231 S Pleasant Ave



Zone #47B

Contract Name: Ontario, CA Estimated Completion Time: 00:11 Minutes (00:14 Minutes Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
Friday	S PLEASANT AVE	E NOCTA ST	E EMPORIA ST	DRIVER 2	0.21	4103
Friday	N MONTEREY AVE	E D ST	E HOLT BLVD	DRIVER 2	0.24	4104
Friday	N MIRAMONTE AVE	E D ST	E HOLT BLVD	DRIVER 2	0.24	4105
Friday	LYNN HAVEN ST	N MONTEREY AVE	N SULTANA AVE	DRIVER 2	0.13	4106
Friday	E C ST	N CHERRY AVE	N SULTANA AVE	DRIVER 2	0.06	4107
Friday	N CHERRY AVE	E C ST	E B ST	DRIVER 2	0.07	4108
Friday	FIRE STATION LOT	N CHERRY AVE	E C ST	DRIVER 2	0.18	4275

Zone #48

Contract Name: Ontario, CA Estimated Completion Time: 00:59 Minutes (01:14 Hours Leaf Season)

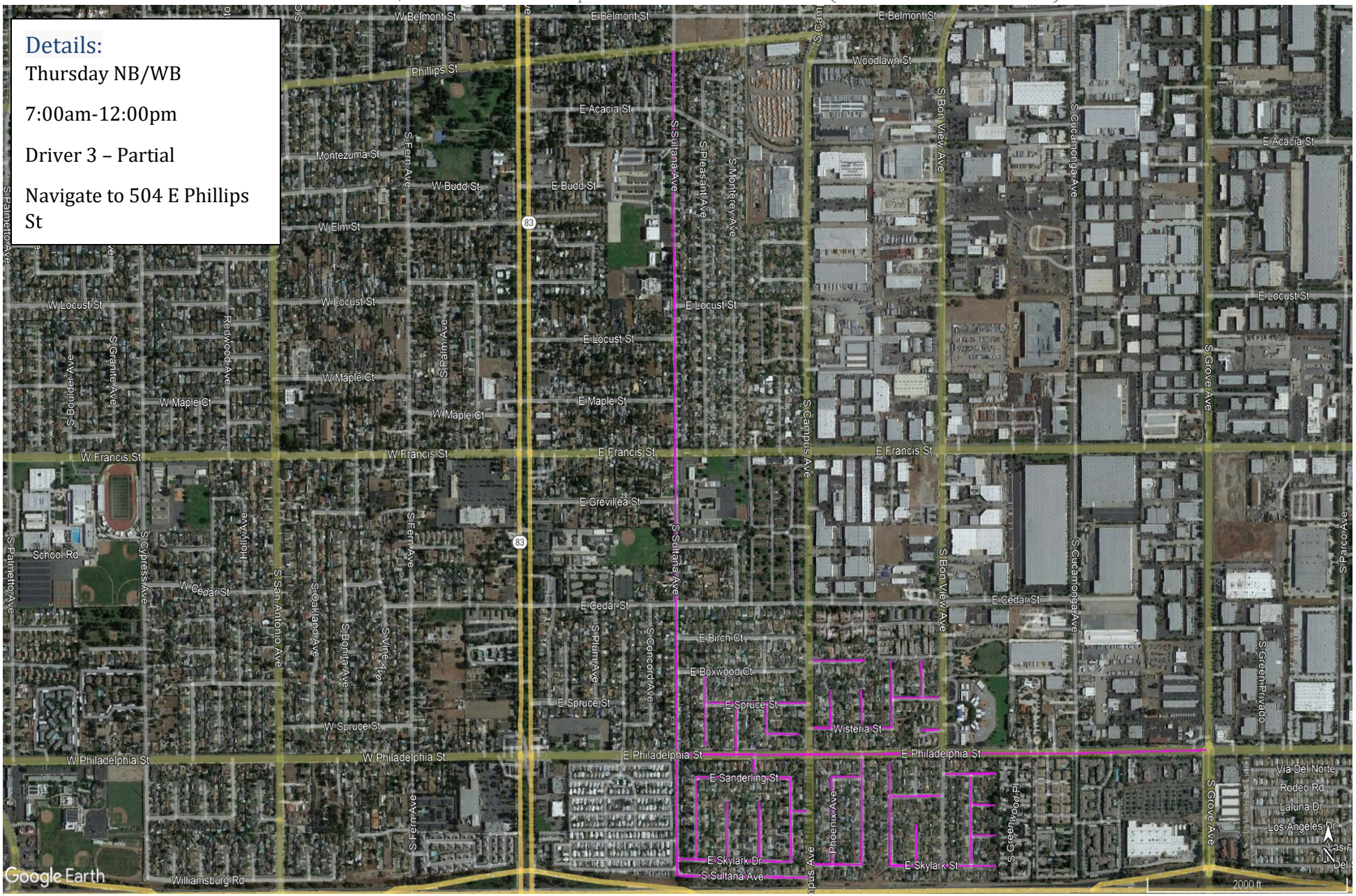
Details:

Thursday NB/WB

7:00am-12:00pm

Driver 3 – Partial

Navigate to 504 E Phillips St



Zone #48

Contract Name: Ontario, CA Estimated Completion Time: 00:59 Minutes (01:14 Hours Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
THURSDAY	S SULTANA AVE	S SULTANA AVE	PHILLIPS ST	DRIVER 3	1.36	4122
THURSDAY	S SULTANA AVE	S CAMPUS AVE	S SULTANA AVE	DRIVER 3	0.25	4145
THURSDAY	E SKYLARK DR	S MALCOM AVE	S SULTANA AVE	DRIVER 3	0.21	4146
THURSDAY	S PLEASANT AVE	E SKYLARK DR	E SANDERLING ST	DRIVER 3	0.13	4147
THURSDAY	E SANDERLING ST	S MALCOM AVE	S PLEASANT AVE	DRIVER 3	0.18	4148
THURSDAY	S MALCOLM AVE	E SKYLARK DR	E SANDERLING ST	DRIVER 3	0.14	4149
THURSDAY	S MONTEREY PL	E SKYLARK DR	CUL-DA-SEC	DRIVER 3	0.09	4150
THURSDAY	MIRAMONTE AVE S	E SKYLARK DR	CUL-DA-SEC	DRIVER 3	0.09	4151
THURSDAY	E MONTICELLO ST	S CAMPUS AVE	S MALCOLM AVE	DRIVER 3	0.03	4152
THURSDAY	MIRAMONTE AVE S	E SANDERLING ST	E PHILADELPHIA ST	DRIVER 3	0.02	4153
THURSDAY	E PHILADELPHIA ST	S GROVE AVE	S SULTANA AVE	DRIVER 3	1.00	4154
THURSDAY	S MONTEREY AVE	E PHILADEPHIA ST	E SPRUCE ST	DRIVER 3	0.07	4155
THURSDAY	E SPRUCE ST	S CAMPUS AVE	S PLEASANT PL	DRIVER 3	0.19	4156
THURSDAY	S WISTERIA CT	E WISTERIA CT	E SPRUCE ST	DRIVER 3	0.05	4157
THURSDAY	E WISTERIA CT	CUL-DA-SEC	S WISTERIA CT	DRIVER 3	0.06	4158
THURSDAY	S PLEASANT PL	CUL-DA-SEC	E BOXWOOD CT	DRIVER 3	0.12	4159
THURSDAY	E SKYLARK DR	S CALDWELL AVE	S CAMPUS AVE	DRIVER 3	0.09	4170
THURSDAY	PHOENIX AVE	E SKYLARK DR	E SANDERLING ST	DRIVER 3	0.14	4171
THURSDAY	E SANDERLING ST	S CALDWELL AVE	PHOENIX AVE	DRIVER 3	0.05	4172
THURSDAY	S CALDWELL AVE	E SKYLARK DR	E PHILADELPHIA ST	DRIVER 3	0.18	4173
THURSDAY	E MONTICELLO ST	S BON VIEW AVE	S TAYLOR PL	DRIVER 3	0.10	4174
THURSDAY	S TAYLOR PL	E SKYLARK ST	CUL-DA-SEC	DRIVER 3	0.17	4175
THURSDAY	E SKYLARK ST	CUL-DA-SEC	S TAYLOR PL	DRIVER 3	0.20	4176
THURSDAY	S HOPE PL	E SKYLARK ST	CUL-DA-SEC	DRIVER 3	0.07	4177
THURSDAY	E SANDERLING ST	CUL-DA-SEC	S BON VIEW AVE	DRIVER 3	0.10	4178
THURSDAY	S GOLDCREST AVE	E SKYLARK ST	E SANDERLING ST	DRIVER 3	0.14	4179
THURSDAY	SHEARWATER ST	CUL-DA-SEC	S GOLDCREST AVE	DRIVER 3	0.04	4180
THURSDAY	E MONTICELLO ST	CUL-DA-SEC	S GOLDCREST AVE	DRIVER 3	0.04	4181
THURSDAY	E WISTERIA CT	S BON VIEW AVE	CUL-DA-SEC	DRIVER 3	0.04	4182
THURSDAY	WISTERIA ST	S TAYLOR PL	S CAMPUS AVE	DRIVER 3	0.15	4183
THURSDAY	S PHOENIX PL	WISTERIA ST	CUL-DA-SEC	DRIVER 3	0.06	4184
THURSDAY	CALDWELL PL	WISTERIA ST	CUL-DA-SEC	DRIVER 3	0.06	4185
THURSDAY	S TAYLOR PL	WISTERIA ST	CUL-DA-SEC	DRIVER 3	0.11	4186
THURSDAY	E SPRUCE ST	S BON VIEW AVE	S TAYLOR PL	DRIVER 3	0.09	4187
THURSDAY	S HOPE PL	E SPRUCE ST	CUL-DA-SEC	DRIVER 3	0.06	4188
THURSDAY	E BOXWOOD CT	CUL-DA-SEC	S CAMPUS AVE	DRIVER 3	0.10	4189

Zone #48B

Contract Name: Ontario, CA Estimated Completion Time: 00:59 Minutes (01:14 Hours Leaf Season)

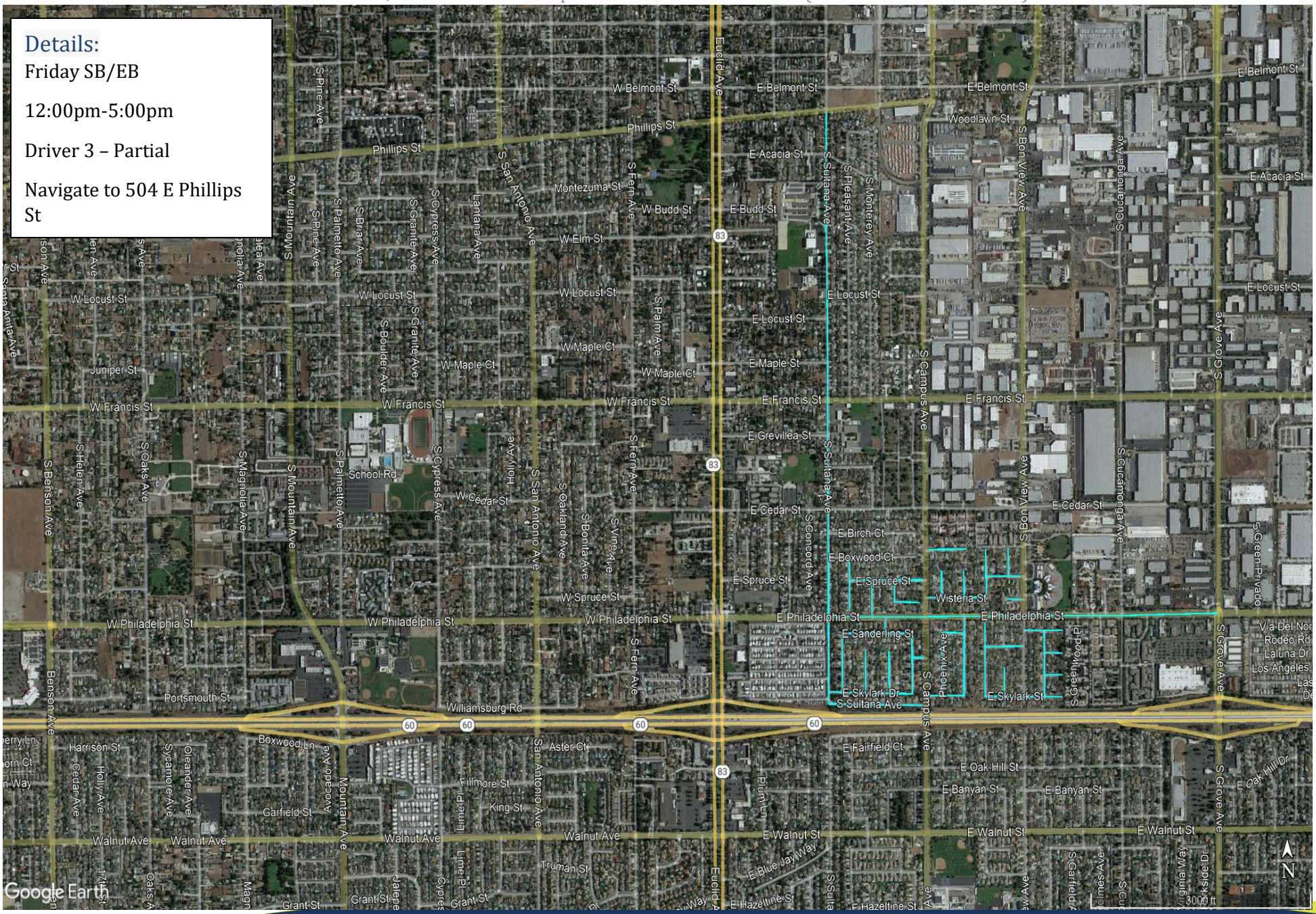
Details:

Friday SB/EB

12:00pm-5:00pm

Driver 3 – Partial

Navigate to 504 E Phillips St



Zone #48B

Contract Name: Ontario, CA Estimated Completion Time: 00:59 Minutes (01:14 Hours Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
Friday	S SULTANA AVE	PHILLIPS ST	S SULTANA AVE	DRIVER 3	1.36	4122
Friday	S SULTANA AVE	S SULTANA AVE	S CAMPUS AVE	DRIVER 3	0.25	4145
Friday	E SKYLARK DR	S SULTANA AVE	S MALCOM AVE	DRIVER 3	0.21	4146
Friday	S PLEASANT AVE	E SANDERLING ST	E SKYLARK DR	DRIVER 3	0.13	4147
Friday	E SANDERLING ST	S PLEASANT AVE	S MALCOM AVE	DRIVER 3	0.18	4148
Friday	S MALCOLM AVE	E SANDERLING ST	E SKYLARK DR	DRIVER 3	0.14	4149
Friday	S MONTEREY PL	CUL-DA-SEC	E SKYLARK DR	DRIVER 3	0.09	4150
Friday	MIRAMONTE AVE S	CUL-DA-SEC	E SKYLARK DR	DRIVER 3	0.09	4151
Friday	E MONTICELLO ST	S MALCOLM AVE	S CAMPUS AVE	DRIVER 3	0.03	4152
Friday	MIRAMONTE AVE S	E PHILADELPHIA ST	E SANDERLING ST	DRIVER 3	0.02	4153
Friday	E PHILADELPHIA ST	S SULTANA AVE	S GROVE AVE	DRIVER 3	1.00	4154
Friday	S MONTEREY AVE	E SPRUCE ST	E PHILADEPHIA ST	DRIVER 3	0.07	4155
Friday	E SPRUCE ST	S PLEASANT PL	S CAMPUS AVE	DRIVER 3	0.19	4156
Friday	S WISTERIA CT	E SPRUCE ST	E WISTERIA CT	DRIVER 3	0.05	4157
Friday	E WISTERIA CT	S WISTERIA CT	CUL-DA-SEC	DRIVER 3	0.06	4158
Friday	S PLEASANT PL	E BOXWOOD CT	CUL-DA-SEC	DRIVER 3	0.12	4159
Friday	E SKYLARK DR	S CAMPUS AVE	S CALDWELL AVE	DRIVER 3	0.09	4170
Friday	PHOENIX AVE	E SANDERLING ST	E SKYLARK DR	DRIVER 3	0.14	4171
Friday	E SANDERLING ST	PHOENIX AVE	S CALDWELL AVE	DRIVER 3	0.05	4172
Friday	S CALDWELL AVE	E PHILADELPHIA ST	E SKYLARK DR	DRIVER 3	0.18	4173
Friday	E MONTICELLO ST	S TAYLOR PL	S BON VIEW AVE	DRIVER 3	0.10	4174
Friday	S TAYLOR PL	CUL-DA-SEC	E SKYLARK ST	DRIVER 3	0.17	4175
Friday	E SKYLARK ST	S TAYLOR PL	CUL-DA-SEC	DRIVER 3	0.20	4176
Friday	S HOPE PL	CUL-DA-SEC	E SKYLARK ST	DRIVER 3	0.07	4177
Friday	E SANDERLING ST	S BON VIEW AVE	CUL-DA-SEC	DRIVER 3	0.10	4178
Friday	S GOLDCREST AVE	E SANDERLING ST	E SKYLARK ST	DRIVER 3	0.14	4179
Friday	SHEARWATER ST	S GOLDCREST AVE	CUL-DA-SEC	DRIVER 3	0.04	4180
Friday	E MONTICELLO ST	S GOLDCREST AVE	CUL-DA-SEC	DRIVER 3	0.04	4181
Friday	E WISTERIA CT	CUL-DA-SEC	S BON VIEW AVE	DRIVER 3	0.04	4182
Friday	WISTERIA ST	S CAMPUS AVE	S TAYLOR PL	DRIVER 3	0.15	4183
Friday	S PHOENIX PL	CUL-DA-SEC	WISTERIA ST	DRIVER 3	0.06	4184
Friday	CALDWELL PL	CUL-DA-SEC	WISTERIA ST	DRIVER 3	0.06	4185
Friday	S TAYLOR PL	CUL-DA-SEC	WISTERIA ST	DRIVER 3	0.11	4186
Friday	E SPRUCE ST	S TAYLOR PL	S BON VIEW AVE	DRIVER 3	0.09	4187
Friday	S HOPE PL	CUL-DA-SEC	E SPRUCE ST	DRIVER 3	0.06	4188
Friday	E BOXWOOD CT	S CAMPUS AVE	CUL-DA-SEC	DRIVER 3	0.10	4189

Zone #49

Contract Name: Ontario, CA Estimated Completion Time: 00:59 Minutes (01:14 Hours Leaf Season)

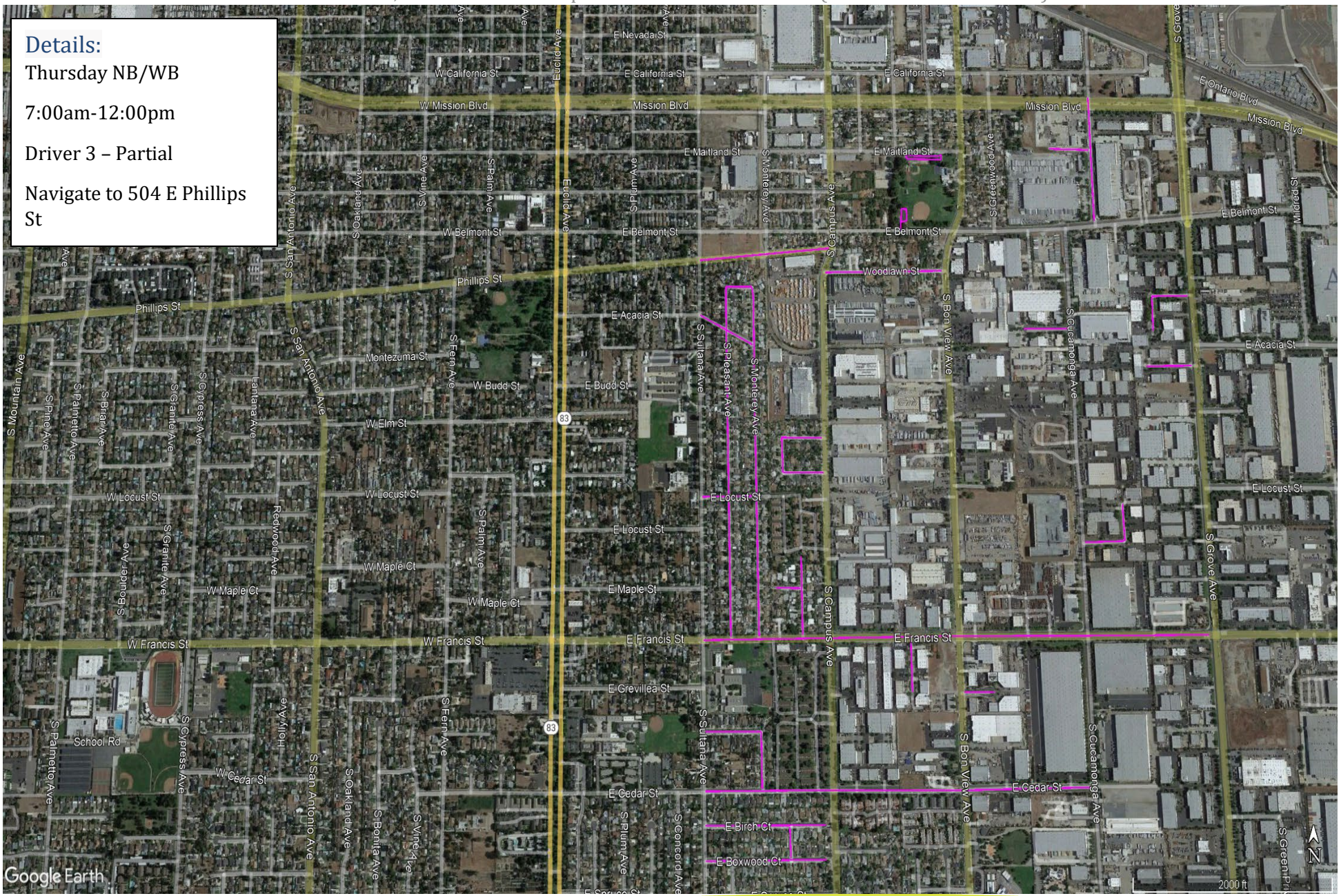
Details:

Thursday NB/WB

7:00am-12:00pm

Driver 3 – Partial

Navigate to 504 E Phillips St



District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
THURSDAY	PHILLIPS ST	S CAMPUS AVE	S SULTANA AVE	DRIVER 3	0.26	4121
THURSDAY	E ACACIA ST	S MONTEREY AVE	S SULTANA AVE	DRIVER 3	0.12	4123
THURSDAY	S PLEASANT AVE	E FRANCIS ST	S MONTEREY AVE	DRIVER 3	0.66	4124
THURSDAY	S MONTEREY AVE	E FRANCIS ST	S PLEASANT AVE	DRIVER 3	0.61	4125
THURSDAY	WOODLAWN ST	S BON VIEW AVE	S CAMPUS AVE	DRIVER 3	0.24	4128
THURSDAY	S CUCAMONGA AVE	E BELMONT ST	MISSION BLVD	DRIVER 3	0.23	4134
THURSDAY	E MAITLAND ST	S CUCAMONGA AVE	DEAD END	DRIVER 3	0.08	4135
THURSDAY	E ACACIA ST	S CUCAMONGA AVE	CUL-DA-SEC	DRIVER 3	0.09	4137
THURSDAY	WOODLAWN ST	S GROVE AVE	PARKSIDE PL	DRIVER 3	0.07	4139
THURSDAY	PARKSIDE PL	CUL-DA-SEC	WOODLAWN ST	DRIVER 3	0.06	4140
THURSDAY	ACACIA CT	S GROVE AVE	DEAD END	DRIVER 3	0.09	4141
THURSDAY	BON VIEW PARK LOT A	N OFF OF E BELMONT ST	N/A	DRIVER 3	0.10	4142
THURSDAY	BON VIEW PARK LOT B	S OFF OF E MAITLAND ST	N/A	DRIVER 3	0.16	4143
THURSDAY	E LOCUST ST	S MONTEREY AVE	S SULTANA AVE	DRIVER 3	0.10	4144
THURSDAY	E BOXWOOD CT	CUL-DA-SEC	S SULTANA AVE	DRIVER 3	0.23	4160
THURSDAY	MIRAMONTE AVE S	E BOXWOOD CT	E BIRCH CT	DRIVER 3	0.05	4161
THURSDAY	E BIRCH CT	CUL-DA-SEC	S SULTANA AVE	DRIVER 3	0.23	4162
THURSDAY	E CEDAR ST	S CUCAMONGA AVE	S SULTANA AVE	DRIVER 3	0.74	4163
THURSDAY	S MONTEREY AVE	E CEDAR ST	E MANZANITA ST	DRIVER 3	0.09	4164
THURSDAY	E MANZANITA ST	S MONTEREY AVE	S SULTANA AVE	DRIVER 3	0.11	4165
THURSDAY	MIRAMONTE AVE S	E FRANCIS ST	CUL-DA-SEC	DRIVER 3	0.13	4166
THURSDAY	E MAPLE ST	MIRAMONTE AVE S	CUL-DA-SEC	DRIVER 3	0.05	4167
THURSDAY	E DE ANZA ST	S CAMPUS AVE	E ELM ST	DRIVER 3	0.08	4168
THURSDAY	E ELM ST	E DE ANZA ST	S CAMPUS AVE	DRIVER 3	0.14	4169
THURSDAY	S TAYLOR PL	CUL-DA-SEC	E FRANCIS ST	DRIVER 3	0.08	4190
THURSDAY	E FRANCIS ST	S GROVE AVE	S SULTANA AVE	DRIVER 3	0.99	4191
THURSDAY	E GREVILLEA CT	CUL-DA-SEC	S BON VIEW AVE	DRIVER 3	0.06	4192
THURSDAY	E LOCUST ST	S MARIGOLD PL	S CUCAMONGA AVE	DRIVER 3	0.08	4193
THURSDAY	S MARIGOLD PL	E LOCUST ST	CUL-DA-SEC	DRIVER 3	0.06	4194

Zone #49B

Contract Name: Ontario, CA Estimated Completion Time: 00:59 Minutes (01:14 Hours Leaf Season)

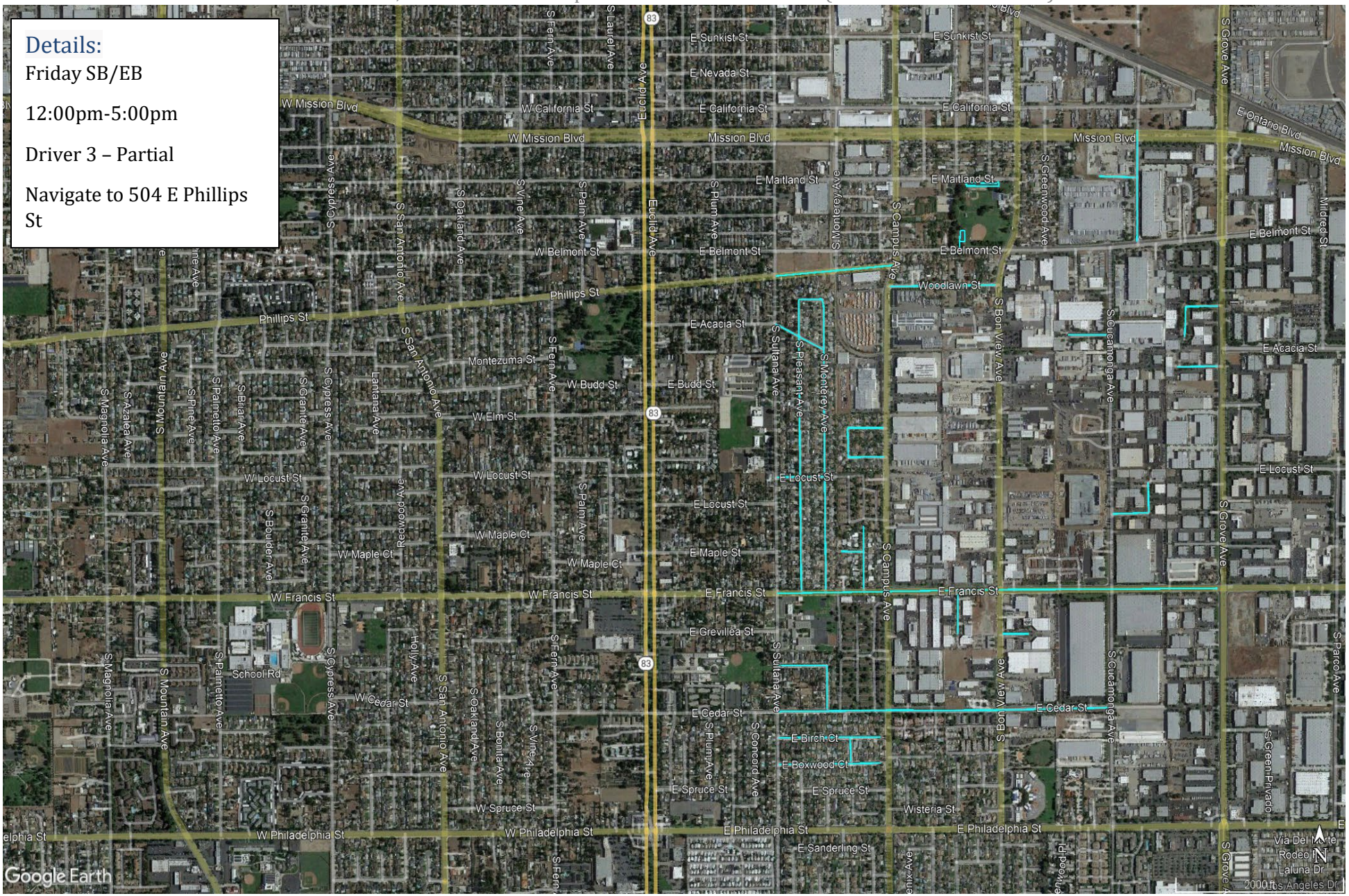
Details:

Friday SB/EB

12:00pm-5:00pm

Driver 3 – Partial

Navigate to 504 E Phillips St



District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
Friday	PHILLIPS ST	S SULTANA AVE	S CAMPUS AVE	DRIVER 3	0.26	4121
Friday	E ACACIA ST	S SULTANA AVE	S MONTEREY AVE	DRIVER 3	0.12	4123
Friday	S PLEASANT AVE	S MONTEREY AVE	E FRANCIS ST	DRIVER 3	0.66	4124
Friday	S MONTEREY AVE	S PLEASANT AVE	E FRANCIS ST	DRIVER 3	0.61	4125
Friday	WOODLAWN ST	S CAMPUS AVE	S BON VIEW AVE	DRIVER 3	0.24	4128
Friday	S CUCAMONGA AVE	MISSION BLVD	E BELMONT ST	DRIVER 3	0.23	4134
Friday	E MAITLAND ST	DEAD END	S CUCAMONGA AVE	DRIVER 3	0.08	4135
Friday	E ACACIA ST	CUL-DA-SEC	S CUCAMONGA AVE	DRIVER 3	0.09	4137
Friday	WOODLAWN ST	PARKSIDE PL	S GROVE AVE	DRIVER 3	0.07	4139
Friday	PARKSIDE PL	WOODLAWN ST	CUL-DA-SEC	DRIVER 3	0.06	4140
Friday	ACACIA CT	DEAD END	S GROVE AVE	DRIVER 3	0.09	4141
Friday	BON VIEW PARK LOT A	N/A	N OFF OF E BELMONT ST	DRIVER 3	0.10	4142
Friday	BON VIEW PARK LOT B	N/A	S OFF OF E MAITLAND ST	DRIVER 3	0.16	4143
Friday	E LOCUST ST	S SULTANA AVE	S MONTEREY AVE	DRIVER 3	0.10	4144
Friday	E BOXWOOD CT	S SULTANA AVE	CUL-DA-SEC	DRIVER 3	0.23	4160
Friday	MIRAMONTE AVE S	E BIRCH CT	E BOXWOOD CT	DRIVER 3	0.05	4161
Friday	E BIRCH CT	S SULTANA AVE	CUL-DA-SEC	DRIVER 3	0.23	4162
Friday	E CEDAR ST	S SULTANA AVE	S CUCAMONGA AVE	DRIVER 3	0.74	4163
Friday	S MONTEREY AVE	E MANZANITA ST	E CEDAR ST	DRIVER 3	0.09	4164
Friday	E MANZANITA ST	S SULTANA AVE	S MONTEREY AVE	DRIVER 3	0.11	4165
Friday	MIRAMONTE AVE S	CUL-DA-SEC	E FRANCIS ST	DRIVER 3	0.13	4166
Friday	E MAPLE ST	CUL-DA-SEC	MIRAMONTE AVE S	DRIVER 3	0.05	4167
Friday	E DE ANZA ST	E ELM ST	S CAMPUS AVE	DRIVER 3	0.08	4168
Friday	E ELM ST	S CAMPUS AVE	E DE ANZA ST	DRIVER 3	0.14	4169
Friday	S TAYLOR PL	E FRANCIS ST	CUL-DA-SEC	DRIVER 3	0.08	4190
Friday	E FRANCIS ST	S SULTANA AVE	S GROVE AVE	DRIVER 3	0.99	4191
Friday	E GREVILLEA CT	S BON VIEW AVE	CUL-DA-SEC	DRIVER 3	0.06	4192
Friday	E LOCUST ST	S CUCAMONGA AVE	S MARIGOLD PL	DRIVER 3	0.08	4193
Friday	S MARIGOLD PL	CUL-DA-SEC	E LOCUST ST	DRIVER 3	0.06	4194

Zone #50

Contract Name: Ontario, CA Estimated Completion Time: 00:59 Minutes (01:14 Hours Leaf Season)

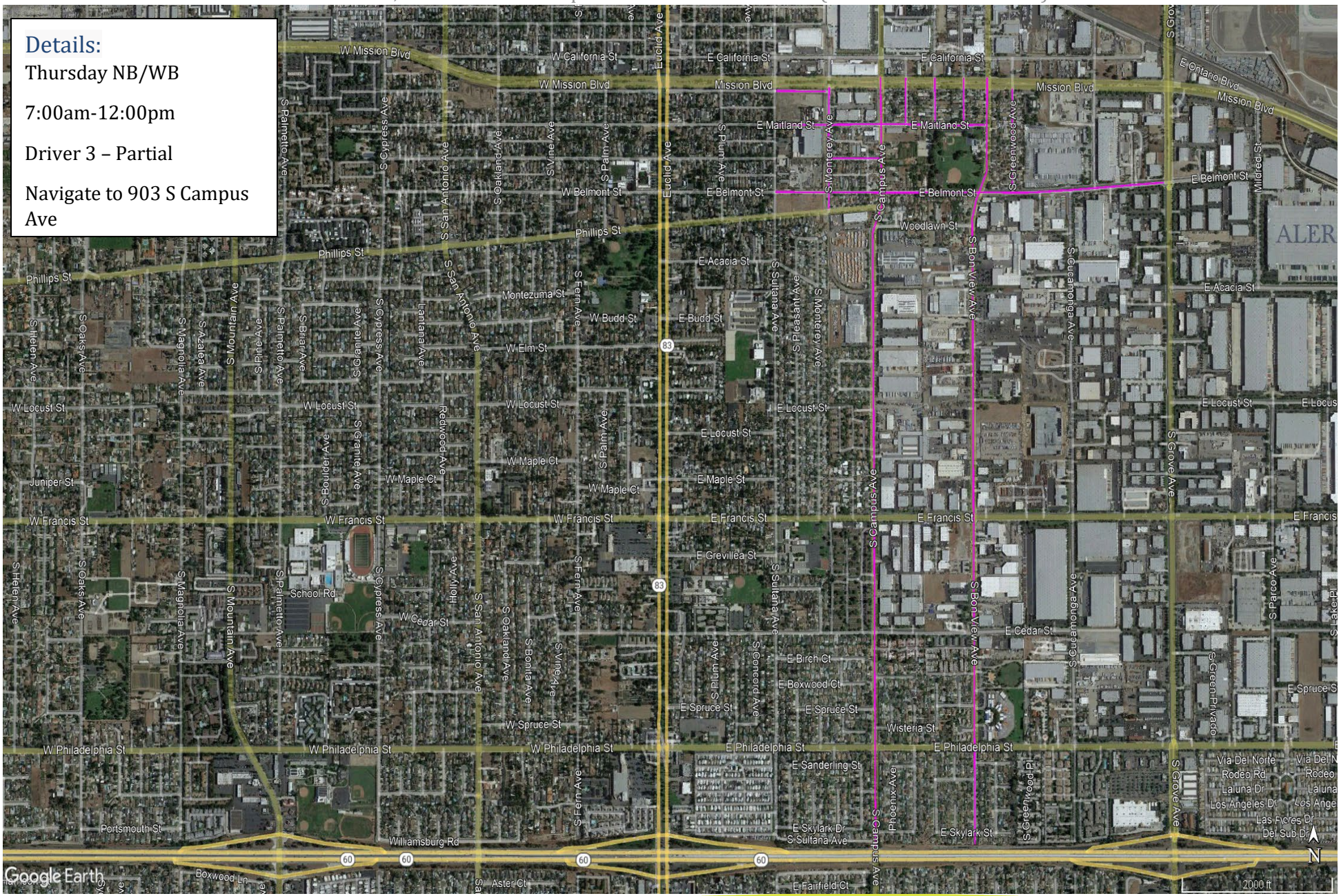
Details:

Thursday NB/WB

7:00am-12:00pm

Driver 3 – Partial

Navigate to 903 S Campus Ave



Zone #50

Contract Name: Ontario, CA Estimated Completion Time: 00:59 Minutes (01:14 Hours Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
THURSDAY	E CARLTON ST	S MONTEREY AVE	S SULTANA AVE	DRIVER 3	0.13	4117
THURSDAY	S MONTEREY AVE	PHILLIPS ST	MISSION BLVD	DRIVER 3	0.27	4118
THURSDAY	E MAITLAND ST	S BON VIEW AVE	S SULTANA AVE	DRIVER 3	0.53	4119
THURSDAY	E BELMONT ST	S GROVE AVE	S SULTANA AVE	DRIVER 3	0.99	4120
THURSDAY	S CAMPUS AVE	S SULTANA AVE	MISSION BLVD	DRIVER 3	1.69	4126
THURSDAY	E RALSTON ST	S CAMPUS AVE	S MONTEREY AVE	DRIVER 3	0.13	4127
THURSDAY	S BON VIEW AVE	CUL-DA-SEC	MISSION BLVD	DRIVER 3	1.68	4129
THURSDAY	S CALDWELL AVE	E MAITLAND ST	MISSION BLVD	DRIVER 3	0.10	4130
THURSDAY	S TAYLOR AVE	E MAITLAND ST	MISSION BLVD	DRIVER 3	0.10	4131
THURSDAY	S HOPE AVE	E MAITLAND ST	MISSION BLVD	DRIVER 3	0.10	4132
THURSDAY	S GREENWOOD AVE	E BELMONT ST	MISSION BLVD	DRIVER 3	0.22	4133

Zone #50B

Contract Name: Ontario, CA Estimated Completion Time: 00:59 Minutes (01:14 Hours Leaf Season)

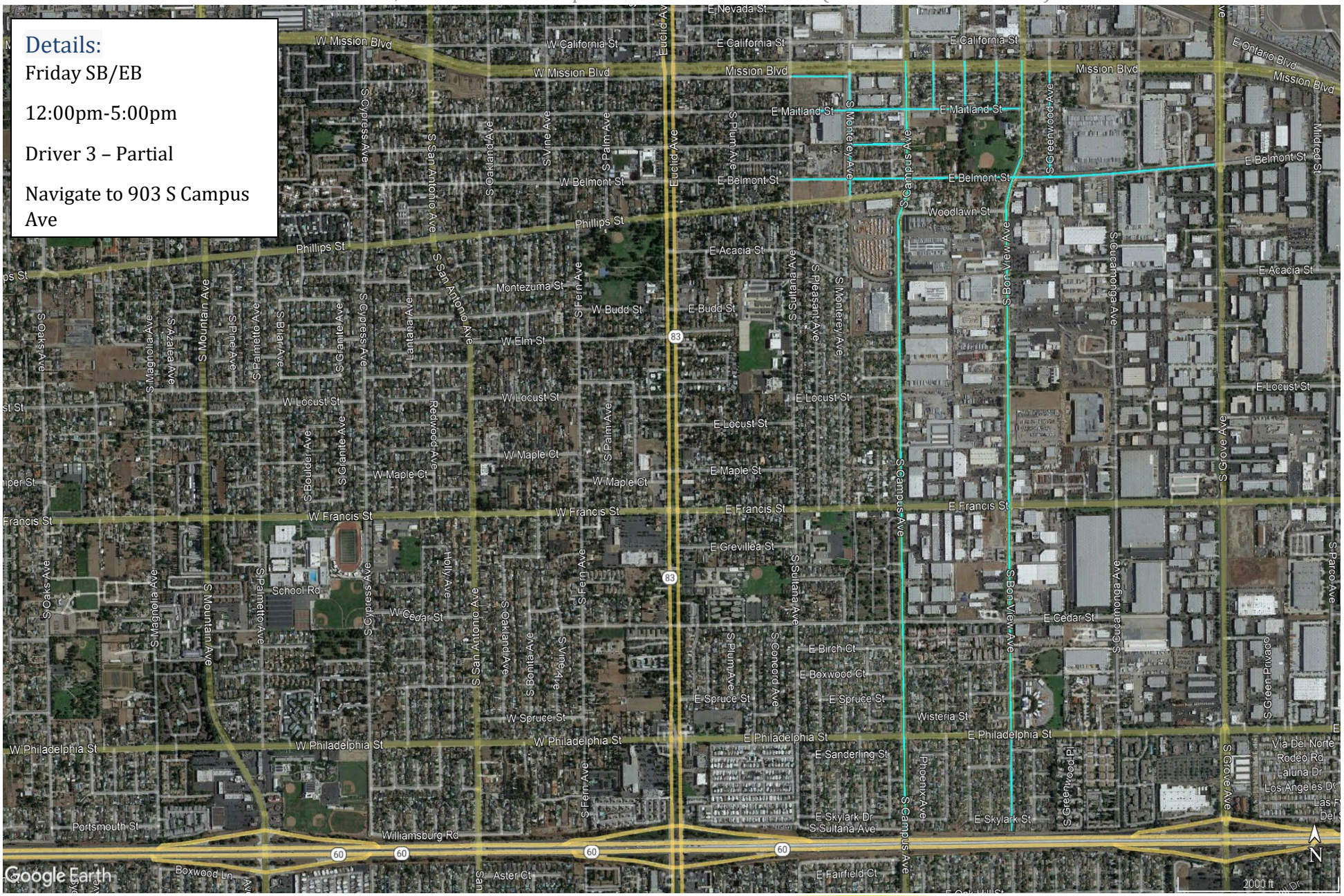
Details:

Friday SB/EB

12:00pm-5:00pm

Driver 3 – Partial

Navigate to 903 S Campus Ave



Zone #50B

Contract Name: Ontario, CA Estimated Completion Time: 00:59 Minutes (01:14 Hours Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
Friday	E CARLTON ST	S SULTANA AVE	S MONTEREY AVE	DRIVER 3	0.13	4117
Friday	S MONTEREY AVE	MISSION BLVD	PHILLIPS ST	DRIVER 3	0.27	4118
Friday	E MAITLAND ST	S SULTANA AVE	S BON VIEW AVE	DRIVER 3	0.53	4119
Friday	E BELMONT ST	S SULTANA AVE	S GROVE AVE	DRIVER 3	0.99	4120
Friday	S CAMPUS AVE	MISSION BLVD	S SULTANA AVE	DRIVER 3	1.69	4126
Friday	E RALSTON ST	S MONTEREY AVE	S CAMPUS AVE	DRIVER 3	0.13	4127
Friday	S BON VIEW AVE	MISSION BLVD	CUL-DA-SEC	DRIVER 3	1.68	4129
Friday	S CALDWELL AVE	MISSION BLVD	E MAITLAND ST	DRIVER 3	0.10	4130
Friday	S TAYLOR AVE	MISSION BLVD	E MAITLAND ST	DRIVER 3	0.10	4131
Friday	S HOPE AVE	MISSION BLVD	E MAITLAND ST	DRIVER 3	0.10	4132
Friday	S GREENWOOD AVE	MISSION BLVD	E BELMONT ST	DRIVER 3	0.22	4133

Zone #51

Contract Name: Ontario, CA Estimated Completion Time: 00:34 Minutes (00:42 Minutes Leaf Season)

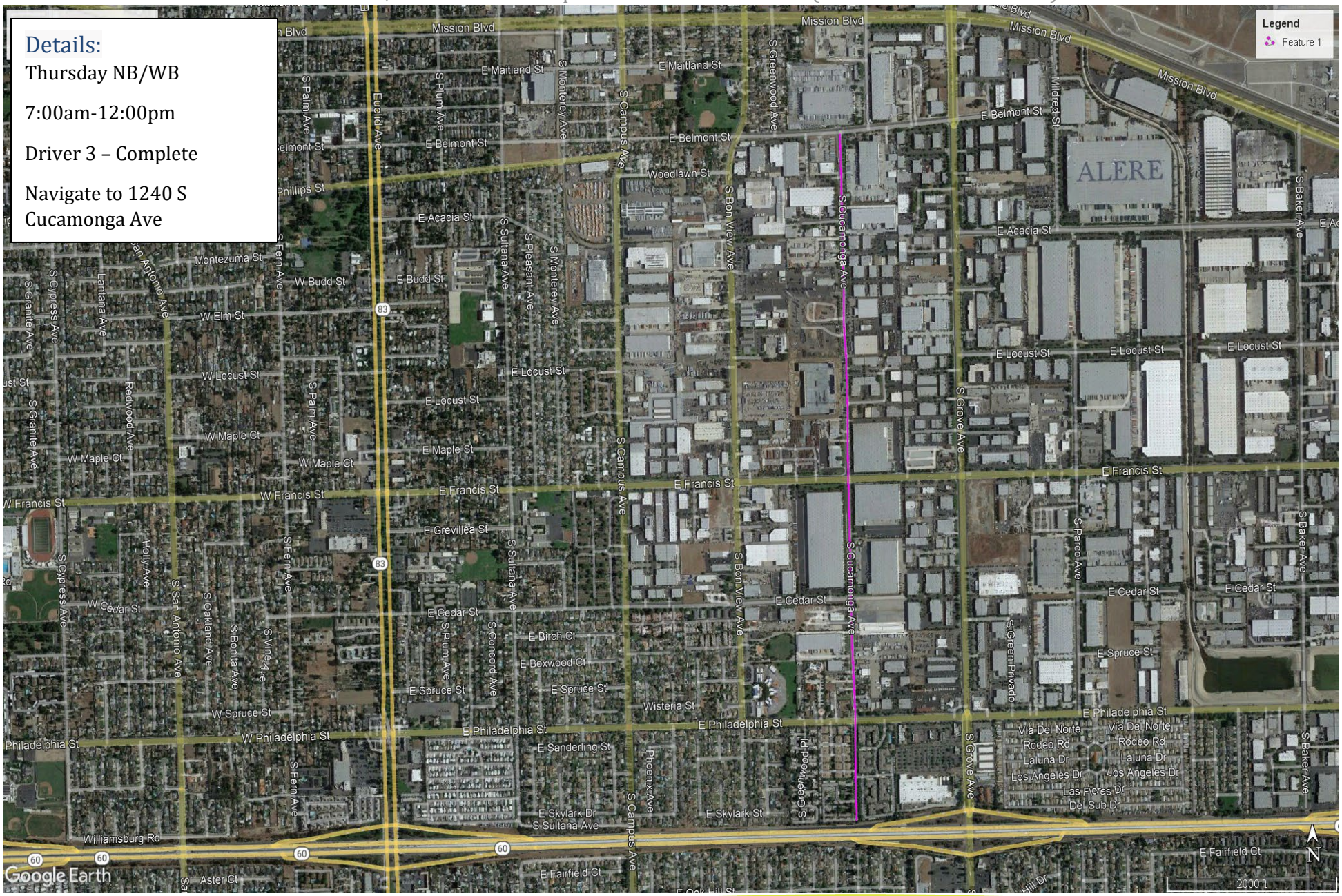
Details:

Thursday NB/WB

7:00am-12:00pm

Driver 3 – Complete

Navigate to 1240 S Cucamonga Ave



Zone #51

Contract Name: Ontario, CA Estimated Completion Time: 00:34 Minutes (00:42 Minutes Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number	
THURSDAY	S CUCAMONGA AVE	CUL-DA-SEC	E BELMONT ST	DRIVER 3	1.42	4136	51

Zone #51B

Contract Name: Ontario, CA Estimated Completion Time: 00:34 Minutes (00:42 Minutes Leaf Season)

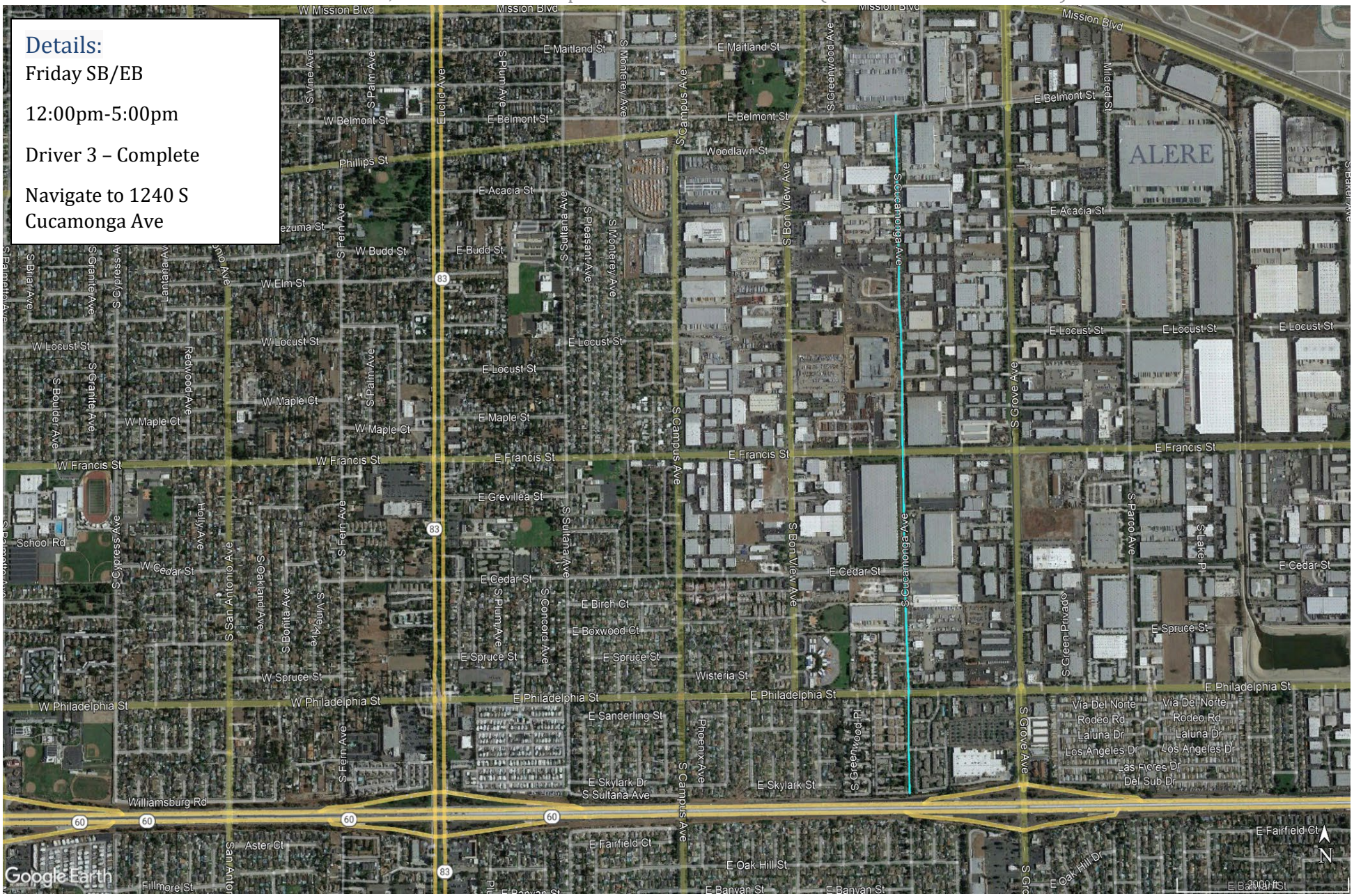
Details:

Friday SB/EB

12:00pm-5:00pm

Driver 3 – Complete

Navigate to 1240 S Cucamonga Ave



Zone #51B

Contract Name: Ontario, CA Estimated Completion Time: 00:34 Minutes (00:42 Minutes Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
Friday	S CUCAMONGA AVE	E BELMONT ST	CUL-DA-SEC	DRIVER 3	1.42	4136

Zone #52

Contract Name: Ontario, CA Estimated Completion Time: 00:57 Minutes (01:12 Hours Minutes Leaf Season)

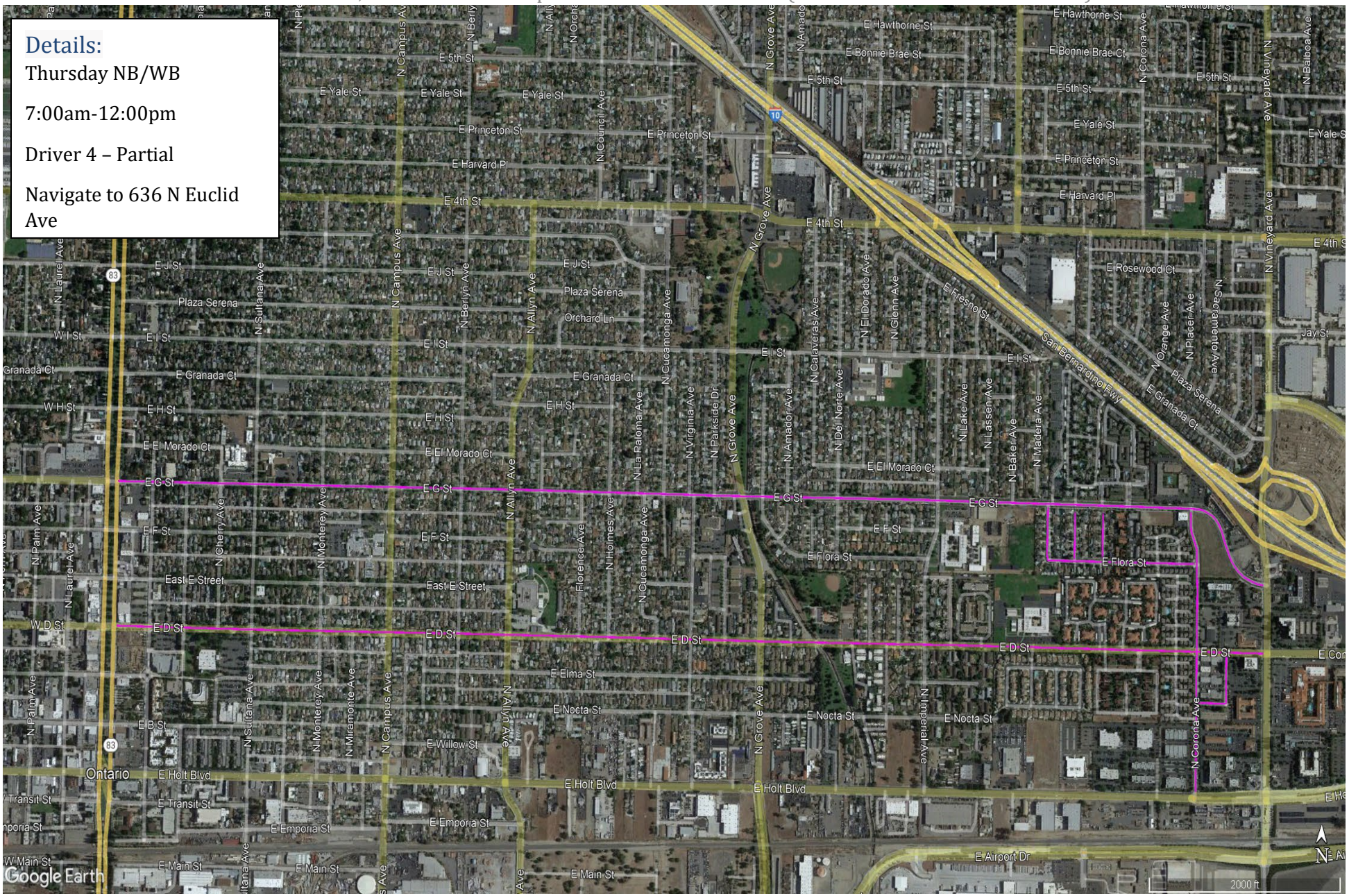
Details:

Thursday NB/WB

7:00am-12:00pm

Driver 4 – Partial

Navigate to 636 N Euclid Ave



Zone #52

Contract Name: Ontario, CA Estimated Completion Time: 00:57 Minutes (01:12 Hours Minutes Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
THURSDAY	E G ST	N VINEYARD AVE	N CUCAMONGA AVE	DRIVER 4	2.34	4195
THURSDAY	E D ST	N VINEYARD AVE	EUCLID AVE	DRIVER 4	2.27	4196
THURSDAY	N MADERA AVE	E FLORA ST	E G ST	DRIVER 4	0.09	4262
THURSDAY	E FLORA ST	N CORONA AVE	N MADERA AVE	DRIVER 4	0.29	4263
THURSDAY	MARIN AVE	MARIN AVE	E FLORA ST	DRIVER 4	0.08	4264
THURSDAY	N MARIPOSA AVE	E FLORA ST	CUL-DA-SEC	DRIVER 4	0.08	4265
THURSDAY	N CORONA AVE	E HOLT BLVD	E G ST	DRIVER 4	0.48	4266
THURSDAY	E ELMA CT	N SACRAMENTO AVE	N CORONA AVE	DRIVER 4	0.06	4267
THURSDAY	N SACRAMENTO AVE	E ELMA CT	E D ST	DRIVER 4	0.08	4268

Zone #52B

Contract Name: Ontario, CA Estimated Completion Time: 00:57 Minutes (01:12 Hours Minutes Leaf Season)

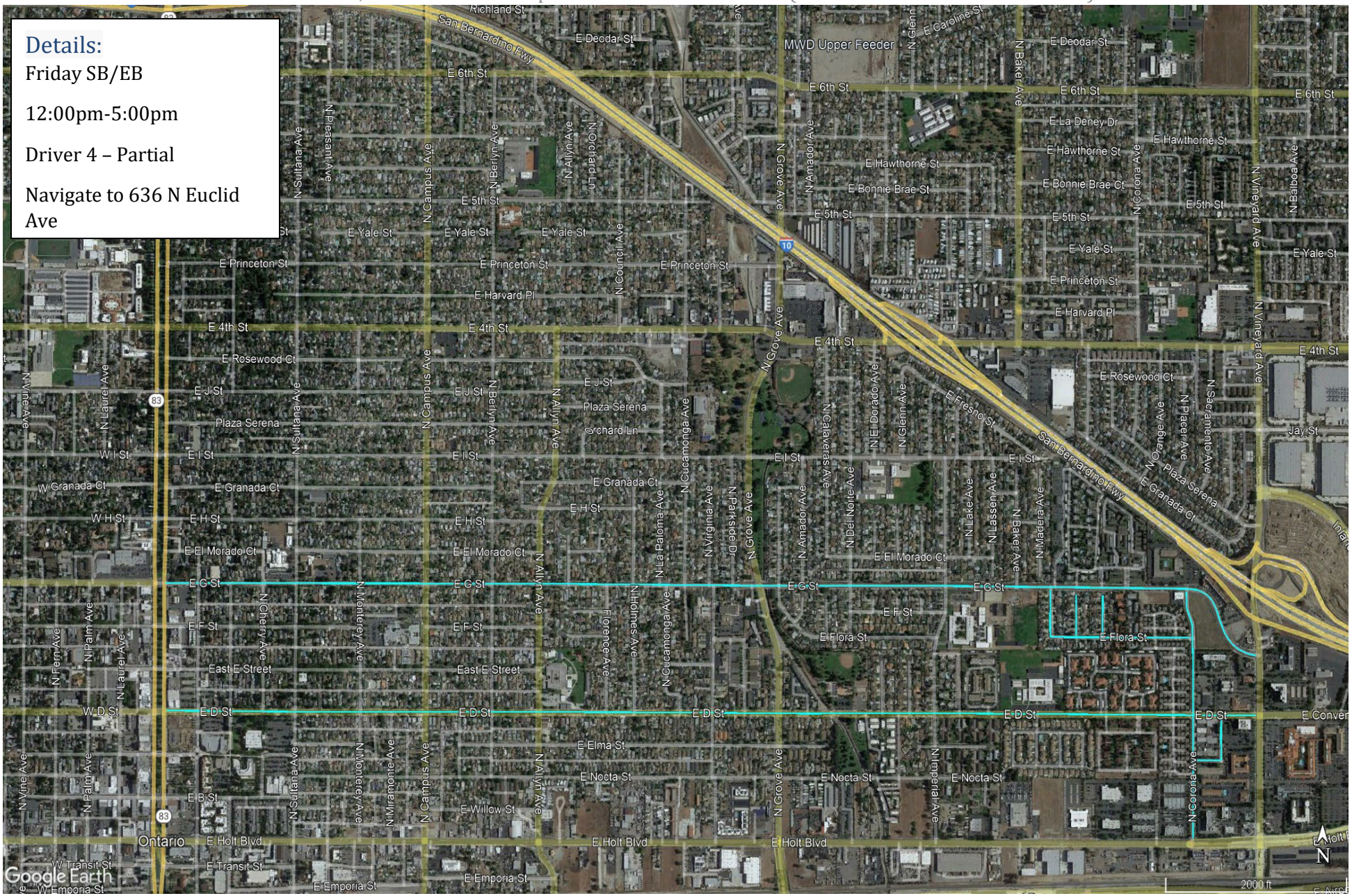
Details:

Friday SB/EB

12:00pm-5:00pm

Driver 4 – Partial

Navigate to 636 N Euclid Ave



Zone #52B

Contract Name: Ontario, CA Estimated Completion Time: 00:57 Minutes (01:12 Hours Minutes Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
Friday	E G ST	N CUCAMONGA AVE	N VINEYARD AVE	DRIVER 4	2.34	4195
Friday	E D ST	EUCLID AVE	N VINEYARD AVE	DRIVER 4	2.27	4196
Friday	N MADERA AVE	E G ST	E FLORA ST	DRIVER 4	0.09	4262
Friday	E FLORA ST	N MADERA AVE	N CORONA AVE	DRIVER 4	0.29	4263
Friday	MARIN AVE	E FLORA ST	MARIN AVE	DRIVER 4	0.08	4264
Friday	N MARIPOSA AVE	CUL-DA-SEC	E FLORA ST	DRIVER 4	0.08	4265
Friday	N CORONA AVE	E G ST	E HOLT BLVD	DRIVER 4	0.48	4266
Friday	E ELMA CT	N CORONA AVE	N SACRAMENTO AVE	DRIVER 4	0.06	4267
Friday	N SACRAMENTO AVE	E D ST	E ELMA CT	DRIVER 4	0.08	4268

Zone #53

Contract Name: Ontario, CA Estimated Completion Time: 00:59 Minutes (01:14 Hours Minutes Leaf Season)

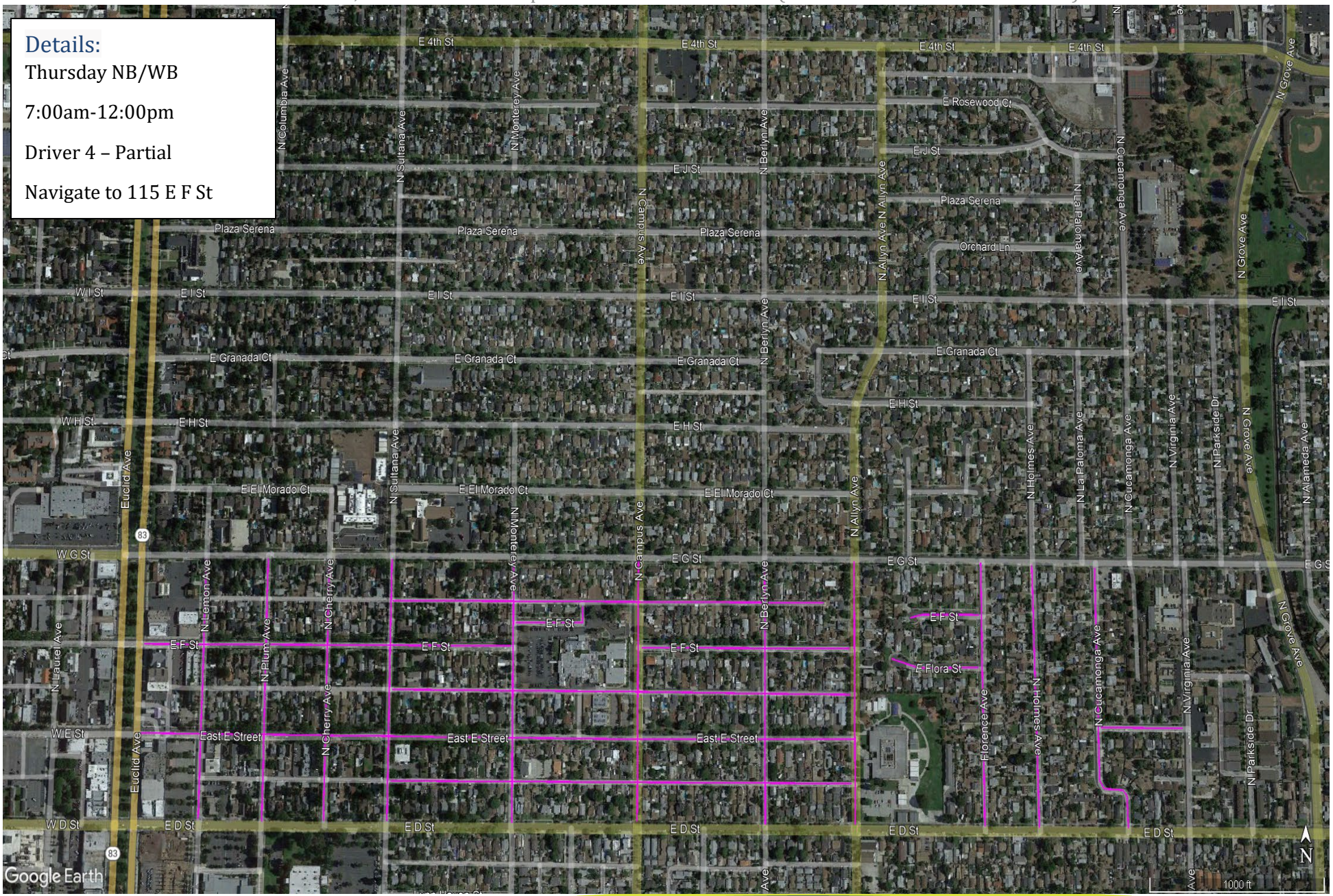
Details:

Thursday NB/WB

7:00am-12:00pm

Driver 4 – Partial

Navigate to 115 E F St



District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
THURSDAY	N LEMON AVE	E D ST	E G ST	DRIVER 4	0.24	4197
THURSDAY	N PLUM AVE	E D ST	E G ST	DRIVER 4	0.24	4198
THURSDAY	N CHERRY AVE	E D ST	E G ST	DRIVER 4	0.24	4199
THURSDAY	N SULTANA AVE	E D ST	E G ST	DRIVER 4	0.24	4200
THURSDAY	N MONTEREY AVE	E D ST	E G ST	DRIVER 4	0.25	4201
THURSDAY	N CAMPUS AVE	E D ST	E G ST	DRIVER 4	0.24	4202
THURSDAY	N BERLYN AVE	E D ST	E G ST	DRIVER 4	0.24	4203
THURSDAY	N ALLYN AVE	E D ST	E G ST	DRIVER 4	0.24	4204
THURSDAY	FLORENCE AVE	E D ST	E G ST	DRIVER 4	0.24	4205
THURSDAY	N HOLMES AVE	E D ST	E G ST	DRIVER 4	0.24	4206
THURSDAY	N CUCAMONGA AVE	E D ST	E G ST	DRIVER 4	0.26	4207
THURSDAY	E F ST	N MONTEREY AVE	EUCLID AVE	DRIVER 4	0.40	4224
THURSDAY	EAST E STREET	N ALLYN AVE	EUCLID AVE	DRIVER 4	0.78	4225
THURSDAY	E F ST	N ALLYN AVE	N CAMPUS AVE	DRIVER 4	0.23	4226
THURSDAY	E F ST	ALLEYWAY 33	N MONTEREY AVE	DRIVER 4	0.09	4227
THURSDAY	ALLEYWAY 33	DEAD END	N SULTANA AVE	DRIVER 4	0.47	4228
THURSDAY	ALLEYWAY 34	N ALLYN AVE	N SULTANA AVE	DRIVER 4	0.50	4229
THURSDAY	ALLEYWAY 35	N ALLYN AVE	N SULTANA AVE	DRIVER 4	0.50	4230
THURSDAY	E F ST	FLORENCE AVE	CUL-DA-SEC	DRIVER 4	0.08	4231
THURSDAY	E FLORA ST	FLORENCE AVE	CUL-DA-SEC	DRIVER 4	0.10	4232
THURSDAY	EAST E STREET	N VIRGINIA AVE	N CUCAMONGA AVE	DRIVER 4	0.09	4233

Zone #53B

Contract Name: Ontario, CA Estimated Completion Time: 00:59 Minutes (01:14 Hours Minutes Leaf Season)

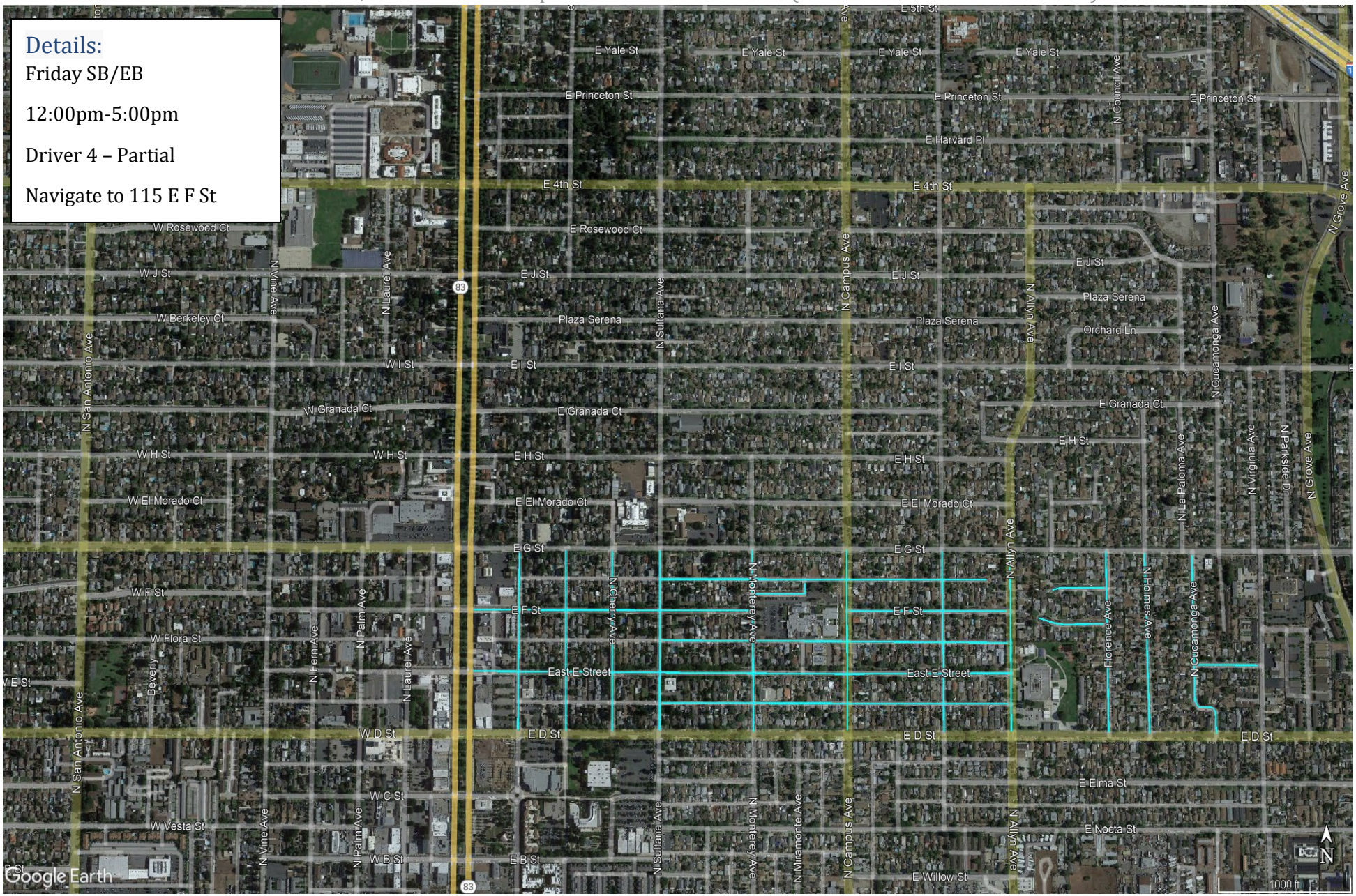
Details:

Friday SB/EB

12:00pm-5:00pm

Driver 4 – Partial

Navigate to 115 E F St



District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
Friday	N LEMON AVE	E G ST	E D ST	DRIVER 4	0.24	4197
Friday	N PLUM AVE	E G ST	E D ST	DRIVER 4	0.24	4198
Friday	N CHERRY AVE	E G ST	E D ST	DRIVER 4	0.24	4199
Friday	N SULTANA AVE	E G ST	E D ST	DRIVER 4	0.24	4200
Friday	N MONTEREY AVE	E G ST	E D ST	DRIVER 4	0.25	4201
Friday	N CAMPUS AVE	E G ST	E D ST	DRIVER 4	0.24	4202
Friday	N BERLYN AVE	E G ST	E D ST	DRIVER 4	0.24	4203
Friday	N ALLYN AVE	E G ST	E D ST	DRIVER 4	0.24	4204
Friday	FLORENCE AVE	E G ST	E D ST	DRIVER 4	0.24	4205
Friday	N HOLMES AVE	E G ST	E D ST	DRIVER 4	0.24	4206
Friday	N CUCAMONGA AVE	E G ST	E D ST	DRIVER 4	0.26	4207
Friday	E F ST	EUCLID AVE	N MONTEREY AVE	DRIVER 4	0.40	4224
Friday	EAST E STREET	EUCLID AVE	N ALLYN AVE	DRIVER 4	0.78	4225
Friday	E F ST	N CAMPUS AVE	N ALLYN AVE	DRIVER 4	0.23	4226
Friday	E F ST	N MONTEREY AVE	ALLEYWAY 33	DRIVER 4	0.09	4227
Friday	ALLEYWAY 33	N SULTANA AVE	DEAD END	DRIVER 4	0.47	4228
Friday	ALLEYWAY 34	N SULTANA AVE	N ALLYN AVE	DRIVER 4	0.50	4229
Friday	ALLEYWAY 35	N SULTANA AVE	N ALLYN AVE	DRIVER 4	0.50	4230
Friday	E F ST	CUL-DA-SEC	FLORENCE AVE	DRIVER 4	0.08	4231
Friday	E FLORA ST	CUL-DA-SEC	FLORENCE AVE	DRIVER 4	0.10	4232
Friday	EAST E STREET	N CUCAMONGA AVE	N VIRGINIA AVE	DRIVER 4	0.09	4233

Zone #54

Contract Name: Ontario, CA Estimated Completion Time: 00:58 Minutes (01:13 Hours Minutes Leaf Season)

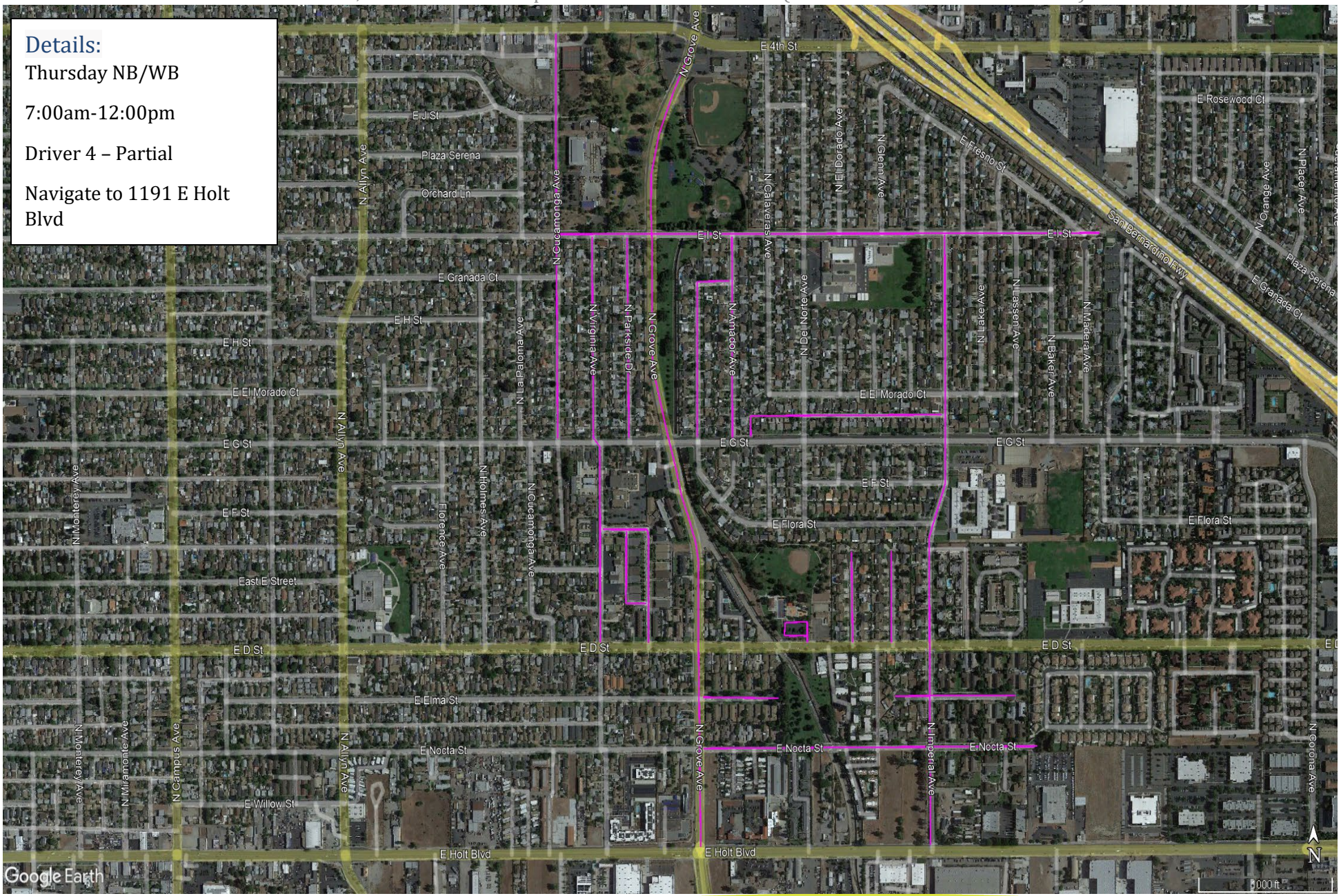
Details:

Thursday NB/WB

7:00am-12:00pm

Driver 4 – Partial

Navigate to 1191 E Holt Blvd



Zone #54

Contract Name: Ontario, CA Estimated Completion Time: 00:58 Minutes (01:13 Hours Minutes Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
THURSDAY	N CUCAMONGA AVE	E 4TH ST	E G ST	DRIVER 4	0.49	4208
THURSDAY	N GROVE AVE	E HOLT BLVD	E 4TH ST	DRIVER 4	1.00	4210
THURSDAY	N VIRGINIA AVE	E D ST	E I ST	DRIVER 4	0.50	4211
THURSDAY	N PARKSIDE DR	E G ST	E I ST	DRIVER 4	0.24	4212
THURSDAY	E I ST	DEAD END	N CUCAMONGA AVE	DRIVER 4	0.76	4213
THURSDAY	E FLORA ST	N PARKSIDE DR	N VIRGINIA AVE	DRIVER 4	0.06	4234
THURSDAY	N PARKSIDE DR	E D ST	E FLORA ST	DRIVER 4	0.14	4235
THURSDAY	ALLEYWAY 36	N PARKSIDE DR	E FLORA ST	DRIVER 4	0.12	4236
THURSDAY	E ELMA ST	CUL-DA-SEC	N GROVE AVE	DRIVER 4	0.11	4237
THURSDAY	E NOCTA ST	CUL-DA-SEC	N GROVE AVE	DRIVER 4	0.47	4238
THURSDAY	N IMPERIAL AVE	E HOLT BLVD	E I ST	DRIVER 4	0.75	4239
THURSDAY	E ELMA CT	CUL-DA-SEC	CUL-DA-SEC	DRIVER 4	0.17	4240
THURSDAY	N HUMBOLDT AVE	E D ST	CUL-DA-SEC	DRIVER 4	0.11	4241
THURSDAY	GLENN PL	E D ST	CUL-DA-SEC	DRIVER 4	0.11	4242
THURSDAY	N AMADOR AVE	E G ST	E I ST	DRIVER 4	0.24	4250
THURSDAY	N ALAMEDA AVE	E G ST	N AMADOR AVE	DRIVER 4	0.23	4251
THURSDAY	ALLEYWAY 37	N IMPERIAL AVE	E G ST	DRIVER 4	0.29	4252
THURSDAY	VETERANS PARK LOT	N OF E D ST	W OF GLENN PL	DRIVER 4	0.10	4269

Zone #54B

Contract Name: Ontario, CA Estimated Completion Time: 00:58 Minutes (01:13 Hours Minutes Leaf Season)

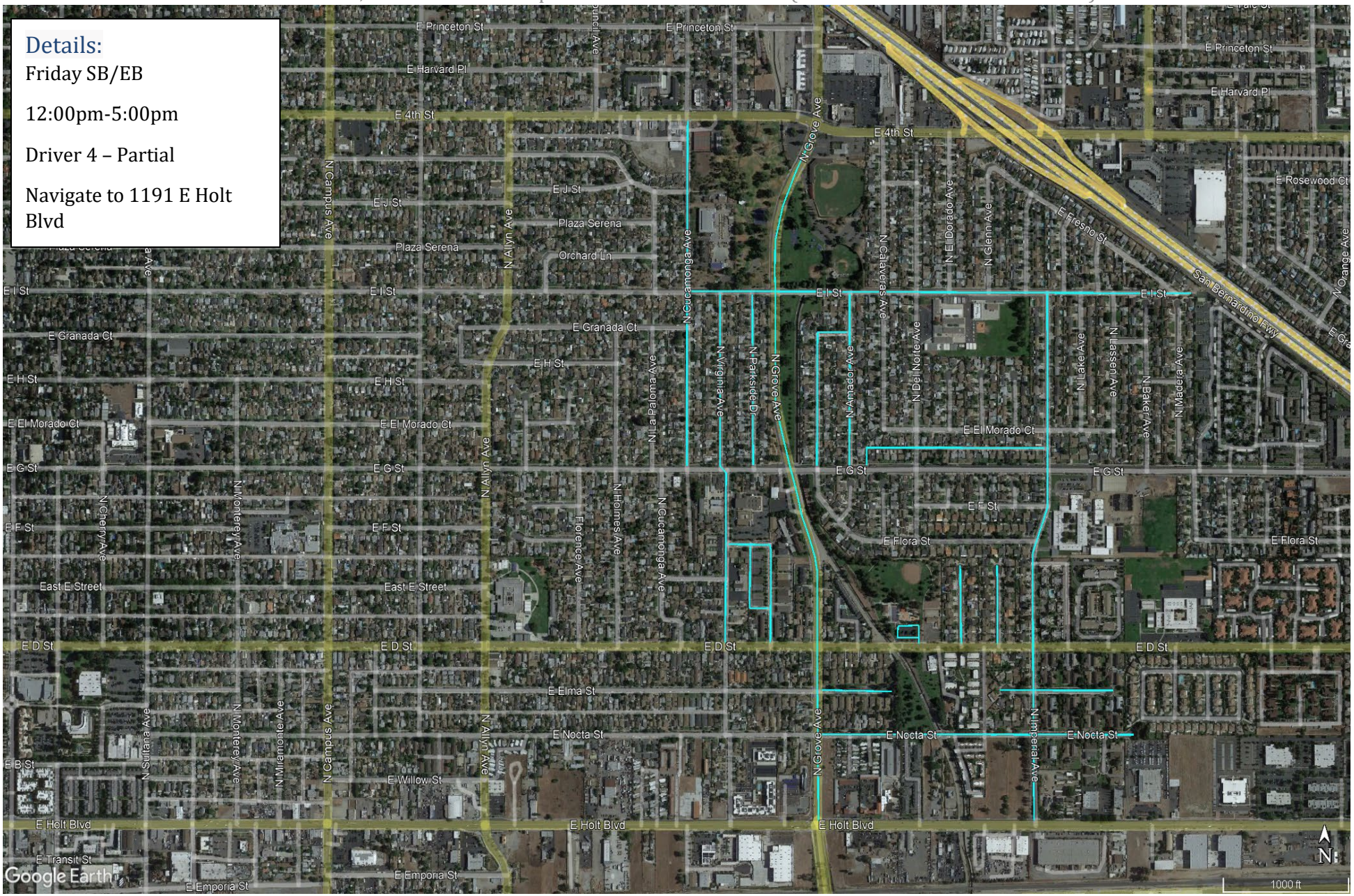
Details:

Friday SB/EB

12:00pm-5:00pm

Driver 4 – Partial

Navigate to 1191 E Holt Blvd



Zone #54B

Contract Name: Ontario, CA Estimated Completion Time: 00:58 Minutes (01:13 Hours Minutes Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
Friday	N CUCAMONGA AVE	E G ST	E 4TH ST	DRIVER 4	0.49	4208
Friday	N GROVE AVE	E 4TH ST	E HOLT BLVD	DRIVER 4	1.00	4210
Friday	N VIRGINIA AVE	E I ST	E D ST	DRIVER 4	0.50	4211
Friday	N PARKSIDE DR	E I ST	E G ST	DRIVER 4	0.24	4212
Friday	E I ST	N CUCAMONGA AVE	DEAD END	DRIVER 4	0.76	4213
Friday	E FLORA ST	N VIRGINIA AVE	N PARKSIDE DR	DRIVER 4	0.06	4234
Friday	N PARKSIDE DR	E FLORA ST	E D ST	DRIVER 4	0.14	4235
Friday	ALLEYWAY 36	E FLORA ST	N PARKSIDE DR	DRIVER 4	0.12	4236
Friday	E ELMA ST	N GROVE AVE	CUL-DA-SEC	DRIVER 4	0.11	4237
Friday	E NOCTA ST	N GROVE AVE	CUL-DA-SEC	DRIVER 4	0.47	4238
Friday	N IMPERIAL AVE	E I ST	E HOLT BLVD	DRIVER 4	0.75	4239
Friday	E ELMA CT	CUL-DA-SEC	CUL-DA-SEC	DRIVER 4	0.17	4240
Friday	N HUMBOLDT AVE	CUL-DA-SEC	E D ST	DRIVER 4	0.11	4241
Friday	GLENN PL	CUL-DA-SEC	E D ST	DRIVER 4	0.11	4242
Friday	N AMADOR AVE	E I ST	E G ST	DRIVER 4	0.24	4250
Friday	N ALAMEDA AVE	N AMADOR AVE	E G ST	DRIVER 4	0.23	4251
Friday	ALLEYWAY 37	E G ST	N IMPERIAL AVE	DRIVER 4	0.29	4252
Friday	VETERANS PARK LOT	W OF GLENN PL	N OF E D ST	DRIVER 4	0.10	4269

Zone #55

Contract Name: Ontario, CA Estimated Completion Time: 00:44 Minutes (00:55 Minutes Leaf Season)

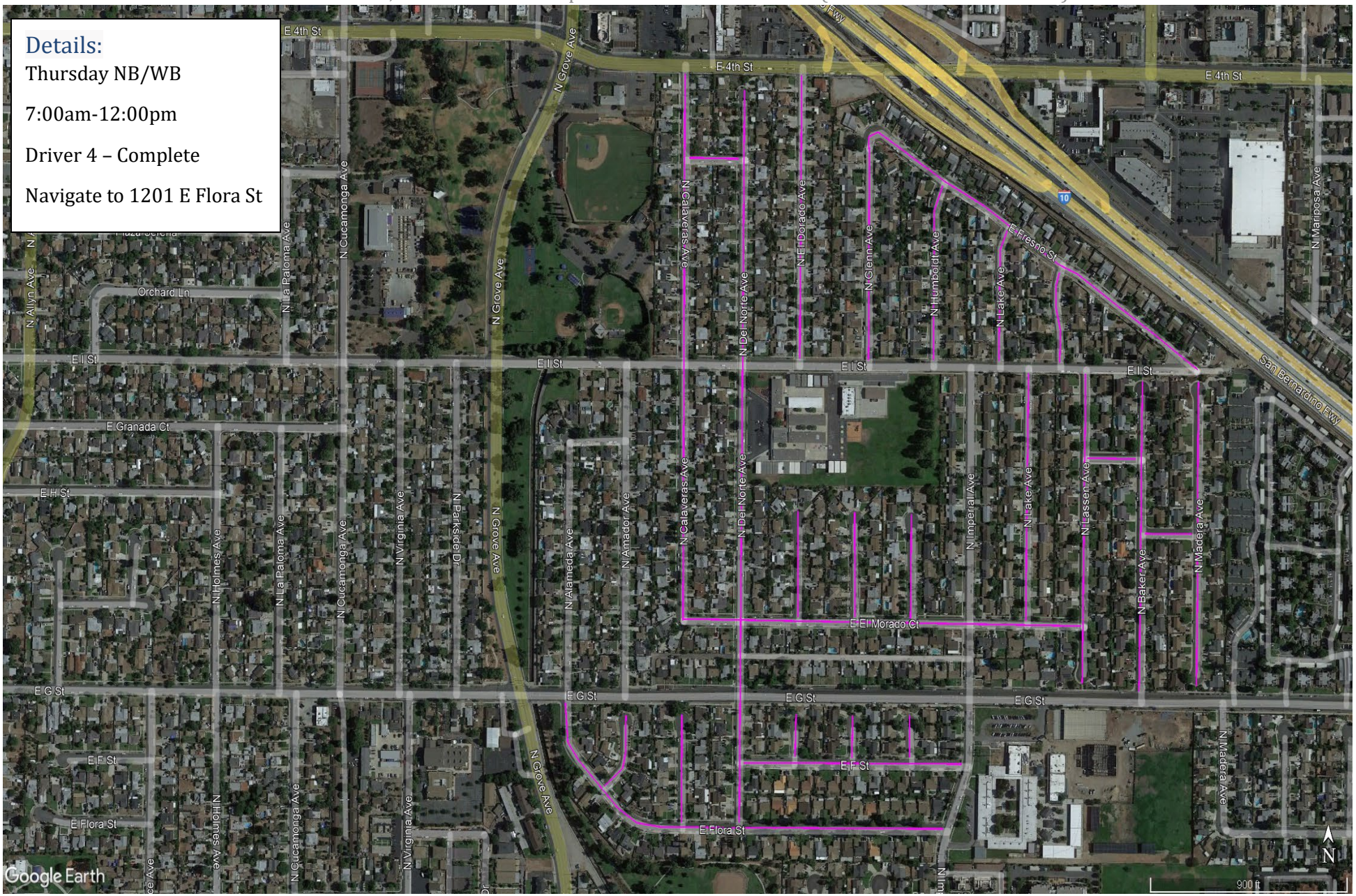
Details:

Thursday NB/WB

7:00am-12:00pm

Driver 4 – Complete

Navigate to 1201 E Flora St



Zone #55

Contract Name: Ontario, CA Estimated Completion Time: 00:44 Minutes (00:55 Minutes Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
THURSDAY	E FRESNO ST	E I ST	N GLENN AVE	DRIVER 4	0.35	4214
THURSDAY	N GLENN AVE	E I ST	E FRESNO ST	DRIVER 4	0.16	4215
THURSDAY	N HUMBOLDT AVE	E I ST	E FRESNO ST	DRIVER 4	0.13	4216
THURSDAY	N LAKE AVE	E I ST	E FRESNO ST	DRIVER 4	0.10	4217
THURSDAY	N LASSEN AVE	E I ST	E FRESNO ST	DRIVER 4	0.07	4218
THURSDAY	N EL DORADO AVE	E I ST	E 4TH ST	DRIVER 4	0.22	4219
THURSDAY	N CALAVERAS AVE	E EL MORADO CT	E 4TH ST	DRIVER 4	0.41	4220
THURSDAY	E EL MORADO CT	N LASSEN AVE	N CALAVERAS AVE	DRIVER 4	0.35	4221
THURSDAY	N DEL NORTE AVE	E FLORA ST	CUL-DA-SEC	DRIVER 4	0.56	4222
THURSDAY	E ROSEWOOD CT	N DEL NORTE AVE	N CALAVERAS AVE	DRIVER 4	0.04	4223
THURSDAY	E FLORA ST	N IMPERIAL AVE	E G ST	DRIVER 4	0.38	4243
THURSDAY	N AMADOR AVE	E FLORA ST	CUL-DA-SEC	DRIVER 4	0.06	4244
THURSDAY	N CALAVERAS AVE	E FLORA ST	CUL-DA-SEC	DRIVER 4	0.08	4245
THURSDAY	E F ST	N IMPERIAL AVE	N DEL NORTE AVE	DRIVER 4	0.19	4246
THURSDAY	N GLENN AVE	E F ST	CUL-DA-SEC	DRIVER 4	0.03	4247
THURSDAY	N EL DORADO CT	E F ST	CUL-DA-SEC	DRIVER 4	0.03	4248
THURSDAY	N HUMBOLDT CT	E F ST	CUL-DA-SEC	DRIVER 4	0.03	4249
THURSDAY	N EL DORADO AVE	E EL MORADO CT	CUL-DA-SEC	DRIVER 4	0.08	4253
THURSDAY	N GLENN AVE	E EL MORADO CT	CUL-DA-SEC	DRIVER 4	0.08	4254
THURSDAY	N HUMBOLDT AVE	E EL MORADO CT	CUL-DA-SEC	DRIVER 4	0.08	4255
THURSDAY	N LAKE AVE	E EL MORADO CT	E I ST	DRIVER 4	0.19	4256
THURSDAY	N LASSEN AVE	CUL-DA-SEC	E I ST	DRIVER 4	0.24	4257
THURSDAY	E GRANADA CT	N BAKER AVE	N LASSEN AVE	DRIVER 4	0.04	4258
THURSDAY	N BAKER AVE	E G ST	E I ST	DRIVER 4	0.24	4259
THURSDAY	E H ST	N MADERA AVE	N BAKER AVE	DRIVER 4	0.04	4260
THURSDAY	N MADERA AVE	CUL-DA-SEC	CUL-DA-SEC	DRIVER 4	0.23	4261

Zone #55B

Contract Name: Ontario, CA Estimated Completion Time: 00:44 Minutes (00:55 Minutes Leaf Season)

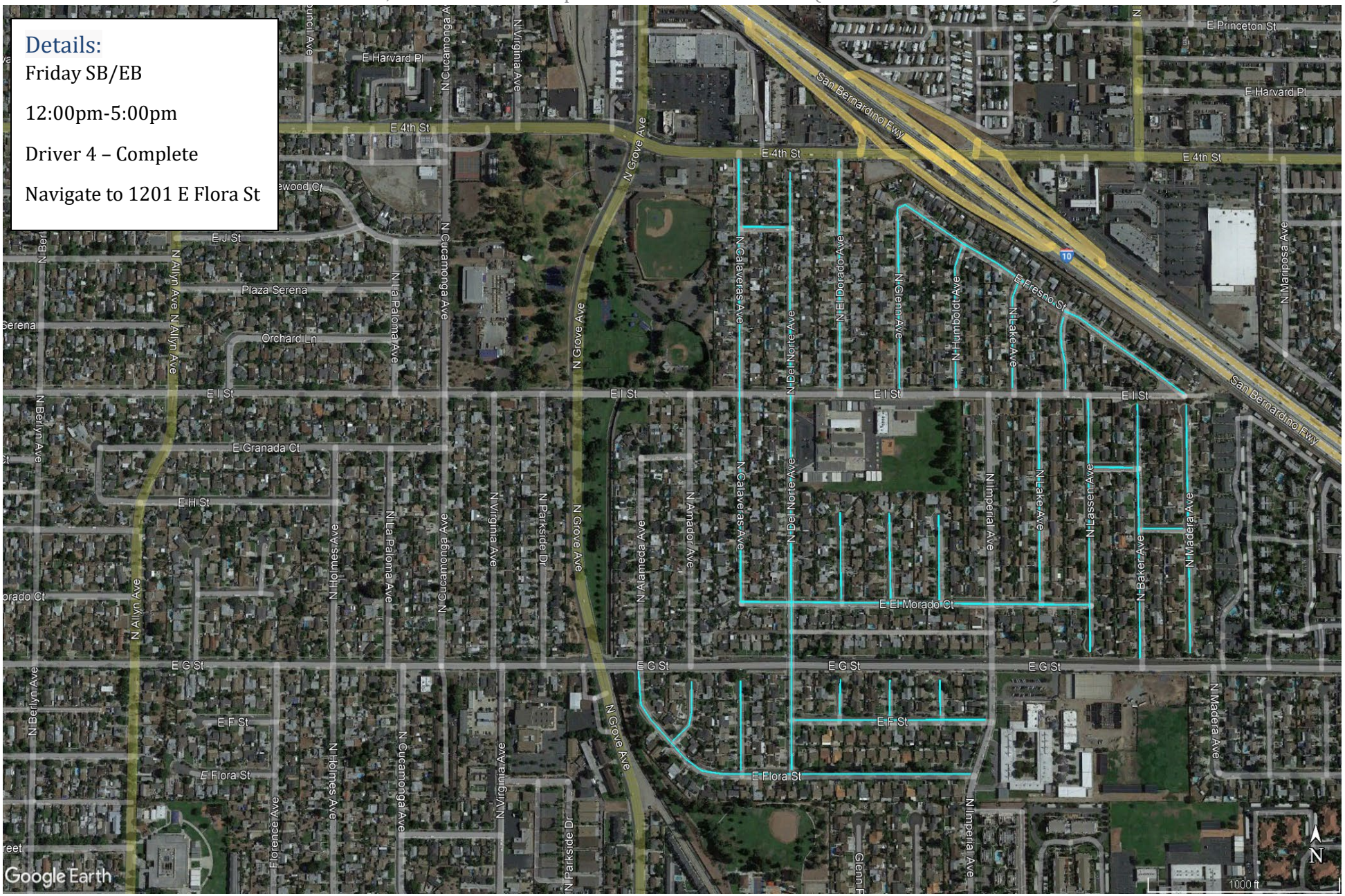
Details:

Friday SB/EB

12:00pm-5:00pm

Driver 4 – Complete

Navigate to 1201 E Flora St



Zone #55B

Contract Name: Ontario, CA Estimated Completion Time: 00:44 Minutes (00:55 Minutes Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
Friday	E FRESNO ST	N GLENN AVE	E I ST	DRIVER 4	0.35	4214
Friday	N GLENN AVE	E FRESNO ST	E I ST	DRIVER 4	0.16	4215
Friday	N HUMBOLDT AVE	E FRESNO ST	E I ST	DRIVER 4	0.13	4216
Friday	N LAKE AVE	E FRESNO ST	E I ST	DRIVER 4	0.10	4217
Friday	N LASSEN AVE	E FRESNO ST	E I ST	DRIVER 4	0.07	4218
Friday	N EL DORADO AVE	E 4TH ST	E I ST	DRIVER 4	0.22	4219
Friday	N CALAVERAS AVE	E 4TH ST	E EL MORADO CT	DRIVER 4	0.41	4220
Friday	E EL MORADO CT	N CALAVERAS AVE	N LASSEN AVE	DRIVER 4	0.35	4221
Friday	N DEL NORTE AVE	CUL-DA-SEC	E FLORA ST	DRIVER 4	0.56	4222
Friday	E ROSEWOOD CT	N CALAVERAS AVE	N DEL NORTE AVE	DRIVER 4	0.04	4223
Friday	E FLORA ST	E G ST	N IMPERIAL AVE	DRIVER 4	0.38	4243
Friday	N AMADOR AVE	CUL-DA-SEC	E FLORA ST	DRIVER 4	0.06	4244
Friday	N CALAVERAS AVE	CUL-DA-SEC	E FLORA ST	DRIVER 4	0.08	4245
Friday	E F ST	N DEL NORTE AVE	N IMPERIAL AVE	DRIVER 4	0.19	4246
Friday	N GLENN AVE	CUL-DA-SEC	E F ST	DRIVER 4	0.03	4247
Friday	N EL DORADO CT	CUL-DA-SEC	E F ST	DRIVER 4	0.03	4248
Friday	N HUMBOLDT CT	CUL-DA-SEC	E F ST	DRIVER 4	0.03	4249
Friday	N EL DORADO AVE	CUL-DA-SEC	E EL MORADO CT	DRIVER 4	0.08	4253
Friday	N GLENN AVE	CUL-DA-SEC	E EL MORADO CT	DRIVER 4	0.08	4254
Friday	N HUMBOLDT AVE	CUL-DA-SEC	E EL MORADO CT	DRIVER 4	0.08	4255
Friday	N LAKE AVE	E I ST	E EL MORADO CT	DRIVER 4	0.19	4256
Friday	N LASSEN AVE	E I ST	CUL-DA-SEC	DRIVER 4	0.24	4257
Friday	E GRANADA CT	N LASSEN AVE	N BAKER AVE	DRIVER 4	0.04	4258
Friday	N BAKER AVE	E I ST	E G ST	DRIVER 4	0.24	4259
Friday	E H ST	N BAKER AVE	N MADERA AVE	DRIVER 4	0.04	4260
Friday	N MADERA AVE	CUL-DA-SEC	CUL-DA-SEC	DRIVER 4	0.23	4261

Zone #56

Contract Name: Ontario, CA Estimated Completion Time: 00:59 Minutes (01:13 Hours Leaf Season)

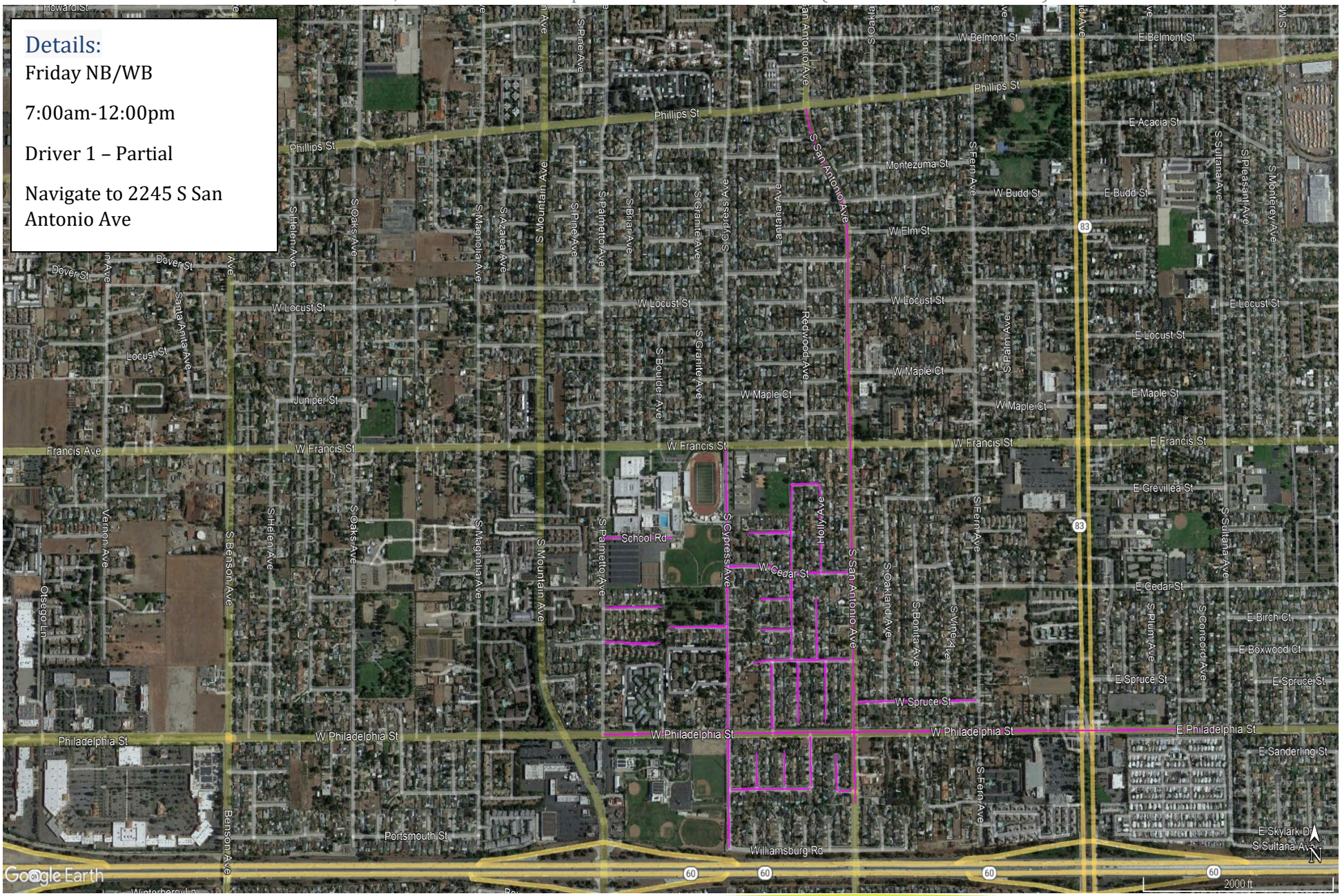
Details:

Friday NB/WB

7:00am-12:00pm

Driver 1 – Partial

Navigate to 2245 S San Antonio Ave



District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
FRIDAY	E PHILADELPHIA ST	S SULTANA AVE	S PALMETTO AVE	DRIVER 1	1.25	5016
FRIDAY	S SAN ANTONIO AVE	CITY LIMIT	PHILLIPS ST	DRIVER 1	1.23	5029
FRIDAY	W SPRUCE ST	S FERN AVE	S SAN ANTONIO AVE	DRIVER 1	0.24	5031
FRIDAY	W MONTICELLO CT	S SAN ANTONIO AVE	HOLLY PL	DRIVER 1	0.03	5038
FRIDAY	HOLLY PL	W MONTICELLO CT	N CUL-DE-SAC	DRIVER 1	0.06	5039
FRIDAY	S CYPRESS AVE	WILLIAMSBURG RD	W FRANCIS ST	DRIVER 1	0.69	5040
FRIDAY	REDWOOD AVE	W MONTICELLO CT	W PHILADELPHIA ST	DRIVER 1	0.09	5041
FRIDAY	W MONTICELLO CT	REDWOOD AVE	S CYPRESS AVE	DRIVER 1	0.16	5042
FRIDAY	S HICKORY PL	W MONTICELLO CT	N CUL-DE-SAC	DRIVER 1	0.06	5043
FRIDAY	TIFFANY PL	W MONTICELLO CT	N CUL-DE-SAC	DRIVER 1	0.06	5044
FRIDAY	W LARODA CT	S CYPRESS AVE	W CUL-DE-SAC	DRIVER 1	0.11	5046
FRIDAY	W LARODA CT	E CUL-DE-SAC	S PALMETTO AVE	DRIVER 1	0.11	5047
FRIDAY	DEL RANCHO CT	E CUL-DE-SAC	S PALMETTO AVE	DRIVER 1	0.11	5048
FRIDAY	SCHOOL RD	E TERMINUS	S PALMETTO AVE	DRIVER 1	0.14	5049
FRIDAY	S HICKORY AVE	W PHILADELPHIA ST	W SPRUCE ST	DRIVER 1	0.11	5050
FRIDAY	REDWOOD AVE	S CUL-DE-SAC	W SPRUCE ST	DRIVER 1	0.11	5051
FRIDAY	HOLLY AVE	S CUL-DE-SAC	W SPRUCE ST	DRIVER 1	0.10	5052
FRIDAY	W SPRUCE ST	S SAN ANTONIO AVE	W CUL-DE-SAC	DRIVER 1	0.19	5053
FRIDAY	HOLLY AVE	W SPRUCE ST	N CUL-DE-SAC	DRIVER 1	0.10	5054
FRIDAY	REDWOOD AVE	W SPRUCE ST	W GREVILLEA ST	DRIVER 1	0.30	5055
FRIDAY	W LARODA CT	REDWOOD AVE	W CUL-DE-SAC	DRIVER 1	0.06	5056
FRIDAY	DAMSON CT	REDWOOD AVE	W CUL-DE-SAC	DRIVER 1	0.06	5057
FRIDAY	W CEDAR ST	S SAN ANTONIO AVE	S CYPRESS AVE	DRIVER 1	0.24	5058
FRIDAY	W MANZANITA CT	REDWOOD AVE	W CUL-DE-SAC	DRIVER 1	0.08	5059
FRIDAY	HOLLY AVE	W CEDAR ST	W GREVILLEA ST	DRIVER 1	0.16	5060
FRIDAY	W GREVILLEA ST	HOLLY AVE	REDWOOD AVE	DRIVER 1	0.05	5061

Zone #56B

Contract Name: Ontario, CA Estimated Completion Time: 00:59 Minutes (01:13 Hours Leaf Season)

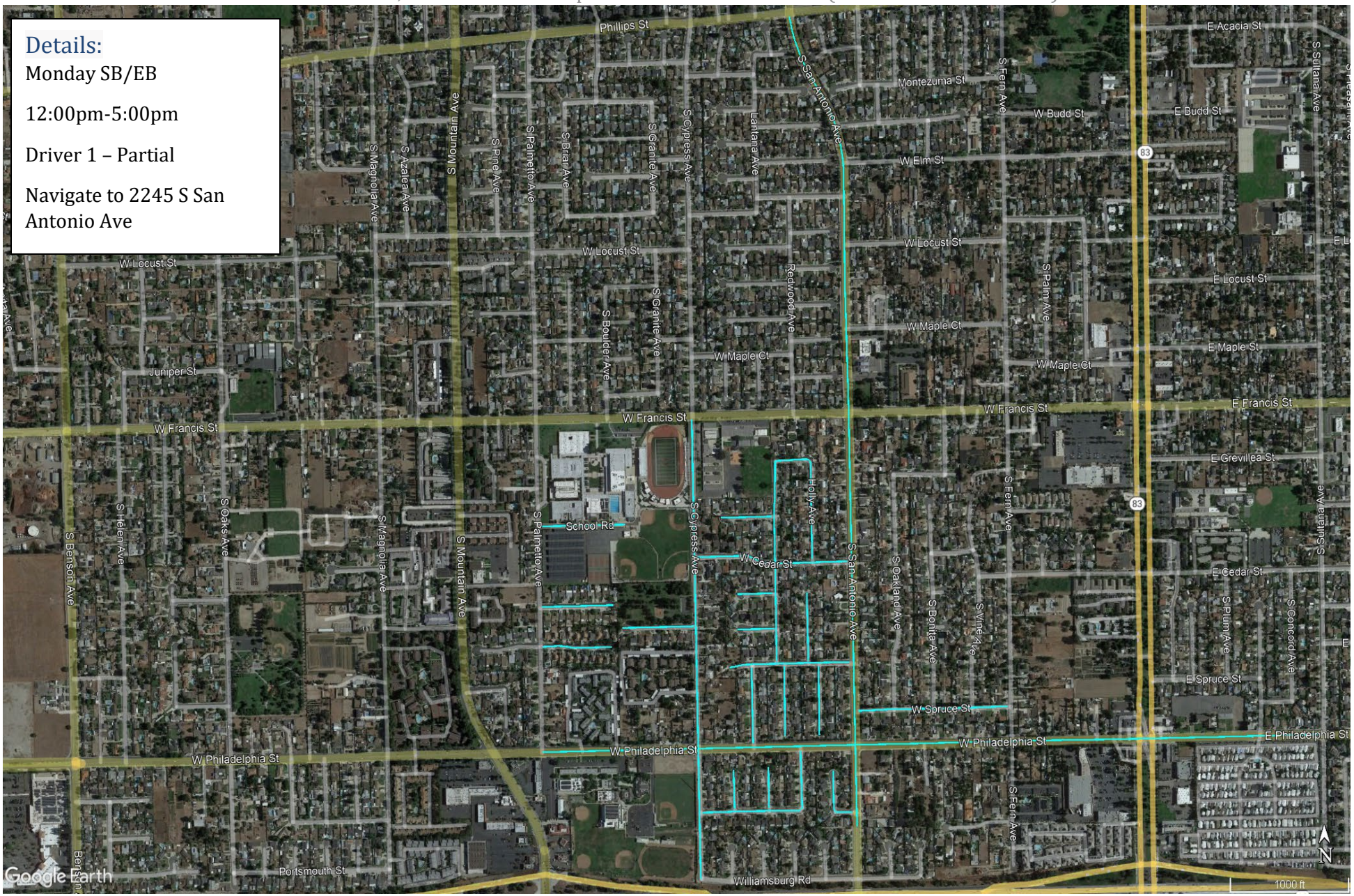
Details:

Monday SB/EB

12:00pm-5:00pm

Driver 1 – Partial

Navigate to 2245 S San Antonio Ave



Zone #56B

Contract Name: Ontario, CA Estimated Completion Time: 00:59 Minutes (01:13 Hours Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
Monday	E PHILADELPHIA ST	S PALMETTO AVE	S SULTANA AVE	DRIVER 1	1.25	5016
Monday	S SAN ANTONIO AVE	PHILLIPS ST	CITY LIMIT	DRIVER 1	1.23	5029
Monday	W SPRUCE ST	S SAN ANTONIO AVE	S FERN AVE	DRIVER 1	0.24	5031
Monday	W MONTICELLO CT	HOLLY PL	S SAN ANTONIO AVE	DRIVER 1	0.03	5038
Monday	HOLLY PL	N CUL-DE-SAC	W MONTICELLO CT	DRIVER 1	0.06	5039
Monday	S CYPRESS AVE	W FRANCIS ST	WILLIAMSBURG RD	DRIVER 1	0.69	5040
Monday	REDWOOD AVE	W PHILADELPHIA ST	W MONTICELLO CT	DRIVER 1	0.09	5041
Monday	W MONTICELLO CT	S CYPRESS AVE	REDWOOD AVE	DRIVER 1	0.16	5042
Monday	S HICKORY PL	N CUL-DE-SAC	W MONTICELLO CT	DRIVER 1	0.06	5043
Monday	TIFFANY PL	N CUL-DE-SAC	W MONTICELLO CT	DRIVER 1	0.06	5044
Monday	W LARODA CT	W CUL-DE-SAC	S CYPRESS AVE	DRIVER 1	0.11	5046
Monday	W LARODA CT	S PALMETTO AVE	E CUL-DE-SAC	DRIVER 1	0.11	5047
Monday	DEL RANCHO CT	S PALMETTO AVE	E CUL-DE-SAC	DRIVER 1	0.11	5048
Monday	SCHOOL RD	S PALMETTO AVE	E TERMINUS	DRIVER 1	0.14	5049
Monday	S HICKORY AVE	W SPRUCE ST	W PHILADELPHIA ST	DRIVER 1	0.11	5050
Monday	REDWOOD AVE	W SPRUCE ST	S CUL-DE-SAC	DRIVER 1	0.11	5051
Monday	HOLLY AVE	W SPRUCE ST	S CUL-DE-SAC	DRIVER 1	0.10	5052
Monday	W SPRUCE ST	W CUL-DE-SAC	S SAN ANTONIO AVE	DRIVER 1	0.19	5053
Monday	HOLLY AVE	N CUL-DE-SAC	W SPRUCE ST	DRIVER 1	0.10	5054
Monday	REDWOOD AVE	W GREVILLEA ST	W SPRUCE ST	DRIVER 1	0.30	5055
Monday	W LARODA CT	W CUL-DE-SAC	REDWOOD AVE	DRIVER 1	0.06	5056
Monday	DAMSON CT	W CUL-DE-SAC	REDWOOD AVE	DRIVER 1	0.06	5057
Monday	W CEDAR ST	S CYPRESS AVE	S SAN ANTONIO AVE	DRIVER 1	0.24	5058
Monday	W MANZANITA CT	W CUL-DE-SAC	REDWOOD AVE	DRIVER 1	0.08	5059
Monday	HOLLY AVE	W GREVILLEA ST	W CEDAR ST	DRIVER 1	0.16	5060
Monday	W GREVILLEA ST	REDWOOD AVE	HOLLY AVE	DRIVER 1	0.05	5061

Zone #57

Contract Name: Ontario, CA Estimated Completion Time: 01:00 Hours (01:15 Hours Leaf Season)

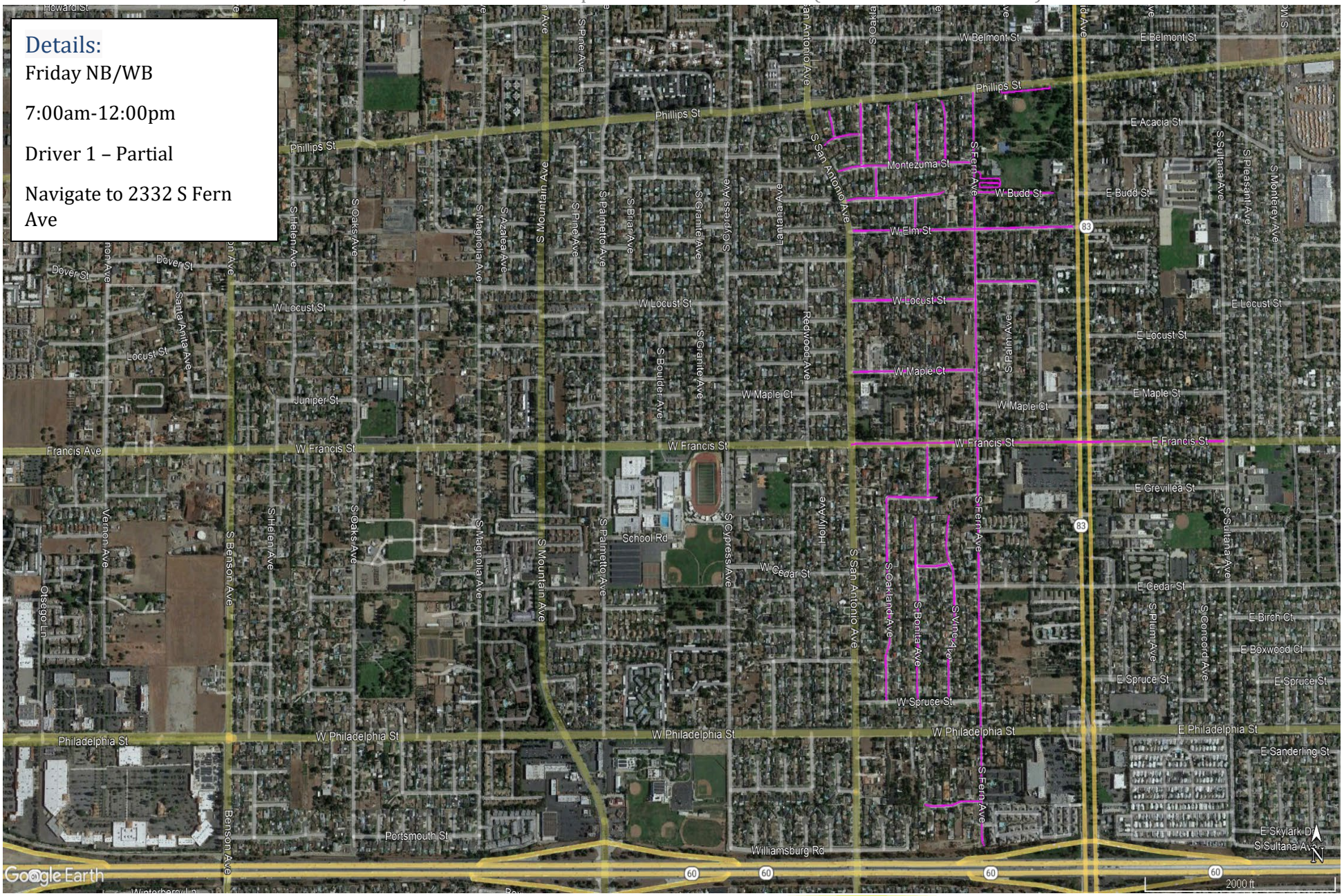
Details:

Friday NB/WB

7:00am-12:00pm

Driver 1 – Partial

Navigate to 2332 S Fern Ave



Zone #57

Contract Name: Ontario, CA Estimated Completion Time: 01:00 Hours (01:15 Hours Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
FRIDAY	E FRANCIS ST	S SULTANA AVE	S SAN ANTONIO AVE	DRIVER 1	0.75	5007
FRIDAY	W LOCUST ST	S LAUREL AVE	S FERN AVE	DRIVER 1	0.12	5023
FRIDAY	W ELM ST	EUCLID AVE	S SAN ANTONIO AVE	DRIVER 1	0.45	5024
FRIDAY	W BUDD ST	E CUL-DE-SAC	S FERN AVE	DRIVER 1	0.16	5025
FRIDAY	DE ANZA PARK B	S FERN AVE	W BUDD ST	Driver 1	0.16	5026
FRIDAY	DE ANZA PARK A	PHILLIPS ST	PHILLIPS ST	Driver 1	0.11	5027
FRIDAY	S FERN AVE	S CUL-DE-SAC	PHILLIPS ST	DRIVER 1	1.32	5028
FRIDAY	W MONTICELLO CT	S FERN AVE	W CUL-DE-SAC	DRIVER 1	0.11	5030
FRIDAY	S VINE AVE	W SPRUCE ST	N CUL-DE-SAC	DRIVER 1	0.32	5032
FRIDAY	S BONITA AVE	W SPRUCE ST	N CUL-DE-SAC	DRIVER 1	0.31	5033
FRIDAY	W CEDAR ST	S VINE AVE	S BONITA AVE	DRIVER 1	0.06	5034
FRIDAY	S BONITA CT	W GREVILLEA ST	W FRANCIS ST	DRIVER 1	0.09	5035
FRIDAY	W GREVILLEA ST	E CUL-DE-SAC	S OAKLAND AVE	DRIVER 1	0.10	5036
FRIDAY	S OAKLAND AVE	W SPRUCE ST	W GREVILLEA ST	DRIVER 1	0.35	5037
FRIDAY	W MAPLE CT	S FERN AVE	S SAN ANTONIO AVE	DRIVER 1	0.24	5062
FRIDAY	W LOCUST ST	S FERN AVE	S SAN ANTONIO AVE	DRIVER 1	0.24	5063
FRIDAY	S BONITA PL	W ELM ST	W SONOMA CT	DRIVER 1	0.05	5064
FRIDAY	W SONOMA CT	E CUL-DE-SAC	S SAN ANTONIO AVE	DRIVER 1	0.20	5065
FRIDAY	S BEVERLY AVE	W SONOMA CT	MONTEZUMA ST	DRIVER 1	0.05	5066
FRIDAY	MONTEZUMA ST	S FERN AVE	S SAN ANTONIO AVE	DRIVER 1	0.27	5067
FRIDAY	S VINE PL	MONTEZUMA ST	N CUL-DE-SAC	DRIVER 1	0.11	5068
FRIDAY	S BONITA PL	MONTEZUMA ST	N CUL-DE-SAC	DRIVER 1	0.10	5069
FRIDAY	S OAKLAND PL	MONTEZUMA ST	N CUL-DE-SAC	DRIVER 1	0.10	5070
FRIDAY	BEVERLY AVE	MONTEZUMA ST	PHILLIPS ST	DRIVER 1	0.11	5071
FRIDAY	W CONTEMPO CT	BEVERLY AVE	W CUL-DE-SAC	DRIVER 1	0.08	5072
FRIDAY	AMBER PL	W CONTEMPO CT	N CUL-DE-SAC	DRIVER 1	0.05	5073

Zone #57B

Contract Name: Ontario, CA Estimated Completion Time: 01:00 Hours (01:15 Hours Leaf Season)

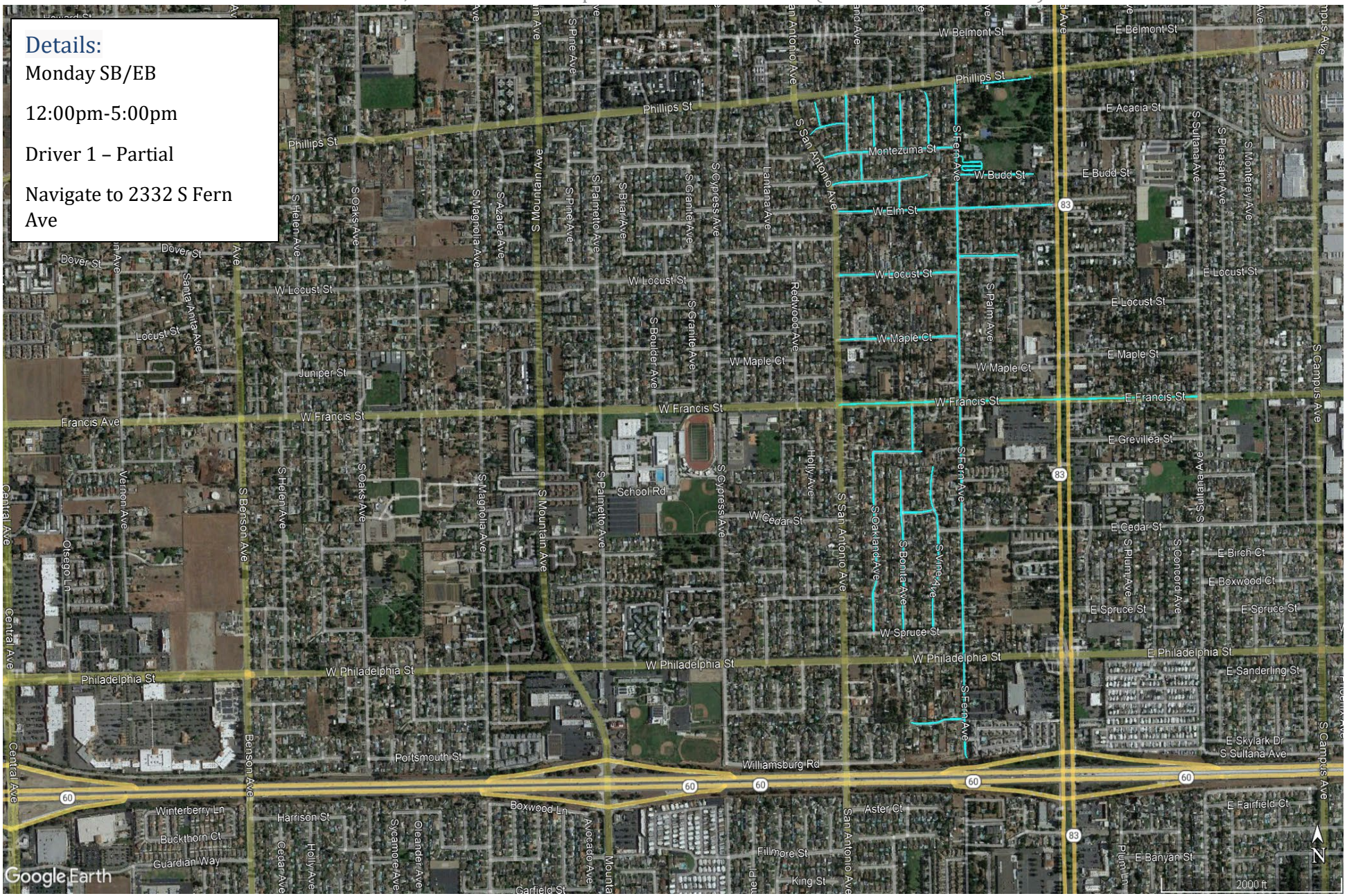
Details:

Monday SB/EB

12:00pm-5:00pm

Driver 1 – Partial

Navigate to 2332 S Fern Ave



Zone #57B

Contract Name: Ontario, CA Estimated Completion Time: 01:00 Hours (01:15 Hours Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
Monday	E FRANCIS ST	S SAN ANTONIO AVE	S SULTANA AVE	DRIVER 1	0.75	5007
Monday	W LOCUST ST	S FERN AVE	S LAUREL AVE	DRIVER 1	0.12	5023
Monday	W ELM ST	S SAN ANTONIO AVE	EUCLID AVE	DRIVER 1	0.45	5024
Monday	W BUDD ST	S FERN AVE	E CUL-DE-SAC	DRIVER 1	0.16	5025
Monday	DE ANZA PARK B	W BUDD ST	S FERN AVE	Driver 1	0.16	5026
Monday	DE ANZA PARK A	PHILLIPS ST	PHILLIPS ST	Driver 1	0.11	5027
Monday	S FERN AVE	PHILLIPS ST	S CUL-DE-SAC	DRIVER 1	1.32	5028
Monday	W MONTICELLO CT	W CUL-DE-SAC	S FERN AVE	DRIVER 1	0.11	5030
Monday	S VINE AVE	N CUL-DE-SAC	W SPRUCE ST	DRIVER 1	0.32	5032
Monday	S BONITA AVE	N CUL-DE-SAC	W SPRUCE ST	DRIVER 1	0.31	5033
Monday	W CEDAR ST	S BONITA AVE	S VINE AVE	DRIVER 1	0.06	5034
Monday	S BONITA CT	W FRANCIS ST	W GREVILLEA ST	DRIVER 1	0.09	5035
Monday	W GREVILLEA ST	S OAKLAND AVE	E CUL-DE-SAC	DRIVER 1	0.10	5036
Monday	S OAKLAND AVE	W GREVILLEA ST	W SPRUCE ST	DRIVER 1	0.35	5037
Monday	W MAPLE CT	S SAN ANTONIO AVE	S FERN AVE	DRIVER 1	0.24	5062
Monday	W LOCUST ST	S SAN ANTONIO AVE	S FERN AVE	DRIVER 1	0.24	5063
Monday	S BONITA PL	W SONOMA CT	W ELM ST	DRIVER 1	0.05	5064
Monday	W SONOMA CT	S SAN ANTONIO AVE	E CUL-DE-SAC	DRIVER 1	0.20	5065
Monday	S BEVERLY AVE	MONTEZUMA ST	W SONOMA CT	DRIVER 1	0.05	5066
Monday	MONTEZUMA ST	S SAN ANTONIO AVE	S FERN AVE	DRIVER 1	0.27	5067
Monday	S VINE PL	N CUL-DE-SAC	MONTEZUMA ST	DRIVER 1	0.11	5068
Monday	S BONITA PL	N CUL-DE-SAC	MONTEZUMA ST	DRIVER 1	0.10	5069
Monday	S OAKLAND PL	N CUL-DE-SAC	MONTEZUMA ST	DRIVER 1	0.10	5070
Monday	BEVERLY AVE	PHILLIPS ST	MONTEZUMA ST	DRIVER 1	0.11	5071
Monday	W CONTEMPO CT	W CUL-DE-SAC	BEVERLY AVE	DRIVER 1	0.08	5072
Monday	AMBER PL	N CUL-DE-SAC	W CONTEMPO CT	DRIVER 1	0.05	5073

Zone #58

Contract Name: Ontario, CA Estimated Completion Time: 00:37 Minutes (00:46 Minutes Leaf Season)

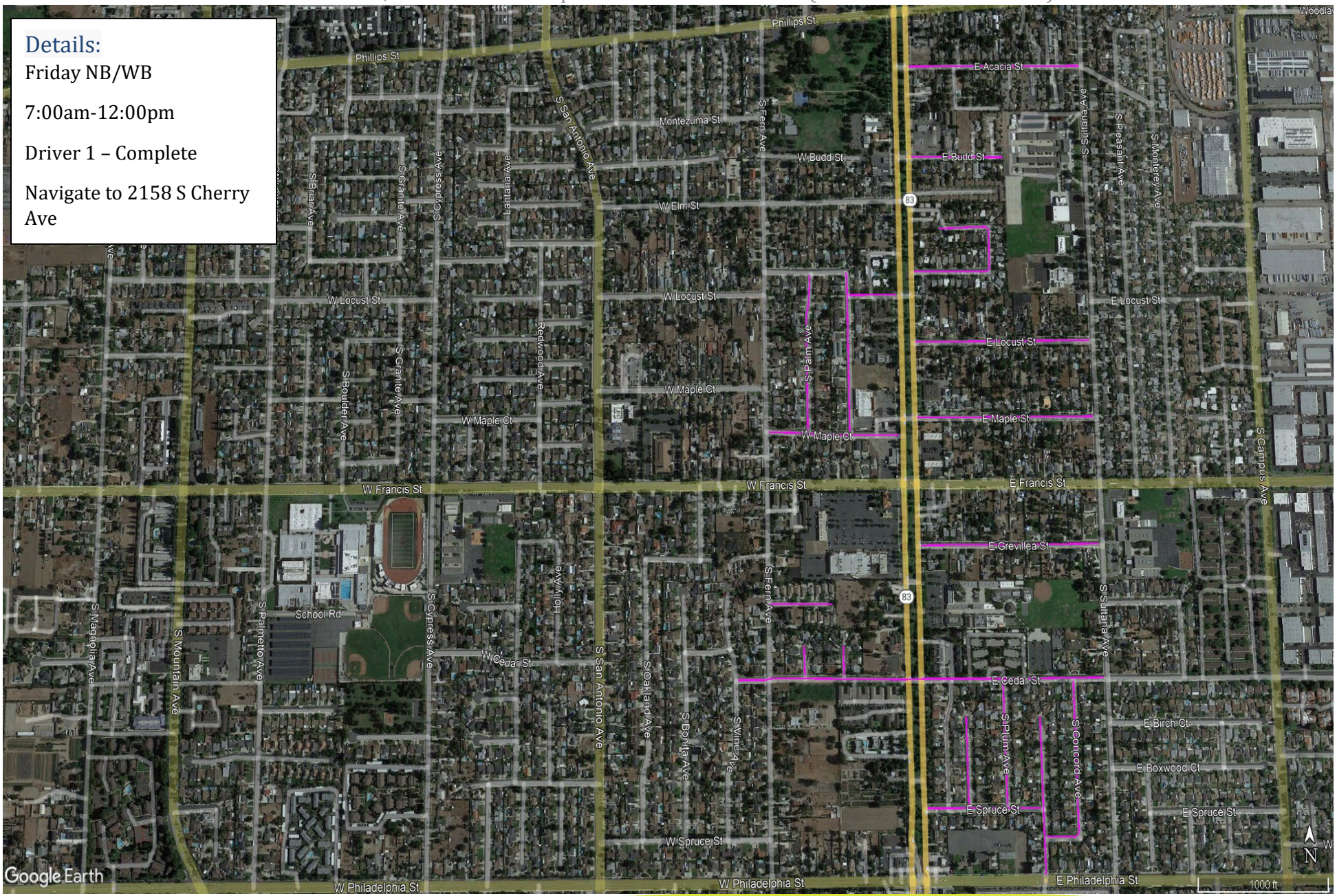
Details:

Friday NB/WB

7:00am-12:00pm

Driver 1 – Complete

Navigate to 2158 S Cherry Ave



Zone #58

Contract Name: Ontario, CA Estimated Completion Time: 00:37 Minutes (00:46 Minutes Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
FRIDAY	E ACACIA ST	S SULTANA AVE	EUCLID AVE	DRIVER 1	0.27	5001
FRIDAY	E BUDD ST	E TERMINUS	EUCLID AVE	DRIVER 1	0.14	5002
FRIDAY	E DEANZA CIR	W CUL-DE-SAC	EUCLID AVE	DRIVER 1	0.25	5003
FRIDAY	E LOCUST ST	S SULTANA AVE	EUCLID AVE	DRIVER 1	0.26	5004
FRIDAY	E MAPLE ST	S SULTANA AVE	EUCLID AVE	DRIVER 1	0.27	5006
FRIDAY	E GREVILLEA ST	S SULTANA AVE	EUCLID AVE	DRIVER 1	0.26	5008
FRIDAY	E CEDAR ST	S SULTANA AVE	S VINE AVE	DRIVER 1	0.54	5009
FRIDAY	S CONCORD AVE	E SPRUCE ST	E CEDAR ST	DRIVER 1	0.19	5010
FRIDAY	E SPRUCE ST	S CONCORD AVE	S CHERRY AVE	DRIVER 1	0.04	5011
FRIDAY	S CHERRY AVE	E PHILADELPHIA ST	N CUL-DE-SAC	DRIVER 1	0.19	5012
FRIDAY	E SPRUCE ST	S CHERRY AVE	EUCLID AVE	DRIVER 1	0.17	5013
FRIDAY	S PLUM AVE	E SPRUCE ST	E CEDAR ST	DRIVER 1	0.15	5014
FRIDAY	S LEMON AVE	E SPRUCE ST	N CUL-DE-SAC	DRIVER 1	0.11	5015
FRIDAY	S PALM AVE	W CEDAR ST	N CUL-DE-SAC	DRIVER 1	0.04	5017
FRIDAY	S LAUREL PL	W CEDAR ST	N CUL-DE-SAC	DRIVER 1	0.04	5018
FRIDAY	MANZANITA CT	E CUL-DE-SAC	S FERN AVE	DRIVER 1	0.09	5019
FRIDAY	W MAPLE CT	EUCLID AVE	S FERN AVE	DRIVER 1	0.20	5020
FRIDAY	S LAUREL AVE	W MAPLE CT	W LOCUST ST	DRIVER 1	0.21	5021
FRIDAY	S PALM AVE	W MAPLE CT	W LOCUST ST	DRIVER 1	0.21	5022
FRIDAY	W LOCUST ST	EUCLID AVE	S LAUREL AVE	DRIVER 1	0.07	5089

Zone #58B

Contract Name: Ontario, CA Estimated Completion Time: 00:37 Minutes (00:46 Minutes Leaf Season)

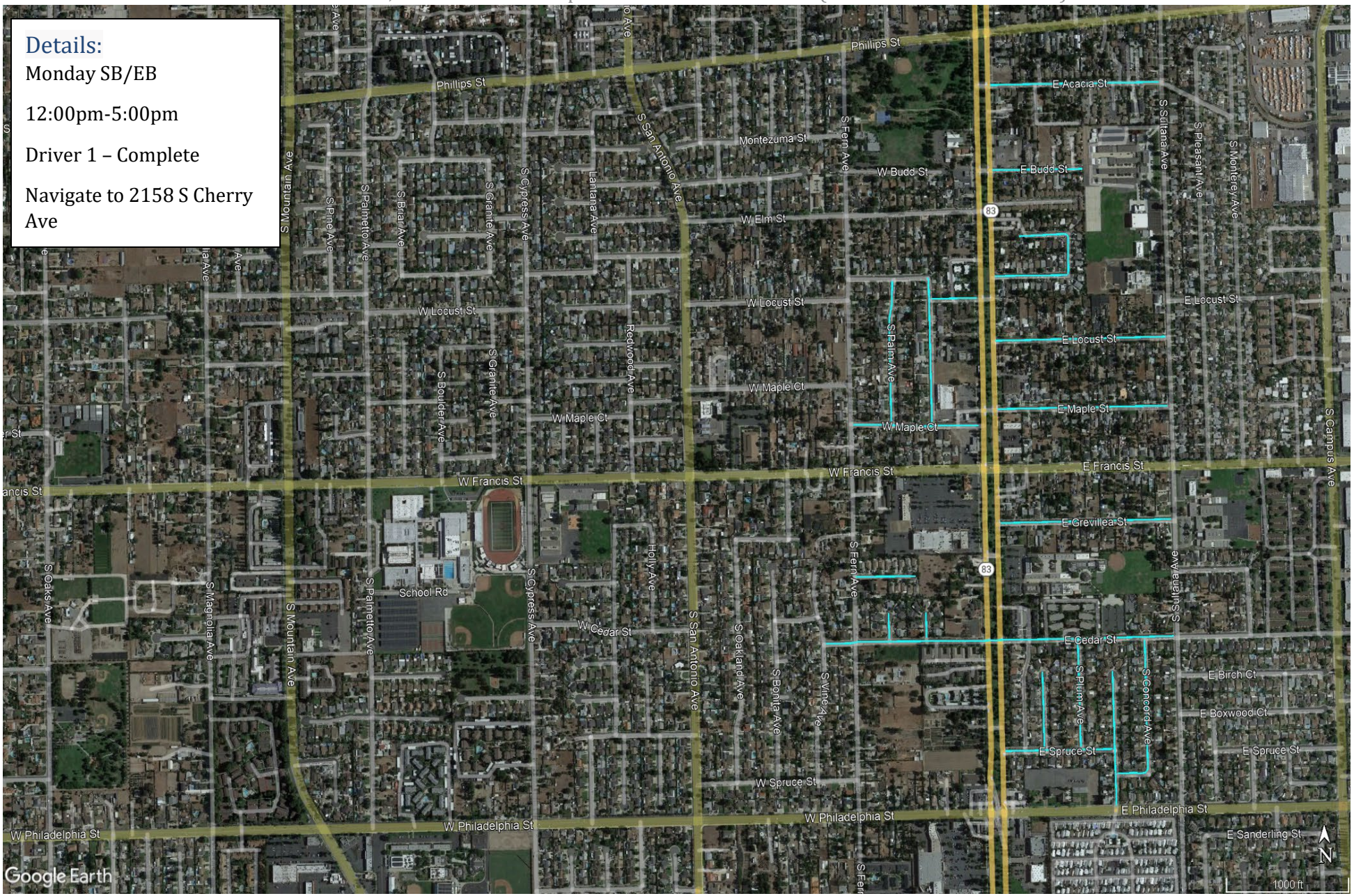
Details:

Monday SB/EB

12:00pm-5:00pm

Driver 1 – Complete

Navigate to 2158 S Cherry Ave



Zone #58B

Contract Name: Ontario, CA Estimated Completion Time: 00:37 Minutes (00:46 Minutes Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
Monday	E ACACIA ST	EUCLID AVE	S SULTANA AVE	DRIVER 1	0.27	5001
Monday	E BUDD ST	EUCLID AVE	E TERMINUS	DRIVER 1	0.14	5002
Monday	E DEANZA CIR	EUCLID AVE	W CUL-DE-SAC	DRIVER 1	0.25	5003
Monday	E LOCUST ST	EUCLID AVE	S SULTANA AVE	DRIVER 1	0.26	5004
Monday	E MAPLE ST	EUCLID AVE	S SULTANA AVE	DRIVER 1	0.27	5006
Monday	E GREVILLEA ST	EUCLID AVE	S SULTANA AVE	DRIVER 1	0.26	5008
Monday	E CEDAR ST	S VINE AVE	S SULTANA AVE	DRIVER 1	0.54	5009
Monday	S CONCORD AVE	E CEDAR ST	E SPRUCE ST	DRIVER 1	0.19	5010
Monday	E SPRUCE ST	S CHERRY AVE	S CONCORD AVE	DRIVER 1	0.04	5011
Monday	S CHERRY AVE	N CUL-DE-SAC	E PHILADELPHIA ST	DRIVER 1	0.19	5012
Monday	E SPRUCE ST	EUCLID AVE	S CHERRY AVE	DRIVER 1	0.17	5013
Monday	S PLUM AVE	E CEDAR ST	E SPRUCE ST	DRIVER 1	0.15	5014
Monday	S LEMON AVE	N CUL-DE-SAC	E SPRUCE ST	DRIVER 1	0.11	5015
Monday	S PALM AVE	N CUL-DE-SAC	W CEDAR ST	DRIVER 1	0.04	5017
Monday	S LAUREL PL	N CUL-DE-SAC	W CEDAR ST	DRIVER 1	0.04	5018
Monday	MANZANITA CT	S FERN AVE	E CUL-DE-SAC	DRIVER 1	0.09	5019
Monday	W MAPLE CT	S FERN AVE	EUCLID AVE	DRIVER 1	0.20	5020
Monday	S LAUREL AVE	W LOCUST ST	W MAPLE CT	DRIVER 1	0.21	5021
Monday	S PALM AVE	W LOCUST ST	W MAPLE CT	DRIVER 1	0.21	5022
Monday	W LOCUST ST	S LAUREL AVE	EUCLID AVE	DRIVER 1	0.07	5089

Zone #59

Contract Name: Ontario, CA Estimated Completion Time: 00:58 Minutes 01:12 Hours Leaf Season)

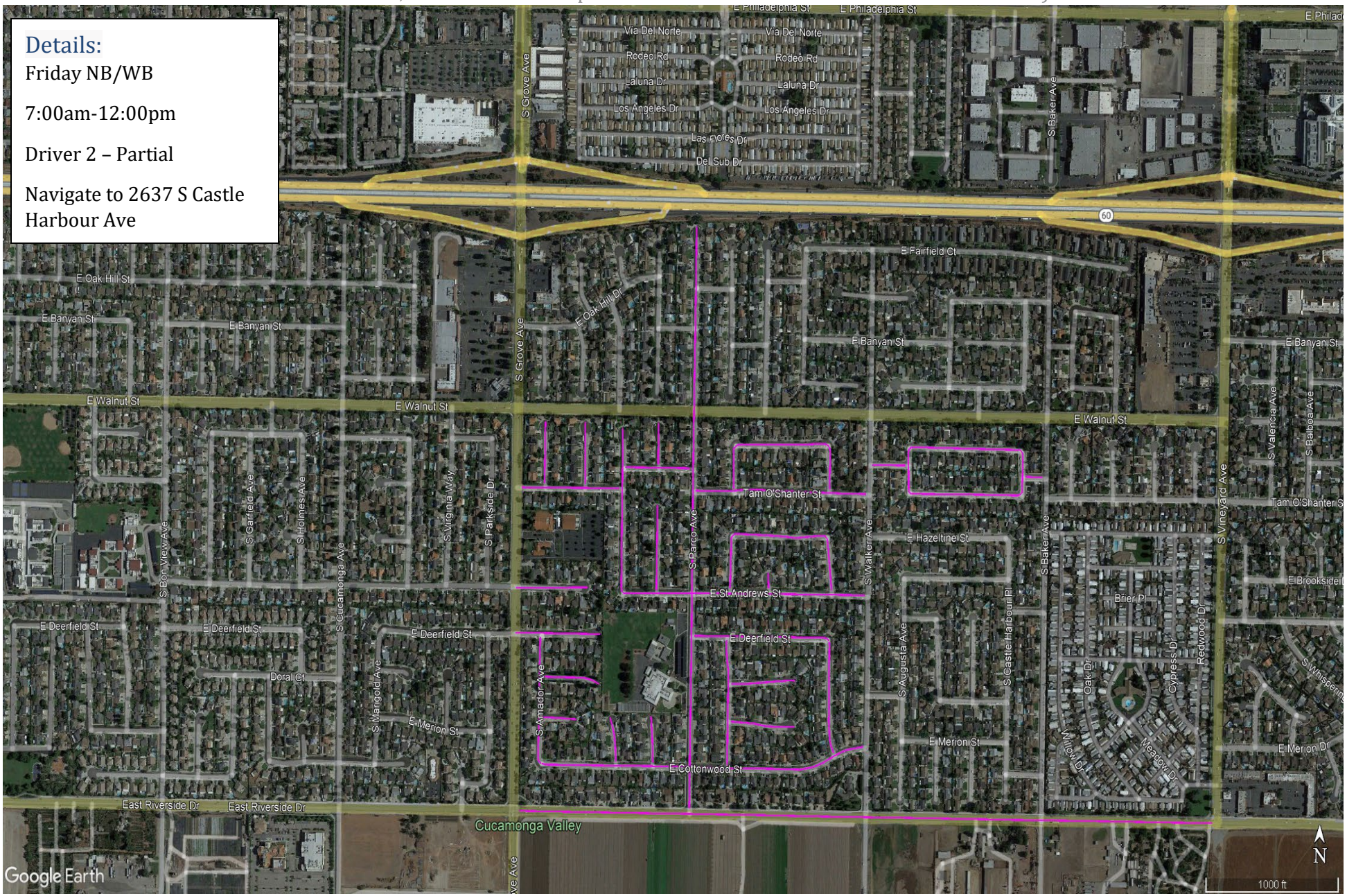
Details:

Friday NB/WB

7:00am-12:00pm

Driver 2 – Partial

Navigate to 2637 S Castle Harbour Ave



District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
FRIDAY	E RIVERSIDE DR	S VINYARD AVE	S GROVE AVE	DRIVER 2	0.99	5074
FRIDAY	S PARCO AVE	EAST RIVERSIDE DR	N CUL-DE-SAC	DRIVER 2	0.72	5101
FRIDAY	TAM O'SHANTER ST	S DEL NORTE AVE	S GROVE AVE	DRIVER 2	0.14	5110
FRIDAY	S AMADOR PL	TAM O'SHANTER ST	N CUL-DE-SAC	DRIVER 2	0.08	5111
FRIDAY	S CALAVERAS PL	TAM O'SHANTER ST	N CUL-DE-SAC	DRIVER 2	0.08	5112
FRIDAY	S DEL NORTE AVE	E ST ANDREWS ST	N CUL-DE-SAC	DRIVER 2	0.21	5113
FRIDAY	E MAIDSTONE ST	S PARCO AVE	S DEL NORTE AVE	DRIVER 2	0.09	5114
FRIDAY	S MILDRED PL	E MAIDSTONE ST	N CUL-DE-SAC	DRIVER 2	0.05	5115
FRIDAY	S MILDRED PL	E ST ANDREWS ST	N CUL-DE-SAC	DRIVER 2	0.10	5116
FRIDAY	E ST ANDREWS ST	S WALKER AVE	S DEL NORTE AVE	DRIVER 2	0.34	5117
FRIDAY	TAM O'SHANTER ST	S WALKER AVE	S PARCO AVE	DRIVER 2	0.24	5118
FRIDAY	S SANDPIPER PL	TAM O'SHANTER ST	E BERMUDA DUNES ST	DRIVER 2	0.05	5119
FRIDAY	S LASSEN AVE	TAM O'SHANTER ST	E BERMUDA DUNES ST	DRIVER 2	0.05	5120
FRIDAY	E BERMUDA DUNES ST	S LASSEN AVE	S SANDPIPER PL	DRIVER 2	0.13	5121
FRIDAY	E HAZELTINE ST	S LASSEN AVE	S SANDPIPER AVE	DRIVER 2	0.14	5122
FRIDAY	S LASSEN AVE	E ST ANDREWS ST	E HAZELTINE ST	DRIVER 2	0.07	5123
FRIDAY	S SANDPIPER AVE	E ST ANDREWS ST	E HAZELTINE ST	DRIVER 2	0.07	5124
FRIDAY	IMPERIAL PL	E ST ANDREWS ST	N CUL-DE-SAC	DRIVER 2	0.02	5125
FRIDAY	E DEERFIELD ST	S LASSEN AVE	S PARCO AVE	DRIVER 2	0.19	5126
FRIDAY	S LASSEN AVE	E COTTONWOOD ST	E DEERFIELD ST	DRIVER 2	0.14	5127
FRIDAY	E COTTONWOOD ST	S WALKER AVE	S AMADOR AVE	DRIVER 2	0.46	5128
FRIDAY	SANDPIPER AVE	E COTTONWOOD ST	E DEERFIELD ST	DRIVER 2	0.16	5129
FRIDAY	DORAL CT	E CUL-DE-SAC	S SANDPIPER AVE	DRIVER 2	0.09	5130
FRIDAY	E MERION CT	E CUL-DE-SAC	S SANDPIPER AVE	DRIVER 2	0.09	5131
FRIDAY	E ST ANDREWS ST	E CUL-DE-SAC	S GROVE AVE	DRIVER 2	0.10	5132
FRIDAY	E DEERFIELD CT	E CUL-DE-SAC	S GROVE AVE	DRIVER 2	0.12	5133
FRIDAY	S AMADOR AVE	E COTTONWOOD ST	E DEERFIELD ST	DRIVER 2	0.16	5134
FRIDAY	DORAL CT	E CUL-DE-SAC	S AMADOR AVE	DRIVER 2	0.08	5135
FRIDAY	E MERION CT	E CUL-DE-SAC	S AMADOR AVE	DRIVER 2	0.05	5136
FRIDAY	S DEL NORTE PL	E COTTONWOOD ST	N CUL-DE-SAC	DRIVER 2	0.06	5137
FRIDAY	S MILDRED PL	E COTTONWOOD ST	N CUL-DE-SAC	DRIVER 2	0.06	5138
FRIDAY	S MAIDSTONE ST	S AUGUSTA AVE	S WALKER AVE	DRIVER 2	0.05	5139

FRIDAY	S AUGUSTA AVE	TAM O'SHANTER ST	E BERMUDA DUNES ST	DRIVER 2	0.06	5140
FRIDAY	E BERMUDA DUNES ST	S CASTLE HARBOUR PL	S AUGUSTA AVE	DRIVER 2	0.16	5141
FRIDAY	TAM O'SHANTER ST	S CASTLE HARBOUR PL	S AUGUSTA AVE	DRIVER 2	0.16	5142
FRIDAY	S CASTLE HARBOUR PL	TAM O'SHANTER ST	E BERMUDA DUNES ST	DRIVER 2	0.05	5143
FRIDAY	S MAIDSTONE ST	S BAKER AVE	S CASTLE HARBOUR AVE	DRIVER 2	0.02	5144

Zone #59B

Contract Name: Ontario, CA Estimated Completion Time: 00:58 Minutes 01:12 Hours Leaf Season)

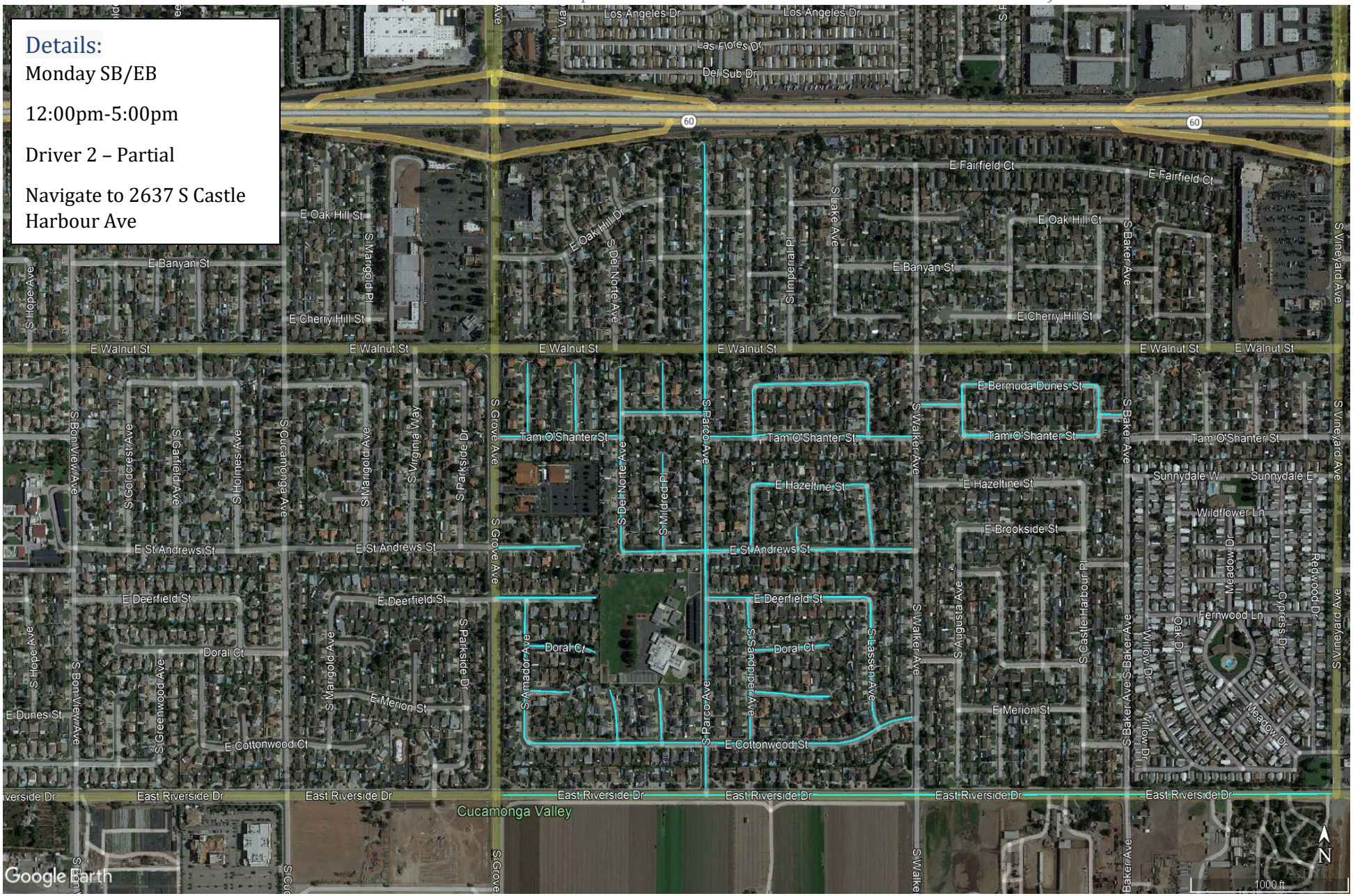
Details:

Monday SB/EB

12:00pm-5:00pm

Driver 2 – Partial

Navigate to 2637 S Castle Harbour Ave



Zone #59B

Contract Name: Ontario, CA Estimated Completion Time: 00:58 Minutes 01:12 Hours Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
Monday	E RIVERSIDE DR	S GROVE AVE	S VINYARD AVE	DRIVER 2	0.99	5074
Monday	S PARCO AVE	N CUL-DE-SAC	EAST RIVERSIDE DR	DRIVER 2	0.72	5101
Monday	TAM O'SHANTER ST	S GROVE AVE	S DEL NORTE AVE	DRIVER 2	0.14	5110
Monday	S AMADOR PL	N CUL-DE-SAC	TAM O'SHANTER ST	DRIVER 2	0.08	5111
Monday	S CALAVERAS PL	N CUL-DE-SAC	TAM O'SHANTER ST	DRIVER 2	0.08	5112
Monday	S DEL NORTE AVE	N CUL-DE-SAC	E ST ANDREWS ST	DRIVER 2	0.21	5113
Monday	E MAIDSTONE ST	S DEL NORTE AVE	S PARCO AVE	DRIVER 2	0.09	5114
Monday	S MILDRED PL	N CUL-DE-SAC	E MAIDSTONE ST	DRIVER 2	0.05	5115
Monday	S MILDRED PL	N CUL-DE-SAC	E ST ANDREWS ST	DRIVER 2	0.10	5116
Monday	E ST ANDREWS ST	S DEL NORTE AVE	S WALKER AVE	DRIVER 2	0.34	5117
Monday	TAM O'SHANTER ST	S PARCO AVE	S WALKER AVE	DRIVER 2	0.24	5118
Monday	S SANDPIPER PL	E BERMUDA DUNES ST	TAM O'SHANTER ST	DRIVER 2	0.05	5119
Monday	S LASSEN AVE	E BERMUDA DUNES ST	TAM O'SHANTER ST	DRIVER 2	0.05	5120
Monday	E BERMUDA DUNES ST	S SANDPIPER PL	S LASSEN AVE	DRIVER 2	0.13	5121
Monday	E HAZELTINE ST	S SANDPIPER AVE	S LASSEN AVE	DRIVER 2	0.14	5122
Monday	S LASSEN AVE	E HAZELTINE ST	E ST ANDREWS ST	DRIVER 2	0.07	5123
Monday	S SANDPIPER AVE	E HAZELTINE ST	E ST ANDREWS ST	DRIVER 2	0.07	5124
Monday	IMPERIAL PL	N CUL-DE-SAC	E ST ANDREWS ST	DRIVER 2	0.02	5125
Monday	E DEERFIELD ST	S PARCO AVE	S LASSEN AVE	DRIVER 2	0.19	5126
Monday	S LASSEN AVE	E DEERFIELD ST	E COTTONWOOD ST	DRIVER 2	0.14	5127
Monday	E COTTONWOOD ST	S AMADOR AVE	S WALKER AVE	DRIVER 2	0.46	5128
Monday	SANDPIPER AVE	E DEERFIELD ST	E COTTONWOOD ST	DRIVER 2	0.16	5129
Monday	DORAL CT	S SANDPIPER AVE	E CUL-DE-SAC	DRIVER 2	0.09	5130
Monday	E MERION CT	S SANDPIPER AVE	E CUL-DE-SAC	DRIVER 2	0.09	5131
Monday	E ST ANDREWS ST	S GROVE AVE	E CUL-DE-SAC	DRIVER 2	0.10	5132
Monday	E DEERFIELD CT	S GROVE AVE	E CUL-DE-SAC	DRIVER 2	0.12	5133
Monday	S AMADOR AVE	E DEERFIELD ST	E COTTONWOOD ST	DRIVER 2	0.16	5134
Monday	DORAL CT	S AMADOR AVE	E CUL-DE-SAC	DRIVER 2	0.08	5135
Monday	E MERION CT	S AMADOR AVE	E CUL-DE-SAC	DRIVER 2	0.05	5136
Monday	S DEL NORTE PL	N CUL-DE-SAC	E COTTONWOOD ST	DRIVER 2	0.06	5137
Monday	S MILDRED PL	N CUL-DE-SAC	E COTTONWOOD ST	DRIVER 2	0.06	5138
Monday	S MAIDSTONE ST	S WALKER AVE	S AUGUSTA AVE	DRIVER 2	0.05	5139
Monday	S AUGUSTA AVE	E BERMUDA DUNES ST	TAM O'SHANTER ST	DRIVER 2	0.06	5140
Monday	E BERMUDA DUNES ST	S AUGUSTA AVE	S CASTLE HARBOUR PL	DRIVER 2	0.16	5141
Monday	TAM O'SHANTER ST	S AUGUSTA AVE	S CASTLE HARBOUR PL	DRIVER 2	0.16	5142
Monday	S CASTLE HARBOUR PL	E BERMUDA DUNES ST	TAM O'SHANTER ST	DRIVER 2	0.05	5143
Monday	S MAIDSTONE ST	S CASTLE HARBOUR AVE	S BAKER AVE	DRIVER 2	0.02	5144
FRIDAY	S AUGUSTA AVE	TAM O'SHANTER ST	E BERMUDA DUNES ST	DRIVER 2	0.06	5140
FRIDAY	E BERMUDA DUNES ST	S CASTLE HARBOUR PL	S AUGUSTA AVE	DRIVER 2	0.16	5141
FRIDAY	TAM O'SHANTER ST	S CASTLE HARBOUR PL	S AUGUSTA AVE	DRIVER 2	0.16	5142
FRIDAY	S CASTLE HARBOUR PL	TAM O'SHANTER ST	E BERMUDA DUNES ST	DRIVER 2	0.05	5143
FRIDAY	S MAIDSTONE ST	S BAKER AVE	S CASTLE HARBOUR AVE	DRIVER 2	0.02	5144

Zone #60

Contract Name: Ontario, CA Estimated Completion Time: 00:59 Minutes 01:14 Hours Leaf Season)

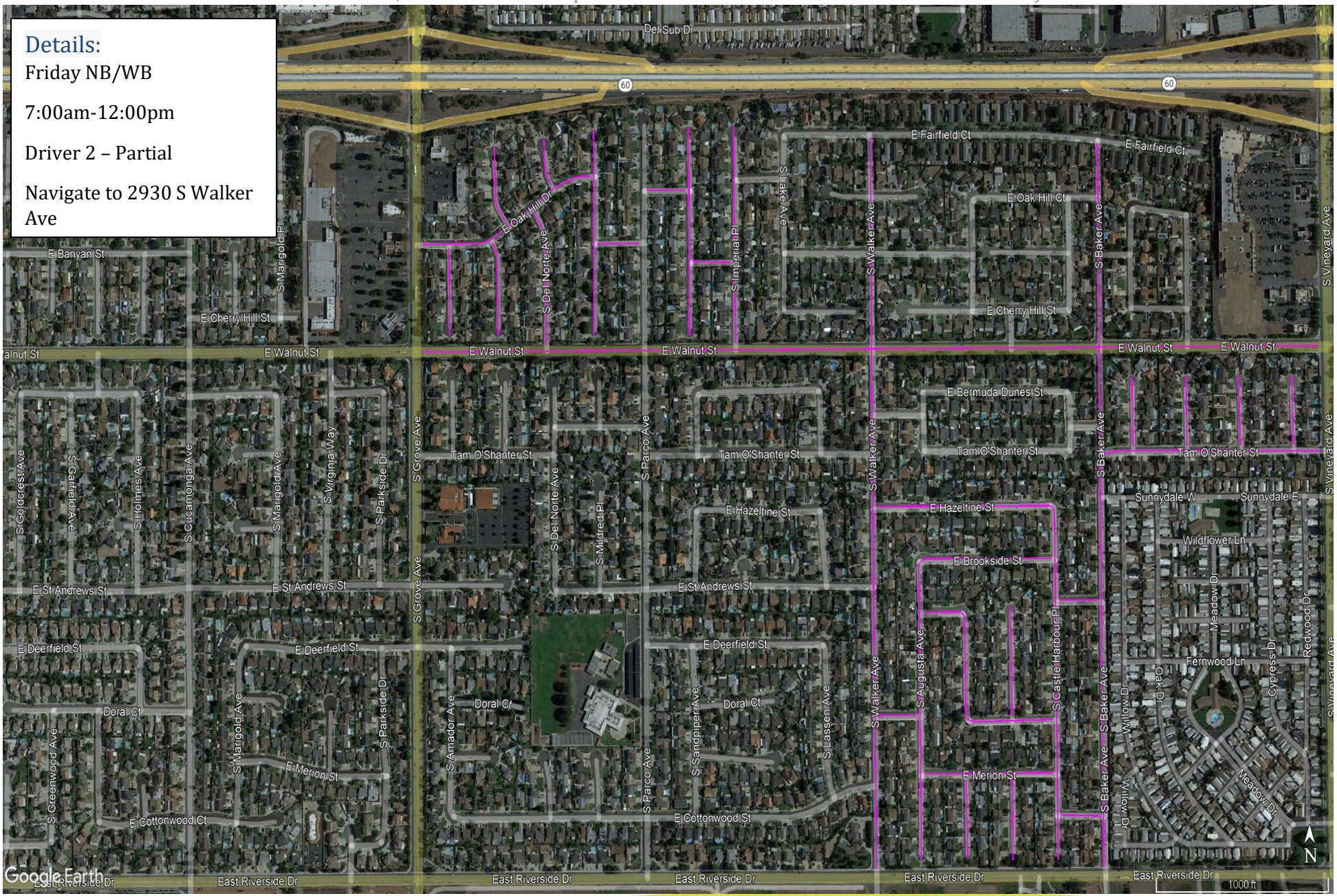
Details:

Friday NB/WB

7:00am-12:00pm

Driver 2 – Partial

Navigate to 2930 S Walker Ave



District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
FRIDAY	E WALNUT ST	S VINEYARD AVE	S GROVE AVE	DRIVER 2	0.98	5077
FRIDAY	E OAK HILL ST	S SANDPIPER PL	S PARCO AVE	DRIVER 2	0.04	5092
FRIDAY	E OAK HILL DR	S MILDRED PL	S GROVE AVE	DRIVER 2	0.20	5093
FRIDAY	S CALAVERAS PL	E OAK HILL CT	N CUL-DE-SAC	DRIVER 2	0.08	5094
FRIDAY	S DEL NORTE PL	E OAK HILL CT	N CUL-DE-SAC	DRIVER 2	0.05	5095
FRIDAY	S AMADOR PL	S CUL-DE-SAC	E OAK HILL DR	DRIVER 2	0.08	5096
FRIDAY	S CALAVERAS PL	S CUL-DE-SAC	E OAK HILL DR	DRIVER 2	0.09	5097
FRIDAY	S DEL NORTE AVE	E WALNUT ST	E OAK HILL DR	DRIVER 2	0.13	5098
FRIDAY	S MILDRED PL	S CUL-DE-SAC	N CUL-DE-SAC	DRIVER 2	0.19	5099
FRIDAY	E BANYAN ST	S PARCO AVE	S MILDRED PL	DRIVER 2	0.05	5100
FRIDAY	S SANDPIPER PL	S CUL-DE-SAC	N CUL-DE-SAC	DRIVER 2	0.20	5102
FRIDAY	E BANYAN ST	S IMPERIAL PL	S SANDPIPER PL	DRIVER 2	0.04	5103
FRIDAY	S IMPERIAL PL	E WALNUT ST	N CUL-DE-SAC	DRIVER 2	0.21	5104
FRIDAY	S WALKER AVE	EAST RIVERSIDE DR	E FAIRFIELD CT	DRIVER 2	0.69	5105
FRIDAY	S BAKER AVE	EAST RIVERSIDE DR	E FAIRFIELD CT	DRIVER 2	0.69	5106
FRIDAY	E HAZELTINE ST	S CASTLE HARBOUR PL	S WALKER AVE	DRIVER 2	0.19	5145
FRIDAY	S CASTLE HARBOUR PL	S CUL-DE-SAC	E HAZELTINE ST	DRIVER 2	0.33	5146
FRIDAY	E BROOKSIDE ST	S CASTLE HARBOUR PL	S AUGUSTA AVE	DRIVER 2	0.14	5147
FRIDAY	S AUGUSTA AVE	S CUL-DE-SAC	E BROOKSIDE ST	DRIVER 2	0.28	5148
FRIDAY	DORAL ST	S AUGUSTA AVE	S WALKER AVE	DRIVER 2	0.04	5149
FRIDAY	E ST ANDREWS ST	S CASCADES TRL	S AUGUSTA AVE	DRIVER 2	0.04	5150
FRIDAY	E ST ANDREWS ST	S BAKER AVE	S CASTLE HARBOUR AVE	DRIVER 2	0.04	5151
FRIDAY	COTTONWOOD ST	S BAKER AVE	S CASTLE HARBOUR AVE	DRIVER 2	0.04	5152
FRIDAY	E MERION ST	S CASTLE HARBOUR PL	S AUGUSTA AVE	DRIVER 2	0.14	5153
FRIDAY	S MEADOWBROOK PL	S CUL-DE-SAC	E MERION ST	DRIVER 2	0.08	5154
FRIDAY	S PINEHURST CT	S CUL-DE-SAC	E MERION ST	DRIVER 2	0.08	5155
FRIDAY	E CASCADES TRL	S CASTLE HARBOUR PL	S CASCADES TRL	DRIVER 2	0.09	5156
FRIDAY	S CASCADES TRL	E CASCADES TRL	E ST ANDREWS ST	DRIVER 2	0.10	5157
FRIDAY	S MEADOWBROOK PL	E CASCADES TRL	N CUL-DE-SAC	DRIVER 2	0.10	5158
FRIDAY	TAM O'SHANTER ST	S VINEYARD AVE	S BAKER AVE	DRIVER 2	0.24	5159
FRIDAY	S QUAKER RIDGE PL	TAM O'SHANTER ST	N CUL-DE-SAC	DRIVER 2	0.07	5160
FRIDAY	S PRAIRIE DUNES PL	TAM O'SHANTER ST	N CUL-DE-SAC	DRIVER 2	0.07	5161
FRIDAY	S SACRAMENTO PL	TAM O'SHANTER ST	N CUL-DE-SAC	DRIVER 2	0.07	5162
FRIDAY	S SAN DIEGO AVE	TAM O'SHANTER ST	N CUL-DE-SAC	DRIVER 2	0.07	5163

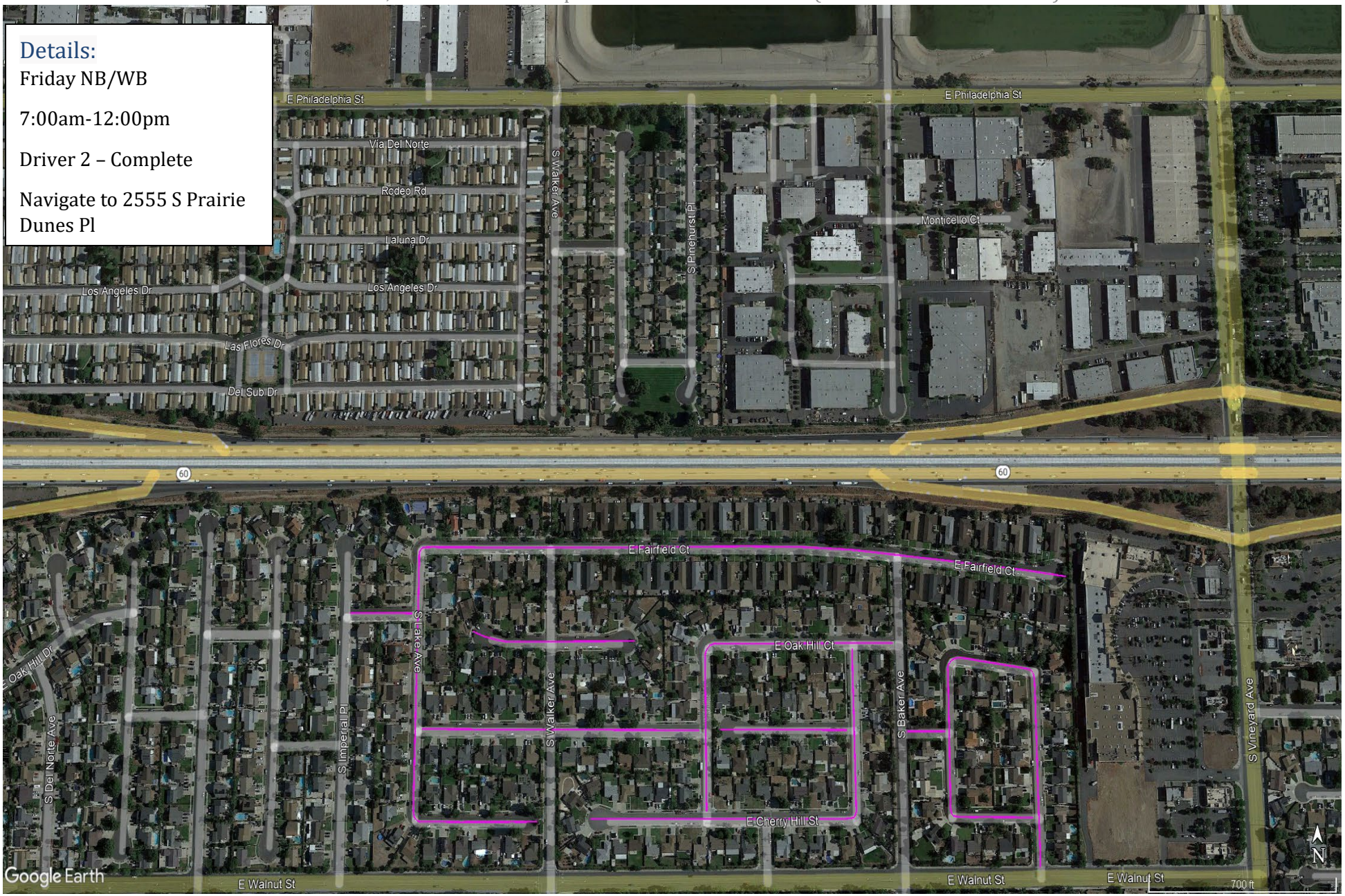
Details:

Friday NB/WB

7:00am-12:00pm

Driver 2 – Complete

Navigate to 2555 S Prairie Dunes Pl



Zone #61

Contract Name: Ontario, CA Estimated Completion Time: 00:20 Minutes (00:25 Minutes Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
FRIDAY	S PRAIRIE DUNES PL	E WALNUT ST	E OAK HILL CT	DRIVER 2	0.12	5078
FRIDAY	OAK HILL CT	S PRAIRIE DUNES PL	S QUAKER RIDGE PL	DRIVER 2	0.06	5079
FRIDAY	S QUAKER RIDGE PL	OAK HILL CT	E CHERRY HILL ST	DRIVER 2	0.10	5080
FRIDAY	E CHERRY HILL ST	S PRAIRIE DUNES PL	S QUAKER RIDGE PL	DRIVER 2	0.06	5081
FRIDAY	E BANYAN ST	S QUAKER RIDGE PL	S BAKER AVE	DRIVER 2	0.03	5082
FRIDAY	E FAIRFIELD CT	E CUL-DE-SAC	S LAKE AVE	DRIVER 2	0.47	5083
FRIDAY	S LAKE AVE	E CHERRY HILL ST	E FAIRFIELD CT	DRIVER 2	0.17	5084
FRIDAY	E CHERRY HILL ST	E CUL-DE-SAC	S LAKE AVE	DRIVER 2	0.09	5085
FRIDAY	E BANYAN ST	S PINEHURST PL	S LAKE AVE	DRIVER 2	0.20	5086
FRIDAY	E BANYAN CT	S CASTLE HARBOUR PL	W CUL-DE-SAC	DRIVER 2	0.09	5087
FRIDAY	E OAK HILL CT	S BAKER AVE	S PINEHURST PL	DRIVER 2	0.13	5088
FRIDAY	E OAK HILL CT	E CUL-DE-SAC	W CUL-DE-SAC	DRIVER 2	0.12	5090
FRIDAY	E OAK HILL ST	S LAKE AVE	S IMPERIAL PL	DRIVER 2	0.05	5091
FRIDAY	E CHERRY HILL ST	S CASTLE HARBOUR PL	W CUL-DE-SAC	DRIVER 2	0.19	5107
FRIDAY	S PINEHURST PL	E CHERRY HILL ST	E OAK HILL CT	DRIVER 2	0.10	5108
FRIDAY	S CASTLE HARBOUR PL	E CHERRY HILL ST	E OAK HILL CT	DRIVER 2	0.10	5109

Zone #61B

Contract Name: Ontario, CA Estimated Completion Time: 00:20 Minutes (00:25 Minutes Leaf Season)

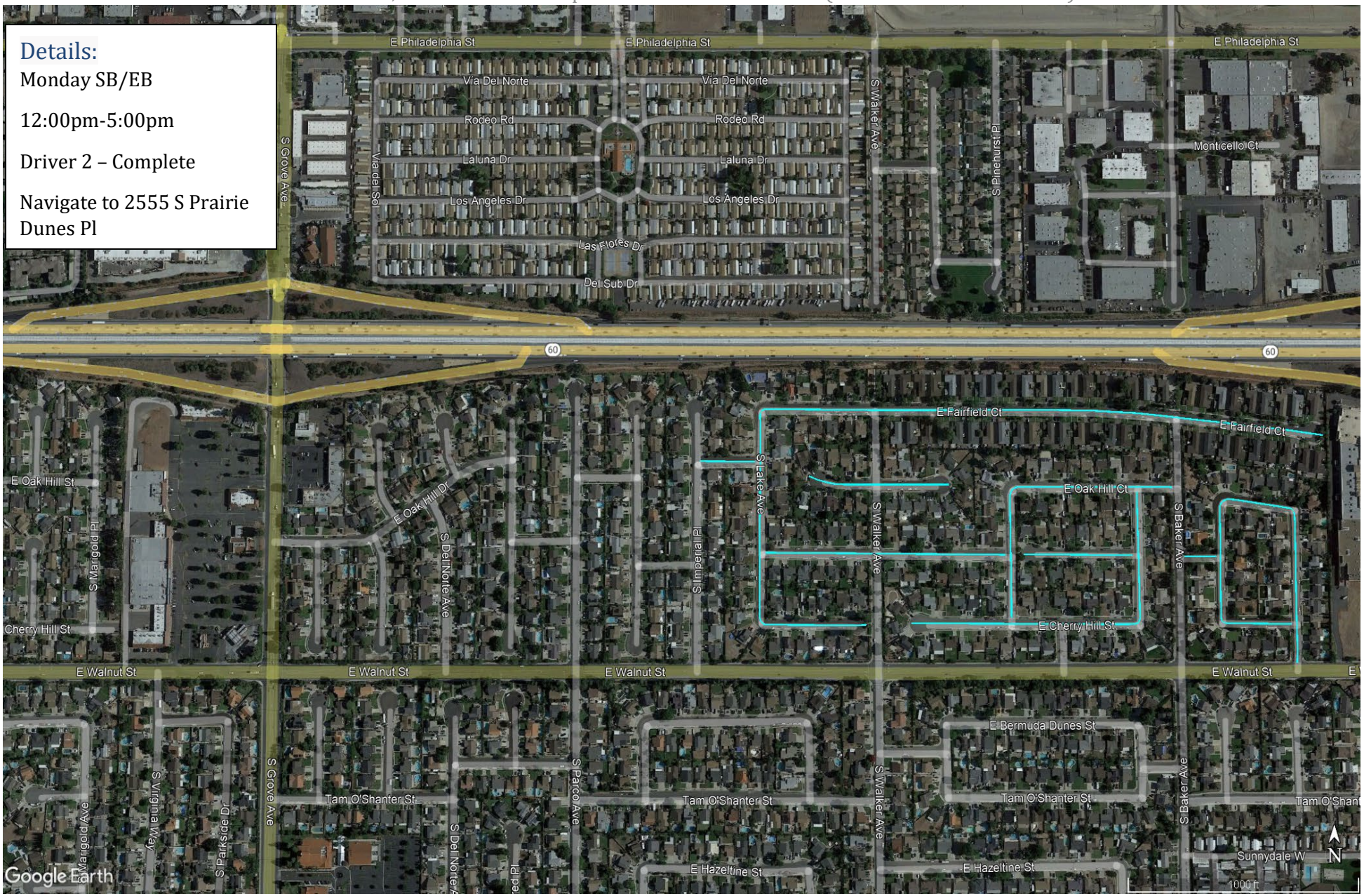
Details:

Monday SB/EB

12:00pm-5:00pm

Driver 2 – Complete

Navigate to 2555 S Prairie Dunes Pl



Zone #61B

Contract Name: Ontario, CA Estimated Completion Time: 00:20 Minutes (00:25 Minutes Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
Monday	S PRAIRIE DUNES PL	E OAK HILL CT	E WALNUT ST	DRIVER 2	0.12	5078
Monday	OAK HILL CT	S QUAKER RIDGE PL	S PRAIRIE DUNES PL	DRIVER 2	0.06	5079
Monday	S QUAKER RIDGE PL	E CHERRY HILL ST	OAK HILL CT	DRIVER 2	0.10	5080
Monday	E CHERRY HILL ST	S QUAKER RIDGE PL	S PRAIRIE DUNES PL	DRIVER 2	0.06	5081
Monday	E BANYAN ST	S BAKER AVE	S QUAKER RIDGE PL	DRIVER 2	0.03	5082
Monday	E FAIRFIELD CT	S LAKE AVE	E CUL-DE-SAC	DRIVER 2	0.47	5083
Monday	S LAKE AVE	E FAIRFIELD CT	E CHERRY HILL ST	DRIVER 2	0.17	5084
Monday	E CHERRY HILL ST	S LAKE AVE	E CUL-DE-SAC	DRIVER 2	0.09	5085
Monday	E BANYAN ST	S LAKE AVE	S PINEHURST PL	DRIVER 2	0.20	5086
Monday	E BANYAN CT	W CUL-DE-SAC	S CASTLE HARBOUR PL	DRIVER 2	0.09	5087
Monday	E OAK HILL CT	S PINEHURST PL	S BAKER AVE	DRIVER 2	0.13	5088
Monday	E OAK HILL CT	W CUL-DE-SAC	E CUL-DE-SAC	DRIVER 2	0.12	5090
Monday	E OAK HILL ST	S IMPERIAL PL	S LAKE AVE	DRIVER 2	0.05	5091
Monday	E CHERRY HILL ST	W CUL-DE-SAC	S CASTLE HARBOUR PL	DRIVER 2	0.19	5107
Monday	S PINEHURST PL	E OAK HILL CT	E CHERRY HILL ST	DRIVER 2	0.10	5108
Monday	S CASTLE HARBOUR PL	E OAK HILL CT	E CHERRY HILL ST	DRIVER 2	0.10	5109

Zone #62

Contract Name: Ontario, CA Estimated Completion Time: 00:59 Minutes (01:14 Hours Leaf Season)

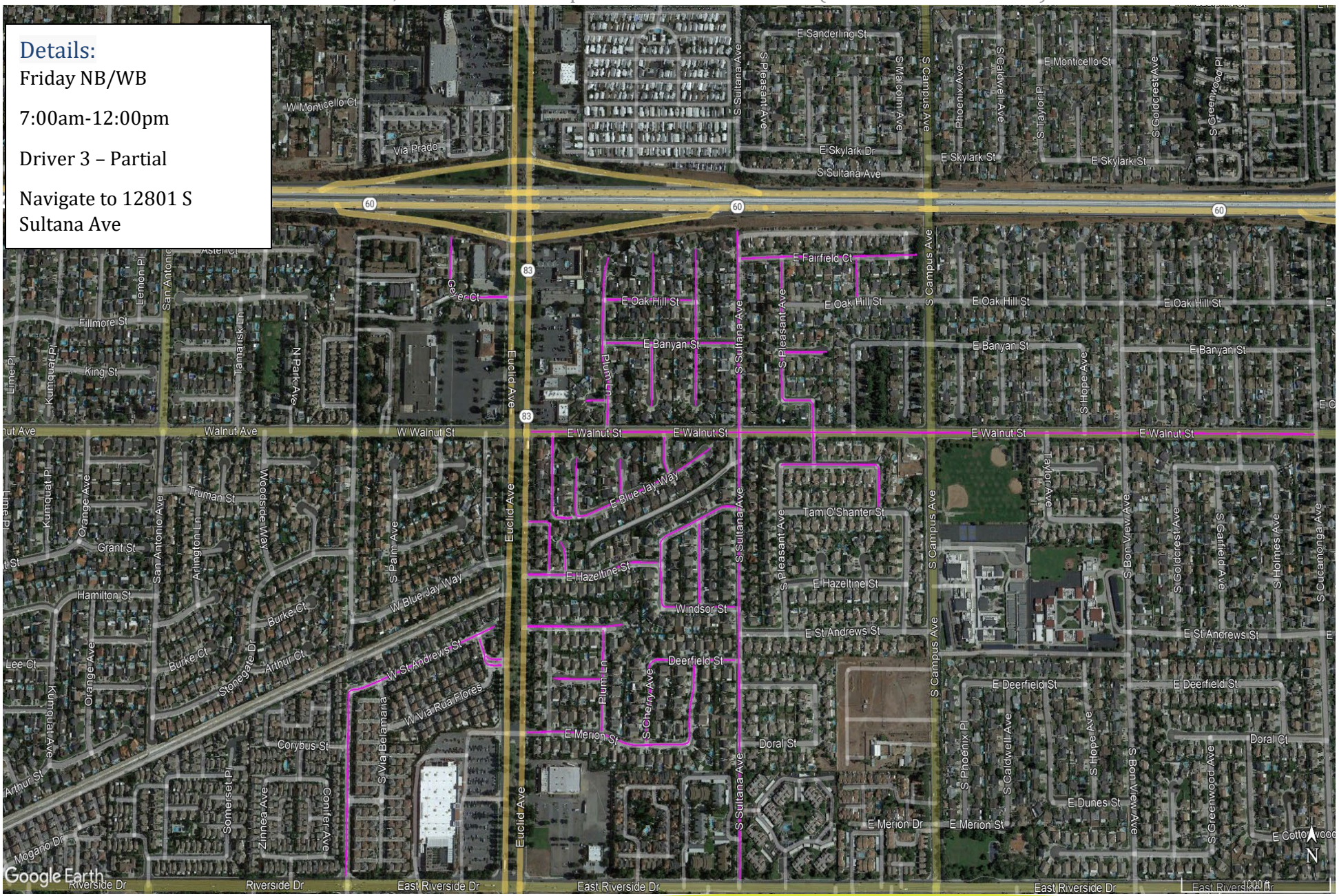
Details:

Friday NB/WB

7:00am-12:00pm

Driver 3 – Partial

Navigate to 12801 S Sultana Ave



Zone #62

Contract Name: Ontario, CA Estimated Completion Time: 00:59 Minutes (01:14 Hours Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
FRIDAY	FERN AVE	RIVERSIDE DR	W ST ANDREWS ST	DRIVER 3	0.20	5166
FRIDAY	W ST ANDREWS ST	E CUL-DE-SAC	RIVERSIDE DR	DRIVER 3	0.20	5168
FRIDAY	W ST ANDREWS ST	EUCLID AVE	W ST ANDREWS ST	DRIVER 3	0.07	5169
FRIDAY	GEYER CT	EUCLID AVE	N CUL-DE-SAC	DRIVER 3	0.14	5170
FRIDAY	E WALNUT ST	S CUCAMONGA AVE	EUCLID AVE	DRIVER 3	1.02	5171
FRIDAY	PLUM LN	E WALNUT ST	N CUL-DE-SAC	DRIVER 3	0.19	5172
FRIDAY	E CHERRY HILL ST	PLUM LN	W CUL-DE-SAC	DRIVER 3	0.02	5173
FRIDAY	E OAK HILL ST	S CONCORD PL	PLUM LN	DRIVER 3	0.11	5174
FRIDAY	S CHERRY AVE	E OAK HILL ST	N CUL-DE-SAC	DRIVER 3	0.05	5175
FRIDAY	S CONCORD PL	S CUL-DE-SAC	N CUL-DE-SAC	DRIVER 3	0.18	5176
FRIDAY	E BANYAN ST	S SULTANA AVE	PLUM LN	DRIVER 3	0.17	5177
FRIDAY	S CHERRY AVE	S CUL-DE-SAC	E BANYAN ST	DRIVER 3	0.07	5178
FRIDAY	S SULTANA AVE	EAST RIVERSIDE DR	N CUL-DE-SAC	DRIVER 3	0.72	5179
FRIDAY	E FAIRFIELD CT	E CUL-DE-SAC	S SULTANA AVE	DRIVER 3	0.23	5180
FRIDAY	MIRAMONTE AVE S	E OAK HILL ST	E FAIRFIELD CT	DRIVER 3	0.04	5181
FRIDAY	S PLEASANT AVE	E CHERRY HILL ST	E FAIRFIELD CT	DRIVER 3	0.16	5182
FRIDAY	E BANYAN ST	E CUL-DE-SAC	S PLEASANT AVE	DRIVER 3	0.06	5205
FRIDAY	E CHERRY HILL ST	S MONTEREY AVE	S PLEASANT AVE	DRIVER 3	0.04	5206
FRIDAY	S MONTEREY AVE	E BERMUDA DUNES ST	E CHERRY HILL ST	DRIVER 3	0.07	5207
FRIDAY	ALLEY	E BLUEJAY WAY	E WALNUT ST	DRIVER 3	0.11	5208
FRIDAY	E BLUEJAY WAY	E CUL-DE-SAC	S LEMON PL	DRIVER 3	0.19	5209
FRIDAY	S LEMON PL	E BLUEJAY WAY	N CUL-DE-SAC	DRIVER 3	0.06	5210
FRIDAY	S PLUM AVE	E BLUEJAY WAY	N CUL-DE-SAC	DRIVER 3	0.04	5211
FRIDAY	S CHERRY AVE	E BLUEJAY WAY	E WALNUT ST	DRIVER 3	0.04	5212
FRIDAY	ALLEY	E HAZELTINE ST	EUCLID AVE	DRIVER 3	0.08	5213
FRIDAY	E HAZELTINE ST	S CHERRY AVE	EUCLID AVE	DRIVER 3	0.17	5214
FRIDAY	LEMON PL	E HAZELTINE ST	N CUL-DE-SAC	DRIVER 3	0.03	5215
FRIDAY	S CHERRY AVE	WINDSOR ST	TAM O'SHANTER ST	DRIVER 3	0.08	5216
FRIDAY	WINDSOR ST	S SULTANA AVE	S CHERRY AVE	DRIVER 3	0.09	5217
FRIDAY	TAM O'SHANTER ST	S SULTANA AVE	S CHERRY AVE	DRIVER 3	0.10	5218
FRIDAY	S CONCORD AVE	WINDSOR ST	TAM O'SHANTER ST	DRIVER 3	0.09	5219
FRIDAY	E ST ANDREWS ST	E CUL-DE-SAC	EUCLID AVE	DRIVER 3	0.12	5220
FRIDAY	PLUM LN	E MERION ST	E ST ANDREWS ST	DRIVER 3	0.11	5221
FRIDAY	E DEERFIELD CT	PLUM LN	W CUL-DE-SAC	DRIVER 3	0.06	5222
FRIDAY	E MERION ST	S CONCORD AVE	EUCLID AVE	DRIVER 3	0.21	5223
FRIDAY	S CONCORD AVE	E MERION ST	E DEERFIELD CT	DRIVER 3	0.09	5224
FRIDAY	DEERFIELD ST	S SULTANA AVE	S CHERRY AVE	DRIVER 3	0.11	5225
FRIDAY	S CHERRY AVE	E MERION ST	DEERFIELD ST	DRIVER 3	0.09	5226
FRIDAY	TAM O'SHANTER ST	S MALCOM AVE	S PLEASANT AVE	DRIVER 3	0.16	5233
FRIDAY	S MALCOM AVE	TAM O'SHANTER ST	E BERMUDA DUNES ST	DRIVER 3	0.05	5234
FRIDAY	E BERMUDA DUNES ST	S MALCOM AVE	S PLEASANT AVE	DRIVER 3	0.12	5235

Zone #62B

Contract Name: Ontario, CA Estimated Completion Time: 00:59 Minutes (01:14 Hours Leaf Season)

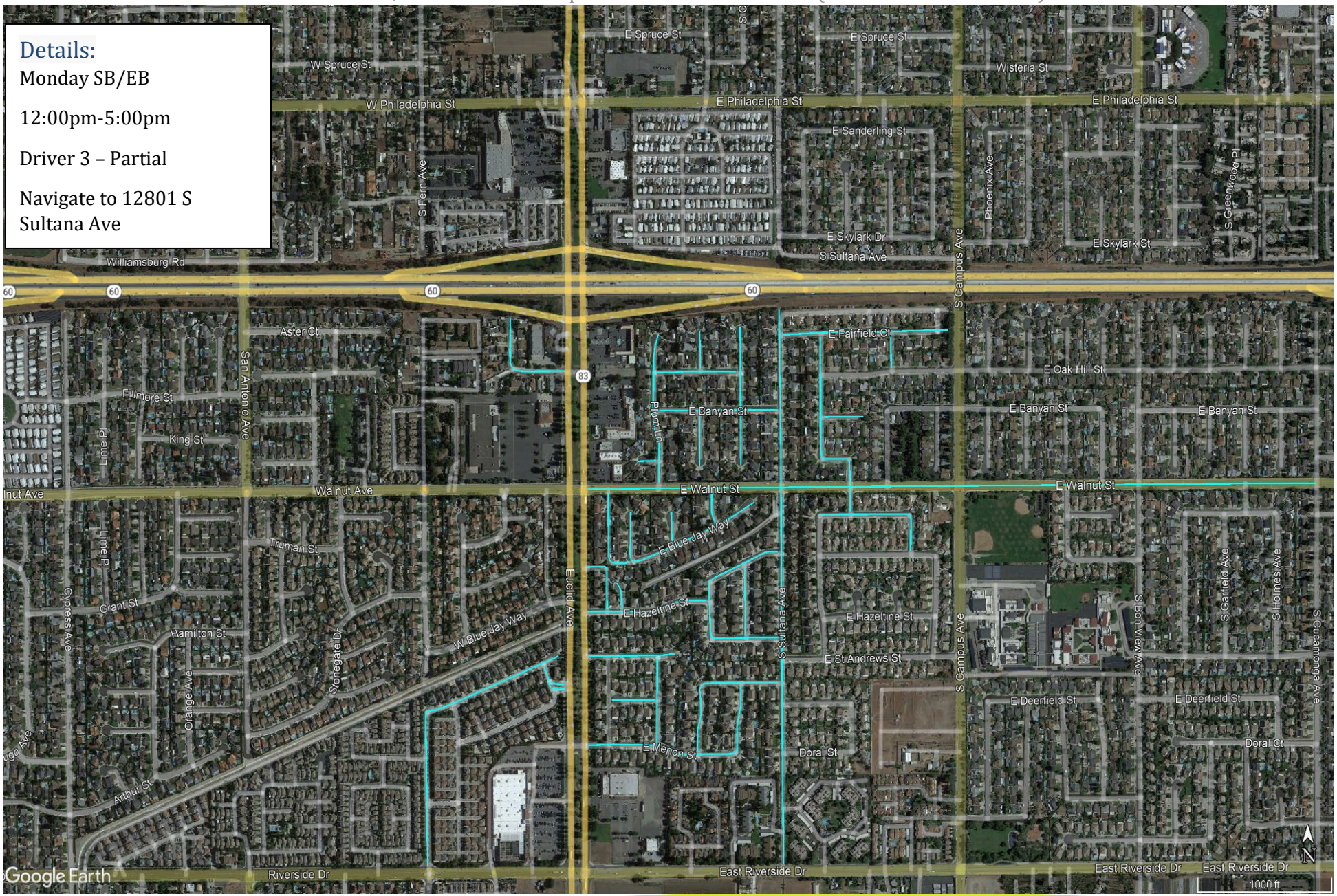
Details:

Monday SB/EB

12:00pm-5:00pm

Driver 3 – Partial

Navigate to 12801 S Sultana Ave



Zone #62B

Contract Name: Ontario, CA Estimated Completion Time: 00:59 Minutes (01:14 Hours Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
Monday	FERN AVE	W ST ANDREWS ST	RIVERSIDE DR	DRIVER 3	0.20	5166
Monday	W ST ANDREWS ST	RIVERSIDE DR	E CUL-DE-SAC	DRIVER 3	0.20	5168
Monday	W ST ANDREWS ST	W ST ANDREWS ST	EUCLID AVE	DRIVER 3	0.07	5169
Monday	GEYER CT	N CUL-DE-SAC	EUCLID AVE	DRIVER 3	0.14	5170
Monday	E WALNUT ST	EUCLID AVE	S CUCAMONGA AVE	DRIVER 3	1.02	5171
Monday	PLUM LN	N CUL-DE-SAC	E WALNUT ST	DRIVER 3	0.19	5172
Monday	E CHERRY HILL ST	W CUL-DE-SAC	PLUM LN	DRIVER 3	0.02	5173
Monday	E OAK HILL ST	PLUM LN	S CONCORD PL	DRIVER 3	0.11	5174
Monday	S CHERRY AVE	N CUL-DE-SAC	E OAK HILL ST	DRIVER 3	0.05	5175
Monday	S CONCORD PL	N CUL-DE-SAC	S CUL-DE-SAC	DRIVER 3	0.18	5176
Monday	E BANYAN ST	PLUM LN	S SULTANA AVE	DRIVER 3	0.17	5177
Monday	S CHERRY AVE	E BANYAN ST	S CUL-DE-SAC	DRIVER 3	0.07	5178
Monday	S SULTANA AVE	N CUL-DE-SAC	EAST RIVERSIDE DR	DRIVER 3	0.72	5179
Monday	E FAIRFIELD CT	S SULTANA AVE	E CUL-DE-SAC	DRIVER 3	0.23	5180
Monday	MIRAMONTE AVE S	E FAIRFIELD CT	E OAK HILL ST	DRIVER 3	0.04	5181
Monday	S PLEASANT AVE	E FAIRFIELD CT	E CHERRY HILL ST	DRIVER 3	0.16	5182
Monday	E BANYAN ST	S PLEASANT AVE	E CUL-DE-SAC	DRIVER 3	0.06	5205
Monday	E CHERRY HILL ST	S PLEASANT AVE	S MONTEREY AVE	DRIVER 3	0.04	5206
Monday	S MONTEREY AVE	E CHERRY HILL ST	E BERMUDA DUNES ST	DRIVER 3	0.07	5207
Monday	ALLEY	E WALNUT ST	E BLUEJAY WAY	DRIVER 3	0.11	5208
Monday	E BLUEJAY WAY	S LEMON PL	E CUL-DE-SAC	DRIVER 3	0.19	5209
Monday	S LEMON PL	N CUL-DE-SAC	E BLUEJAY WAY	DRIVER 3	0.06	5210
Monday	S PLUM AVE	N CUL-DE-SAC	E BLUEJAY WAY	DRIVER 3	0.04	5211
Monday	S CHERRY AVE	E WALNUT ST	E BLUEJAY WAY	DRIVER 3	0.04	5212
Monday	ALLEY	EUCLID AVE	E HAZELTINE ST	DRIVER 3	0.08	5213
Monday	E HAZELTINE ST	EUCLID AVE	S CHERRY AVE	DRIVER 3	0.17	5214
Monday	LEMON PL	N CUL-DE-SAC	E HAZELTINE ST	DRIVER 3	0.03	5215
Monday	S CHERRY AVE	TAM O'SHANTER ST	WINDSOR ST	DRIVER 3	0.08	5216
Monday	WINDSOR ST	S CHERRY AVE	S SULTANA AVE	DRIVER 3	0.09	5217
Monday	TAM O'SHANTER ST	S CHERRY AVE	S SULTANA AVE	DRIVER 3	0.10	5218
Monday	S CONCORD AVE	TAM O'SHANTER ST	WINDSOR ST	DRIVER 3	0.09	5219
Monday	E ST ANDREWS ST	EUCLID AVE	E CUL-DE-SAC	DRIVER 3	0.12	5220
Monday	PLUM LN	E ST ANDREWS ST	E MERION ST	DRIVER 3	0.11	5221
Monday	E DEERFIELD CT	W CUL-DE-SAC	PLUM LN	DRIVER 3	0.06	5222
Monday	E MERION ST	EUCLID AVE	S CONCORD AVE	DRIVER 3	0.21	5223
Monday	S CONCORD AVE	E DEERFIELD CT	E MERION ST	DRIVER 3	0.09	5224
Monday	DEERFIELD ST	S CHERRY AVE	S SULTANA AVE	DRIVER 3	0.11	5225
Monday	S CHERRY AVE	DEERFIELD ST	E MERION ST	DRIVER 3	0.09	5226
Monday	TAM O'SHANTER ST	S PLEASANT AVE	S MALCOM AVE	DRIVER 3	0.16	5233
Monday	S MALCOM AVE	E BERMUDA DUNES ST	TAM O'SHANTER ST	DRIVER 3	0.05	5234
Monday	E BERMUDA DUNES ST	S PLEASANT AVE	S MALCOM AVE	DRIVER 3	0.12	5235

Zone #63

Contract Name: Ontario, CA Estimated Completion Time: 00:54 Minutes (01:08 Hours Leaf Season)

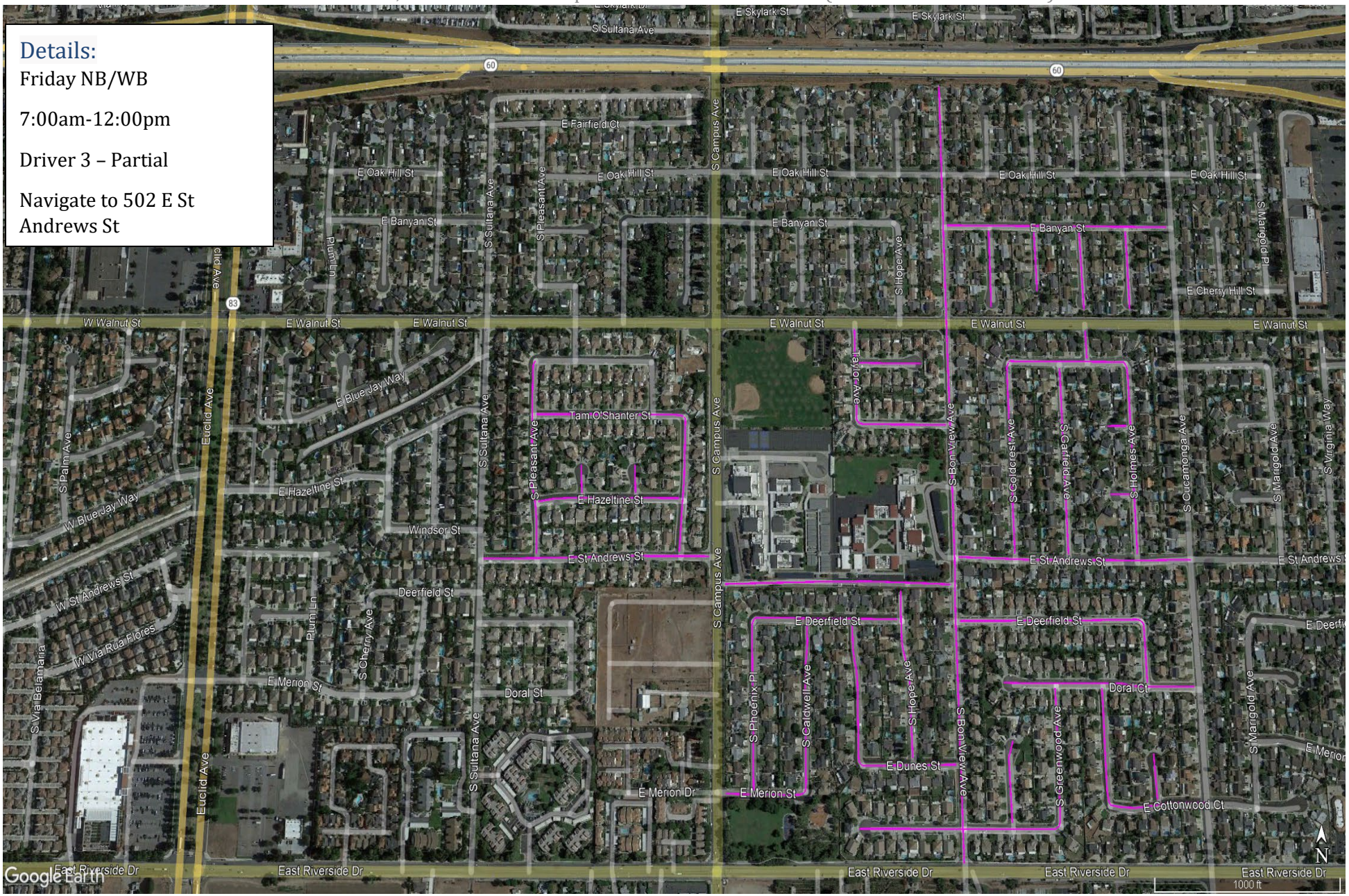
Details:

Friday NB/WB

7:00am-12:00pm

Driver 3 – Partial

Navigate to 502 E St Andrews St



Zone #63

Contract Name: Ontario, CA Estimated Completion Time: 00:54 Minutes (01:08 Hours Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
FRIDAY	E BANYAN ST	S CUCAMONGA AVE	S BON VIEW AVE	DRIVER 3	0.24	5185
FRIDAY	S BON VIEW AVE	EAST RIVERSIDE DR	N CUL-DE-SAC	DRIVER 3	0.73	5186
FRIDAY	S GOLDCREST PL	S CUL-DE-SAC	E BANYAN ST	DRIVER 3	0.08	5199
FRIDAY	S GREENWOOD PL	S CUL-DE-SAC	E BANYAN ST	DRIVER 3	0.06	5200
FRIDAY	S GARFIELD PL	S CUL-DE-SAC	E BANYAN ST	DRIVER 3	0.08	5201
FRIDAY	S HOLMES PL	S CUL-DE-SAC	E BANYAN ST	DRIVER 3	0.08	5202
FRIDAY	E ST ANDREWS ST	S CAMPUS AVE	S SULTANA AVE	DRIVER 3	0.24	5227
FRIDAY	S PLEASANT AVE	E ST ANDREWS ST	E BERMUDA DUNES ST	DRIVER 3	0.18	5228
FRIDAY	S MALCOM AVE	E ST ANDREWS ST	TAM O'SHANTER ST	DRIVER 3	0.13	5229
FRIDAY	E HAZELTINE ST	S MALCOM AVE	S PLEASANT AVE	DRIVER 3	0.15	5230
FRIDAY	S MONTEREY PL	E HAZELTINE ST	N CUL-DE-SAC	DRIVER 3	0.03	5231
FRIDAY	MIRAMONTE PL	E HAZELTINE ST	N CUL-DE-SAC	DRIVER 3	0.03	5232
FRIDAY	TAM O'SHANTER ST	S BON VIEW AVE	TAYLOR AVE	DRIVER 3	0.10	5236
FRIDAY	E BERMUDA DUNES CT	E CUL-DE-SAC	TAYLOR AVE	DRIVER 3	0.07	5237
FRIDAY	TAYLOR AVE	TAM O'SHANTER ST	E WALNUT ST	DRIVER 3	0.09	5238
FRIDAY	S HOPE AVE	E DUNES ST	N TERMINUS	DRIVER 3	0.15	5239
FRIDAY	E DUNES ST	S BON VIEW AVE	TAYLOR AVE	DRIVER 3	0.10	5240
FRIDAY	TAYLOR AVE	E DUNES ST	E DEERFIELD ST	DRIVER 3	0.12	5241
FRIDAY	E DEERFIELD ST	S HOPE AVE	S PHOENIX PL	DRIVER 3	0.15	5242
FRIDAY	S PHOENIX PL	E MERION ST	E DEERFIELD ST	DRIVER 3	0.15	5243
FRIDAY	E MERION ST	S CALDWELL AVE	S CAMPUS AVE	DRIVER 3	0.08	5244
FRIDAY	S CALDWELL AVE	E MERION ST	E DEERFIELD ST	DRIVER 3	0.15	5245
FRIDAY	UNNAMED	S BON VIEW AVE	S CAMPUS AVE	DRIVER 3	0.24	5246
FRIDAY	COTTONWOOD ST	S GREENWOOD AVE	W CUL-DE-SAC	DRIVER 3	0.21	5247
FRIDAY	S GOLDCREST PL	E COTTONWOOD ST	N CUL-DE-SAC	DRIVER 3	0.07	5248
FRIDAY	E COTTONWOOD ST	S CUCAMONGA AVE	S GARFIELD AVE	DRIVER 3	0.10	5249
FRIDAY	S HOLMES PL	E COTTONWOOD ST	N CUL-DE-SAC	DRIVER 3	0.04	5250
FRIDAY	S GARFIELD AVE	E COTTONWOOD ST	DORAL CT	DRIVER 3	0.10	5251
FRIDAY	S GREENWOOD AVE	E COTTONWOOD ST	DORAL CT	DRIVER 3	0.12	5252
FRIDAY	DORAL CT	S CUCAMONGA AVE	W CUL-DE-SAC	DRIVER 3	0.20	5253
FRIDAY	HOLMES AVE	DORAL CT	E DEERFIELD ST	DRIVER 3	0.06	5254
FRIDAY	E DEERFIELD ST	HOLMES AVE	S BON VIEW AVE	DRIVER 3	0.19	5255
FRIDAY	E ST ANDREWS ST	S CUCAMONGA AVE	S BON VIEW AVE	DRIVER 3	0.25	5256
FRIDAY	S GOLDCREST AVE	E ST ANDREWS ST	E BERMUDA DUNES ST	DRIVER 3	0.18	5257
FRIDAY	S GARFIELD AVE	E ST ANDREWS ST	E BERMUDA DUNES ST	DRIVER 3	0.18	5258
FRIDAY	S HOLMES AVE	E ST ANDREWS ST	E BERMUDA DUNES ST	DRIVER 3	0.18	5259
FRIDAY	E TAM O'SHANTER CT	S HOLMES AVE	W CUL-DE-SAC	DRIVER 3	0.02	5260
FRIDAY	E HAZELTINE CT	S HOLMES AVE	W CUL-DE-SAC	DRIVER 3	0.02	5261
FRIDAY	E BERMUDA DUNES ST	S HOLMES AVE	S GOLDCREST AVE	DRIVER 3	0.13	5262
FRIDAY	S GARFIELD AVE	E BERMUDA DUNES ST	E WALNUT ST	DRIVER 3	0.03	5263

Zone #63B

Contract Name: Ontario, CA Estimated Completion Time: 00:54 Minutes (01:08 Hours Leaf Season)

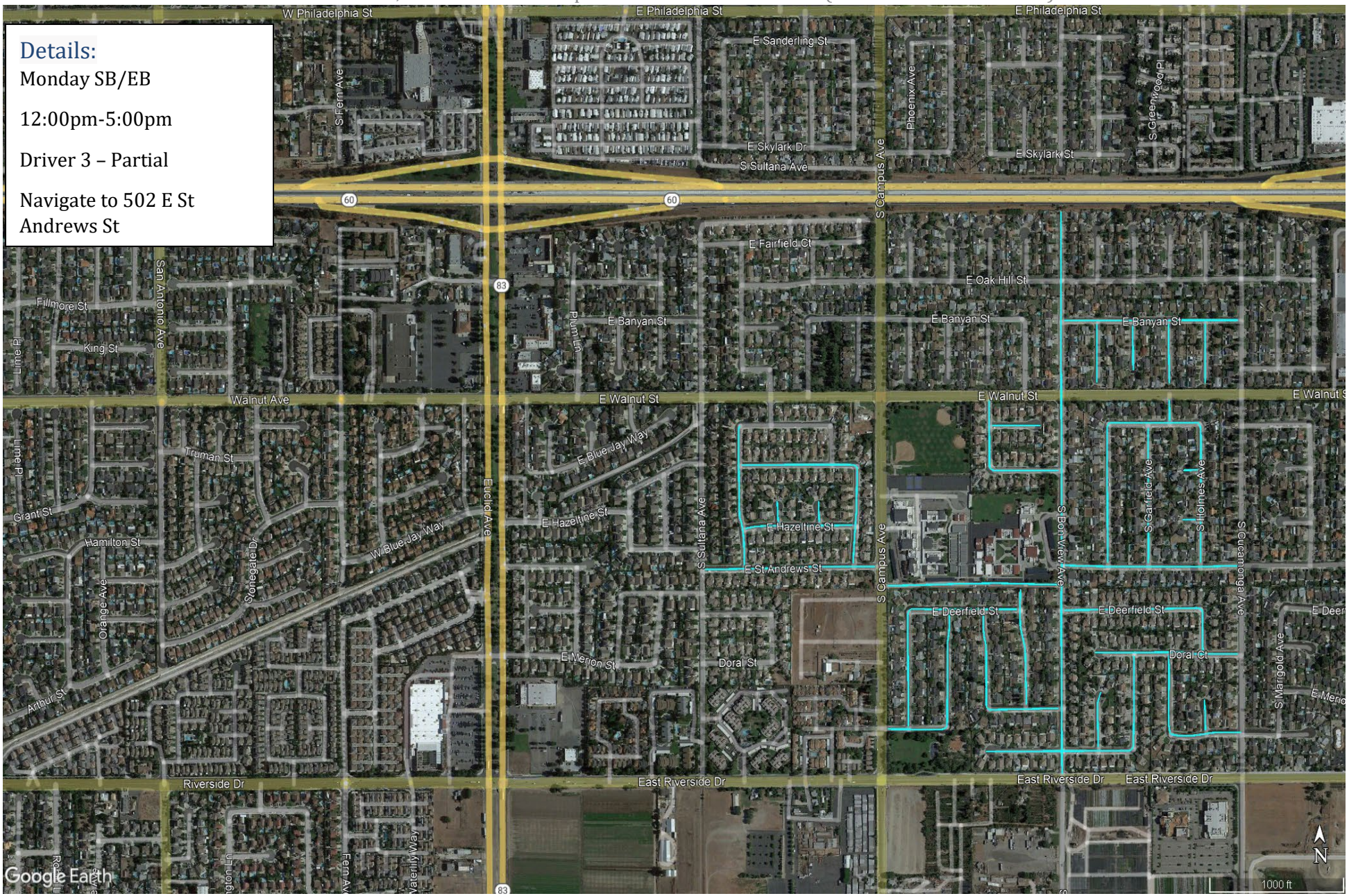
Details:

Monday SB/EB

12:00pm-5:00pm

Driver 3 – Partial

Navigate to 502 E St Andrews St



Zone #63B

Contract Name: Ontario, CA Estimated Completion Time: 00:54 Minutes (01:08 Hours Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
Monday	E BANYAN ST	S BON VIEW AVE	S CUCAMONGA AVE	DRIVER 3	0.24	5185
Monday	S BON VIEW AVE	N CUL-DE-SAC	EAST RIVERSIDE DR	DRIVER 3	0.73	5186
Monday	S GOLDCREST PL	E BANYAN ST	S CUL-DE-SAC	DRIVER 3	0.08	5199
Monday	S GREENWOOD PL	E BANYAN ST	S CUL-DE-SAC	DRIVER 3	0.06	5200
Monday	S GARFIELD PL	E BANYAN ST	S CUL-DE-SAC	DRIVER 3	0.08	5201
Monday	S HOLMES PL	E BANYAN ST	S CUL-DE-SAC	DRIVER 3	0.08	5202
Monday	E ST ANDREWS ST	S SULTANA AVE	S CAMPUS AVE	DRIVER 3	0.24	5227
Monday	S PLEASANT AVE	E BERMUDA DUNES ST	E ST ANDREWS ST	DRIVER 3	0.18	5228
Monday	S MALCOM AVE	TAM O'SHANTER ST	E ST ANDREWS ST	DRIVER 3	0.13	5229
Monday	E HAZELTINE ST	S PLEASANT AVE	S MALCOM AVE	DRIVER 3	0.15	5230
Monday	S MONTEREY PL	N CUL-DE-SAC	E HAZELTINE ST	DRIVER 3	0.03	5231
Monday	MIRAMONTE PL	N CUL-DE-SAC	E HAZELTINE ST	DRIVER 3	0.03	5232
Monday	TAM O'SHANTER ST	TAYLOR AVE	S BON VIEW AVE	DRIVER 3	0.10	5236
Monday	E BERMUDA DUNES CT	TAYLOR AVE	E CUL-DE-SAC	DRIVER 3	0.07	5237
Monday	TAYLOR AVE	E WALNUT ST	TAM O'SHANTER ST	DRIVER 3	0.09	5238
Monday	S HOPE AVE	N TERMINUS	E DUNES ST	DRIVER 3	0.15	5239
Monday	E DUNES ST	TAYLOR AVE	S BON VIEW AVE	DRIVER 3	0.10	5240
Monday	TAYLOR AVE	E DEERFIELD ST	E DUNES ST	DRIVER 3	0.12	5241
Monday	E DEERFIELD ST	S PHOENIX PL	S HOPE AVE	DRIVER 3	0.15	5242
Monday	S PHOENIX PL	E DEERFIELD ST	E MERION ST	DRIVER 3	0.15	5243
Monday	E MERION ST	S CAMPUS AVE	S CALDWELL AVE	DRIVER 3	0.08	5244
Monday	S CALDWELL AVE	E DEERFIELD ST	E MERION ST	DRIVER 3	0.15	5245
Monday	UNNAMED	S CAMPUS AVE	S BON VIEW AVE	DRIVER 3	0.24	5246
Monday	COTTONWOOD ST	W CUL-DE-SAC	S GREENWOOD AVE	DRIVER 3	0.21	5247
Monday	S GOLDCREST PL	N CUL-DE-SAC	E COTTONWOOD ST	DRIVER 3	0.07	5248
Monday	E COTTONWOOD ST	S GARFIELD AVE	S CUCAMONGA AVE	DRIVER 3	0.10	5249
Monday	S HOLMES PL	N CUL-DE-SAC	E COTTONWOOD ST	DRIVER 3	0.04	5250
Monday	S GARFIELD AVE	DORAL CT	E COTTONWOOD ST	DRIVER 3	0.10	5251
Monday	S GREENWOOD AVE	DORAL CT	E COTTONWOOD ST	DRIVER 3	0.12	5252
Monday	DORAL CT	W CUL-DE-SAC	S CUCAMONGA AVE	DRIVER 3	0.20	5253
Monday	HOLMES AVE	E DEERFIELD ST	DORAL CT	DRIVER 3	0.06	5254
Monday	E DEERFIELD ST	S BON VIEW AVE	HOLMES AVE	DRIVER 3	0.19	5255
Monday	E ST ANDREWS ST	S BON VIEW AVE	S CUCAMONGA AVE	DRIVER 3	0.25	5256
Monday	S GOLDCREST AVE	E BERMUDA DUNES ST	E ST ANDREWS ST	DRIVER 3	0.18	5257
Monday	S GARFIELD AVE	E BERMUDA DUNES ST	E ST ANDREWS ST	DRIVER 3	0.18	5258
Monday	S HOLMES AVE	E BERMUDA DUNES ST	E ST ANDREWS ST	DRIVER 3	0.18	5259
Monday	E TAM O'SHANTER CT	W CUL-DE-SAC	S HOLMES AVE	DRIVER 3	0.02	5260
Monday	E HAZELTINE CT	W CUL-DE-SAC	S HOLMES AVE	DRIVER 3	0.02	5261
Monday	E BERMUDA DUNES ST	S GOLDCREST AVE	S HOLMES AVE	DRIVER 3	0.13	5262
Monday	S GARFIELD AVE	E WALNUT ST	E BERMUDA DUNES ST	DRIVER 3	0.03	5263

Zone #64

Contract Name: Ontario, CA Estimated Completion Time: 00:20 Minutes (00:20 Minutes Leaf Season)

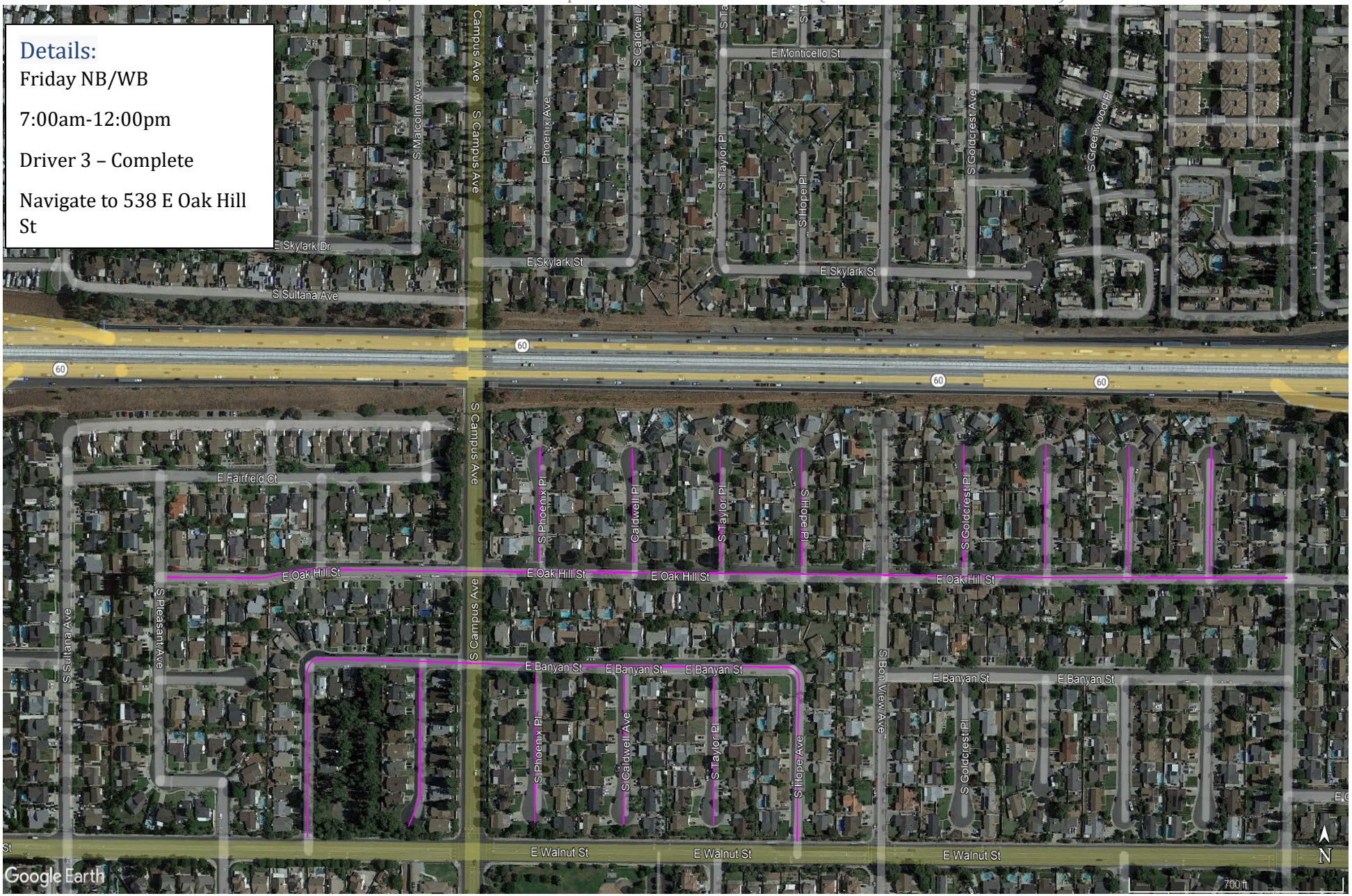
Details:

Friday NB/WB

7:00am-12:00pm

Driver 3 – Complete

Navigate to 538 E Oak Hill St



Zone #64

Contract Name: Ontario, CA Estimated Completion Time: 00:20 Minutes (00:20 Minutes Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
FRIDAY	E OAK HILL ST	S CUCAMONGA AVE	S PLEASANT AVE	DRIVER 3	0.69	5183
FRIDAY	E BANYAN ST	S HOPE AVE	MIRAMONTE AVE S	DRIVER 3	0.30	5184
FRIDAY	S HOLMES PL	E OAK HILL ST	N CUL-DE-SAC	DRIVER 3	0.07	5187
FRIDAY	S GARFIELD PL	E OAK HILL ST	N CUL-DE-SAC	DRIVER 3	0.07	5188
FRIDAY	S GREENWOOD PL	E OAK HILL ST	N CUL-DE-SAC	DRIVER 3	0.07	5189
FRIDAY	S GOLDCREST PL	E OAK HILL ST	N CUL-DE-SAC	DRIVER 3	0.07	5190
FRIDAY	S HOPE PL	E OAK HILL ST	N CUL-DE-SAC	DRIVER 3	0.06	5191
FRIDAY	S TAYLOR PL	E OAK HILL ST	N CUL-DE-SAC	DRIVER 3	0.06	5192
FRIDAY	CALDWELL PL	E OAK HILL ST	N CUL-DE-SAC	DRIVER 3	0.06	5193
FRIDAY	S PHOENIX PL	E OAK HILL ST	N CUL-DE-SAC	DRIVER 3	0.06	5194
FRIDAY	S MALCOM AVE	S CUL-DE-SAC	E BANYAN ST	DRIVER 3	0.09	5195
FRIDAY	S PHOENIX PL	S CUL-DE-SAC	E BANYAN ST	DRIVER 3	0.08	5196
FRIDAY	S CALDWELL AVE	S CUL-DE-SAC	E BANYAN ST	DRIVER 3	0.08	5197
FRIDAY	S TAYLOR PL	S CUL-DE-SAC	E BANYAN ST	DRIVER 3	0.08	5198
FRIDAY	S HOPE AVE	E WALNUT ST	E BANYAN ST	DRIVER 3	0.09	5203
FRIDAY	MIRAMONTE AVE S	E WALNUT ST	E BANYAN ST	DRIVER 3	0.09	5204

Zone #64B

Contract Name: Ontario, CA Estimated Completion Time: 00:20 Minutes (00:20 Minutes Leaf Season)

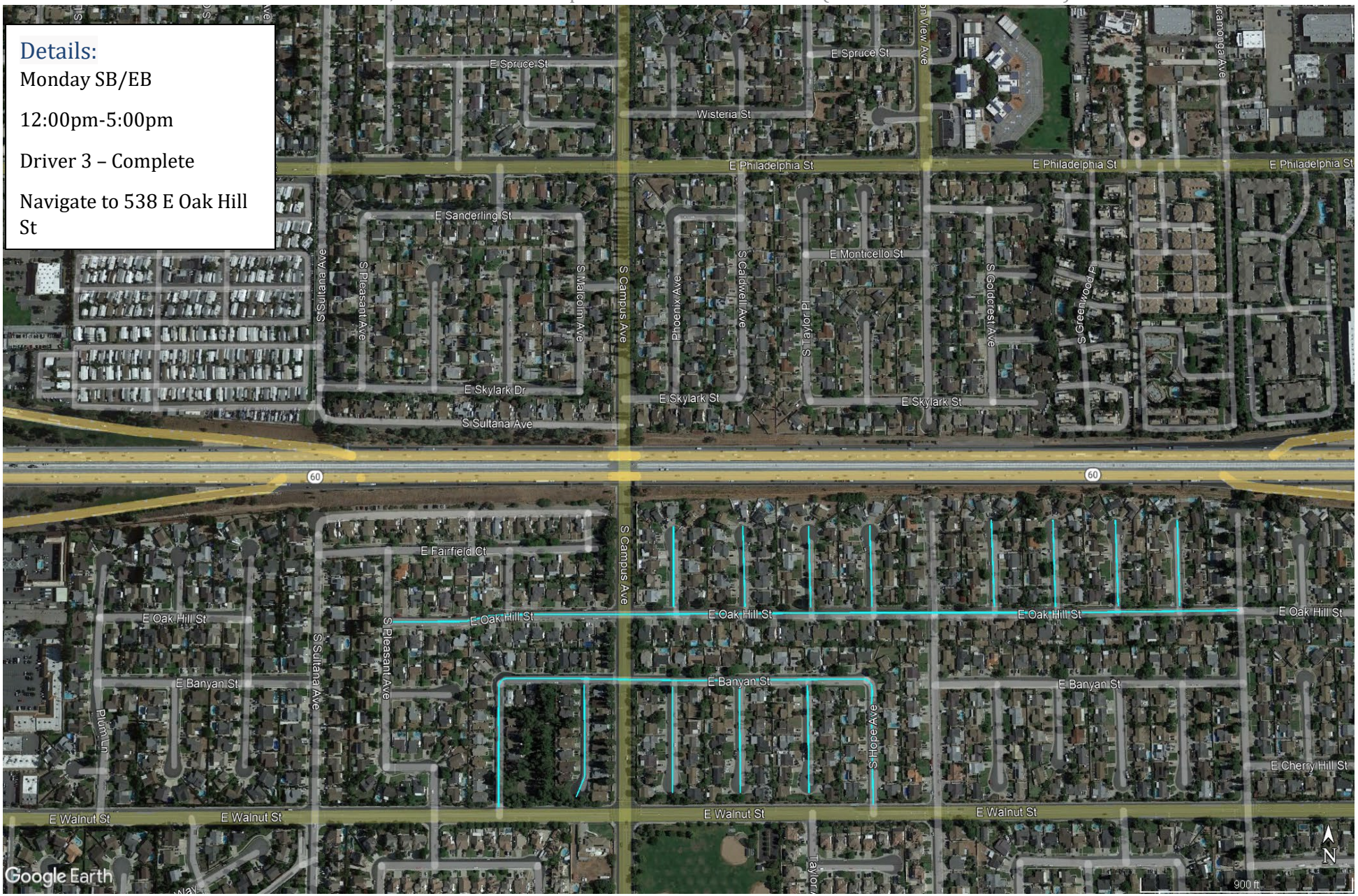
Details:

Monday SB/EB

12:00pm-5:00pm

Driver 3 – Complete

Navigate to 538 E Oak Hill St



Contract Name: Ontario, CA Estimated Completion Time: 00:20 Minutes (00:20 Minutes Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
Monday	E OAK HILL ST	S PLEASANT AVE	S CUCAMONGA AVE	DRIVER 3	0.69	5183
Monday	E BANYAN ST	MIRAMONTE AVE S	S HOPE AVE	DRIVER 3	0.30	5184
Monday	S HOLMES PL	N CUL-DE-SAC	E OAK HILL ST	DRIVER 3	0.07	5187
Monday	S GARFIELD PL	N CUL-DE-SAC	E OAK HILL ST	DRIVER 3	0.07	5188
Monday	S GREENWOOD PL	N CUL-DE-SAC	E OAK HILL ST	DRIVER 3	0.07	5189
Monday	S GOLDCREST PL	N CUL-DE-SAC	E OAK HILL ST	DRIVER 3	0.07	5190
Monday	S HOPE PL	N CUL-DE-SAC	E OAK HILL ST	DRIVER 3	0.06	5191
Monday	S TAYLOR PL	N CUL-DE-SAC	E OAK HILL ST	DRIVER 3	0.06	5192
Monday	CALDWELL PL	N CUL-DE-SAC	E OAK HILL ST	DRIVER 3	0.06	5193
Monday	S PHOENIX PL	N CUL-DE-SAC	E OAK HILL ST	DRIVER 3	0.06	5194
Monday	S MALCOM AVE	E BANYAN ST	S CUL-DE-SAC	DRIVER 3	0.09	5195
Monday	S PHOENIX PL	E BANYAN ST	S CUL-DE-SAC	DRIVER 3	0.08	5196
Monday	S CALDWELL AVE	E BANYAN ST	S CUL-DE-SAC	DRIVER 3	0.08	5197
Monday	S TAYLOR PL	E BANYAN ST	S CUL-DE-SAC	DRIVER 3	0.08	5198
Monday	S HOPE AVE	E BANYAN ST	E WALNUT ST	DRIVER 3	0.09	5203
Monday	MIRAMONTE AVE S	E BANYAN ST	E WALNUT ST	DRIVER 3	0.09	5204

Zone #65

Contract Name: Ontario, CA Estimated Completion Time: 00:55 Minutes (01:09 Hours Leaf Season)

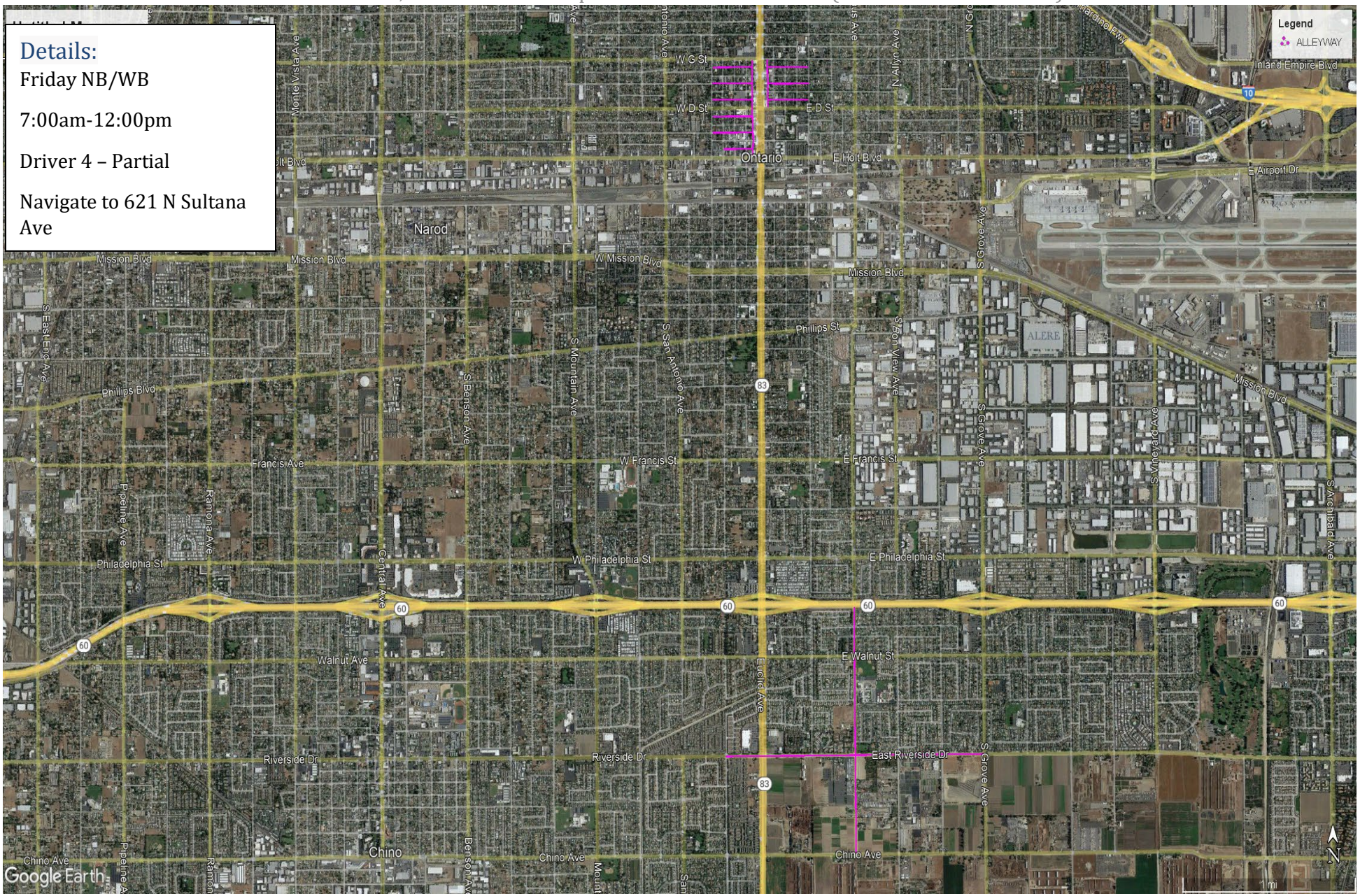
Details:

Friday NB/WB

7:00am-12:00pm

Driver 4 – Partial

Navigate to 621 N Sultana Ave



Zone #65

Contract Name: Ontario, CA Estimated Completion Time: 00:55 Minutes (01:09 Hours Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
FRIDAY	ALLEYWAY 38	ALLEYWAY 39	N VINE AVE	DRIVER 4	0.23	5500
FRIDAY	ALLEYWAY 40	ALLEYWAY 39	N FERN AVE	DRIVER 4	0.17	5502
FRIDAY	ALLEYWAY 41	ALLEYWAY 39	N VINE AVE	DRIVER 4	0.23	5503
FRIDAY	ALLEYWAY 42	ALLEYWAY 39	N VINE AVE	DRIVER 4	0.23	5504
FRIDAY	ALLEYWAY 43	ALLEWAY 39	N VINE AVE	DRIVER 4	0.23	5505
FRIDAY	ALLEYWAY 44	ALLEYWAY 39	N VINE AVE	DRIVER 4	0.23	5506
FRIDAY	ALLEYWAY 45	N SULTANA AVE	ALLEYWAY 48	DRIVER 4	0.24	5507
FRIDAY	ALLEYWAY 46	N SULTANA AVE	ALLEYWAY 48	DRIVER 4	0.24	5508
FRIDAY	ALLEYWAY 47	N SULTANA AVE	ALLEYWAY 48	DRIVER 4	0.24	5509
FRIDAY	East Riverside Dr	S Grove Ave	FERN AVE	DRIVER 4	1.51	5511
FRIDAY	S CAMPUS AVE	CHINO AVE	SR-60	DRIVER 4	1.24	5512

Zone #65B

Contract Name: Ontario, CA Estimated Completion Time: 00:55 Minutes (01:09 Hours Leaf Season)

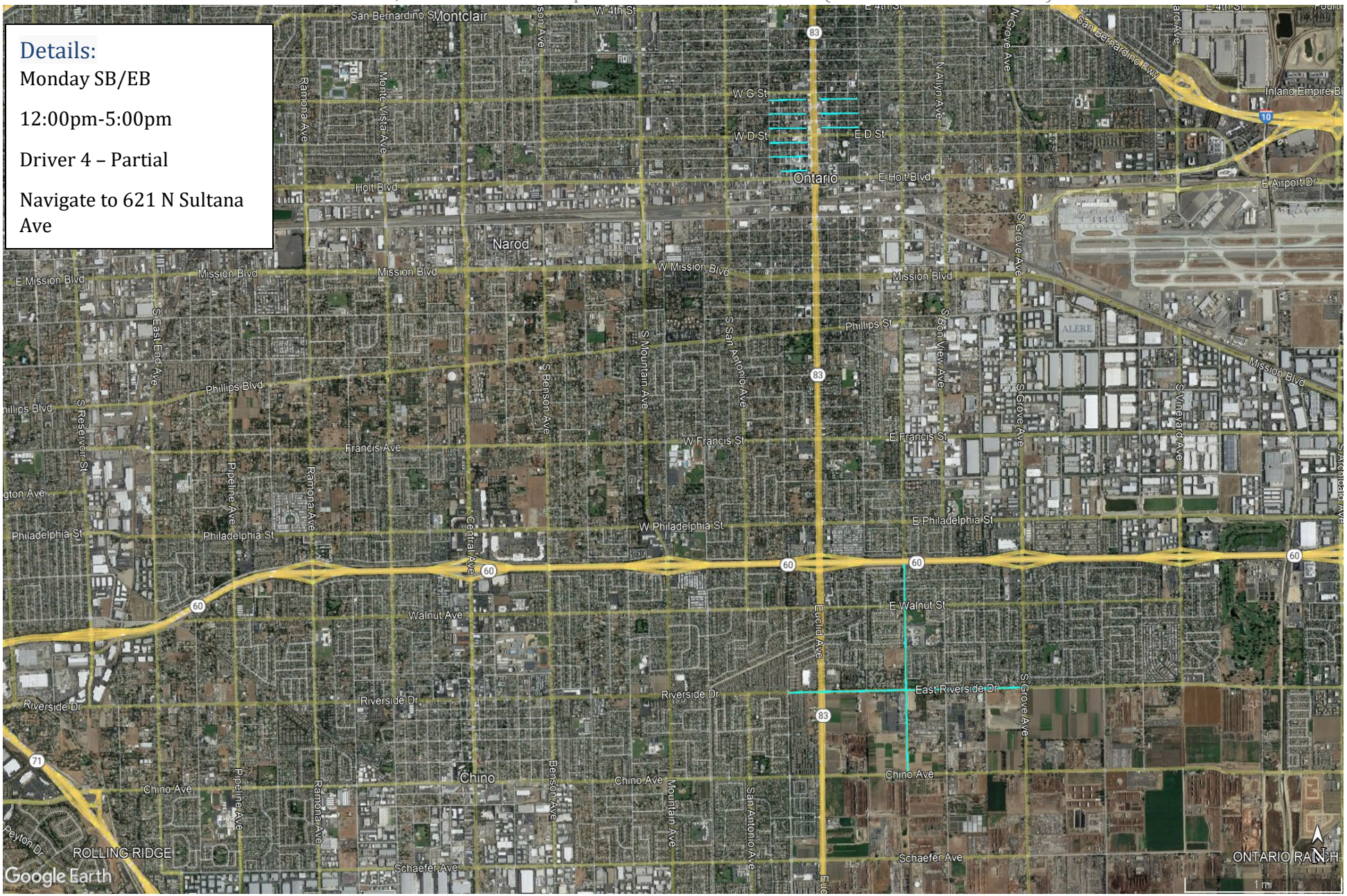
Details:

Monday SB/EB

12:00pm-5:00pm

Driver 4 – Partial

Navigate to 621 N Sultana Ave



Zone #65B

Contract Name: Ontario, CA Estimated Completion Time: 00:55 Minutes (01:09 Hours Leaf Season)

District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
Monday	ALLEYWAY 38	N VINE AVE	ALLEYWAY 39	DRIVER 4	0.23	5500
Monday	ALLEYWAY 40	N FERN AVE	ALLEYWAY 39	DRIVER 4	0.17	5502
Monday	ALLEYWAY 41	N VINE AVE	ALLEYWAY 39	DRIVER 4	0.23	5503
Monday	ALLEYWAY 42	N VINE AVE	ALLEYWAY 39	DRIVER 4	0.23	5504
Monday	ALLEYWAY 43	N VINE AVE	ALLEWAY 39	DRIVER 4	0.23	5505
Monday	ALLEYWAY 44	N VINE AVE	ALLEYWAY 39	DRIVER 4	0.23	5506
Monday	ALLEYWAY 45	ALLEYWAY 48	N SULTANA AVE	DRIVER 4	0.24	5507
Monday	ALLEYWAY 46	ALLEYWAY 48	N SULTANA AVE	DRIVER 4	0.24	5508
Monday	ALLEYWAY 47	ALLEYWAY 48	N SULTANA AVE	DRIVER 4	0.24	5509
Monday	East Riverside Dr	FERN AVE	S Grove Ave	DRIVER 4	1.51	5511
Monday	S CAMPUS AVE	SR-60	CHINO AVE	DRIVER 4	1.24	5512

Zone #66

Contract Name: Ontario, CA Estimated Completion Time: 00:47 Minutes (00:59 Minutes Leaf Season)

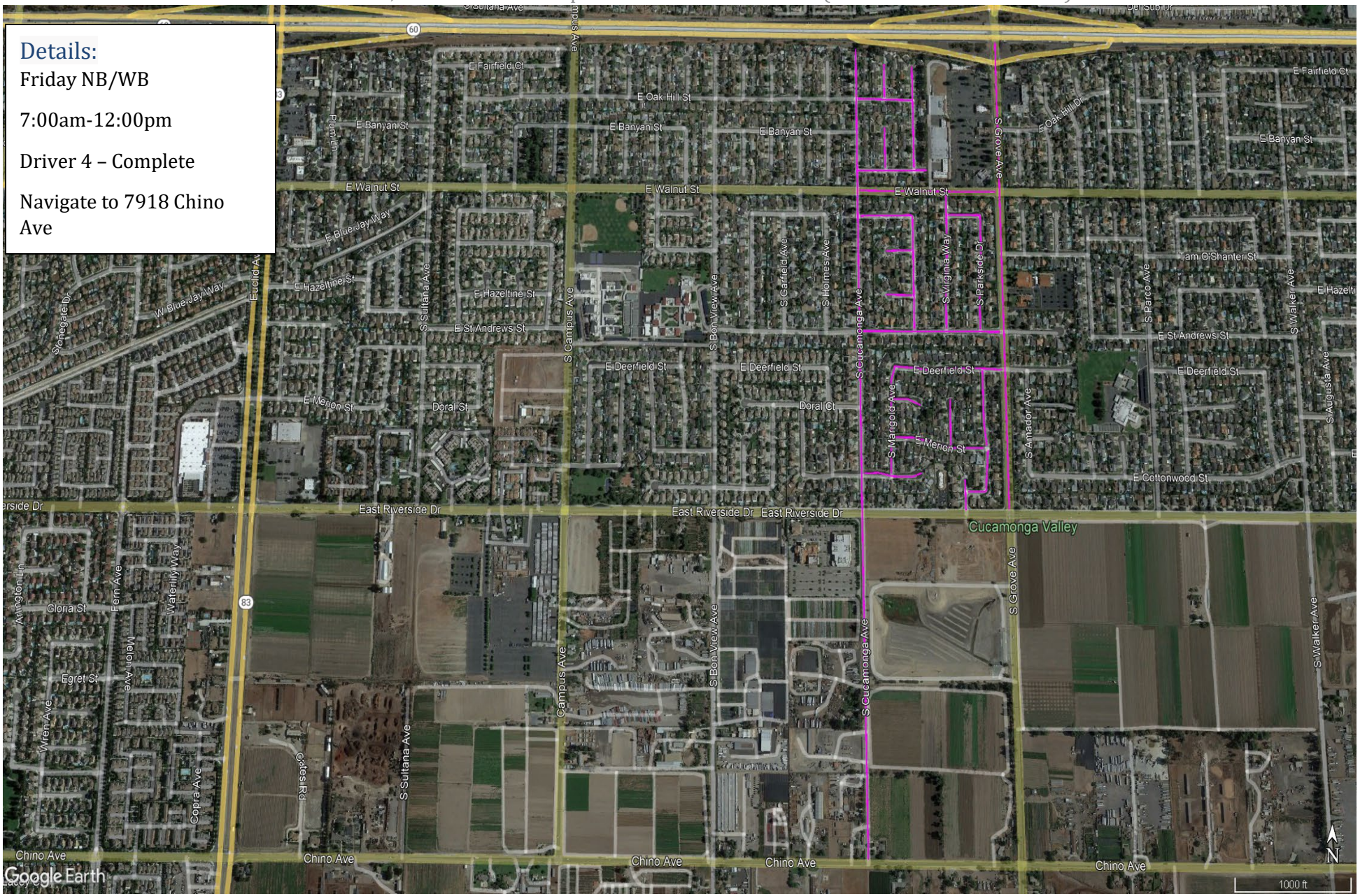
Details:

Friday NB/WB

7:00am-12:00pm

Driver 4 – Complete

Navigate to 7918 Chino Ave



District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
FRIDAY	S CUCAMONGA AVE	CHINO AVE	DEAD END	DRIVER 4	1.23	5513
FRIDAY	E OAK HILL ST	S MARIGOLD PL	S CUCAMONGA AVE	DRIVER 4	0.10	5514
FRIDAY	S RAYMOND PL	E OAK HILL ST	CUL-DA-SEC	DRIVER 4	0.05	5515
FRIDAY	E CHERRY HILL ST	DEAD END	S CUCAMONGA AVE	DRIVER 4	0.12	5516
FRIDAY	S RAYMOND PL	E CHERRY HILL ST	CUL-DA-SEC	DRIVER 4	0.07	5517
FRIDAY	S MARIGOLD PL	E CHERRY HILL ST	CUL-DA-SEC	DRIVER 4	0.17	5518
FRIDAY	E WALNUT ST	S GROVE AVE	S CUCAMONGA AVE	DRIVER 4	0.24	5519
FRIDAY	S GROVE AVE	EAST RIVERSIDE DR	SR-60	DRIVER 4	0.74	5520
FRIDAY	E BERMUDA DUNES ST	S MARIGOLD AVE	S CUCAMONGA AVE	DRIVER 4	0.09	5521
FRIDAY	S MARIGOLD AVE	E ST ANDREWS ST	E BERMUDA DUNES ST	DRIVER 4	0.18	5522
FRIDAY	E HAZELTINE CT	S MARIGOLD AVE	CUL-DA-SEC	DRIVER 4	0.05	5523
FRIDAY	E TAM O SHANTER CT	S MARIGOLD AVE	CUL-DA-SEC	DRIVER 4	0.05	5524
FRIDAY	E ST ANREWS ST	S GROVE AVE	S CUCAMONGA AVE	DRIVER 4	0.24	5525
FRIDAY	S VIRGINIA WAY	E ST ANDREWS ST	E WALNUT ST	DRIVER 4	0.21	5526
FRIDAY	S PARKSIDE DR	E ST ANDREWS ST	E BERMUDA DUNES ST	DRIVER 4	0.18	5527
FRIDAY	E BERMUDA DUNES ST	S PARKSIDE DR	S VIRGINIA WAY	DRIVER 4	0.06	5528
FRIDAY	E DEERFIELD ST	S GROVE AVE	S MARIGOLD AVE	DRIVER 4	0.19	5529
FRIDAY	S PARKSIDE DR	E MERION ST	E DEERFIELD ST	DRIVER 4	0.11	5530
FRIDAY	PARKSIDE AVE	COTTONWOOD CT	E MERION ST	DRIVER 4	0.06	5531
FRIDAY	COTTONWOOD CT	PARKSIDE AVE	VIRGINIA PL	DRIVER 4	0.03	5532
FRIDAY	VIRGINIA PL	EAST RIVERSIDE DR	CUL-DA-SEC	DRIVER 4	0.05	5533
FRIDAY	E MERION ST	S PARKSIDE DR	S MARIGOLD AVE	DRIVER 4	0.15	5534
FRIDAY	E COTTONWOOD CT	CUL-DA-SEC	S CUCAMONGA AVE	DRIVER 4	0.10	5535
FRIDAY	S MARIGOLD AVE	E COTTONWOOD CT	E DEERFIELD ST	DRIVER 4	0.17	5536
FRIDAY	DORAL CT	CUL-DA-SEC	S MARIGOLD AVE	DRIVER 4	0.05	5537
FRIDAY	S VIRGINIA PL	E MERION ST	CUL-DA-SEC	DRIVER 4	0.07	5538

Zone #66B

Contract Name: Ontario, CA Estimated Completion Time: 00:47 Minutes (00:59 Minutes Leaf Season)

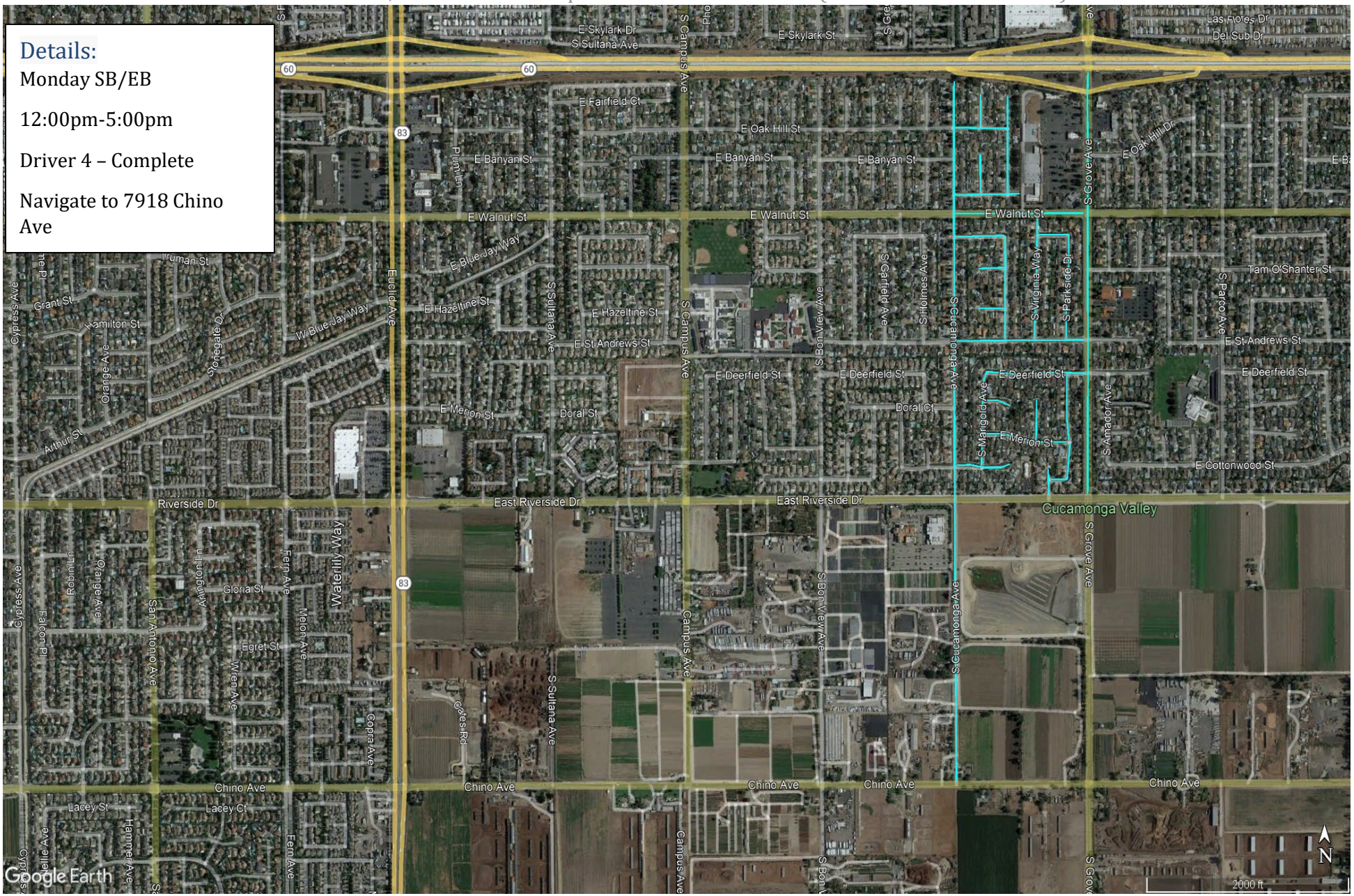
Details:

Monday SB/EB

12:00pm-5:00pm

Driver 4 – Complete

Navigate to 7918 Chino Ave



District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
Monday	S CUCAMONGA AVE	DEAD END	CHINO AVE	DRIVER 4	1.23	5513
Monday	E OAK HILL ST	S CUCAMONGA AVE	S MARIGOLD PL	DRIVER 4	0.10	5514
Monday	S RAYMOND PL	CUL-DA-SEC	E OAK HILL ST	DRIVER 4	0.05	5515
Monday	E CHERRY HILL ST	S CUCAMONGA AVE	DEAD END	DRIVER 4	0.12	5516
Monday	S RAYMOND PL	CUL-DA-SEC	E CHERRY HILL ST	DRIVER 4	0.07	5517
Monday	S MARIGOLD PL	CUL-DA-SEC	E CHERRY HILL ST	DRIVER 4	0.17	5518
Monday	E WALNUT ST	S CUCAMONGA AVE	S GROVE AVE	DRIVER 4	0.24	5519
Monday	S GROVE AVE	SR-60	EAST RIVERSIDE DR	DRIVER 4	0.74	5520
Monday	E BERMUDA DUNES ST	S CUCAMONGA AVE	S MARIGOLD AVE	DRIVER 4	0.09	5521
Monday	S MARIGOLD AVE	E BERMUDA DUNES ST	E ST ANDREWS ST	DRIVER 4	0.18	5522
Monday	E HAZELTINE CT	CUL-DA-SEC	S MARIGOLD AVE	DRIVER 4	0.05	5523
Monday	E TAM O SHANTER CT	CUL-DA-SEC	S MARIGOLD AVE	DRIVER 4	0.05	5524
Monday	E ST ANREWS ST	S CUCAMONGA AVE	S GROVE AVE	DRIVER 4	0.24	5525
Monday	S VIRGINIA WAY	E WALNUT ST	E ST ANDREWS ST	DRIVER 4	0.21	5526
Monday	S PARKSIDE DR	E BERMUDA DUNES ST	E ST ANDREWS ST	DRIVER 4	0.18	5527
Monday	E BERMUDA DUNES ST	S VIRGINIA WAY	S PARKSIDE DR	DRIVER 4	0.06	5528
Monday	E DEERFIELD ST	S MARIGOLD AVE	S GROVE AVE	DRIVER 4	0.19	5529
Monday	S PARKSIDE DR	E DEERFIELD ST	E MERION ST	DRIVER 4	0.11	5530
Monday	PARKSIDE AVE	E MERION ST	COTTONWOOD CT	DRIVER 4	0.06	5531
Monday	COTTONWOOD CT	VIRGINIA PL	PARKSIDE AVE	DRIVER 4	0.03	5532
Monday	VIRGINIA PL	CUL-DA-SEC	EAST RIVERSIDE DR	DRIVER 4	0.05	5533
Monday	E MERION ST	S MARIGOLD AVE	S PARKSIDE DR	DRIVER 4	0.15	5534
Monday	E COTTONWOOD CT	S CUCAMONGA AVE	CUL-DA-SEC	DRIVER 4	0.10	5535
Monday	S MARIGOLD AVE	E DEERFIELD ST	E COTTONWOOD CT	DRIVER 4	0.17	5536
Monday	DORAL CT	S MARIGOLD AVE	CUL-DA-SEC	DRIVER 4	0.05	5537
Monday	S VIRGINIA PL	CUL-DA-SEC	E MERION ST	DRIVER 4	0.07	5538

Zone #67

Contract Name: Ontario, CA Estimated Completion Time: 00:32 Minutes (00:40 Minutes Leaf Season)

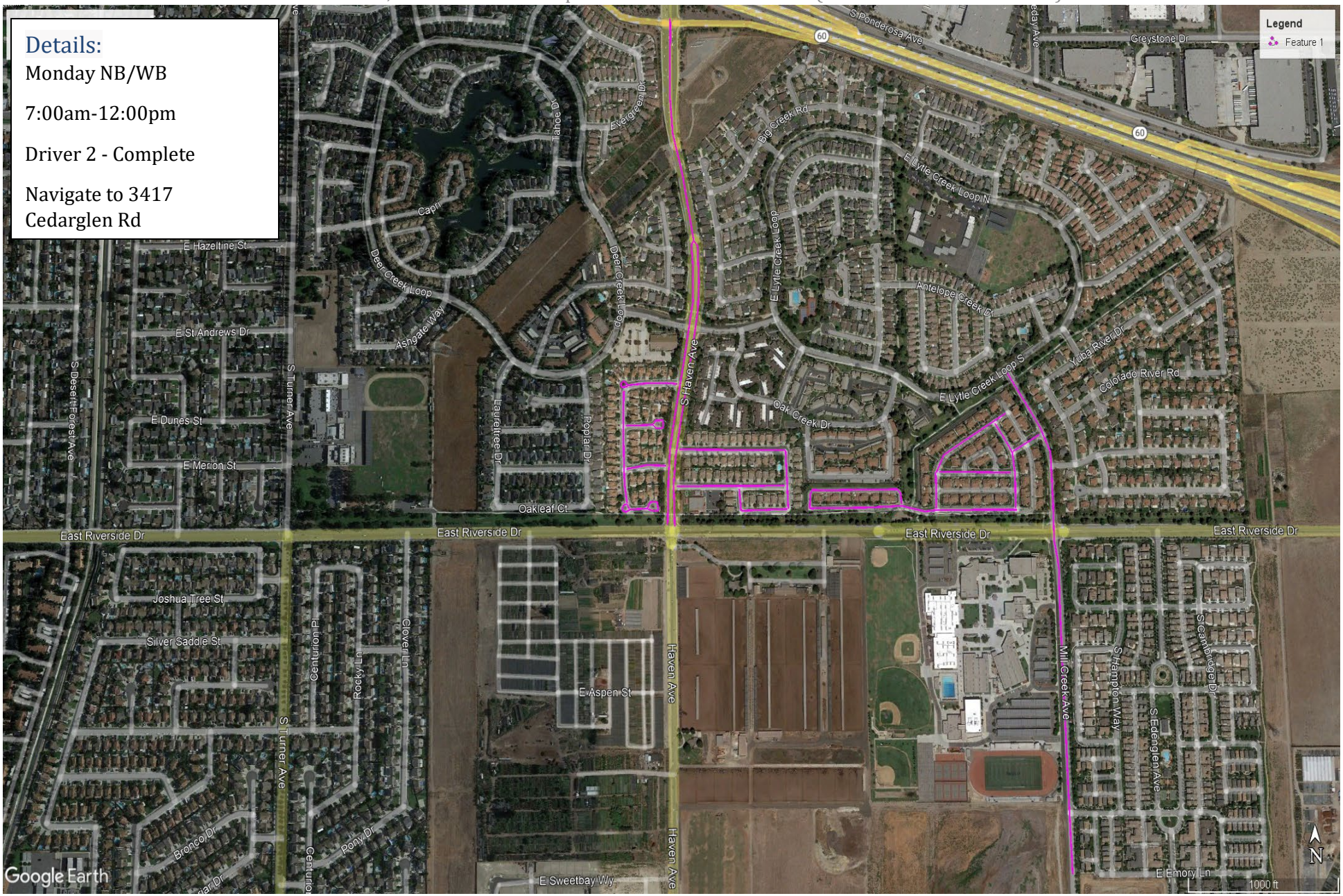
Details:

Monday NB/WB

7:00am-12:00pm

Driver 2 - Complete

Navigate to 3417 Cedarglen Rd



District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
Monday	MILL CREEK AVE	E LYTLE CREEK LOOP S	.6 MILES S OF E LYTLE CREEK LOOP S	DRIVER 2	0.60	1204
Monday	E GRAEAGLE WAY	MILL CREEK AVE	SNOW CREEK LN	DRIVER 2	0.04	1205
Monday	SNOW CREEK LN	YUBA RIVER DR	SAN LORENZO RIVER RD	DRIVER 2	0.11	1206
Monday	SAN LORENZO RIVER RD	SNOW CREEK LN	SAN LORENZO RIVER RD	DRIVER 2	0.42	1207
Monday	YUBA RIVER DR	BIG CREEK LN	MILL CREEK RD	DRIVER 2	0.12	1208
Monday	BIG CREEK LN	SAN LORENZO RIVER RD	YUBA RIVER DR	DRIVER 2	0.04	1209
Monday	STRAWBERRY CREEK WAY	BIG CREEK LN	SNOW CREEK LN	DRIVER 2	0.09	1210
Monday	STRAWBERRY CREEK PL	S HAVEN AVE	S TUOLUMNE PL	DRIVER 2	0.14	1270
Monday	S TUOLUMNE PL	STRAWBERRY CREEK PL	SAN LORENZO RIVER RD	DRIVER 2	0.07	1271
Monday	GINGERWOOD RD	S HAVEN AVE	S TUOLUMNE PL	DRIVER 2	0.14	1272
Monday	SAN LORENZO RIVER RD	S TUOLUMNE PL	S ALDER CREEK DR	DRIVER 2	0.06	1273
Monday	S ALDER CREEK DR	GINGERWOOD RD	SAN LORENZO RIVER RD	DRIVER 2	0.03	1274
Monday	GINGERWOOD RD	S HAVEN AVE	ST TROPEZ DR	DRIVER 2	0.05	1275
Monday	ST TROPEZ DR	CEDARGLEN RD	OAKLEAF CT	DRIVER 2	0.14	1276
Monday	OAKLEAF CT	ST TROPEZ DR	CUL-DA-SEC	DRIVER 2	0.09	1277
Monday	MORNINGWOOD CT	ST TROPEZ DR	CUL-DA-SEC	DRIVER 2	0.07	1278
Monday	CEDARGLEN RD	ST TROPEZ DR	S HAVEN AVE	DRIVER 2	0.09	1279
Monday	S HAVEN AVE	EAST RIVERSIDE DR	S OF BRIDGE OVER SR 60	DRIVER 2	0.63	1268
Monday	S HAVEN AVE	MEDIAN	END OF MEDIAN	DRIVER 2	0.35	1269

Zone #67B

Contract Name: Ontario, CA Estimated Completion Time: 00:32 Minutes (00:40 Minutes Leaf Season)

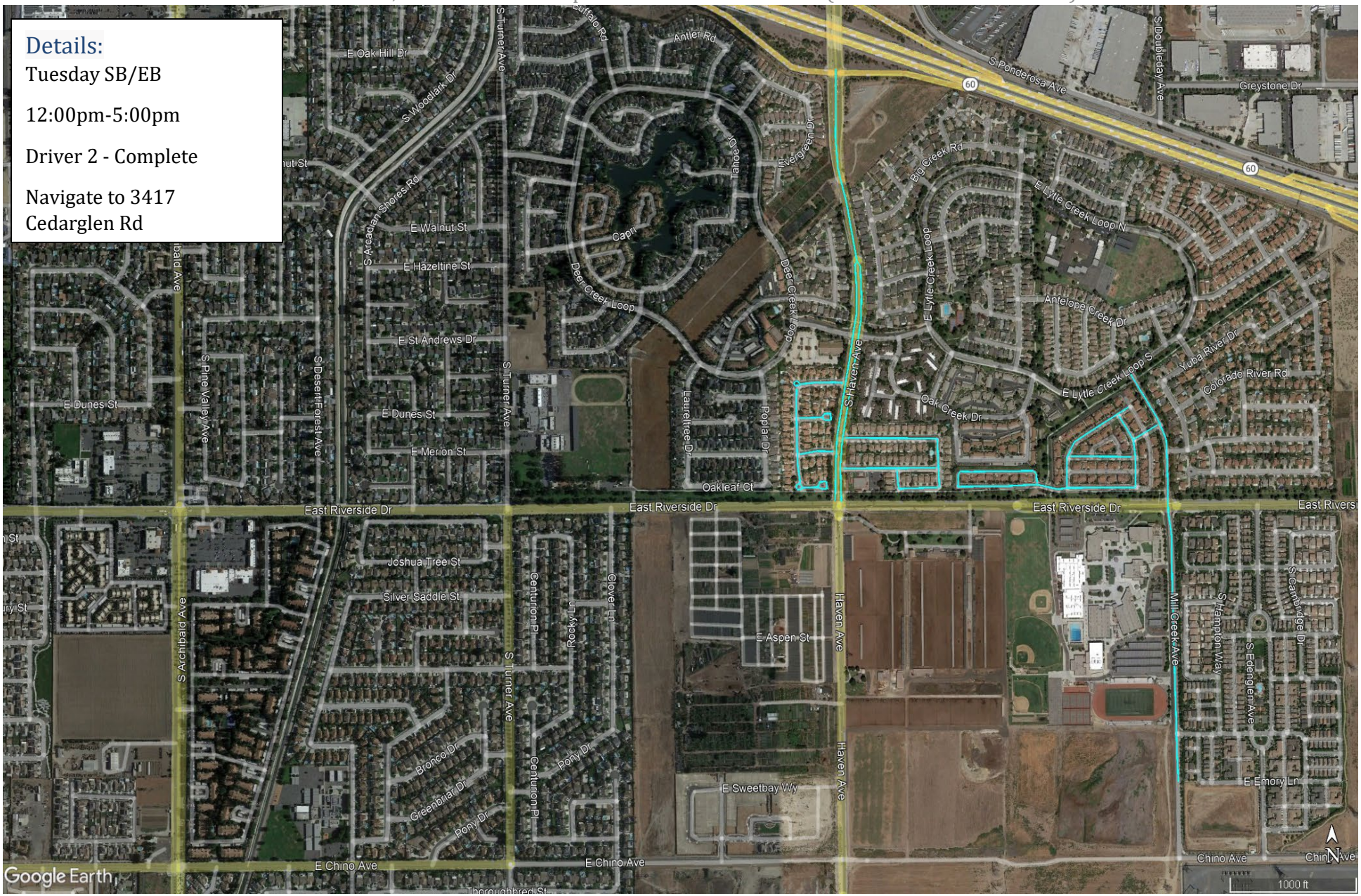
Details:

Tuesday SB/EB

12:00pm-5:00pm

Driver 2 - Complete

Navigate to 3417 Cedarglen Rd



District	Road Name	From	To	Line - Item Hierarchy	Curb Miles	Street Number
Tuesday	MILL CREEK AVE	.6 MILES S OF E LYTLE CREEK LOOP S	E LYTLE CREEK LOOP S	DRIVER 2	0.60	1204
Tuesday	E GRAEAGLE WAY	SNOW CREEK LN	MILL CREEK AVE	DRIVER 2	0.04	1205
Tuesday	SNOW CREEK LN	SAN LORENZO RIVER RD	YUBA RIVER DR	DRIVER 2	0.11	1206
Tuesday	SAN LORENZO RIVER RD	SAN LORENZO RIVER RD	SNOW CREEK LN	DRIVER 2	0.42	1207
Tuesday	YUBA RIVER DR	MILL CREEK RD	BIG CREEK LN	DRIVER 2	0.12	1208
Tuesday	BIG CREEK LN	YUBA RIVER DR	SAN LORENZO RIVER RD	DRIVER 2	0.04	1209
Tuesday	STRAWBERRY CREEK WAY	SNOW CREEK LN	BIG CREEK LN	DRIVER 2	0.09	1210
Tuesday	STRAWBERRY CREEK PL	S TUOLUMNE PL	S HAVEN AVE	DRIVER 2	0.14	1270
Tuesday	S TUOLUMNE PL	SAN LORENZO RIVER RD	STRAWBERRY CREEK PL	DRIVER 2	0.07	1271
Tuesday	GINGERWOOD RD	S TUOLUMNE PL	S HAVEN AVE	DRIVER 2	0.14	1272
Tuesday	SAN LORENZO RIVER RD	S ALDER CREEK DR	S TUOLUMNE PL	DRIVER 2	0.06	1273
Tuesday	S ALDER CREEK DR	SAN LORENZO RIVER RD	GINGERWOOD RD	DRIVER 2	0.03	1274
Tuesday	GINGERWOOD RD	ST TROPEZ DR	S HAVEN AVE	DRIVER 2	0.05	1275
Tuesday	ST TROPEZ DR	OAKLEAF CT	CEDARGLEN RD	DRIVER 2	0.14	1276
Tuesday	OAKLEAF CT	CUL-DA-SEC	ST TROPEZ DR	DRIVER 2	0.09	1277
Tuesday	MORNINGWOOD CT	CUL-DA-SEC	ST TROPEZ DR	DRIVER 2	0.07	1278
Tuesday	CEDARGLEN RD	S HAVEN AVE	ST TROPEZ DR	DRIVER 2	0.09	1279
Tuesday	S HAVEN AVE	S OF BRIDGE OVER SR 60	EAST RIVERSIDE DR	DRIVER 2	0.63	1268
Tuesday	S HAVEN AVE	END OF MEDIAN	MEDIAN	DRIVER 2	0.35	1269

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

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
MAINTENANCE SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered as of _____, by and between the City of Ontario, a municipal corporation organized under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City") and **Superior Pavement Markings**, a **Corporation**, with its principal place of business at **5312 Cypress St., Cypress, CA 90630** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing **Fabrication and Installation of Citywide Street Sweeping Signage Services** to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for the **Fabrication and Installation of Citywide Street Sweeping Signage Services** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **July 1, 2024 to June 30, 2025**, unless earlier terminated as provided herein Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement, if necessary, to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **One Million Eight Hundred Fifty-One Thousand Three Hundred and Eight Dollars with Zero Cents ($1,851,308)** without written approval of the City's **City Manager**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.2.3 Deductions. City may deduct or withhold, as applicable, from each progress payment an amount necessary to protect City from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Agreement; and (4) any other sums which the City is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.2.4 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.2.5 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3 Responsibilities of Contractor.

3.3.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.3.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.3.4 City's Representative. The City hereby designates **Tim Masot, Parks and Maintenance Manager**, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement except for increasing compensation. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.3.5 Contractor's Representative. Contractor hereby designates **Darren Veltz, Chief Financial Officer**, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.3.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.3.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.8 Period of Performance

3.3.8.1 Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of **Eight Hundred Forty-Six Dollars with Zero Cents ($846)** per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

3.3.8.2 Neither City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the Services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the Services, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its subconsultants, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the Services and Agreement.

3.3.8.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Contractor to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.3.10 Laws and Regulations; Employee/Labor Certifications.

3.3.10.1 Compliance with Laws. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work

knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.3.10.2 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.3.10 or any of its sub-sections.

3.3.10.3 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.3.10.1.

3.3.10.4 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.3.10.1 or 3.3.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.3.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.3.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry,

sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.3.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.7 Water Quality.

(A) To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the Colorado River Regional Water Quality Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Contractor shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

3.3.11.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Agreement.

(D) Additional Insured. The City, its directors, officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

3.3.11.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Ontario, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance, deductible, or self-insurance shall be called upon to protect it as a named insured. Any insurance, deductible, or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.3.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.3.11.3(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance, deductible, or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Policy shall contain or be endorsed to contain such provisions. Notwithstanding the minimum limits set forth in Section 3.3.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.3.11.3(B).

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of

warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

3.3.11.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

3.3.11.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.3.11.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Contractor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.3.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.3.11.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.3.11.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.3.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall

exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3.13 Bonds.

3.3.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.3.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.3.13.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient, or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.3.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A: VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.3.14 Work Site.

3.3.14.1 Inspection Of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances–time or money–will be allowed as to such matters after commencement of the Services.

3.3.14.2 Field Measurements. Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies or omissions discovered shall be reported to the City immediately and prior to performing any Services or altering the condition.

3.3.15 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Services until the same is fully completed and accepted by City.

3.3.16 Warranty. Contractor warrants all Services under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or non-conformance of the Services to the Contract, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.4.2 Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, and if the total compensation is $15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable.

3.4.3 Registration/DIR Compliance. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.4.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Termination of Agreement.

3.5.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.5.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6 Indemnification.

3.6.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to such loss or damage which is caused by the sole or active negligence or willful misconduct of the City.

3.6.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be

restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and volunteers.

3.7 General Provisions.

3.7.1 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.7.2 Independent Contractors and Subcontracting.

3.7.2.1 Use of Contractors. Contractor is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Contractor is in compliance with the California Labor Code, Contractor shall only utilize its employees to provide the Services. Contractor may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Contractor represents and warrants that all personnel who perform the Services on Contractor's behalf are Contractor's employees, and that Contractor complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.7.2.2 Prior Approval Required. Contractor shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Contractor to use a Subcontractor, Contractor shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

3.7.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:
Superior Pavement Markings
5312 Cypress St.
Cypress, CA 90630
Attn: Darren Veltz, Chief Financial Officer

City:

City of Ontario
303 East "B" Street
Ontario, CA 91764
Attn: Tim Masot, Parks and Maintenance Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.7.4 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.7.5 Attorneys' Fees. If either Party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

3.7.6 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.7.7 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.7.8 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.7.9 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.7.10 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease

of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

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

3.7.12 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.7.13 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

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

3.7.15 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

3.7.17 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.7.18 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7.19 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

SIGNATURES NEXT PAGE

SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND SUPERIOR PAVEMENT MARKINGS

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

Superior Pavement Markings

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED]

EXHIBIT "A"

SCOPE OF SERVICES

Scope of services:

Installation will be required for 10,765 signs throughout the City of Ontario. Provide hourly rate for installation of signs:

The City requires a rendering (pdf or jpg format) for sign fabrication, renderings are required to show: overall dimensions of the sign, material, color, font, font size, wording as will be displayed on the sign (must be readable on the rendering), art such as logo's, overall height the sign will be mounted. Provide your hourly rate to design the renderings as described above:

Materials:
Provide pricing per sign for these typical exterior sign and materials for installation:

- 18"x24" .080 Aluminum blank, Avery 65oo H.I.P. white sheeting and Avery OL-1000 (Anti-Graffiti) ,10,765 Signs
- 2-inch X 2-Inch X 10 Foot Square Post (14 Gauge) 8,000
- 3/8 Drive Rivets (8000 Signs, 4 Rivets per sign and post)
- ¾ inch Banding Strap (2,765 Signs) Two Straps per Sign
- Banding brackets (2,765 Signs) Two brackets per Sign
- Banding Buckles 3/4 inch (2,765 Signs) Two Buckles per sign
- 24-inch Heavy Duty Anchors (8,000)

1.00 Specifications

1. Materials and supplies must be factory new and meet or better all applicable specifications and all applicable Federal, State, and local requirements. See **Exhibit-1 California MUTCD 2014 Sign Charts**.
2. **Sign Sheeting:** Use Avery 6500 H.I.P. White for new signs.
3. **Graffiti Overlay New Signs:** Use Avery OL-1000 (Anti-Graffiti for new signs.
4. **Sign Blanks:** Use aluminum .080/alloy alodine treated sign blanks with radius and punch per State of California, Department of Transportation (Caltrans) specifications.
5. **NO SUBSTITUTIONS, NO ALTERNATES** for the above specifications.
6. If a given part number is no longer available and has been replaced by an updated part number from that manufacturer, then City's approval is required prior to vendor ordering and shipping updated part number.
7. All items must meet or better all applicable Federal, State, and local requirements and all applicable OEM requirements.

8. City reserves the right to add, change, or delete items at its discretion. The price for items that are added or changed must be priced according to the lower of a similar item, the factored discount percentage from list price of a similar item

1.01 Fabrication & Quality Assurance

1. Fabricate signs using only the highest quality materials and according to the highest quality workmanship.
2. Ensure that all signs are checked thoroughly for quality of materials and workmanship immediately after fabrication and prior to delivery.
3. Replace defective signs and materials at Contractor's sole expense, within 5 working days of CR's notification. This applies to any latent defects as well.
4.

1.02 Warranty

1. All items must carry manufacturer's warranty, which shall not begin until Vendor installs the item.
2. Vendor must handle all warranty related issues

1.03 GIS Inventory

1. The contractor shall be responsible for updating GIS (Geographic Information Systems) data in the City's database in a timely manner for all 10,765 signs installed. This will be done using a City provided app. The contractor is required to provide mobile devices (iPads or smart phones) for their field crews. The app will be installed on the field crew's mobile devices, and the City will provide training and installation assistance for field crews.

PROPOSAL SCHEDULE

Superior Pavement Markings Inc.

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	LINE ITEM COST
1	Initial Mobilization	LS	1	$25,000.00	$25,000.00
2	18”x24” .080 Aluminum blank, Avery 65oo H.I.P. white sheeting and Avery OL-1000 (Anti-Graffiti) ,10,765 Signs	Each	10,765	$ 29.26	$ 314,983.90
ADDITIONAL SERVICES					
3	2-inch X 2-Inch X 10 Foot Square Post (14 Gauge) 8,000	Each	8,000	$ 35.62	$ 284,960.00
4	3/8 Drive Rivets (8000 Signs, 4 Rivets per sign and post)	Each	32,000	$ 0.80	$ 25,600.00
5	3/4-inch x 2-foot Banding Strap (2,765 Signs) Two Straps per Sign	Each	5,530	$ 1.44	$ 7,963.20
6	Banding brackets (2,765 Signs) Two brackets per Sign	Each	5,530	$ 0.90	$ 4,977.00

7	**Banding Buckles 3/4 inch (2,765 Signs) Two Buckles per sign**	**Each**	**5,530**	**$ 0.75**	**$ 2,073.75**
8	**24-inch Heavy Duty Anchors (8,000)**	**Each**	**8,000**	**$ 33.26**	**$ 266,080.00**
Sign Installation Rate (Prevailing Wages)					
9	**Installation will be required for 8,000 signs on square tubing and heavy-duty anchor.**	**Each**	**10,765**	**$ 88.00**	**$ 704,000.00**
10	**Installation will be required for 2,765 signs on existing light poles with banding straps, brackets, and buckles**	**Each**	**2,765**	**$ 78.00**	**$215,670.00**

EXHIBIT “B”

SCHEDULE OF SERVICES

JULY 1, 2024 TO JUNE 30, 2025

EXHIBIT "C"

COMPENSATION

NOT TO EXCEED $1,851,308

PERFORMANCE/PAYMENT BONDS ON THE NEXT PAGE

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Ontario (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

(3) Permit the City to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__).

(Corporate Seal)

_____
Contractor/ Principal

By_____

Title_____

(Corporate Seal)

_____
Surety

By_____
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate) Title_____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, $_____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

_____

_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

_____

_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

_____

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____
On _____, 20__, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Ontario (hereinafter designated as the "City"), has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

_____ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ _____ Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or

attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)_____

Contractor/ Principal

By_____

Title_____

_____

(Corporate Seal) Surety

By_____

Attorney-in-Fact

Title_____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____
On _____, 20__, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

CITY OF ONTARIO *Agenda Report* **July 16, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Cynthia Heredia-Torres Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Andrea Ampig, Bonnie Tam Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 22

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

RECOMMENDATION: That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute Amendment No. 1 to the on-call Design Services Agreement with Ardurra Group, Inc., of Newport Beach, California, for the Sports Complex Offsite Design in the amount of $1,784,432 for a total not-to-exceed contract amount of $2,384,432; and
B. Authorize the City Manager, or his designee, to execute all documents required for the completion of the project including, but not limited to, contracts, agreements, assessments, easements, reduction of retention accounts, and filing a notice of completion at the conclusion of all construction related activities.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

FISCAL IMPACT: The Fiscal Year 2024-25 Adopted Budget includes appropriations in the Capital Projects-Measure Q Fund for the Sports Complex Offsite Design. The proposed Amendment No. 1 to the on-call Design Services Agreement with Ardurra Group, Inc. is in an amount of $1,784,432, funded by Measure Q, for a total not-to-exceed contract amount of $2,384,432.

BACKGROUND & ANALYSIS: On January 16, 2024, the City Council approved an amendment to the on-call Design Services Agreement with Ardurra Group, Inc. to design all off-site improvements and street network for the entire sports complex. This includes widening of streets, new sewer, water, recycled water, and storm drain line improvements surrounding the sports complex.

The proposed Amendment No. 1 to the Design Services Agreement with Ardurra Group is necessary to include landscape and irrigation design of the City's public parkways for the Ontario Sports Complex Project, as well as construction engineering services for the projects infrastructure

during the construction phase, elements that were not part of the original scope.

Staff solicited a scope and fee from Ardurra Group, Inc., the Engineer of Record, for the landscape and irrigation system design, and construction engineering during construction. Ardurra Group, Inc. developed the project's plans and specifications and has extensive knowledge of the project which ensures consistency and understanding of the project goals, details, constraints, and concerns.

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

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 1 TO THE DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND ARDURRA GROUP, INC.

1. Parties and Date.

This Amendment No. 1 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and **Ardurra Group, Inc.**, a Corporation ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and Consultant have entered into an agreement entitled "Design Services Agreement" dated June 4, 2024 ("Agreement").

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to revise the scope of services for The Sports Complex Offsite Improvements and the not-to-exceed compensation amount by One Million Seven Hundred Eighty-Four Thousand Four Hundred Thirty-Two Dollars ($1,784,432) for a total contract amount not-to-exceed Two Million Three Hundred Eighty-Four Thousand and Four Hundred Thirty-Two Dollars ($2,384,432).

2.3 Amendment Authority. This Amendment No. 1 is authorized pursuant to Section 3.37 of the Agreement.

3. Terms.

3.1 Amendment. Section 3.1.1 and 3.10.1 of the Agreement is hereby amended in its entirety to read as follows:

> "3.1.1 Scope of Services. Consultant promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional architectural and related services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement (hereinafter referred to as "Services"). The Services are more particularly described throughout this Agreement, including Exhibit "A" attached hereto and incorporated herein by

reference. All Services shall be subject to, and performed in accordance with, this Agreement, any exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules and regulations. All Services performed by Consultant shall be subject to the sole and discretionary approval of the City, which approval shall not be unreasonably withheld. Additionally, Consultant shall comply with all Federal requirements applicable to the Services as set forth in Exhibit A."

3.10.1 Consultant's Compensation for Basic Services. City shall pay to Consultant, for the performance of all Services rendered under this Agreement, the total not to exceed amount of **Two Million Three Hundred Eighty-Four Thousand and Four Hundred Thirty-Two Dollars ($2,384,432)** ("Total Compensation"). This Total Compensation amount shall be based upon, and may be adjusted according to, the fee schedule and related terms and conditions attached hereto as Exhibit "B" and incorporated herein by reference. The Total Compensation, as may be adjusted upon mutual agreement, shall constitute complete and adequate payment for Services under this Agreement.

Exhibit A and B is hereby revised in its entirety and added Attachment A attached hereto and incorporated herein by reference.

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 1 TO THE DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND ARDURRA GROUP, INC.

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

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

ARDURRA GROUP, INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED]

ARDURRA

June 12, 2024

Dan Beers
Principal Project Manager
1333 S. Bon View Ave
Ontario CA, 91761

SUBJECT: Amendment No. 1 Engineering Services for Ontario Regional Sports Complex Offsite Improvements

Dear Mr. Beers:
Thank you for the privilege to work with the City on this exciting, fast-tracked project. As discussed, our original scope of work did not include landscaping and irrigation of the City public parkways. We added KTUA to our team, who is designing the landscape and irrigation system for the Stadium, for project consistency of themed hardscape and planting. In addition, this amendment includes Engineering Services During Construction for both Phase 1 and Phase 2.

Fiscal Year	Original Contract (3/15/2024)	Amendment No. 1 (7/16/2024)	Total New Contract Amount
FY2023/24	$3,565,353	$-	$3,565,353
FY2024/25	$2,142,788	$1,042,553	$3,185,341
FY2025/26	$409,088	$618,232	$1,027,320
FY2026/27	$0	$123,646	$123,646
	$6,117,228	$1,784,432	$7,901,661

All other contractual terms apply. Please feel free to contact me if you have questions or require additional information at 661.748.3893 or dsalgado@ardurra.com.

Sincerely,

Dolores Salgado, PE
Client Service Manager

Enclosures:
Exhibit "A" Scope of Work
Exhibit "B" Design Fee Schedule and 2024 Billing Rates

Exhibit "A" - Scope of Work
City of Ontario Sports Complex
Engineering Services for Offsite Improvements
Amendment No. 1

Task 7 – Additional Design Services

Task 7 – Landscaping and Irrigation (Phase 1 and 2)

KTUA will prepare 30%, 60%, 90%, 100% Plans, Specifications, and OPCC for offsite landscaping and irrigation system. Ardurra will incorporate KTUA's plans, technical specifications, bid schedule into the overall contract documents for the offsite improvements. Phase 1 work is limited to Riverside Drive, Hellman Avenue, and the Interior Roads (otherwise known as Streets A, B, C) improvements needed for Grand Opening Day. Phase 2 work is limited to Vineyard Avenue and Chino Avenue improvements.

Electrical Service for Irrigation System (Phase 1 and 2)

Ardurra will prepare layouts for irrigation system electrical service. Scope includes up to eight locations in Phase 1 and up to eight locations in Phase 2.

Task 8 – Additional Bid Phase Services

Task 8 – Landscaping and Irrigation Bid Phase Support Services (Phase 1 and 2)

KTUA will provide bid phase support services for work related to Phase 1 and 2 as outlined in Arudrra's original contract.

Task 9 – Engineering Services During Construction

Attend construction progress site meetings and provide support services including technical review of submittals, RFIs, change orders, claim mitigation efforts, generation of support calculations, review of applicable standards, and presentation of acceptable alternatives or solutions. Upon completion of construction activities, City's team will forward one set of red-lined drawings to the Consultant to review and sign/approve as Finalized digital As-Builts record drawings.

General Requirements

Provide project management, administration, invoicing, billing, monthly progress reports. This task shall also include communication, coordination and cooperation with the City's staff and the City's Construction Manager.

Pre-Construction Meeting

Attend preconstruction meeting at City's offices and coordinate with City's construction management team.

Construction Meetings

Attend weekly construction progress meetings. Assuming construction duration is 10 months for Phase 1 and 10 months for Phase 2, assumed 80 total virtual meetings, 1 hour duration each.

Attend periodic site visits to monitor the progress, performance and assess any conflicts which may arise during the course of construction and will coordinate these visits with the City's Construction Management team. Assumed up to ten (10) site visits for Phase 1 and ten (10) site visits for Phase 2 may be required.

Change Order Management

Assist the City's team with negotiating and coordinate the implementation of contract change orders during the construction process. City's team will compile change order supporting documentation, such as inspection reports, test reports, drawings, sketches, photographs, and other materials as required. Ardurra will review and evaluate the appropriateness of all proposed change orders; advise City as to their effect on the contract time and cost; and perform independent estimates of the proposed change order work when necessary, as well as recommend approval or denial.

- Streets and Grading – Assumed 20 total (Phase 1 and Phase 2)
- Traffic and ITS
    - Assumed 13 total for Phase 1 (Traffic Signals – 3, Signing and Striping – 2, Streetlights – 3, ITS/Fiber – 2, Landscape Electrical - 3)
    - Assumed 13 total for Phase 2 (Traffic Signals – 3, Signing and Striping – 2, Streetlights – 3, ITS/Fiber – 2, Landscape Electrical - 3)
- Drainage and Erosion Control – Assumed 5 total (Phase 1 and Phase 2)
- Utilities – Assumed 20 total (Phase 1 and Phase 2)
- Landscape and Irrigation in Parkways – by KTUA
- SCE and other Dry utilities (onsite and offsite) – by Moran

Requests for Information (RFI)

Review and respond to contractor's Request for Information (RFIs) the duration of the project. Responses will be provided within five (5) working days and in accordance with the Contract Documents.

- Streets and Grading – Assumed 21 total (3 for each road – Riverside Drive, Hellman Ave, A, B, & C Streets, Vineyard Ave, Chino Ave)
- Traffic and ITS
    - Assumed 13 total for Phase 1 (Traffic Signals – 3, Signing and Striping – 2, Streetlights – 3, ITS/Fiber – 2, Landscape Electrical - 3)
    - Assumed 13 total for Phase 2 (Traffic Signals – 3, Signing and Striping – 2, Streetlights – 3, ITS/Fiber - 2, Landscape Electrical - 3)
- Drainage and Erosion Control – Assumed 10 total (Phase 1 and Phase 2)
- Utilities – Assumed 20 total (Phase 1 and Phase 2)
- Landscape and Irrigation in Parkways – by KTUA

Submittal Management

Review and respond to contractor's submittals the duration of the project. Assure contractor submittals are in conformance with the Contract Documents. Document the status of submittals, received and corresponding responses, via a Submittal Log and provide the City with an updated log for the entire project duration.

- Streets and Grading – Assumed 30 total (Phase 1 and Phase 2)

- Traffic and ITS
    - Assumed 21 total for Phase 1 (Traffic Signals – 6, Signing and Striping – 2, Streetlights – 6, ITS/Fiber - 4, Landscape Electrical - 3)
    - Assumed 21 total for Phase 2 (Traffic Signals – 6, Signing and Striping – 2, Streetlights – 6, ITS/Fiber - 4, Landscape Electrical - 3)
- Drainage and Erosion Control – Assumed 10 total (Phase 1 and Phase 2)
- Utilities – Assumed 50 total (Phase 1 and Phase)
- Landscape and Irrigation in Parkways – by KTUA

Design Revisions
Prepare construction field order changes and design changes, as required during construction.

- Streets and Grading – Assume 20 total (Phase 1 and Phase 2)
- Traffic and ITS
    - Assumed 13 total for Phase 1 (Traffic Signals – 3, Signing and Striping – 2, Streetlights – 3, ITS/Fiber – 2, Landscape Electrical - 3)
    - Assumed 13 total for Phase 2 (Traffic Signals – 3, Signing and Striping – 2, Streetlights – 3, ITS/Fiber – 2, Landscape Electrical - 3)
- Drainage and Erosion Control – Assumed 5 total (Phase 1 and Phase 2)
- Utilities – Assumed 20 total (Phase 1 and Phase 2)
- Landscape and Irrigation in Parkways – by KTUA

Post Construction
Prepare record drawings per City's standard process. Final drawings provided via PDF along with accompanying CAD files.

Task 10 – Additional Services

Additional services will be provided upon the City's request, up to an amount equal to 10% of the contracted amendment fee. Work under this task will be pre-approved and defined by the Ardurra and the City in advance.

EXCLUSIONS:

Exclusions stated herein can easily be added upon the City's request. They are listed here for clarity on the division of work, scope of work understanding, and based on previous scoping meetings with the City.

1. Qualified SWPPP Preparer services.
2. Construction Management and inspection.
3. Onsite ESDC is performed by others (Ardurra's scope includes Moran's ESDC related to dry utilities scope for the Stadium and Parking Garage)
4. Environmental Mitigation, Monitoring, and Reporting related to the EIR requirements
5. Programming or testing of equipment

Exhibit "B" - Design Fee Schedule
Ontario Regional Sports Complex
Offsite Improvements
Amendment No. 1

	Task Item	Labor Hours																			Subconsultants							
		Project Director	Quality Control	Constructability Review	PM	Street Improvement Design Lead	Traffic Design Lead	OMUC Utilities Design Lead	Storm Drain Design Lead	Electrical Design Lead	Permit Coordinator	Utility Coordinator	Project Engineer V	Project Engineer IV	Project Engineer II	Engineer I	CAD Designer III	CAD Designer II	Admin	Labor Hrs	Labor Costs	Landscape Architect	Dry Utilities	Sub Markup	Direct Costs	TOTAL	FY2024-2025	FY2025-2026	FY2026-2027
																						KTUA	*Moran*	*10%*					
	2024 Hourly Rates	$ 315	$ 275	$ 275	$ 265	$ 265	$ 265	$ 265	$ 265	$ 265	$ 200	$ 200	$ 200	$ 190	$ 165	$ 125	$ 175	$ 165	$ 115										
TASK 7	**ADDITONAL DESIGN SERVICES**																												
	Landscape and Irrigation				36					40							72			148	$ 32,740	$ 443,315		$ 44,332		$ 520,387	$ 520,387		
																									ADDITONAL DESIGN SERVICES	**$ 520,387**	**$ 520,387**		
TASK 8	**ADDITIONAL BID PHASE SERVICES**																												
	Landscape and Irrigation				4															4	$ 1,060	$ 24,110		$ 2,411		$ 27,581	$ 27,581		
																									ADDITIONAL BID PHASE SERVICES	**$ 27,581**	**$ 27,581**		
TASK 9	**ENGINEERING SERVICES DURING CONSTRUCTION**																												
	General Requirements	40	8		40	40	40	40					8	52						268	$ 68,680	$ 177,010		$ 17,701		$ 263,391	$ 105,356	$ 131,696	$ 26,339
	Pre-Construction		4			20	8	8					8	28						76	$ 17,560			$ -		$ 17,560	$ 7,024	$ 8,780	$ 1,756
	Construction Meetings	40	4			60	36	60	80				30	84	26	10				430	$ 103,740			$ -	$ 4,000	$ 107,740	$ 43,096	$ 53,870	$ 10,774
	Change Order Management		64	120		40	40	40					52	60			20			436	$ 107,700			$ -		$ 107,700	$ 43,080	$ 53,850	$ 10,770
	Requests for Information (RFI)		16			40	32	80	40				52	200	40	40		40	80	660	$ 131,080			$ -		$ 131,080	$ 52,432	$ 65,540	$ 13,108
	Submittal Management		12			40	40	80	20	40	40	40	80	140	4				80	616	$ 130,060		$ 50,000	$ 5,000		$ 185,060	$ 74,024	$ 92,530	$ 18,506
	Design Revisions		32			40	20	80					60	180	80	80	60	80		712	$ 139,000			$ -		$ 139,000	$ 55,600	$ 69,500	$ 13,900
	Post Construction		24			20	10	16					40	100	60	80	120	120		590	$ 106,490			$ -		$ 106,490	$ 42,596	$ 53,245	$ 10,649
																									ENGINEERING SERVICES DURING CONSTRUCTION	**$ 1,058,021**	**$ 423,208**	**$ 529,011**	**$ 105,802**
TASK 10	**ADDITIONAL SERVICES**																												
	Other Requested Services (10% total)																									$ 178,443	$ 71,377	$ 89,222	$ 17,844
																									ADDITIONAL SERVICES	**$ 178,443**	**$ 71,377**	**$ 89,222**	**$ 17,844**
	Total Hours:	**80**	**164**	**120**	**80**	**300**	**226**	**404**	**140**	**80**	**40**	**40**	**330**	**844**	**210**	**210**	**272**	**240**	**160**	**3940**									
	Total Project Cost:	**$25,200**	**$ 45,100**	**$ 33,000**	**$21,200**	**$ 79,500**	**$ 59,890**	**$ 107,060**	**$ 37,100**	**$ 21,200**	**$ 8,000**	**$ 8,000**	**$ 66,000**	**$ 160,360**	**$ 34,650**	**$ 26,250**	**$ 47,600**	**$39,600**	**$18,400**		**$ 838,110**	**$ 644,435**	**$ 50,000**	**$ 69,444**	**$ 4,000**	**$ 1,784,432**	**$ 1,042,553**	**$ 618,232**	**$ 123,646**

CITY OF ONTARIO *Agenda Report* **July 16, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Utilities Prepared By: Dennice Raygoza Staff Member Presenting: Scott Burton, Utilities General Manager Reviewed By: Dennice Raygoza, Albert G Gastelum, Michael Sigsbee Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 23

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

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

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Pursue City's Goals and Objectives by Working with Other Governmental Agencies

FISCAL IMPACT: The SWRCB offers funding for a variety of water projects to help finance water infrastructure projects. The amount to be submitted through the SRF application(s) process amounts to $128,912,500 for 7 water infrastructure projects. Of these projects, 4 projects are funded through Water Capital and 3 are funded through New Model Colony (NMC) Local and Regional Development Impact Fees (DIF). Some of these projects have combination funding such as 75% Water Capital and 25% NMC DIF, this is reflected in the list of projects shown in Attachment "A." If projects are selected for funding through the State, an action item will be brought back to City Council for approval. There is no impact to the General Fund.

BACKGROUND & ANALYSIS:

SRF programs offered by SWRCB offer low-cost financing for a wide variety of water infrastructure projects. These programs have significant financial assets and are capable of financing projects from less than $1 million to greater than $100 million at low-interest costs over a 30-year period.

Staff is pursuing various alternative funding sources such as grants, bond financing, and pending Federal appropriations to fund the Water Capital Improvement Program, including DIF projects related to water infrastructure.

Over the next five years, City Staff estimate capital costs of approximately $180,000,000 for Water Capital and $86,800,000 for NMC Regional and Local DIF projects. This totals an anticipated need of $266,800,000 for water infrastructure projects - 5 Year Water Capital Improvement Program. To help manage long-term rate impacts, Staff is exploring alternative funding sources for these projects. As mentioned, there are 7 projects that will be submitted through the SRF application process which totals 50% of the 5 Year Water Capital Improvement Program. The list of projects to be included in the applications is included in Attachment "A." It is anticipated that two applications will be submitted to the SWRCB, one application for projects that are funded primarily through Water Capital, and the other application for projects funded through NMC DIF. The program costs eligible for SRF funds include planning, design, and construction activities.

The application process can take up to 16-months for review and approval from the State. If applications are selected for funding, Staff will re-evaluate the needs for funding and will have the flexibility to modify the number of projects and costs if needed. An action will be brought back to City Council for review and approval.

Adoption of the attached resolution will approve the filing of general applications to the SWRCB and authorize the City Manager to negotiate and sign resulting agreements with the SWRCB to obtain funding for water infrastructure projects.

RESOLUTION NO. _____

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

WHEREAS, the State of California State Water Resources Control Board (SWRCB) Division of Financial Assistance (DFA) has been delegated the responsibility for the administration of the SWRCB's financial assistance programs; and

WHEREAS, the SWRCB requires the City Council by resolution to authorize the City Manager, or designee, to sign and file applications and request for reimbursement on behalf of the City for grants/loans or other such funds from the SWRCB's financial assistance programs and to carry out other necessary project-related activities; and

NOW, THEREFORE, THE CITY OF ONTARIO DOES HEREBY RESOLVE, ORDER, AND DETERMINE AS FOLLOWS:

SECTION 1. The City Council does hereby find and declare that the above recitals are true and correct.

SECTION 2. The City Manager (the "Authorized Representative"), or designee, is hereby authorized and directed to sign and file, for and on the behalf of the City, a Financial Assistance Application for funding agreements and any amendments thereto from the SWRCB for the planning, design, and construction of Various Capital Improvement Projects, including; New Potable Well, Potable Well No. 53, 13th Street Structural Retrofit, New Ground Water Wellhead Treatment Plant, Ontario Ranch Phase 2B Water Main Improvements, Reservoir 925-1A/Phase 2B, and 1212 Pressure Zone Reservoir and Main at Rochestor (the "Projects").

SECTION 3. This Authorized Representative, or designee, is designated to provide the assurances, certifications, and commitments required for the financial assistance applications, including negotiation and execution of a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto.

SECTION 4. The Authorized Representative, or designee, is designated to represent the City in carrying out the City's responsibilities under the grant agreements, including certifying disbursement requests on behalf of the City and compliance with applicable state and federal statutory and regulatory requirements related to any federal and state grants or other such funds received.

SECTION 5. Be it further resolved and ordered, that any and all actions, whether previously or subsequently taken by the City, which are consistent with the intent and purposes of the foregoing resolution, shall be, and hereby are, in all respects, ratified, approved, and confirmed.

SECTION 6. This Resolution shall become effective upon its adoption.

SECTION 7. The City Clerk shall certify as to the adoption of this Resolution.

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

PASSED, APPROVED, AND ADOPTED this 16th day of July, 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

Attachment "A"

SRF Proposed Projects

Application A

No.	Project Requests	Total Project Costs
1	Potable Well No. 53	$8,000,000
2	13th Street Structural Retrofit	$10,000,000
3	New Groundwater Wellhead Treatment Plant	$17,250,000
4	*1212 PZ Resv&Main Rochestor (WT-004/WT-006)	$23,625,000
	Total	**$58,875,000**

*Project contains 75% Water Capital Funding and 25% NMC Regional DIF Funding

Application B

No.	Project Requests	Total Project Costs
1	Ontario Ranch Phase 2B Water Main Improvements (WT-010)	$30,037,500
2	Reservoir 925'-1A /Phase 2B (WT-014)	$31,500,000
3	New Potable Well (TBD)	$8,500,000
	Total	**$70,037,500**

Total $128,912,500

Total Anticipated Request:
Projects submitted under SRF Loan will be submitted at 100% of anticipated budgeted cost to maximize the application and obtain as much funding as possible. Two project applications will be submitted, one for water capital projects/DIF projects (Application A) and one for DIF capital projects (Application B).

CITY OF ONTARIO *Agenda Report* **July 16, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Police Department Prepared By: Lizceth Zazueta Department: Prepared By: Melissa Sowizdrzal-Morgan Staff Member Presenting: Mike Lorenz, Chief of Police Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 24

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

RECOMMENDATION: That the City Council authorize the City Manager, or his designee, to execute all documents necessary to accept additional funding for a sub-grant award in the amount of $128,810 from the U.S. Department of Homeland Security and the California Office of Emergency Services provided through the FY 2020 Urban Area Security Initiative (UASI) Grant Program and execute Amendment No. 8 to the Professional Services Agreement with American Threat Assessment Consulting Inc. (A.T.A.C.) of Rancho Cucamonga, California, extending the term of the agreement to complete the Facial Recognition Project to July 31st, 2025 and increasing the current funding threshold for a not-to-exceed contract total of $1,777,915.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Pursue City's Goals and Objectives by Working with Other Governmental Agencies
Operate in a Businesslike Manner
Maintain the Current High Level of Public Safety

FISCAL IMPACT: The recommended Amendment increases the authorized contract of $1,604,021 by $173,894 and extends the agreement by one (1) additional year. This brings the total not-to-exceed contract amount to $1,777,915. Appropriations of $45,084 are included in the Fiscal Year 2024-25 Adopted Budget under the General Fund for supplies, and if approved, additional appropriations and revenues of $128,810 will be included in the Grants Fund on the next quarterly budget update to City Council. The City is not required to provide matching funds for the reimbursable grant. Appropriations for future fiscal years will be included in the respective fiscal years' budgets for City Council consideration and approval.

BACKGROUND & ANALYSIS: The City Council previously approved the acceptance of grant funding on April 19th, 2022, for UASI Fiscal Year 2020 for $603,025 and again on August 16th, 2022, for $600,000 for UASI Fiscal Year 2021.

On July 12th, 2023, the City of Ontario and A.T.A.C entered Amendment No. 6 adding additional compensation and terms to the Ontario Police Department grant fund to accommodate the purchase and installation of cameras to implement a Facial Recognition Project and associated camera networks at the Ontario International Airport (OIA). On May 16th, 2024, the department received a letter from the California Office of Emergency Services (CalOES) increasing the UASI FY 2020 (Urban Area Security Initiative) award by $128,810 for a new award total of $731,835.

On October 17th, the City of Ontario and A.T.A.C entered Amendment No. 7 to increase funding for an additional $71,521 for the purchase of CCTV cameras to help with security around the Civic Center as well as establish more active cameras for the Real Time Information Center.

Amendment No. 8 will extend the term of the Professional Services Agreement with American Threat Assessment Consulting Inc. (A.T.A.C.) to complete the Facial Recognition Project to July 31st, 2025, and will increase the funding to include the new CalOES award and additional funding of $45,084 for supplies required to implement the project outside of the scope of the grant.

Fire Department

Michael D. Moore
Fire Chief

May 16, 2024

VIA ELECTRONIC DELIVERY
Lizceth Zazueta
City of Ontario Police Department
2500 S. Archibald Ave
Ontario, CA 91761

RE: UASI FY20 EXTENSION APPROVAL
FY20 Urban Area Security Initiative Grant
Grant #2020-0095

Dear Lizceth Zazueta:

The California Office of Emergency Services (CalOES) has APPROVED our modification request for an extension of the sub-grantee period of performance of the UASI FY2020 (Urban Area Security Initiative) award. The new sub-grantee period of performance date for this grant is as follows:

Description	Extended Date
Ontario International Airport Facial - $731,835 Recognition Project	July 31, 2024

It is anticipated the revised period of performance will enable the Riverside UASI to successfully complete the above-mentioned project. Reimbursement Request will be due August 5, 2024.

Thank you for your work in protecting California. We look forward to your continued collaboration towards our homeland security efforts and appreciate your cooperation and support. For further assistance, please contact myself or Mark Annas at mannas@riversideca.gov or 951.320.8103.

Sincerely,

Marilene Cabanlit
Grant Administrator

Riverside Fire Department
Office of Emergency Management / UASI Program
3085 Saint Lawrence Street
Riverside, CA 92504
(951) 320-8106

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

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 8 TO THE SECURITY CAMERAS, ACCESS CONTROL, PAGING/DURESS INSTALLATION, REPAIR AND MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND AMERICAN THREAT ASSESSMENT CONSULTING, INC.

1. Parties and Date.

This **Amendment No. 8** to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and American Threat Assessment Consulting, Inc a corporation("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and Contractor have entered into an agreement entitled Security Cameras, Access control, Paging/Duress Installation, Repair and Maintenance Service Agreement dated August 1, 2020 ("Agreement").

2.2 Amendment Purpose. The City and Contractor desire to amend the Agreement to extend term date by one (1) additional year and increase the not to exceed total.

2.3 Amendment Authority. This **Amendment No. 8** is authorized pursuant to Section 3.1 of the Agreement.

3. Terms.

3.1 Amendment. Section 3.1.2 of the Agreement is hereby amended in its entirety to read as follows:

> 3.1.2 The term of this Agreement shall be from **August 1st, 2020** to **July 30th, 2025**, unless earlier terminated as provided herein. Vendor shall provide all Goods and complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the work.

3.2 Amendment. Section 3.3.1 of the Agreement is hereby amended in its entirety to read as follows:

3.3.1 Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Amendment No. 8. The **total compensation shall not exceed $1,777,915** without written approval of the City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2 Continuing Effect of Agreement. Except as amended by this **Amendment No. 8**, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 8. From and after the date of this **Amendment No. 8**, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this **Amendment No. 8**.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this **Amendment No. 8**.

3.4 Severability. If any portion of this **Amendment No. 8** is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 8 TO THE SECURITY CAMERAS, ACCESS CONTROL, PAGING/DURESS INSTALLATION, REPAIR AND MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND AMERICAN THREAT ASSESSMENT CONSULTING, INC.

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 7 as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

American Threat Assessment Consulting, Inc.

If Corporation, Two Signatures, President Or Vice President And Secretary Or Treasurer Required

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

EXHIBIT D
"Additional Services"

A.T.A.C. INC.
American Threat Assessment Consulting
2024

Project: Ontario International Airport
Terminal 2 and 4 – Facial Recognition Budget - Oosto
Ontario, CA

Date: February 29, 2024

Attention: LT. Dean Brown/Melissa Sowizdrzal-Morgan

ATAC, Inc. is pleased to submit the following pricing for the project referenced above. The information is based on information from the job walk with Lt. Dean Brown and email from Matt Hernandez. This proposal is based on ATAC, Inc. providing material listed below only and associated manufacturer warranties.

Summary – This proposal is a budgetary proposal to furnish facial recognition software for the Ontario Airport location listed above. The proposal is for Terminal 2 and 4 upgrades only, please refer to separate proposals for the additional airport zones. This proposal includes 24 new cameras at each terminal per the pictures furnished to ATAC, Inc. The cameras shall be new cameras installed at the locations shown. Based on the locations in the new images camera options have been adjusted accordingly.

Facial recognition software is based on image and camera placement. This proposal is based on using new additions as listed in the base proposal. This proposal includes integration with the Genetec Software currently used at the Airport, this is based on the current version installed at the airport having compatibility. Should Genetec need upgrading or version changes, it shall be done by the owner or at an additional charge.

This proposal is to Furnish Oosto Facial Recognition (Formerly known as AnyVision). Oosto no longer offers perpetual licensing and only sells with annual options. This proposal is based on a 5 year term to be paid in full up front. At the end of 5 years the software will need to be renewed at the current rate or it will expire. This increased the cost for software but we were able to keep hardware costs the same for the remaining items.

This proposal includes conduit required for locations shown. Should network switch ports be required in the 1st floor area, ports shall be furnished to ATAC, Inc at no cost to ATAC. This proposal includes additional conduit pathway to reach camera locations shown on the plans as well as innerduct.

Description of Work:

1 8706 Utica Avenue
Rancho Cucamonga, CA 91730
(909) 941-0300 phone

- This proposal is based on ATAC, Inc. furnishing and installing all cabling. ATAC, Inc. shall furnish and install an enclosure for an owner furnished network switch. **All 120v shall be existing or furnished by others at no cost to ATAC, Inc.**
- ATAC, Inc. shall configure and program all field devices prior to installation.
- Patch and paint shall be by others, this proposal includes fire stopping for penetrations by ATAC, Inc. where required. If ATAC, Inc. observes existing penetrations with no firestopping where required it shall be brought to the owners attention. ATAC, Inc. will correct this at an additional cost upon approval.
- All network equipment shall be furnished by OIA IT at no cost to ATAC, Inc.
- All material furnished shall be covered by manufacturer warranty. All Axis products come with a 5 year warranty.

Terminal 4 – Facial Recognition Software and Camera Additions

QTY	Description	MSRP	Sell Price	Extended Cost
22	Axis P3267-LVE Fixed Dome Camera	$ 949.00	$ 890.00	$ 19,580.00
	New Entrance Locations			$ -
2	Axis Q6135-LE PTZ Cameras	$ 2,649.00	$ 2,450.00	$ 4,900.00
2	Axis Q6100-E 360 Add On Cameras	$ 1,799.00	$ 1,680.00	$ 3,360.00
22	Pendant Caps for Axis P3267-LVE (T94M01D)	$ 69.00	$ 64.00	$ 1,408.00
24	Drop/Wall Mounts for Axis Cameras(T91B50)	$ 219.00	$ 200.00	$ 4,800.00
2	Pendant Caps for Q6135/6100 Combo(T94A10D)	$ 59.00	$ 55.00	$ 110.00
2	Connector Kit (T94A01C)	$ 109.00	$ 98.00	$ 196.00
26	Genetec Enterprise Camera Licenses	$ 250.00	$ 215.00	$ 5,590.00
26	Genetec 5 Year Advantage Coverage	$ 179.00	$ 155.00	$ 4,030.00
26	Oosto Facial Recognition License (5 Year)	$ 4,541.00	$ 4,300.00	$ 111,800.00
1	Oosto Professional Services	$ -	$ 9,900.00	$ 9,900.00
1	Genetec Professional Services	$ -	$ 7,500.00	$ 7,500.00
6	Genetec SDK Licenses	$ 250.00	$ 215.00	$ 1,290.00
3	Oosto Appliances (Dell OEM)	$ 39,000.00	$ 29,000.00	$ 87,000.00
1	Cat6 Cable	$ -	$ 2,400.00	$ 2,400.00
1	Conduit, Innerduct, Hangers and Commodities	$ -	$ 14,000.00	$ 14,000.00
1	Installation and Programming			$ 65,000.00
1	Design and Project Coordination/Management		$ 6,000.00	$ 7,000.00
1	Freight			$ 4,000.00
	Tax	0.0875		$ 12,053.48
	TOTAL PROPOSAL COST			$ 365,917.48

2 8706 Utica Avenue
Rancho Cucamonga, CA 91730
(909) 941-0300 phone

Terminal 2 – Facial Recognition Software and Camera Additions

QTY	Description	MSRP	Sell Price	Extended Cost
22	Axis P3267-LVE Fixed Dome Camera	$ 949.00	$ 890.00	$ 19,580.00
	New Entrance Locations			$ -
2	Axis Q6135-LE PTZ Cameras	$ 2,649.00	$ 2,450.00	$ 4,900.00
2	Axis Q6100-E 360 Add On Cameras	$ 1,799.00	$ 1,680.00	$ 3,360.00
22	Pendant Caps for Axis P3267-LVE (T94M01D)	$ 69.00	$ 64.00	$ 1,408.00
24	Drop/Wall Mounts for Axis Cameras(T91B50)	$ 219.00	$ 200.00	$ 4,800.00
2	Pendant Caps for Q6135/6100 Combo(T94A10D)	$ 59.00	$ 55.00	$ 110.00
2	Connector Kit (T94A01C)	$ 109.00	$ 98.00	$ 196.00
26	Genetec Enterprise Camera Licenses	$ 250.00	$ 215.00	$ 5,590.00
26	Genetec 5 Year Advantage Coverage	$ 179.00	$ 155.00	$ 4,030.00
26	Oosto Facial Recognition License (5 Year)	$ 4,541.00	$ 4,300.00	$ 111,800.00
1	Oosto Professional Services	$ -	$ 9,900.00	$ 9,900.00
1	Genetec Professional Services	$ -	$ 7,500.00	$ 7,500.00
6	Genetec SDK Licenses	$ 250.00	$ 215.00	$ 1,290.00
3	Oosto Appliances (Dell OEM)	$ 39,000.00	$ 29,000.00	$ 87,000.00
1	Cat6 Cable	$ -	$ 2,400.00	$ 2,400.00
1	Conduit, Innerduct, Hangers and Commodities	$ -	$ 14,000.00	$ 14,000.00
1	Installation and Programming			$ 65,000.00
1	Design and Project Coordination/Management		$ 6,000.00	$ 7,000.00
1	Freight			$ 4,000.00
	Tax	0.0875		$ 12,053.48
	TOTAL PROPOSAL COST			$ 365,917.48

TOTAL PROPOSAL COST: $731,834.96

8706 Utica Avenue
Rancho Cucamonga, CA 91730
(909) 941-0300 phone

Terms and Conditions

1. This proposal is valid for 30 days. All invoices are due Net 15 days from the date of the invoice. Please make checks payable to:
   ATAC, Inc.
   8706 Utica Avenue
   Rancho Cucamonga, CA 91730
   Attn: Accounts Receivable
2. All taxes and freight are included. Returned material shall incur restocking fees.
3. ATAC, Inc. has the right to stop work should invoices not be paid within 30 days. Shall work be stopped the owner shall still be responsible for payment of all services rendered prior to the stop of work.
4. ATAC, Inc. shall provide proof of standard insurance upon request. Should insurance requirements above ATAC, Inc. standard coverage be required additional charges shall apply.
5. This proposal is based on prevailing wage rates.

Bid Prepared By:

David Clark
President
ATAC, Inc.

Bid Approved By: Address:

Print Name _____ _____

Signature _____ _____

Phone Number _____ _____

Date _____

CITY OF ONTARIO *Agenda Report* **July 16, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Police Department Prepared By: Nicole Alvarez Department: Prepared By: Nicole Alvarez Staff Member Presenting: Mike Lorenz, Chief of Police Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 25

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

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

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Maintain the Current High Level of Public Safety
Pursue City's Goals and Objectives by Working with Other Governmental Agencies

FISCAL IMPACT: Grants were announced in June 2024 and funds will be used for eligible costs incurred from July 1, 2024, to June 30, 2025. These grant funds are reimbursable on a quarterly basis and fund police overtime to conduct DUI saturation patrols, equipment, and training. The grant approved funding is $99,200 and the City is not required to provide matching funds. To execute the Agreement, the grant requests the department provide documentation from a local governing body, authorizing the organization to receive this grant funding. The approved amount will be included as revenue (and associated expenditure adjustments) in a subsequent quarterly budget report to City Council.

BACKGROUND & ANALYSIS: The California Highway Patrol (CHP) works closely with state and local agencies and other traffic safety stakeholders to actively address impaired driving. The CHP will consider a variety of factors in determining specific needs for each grant cycle, including opportunities and projects best suited to prevent the loss of life, injuries, and property damage caused by driving under the influence of alcohol and/or drugs.

The purpose of the Cannabis Tax Fund Grant Program (CTFGP) is to provide alternative funding sources to augment, but not supplant, current activities and programs. The CHP will allocate funds for the project categories in accordance with California Code of Regulations (CCR) Sections 1890.05 through 1890.07, as determined by the CHP.

With the passage of Proposition 64, the Control, Regulate, and Tax Adult Use of Marijuana Act (AUMA), California voters mandated the state set aside funding for the California Highway Patrol (CHP) to award grants to local governments and qualified nonprofit organizations, as described in Revenue and Taxation Code Section 34019(f)(3)(B).

The Cannabis Tax Fund Grant Program marks an important step toward reducing impaired driving crashes, increasing public awareness surrounding the dangers of impaired driving, and making California's roadways a safer place to travel.

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
601 North 7th Street
Sacramento, CA 95811
(916) 843-4360
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)

June 6, 2024

File No.: 060.15426.17369

Nicole Alvarez
Ontario Police Department
2500 South Archibald Avenue
Ontario, CA 91761

Dear Ms. Alvarez:

On behalf of the California Highway Patrol (CHP), it is my pleasure to inform you, the Ontario Police Department is conditionally approved for Cannabis Tax Fund Grant Program (CTFGP) funding in the amount of $99,200.00. The purpose of this grant funding is to help your agency reduce and mitigate the impacts of impaired driving in your community.

The official Grant Agreement for signature is forthcoming. In order to execute your Grant Agreement, please provide documentation from a local governing body, authorizing your organization to receive this grant funding, to the Cannabis Grants Unit, by email at CGUGrants@chp.ca.gov, as soon as possible. Refer to California Code of Regulations Title 13, Division 2, Chapter 13, Section 1890.13(g) for additional information.

The CHP looks forward to partnering with you and your agency on this project in an effort to make California's roadways a safer place to travel. If you have any questions, please feel free to contact the Cannabis Grants Unit at (916) 843-4360.

Sincerely,

K. M. DAVIS, Chief
Enforcement and Planning Division

CITY OF ONTARIO *Agenda Report* **July 16, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Vivian Quintana Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Bonnie Tam, Gina Gomez Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 26

SUBJECT: A GOODS AND SERVICES AGREEMENT WITH CONSOLIDATED ELECTRICAL DISTRIBUTORS FOR THE PURCHASE OF ELECTRICAL AND LIGHTING SUPPLIES

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

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Maintain the Current High Level of Public Safety
Operate in a Businesslike Manner

FISCAL IMPACT: The recommended contract award to Consolidated Electrical Distributors is for a total not-to-exceed contract amount of $356,151 over the three-year term. Two (2) one-year extensions may be exercised at the City's sole discretion for an additional $237,434, for a total contract amount not-to-exceed $593,585 over a five-year term. The Fiscal Year 2024-25 Adopted Budget includes appropriation in the Facility Maintenance Fund for the Purchase of Electrical and Lighting Supplies.

BACKGROUND & ANALYSIS: The Public Works Agency maintains approximately 90 buildings. The purchase of electrical and lighting supplies is necessary for preventative maintenance, scheduled repairs, and emergency repairs due to unexpected equipment failures and vandalism.

In May 2024, the City solicited bids for Bid No. 1797 for Electrical and Lighting Supplies. Two responses were received, one response met the bid criteria and pricing for all items and one did not meet bid criteria. On May 31, 2024, Public Works Agency received an email from Optima Energy, Inc., stating that it is protesting the decision for this bid. The City's bid instructions requires bidders to maintain a facility within 20 road miles from 1425 S. Bon View Avenue, Ontario, CA. Since the vendor did not maintain a facility within the city limits they did not meet the bid criteria. The bids are summarized below:

Name	Location	Amount
Consolidated Electrical Distributors	Ontario, CA	$118,717
Optima Energy, Inc.	Artesia, CA	$117,326

Consolidated Electrical Distributors, of Ontario, California, submitted a bid that met all the required specifications with a total contract cost of $356,151, over a three-year term. Based on the proposal, credentials, pricing, favorable reference checks, and having a neighboring facility, Staff recommends awarding the Goods and Services Agreement to Consolidated Electrical Distributors.

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

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
GOODS & SERVICES AGREEMENT

This Agreement is made and entered into as of _____, by and between the City of Ontario, a municipal corporation organized under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City") and **Consolidated Electrical Distributors**, a **Corporation** with its principal place of business at **1241 W. Brooks St., Ontario, CA 91762** ("Vendor"). City and Vendor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. Vendor desires to perform and assume responsibility for the provision of certain services and goods required by the City on the terms and conditions set forth in this Agreement. Vendor represents that it is experienced in providing similar services and goods to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California and that is familiar with and understands the needs of City.

B. City desires to engage Vendor to sell to City the materials and/or equipment and/or render such services as more particularly described in this Agreement.

TERMS

1. SCOPE OF SERVICES.

1.1 General Scope of Services. Vendor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the **Electrical & Lighting Supplies** services ("Services") which are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

1.2 Goods. Vendor agrees to sell to City and City agrees to purchase the materials and/or equipment ("Goods") as specified and per the specifications attached hereto and incorporated herein as Exhibit "A", in the quantities subsequently ordered by the City. Unless specifically stated otherwise, the Goods shall be new and unused and of the current production year.

2. TERM.

2.1 The term of this Agreement shall be from **July 1, 2024 to June 30, 2027** unless earlier terminated as provided herein. Vendor shall provide all Goods and complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to

complete the work.

3. FEES AND PAYMENTS.

3.1 Compensation. Vendor shall receive compensation, including authorized reimbursements, for all Goods provided and Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Three Hundred Fifty-Six Thousand One Hundred Fifty-One Dollars with Zero Cents ($356,151)** without written approval of City's Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2 Payment of Compensation. Vendor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Vendor and Goods provided. The statement shall describe the amount of Services and Goods provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all non-disputed and approved charges thereon.

3.3 Reimbursement for Expenses. Vendor shall not be reimbursed for any expenses unless authorized in writing by City.

3.4 Extra Work. At any time during the term of this Agreement, City may request that Vendor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Goods and Services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Vendor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

4. RESPONSIBILITIES OF VENDOR.

4.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Vendor or under its supervision. Vendor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Vendor on an independent contractor basis and not as an employee. Vendor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Vendor shall also not be employees of City and shall at all times be under Vendor's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees, or agents shall have control over the conduct of Vendor or any of Vendor's officers, employees or agents, except as set forth in this Agreement. Vendor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of providing Goods and Services under this Agreement and as required by law. Vendor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

4.2 Schedule of Services.

Vendor shall perform the Services and provide Goods expeditiously, within the term of this Agreement, and in accordance with the Schedule of Goods and Services set forth in Exhibit "B" attached hereto and incorporated herein by reference ("Performance time"). Upon request of City, Vendor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Goods and Services. Vendor agrees that if the Goods are not provided and/or the Services are not completed within the Performance

Time, it is understood, acknowledged and agreed that the City will suffer damage.

4.2.1 Neither City nor Vendor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Vendor and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this Section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the Agreement.

4.2.2 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Vendor to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

4.3 Conformance to Applicable Requirements. All work prepared by Vendor shall be subject to the approval of City.

4.4 Acceptance. The Goods shall be received subject to City's inspection and right of rejection. The Goods shall not be considered accepted until inspection, testing and/or use of the Goods is found to be in accordance with the City's specifications. Final inspection of the Goods shall be at the location specified herein, unless otherwise agreed in writing. If the Goods are found at any time to be defective in material or workmanship, or otherwise not in conformance with specifications, City shall have the right, in addition to any other rights which it may have under warranties or otherwise, to reject such Goods in whole or in part. Rejected Goods shall be held at Vendor's risk for a reasonable time thereafter and shall be returned or disposed of at Vendor's expense. No rejected Goods shall be replaced by Vendor without written instruction or authorization from City.

4.5 Coordination of Services. Vendor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

4.6 Standard of Care; Performance of Employees. Vendor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Vendor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Vendor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Vendor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of

whatever nature that are legally required to perform the Services, including a City business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Vendor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Vendor's failure to comply with the standard of care provided for herein. Any employee of the Vendor or its sub-Vendors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed by the Vendor and shall not be re-employed to perform any of the Services provided under this Agreement.

4.7 Warranty. In addition to all warranties which may be provided by law, Vendor warrants that the Goods delivered hereunder shall, (a) be free from defect of material or workmanship and conform strictly to the specifications, drawings, or sample specified or furnished; (b) conform to drawings, plans, specifications, samples or other descriptions furnished, specified, accepted or approved by City; and (c) be merchantable and fit for the purposes intended. The warranty shall be for a period of one (1) year, or such longer period as provided by a manufacturer's warranty or as agreed to by Vendor and City, from the date of final written acceptance of the Goods by City. This warranty shall survive any inspection, delivery, acceptance, or payment by City of the Goods. Vendor, at its own expense, shall repair or replace, at the option of City, any defective Goods within two (2) business days after receipt of notice from City or within four (4) hours in case of emergency, as determined by City. Vendor also warrants that the Goods are free and clear of all liens and encumbrances whatsoever, that Vendor is conveying good and marketable title to same, and that Vendor owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the Goods. Vendor agrees to indemnify, defend and hold City harmless against any and all third-party claims resulting from the breach or inaccuracy of any of the foregoing warranties.

4.8 Reserved.

4.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Vendor may be required to do, or respecting the size of any payment to Vendor during the performance of this Contract, Vendor shall continue to perform the Work while said dispute is decided by the City. If Vendor disputes the City's decision, Vendor shall have such remedies as may be provided by law.

4.10 Laws and Regulations; Employee/Labor Certifications. Vendor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting its performance under this Agreement, including all Cal/OSHA requirements, and shall give all notices required by law. Vendor shall be liable for all violations of such laws and regulations in connection with this Agreement. If the Vendor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Vendor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Vendor shall defend, indemnify

and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

4.10.1 Employment Eligibility; Vendor. By executing this Agreement, Vendor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Vendor. Vendor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement and shall not violate any such law at any time during the term of the Agreement. Vendor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Vendor shall maintain records of each such verification and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Vendor's compliance with the requirements provided for in Section 4.10 or any of its sub-sections.

4.10.2 Employment Eligibility; Subcontractors, and Consultants. To the same extent and under the same conditions as Vendor, Vendor shall require all of its subcontractors, and consultants performing any work relating to this Agreement to make the same verifications and comply with all requirements and restrictions provided for herein.

4.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Vendor verifies that they are a duly authorized officer of Vendor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Vendor or its subcontractors, or consultants to meet any of the requirements provided for in Sections 4.10.1 or 4.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Vendor under Section 4.10.2); or (3) failure to immediately remove from this contract any person found not to be in compliance with such requirements.

4.10.4 Labor Certification. By its signature hereunder, Vendor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

4.10.5 Equal Opportunity Employment. Vendor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Vendor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

4.10.6 Air Quality. Vendor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Vendor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Vendor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Vendor, its subcontractors, or others for whom Vendor is responsible under its indemnity obligations provided for in this Agreement.

4.10.7 Water Quality.

4.10.7.1 Management and Compliance. To the extent applicable, Vendor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the Santa Ana Regional Water Quality Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

4.10.7.2 Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Vendor or City to penalties, fines, or additional regulatory requirements. Vendor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Vendor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole negligence or willful misconduct of the City, its officials, officers, agents, employees or authorized volunteers.

4.10.7.3 Training. In addition to any other standard of care requirements set forth in this Agreement, Vendor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Vendor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Vendor with a list of training programs that meet the requirements of this paragraph.

5. PROJECT MANAGEMENT

5.1 City's Representative. The City hereby designates **Lance Verdugo, Assistant Director Municipal Services,** or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Vendor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

5.2 Vendor's Representative. Vendor hereby designates **Robert Conover, Manager**, or his or her designee, to act as its representative for the performance of this Agreement ("Vendor's Representative"). Vendor's Representative shall have full authority to represent and act on behalf of the Vendor for all purposes under this Agreement. The Vendor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all work required under this Agreement.

6. INSURANCE.

6.1 Time for Compliance. Vendor shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Vendor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

6.2 Minimum Requirements. Vendor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Vendor, its agents, representatives, employees or subcontractors. Vendor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

6.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

6.2.2 Minimum Limits of Insurance. Vendor shall maintain limits no less than: (1) *General Liability:* **$2,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability* **$2,000,000** per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of **$1,000,000** per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

6.2.3 Manufacturer of Goods. If Vendor is also the manufacturer of any equipment included in the Goods, Vendor shall carry Product Liability and/or Errors and Omissions Insurance which covers said equipment with limits of not less than $1,000,000.

6.2.4 Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Vendor shall, within ten (10) days after receipt of written notice of such cancellation or

reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Vendor or the City may withhold amounts sufficient to pay premium from Vendor payments. In the alternative, the City may suspend or terminate this Agreement.

6.2.5 Additional Insured. The City of Ontario, its directors, officials, officers, employees, agents, and volunteers shall be named as additional insureds on Vendor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

6.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Vendor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

6.3.1 General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Ontario, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Vendor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Vendor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance, deductible, or self-insurance shall be called upon to protect it as a named insured. Any insurance, deductible, or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Vendor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 6.2.2, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 6.3.1.

6.3.2 Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Vendor or for which the Vendor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Vendor's scheduled underlying coverage. Any insurance, deductible, or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Vendor's insurance and shall not be called upon to contribute with it in any way. Policy shall contain or be endorsed to contain such provisions. Notwithstanding the minimum limits set forth in Section 6.2.2, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 6.3.2.

6.3.3 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Vendor.

6.3.4 All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

6.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Vendor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Vendor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

6.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Vendor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Vendor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

6.6 Subcontractor Insurance Requirements. Vendor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Vendor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Vendor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

6.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

6.8 Verification of Coverage. Vendor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a

person authorized by that insurer to bind coverage on its behalf and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

6.9 Reporting of Claims. Vendor shall report to the City, in addition to Vendor's insurer, any and all insurance claims submitted by Vendor in connection with the Services under this Agreement.

7. INDEMNIFICATION.

7.1 Scope of Indemnity. To the fullest extent permitted by law, Vendor shall defend, indemnify and hold the City, its officials, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Vendor, its officials, officers, employees, subcontractors, consultants or agents arising out of or in connection with the Services, the Goods or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Vendor's indemnity obligation shall not apply to such loss or damage which is caused by the sole negligence or willful misconduct of the City.

7.2 Additional Indemnity Obligations. Vendor shall defend, with counsel of City's choosing and at Vendor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and volunteers. In addition, Vendor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Vendor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Vendor shall reimburse City and its officials, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Vendor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and volunteers.

8. CALIFORNIA LABOR CODE

8.1 Prevailing Wages. Vendor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and If the total compensation is $1,000 or more, Vendor agrees to fully comply with such Prevailing Wage Laws. City shall provide Vendor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Vendor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall

post copies at the Vendor's principal place of business and at the project site. Vendor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Vendor shall therefore comply with such Labor Code sections to the fullest extent required by law.

8.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Vendor and all subcontractors must be registered with the Department of Industrial Relations. Vendor shall maintain registration for the duration of this Agreement and require the same of any subcontractor. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

8.3 Compliance Monitoring. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Vendor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Vendor or any subcontractor that affect Vendor's performance of Services, including any delay, shall be Vendor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Vendor caused delay and shall not be compensable by the City. Vendor shall defend, indemnify, and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Vendor or any subcontractor.

9. SAFETY.

Vendor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its services, the Vendor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

10. ACCOUNTING RECORDS.

Vendor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Vendor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Vendor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

11. TERMINATION OF AGREEMENT.

11.1 Grounds for Termination. City may, by written notice to Vendor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Vendor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Vendor shall be compensated only for those Services and Goods which have been adequately rendered to City, and Vendor shall be entitled to no further compensation. If terminated for cause because the Vendor refused or failed to deliver the Goods, the City may obtain Goods by whatever method it may deem expedient. If City's cost of obtaining the Goods, including compensation for additional managerial and administrative services, will exceed the unpaid balance of the Goods, Vendor will be liable for and will pay the difference to City. Vendor may not terminate this Agreement except for cause. The rights and remedies of the City provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

11.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Vendor to provide all finished or unfinished documents and data and other information of any kind prepared by Vendor in connection with the performance of the Services under this Agreement. Vendor shall be required to provide such document and other information within fifteen (15) days of the request.

11.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, goods and services similar to those terminated.

12. GENERAL PROVISIONS.

12.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Vendor:

Consolidated Electrical Distributors
1241 W Brooks St., Ontario, CA 91762
Attn: Robert Conover, Manager

City:

City of Ontario
303 East "B" Street
Ontario, CA 91764-4196
Attn: Vivian Quintana, Facilities Maintenance Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

12.2 Subcontracting. Vendor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City.

Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

12.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Vendor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Vendor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Vendor shall be barred from bringing and maintaining a valid lawsuit against the City.

12.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

12.5 City's Right to Employ Other Vendors. City reserves right to employ other Vendors in connection with the Goods and Services provided under this Agreement.

12.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

12.7 Assignment or Transfer. Vendor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

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

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

12.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

12.11 No Third-Party Beneficiaries. Except to the extent expressly provided for in Section 12.7, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

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

12.13 Prohibited Interests. Vendor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Vendor, to solicit or secure this Agreement. Further, Vendor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Vendor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Vendor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

12.15 Authority to Enter Agreement. Vendor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

12.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

12.17 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. This Agreement may only be modified by a writing signed by both parties.

12.18 Federal Provisions When funding for the Services and Goods is provided, in whole or in part, by an agency of the federal government, Vendor shall also fully and adequately comply with the provisions included in Exhibit "D" (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

SIGNATURES ON NEXT PAGE

SIGNATURE PAGE FOR GOODS & SERVICES AGREEMENT
BETWEEN THE CITY OF ONTARIO
AND CONSOLIDATED ELECTRICAL DISTRIBUTORS

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
Assistant City Clerk

CONSOLIDATED ELECTRICAL DISTRIBUTORS

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

EXHIBIT "A"

SCOPE OF SERVICES

Scope of Services

Purchase of Electrical and Lighting Supplies.

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Fusses and Fuss Holders							$2,050.0000		
1			Bussman HEX-AA	EA	50	$35.0000	$1,750.0000	Yes	Sub in Ferraz Cat# FEX1111
2			Bussman FMN 20	EA	100	$3.0000	$300.0000	Yes	Sub in Ferraz Cat# TRM20
Wire							$37,200.0000		
3			250' 12/2 MC Cable	Roll	10	$167.5000	$1,675.0000	Yes	
4			250' 12/3 MC Cable	Roll	10	$285.0000	$2,850.0000	Yes	
5			250' 10/3 MC Cable	Roll	2	$537.5000	$1,075.0000	Yes	
6			500' #12 THHN, White,STD	Roll	20	$105.0000	$2,100.0000	Yes	
7			500' #12 THHN, Green,STD	Roll	20	$105.0000	$2,100.0000	Yes	
8			500' #12 THHN, Black,STD	Roll	20	$105.0000	$2,100.0000	Yes	
9			500' #12 THHN, Red,STD	Roll	20	$105.0000	$2,100.0000	Yes	
10			2,500' #8 THHN, Black,STD	Roll	4	$1,450.0000	$5,800.0000	Yes	
11			2,500' #8 THHN, Red,STD	Roll	4	$1,450.0000	$5,800.0000	Yes	
12			2,500' #8 THHN, White,STD	Roll	4	$1,450.0000	$5,800.0000	Yes	
13			2,500' #8 THHN, Green,STD	Roll	4	$1,450.0000	$5,800.0000	Yes	
Utility Boxes							$1,821.0000		
14			Christy N09, Electrical Box	EA	20	$50.0000	$1,000.0000	Yes	Sub in Jensen Cat# HN1017B
15			Christy N09R, Electrical Box Lid	EA	20	$35.0000	$700.0000	Yes	Sub in Jensen Cat# HN1017L01
16			Christy N90HHE02, Electrical Box Lid Bolt Kit, Set of 2	EA	20	$6.0500	$121.0000	Yes	Sub in Cat# 100004208
Liminaires							$35,500.0000		
17			ALE0 TROPHER LIGHT LTR-24-UXL/8CT GS ECO-HD (SR/RC)	EA	10	$105.0000	$1,050.0000	Yes	
18			VA-ALA-070LVD4-50-SQ	EA	10	$170.0000	$1,700.0000	Yes	
19			PGR-1-T5-32LC-7-5K-UNV-SM-BZ-DIM-WSC20	EA	10	$655.0000	$6,550.0000	Yes	
20			Luminaires-COBRA HEADS AEL ATBX P40 MVOLT R2 3K MP NL P7	EA	40	$127.0000	$5,080.0000	Yes	
21			Luminaires-COBRA HEADS AEL ATBX P60 MVOLT R3 3K MP NL P7	EA	40	$139.0000	$5,560.0000	Yes	
22			Luminaires-COBRA HEADS AEL ATBS P50 MVOLT R2 3K MP NL P7	EA	40	$171.0000	$6,840.0000	Yes	
23			Luminaires-COBRA HEADS AEL ATBM P30 MVOLT R3 3K MP NL P7	EA	40	$218.0000	$8,720.0000	Yes	
Service Pedestals							$34,175.0000		
24			MYERS MEUG16M10042KMOD	EA	5	$2,590.0000	$12,950.0000	Yes	
25			MYERS MEUG24-M200-42K-MOD	EA	5	$4,245.0000	$21,225.0000	Yes	
Percent Discount							$0.0000		
26			Percent off List Price for items not on Bid Sheet	EA	1	$0.0000	$0.0000	Yes	20% off list price not on bid sheet
Miscellaneous Fees							$7,970.9000		
27			Tax (8.75%)	Lot	1	$7,970.9000	$7,970.9000	Yes	
28			Other fees if applicable	Lot	1	$0.0000	$0.0000	Yes	

EXHIBIT "B"

SCHEDULE OF SERVICES

JULY 1, 2024 – JUNE 30, 2027

EXHIBIT "C"

COMPENSATION

NOT TO EXCEED $356,151

CITY OF ONTARIO *Agenda Report* **July 16, 2024**	**SECTION:** **PUBLIC HEARINGS**
Department: Community Development Prepared By: Rudy Zeledon Department: Prepared By: Rudy Zeledon Staff Member Presenting: Scott Murphy, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 27

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

RECOMMENDATION: That the City Council consider and adopt a Resolution approving the Tentative Cancellation of Land Conservation Contract No. 72-384, File No. PWIL23-001.

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

FISCAL IMPACT: There is not a direct fiscal impact associated with this action. The cancellation fee will be paid by the property owner and will have no fiscal impact on City funds, however, the cancellation of Land Conservation Contract No. 72-384 will have a positive impact on revenue as property taxes for the project area will be reassessed based on residential development rather than agriculture use.

BACKGROUND & ANALYSIS:

Agricultural lands under a Williamson Act Contract are governed by the California Land Conservation Act of 1965, also known as the Williamson Act. Upon annexation, the City of Ontario assumed responsibility for administration of the Land Conservation Contracts that existed in the Ontario Ranch area. The City adopted the Agricultural Overlay Zoning District, or a “Right-to-Farm” Ordinance, that would allow existing agricultural uses within Ontario Ranch to continue for as long as the landowner desired.

Lennar Homes of California, LLC, has submitted a petition to cancel Land Conservation Contract No. 72-384. The subject property totals 23.2 acres of land and is located on the west side of Archibald

Avenue, approximately 890 feet south of Riverside Drive, at 13150 South Archibald Avenue, within Neighborhoods 2A, 2B and 2C of the Countryside Specific Plan. On May 23, 2023, the Planning Commission approved File No. PMTT22-021 (Tract Map No. 20536) allowing a new subdivision on the Project site for the development of 265 dwelling units. The Williamson Act Contract Cancellation has been submitted in conjunction with a Development Plan (File No. PDEV23-035) to facilitate the construction of the dwelling units, which includes 126 row-town multi-family dwellings, 83 detached cluster dwellings, and 56 single-family detached dwellings, along with utility improvements and community amenities.

CANCELLATION FEE: As required by the Williamson Act, there is a penalty fee for cancellation of an Agricultural Contract. The fee is equal to 12.5 percent of the unrestricted base value of the land. The property appraisal, as determined by the County Assessor's Office, is valid for one year from the date of assessment. The total cancellation, as determined by the County Assessor, is $2,000,000.

REQUIRED FINDINGS: The cancellation process for Williamson Act Contracts identifies findings which must be made in order to cancel a Contract. The City Council must find that the proposed cancellation is consistent with the purposes of the Williamson Act or is in the public interest. Staff has reviewed the request and believes that the cancellation is consistent with the purposes of the Williamson Act as follows:

1. The cancellation is for land on which a Notice of Non-Renewal has been served.
2. Cancellation is not likely to result in the removal of adjacent lands from agricultural use.
3. Cancellation is for an alternative use which is consistent with the applicable provisions of the City's Policy Plan (General Plan).
4. Cancellation will not result in discontinuous patterns of urban development.
5. There is no proximate non-Contracted land, which is both available and suitable for the alternative proposed use or that development of the subject property will provide more contiguous patterns of urban development than development of proximate non-Contracted land.

The findings are identified in the attached Resolution. Following each required finding is the supporting statements that satisfy the requirements for cancellation.

CONDITIONS AND CONTINGENCIES: The following conditions and contingencies will be required to be satisfied upon approval of the Tentative Cancellation by the City Council and before Final Cancellation. All applicable conditions must be satisfied within one year of the date of recording of the Certificate of Tentative Cancellation. Conditions and contingencies include:

1. Upon approval, a Certificate of Tentative Cancellation must be recorded with the County Clerk;
2. Payment in full of the penalty fee. If the fee is not paid or a Certificate of Cancellation is not issued within one year from the date of the recording of the Tentative Cancellation, the fee shall be recomputed; and
3. Obtain all necessary approvals (including Specific Plan, EIR adoption, and Tentative Map(s) to commence the specified alternative use.

Within 30 days of satisfaction of the conditions, the City Council must execute and record a Certificate of Final Cancellation of Contract.

HOUSING ELEMENT COMPLIANCE: The Project is consistent with the Housing Element of the Policy Plan (General Plan) component of The Ontario Plan, as the Project site is not one of the properties in the Housing Element Sites contained in Tables B-1 and B-2 (Housing Element Sites Inventory) of the Housing Element Technical Report.

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

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

ENVIRONMENTAL REVIEW: The environmental impacts of this Project were previously reviewed in conjunction with PSPA22-001 and PMTT22-021, an amendment to the Countryside Specific Plan and a Tentative Tract Map to facilitate the development of 265 dwelling units in Neighborhoods 2A, 2B and 2C, for which an Addendum to Countryside Specific Plan Environmental Impact Report (State Clearinghouse No. 2004071001, certified by the City Council on April 18, 2006) ("Certified EIR") was adopted by the City Council on October 5, 2023. This Application introduces no new significant environmental impacts. All previously adopted mitigation measures are a condition of Project approval and are incorporated herein by this reference.

PLANNING COMMISSION REVIEW: On June 25, 2024, the Planning Commission conducted a public hearing and voted (7-0) to recommend City Council approval of the Tentative Cancellation of Williamson Act Contract No. 72-384 (File No. PWIL23-001).

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PWIL21-003, A TENTATIVE CANCELLATION OF LAND CONSERVATION CONTRACT NUMBER 72-384 FOR 23.2 ACRES OF LAND GENERALLY LOCATED ON THE WEST SIDE OF ARCHIBALD AVENUE, APPROXIMATELY 893 FEET SOUTH OF RIVERSIDE DRIVE, AT 13150 SOUTH ARCHIBALD AVENUE, WITHIN NEIGHBORHOODS 2A, 2B AND 2C OF THE COUNTRYSIDE SPECIFIC PLAN AND MAKING FINDINGS IN SUPPORT THEREOF—APN: 0218-111-60 AND 0218-111-61.

WHEREAS, Lennar Homes of California, LLC ("Applicant") has filed an Application for the approval of the cancellation of Land Conservation Contract Number 72-384, File No. PWIL23-001, as described in the title of this Resolution (hereinafter referred to as "Application" or "Project"); and

WHEREAS, the Application applies to 23.2 acres of land generally located on the west side of Archibald Avenue, approximately 893 feet south of Riverside Drive, at 13150 South Archibald Avenue within Neighborhoods 2A, 2B and 2C of the Countryside Specific Plan, and is presently unimproved and formally used for agriculture; and

WHEREAS, the properties to the north and east of the Project site are within the MDR-18 (Medium Density Residential 11.1 – 18.0 du/ac) and are developed with multiple family dwellings. The properties to the south and west are within Planning Area 1 Neighborhoods 1 and 4 of the Countryside Specific Plan, and are developed with single-family detached dwellings; and

WHEREAS, the City, upon annexation, assumed responsibility for administration of the Land Conservation Contracts which existed in the annexed area; and

WHEREAS, the City Ontario certified the Environmental Impact Report (SCH#2008101140) for The Ontario Plan (TOP) on January 27, 2010. The adoption of TOP also included the approval of the Policy Plan (General Plan), which replaced the previous Ontario General Plan and New Model Colony General Plan Amendment. The Final TOP EIR concluded that the conversion of agricultural uses to urban uses within Ontario Ranch (NMC) would result in significant and unavoidable impacts to agriculture, therefore a Statement of Overriding Considerations was approved; and

WHEREAS, the City's Agricultural Overlay Zoning District, or a "right-to-farm" ordinance (Development Code Division 6.01, Section 6.01.035), allows existing agricultural uses within Ontario Ranch to continue for as long as the landowner desires; and

WHEREAS, the Application is a project pursuant to the California Environmental Quality Act — Public Resources Code Section 21000 et seq. — (hereinafter referred to

as "CEQA") and an initial study has been prepared to determine possible environmental impacts; and

WHEREAS, on November 11, 2023, the Applicant submitted a Petition for Cancellation of Land Conservation Contract Number 72-384, with the specified alternative use of residential development; and

WHEREAS, the environmental impacts of this project were reviewed in conjunction with the Countryside Specific Plan, File No. PSP04-001, Environmental Impact Report (SCH#2004071001) certified by the City Council on April 18, 2006; and

WHEREAS, the Addendum to the Countryside Specific Plan Environmental Impact Report (State Clearinghouse No. 2004071001) was certified by the City Council on October 5, 2023, (“Certified EIR”) in conjunction with File Nos. PSPA22-001 and PMTT22-021, in which development and use of the Project site was discussed; and

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

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

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

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

WHEREAS, on June 25, 2024, the Planning Commission of the City of Ontario conducted a hearing to consider the Project, and concluded said hearing on that date, voting (7-0) to issue Resolution No. PC24-027, recommending the City Council approve the Application; and

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

WHEREAS, on July 16, 2024, the City Council of the City of Ontario conducted a hearing to consider the Project, and concluded said hearing on that date; and

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

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

SECTION 1. ***Environmental Determination and Findings.*** As the decision-making body for the Project, the City Council has reviewed and considered the information contained in the previous Certified Countryside Specific Plan, File No. PSP04-001, Environmental Impact Report (SCH#2004071001) and supporting documentation. Based upon the facts and information contained in the previous Certified EIR and supporting documentation, the City Council finds as follows:

(1) The environmental impacts of this project were previously reviewed in conjunction with File No. PSP04-001, the Countryside Specific Plan for which Certified EIR was adopted by the City Council on April 18, 2006; and

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

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

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

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

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

SECTION 3. ***Ontario International Airport Land Use Compatibility Plan ("ALUCP") Compliance.*** The California State Aeronautics Act (Public Utilities Code Section 21670 et seq.) requires that an Airport Land Use Compatibility Plan be prepared for all public use airports in the State; and requires that local land use plans and individual

development proposals must be consistent with the policies set forth in the adopted Airport Land Use Compatibility Plan.

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

SECTION 4. ***Concluding Facts and Reasons.*** Based upon the substantial evidence presented to the City Council during the above-referenced hearing, and upon the specific findings set forth in Section 1 through 3 above, the City Council hereby concludes as follows:

a. ***The cancellation is for land on which a Notice of Non-Renewal has been served.*** Pursuant with Government Code § 51245 a Notice of Non-Renewal of Land Conservation Contract No. 72-384, was recorded on November 30, 2023, as Instrument No. 2023-0294361, Official Records, has been served.

b. ***Cancellation is not likely to result in the removal of adjacent lands from agricultural use.*** Cancellation of the Land Conservation Contract No. 72-384 is not likely to result in the removal of adjacent lands from agricultural uses. The properties surrounding the site are developed with residential, with a remaining independent, agricultural site to the south. In addition, the Contract properties are no longer farmed. The change in use on this parcel would be due to the development of the specific plan and not to the cancellation of land conservation contract. Moreover, the policy decision to transition uses in the area from agriculture to urban was made when the City adopted TOP Policy Plan. The environmental consequences of that decision were analyzed in the Environmental Impact Report certified in conjunction with The Ontario Plan (TOP). Thus, the City's prior planning decision, and not the cancellation of the contracts associated with this project, would be the cause of any influence on the decision to remove land from agricultural use. Additionally, to ease the transition from agricultural to urban uses and to minimize conflicts between the two uses, the City has adopted an Agricultural Overlay District.

c. ***Cancellation is for an alternative use which is consistent with the applicable provisions of the City's General Plan.*** The City of Ontario TOP Policy Plan (General Plan) land use plan, designates the subject properties for Low Medium Density Residential (5.1 to 11 du/ac) and Medium Density Residential (11.1 to 25 du/ac) and requires a specific plan to be adopted to implement the land uses. The subject properties are located within Neighborhood 2A (RD Cluster Court 3), Neighborhood 2B (RD Row Townhomes) and Neighborhood 2C (RD 3,000 SF lots) of the Countryside Specific Plan and is planned in accordance with the City of Ontario Policy Plan's (General Plan) land use designation of Low Medium Density Residential (5.1 to 11 du/ac) and Medium Density Residential (11.1 to 25 du/ac) as illustrated by Exhibit LU-01 "Land Use Plan" of the Policy Plan (General Plan).

d. ***Cancellation will not result in discontinuous patterns of urban development. The cancellation of the Land Conservation Contracts will not result in discontinuous patterns of urban development.*** The cancellation of the Land Conservation Contract will not result in discontinuous patterns of urban development. The subject properties are part of Countryside Specific Plan. The Ontario Plan Policy Plan (General Plan) includes requirements for subsequent approval by the City of a Specific Plan for development within Ontario Ranch. Specific Plans are required to ensure that sufficient land area is included to achieve unified districts and neighborhoods. The Countryside Specific Plan incorporates the development framework for detailed land use, circulation, infrastructure including drainage, sewer, and water facilities, provision for public services including parks and schools, and urban design and landscape plans. In addition, most of the properties surrounding the site are developed with residential uses and therefore the cancellation of the Williamson Act contract associated with the Project would not result in leapfrog development.

e. ***There is no proximate non-Contracted land, which is both available and suitable for the alternative proposed use or that development of the subject property will provide more contiguous patterns of urban development than development of proximate non-Contracted land.*** The cancellation of the Land Conservation Contract No. 72-384 will not result in discontinuous patterns of urban development. The contracted land lies within the boundaries of Countryside Specific Plan. The adjacent non-contracted lands to the north, south and west are located within the Countryside Specific Plan and developed with residential uses. The properties to the east are located within Archibald Ranch and developed with residential uses. The development of the subject site and adjacent residential developed non-contracted site within the Countryside Specific Plan will eliminate "leapfrog" development and continue to provide for more contiguous patterns of urban development than development of proximate non-contracted land.

SECTION 5. ***City Council Action.*** Based upon the findings and conclusions set forth in Sections 1 through 4, above, the City Council hereby APPROVES the herein described Application, attached hereto as "Attachment A," and incorporated herein by this reference.

SECTION 6. ***Indemnification.*** The Applicant shall agree to defend, indemnify and hold harmless, the City of Ontario or its agents, officers, and employees from any claim, action or proceeding against the City of Ontario or its agents, officers or employees to attack, set aside, void, or annul this approval. The City of Ontario shall promptly notify the applicant of any such claim, action, or proceeding, and the City of Ontario shall cooperate fully in the defense.

SECTION 7. ***Custodian of Records.*** The documents and materials that constitute the record of proceedings on which these findings have been based are located at the City of Ontario City Hall, 303 East "B" Street, Ontario, California 91764. The custodian for these records is the City Clerk of the City of Ontario.

SECTION 8. ***Certification to Adoption.*** The City Clerk of the City of Ontario shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 16th day of July, 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

ATTACHMENT “A”

Certificate of Tentative Cancellation of
Land Conservation Contract 72-384
(Document follows this page)

CERTIFICATE OF TENTATIVE CANCELLATION
OF
LAND CONSERVATION CONTRACT

This certifies that in accordance with the California Government Code Article 5, Chapter 7, Division 1 of Title 5 (beginning with Section 51280), the City Council of the City of Ontario has made findings necessary to support issuance of this Certificate of Tentative Cancellation to 72-384, hereinafter referred to as OWNER, for cancellation of the Land Conservation Contract attached hereto and made a part hereof as Exhibit "A".

This Certificate concerns 29.095 Acres of real property described in Exhibit "B" (map and legal description), attached hereto and made a part hereof, which is in the City of Ontario and which is (all) (a portion) of the property subject to the provisions of the above-referenced contract ("Property").

The petition for cancellation was accompanied by a proposal for a specified alternative use of the Property, and sets forth the following proposed alternative use:

The City of Ontario Policy Plan (General Plan) land use plan, designates the subject properties for Low Medium Density Residential (5.1 to 11 du/ac) and Medium Density Residential (11.1 to 25 du/ac) and requires a specific plan to be adopted to implement the land uses. Zones. The subject properties are located within Neighborhood 2A (RD Cluster Court 3), Neighborhood 2B (RD Row Townhomes) and Neighborhood 2C (RD 3,000 SF lots) of the Countryside Specific Plan and is planned in accordance with the City of Ontario Policy Plan's (General Plan) land use designation of Low Medium Density Residential (5.1 to 11 du/ac) and Medium Density Residential (11.1 to 25 du/ac) as illustrated by Exhibit LU-01 "Land Use Plan" of the Policy Plan (General Plan).

The City Council of the City of Ontario will, in accordance with Government Code Section 51283.4(b), within thirty (30) days of receipt of written notice from OWNER that the conditions and contingencies hereinafter set forth have been satisfied, make its determination whether or not such conditions and contingencies are, in fact, satisfied, and if it is determined that the conditions and contingencies have been satisfied, the City will execute, City Manager, a Certificate of Cancellation of the above Land Conservation Contract set forth in Exhibit "A" covering the Property and cause the same to be recorded.

The conditions and contingencies which must be satisfied prior to execution of a Certificate of Cancellation by the City Manager of the City of Ontario are as follows:

1. Payment in full of the cancellation fee, determined in accordance with Government Code Section 51283, in the amount of $2,000,000; and
2. Certification of associated Environmental Impact Report; and
3. Approval of Tentative Maps on the subject property, which are required to commence the specified alternative use; and

Should the OWNER fail to pay the cancellation fee as herein provided within one (1) year from the date this Certificate is recorded or a Certificate of Cancellation cannot otherwise be issued within one (1) year from the date this Certificate is recorded, the cancellation fee shall be recomputed.

If the OWNER has been unable to satisfy the above conditions and contingencies, owner shall so notify the City of Ontario of the particular conditions or contingencies which they are unable to satisfy. Within thirty (30) days after receipt of such notice, and upon a determination that the OWNER is in fact unable to satisfy such conditions and contingencies, the City Manager of the City of Ontario shall execute a Certificate of Withdrawal of this Certificate of Tentative Cancellation and cause such certificate to be recorded.

This Certificate of Tentative Cancellation is hereby executed on this 16th day of July 2024, by the Mayor of the City of Ontario.

_____
Scott Ochoa, City Manager

ATTEST:

_____
City Clerk

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

State of California

County of _____

On _____ before me, _____, Notary Public,

personally appeared _____

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

BOOK 8089 PAGE 901

Exhibit "A"

RECORDED
REQUEST OF
MAIL TO
COUNTY COUNCIL
ATTN: BOB WALKER

591 RECORDED IN OFFICIAL RECORDS
SAN BERNARDINO COUNTY CAL.
TED H. CAUDILL, RECORDER

NO FEE
E

1972 DEC 27 AM 11 09

LCC#72-384

LAND CONSERVATION AGREEMENT

THIS AGREEMENT is made and entered into this 28th day of NOVEMBER, 19 72, by and between

JOHN B. FIELD and SYLVIA M. FIELD

(All owners, including multiple owners, and spouses, must be entered above. If unmarried, so indicate.) hereinafter referred to as "OWNER" (for both singular and plural), and the COUNTY OF SAN BERNARDINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY":

WITNESSETH

WHEREAS, OWNER possesses certain real property located within the COUNTY, which property is presently devoted to agricultural and compatible uses and is particularly described in Exhibit "A", attached hereto and made a part hereof, and

WHEREAS, said property is located in an agricultural preserve heretofore established by COUNTY by Resolution ~~No.~~ dated 2/10/70 *, and

*with reference to Preserve Map

WHEREAS, both OWNER and COUNTY desire to limit the use of said property to agricultural and compatible uses in order to discourage premature and unnecessary conversion of such lands from agricultural uses, recognizing that such land has definite public value as open space and that the preservation of such land in agricultural production constitutes an important physical, social, esthetic and economic asset to the COUNTY to maintain the agricultural economy of the COUNTY and the State of California, and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of California Revenue and Taxation Code Section 422; and

WHEREAS, it is the intent of COUNTY and OWNER that the continued existence of the within Agreement is made dependent upon the existence of legislation or other law implementing Article XXVIII of the California Constitution so the effect of the terms, conditions and restrictions of the Agreement on property values for taxation purposes is as favorable to OWNER as the legislation existing on the last renewal date.

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NOW, THEREFORE, the parties in consideration of the mutual covenants and conditions set forth herein and the substantial public benefits to be derived therefrom, do hereby agree as follows:

1. California Land Conservation Act of 1965, as amended - This contract is made and entered into pursuant to the California Land Conservation Act of 1965, as amended, (Chapter 7 of Part 1 of Division 1 of Title 5 of the California Government Code commencing with Section 51200) and is subject to all the provisions, including amendments thereto which may be enacted, which are specifically applicable to such contracts.

2. Agricultural and Compatible Uses - During the term of this contract or any renewals thereof, the above described land shall not be used for any purpose, other than the production of agricultural commodities for commercial purposes and compatible uses as listed in the resolution establishing the preserve within which the land is located, a copy of such list is attached hereto and marked as Exhibit "B".

3. Additional Agricultural Uses - The Board of Supervisors of COUNTY may from time to time and during the term of this contract or any extensions thereof, by resolution add to those uses listed in the resolution establishing the preserve within which the land is located; provided, however, said Board shall not eliminate, without written consent of OWNER, a compatible use during the term of this contract or any renewals thereof.

4. Condemnation - In the event of an action in eminent domain or on acquisition in lieu of eminent domain in respect to the land, or any part thereof, described herein, this contract shall be subject to the provisions of Government Code Sections 51290 et seq.

5. Term of Contract - This contract shall be effective commencing on January 1, 1972, and shall remain in effect for a period ending December 31, 1981, and during such renewals of this contract.

This contract shall be automatically extended for an additional year on the first day of each January (so that the unexpired term is ten (10) years from the first day of each January), unless notice of non-renewal is given pursuant to Government Code Section 51245 et seq. Upon receipt of timely notice of non-renewal by either party this contract shall remain in effect for the balance of the period remaining since the original execution or the last renewal of the contract, as the case may be.

6. No Payments by County - OWNER shall not receive any payment from COUNTY in consideration of the obligations imposed hereunder, it being recognized and agreed that the consideration for the execution of this contract is the substantial public benefit to be derived therefrom and the advantage which will accrue to OWNER as a result of the effect on the method of determining the assessed value of land described herein and any reduction thereof due to the imposition of the limitations on its use contained herein.

7. Successors in Interest - This contract shall run with the land described herein, and shall be binding upon the heirs, successors and assigns of OWNER.

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8. Cancellation - Except as provided in Clause 9, below, this contract may be cancelled as to any or all of the land described in Exhibit "A" by mutual agreement of OWNER and COUNTY providing such cancellation is strictly pursuant to the provisions of Government Code Sections 51280 through 51285.

9. Restrictive Law Alteration - This contract may be cancelled by mutual agreement of COUNTY and OWNER without payments or public hearing if it is replaced by an enforceable restriction authorized by Article XXVIII of the California Constitution or whenever there is no operative legislation or other law implementing said Article at the time the cancellation is requested by OWNER.

10. Division of Land under Contract - Whenever the land under this contract is divided, the owner of any parcel may exercise, independent of any other owner of a portion of the divided land, any of the rights of the owner of the original contract, including the right to give notice of non-renewal and to petition for cancellation. The effect of any such action by the owner of a parcel created by the division of land under contract shall not be imputed to the owners of the remaining parcels and shall have no effect on the contract as it applies to the remaining parcels of divided land.

11. Information from Owner - OWNER, upon request of COUNTY, shall provide information relating to OWNER'S obligation under this contract.

12. Acts of Non-Renewal by County - Removal of land under this contract from an agricultural preserve shall be the equivalent of notice of non-renewal by COUNTY and COUNTY shall at least 60 days prior to the next renewal date following the removal, serve a notice of non-renewal as provided in Government Code Section 51245.

13. Termination Document Recordation - In the event of termination of this contract by (1) notice of non-renewal, (2) cancellation, (3) nullification by annexation or condemnation, the COUNTY shall record the appropriate documents in the County Recorder's Office and file such documents with any other governmental agency authorized to receive them.

14. Annexation of Land Within One Mile - In the event that the land of the OWNER, or any portion thereof, which is included in Exhibit "A" and is within one mile of the boundaries of a city at the time this contract is executed, is subsequently annexed by such city, but such city by its acts does not succeed to all the rights, duties and powers of this contract, then the OWNER and the land, or such portion thereof, shall be subject to a charge amounting to the differential (for the last five assessments prior to annexation, or the actual number of assessments, if less than five, during the existence of this contract) between the taxes as actually computed under this contract, and the taxes which would have been computed without the benefit of the restrictions of this contract.

15. Notices - Any notices required to be given hereunder or required to be given by law shall be given by United States Registered Mail, return receipt requested, and any notice to the COUNTY shall be sent to the Clerk to the Board of Supervisors of San Bernardino County, San Bernardino, California, and any notice to the OWNER shall be sent to the last known address as shown on the latest assessment roll. Such address shall be the proper address for every person in the case of multiple owners.

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16. Severability - It is understood and agreed by the parties hereto that if any of these provisions shall contravene the Land Conservation Act of 1965, as amended, or be invalid under any law, such contravention or invalidity shall not invalidate the entire contract, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.

IN WITNESS WHEREOF, OWNER and COUNTY have executed this Contract on the day and year first above written.

COUNTY OF SAN BERNARDINO

By: _____
CHAIRMAN of the Board of Supervisors

ATTEST:

V. DENNIS WARDLE, County ~~Clerk and ex officio~~ Clerk of the Board of Supervisors

By: _____ ~~Deputy~~

SEAL

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

On this 26th day of December, 1972, before me, Esther Vaugall, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Ruben S. Ayala known to me to be the Chairman of the Board of Supervisors of the County of San Bernardino that executed the within Contract and acknowledged to me that said County of San Bernardino did execute the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

(SEAL)

OFFICIAL SEAL
ESTHER VAUGALL
Notary Public — California
PRINCIPAL OFFICE IN
SAN BERNARDINO COUNTY
My Commission Expires June 19, 1976

Esther Vaugall
NOTARY PUBLIC in and for said County and State

NOTE: All owners, including multiple owners, and spouses, must execute this Amendment. All signatures must be notarized, either separately or collectively. Please obtain the certification sheets necessary for the signatures and attach them after this page.

OWNER(S)

John B. Field

Sylvia M. Field

STATE OF CALIFORNIA)
) ss.
COUNTY OF ~~SAN BERNARDINO~~ Los Angeles)

On this 7th day of December, 19 72, before me HARVEY R. RILEY, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

JOHN B. FIELD and SYLVIA M. FIELD

known to me to be the person(s) whose name(s) ~~is~~ (are) subscribed to the within instrument, and acknowledged that ~~he~~ (they) executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

OFFICIAL SEAL
HARVEY R. RILEY
NOTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commision Expires May 31, 1976

NOTARY PUBLIC in and for said
County and State

(SEAL)

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 19____, before me _____, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

known to me to be the person(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged that he (they) executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

NOTARY PUBLIC in and for said
County and State

(SEAL)

EXHIBIT "A"

DESCRIPTION OF PROPERTY

TAX PARCEL NUMBER	EXACT DESCRIPTION FROM LAST TAX STATEMENT
218 111 36	E 999.12 ft meas alg N li NE 1/4 NE 1/4 Sec 10, Tp 2 S, R 7 W, EX N 929.01 ft meas alg E li thereof, and E 999.08 ft meas alg S li N 1/2 SE 1/4 NE 1/4 sd Sec 10 EX St. 23.42 ac m/l.

UNIFORM RULES AND COMPATIBLE USES
FOR AGRICULTURAL PRESERVES IN SAN BERNARDINO COUNTY

The following uses are hereby determined to be agricultural and compatible uses within an agricultural preserve, and all other uses are prohibited therein:

(1) Agricultural use, described as any use of land for the purpose of producing an agricultural commodity, consisting of any and all plant and animal products, for commercial purposes, provided such use is permitted by the applicable zoning and not prohibited by other law or ordinance.

(2) A stand for display and sale of agricultural commodities produced on the premises or on other premises within the preserve.

(3) Gas, electric, water, and communication utility facilities, and public service facilities of like nature operated by a public agency or mutual water company.

(4) Public highways.

(5) Fire protection works and facilities.

(6) Flood control works, including channel rectification and alteration.

(7) Public works required for fish and wildlife enhancement and preservation.

(8) Improvements for the primary benefit of the lands within the preserve.

(9) State improvements described in Section 51293, subsections (f) and (g) of the California Government Code.

(10) One-family dwellings for the use only of an owner or manager of land within the agricultural preserve, or a person employed on said land, if such use is permitted by the applicable zoning, but not exceeding three (3) dwellings for each parcel of not less than ten (10) acres.

(11) Farm labor camps, including temporary trailer housing, subject to the conditions of law or ordinance otherwise applicable.

(12) Drying, packing or other processing of an agricultural commodity usually performed on the premises where it is produced.

(13) Any other use, not inconsistent with uses listed in (1) above, existing on the date the land is included within an agricultural preserve, but such use once discontinued for two (2) years shall not be resumed unless permitted under these rules.

(14) "Open space use" as defined in California Government Code Section 51201.

(15) Any use required to be permitted by any amendment to the California Land Conservation Act of 1965 hereafter adopted.

(16) Any use determined to be a compatible use in all agricultural preserves by the Board of Supervisors, after public hearing on ten (10) days' published notice and such other notice, if any, as they may specify. Thereafter such use shall be deemed a compatible use in any agricultural preserve, providing that it is not inconsistent with uses listed in paragraph (1) above.

Exhibit "B"

LEGAL DESCRIPTION

Real property in the City of Ontario, County of San Bernardino, State of California, described as follows:

PARCEL A: (APN: 0218-111-60-0-000)

PARCEL 1 OF PARCEL MAP NO. 9486, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 107 OF PARCEL MAPS, PAGES 98 AND 99, RECORDS OF SAID COUNTY.

PARCEL A1:

AN EASEMENT FOR A WELLSITE TOGETHER WITH THE CONSTRUCTION AND MAINTENANCE OF WATER PIPE LINES ALONG WITH SUCH RIGHTS APPURTENANT TO THE REPAIR AND MAINTENANCE OF PUMPING PLANT EQUIPMENT TOGETHER WITH ALL NECESSARY RIGHTS OF INGRESS AND EGRESS.

SAID EASEMENT LYING WITHIN PARCEL 2, PARCEL MAP NO. 9486, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 107 OF PARCEL MAPS, PAGES 98 AND 99, RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL 2; THENCE SOUTH 89 DEG. 45' 04" EAST ALONG THE SOUTH LINE OF SAID PARCEL 2, A DISTANCE OF 360.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 0 DEG. 14' 56" EAST A DISTANCE OF 40.00 FEET;
THENCE SOUTH 89 DEG. 45' 04" EAST A DISTANCE OF 40.00 FEET; THENCE SOUTH 0 DEG. 14' 56" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH LINE PARCEL 2; THENCE NORTH 89 DEG. 45' 04" WEST 40.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 2:

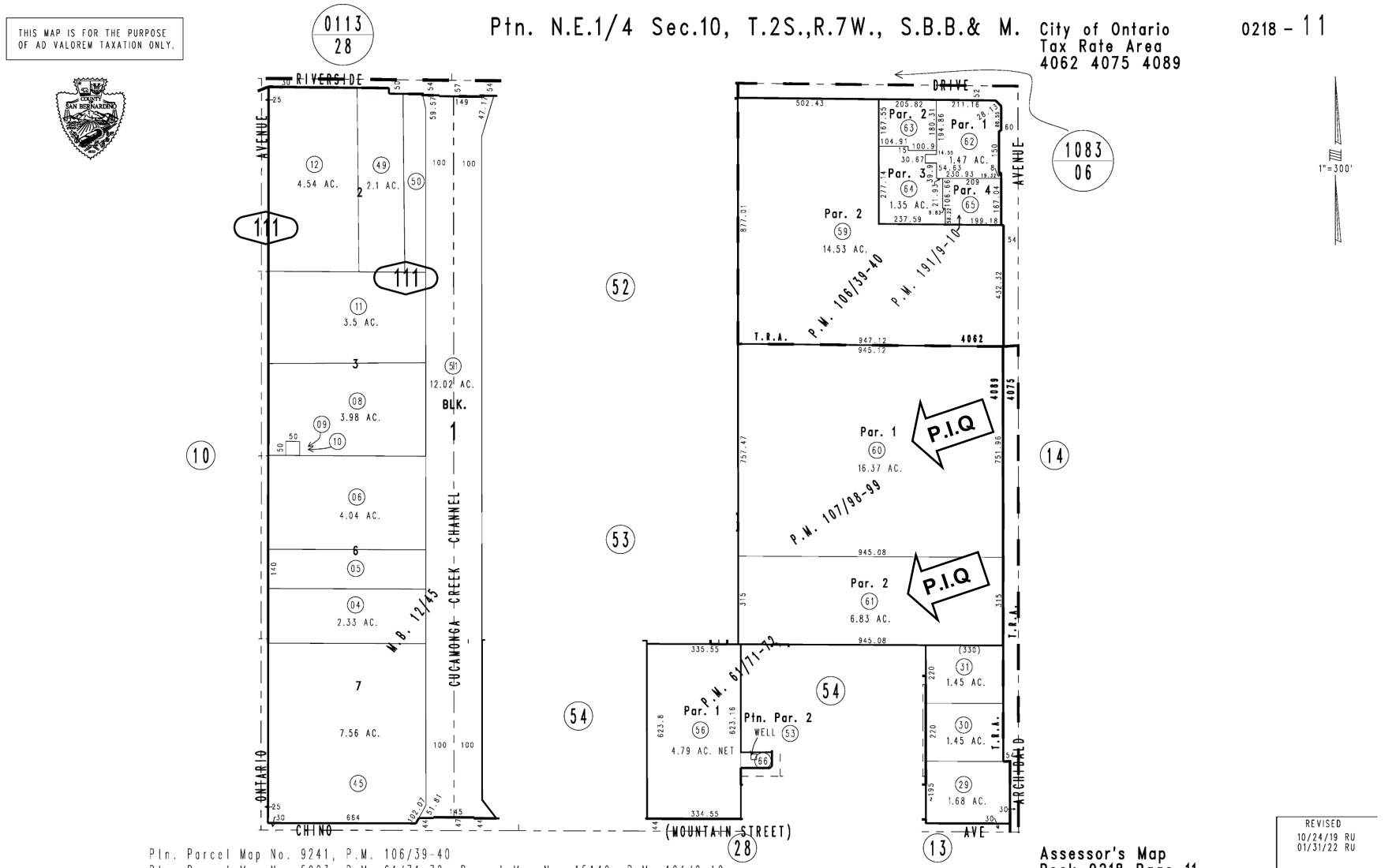
A 20 FOOT EASEMENT LYING 10 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL 2; THENCE SOUTH 89 DEG. 45' 04" EAST ALONG THE SOUTH LINE OF SAID PARCEL 2, A DISTANCE OF 360.00 FEET; THENCE NORTH 0 DEG. 14' 56" EAST A DISTANCE OF 10.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 89 DEG. 45' 04" WEST PARALLEL WITH THE SOUTH LINE OF SAID PARCEL 2, A DISTANCE OF 330.00 FEET; THENCE NORTH 0 DEG. 02' 14" WEST A DISTANCE OF 305.00 FEET, MORE OR LESS, TO THE POINT OF TERMINUS ON THE NORTH LINE OF SAID PARCEL 2.

PARCEL B: (APN: 0218-111-61-0-000)

PARCEL 2 OF PARCEL MAP NO. 9486, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 107 OF PARCEL MAPS, PAGES 98 AND 99, RECORDS OF SAID COUNTY.

Exhibit "B" Continued



CITY OF ONTARIO *Agenda Report* **July 16, 2024**	**SECTION:** **PUBLIC HEARINGS**
Department: Planning Prepared By: Kimberly Ruddins Department: Planning Prepared By: Kimberly Ruddins Staff Member Presenting: Scott Murphy, Executive Director Community Development Reviewed By: Henry Noh, Rudy Zeledon, Scott Murphy Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 28

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

RECOMMENDATION: That the City Council take the following actions:

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

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the Growth and Evolution of the City's Economy
Operate in a Businesslike Manner
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)
Encourage, Provide or Support Enhanced Recreational, Educational, Cultural and Healthy City Programs, Policies and Activities
Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in Ontario Ranch

FISCAL IMPACT: The redesignation of land use from residential to open space will have the impact of reducing future potential property tax revenue. Other properties, however, will be designated for higher densities and/or commercial uses, resulting in increased revenue opportunities. Further, the Ontario

Sports Complex will also generate revenue as part of the complex operations, offsetting the loss in property taxes.

BACKGROUND & ANALYSIS: The Ontario Regional Sports Complex (ORSC) Project site is comprised of approximately 199 acres of land located at the southeast corner of Vineyard Avenue and Riverside Drive within the Armstrong Ranch Specific Plan. The Project site is presently vacant and was previously used for agricultural purposes, such as livestock raising and dairy farming. The site is bounded by Riverside Drive to the north, Chino Avenue to the south, the future Vineyard Avenue to the west, and the Cucamonga Creek Flood Control Channel to the east. Additionally, the Project includes the Vineyard Avenue Corridor which proposes general plan amendments and zone changes. The Vineyard Avenue Corridor is comprised of approximately 94 acres of land and is bounded to the north by Chino Avenue, to the south by Ontario Ranch Road, and on the east and west sides of Vineyard Avenue.
The Project site for the ORSC is located within the boundary of the Armstrong Ranch Specific Plan (ARSP). The ARSP and its related Environmental Impact Report (File No. PSP15-002) (State Clearinghouse No. 2006111009) were adopted by the City Council on December 5, 2017. The ARSP allowed for the development potential of up to 891 residential dwelling units consisting of a variety of single-family detached and attached dwellings and an elementary school. The ARSP proposed residential land use areas that were divided into six individual neighborhood planning areas linked by a network of street-separated sidewalks and trails that also connect the neighborhoods to a variety of park spaces, a proposed elementary school, and City master planned trail systems. The ARSP Environmental Impact Report identified Significant and Unavoidable Adverse Impacts related to conversion of Prime Farmland and Farmland to nonagricultural uses and the exceedance of South Coast Air Quality Management Districts (SCAQMD) thresholds for both daily operations and cumulative impacts.

The proposed General Plan Amendment and Zone Change will replace the Armstrong Ranch Specific Plan with Open Space Recreation (OS-R) and Convention Center Support Commercial (CCS) land use and zoning designations.

Ontario Regional Sports Complex (OSRC) — The ORSC would provide a variety of experiences, including a 6,000-capacity, minor league baseball stadium with supportive retail/hospitality uses, and a City regional park and community recreation facilities, including a recreation center, aquatics center, and baseball, softball, football and soccer fields. The land use plan for the ORSC encompasses seven planning areas that include the following:

- Planning Area 1: Baseball Stadium (PA 1) — The proposed ORSC will establish a 16-acre sports and entertainment hub, centered around a minor league baseball stadium generally located at the southwest corner of Riverside Drive and Ontario Avenue. The stadium is designed to meet league standards and will have a 6,000-person capacity with 4,500 fixed seats. The stadium will feature lighting for evening games, with lights typically activated at 5:00 pm on game days and turned off approximately one hour after the game ends. A sound system, including speaker arrays on light poles and canopies within the seating areas, provides communication and entertainment during events, starting with pregame music two hours prior to the start of the game and ending with the conclusion of the game. The stadium will host up to 71 home games per season along with 46 potential concerts and other events,

totaling a maximum of 117 events annually. PA 1 includes Parking Structure A, a three-story parking structure containing approximately 1,600 parking spaces.

- Planning Area 2: Commercial Retail (PA 2) — PA 2 has a project area of 19.62 acres and is located at the southeast corner of Riverside Drive and Ontario Avenue. PA 2 is primarily dedicated to commercial uses and provides a total building area of 45,000 square feet including 1,500 surface parking spaces.
- Planning Area 3: Baseball Stadium Retail and Hospitality (PA 3) — PA 3 has a project area of 4.58 acres and is located along the eastern and southern boundaries of the baseball stadium and is designated for commercial and hospitality land uses. PA 3 includes the construction of a 21,000 square-foot retail building alongside a 70,000 square-foot hotel, featuring 100 rooms, meeting spaces, and a café. Parking for both the retail and hotel uses are intended to be shared with the adjacent parking areas within PA 2, PA 4, and the Parking Structure A.
- Planning Area 4: Baseball Stadium Retail and Hospitality South (PA 4) — PA 4 is located south of the baseball stadium and is 8.54 acres in size and includes 114,000 square-feet of commercial/retail land uses. PA 4 proposes a 50,000 square-foot specialty restaurant use with an additional 50,000 square-feet of outdoor recreational space, including pickleball courts. PA 4 also includes 250 surface parking spaces.
- Planning Area 5: City Park Active Fields (PA 5) — PA 5 is located at the southeast corner of Riverside Drive and Vineyard Avenue and has a project area of 110.92 acres. PA 5 will provide 13 lighted multipurpose sports fields, 8 lighted baseball/softball/Little League fields, and a central park with picnic areas. The park will feature various amenities including playground areas, batting cages, support and concession buildings, paseos, trails, and other passive open space areas. These fields will primarily serve the American Youth Soccer Organization, with practices once or twice a week and games mostly on weekends. The 8 multiuse baseball/softball/Little League fields will be available for local softball leagues and Little League who will primarily use these fields during their respective seasons. During the off-season, the fields are available for use by any organized group with a permit/reservation. A total of approximately 2,000 parking spaces are proposed for PA 5 within the four-story, 1,000 space Parking Structure B located along the western portion of the planning area along Vineyard Avenue and an additional 1,000 surface parking spaces west of Ontario Avenue.
- Planning Area 6: City Park Indoor Athletic Facility (PA 6) — PA 6 is located at the northwest corner of Ontario Avenue and Chino Avenue and has a project area of 7.58 acres. PA 6 will include a two-story indoor athletic facility totaling 159,450 square-feet, including 388 parking spaces. The indoor athletic facility is 66,560 square-feet and can be utilized for either eight basketball courts or 16 volleyball courts. A total of 34,200 square-feet will be allocated for a dedicated sports performance area, incorporating a turf space for workouts/training and four pop-up batting cage/pitching tunnels. The remaining 58,690 square-feet includes a lobby and office space, locker and training rooms, restrooms, and a kitchen.
- Planning Area 7: Community Recreation Center (PA 7) — The community recreation center is located at the northeast corner of Ontario Avenue and Chino Avenue. PA 7 includes a 70,000 square-foot community center/administration building, a 13,000 square-foot aquatics facility with an outdoor pool, a Little League field, a 25,000 square-foot operator facility,

maintenance yard, picnic shelter, 8 exercise stations, playground, outdoor skate park, and eight tennis and pickleball courts. Operating hours for the community center are Monday through Friday from 8:00 am to 11:00 pm, and Saturdays and Sundays from 8:00 am to 3:00 pm, hosting a total of 212 programs annually. Nighttime illumination is available until 10:00 pm for the baseball/Little League field, skate park, tennis courts and 525 parking spaces. Projected attendance aligns with existing Ontario facilities, estimating approximately 196,500 indoor participants and 196,300 outdoor participants, totaling 392,800 participants annually, with an average of 1,076 participants daily.

The primary access points to the ORSC will be from Riverside Drive to the north, Vineyard Avenue to the west, and Chino Avenue to the south. Ontario Avenue and the proposed Street A will serve as the primary north-south connections, facilitating internal access and connectivity to all areas of the project site and providing access and connection between Riverside Drive and Chino Avenue. Off-site improvements associated with the ORSC project include street widening and intersection improvements on Vineyard Avenue, Riverside Drive, and Chino Avenue, consistent with the City's Circulation Plan. New pathways adjacent to the ORSC site include bicycle and pedestrian pathways, such as a Class I multi-use trail along Vineyard Avenue and Class II bike lanes along Riverside Drive. Improved pedestrian pathways that include new sidewalks and enhanced lighting will be provided throughout the ORSC site and aligns with TOP's Mobility Elements policies.

Development of the ORSC would require on- and off-site infrastructure improvements, including roadway widening, signalization, storm drains, new water and sewer lines, relocation and undergrounding of electrical poles, and connection to the City's fiber-optic network. Off-site improvements require the extension of a sewer line within the Vineyard Avenue right-of-way south of Chino Avenue to Eucalyptus Avenue. The proposed sewer line would be 12 to 20 inches in diameter and extends approximately 10,578 feet connecting to an existing line within Eucalyptus Avenue. The expansion of the sewer line expands opportunities for expedited future developments.

General Plan Amendment (File No. PGPA23-002) — The Policy Plan land use plan designates the Project area as Low-Density Residential (LDR) and Medium-Density Residential (MDR). The proposed Project will require a change in the existing land use designations to accommodate recreational facilities and regional-serving entertainment, retail, and service uses, including hotels and restaurants. The proposed Project will establish the following:

- Convert 134.42 acres of Low-Density Residential (LDR) and Medium-Density Residential (MDR) to Open Space-Parkland (OS-R);
- Convert 51.57 acres of Low-Density Residential (LDR) to Hospitality (HOS);
- Convert 94 acres of Low-Density Residential (LDR) to Medium Density Residential (MDR) generally located along Vineyard Avenue, south of the project; and
- Remove the Affordable Housing Overlay on 36.18 acres of land within the Project boundary and add the Affordable Housing Overlay to 19.25 acres of land on the east side of Vineyard Avenue, south of Schaefer Avenue.

Zone Change (File No. PZC-23-004) — The ORSC site is located within the Armstrong Ranch Specific

Plan. The Vineyard Avenue corridor area, south of the ORSC Project Area, is zoned SP/AG (Specific Plan/Agricultural Overlay). The ORSC project proposes to rescind the Armstrong Ranch Specific Plan and intends to rezone the following:

- Convert 134.43 acres from the Armstrong Ranch Specific Plan to the OS-R (Open Space Recreation) zoning district;
- Convert 51.57 acres from the Armstrong Ranch Specific Plan to CCS (Convention Center Support Commercial) zoning district generally located south of Riverside Drive and west of the Cucamonga Creek Flood Control Channel; and
- Remove the AH (Affordable Housing) overlay zoning district on 36.18 acres of land from within the Project and add the AH (Affordable Housing) Overlay zoning district to 19.25 acres of land within the SP (Specific Plan)/AG (Agricultural) Overlay generally located on the east side of Vineyard Avenue, south of Schaefer Avenue.

Compliance with State Housing Mandates — The ORSC project requires TOP 2050 adjustments to comply with Senate Bill 330 and Senate Bill 166 regulations. In compliance with SB 330, mandating no net loss of residential capacity citywide (refer to TOP 2050 Table LU-03), the 199-acre project site is currently designated for LDR and MDR uses and allows for up to 1,471 residential unit capacity (including ARSP). To offset the residential unit capacity reduction, a total of 94 acres south of the project site within the Vineyard Avenue Corridor parcels would be redesignated from LDR to MDR. In compliance with SB 330, relocation of the Project units plus the residential unit capacity within the Vineyard Avenue Corridor parcels results in the need for a combined residential capacity of 1,895 dwelling units. A General Plan Amendment designating the Vineyard Avenue Corridor parcels as MDR provides a residential unit capacity of 2,075 units, exceeding the SB 330 requirement by 180 units.

Compliance with SB 166 requires maintaining an inventory of suitable sites to fulfill low and very low RHNA obligations at all times. The ORSC site includes a total of 36.18 acres designated within the existing AH Overlay with a total capacity of 194 low to moderate units. To comply with SB 166, two parcels within the 94-acre Vineyard Avenue Corridor, totaling 19.25 acres with a capacity of 212 low to moderate units are identified for accommodating the residential unit capacity as a result of the ORSC project. The two parcels (APNs: 218-18-102 and 218-18-115) will be added to the Housing Element Sites Inventory.

Public Outreach — The outreach for the ORSC EIR has been influenced by several fact-gathering processes, used to gain information and insight from a broad range of persons, professions, and the public. The fact-gathering and public participation process was broad and inclusive and included the following elements:

- September 14, 2023 — The Notice of Preparation (“NOP”) for the Subsequent Environmental Impact Report (“SEIR”) for The Ontario Regional Sports Complex was posted to the City website and posted announcements on social media. The NOP solicits input on the scope and content of the environmental analysis ensuring that potential impacts and concerns are identified early in the planning process. The City mailed out 79 letters to individuals who requested notifications for environmental assessments.
- September 27, 2023 — The Planning Department hosted a Scoping Meeting for the ORSC at

Westwind Recreation Center in response to the NOP. This Scoping Meeting was organized in conjunction with the NOP to introduce the Project and the Subsequent Environmental Impact Report (SEIR) process. It served as an occasion for outside agency representatives and the public to collaborate with the City in defining the scope and content of the environmental analysis for the EIR. There were 38 attendees at the Scoping Meeting that allowed an opportunity for the community to have an interactive discussion with city staff and the consultant team. During the Scoping Meeting, the items discussed included providing an overview of the ORSC project, CEQA processing, construction schedule, types of uses anticipated in the City Park, as well as transportation and infrastructure improvements. Community concerns included increased traffic and management strategies, lack of access to residential units located off of Riverside Drive, increases in post-construction truck and vehicle volumes, project site accessibility and safety concerns along Vineyard Avenue. Community members also highlighted the need for public outreach in the programming of the City Park.

- November 13, 2023 — A second Notice of Preparation ("NOP") was released for an Environmental Impact Report ("EIR") to due public's request for a more thorough environmental assessment. It was posted to the City website and posted announcements on social media. The City mailed out 79 letters to individuals who requested notifications for environmental assessments.
- November 17, 2023 — In compliance with Senate Bill 18 and Assembly Bill 52 notification requirements (Tribal Consultation), the City mailed a separate project notice to 36 local tribes identified by the Native American Heritage Commission (NAHC). Two consultation requests were received during the requisite 90-day response period by the Gabrieleno Band of Mission Indians Kizh Nation and the Cahuilla Band of Indians.
- On December 6, 2023 — The Planning Department conducted a virtual second Scoping Meeting based on the revised environmental assessment for the full Environmental Impact Report (EIR) as a result of community input. The second meeting hosted 33 public attendees who raised concerns regarding environmental impacts, community engagement, and economic implications. Comments emphasized the importance of addressing air and water quality, traffic, historical resources, and the need for inclusive outreach, particularly within a one-mile radius of the project site. Additionally, questions were raised regarding project approval status, economic impacts, property ownership, and financial accountability.
- February 9, 2024 — Staff mailed letters with a notice of intent to 828 property owners within 600 feet of the Project site. The letter informed property owners of the project overview, including information on the sports complex, general plan amendment, and zone change. The letter contained staff's contact info and encouraged property owners to contact staff if they had further questions.
- April 4, 2024 — The Notice of Availability ("NOA") for the draft Environmental Impact Report ("DEIR") for The Ontario Regional Sports Complex (State Clearing House No. 2023110328) was posted to the City website and posted announcements on social media. The NOA indicated that the SEIR was available for review and that the City would accept comments through May 20, 2024. Staff sent out 108 notification letters to real property addresses and 153 emails to

persons requesting to be notified of city environmental assessments.

- June 5, 2024 —In compliance with the California Environmental Quality Act (CEQA) guidelines, the Project was publicly noticed in the Daily Bulletin newspaper and was posted to the City website. The notice was posted 20 days before the scheduled review, ensuring adequate time for public awareness and comment.
- June 18, 2024 — Staff sent out 7 flash drives containing the Final Environmental Impact Report and response to comments on the DEIR to the agencies and organizations that commented on the DEIR. The FEIR was posted to the City website.
- June 25, 2024 — The City of Ontario Planning Commission held a public hearing and considered the entire oral and written record for the project. A total of three comment letters were received the day of the Planning Commission hearing. A total of 15 members of the public provided comments and expressed that the project EIR requires more review time, concerns raised at the hearing included: insufficient analysis, air quality and greenhouse gas concerns, loss of agricultural land, loss of affordable housing, and infrastructure not supporting future development.

FINAL ENVIRONMENTAL IMPACT REPORT: Of the 20 areas considered by the EIR, all but 5 of the impact areas were mitigated to a level of less than significant. The 5 remaining impact areas, even with the mitigation measures, could not be reduced to less than significant, resulting in some impacts remaining potentially significant and unavoidable. These areas include:

- Agricultural Resources — Conversion of agricultural-designated land to urban land uses is a significant and unavoidable impact. There are no feasible mitigation measures that would reduce the ORSC's significant impacts to agricultural resources to levels that would be less than significant. The ORSC would result in the direct loss of 53-acres of Prime Farmland. None of the mitigation measures considered by the City would feasibly be able to reduce the significant impacts to levels less than significant, and impacts would be significant and unavoidable. The ORSC site contains 53-acres of Prime Farmland, all of which would be converted to nonagricultural use. The sewer alignment in the Offsite Improvement Area would not have potential impact to Farmland because these improvements would be below-ground. The California Department of Conservation Farmland Mapping and Monitoring Program (FMMP) was established in 1982 to track changes in agricultural land use and to help preserve areas of Important Farmland. Prime Farmland is defined as, "The highest rated Important Farmland is Prime Farmland and defined as having the best combination of physical and chemical features and is able to sustain long-term agricultural production. The land has the soil quality, growing season, and moisture supply needed to produce sustained high yields and it must have been used for irrigated agricultural production at some time during the four years prior to the mapping date". During the 1950s, the Chino Valley was primarily known for dairy farming utilizing dry-lot dairy farming methods, however, during the 1960s dairy farmers in the Chino Valley were being outcompeted by dairies in the Central Valleys. In an effort to retain existing agricultural uses in Ontario and the County, the San Bernardino County Land Preserve was established in 1968 under the auspices of California's Williamson Act (law intended to preserve California farmland granting substantial tax breaks

to property owners agreeing to restrict their land to agricultural uses for at least 10 year). The Agricultural Preserve encompassed approximately 15,200 acres and was under the jurisdiction of the County of San Bernardino. By 1997, over half of the dairies within the Agricultural Preserve had left. In 1998, the County San Bernardino paved the way for the annexation of the 15,200-acre Agricultural Preserve, with 8,200 acres being annexed by the City of Ontario and 7,000 acres annexed by the City of Chino. As part of the annexation, the City adopted Sphere of Influence General Plan, consisting of residential, commercial, and industrial uses, and certified the EIR, which identified the loss of agricultural lands as significant and unavoidable. In 2001, the City of Ontario adopted, and still maintains, the Agricultural Overlay Zone and Right-to-Farm ordinance within Ontario Ranch to act as a "buffering" device between existing agricultural uses and urban development. In 2010, The Ontario Plan (General Plan Update) Land Use Plan continued to reflect urbanized uses with the Environmental Impact Report identifying the loss of agricultural lands as significant and unavoidable. In 2017, the Armstrong Ranch Specific Plan Environmental Impact Report was certified and identified the conversion of Prime Farmland to urban uses and loss of Farmland as significant and unavoidable. In 2022, The Ontario Plan 2050, an update to the General Plan, certified the Supplemental Environmental Impact Report and identified that the City of Ontario's Land Use Plan no longer designates agricultural land uses in the City. Over the last several years, agricultural and dairy farming operations have declined as a result of economic constraints and regulatory requirements. The ARSP Environmental Impact Report (State Clearinghouse No. 2006111009) identified conversion and loss of Prime Farmland significant and unavoidable, with no feasible mitigation measures which would substantially lessen the Proposed Project’s significant impacts related to the loss of Prime Farmland and conversion of farmland to nonagricultural use. This finding is consistent with the finding in 1998 Sphere of Influence General Plan, the 2010 TOP EIR (State Clearinghouse No. 2008101140) and the Armstrong Ranch Specific Plan EIR (State Clearinghouse No. 2006111009) that there are no feasible mitigation measures to reduce impacts on Important Farmland or the conversion of agricultural land to nonagricultural uses, and thus impacts would be significant and unavoidable. (Draft EIR pg. 5.2-12).

- Air Quality — The ORSC is anticipated to exceed operational emission thresholds established by the South Coast Air Quality Management District (AQMD), potentially leading to violations of Ambient Air Quality Standards (AAQS) and inconsistent with the Air Quality Management Plan (AQMP) regarding cumulative impacts from long-term regional operation emissions. Emissions from vehicle operations at the site are expected to consistently surpass AQMD thresholds due to factors beyond the Project's control, such as vehicle types and fuel efficiency. As such, no feasible mitigation measures have been identified to align with AQMP requirements.
- Green Houses Gasses Emissions — The ORSC is anticipated to lead to a significant increase in on-site greenhouse gas (GHG) emissions. To mitigate this impact, the Project is required to implement transportation demand management (TDM) measures, such as enhancing pedestrian and active transportation options to reduce vehicle miles traveled (VMT). It is important to note that the ORSC has limited control over certain factors, including visitors'

choice of vehicle fuel source, fuel efficiency, or travel mode. As such, additional mitigation measures to reduce vehicle-related emissions are not feasible. Addressing the second-largest emission source, energy consumption, primarily from electricity and natural gas on-site, is crucial. The Project is required to transition to all-electric operations for uses with the exception to commercial cooking appliances. Moreover, the Project must prioritize on-site electricity generation from renewable sources whenever feasible. While these strategies aim to mitigate emissions, conflict with plans adopted to reduce GHG emissions and magnitude of vehicle related GHG emissions, it is anticipated that the ORSC's overall emissions would still exceed the "no net increase" GHG emissions threshold.

- Noise — The ORSC would result in potentially significant long-term increase in noise levels associated with traffic and commercial noise. Before constructing buildings in Planning Areas 2, 3, 4, 6, and 7, an acoustics study must be conducted to ensure that the noise from HVAC equipment stays within acceptable limits outlined in the Ontario Municipal Code. The indoor athletic facility within PA 6 sound levels from HVAC equipment should be less than 58 dBA at a distance of 50 feet. For the other Planning Areas, the sound level should be less than 65 dBA at 50 feet to maintain noise levels around 44 dBA at residential areas. To achieve this, the design and placement of HVAC equipment should minimize noise during operation. However, there are no feasible mitigation measures to reduce traffic noise impacts of the ORSC. This is consistent with the findings from the 2010 TOP EIR.
- Transportation — Vehicle Miles Traveled (VMT) would increase under the ORSC. Mitigation Measures TRAF-1 and TRAF-2 would reduce potential impacts for future development projects to the extent feasible. Future development in the Ontario Regional Sports Complex would need to consider Transportation Demand Management (TDM) measures consistent with those identified in the Mobility Element. A draft TDM Plan provides techniques including incentives to use transit; incentives to form carpools rather than drive alone; and making home, work, and shopping closer together to shorten travel distances. Mitigation Measure TRAF-2 would reduce VMT during events and will include strategies to manage traffic flow, direct pedestrians, and handle parking before, during, and after events. A draft Event Transportation Management Plan (TMP) was prepared to manage parking and traffic before, during, and after events at the stadium and nearby athletic facilities. The plan aims to reduce traffic and parking demand, encourage alternative transportation methods such as walking and biking, and ensure safety for all attendees. The TMP will be regularly updated and will involve collaboration with transportation agencies, businesses, and local neighborhoods. Specific measures include designated parking areas, rideshare drop-off points, signage, and dedicated lanes for emergency and pedestrian access.

RECOMMENDATION: On June 25, 2024, the Planning Commission conducted a public hearing on the applications. After considering all public testimony, the Planning Commission voted 7-0 to recommend that the Council: 1) certify the EIR, including adoption of the Statement of Overriding Considerations and the Mitigation Monitoring and Reporting Program; 2) approve General Plan Amendment (File No. PGPA23-002); and 3) approve the Zone Change (File No. PZC-23-003).

RESOLUTION NO. _____

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

WHEREAS, the Armstrong Ranch Specific Plan and related Environmental Impact Report (File No. PSP15-002) (State Clearinghouse No. 2006111009) were approved on December 5, 2017, for the development potential of up to 891 residential dwelling units, comprising a variety of single-family detached and attached dwellings, and an elementary school site. The residential land use areas are divided into 6 individual neighborhood planning areas connected by a network of street-separated sidewalks and trails, linking the neighborhoods to various park spaces, a proposed elementary school, and local and City master planned trail systems; and

WHEREAS, the City is proposing to rescind the Armstrong Ranch Specific Plan to facilitate the construction of a 6,000-capacity Minor League Baseball stadium, retail/hospitality spaces, and a city regional park with diverse recreational facilities; and

WHEREAS, the Policy Plan land use plan designates the Project area as Low-Density Residential (LDR) and Medium-Density Residential (MDR). The proposed Project necessitates a modification in the existing land use designations to accommodate recreational facilities and regional-serving entertainment, retail, and service uses, including hotels and restaurants. As part of this conversion, the proposed Project will:

- Convert 134.42 acres of Low-Density Residential (LDR) and Medium-Density Residential (MDR) to Open Space-Parkland (OS-R) located south of Riverside Drive, north of Chino Avenue, east of the unimproved right-of-way for Vineyard Avenue and west of Whispering Lakes Lane.

- Convert 51.57 acres of Low-Density Residential (LDR) to Hospitality (HOS) generally located south of Riverside Drive, north of Chino Avenue, east of Whispering Lakes Lane, and west of the Cucamonga Creek Flood Control Channel.

- Convert 94 acres of Low-Density Residential (LDR) to Medium Density Residential (MDR) generally located south of Chino Avenue, north of Ontario Ranch Road, and east and west of Vineyard Avenue.

- Remove the Affordable Housing overlay on 36.18 acres of land south of Riverside Drive, north of Chino Avenue, and east of the unimproved right-of-way for Vineyard Avenue.

- Add the Affordable Housing (AH) overlay zoning district on 19.25 acres of land generally located north of Ontario Ranch Road, south of Schaefer Avenue and east of the unimproved right-of-way for Vineyard Avenue.

WHEREAS, the Project proposes to rescind the Armstrong Ranch Specific Plan and intends to rezone:

- Convert 134.43 acres from the Armstrong Ranch Specific Plan to OS-R (Open Space Recreation) zoning district located south of Riverside Drive, north of Chino Avenue, west of unimproved right-of-way for Whispering Lakes Lane, and east of the unimproved right-of-way for Vineyard Avenue.

- Convert 51.57 acres from the Armstrong Ranch Specific Plan to CCS (Convention Center Support Commercial) zoning district generally located south of Riverside Drive, north of Chino Avenue, east of Whispering Lakes Lane, and west of the Cucamonga Creek Flood Control Channel. and west of the Cucamonga Creek Flood Control Channel.

- Remove the AH (Affordable Housing) overlay zoning district on 36.18 acres of land located south of Riverside Drive, north of Chino Avenue, and east of the unimproved right-of-way for Vineyard Avenue.

- Add the AH (Affordable Housing) Overlay zoning district on 19.25 acres of land within the SP (Specific Plan)/AG (Agricultural) Overlay generally located north of Ontario Ranch Road, south of Schaefer Avenue and east of the unimproved right-of-way for Vineyard Avenue; and

WHEREAS, a Notice of Preparation ("NOP") for the Draft Subsequent Environmental Impact Report (SEIR) was originally issued September 15, 2023; and

WHEREAS, an NOP for the Draft Environmental Impact Report ("Draft EIR") was reissued on November 14, 2023. The public review period extended from November 14, 2023, to December 15, 2023. The NOP was published in the Inland Valley Daily Bulletin and was posted at the San Bernardino County Clerk's office on November 14, 2023. Copies of the NOP were made available for public review at the City of Ontario Planning Department and the City's website; and

WHEREAS a scoping meeting for the Draft EIR was held virtually on Wednesday December 6, 2023, at 6:00 pm. The notice of a public scoping meeting was included in the NOP; and

WHEREAS, preparation of a Draft EIR, which was made available for a 45-day public review period that began April 4, 2024 and ended May 20, 2024. The scope of the Draft EIR was determined based on the State and Local California Environmental Quality Act ("CEQA") Guidelines, comments received in response to both NOPs, and comments received at the scoping meetings conducted by the City of Ontario. The Notice of Availability ("NOA") for the Draft EIR was sent on April 4, 2024 to interested persons and

organizations, the State Clearinghouse for distribution to public agencies, posted at the San Bernardino County Clerk's office and the City of Ontario, and published in the Inland Valley Daily Bulletin. Additionally, copies of the Draft EIR were made available for review at City Hall, the Ovitt Family Community Library, as well as on the City's website; and

WHEREAS, the Final Environmental Impact Report ("Final EIR"), for the Ontario Regional Sports Complex ("OSRC") Environmental Impact Report (State Clearinghouse No. 2023110328) consists of the Draft EIR and the comments and responses to comments made on the Draft EIR; and

WHEREAS, the ORSC Final EIR Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program for File Nos. PGPA23-002 and PZC23-004, have been prepared in accordance with CEQA, the State CEQA Guidelines, and the City of Ontario Guidelines for implementation of CEQA; and

WHEREAS, copies of the Final EIR were distributed to the City Council, Planning Commission, City departments, and federal, state, regional, local, and other agencies and individuals; and

WHEREAS, on June 25, 2024, the Planning Commission of the City of Ontario conducted a duly noticed public hearing on the Final EIR at which time all persons wishing to testify were heard and the Final EIR was fully studied and recommended to City Council approval of the FEIR; and

WHEREAS, on July 16, 2024, the City Council of the City of Ontario conducted a duly noticed public hearing on the Final EIR at which time all persons wishing to testify were heard and the Final EIR was fully studied; and

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

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

SECTION 1: ***Environmental Determination and Findings*****.** As the approving body for the Project, the City Council has reviewed and considered the information contained in the Final EIR and supporting documentation. Based upon the facts and information contained in the Final EIR and supporting documentation, including all written and oral evidence presented to the City Council, the City Council finds as follows:

(1) The environmental impacts of this Project were reviewed in conjunction with the OSRC Final EIR (State Clearinghouse No. 2023110328) that was prepared; and

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

(3) The Final EIR was completed in compliance with CEQA and the Guidelines promulgated thereunder, and the City of Ontario Local CEQA Guidelines; and

(4) The Final EIR reflects the independent judgment of the City Council.

SECTION 2: ***City Council Action.*** Based on the entire record before the City Council and all written and oral evidence presented, the City Council finds the Final EIR complies with CEQA for the following reasons:

(1) The Final EIR analyzes the environmental effects of the Project and finds that, if the OSRC is adopted as proposed by this plan, and with the implementation of proposed mitigation measures, the following impacts will still be significant and unavoidable: agricultural resources (loss of Prime Farmland soils), air quality (inconsistent with AQMP cumulative impacts for long-term regional operational emissions), greenhouse gasses emissions (conflict with plans adopted to reduce GHG emissions, magnitude of GHG emissions), noise (mobile sources), and transportation (increase in vehicle miles traveled); and

(2) The City Council further finds that the Findings of Facts and Statement of Overriding Considerations, demonstrates that The ORSC's benefits outweigh its significant and unavoidable impacts, and therefore the City would be justified in approving the ORSC notwithstanding said significant and unavoidable impacts.

SECTION 3: ***Housing Element Compliance.*** Pursuant to the requirements of California Government Code Chapter 3, Article 10.6, commencing with Section 65580, as the decision-making body for the Project, the City Council finds that based upon the facts and information contained in the Application and supporting documentation, at the time of Project implementation, the Project is consistent with the Housing Element of the Policy Plan (general plan) component of TOP 2050.

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

(1) On April 19, 2011, the City Council of the City of Ontario approved and adopted the ALUCP, establishing the Airport Influence Area for Ontario International Airport (hereinafter referred to as "ONT"), which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and limits future land uses and development within the Airport Influence Area, as they relate to noise, safety, airspace protection, and overflight impacts of current and future airport activity. As the decision-making body for the Project, the City Council has reviewed and considered the facts and

information contained in the Application and supporting documentation against the ALUCP compatibility factors, including [1] Safety Criteria (ALUCP Table 2-2) and Safety Zones (ALUCP Map 2-2), [2] Noise Criteria (ALUCP Table 2-3) and Noise Impact Zones (ALUCP Map 2-3), [3] Airspace protection Zones (ALUCP Map 2-4), and [4] Overflight Notification Zones (ALUCP Map 2-5). As a result, the City Council therefore, finds and determines that the Project, when implemented in conjunction with the conditions of approval, will be consistent with the policies and criteria set forth within the ALUCP.

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

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

(1) The proposed Final EIR is consistent CEQA and the Guidelines promulgated thereunder, and the City of Ontario Local CEQA Guidelines.

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

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

PASSED, APPROVED, AND ADOPTED this 16th day of July, 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

ATTACHMENT A:

FINAL ENVIRONMENTAL IMPACT REPORT (STATE CLEARINGHOUSE NO. 2023110328)

A Component of The Ontario Regional Sports Complex (OSRC) Environment Impact Report

June 2024 | Final Environmental Impact Report
State Clearinghouse No. 2023110328

ONTARIO REGIONAL SPORTS COMPLEX

for City of Ontario

Prepared for:

City of Ontario
Contact: Thomas Grahn, Senior Planner
303 East "B" Street
Ontario, California 91764
(909) 395-2413

Prepared by:

PlaceWorks
Contact: Nicole Vermilion, Principal
3 MacArthur Place, Suite 1100
Santa Ana, California 92707
714.966.9220
info@placeworks.com
www.placeworks.com

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1. Introduction

1.1 INTRODUCTION

This Final Environmental Impact Report (FEIR) has been prepared in accordance with the California Environmental Quality Act (CEQA) as amended (Public Resources Code §§ 21000 et seq.) and CEQA Guidelines (California Code of Regulations §§ 15000 et seq.).

According to the CEQA Guidelines, Section 15132, the FEIR shall consist of:

(a) The Draft Environmental Impact Report (DEIR) or a revision of the Draft;

(b) Comments and recommendations received on the DEIR either verbatim or in summary;

(c) A list of persons, organizations, and public agencies comments on the DEIR;

(d) The responses of the Lead Agency to significant environmental points raised in the review and consultation process; and

(e) Any other information added by the Lead Agency.

This document contains responses to comments received on the DEIR for the Ontario Regional Sports Complex during the public review period, which began April 4, 2024, and closed May 20, 2024. This document has been prepared in accordance with CEQA and the CEQA Guidelines and represents the independent judgment of the Lead Agency. This document and the circulated DEIR comprise the FEIR, in accordance with CEQA Guidelines, Section 15132.

1.2 FORMAT OF THE FEIR

This document is organized as follows:

Section 1, Introduction. This section describes CEQA requirements and content of this FEIR.

Section 2, Response to Comments. This section provides a list of agencies and interested persons commenting on the DEIR; copies of comment letters received during the public review period, and individual responses to written comments. To facilitate review of the responses, each comment letter has been reproduced and assigned a number (A-1 through A-5 for letters received from agencies and tribes, and O-1 through O-2 for letters received from organizations; no comments from residents were received). Individual comments have been numbered for each letter and the letter is followed by responses with references to the corresponding comment number.

Section 3. Revisions to the Draft EIR. This section contains revisions to the DEIR text and figures as a result of the comments received by agencies and interested persons as described in Section 2, and/or errors and omissions discovered subsequent to release of the DEIR for public review.

The responses to comments contain material and revisions that will be added to the text of the FEIR. The City of Ontario has reviewed this material and determined that none of this material constitutes the type of significant new information that requires recirculation of the DEIR for further public comment under CEQA Guidelines Section 15088.5. None of this new material indicates that the project will result in a significant new environmental impact not previously disclosed in the DEIR. Additionally, none of this material indicates that there would be a substantial increase in the severity of a previously identified environmental impact that will not be mitigated, or that there would be any of the other circumstances requiring recirculation described in Section 15088.5.

1.3 CEQA REQUIREMENTS REGARDING COMMENTS AND RESPONSES

CEQA Guidelines Section 15204 (a) outlines parameters for submitting comments, and reminds persons and public agencies that the focus of review and comment of DEIRs should be "on the sufficiency of the document in identifying and analyzing possible impacts on the environment and ways in which significant effects of the project might be avoided or mitigated. Comments are most helpful when they suggest additional specific alternatives or mitigation measures that would provide better ways to avoid or mitigate the significant environmental effects. At the same time, reviewers should be aware that the adequacy of an EIR is determined in terms of what is reasonably feasible. …CEQA does not require a lead agency to conduct every test or perform all research, study, and experimentation recommended or demanded by commenters. When responding to comments, lead agencies need only respond to significant environmental issues and do not need to provide all information requested by reviewers, as long as a good faith effort at full disclosure is made in the EIR."

CEQA Guidelines Section 15204 (c) further advises, "Reviewers should explain the basis for their comments, and should submit data or references offering facts, reasonable assumptions based on facts, or expert opinion supported by facts in support of the comments. Pursuant to Section 15064, an effect shall not be considered significant in the absence of substantial evidence." Section 15204 (d) also states, "Each responsible agency and trustee agency shall focus its comments on environmental information germane to that agency's statutory responsibility." Section 15204 (e) states, "This section shall not be used to restrict the ability of reviewers to comment on the general adequacy of a document or of the lead agency to reject comments not focused as recommended by this section."

In accordance with CEQA, Public Resources Code Section 21092.5, copies of the written responses to public agencies will be forwarded to those agencies at least 10 days prior to certifying the environmental impact report. The responses will be forwarded with copies of this FEIR, as permitted by CEQA, and will conform to the legal standards established for response to comments on DEIRs.

2. Response to Comments

Section 15088 of the CEQA Guidelines requires the Lead Agency (City of Ontario) to evaluate comments on environmental issues received from public agencies and interested parties who reviewed the DEIR and prepare written responses.

This section provides all written responses received on the DEIR and the City of Ontario's responses to each comment.

Comment letters and specific comments are given letters and numbers for reference purposes. Where sections of the DEIR are excerpted in this document, the sections are shown indented. Changes to the DEIR text are shown in underlined text for additions and ~~strikeout~~ for deletions.

The following is a list of agencies and persons that submitted comments on the DEIR during the public review period.

Number Reference	Commenting Person/Agency	Date of Comment	Page No.
Agencies & Tribes			
A1	Agua Caliente Band of Cahuilla Indians	4/16/2024	2-3
A2	Rincon Band of Luiseño Indians	4/26/2024	2-7
A3	Department of California Highway Patrol	5/14/2024	2-11
A4	City of Eastvale	5/20/2024	2-15
A5	City of Chino	5/202024	2-19
Organizations			
O1	Michael Shonafelt on behalf of Pacific Communities Builder Inc.	5/20/2024	2-23
O2	Aidan P. Marshall on behalf of Californians Allied for a Responsible Economy (CARE CA)	5/20/2024	2-37

2. Response to Comments

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LETTER A1 – Agua Caliente Band of Cahuilla Indians (1 page)

From: Thomas Grahn
To: Nicole Vermilion; Lexie Zimny
Cc: Kimberly Ruddins
Subject: FW: Ontario Regional Sports Complex EIR
Date: Tuesday, April 16, 2024 10:44:13 AM
Attachments: image002.png

From: THPO Consulting <ACBCI-THPO@aguacaliente.net>
Sent: Tuesday, April 16, 2024 9:05 AM
To: Thomas Grahn <TGrahn@ontarioca.gov>
Subject: Ontario Regional Sports Complex EIR

Greetings,

A records check of the Tribal Historic Preservation Office's cultural registry revealed that this project is not located within the Tribe's Traditional Use Area. Therefore, we defer to the other tribes in the area. This letter shall conclude our consultation efforts. A1-1

Thank you,

Xitlaly Madrigal
Cultural Resources Analyst
xmadrigal@aguacaliente.net
C: (760) 423-3485 | D: (760) 883-6829
5401 Dinah Shore Drive, Palm Springs, CA 92264

2. Response to Comments

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A1. Response to Comments from Agua Caliente Band of Cahuilla Indians, Xitaly Madrigal, Cultural Resources Analyst, dated April 16, 2024.

A1-1 The City acknowledges the commenter's statement that the Proposed Project is not within the Agua Caliente Band of Cahuilla Indians' (Tribe) Traditional Use Area, that the Tribe defer to other tribes in the area, and that the comment letter concludes the Tribe's consultation efforts. This comment does not raise an issue with the analysis of the DEIR, and no further response is necessary.

2. Response to Comments

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LETTER A2 – Rincon Band of Luiseño Indians (1 page)

From: Deneen Pelton <DPelton@rincon-nsn.gov>
Sent: Friday, April 26, 2024 1:09 PM
To: Thomas Grahn <TGrahn@ontarioca.gov>
Cc: Cheryl Madrigal <CMadrigal@rincon-nsn.gov>; Shuuluk Linton <slinton@rincon-nsn.gov>
Subject: Ontario Regional Sports Complex EIR, City of Ontario

Greetings,

This email is written on behalf of Rincon Band of Luiseño Indians, ("Rincon Band" or "Band"), a federally recognized Indian Tribe and sovereign government.

The Band has received the notification for the above referenced project. The location identified within project documents is not within the Band's specific Area of Historic Interest (AHI).

A2-1

At this time, we have no additional information to provide. We recommend that you directly contact a Tribe that is closer to the project and may have pertinent information.

Thank you for submitting this project for Tribal review. If you have additional questions or concerns, please do not hesitate to contact our office at your convenience at (760) 749-1092 or via electronic mail at crd@rincon-nsn.gov.

Thank you for the opportunity to protect and preserve our cultural assets.

Deneen Pelton
Cultural Resources Department Coordinator
Cultural Resources Department
Rincon Band of Luiseño Indians
1 West Tribal Road | Valley Center, CA 92082
Office: (760) 749 1092 ext. 323|Cell: 760-705-7304
Fax: 760-888-2016
Email: dpelton@rincon-nsn.gov

Rincon Band of Luiseño Indians
www.rincon-nsn.gov

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2. Response to Comments

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A2. Response to Comments Rincon Band of Luiseño Indians, Deneen Pelton, Cultural Resources Department Coordinator, dated April 29, 2024.

A2-1 The City acknowledges the Rincon Band of Luiseño Indians' (Tribe's) statement that the Proposed Project is not within the Tribe's specific Area of Historic Interest and that therefore, the Tribe does not have additional information to provide. This comment does not raise an issue with the analysis of the DEIR, and no further response is necessary.

2. Response to Comments

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LETTER A3– Department of California Highway Patrol (1 page)

State of California-Transportation Agency GAVIN NEWSOM, Governor

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
9530 Pittsburg Avenue
Rancho Cucamonga, CA. 91730
(909) 980-0608
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)

May 14, 2024

File No.: 855.14652.16090

City of Ontario
303 East B Street
Ontario, CA. 91764

Subject: SCH# 2023110328

The Rancho Cucamonga Area of the California Highway Patrol received the "Notice of Completion" of the environmental document for the proposed Ontario Regional Sports Complex for State Clearinghouse (SCH#2023110328). The California Highway Patrol's (CHP) interest in commenting, surrounds our concern for the safe and legal operation of commercial truck trailer combination vehicles hauling construction equipment and materials, as well as that of the construction workers commuting to and from the worksite. Once construction is completed, there will also be an increase in civilian motor vehicle traffic accessing the sports complex.

A3-1

The Department's concerns with the potential impact of this project could include the following: increased traffic congestion, additional enforcement demands and increased incidents requiring emergency response during construction. Commercial truck trailer combination vehicle traffic on local roadways and freeway will increase as materials and products are transported to, and from the worksite. This project could have a negative impact on our operations due to the increased traffic congestion associated with the daily business and planed events at the sports complex, which would necessitate additional patrol and traffic control measures to mitigate the potential increase in traffic crashes. We are hopeful work project operators will diligently establish, monitor, and enforce work project rules related to vehicle safety as CHP personnel work to assure compliance with the California Vehicle Code provisions.

If you have any questions regarding these concerns, please contact Lieutenant Ronald Burch at (909) 980-3994.

Sincerely,

S. SUÀREZ, Captain
Commander
Rancho Cucamonga Area

cc: Special Projects Section

Safety, Service, and Security ***An Internationally Accredited Agency***

2. Response to Comments

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A3. Response to Comments from Department of California Highway Patrol, S. Suàrez, Captain Commander, Rancho Cucamonga Area, dated May 14, 2024.

A3-1 The Draft EIR, Section 5.17, *Transportation*, evaluated transportation impacts associated with both the construction phase and operational phase of the Proposed Project while Section 5.15, *Public Services*, evaluated the potential impacts to emergency services, including police service. It should be noted that Senate Bill 743 eliminated auto delay, level of service, and similar measures of vehicular capacity or traffic congestion as the sole basis for determining significant impacts under CEQA.

Temporary construction traffic impacts of the Proposed Project are identified on page 5.17-20, including the potential for oversized vehicles, construction worker trips, vendor trips, and haul trips. Mitigation Measure TRAF-3 requires that construction contractors prepare a construction management plan that would require coordination with the applicable emergency response agencies, including the California Highway Patrol (CHP), to minimize construction traffic conflicts.

Police service impacts of the Proposed Project are addressed on page 5.15-7. While the number of people in and around the ORSC site would fluctuate, the general increase in activity under the ORSC would result in periodic increases in demands for police protection by Ontario Police Department (OPD). It is not anticipated that there would be a demand for additional service by the CHP as no impacts to Caltrans facilities were identified (see page 5.17-20).

Nonetheless, operation of the Proposed Project would generate a substantial increase in VMT (see page 5.17-19 through 5.17-21). To reduce vehicle trips, TRAF-1 requires that the operators of the commercial/hospitality, stadium, and city facilities prepare a Transportation Demand Management Plan. In addition, TRAF-2 requires that the City prepare a Parking and Event Traffic Management Plan to optimize access to and from the ORSC site to improve safety, minimize conflicts with ride sharing, facilitate the safe and efficient flow of vehicle traffic during events, etc. Mitigation Measure TRAF-2 also requires that the City establish an operational oversight group made up of transportation agencies and third-party operators that could be impacted by events. The CHP may wish to participate in this oversight group.

As requested by the Commenter, the City will work with the CHP to monitor and enforce rules related to vehicle safety and the California Vehicle Code provisions.

2. Response to Comments

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LETTER A4 – City of Eastvale (2 pages)

CITY OF EASTVALE
12363 Limonite Avenue | Suite 910 | Eastvale, CA 91752
951.361.0900

May 20, 2024

Thomas Grahn, Senior Planner
Ontario Planning Department
303 East "B" Street
Ontario, CA 91764

Sent via email to: tgrahn@ontarioca.gov

RE: NOTICE OF AVAILABILITY (NOA) FOR THE ONTARIO REGIONAL SPORTS COMPLEX DRAFT ENVIRONMENTAL IMPACT REPORT

Dear Mr. Grahn:

Thank you for the opportunity to comment on the Notice of Availability (NOA) for the Ontario Regional Sport Complex Draft Environmental Impact Report (DEIR). Eastvale values its relationship with neighboring jurisdictions and is not opposed to development of this site; however, this project has the potential to generate traffic and air quality impacts in Ontario and Eastvale. The City of Eastvale offers the following comments for your consideration: Intro

- The City of Eastvale adopted its Eastvale 2040 General Plan in March 2024 which will guide future development over the next several decades. This plan includes future growth assumptions and changes to the General Plan land use plan. Such updates may be appropriate to consider in evaluating cumulative impacts in the ORSC DEIR.
- Table 4-1, Cumulative Projects within a Three-Mile Radius, of the DEIR identifies the list of cumulative projects considered which are in various stages (i.e., entitled, under construction, etc.). The following table does not identify the Leal Master Plan property which is located approximately 2.8 miles of the subject project site. It is recommended that the City of Ontario consider the appropriateness of whether to include the Leal Master Plan development (and/or Eastvale Civic Center being constructed in the near future) in evaluating cumulative impacts in the ORSC DEIR. A4-1
- Although previously submitted in response to the Notice of Preparation issued on November 15, 2023, for the ORSC DEIR, the following comments remain pertinent to the project beyond the scope of CEQA (ORSC DEIR):

  Area to be Studied – According to the Riverside County Transportation Department's Traffic Impact Analysis (TIA) Guidelines, *the minimum area to be studied shall include any intersection of "Collector" or higher classification street, with "Collector" or higher classification streets, at which the proposed project will add 50 or more peak hour trips, not exceeding a 5-mile radius from the project site. The Transportation Department may require deviation from these requirements based on area conditions. Please view the attached exhibit illustrating the intersections that the City of Eastvale requests be included as part of the study area within the TIA. In addition, contribution of fair share costs for any mitigations needed for the applicable intersections (as provided in the attached exhibit), shall also be considered.* A4-2

  Given the defined project study area shown in Figure 2a, it is unclear whether the requested intersections were considered in defining the study area. Confirmation that such intersections were indeed considered, and subsequently eliminated from further study, based upon the methodologies applied in defining the appropriate study area for the Traffic Impact Study (TIS) should be provided.

2. Response to Comments

Eastvale staff would like to request a meeting to discuss these comments, potential solutions that address concerns for both cities, and initiate dialogue concerning fare share costs for any mitigations. Please contact me at (951) 703-0488 or dmurray@eastvaleca.gov to set a date and time to meet.

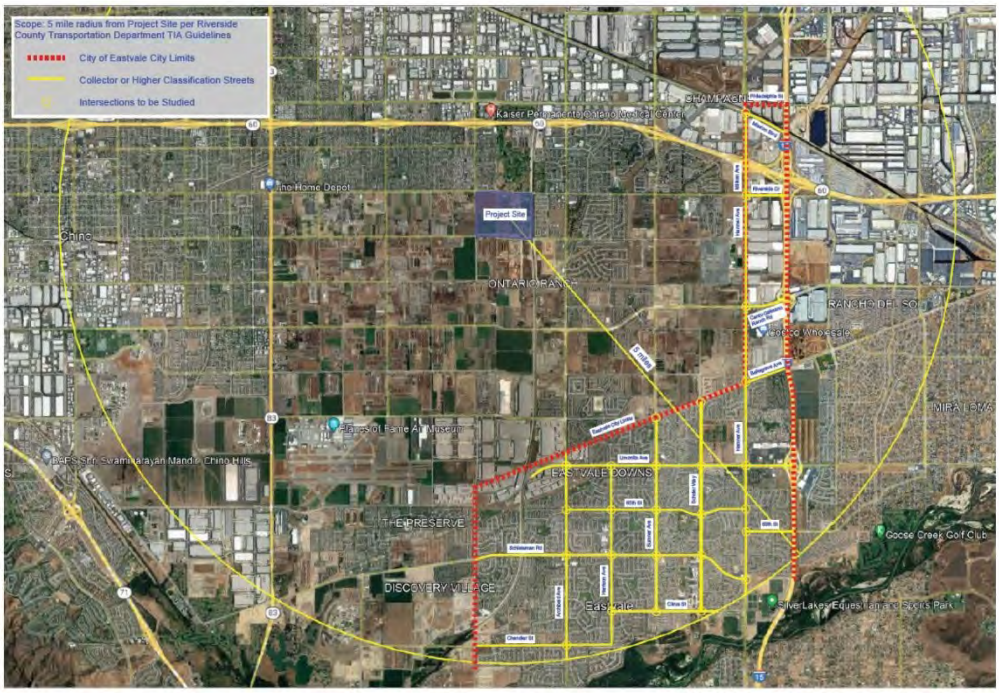
A4-3

We look forward to working cooperatively with the City of Ontario on regional issues that affect our respective communities.

Sincerely,

David Murray
City Planner

Exhibit:



Page 2 of 2

A4. Response to Comments from David Murray, City Planner, City of Eastvale, dated May 20, 2024.

Intro Response to Comments from the City of Eastvale on the ORSC are provided in responses A4-1 through A4-3 below.

A4-1 The Draft EIR, Section 5.17, *Transportation*, details the methodology used to develop Vehicle Miles Traveled (VMT) estimates for the Proposed Project. The locally validated and calibrated travel demand model (SBTAM) was updated to be consistent with The Ontario Plan (TOP) 2050 land use assumptions. Outside the City of Ontario, land use is consistent with SCAG's 2016 Regional Transportation Plan / Sustainable Communities Strategy (RTP/SCS) with updated land use for pending and approved development projects within a three-mile radius.

As described in Appendix L2, *Traffic Impact Analysis*, in the Draft EIR, the transportation analysis accounted for pending and approved development projects within a three-mile radius of the ORSC site that would have a potential impact on study intersections. The list of projects is provided in Appendix E of the Traffic Impact Analysis, found on page L2-364 in Appendix L2 of the Draft EIR. Development in the Leal Specific Plan and other active Eastvale development projects were included in this analysis.

At the request of the Commenter, Draft EIR Table 4-1, *Cumulative Projects within a Three-Mile Radius*, has been updated to be consistent with the list of cumulative projects used in the traffic impact analysis (see Chapter 3, *Revisions to the Draft EIR*)

A4-2 See response to Comment A4-1. The Draft EIR, Section 5.17, *Transportation*, evaluated transportation impacts associated with the Proposed Project. Senate Bill 743 (SB 743) eliminated auto delay, level of service (LOS), and similar measures of vehicular capacity or traffic congestion as the sole basis for determining significant impacts under CEQA. As such, the Draft EIR evaluates transportation impacts based on VMT metrics.

Appendix L2, *Traffic Impact Analysis*, of the Draft EIR, included an evaluation of vehicle delay at intersections within the traffic study area per the City of Ontario's General Plan Circulation Element LOS policy to plan for future infrastructure needs. A discussion of the LOS analysis methodology can be found on pages L2-13 through L2-20 in Appendix L2 of the Draft EIR. As identified in this section, the LOS analysis study area included collector or higher roadway intersections where the Proposed Project would generate 50 or more peak hour trips, consistent with the requirements in the *County of Riverside Transportation Department Transportation Analysis Guidelines for Level of Service and Vehicle Miles Traveled* (December 2020) and the *San Bernardino County Transportation Impact Study Guidelines* (July 2019).

The regional nature of the ORSC suggests most trips to and from the ORSC site will utilize regional highways (e.g. Interstate 15, State Route 60), with less than three percent

of trips utilizing local roadways south of Ontario Ranch Road (see the discussion on trip distribution and assignment on pages L2-44 through L2-52 in Appendix L2 of the Draft EIR). The ORSC also provides additional recreational facilities for the region, which could relieve congestion impacts at existing recreation facilities within and bordering the City of Eastvale (e.g. Silverlakes Soccer Complex).

A4-3 The City of Ontario values the interest of neighboring jurisdictions and their support in managing transportation impacts collaboratively. Mitigation Measure TRAF-2 requires that the City establish an event operational oversight group made up of transportation agencies and third-party operators that could be impacted by events. The City of Eastvale may wish to participate in this oversight group.

LETTER A5 – City of Chino (1 page)

EUNICE M. ULLOA
Mayor

KAREN C. COMSTOCK
Mayor Pro Tem

CURTIS BURTON
CHRISTOPHER FLORES
MARC LUCIO
Council Members

DR. LINDA REICH
City Manager

CITY of CHINO

May 17, 2024

Thomas Grahn
City of Ontario Planning Department
303 East "B" Street
Ontario, CA 91764

Re: Notice of Availability (NOA) of a Draft Environmental Impact Report (State Clearinghouse No. 2023110328)

Dear Thomas,

This letter is in response to the Notice of Availability (NOA) for Ontario Regional Sports Complex Draft Environmental Impact Report (EIR), made available on April 4, 2024. The City's comments are outlined below: Intro

Traffic / Transportation

1) The projects Traffic Impact Analysis should include the LOS analysis of any intersections and roadway segments expected to have 50 or more peak hour trips added by the project. The peak hour should not only include the typical morning and afternoon peak periods but an analysis of anticipated event arrival and dismissal peak periods for major events including weekends. A worse-case scenario should be included in the analysis. Impacts to adjacent facilities should be identified and mitigation measures recommended and conditioned upon the project. A5-1

2) As the project is expected to attract regional use, impacts to regional facilities such as freeways, major arterials and public transportation systems should be included to determine anticipated needs for services and impacts to the transportation system to ensure regional movement of traffic is not significantly impacted. A5-2

If you have any questions, please contact me by email at ccortez@cityofchino.org, or you can call me at 909-334-3525.

Sincerely,

Chris Cortez, Assistant Planner

cc: Andrea Gilbert, City Planner
Dennis Ralls, Transportation Manager

13220 Central Avenue, Chino, California 91710
Mailing Address: P.O. Box 667, Chino, California 91708-0667
(909) 334-3250 • (909) 334-3720 Fax
Web Site: www.cityofchino.org

2. Response to Comments

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A5. Response to Comments from Chris Cortez, Assistant Planner, City of Chino, dated May 17, 2024.

Intro Responses to Comments from the City of Chino on the ORSC are provided in responses A5-1 through A5-2 below.

A5-1 The Draft EIR, Section 5.17, *Transportation*, evaluated transportation impacts of the Proposed Project. Senate Bill 743 (SB 743) eliminated auto delay, level of service (LOS), and similar measures of vehicular capacity or traffic congestion as the sole basis for determining significant impacts under CEQA. As such, the Draft EIR evaluates transportation impacts based on vehicle miles traveled (VMT) metrics.

Appendix L2, *Traffic Impact Analysis*, of the Draft EIR, included an evaluation of vehicle delay at intersections within the traffic study area per the City of Ontario's General Plan Circulation Element LOS policy to plan for future infrastructure needs. A discussion of the LOS analysis methodology can be found on pages L2-13 through L2-20 in Appendix L2 of the Draft EIR. As identified in this section, the LOS analysis study area included collector or higher roadway intersections where the Proposed Project would generate 50 or more peak hour trips. An analysis of roadway segments was not conducted as the City of Ontario measures delay based on intersection turning movements. Also, intersections typically constrain the roadway system, not roadway segments; and are therefore, more appropriate for detailed assessment such as that completed for the Proposed Project.

As identified on page L2-34 of Appendix L2 in the Draft EIR, the intent of the Traffic Impact Analysis was to evaluate typical daily traffic and commonly occurring events to appropriately size transportation infrastructure. Worst-case events, such as multiple tournaments during a stadium event occur infrequently; and therefore, would not warrant the infrastructure to be designed for this worst-case scenario. For a day with both tournament and stadium events, traffic would be managed through implementation of the Parking and Event Traffic Management Plans in accordance with Mitigation Measures TRAF-1a through TRAF-1c and TRAF-2, which requires that the City prepare an Event Traffic Management Plan to optimize access to and from the ORSC site to improve safety, minimize conflicts with ride sharing, facilitate the safe and efficient flow of vehicle traffic during events, etc. Mitigation Measure TRAF-2 also requires that the City establish an operational oversight group made up of transportation agencies and third-party operators that could be impacted by events. The City of Chino may wish to participate in this oversight group.

A5-2 See response to Comment A5-1 regarding congestion-based metrics pursuant to SB 743. Section 5.17, *Transportation*, of the Draft EIR evaluated potential transportation impacts to regional facilities, major arterials, and the public transportation system. As identified on page 5.17-21, storage capacities for State Route 60 (SR-60) and Interstate 15 (I-15) offramps were evaluated; and the Proposed Project is not anticipated to affect the freeway

mainline (see Appendix L2, Table 11). Likewise, the Proposed Project would not conflict with the City's multimodal plans, including transit service (see Draft EIR page 5.17-17).

LETTER O1 – Newmeyer Dillion, on behalf of Pacific Communities Builder, Inc. (PCB) (10 pages)

NEWMEYER DILLION

Newmeyer & Dillion LLP
895 Dove Street
Second Floor
Newport Beach, CA 92660
(949) 854-7000

May 20, 2024

Michael W. Shonafelt
Michael.Shonafelt@ndlf.com

VIA EMAIL

Thomas Grahn
Senior Planner
City of Ontario Planning Department, 303 East "B" Street, Ontario, CA 91764
tgrahn@ontarioca.gov

Re: Preliminary Comment Letter re City of Ontario Regional Sports Park DEIR (SCH 2023110328)

Dear Mr. Grahn,

This office represents Pacific Communities Builder, Inc. ("PCB"), owner of four parcels of real property (APNs 0218-101-03-0-000 through 0218-101-06-0-000) (collectively, "Property") located at the southeast corner of Vineyard Avenue and Riverside Drive in the City of Ontario ("City"). This letter responds to the City's April 4, 2024, Notice of Availability of the Ontario Regional Sports Complex Draft Environmental Impact Report (SCH 2023110328) ("DEIR"), which purports to examine the potential environmental impacts of the Ontario Regional Sports Complex ("Sports Complex" or "Project") pursuant to the California Environmental Quality Act (Pub. Resources Code, § 21000, et seq.) ("CEQA"). PCB presents this comment letter during the public comment period on the DEIR without waiver of its rights to supplement these comments as the Sports Complex project progresses through the required approval process, up to the final public hearing. (See, e.g., *Bakersfield Citizens for Local Control v. City of Bakersfield* (2004) 124 Cal.App.4th 1184, 1200 [CEQA comments to be considered up to final project hearing].) Intro

1. INTRODUCTION AND BACKGROUND.

PCB is a particularly interested party since the Sports Complex is proposed for construction on PCB's Property and, for that reason, the City has commenced eminent domain proceedings for a full take of the Property to facilitate the rezone from Low Density Residential (LDR) and Medium Density Residential (MDR) to Open Space. To make matters more urgent, PCB has already proposed a 455-unit residential development project with both affordable and market-rate units ("PCB Project") on the Property by submittal to the City of a Preliminary Application on April 8, 2024, pursuant to Government Code sections 65941.1 and 65589.5, as amended by SB 330 O1-1

2. Response to Comments

("Preliminary Application"). Discussion of the PCB Project is glaringly absent from the DEIR. Such an omission constitutes a material defect in the DEIR because, as discussed more thoroughly below, the submittal of the Preliminary Application gave rise to a vested right to lock in the current MDR and LDR zoning on the Property and to proceed with the PCB Project. (See Gov. Code, § 65589.5, subd. (k)(1)(A)(i)(III)(a).) The Sports Complex proceeds in the face of this legal obstacle. O1-1 cont'd

2. PCB HAS A VESTED RIGHT TO THE CURRENT ZONING.

The date of the submittal of the Preliminary Application is a critical event that is overlooked by the DEIR. That is because a preliminary application for a housing development shall be subject only "to the ordinances, policies, and standards adopted and in effect" when the preliminary application is submitted. (Gov. Code, §§§ 65589.5 , subd. (o)(1).) The freezing in place of the regulatory state of affairs at the time of preliminary application submittal is a central feature of the Housing Accountability Act (Gov. Code, § 65589.5) ("HAA"). (See *id.*, subds. (d)(2), (d)(5), (j)(1) [fixing regulatory scheme based on "deemed complete" date].) The vesting afforded by the HAA ensures the development community's ability to rely on the state of the regulatory regime in place when vesting is effected so that it can safely and confidently commit resources to development. Accordingly, in the HAA context, "the private sector should be able to rely" on a preliminary application "prior to expending resources and incurring liabilities without the risk of having the project frustrated by subsequent action by the approving local agency . . . ." (*Kaufman & Broad Central Valley, Inc. v. City of Modesto* (1994) 25 Cal.App.4th 1577, 1588, citing Gov. Code, § 66498.9, subd. (b).) O1-2

The upshot of the submittal of the Preliminary Application is that the City is not free to rezone the Property, as anticipated by the DEIR, without unlawfully infringing on PCB's vested rights and without foreclosing the ability of PCB to develop its project. That is because "[o]nce a landowner has secured a vested right the government may not, by virtue of a change in the zoning laws, prohibit construction authorized by the permit upon which he relied." (*Avco Community Developers, Inc. v. South Coast Regional Com.* (1976) 17 Cal.3d 785, 791.) That vested right extends not only to the existing zoning, but also the PCB Project, which, as a residential development project, is subject to the HAA, as amended by the Housing Crisis Act of 2019 (SB 330) ("HCA").

3. THE PCB PROJECT IS PROTECTED BY THE HOUSING ACCOUNTABILITY ACT, AS AMENDED BY THE HOUSING CRISIS ACT.

A. Standards for Denying a Project Under the HAA.

In 2019, the State Legislature enacted the HCA. The keystone of the HCA is a legislatively declared, statewide housing crisis -- a housing crisis of "historic proportions." The HCA features a number of urgent declarations. The following are especially relevant here: O1-3

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(1) "The lack of housing, including emergency shelters, is a ***critical problem*** that threatens the economic, environmental, and social quality of life in California."

(2) "The excessive cost of the state's housing supply is partially caused by activities and policies of ***many local governments that limit the approval of housing***, increase the cost of land for housing, and require that high fees and exactions be paid by producers of housing."

(3) "Many local governments do not give adequate attention to the economic, environmental, and social costs of decisions that result in disapproval of housing development projects, reduction in density of housing projects, and excessive standards for housing development projects."

(4) "The consequences of failing to effectively and aggressively confront this crisis are hurting millions of Californians, robbing future generations of the chance to call California home, stifling economic opportunities for workers and businesses, worsening poverty and homelessness, and undermining the state's environmental and climate objectives."

O1-3 cont'd

(5) The crisis has grown so acute in California that supply, demand, and affordability fundamentals are characterized in the negative: underserved demands, constrained supply, and protracted unaffordability.

(6) According to reports and data, California has accumulated an unmet housing backlog of nearly 2,000,000 units and must provide for at least 180,000 new units annually to keep pace with growth through 2025.

(7) California's housing picture has reached a crisis of historic proportions despite the fact that, for decades, the Legislature has enacted numerous statutes intended to significantly increase the approval, development, and affordability of housing for all income levels, including this section.

(SB 330, § 2, subd. (a), emphasis added.) Of further relevance are the Legislatures statements of intent:

(1) "The Legislature's intent in enacting this section in 1982 and in expanding its provisions since then was to ***significantly increase the approval and construction of new housing for all economic segments of California's communities by meaningfully and effectively curbing the capability of local governments to deny, reduce the density for, or render infeasible housing development projects*** ... ."

2. Response to Comments

(2) "It is the policy of the state that this section ***be interpreted and implemented in a manner to afford the fullest possible weight to the interest of, and the approval and provision of, housing***."

The above legislative admonitions served as the impetus for several provisions adding additional teeth to the HAA, including provisions intended to prevent delays in processing permits for housing projects and to lower the barriers to approval of housing projects. The purpose of the HAA is to limit the ability of local governments to "reject or make infeasible housing developments ... without a thorough analysis of the economic, social, and environmental effects of the action...." (*Id.*, subd. (b).) Subdivision (j) of the statute provides that

> When a proposed housing development project complies with applicable, objective general plan, zoning, and subdivision standards and criteria, including design review standards, in effect at the time that the application was deemed complete, but the local agency proposes to disapprove the project or ***to impose a condition that the project be developed at a lower density***, the local agency ***shall*** base its decision regarding the proposed housing development project upon written findings supported by ***a preponderance of the evidence on the record*** that both of the following conditions exist:
>
> (A) The housing development project would have ***a specific, adverse impact*** upon the public health or safety unless the project is disapproved or approved upon the condition that the project be developed at a lower density. As used in this paragraph, a "specific, adverse impact" means a ***significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete***.
>
> (B) There is no feasible method to satisfactorily mitigate or avoid the adverse impact identified pursuant to paragraph (1), other than the disapproval of the housing development project or the approval of the project upon the condition that it be developed at a lower density.

O1-3 cont'd

(Gov. Code, § 65589.5, subd. (j), emphasis added.) "Specific, adverse impact," means "a significant, quantifiable, direct, and unavoidable impact, based on objective, identified

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written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete." (Gov. Code § 65589.5, subd. (d)(2).) Notably, "[i]nconsistency with the zoning ordinance or general plan land use designation" does not constitute a specific, adverse impact. (*Id.*, § 65589.5, subd. (d)(2)(A).) Further, the Legislature clearly intends for these findings to be taxing, stringent and difficult to make:

> It is the intent of the Legislature that the conditions that would have a specific, adverse impact upon the public health and safety, as described in paragraph (2) of subdivision (d) . . . arise ***infrequently***.

O1-3 cont'd

(*Id.*, § 65589.5 subd. (a)(3), emphasis added.) Subdivision (d) further requires that each of the five subdivision (d) exceptions must be supported by "written findings, based upon a preponderance of the evidence in the record . . . ." (*Id.*, § 65589.5, subd. (d).)

B. The Sports Complex Project and Associated Rezone Foreclose the PCB Project at the Application Stage, in Violation of the HAA.

By proceeding with a rezone of the Property from LDR and MDR to open space, the City seeks to erase a major residential area currently dedicated to helping achieve the City's Regional Housing Needs Allocation ("RHNA") commitments to the State of California. Those RHNA units (1,470 of them) are inventoried in the City's Sixth Cycle Housing Element Update, which was approved by the Housing and Community Development Department on October 7, 2022. (See City of Ontario Housing Element, Table B-2 [Housing Sites Inventory] (March 1, 2024).) To offset this loss, 94 acres of property directly south of the Project is planned to be upzoned from LDR (Low Density Residential) to MDR (Medium Density Residential) and added to the Housing Element's sites inventory. (See DEIR, Figure ES-6, below.) A portion of the Vineyard corridor area will also include an affordable housing overlay:

O1-4

A. The DEIR Fails to Mitigate Significant Agricultural Impacts

1. The DEIR Fails to Meaningfully Consider Agricultural Conservation Easements as Mitigation

Development of the ORSC Project site would convert 53 acres of Prime Farmland and development of the proposed General Plan Amendment and Rezone would convert 45.8 acres of Prime Farmland.[25] Accordingly, the DEIR recognizes that the proposed project would result in a significant impact on agricultural resources due to the permanent conversion of Prime Farmland to nonagricultural use.[26] CEQA requires that all feasible and reasonable mitigation be reviewed and applied to projects identifying significant impacts.[27] The DEIR identifies this impact as significant and unavoidable.[28] But the DEIR fails to meaningfully evaluate the feasibility and effectiveness of agricultural conservation easements ("ACEs") as mitigation for this Project's impacts. ACEs can either include the outright purchase of easements or the donation of mitigation fees to a local, regional, or statewide organization or agency whose purpose includes the acquisition and stewardship of agricultural easements.[29] O2-4

The DEIR suggests that ACEs are legally infeasible, stating that it is "speculative as to whether replacement of agricultural resources off-site meets the additionality requirements of CEQA."[30] The DEIR also states that an offsite fee mitigation program would not avoid the loss of farmland; would not minimize the effect of the Proposed Project; would not repair, rehabilitate, or restore the affected farmland; and, absent a viable fee program, would not replace affected farmland with substitute farmland.[31] In support of this reasoning, the DEIR cites to the Fifth District Court of Appeal's decision in *King and Gardiner Farms, LLC et al. v County of Kern et al.*[32]

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[25] DEIR, pg. 5.2-9.
[26] DEIR, pg. 5.2-7.
[27] Cal. Code Regs. tit. 14 § 15364. *Covington, supra,* at 883.
[28] DEIR, pg. 5.2-12.
[29] *See* California Civil Code Section 815; Cal. Code Regs., tit. 14, § 15370 [mitigation includes "compensating for the impact by replacing or providing substitute resources or environments, including through permanent protection of such resources in the form of conservation easements."]; Department of Conservation, Agricultural Conservation Easements, https://www.conservation.ca.gov/dlrp/grant-programs/Pages/ACE_Overview.aspx.
[30] DEIR, pg. 5.2-11.
[31] DEIR, pg. 5.2-12.
[32] (2020) 45 Cal.App.5th 814.

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4. THE DEIR'S SILENCE REGARDING THE PCB PROJECT RENDERS MULTIPLE SECTIONS OF THE DEIR INADQUATE.

A. The Project Description Proceeds Upon Misplaced Assumptions Regarding the City's Ability to Freely Rezone the Property.

The keystone of the environmental impact report (referred to herein as an "EIR") is the project description. If an EIR proceeds on the basis of an incomplete or inaccurate project description, the entire document is subject to question. As one court observed:

> A curtailed or distorted project description may stultify the objectives of the reporting process. Only through an accurate view of the project may affected outsiders and public decision-makers balance the proposal's benefit against its environmental cost, consider mitigation measures, assess the advantage of terminating the proposal (i.e., the "no project" alternative) and weigh other alternatives in the balance. An accurate, stable and finite project description is the sine qua non of an informative and legally sufficient EIR.

O1-5

(*County of Inyo v. City of Los Angeles* (1977) 71 Cal.App.3d 185, 192-193.)

In this case, the non-negotiable element of the project description in the DEIR is the rezoning of 20 parcels of land, including the Property, as defined above, from low and medium density residential to OS-R ("Open Space – Parkland") and HOS ("Hospitality"). (DEIR, Project Description, p. 3-72.) The entire project hinges on the City's ability to effect the proposed rezone. Without the rezone, the Sports Complex cannot get past "go," and is a nullity. As described above, the City does not enjoy the usual degree of deference afforded to local governments in their legislative prerogatives. Instead, the City is tightly circumscribed by the stringent standards of the HAA, described above. Additionally, due to the vested rights that have matured through submittal of the Preliminary Application, any rezoning would result in a taking of vested real property rights. The DEIR mistakenly assumes that the City Council of the City of Ontario carries its usual broad authority to undertake zone changes and general plan amendments. That is not the case here, and the DEIR fails to account for that reality.

B. The Land Use Analysis Fails to Account for the PBC Project and Vesting.

The DEIR's analysis of land use impacts (chapter 5.11) must analyze, among other things, "land use incompatibilities; division of neighborhoods or communities; or interference with other land use plans." (DEIR, p. 5.11-1.) The DEIR identifies the Armstrong Ranch Specific Plan as an existing land use plan and the uprooting of over

O1-6

1,470 potential residential dwelling units through removal of all residential zoning on the site in favor of open space and hospitality uses. The DEIR's blanket fix for this impact is to upzone 94 acres further south along the Vineyard Corridor from LDR to MDR. (DEIR, p. 5.11-8.)

Notably, the land use impacts chapter fails to disclose and analyze the effects of precluding development of a residential development project of 455 units, which not only is in the queue but is vested. Vesting locks this project in the ground and therefore must be included in the environmental baseline under CEQA. (CEQA Guidelines, § 15125.) It is not enough, therefore, simply to waive a wand and shift RHNA units down the street. An analysis of the implication of disrupting a vested project under the HAA, SB330 and the State Density Bonus Law must be included in this chapter. O1-6 cont'd

C. The DEIR Improperly Defers the Project's Environmental Review in Violation of CEQA.

An EIR should be prepared as early as feasible in the planning process to enable environmental considerations to influence project program and design and yet late enough to provide meaningful information for environmental assessment. (*Laurel Heights Improvement Assn. v. Regents of University of California* (1988) 47 Cal.3d 376, 395.) Environmental review which comes too early may be too generalized to be useful; review that comes too late runs the risk of simply presenting a burdensome reconsideration of decisions already made and becoming the sort of post hoc rationalization to support action already taken. (*Berkeley Keeps Jets Over the Bay Committee v. Board of Port Commissioners of the City of Oakland* (2001) 91 Cal.App.4th 1344, 1359.) This is especially the case where the public agency prepares and approves the EIR for its own project. (*Id.*, at p. 395.) CEQA forbids piecemeal or deferred review of the significant environmental impacts of a project or truncating an analysis by burying it under a lower level of review. (*Banning Ranch Conservancy v. City of Newport Beach* (2012) 211 Cal.App.4th 1209, 1271.) The California Supreme Court set forth the proper standard of review in *Laurel Heights*, stating: O1-7

> We hold that an EIR must include an analysis of the environmental effects of future expansion or other action if (1) it is a reasonably foreseeable consequence of the initial project; and (2) the future expansion or action will be significant in that it will likely change the scope or nature of the initial project or its environmental effects. Under this standard, the facts of each case will determine whether and to what extent an EIR must analyze future expansion or other action.

(*Laurel Heights Improvement Assn. v. Regents of University of California*, *supra*, 47 Cal.3d at p. 396.)

In this case, the DEIR presents a hybrid of both project-level and programmatic environmental review. (See, e.g., DEIR at p. 1-5.) The project-level analysis focuses on the actual development of the Sports Complex at the Project site whereas the rezoning of the Vineyard Corridor to accommodate lost RHNA units is presented as a programmatic analysis. This gives rise to a problem. Programmatic EIRs generally defer more detailed, ground-level environmental review to later, specific projects as they are proposed by specific developers. (See *Al Larson Board Shop, Inc. v. Board of Harbor Commissioners* (1993) 18 Cal.App.4th 729, 741; See also CEQA Guidelines, § 15168, subd. (a).) With this in mind, the City short-shrifts the analysis of the Project's specific impacts on the Vineyard Corridor by analyzing the TOP and zoning amendments in a programmatic fashion, placing heavy reliance on future project-by-project environmental review which may never happen. Notably, improper piecemealing can occur when the reviewed project legally compels or practically presumes completion of another action. (*Nelson v. County of Kern* (2010) 190 Cal.App.4th 252, 272, [EIR for reclamation plan should have included mining operations that necessitated it].) The allocation of density within the Vineyard Corridor is a legal necessity to meet both SB 330 and SB 166 requirements. (DEIR, at p. 3-75.) The TOP amendment and rezone are not only reasonably foreseeable in the future, but are necessary to address the displacement of 1,470 RHNA units. (DEIR, 3-76.)

By failing to provide further environmental review beyond a programmatic EIR level, the DEIR improperly piecemeals and/or defers the environmental analysis for the Project, failing to evaluate the Project's inherent and specific impacts to the Vineyard Corridor. Denser development within the Vineyard Corridor area (originally zoned for lower density residential) is now a foregone conclusion as a direct result of the upzoning of the parcels to meet the SB 330 and SB 116 requirements for the Project. The general plan amendments now contemplate transferring 1,471 units originally spread over 199 acres to an area which could only accommodate 474 total units per the SEIR. (DEIR, p. 5.11-8.) The DEIR now envisions a density of 2075 units within 94 acres -- an approximately 300 percent increase for that area. O1-7 cont'd

Further, the programmatic evaluation relies heavily upon a 2022 Certified EIR for 2050 TOP ("SEIR") and proceeds to incorporate the entire SEIR by reference. (DEIR, p. 3-77.) TOP did not contemplate the housing and population increases to accommodate the Project rezone and does not evaluate whether the SEIR reviewed the same specifically for the Vineyard Corridor area. (DEIR, p. 5.14-11.) The City appears to conclude that the shifting of housing units on land that is half the size to accommodate the Project would not result in direct physical impacts to the City as whole. (DEIR, p. 3-77.) Yet, this future concentrated development will likely have a significant effect on the nearby surrounding areas within and around the Vineyard Corridor, including the Project site itself. Such drastic changes to the landscape should be evaluated now, not later.

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2. Response to Comments

Analyzing the TOP amendment and zone changes at a programmatic level also leaves open the possibility of the lack of future environmental analysis. (*Citizens for Responsible Equitable Environmental Development v. City of San Diego Redevelopment Agency* (2005) 134 Cal.App.4th 598, [programmatic EIR must adequately analyze potential environmental impacts to be relied upon for a subsequently proposed project].) The programmatic evaluation opens the door for a future project proponent to rely upon DEIR's surface-level environmental impacts on the Vineyard Corridor, leaving project-level effects ignored. CEQA therefore mandates further specific analysis on the Project's impacts to the Vineyard corridor. (*Laurel Heights Improvement Assn. v. Regents of University of California*, *supra*, 47 Cal.3d, at 399 citing CEQA Guidelines § 15144, ["Drafting an EIR ... involves some degree of forecasting. While foreseeing the unforeseeable is not possible, an agency must use its best efforts to find out and disclose all that it reasonably can].") O1-7 cont'd

5. CONCLUSION.

PCB's analysis of the DEIR remains ongoing. PCB therefore reserves its right to supplement these comments to the DEIR up until the close of final public hearings on the Project and, if approved, a notice of determination is filed. (Pub. Res. Code, § 21177, subds. (a) and (b); see also, *Galante Vineyards v. Monterey Peninsula Water Management District* (1997) 60 Cal.App.4th 1109, 1117-1121 [submission of written objections to after the close of public comment period on the draft of final environmental impact report but prior to the close of public hearing on the project before the issuance of a notice of determination satisfies CEQA's statutory exhaustion requirements].)

In the meantime, the City is bound by the Permit Streamlining Act (Gov. Code, § 65920, et seq.), the HAA -- and by theories established by case law -- to process applications for housing development projects like this. (See, e.g., *Building Industry Legal Defense Foundation v. City of San Juan Capistrano* (1999) 72 Cal.App.4th 1410 [mandatory duty to process submitted applications].) PCB therefore will continue to request that the City seriously consider the principles set forth in this letter and accept and process the PCB Project so that it is properly disposed for presentation to the decision-maker capable of making findings based on a written record. O1-8

If you have any questions about this letter, please do not hesitate to call me.

Very truly yours,

Michael W. Shonafelt

cc: Henry K. Noh, Planning Director, HNoh@ontarioca.gov
Nelson Chung, President, Pacific Communities Builder

5416.104 / 15732560.1

O1. Response to Comments from Michael W. Shonafelt, Newmeyer Dillion, on behalf of Pacific Communities Builder, Inc. (PCB), dated May 20, 2024.

Intro Responses to comments written on behalf of Pacific Communities Building, Inc., (PCB) are provided in responses O1-1 through O1-8 below. The City disagrees with the Commenter that the Draft EIR fails to comply with CEQA.

O1-1 This Comment concerns the commenter's opinions regarding PCB's preliminary application to the City with regard to residential development. However, this Comment does not provide any comments regarding the Draft EIR, which analyzes the ORSC project. As this Comment does not address the content of the Draft EIR, no further response is necessary.

O1-2 See response to Comment O1-1. This Comment does not provide any comments regarding the Draft EIR, which analyzes the ORSC project. As this Comment does not address the content of the Draft EIR, no further response is necessary.

O1-3 See responses to Comments O1-1 and O1-2. This Comment does not provide any comments regarding the Draft EIR, which analyzes the ORSC project. As this Comment does not address the content of the Draft EIR, no further response is necessary.

O1-4 The Draft EIR for the Proposed Project was circulated for public review on April 4, 2024, while the PCB's application was submitted on April 8, 2024 (which was found to be incomplete, email dated May 7, 2024). Because the release of the Draft EIR for the ORSC predates the PCB application, the City disagrees with the claim that the Draft EIR intentionally omits references to what is a previously unknown proposed residential project within the ORSC site. Furthermore, this Draft EIR analyzes impacts of the Proposed Project and includes consideration of residential development along Vineyard Avenue at the ORSC site as a potential alternative to the Proposed Project.

O1-5 See responses to Comments O1-1 through O1-4 above. This Comment does not address the content of the Draft EIR; and therefore, no further response is necessary.

O1-6 See responses to Comments O1-1 through O1-4 above. CEQA Guidelines Section 15125(a)(1) states that, "the lead agency should describe physical environmental conditions as they exist at the time the notice of preparation is published, or if no notice of preparation is published, at the time environmental analysis is commenced, from both a local and regional perspective." Section 15125(a)(3) further states that, "an existing conditions baseline shall not include hypothetical conditions, such as those that might be allowed, but have never actually occurred, under existing permits or plans, as the baseline." Consistent with these provisions of the CEQA Guidelines, Chapter 4, *Environmental Setting*, of the Draft EIR describes the existing conditions of the ORSC site, which serves as the baseline for the analysis of impacts in the Draft EIR.

As described in detail in Section 3.3.4, *General Plan Amendment and Rezone*, in Chapter 3, *Project Description,* of the Draft EIR, the Proposed Project would necessitate a general plan amendment to implement the ORSC. This action triggers a concurrent General Plan Amendment and Rezone on Vineyard Corridor (GPA and Rezone) to comply with State requirements under Senate Bills 330 and 166 to replace the residential housing capacity designated for the site in The Ontario Plan (TOP).

The PCB project application was submitted to the City after the Draft EIR was circulated for public review. As such, the City disagrees with the Commenter that the PCB proposed project was required to be considered as an existing or pending project for land use compatibility in Section 5.11, *Land Use and Planning*, of the Draft EIR. The application for the residential project would, at most, represent an alternative to the Proposed Project rather than a project component. Chapter 7, *Alternatives to the Proposed Project*, contemplates an alternative development plan that would retain the residential corridor along Vineyard Avenue (see section 7.6, *Vineyard Avenue Residential Corridor Alternative,* and Figure 7-2*, Vineyard Avenue Residential Corridor Alternative*) and would allow for up to 1,267 dwelling units.

O1-7 As acknowledged by the Comment, the Draft EIR analyzes the impacts of the proposed off-site GPA and Rezone at a programmatic-level throughout Chapter 5, *Environmental Analysis*, of the Draft EIR. The programmatic-level review included in the Draft EIR is appropriate for the SB 330 and SB 166 GPA and Rezone action associated with the Proposed Project.

As stated on page 3-77, Section 3.3.4.3, *Environmental Effects of Off-Site TOP Amendments and Zone Changes,* "future, site-specific, development consistent with the off-site GPA and Rezone are not evaluated at a project-level because these actions are solely for compliance with SB 330 and SB 166." Section 3.3.4.3 further provides that the potential impacts associated with these programmatic land use changes are compared to the impacts the Supplemental EIR certified in 2022 for TOP 2050, which was incorporated by reference in the Draft EIR. At the time of drafting the Draft EIR and its circulation for public review, no development application was proposed for projects in the Vineyard Corridor; and therefore, the Draft EIR disclosed that the proposed changes "would not result in direct physical impacts to the environment that would warrant a project-level analysis." (pg. 3-77, paragraph 3, of the Draft EIR). Since no specific development has been proposed in the Vineyard Corridor, no project-level details are known. Therefore, a project-level analysis of the Vineyard Corridor GPA and Rezone would be speculative. The level of known detail for a project determines the level of specificity required in the Draft EIR (*Citizens for a Sustainable Treasure Island v. City and County of San Francisco (2014) 227 Cal.App.4th 1036*).

The Comment does not provide any comments with regard to the environmental analysis for the proposed GPA and Rezone in Chapter 5, instead noting only that the density

allowed in the area would increase. The Draft EIR acknowledges that the GPA and Rezone would result in denser development within the Vineyard Corridor when compared to the level of development allowed under the parcels' existing land uses in TOP 2050 and this assumption of maximum development under the proposed density increase forms the basis for the analysis in each topical section of Chapter 5 of the Draft EIR. Therefore, the City disagrees with the Commenter that the Draft EIR improperly piecemeals and/or defers the environmental analysis of the GPA and Rezone. The Proposed Project has independent utility from any potential future residential development of the Vineyard Corridor so there is no piecemealing.

The City also disagrees with the Commenter that the TOP 2050 SEIR did not contemplate the housing and population increase of the Proposed Project. The Proposed Project triggers SB 330 and SB 166 because current TOP identifies the ORSC site for residential land uses. This action triggers the need to upzone property offsite to make up for the potential loss in housing capacity within the City. The GPA and Rezone area is directly south of the ORSC site on Vineyard Avenue, which was already identified for residential uses in TOP. There is no change in housing capacity compared to that evaluated in TOP 2050 SEIR because the increase in density within the GPA and Rezone area corresponds to the decrease in residential density on the ORSC site. Based on the analysis in Chapter 5 of the Draft EIR, there are no significant impacts associated with this change to the surrounding area and landscape.

The City also disagrees with the Commenter's assertions that the Draft EIR would preclude future environmental review for a development application for residential uses within the GPA and Rezone area. The Draft EIR provides project-level environmental clearance for the ORSC project. However, the GPA and Rezone triggered by SB 330 and SB 166 was evaluated at the same program-level of review conducted for TOP 2050. Discretionary approval for development projects within the City, including the GPA and Rezone area, would be subject to CEQA.

O1-8 See responses to Comments O1-1 through O1-7 above. This Comment does not address the content of the Draft EIR; and therefore, no further response is necessary.

2. Response to Comments

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LETTER O2 – Adams Broadwell Joseph & Cardoza, on behalf of Californias Allied for a Responsible Economy (CARE CA) (54 pages)

Please note that the two resumes originally part of this comment letter are provided as Appendix E to this FEIR.

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May 20, 2024

Via Overnight Mail and Email
Thomas Grahn, Senior Planner
City of Ontario Planning Department
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Email: TGrahn@ontarioca.gov

Re: Comments on the Draft Environmental Impact Report for Ontario Regional Sports Complex (SCH No. 2023110328)

Dear Mr. Grahn:

We are writing on behalf of Californians Allied for a Responsible Economy ("CARE CA") to provide comments on the Draft Environmental Impact Report ("DEIR") prepared by the City of Ontario ("City") for the Ontario Regional Sports Complex (SCH No. 2023110328) ("Project").

The Project proposes to construct a 6,000-capacity, semipro, Minor League Baseball stadium with supportive retail/hospitality uses, as well as new regional park and community recreation facilities, including a new recreational center, aquatics center, and baseball, softball, and soccer fields. The Project would result in development of 540,750 square feet ("SF") of commercial building space, 450,000 SF of stadium space, and 272,000 SF of parking structures. The Project site is located on the southeast corner of Vineyard Avenue and Riverside Drive in the Armstrong Ranch Specific Plan area in the City of Ontario, San Bernardino County, California. Intro

We reviewed the DEIR and its technical appendices with the assistance of air quality expert Dr. James Clark, PhD,[1] and noise expert Ani Toncheva.[2] We reserve

[1] Dr. Clark's technical comments and curricula vitae are attached hereto as Exhibit A.
[2] Ms. Toncheva's technical comments and curricula vitae are attached hereto as Exhibit B.

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the right to supplement these comments at a later date, and at any later proceedings related to this Project.[3]

CARE CA's review of the DEIR and supporting documentation demonstrates that the DEIR fails to comply with the requirements of the California Environmental Quality Act ("CEQA")[4]. As explained in these comments, the DEIR lacks substantial evidence to support its conclusions with regard to the Project's impacts relating to agricultural resources, air quality, health risks, hazardous materials, and noise. The City may not approve the Project until the City revises and recirculates the Project's DEIR to accurately analyze the Project's significant impacts, and incorporates all feasible mitigation measures to avoid or minimize these impacts to the greatest extent feasible.

Intro cont'd

I. STATEMENT OF INTEREST

CARECA is an unincorporated association of individuals and labor organizations that may be adversely affected by the potential public and worker health and safety hazards, and the environmental impacts of the Project. The coalition includes the District Council of Ironworkers, Southern California Pipe Trades DC 16, California State Association of Electrical Workers, along with their members, their families, and other individuals who live and work in the City of Ontario.

Individual members of CARE CA include City of Ontario residents Daniel Brewer, David Audelo, Carlos Mendez, and Rober Rubio. These individuals live in the City of Ontario, and work, recreate, and raise their families in the City and surrounding communities. Accordingly, they would be directly affected by the Project's environmental and health, and safety impacts. Individual members may also work on the Project itself. They will be first in line to be exposed to any health and safety hazards that exist on site.

O2-1

CARECA advocates for protecting the environment and the health of their communities' workforces. CARECA seeks to ensure a sustainable construction industry over the long-term by supporting projects that offer genuine economic and employment benefits, and which minimize adverse environmental and other impacts on local communities.

[3] Gov. Code § 65009(b); PRC § 21177(a); *Bakersfield Citizens for Local Control v. Bakersfield* ("*Bakersfield*") (2004) 124 Cal. App. 4th 1184, 1199-1203; see *Galante Vineyards v. Monterey Water Dist.* (1997) 60 Cal. App. 4th 1109, 1121.
[4] Pub. Resources Code §§ 21000 et seq.; 14 Cal. Code Regs ("CEQA Guidelines") §§ 15000 et seq. ("CEQA Guidelines").

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In addition, CARECA has an interest in enforcing environmental laws that encourage sustainable development and ensure a safe working environment for its members. Environmentally detrimental projects can jeopardize future jobs by making it more difficult and more expensive for business and industry to expand in the region, and by making the area less desirable for new businesses and new residents. Indeed, continued environmental degradation can, and has, caused construction moratoriums and other restrictions on growth that, in turn, reduce future employment opportunities. O2-1 cont'd

II. LEGAL BACKGROUND

CEQA requires public agencies to analyze the potential environmental impacts of their proposed actions in an EIR.[5] "The foremost principle under CEQA is that the Legislature intended the act to be interpreted in such manner as to afford the fullest possible protection to the environment within the reasonable scope of the statutory language."[6]

CEQA has two primary purposes. First, CEQA is designed to inform decisionmakers and the public about the potential significant environmental effects of a project.[7] "Its purpose is to inform the public and its responsible officials of the environmental consequences of their decisions before they are made. Thus, the EIR 'protects not only the environment but also informed self-government.'"[8] The EIR has been described as "an environmental 'alarm bell' whose purpose it is to alert the public and its responsible officials to environmental changes before they have reached ecological points of no return."[9] As the CEQA Guidelines explain, "[t]he EIR serves not only to protect the environment but also to demonstrate to the public that it is being protected."[10] O2-2

[5] PRC § 21100.
[6] *Laurel Heights Improvement Assn. v. Regents of Univ. of Cal ("Laurel Heights I")* (1988) 47 Cal.3d 376, 390 (internal quotations omitted).
[7] Pub. Resources Code § 21061; CEQA Guidelines §§ 15002(a)(1); 15003(b)-(e); *Sierra Club v. County of Fresno* (2018) 6 Cal.5th 502, 517 ("[T]he basic purpose of an EIR is to provide public agencies and the public in general with detailed information about the effect [that] a proposed project is likely to have on the environment; to list ways in which the significant effects of such a project might be minimized; and to indicate alternatives to such a project.").
[8] *Citizens of Goleta Valley,* 52 Cal.3d at p. 564 (quoting *Laurel Heights I*, 47 Cal.3d at 392).
[9] *County of Inyo v. Yorty* (1973) 32 Cal.App.3d 795, 810; *see also Berkeley Keep Jets Over the Bay v. Bd. of Port Comm'rs.* (2001) 91 Cal.App.4th 1344, 1354 ("*Berkeley Jets*") (purpose of EIR is to inform the public and officials of environmental consequences of their decisions *before* they are made).
[10] CEQA Guidelines § 15003(b).

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Second, CEQA requires public agencies to avoid or reduce environmental damage when "feasible" by requiring consideration of environmentally superior alternatives and adoption of all feasible mitigation measures.[11] The EIR serves to provide agencies and the public with information about the environmental impacts of a proposed project and to "identify ways that environmental damage can be avoided or significantly reduced."[12] If the project will have a significant effect on the environment, the agency may approve the project only if it finds that it has "eliminated or substantially lessened all significant effects on the environment" to the greatest extent feasible and that any unavoidable significant effects on the environment are "acceptable due to overriding concerns."[13]

O2-2 cont'd

While courts review an EIR using an "abuse of discretion" standard, "the reviewing court is not to 'uncritically rely on every study or analysis presented by a project proponent in support of its position. A clearly inadequate or unsupported study is entitled to no judicial deference."[14] As the courts have explained, a prejudicial abuse of discretion occurs "if the failure to include relevant information precludes informed decision-making and informed public participation, thereby thwarting the statutory goals of the EIR process."[15] "The ultimate inquiry, as case law and the CEQA guidelines make clear, is whether the EIR includes enough detail 'to enable who did not participate in its preparation to understand and to consider meaningfully the issues raised by the proposed project.'"[16]

III. THE DEIR FAILS TO DISCLOSE, ANALYZE AND MITIGATE POTENTIALLY SIGNIFICANT IMPACTS

An EIR must fully disclose all potentially significant impacts of a Project and implement all feasible mitigation to reduce those impacts to less than significant

O2-3

[11] CEQA Guidelines § 15002(a)(2), (3); *see also Berkeley Jets*, 91 Cal.App.4th at 1354; *Citizens of Goleta Valley*, 52 Cal.3d at p. 564.
[12] CEQA Guidelines § 15002(a)(2).
[13] PRC § 21081(a)(3), (b); CEQA Guidelines §§ 15090(a), 15091(a), 15092(b)(2)(A), (B); *Covington v. Great Basin Unified Air Pollution Control Dist.* (2019) 43 Cal.App.5th 867, 883.
[14] *Berkeley Jets*, 91 Cal.App.4th at p. 1355 (emphasis added) (quoting *Laurel Heights I*, 47 Cal.3d at 391, 409, fn. 12).
[15] *Berkeley Jets*, 91 Cal.App.4th at p. 1355; *see also San Joaquin Raptor/Wildlife Rescue Center v. County of Stanislaus* (1994) 27 Cal.App.4th 713, 722 (error is prejudicial if the failure to include relevant information precludes informed decision making and informed public participation, thereby thwarting the statutory goals of the EIR process); *Galante Vineyards*, 60 Cal.App.4th at p. 1117 (decision to approve a project is a nullity if based upon an EIR that does not provide decision-makers and the public with information about the project as required by CEQA); *County of Amador v. El Dorado County Water Agency* (1999) 76 Cal.App.4th 931, 946 (prejudicial abuse of discretion results where agency fails to comply with information disclosure provisions of CEQA).
[16] *Sierra Club,* 6 Cal.5th at p. 516 (quoting *Laurel Heights I*, 47 Cal.3d at 405).

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levels. The lead agency's significance determination with regard to each impact must be supported by accurate scientific and factual data.[17] An agency cannot conclude that an impact is less than significant unless it produces rigorous analysis and concrete substantial evidence justifying the finding.[18]

Even when the substantial evidence standard is applicable to agency decisions to certify an EIR and approve a project, reviewing courts will not 'uncritically rely on every study or analysis presented by a project proponent in support of its position. A clearly inadequate or unsupported study is entitled to no judicial deference.'"[19]

Moreover, the failure to provide information required by CEQA is a failure to proceed in the manner required by CEQA.[20] Challenges to an agency's failure to proceed in the manner required by CEQA, such as the failure to address a subject required to be covered in an EIR or to disclose information about a project's environmental effects or alternatives, are subject to a less deferential standard than challenges to an agency's factual conclusions.[21] In reviewing challenges to an agency's approval of an EIR based on a lack of substantial evidence, the court will "determine de novo whether the agency has employed the correct procedures, scrupulously enforcing all legislatively mandated CEQA requirements."[22] O2-3 cont'd

Additionally, CEQA requires agencies to commit to all feasible mitigation measures to reduce significant environmental impacts.[23] In particular, the lead agency may not make required CEQA findings, including finding that a project impact is significant and unavoidable, unless the administrative record demonstrates that it has adopted all feasible mitigation to reduce significant environmental impacts to the greatest extent feasible.[24]

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[17] CEQA Guidelines § 15064(b).
[18] *Kings Cty. Farm Bur. v. Hanford* (1990) 221 Cal.App.3d 692, 732.
[19] *Berkeley Jets*, 91 Cal.App.4th at 1355.
[20] *Sierra Club v. State Bd. Of Forestry* (1994) 7 Cal.4th 1215, 1236.
[21] *Vineyard Area Citizens for Responsible Growth, Inc. v. City of Rancho Cordova* (2007) 40 Cal.4th 412, 435.
[22] *Id., Madera Oversight Coal., Inc. v. County of Madera* (2011) 199 Cal. App. 4th 48, 102.
[23] CEQA Guidelines § 15002(a)(2).
[24] PRC § 21081(a)(3), (b); CEQA Guidelines §§ 15090, 15091; *Covington v. Great Basin Unified Air Pollution Control Dist.* (2019) 43 Cal.App.5th 867, 883.

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A. The DEIR Fails to Mitigate Significant Agricultural Impacts

1. The DEIR Fails to Meaningfully Consider Agricultural Conservation Easements as Mitigation

Development of the ORSC Project site would convert 53 acres of Prime Farmland and development of the proposed General Plan Amendment and Rezone would convert 45.8 acres of Prime Farmland.[25] Accordingly, the DEIR recognizes that the proposed project would result in a significant impact on agricultural resources due to the permanent conversion of Prime Farmland to nonagricultural use.[26] CEQA requires that all feasible and reasonable mitigation be reviewed and applied to projects identifying significant impacts.[27] The DEIR identifies this impact as significant and unavoidable.[28] But the DEIR fails to meaningfully evaluate the feasibility and effectiveness of agricultural conservation easements ("ACEs") as mitigation for this Project's impacts. ACEs can either include the outright purchase of easements or the donation of mitigation fees to a local, regional, or statewide organization or agency whose purpose includes the acquisition and stewardship of agricultural easements.[29] O2-4

The DEIR suggests that ACEs are legally infeasible, stating that it is "speculative as to whether replacement of agricultural resources off-site meets the additionality requirements of CEQA."[30] The DEIR also states that an offsite fee mitigation program would not avoid the loss of farmland; would not minimize the effect of the Proposed Project; would not repair, rehabilitate, or restore the affected farmland; and, absent a viable fee program, would not replace affected farmland with substitute farmland.[31] In support of this reasoning, the DEIR cites to the Fifth District Court of Appeal's decision in *King and Gardiner Farms, LLC et al. v County of Kern et al.*[32]

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[25] DEIR, pg. 5.2-9.
[26] DEIR, pg. 5.2-7.
[27] Cal. Code Regs. tit. 14 § 15364. *Covington, supra,* at 883.
[28] DEIR, pg. 5.2-12.
[29] *See* California Civil Code Section 815; Cal. Code Regs., tit. 14, § 15370 [mitigation includes "compensating for the impact by replacing or providing substitute resources or environments, including through permanent protection of such resources in the form of conservation easements."]; Department of Conservation, Agricultural Conservation Easements, https://www.conservation.ca.gov/dlrp/grant-programs/Pages/ACE_Overview.aspx.
[30] DEIR, pg. 5.2-11.
[31] DEIR, pg. 5.2-12.
[32] (2020) 45 Cal.App.5th 814.

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The City's interpretation of the holding of *King and Gardiner Farms* was specifically rejected in a published portion of the Fifth District Court of Appeal's decision in *V Lions Farming, LLC v. County of Kern, et al.*[33] The decision explains that "ACE's are a type of compensatory mitigation for the conversion of agricultural [land] even though, operating by themselves, they do not replace the converted land or otherwise result in no net loss of agricultural land," citing to *Sierra Club v. County of Fresno*,[34] which held that "mitigation measures must be at least partially effective, even if they cannot mitigate significant impacts to less than significant levels." The Court concluded: "[t]herefore, based on the issue actually presented and decided in *King & Gardiner* [citation] we conclude the County construed the opinion too broadly and mistakenly concluded the opinion established the principle that ACE's 'do not provide an effective means of even partial mitigation for agricultural conversion impacts.'"[35] The Court's decision is consistent with other caselaw recognizing ACEs as feasible mitigation such as *Masonite Corporation Dist. v. County of Mendocino, et al*,[36] which held that ACEs constitute legally feasible mitigation for the direct loss of prime farmland.[37] Thus, the City's reasoning in dismissing ACEs is not supported by CEQA caselaw.

O2-4 cont'd

The DEIR also does not contain substantial evidence showing that ACEs are not technically feasible or effective. The DEIR states that because creation of additional Farmland in the City is contrary to the City's land use policies, there is no suitable replacement acreage within the City to mitigate for loss of Farmland.[38] The DEIR does not consider preservation of farmland outside of the City because "it is the policy of Ontario to mitigate impacts within the City boundaries because this is the area the City has direct jurisdictional control over."[39]

O2-5

The DEIR's reasoning is flawed. First, there is no reason given why farmland must be replaced within the City's borders. The DEIR's allusion to a policy against replacing or preserving farmland outside of the City's borders is unsubstantiated, as the DEIR fails to cite any specific policy. Further, while a laudable mitigation goal,

[33] (2024) Cal.App.5th
[34] (2018) 6 Cal.5th 502, 523.
[35] *V Lions Farming, LLC v. County of Kern, et al.* (2024) Cal.App.5th
[36] (First Dist. 2013) 218 Cal.App.4th 230
[37] *See Save the Hill Group v. City of Livermore* (2022) 76 Cal.App.5th 1092, 1117 (explaining that CEQA does not require mitigation measures that completely eliminate the environmental impacts of a project); see *Friends of Kings River v. County of Fresno* (2014) 232 Cal.App.4th 105, 124–126 ("offsite preservation of habitats for endangered species, which is functionally similar to an agricultural conservation easement, is an accepted means of mitigating impacts on biological resources").
[38] DEIR, pg. 5.2-9, 10.
[39] DEIR, pg. 5.2-10.

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agricultural replacement within City borders is not determinative of whether ACEs would otherwise be effective at reducing impacts. Loss of farmland is a statewide issue that would be partially mitigated by ACEs outside the City's borders. The State Legislature has declared that conversion of agricultural land is a significant concern and that the preservation of agricultural land is a significant goal of the State.[40] The Legislature has further stated that CEQA shall play an important role in the preservation of agricultural lands.[41] The court's decision in *V Lions Farming, LLC* confirms that ACEs may be considered as potentially feasible mitigation for these impacts. Thus, even if the City's land use plans do not call for preservation of farmland within the City, loss of farmland is a statewide issue that must be mitigated in the DEIR. O2-5 cont'd

Second, the suggestion that the City would not be able to enforce an ACE outside of the City's borders is unsupported by substantial evidence, as the City would have contractual rights under any agreement establishing an ACE.

A revised and recirculated DEIR must contain a full discussion of the feasibility of ACEs or purchasing credits from a mitigation bank.

B. The DEIR Fails to Adequately Analyze and Mitigate Significant Air Quality Impacts

1. The DEIR Underestimates the Project's Air Quality Impacts by Erroneously Assuming Use of Tier 4 Final Equipment

The DEIR's analysis of the Project's significant air quality and health risk impacts would be reduced to a less-than-significant level by imposition of Mitigation Measure ("MM") AQ-1.[42] MM AQ-1 requires use of Tier 4 construction equipment only "if available": O2-6

> Use construction equipment rated by the United States Environmental Protection Agency as having Tier 4 (model year 2008 or newer) Final or stricter emission limits for all off-road construction equipment. If Tier 4 Final

[40] Gov. Code, § 51220 (Williamson Act findings that agricultural preservation is valuable and necessary); Civ. Code, § 815 (legislative declaration that preservation of agricultural lands "is among the most important environmental assets of California"); Pub. Resources Code, § 10200, et seq. (California Farmland Conservancy Program Act, promoting the establishment of agricultural easements as a means to preserve agricultural land).
[41] This language was used as the finding behind amendments to Pub. Resources Code sections 21060.1, 21061.2 and 21095 in 1993 (Stats. 1993, ch. 812, §1, subd. (d)).
[42] DEIR, pg. 1-26.

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equipment is not available, the applicant shall provide documentation (e.g., rental inventory requests), to the City's satisfaction, or otherwise demonstrate its unavailability to the City of Ontario prior to the issuance of any construction permits.[43]

The DEIR's air study assumes that "[m]itigated emissions incorporate Tier 4 Final emission control standards for all off-road construction equipment."[44] The assumption that all of the Project's offroad construction equipment will meet Tier 4 Final standards is unjustified because MM AQ-1 does not commit the Applicant to using Tier 4 Final equipment. Merely requiring use of Tier 4 Final equipment "if available" is too vague to bind the Applicant to this level of mitigation. Mitigation measures must be fully enforceable to be valid under CEQA.[45]

Further, it is unlikely that MM AQ-1 would result in the actual use of Tier 4 Final equipment for all construction activities, as assumed in the DEIR, because it is unlikely that the Project will be able to obtain an entire off-road construction equipment fleet that meets Tier 4 Final emissions. Dr. Clark reviewed public records in the California Air Resources Board's ("CARB") Diesel Off-Road Online Reporting System ("DOORS") and found that the availability of Tiered construction equipment is highly dependent on the type of equipment.[46]

O2-6 cont'd

Table 1: Percent of Equipment in California DOORS Database by Emission Tier Level

	U.S. EPA Emission Tier Level					
Equipment Type (> 50 hp)	T0	T1	T2	T3	T4F	T4I
Aerial Lifts	1.63%	4.67%	14.86%	4.08%	**48.64%**	**26.12%**
Boom	0.15%	0.77%	5.22%	1.59%	**76.20%**	**16.06%**
Bore/Drill Rigs	11.53%	15.42%	16.86%	21.76%	**17.72%**	**14.34%**
Bucket	8.33%	18.33%	10.00%	6.67%	**33.33%**	**23.33%**
Concrete Mixer	0.00%	0.00%	0.00%	14.29%	**85.71%**	**0.00%**
Concrete Pump	1.30%	7.79%	40.26%	1.30%	**32.47%**	**16.88%**
Crane 35ton or more	5.57%	4.41%	5.37%	18.81%	**37.62%**	**27.45%**
Crane less than 35ton	20.37%	2.47%	6.79%	12.35%	**38.27%**	**19.75%**
Cranes	27.84%	11.49%	9.13%	26.60%	**10.82%**	**11.80%**
Crawler Tractors	26.56%	13.31%	13.11%	13.70%	**22.39%**	**10.93%**

[43] *Id.*
[44] Appendix D1, PDF pg. 44.
[45] 14 CCR §15126.4(a)(2).
[46] Clark Comments, pg. 14-16.

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2. Response to Comments

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Equipment Type (> 50 hp)	U.S. EPA Emission Tier Level					
	T0	T1	T2	T3	T4F	T4I
Crushing/Processing Equipment	0.00%	0.78%	2.34%	14.06%	**74.22%**	**8.59%**
Drill Rig	7.09%	4.14%	8.86%	12.56%	**45.79%**	**17.87%**
Drill Rig (Mobile)	11.51%	8.71%	11.51%	17.26%	**30.95%**	**14.77%**
Excavators	5.24%	8.34%	13.95%	7.29%	**48.67%**	**16.50%**
Forklifts	9.57%	10.57%	13.82%	7.99%	**40.45%**	**17.46%**
Garbage Refuse	0.00%	0.00%	8.70%	8.70%	**43.48%**	**39.13%**
Garbage Transfer	0.00%	0.00%	0.00%	33.33%	**66.67%**	**0.00%**
Graders	29.78%	14.12%	12.89%	15.27%	**17.40%**	**10.52%**
Hopper Tractor Trailer	0.00%	0.00%	0.00%	0.00%	**50.00%**	**50.00%**
Mower	2.44%	7.27%	13.58%	1.10%	**54.40%**	**21.22%**
Nurse Rig Aircraft Supply	0.00%	0.00%	0.00%	0.00%	**100.00%**	**0.00%**
Nurse Rig Other	0.00%	0.00%	0.00%	100.00%	**0.00%**	**0.00%**
Off Highway Tractors	3.55%	6.28%	6.01%	8.74%	**65.30%**	**10.11%**
Off Highway Trucks	1.69%	3.87%	11.14%	5.81%	**62.23%**	**15.25%**
Off-Highway Tractors	18.25%	17.06%	20.98%	10.02%	**17.18%**	**16.31%**
Off-Highway Trucks	16.96%	12.96%	17.54%	20.81%	**16.13%**	**13.99%**
Other Construction Equipment	16.35%	14.20%	17.11%	10.53%	**24.03%**	**17.19%**
Other General Industrial Equipment	13.18%	16.56%	27.57%	8.61%	**13.80%**	**19.84%**
Other Material Handling Equipment	10.84%	11.39%	19.25%	15.55%	**26.63%**	**16.26%**
Other Truck	15.64%	10.34%	5.31%	13.41%	**36.87%**	**11.45%**
Pavers	12.11%	21.18%	16.99%	14.97%	**23.34%**	**11.41%**
Paving Equipment	6.49%	12.80%	12.74%	12.44%	**38.17%**	**17.05%**
Railcars or Track Cars	16.33%	8.16%	0.00%	14.29%	**51.02%**	**10.20%**
Rollers	14.09%	15.93%	18.30%	6.46%	**30.61%**	**14.59%**
Rough Terrain Forklifts	3.95%	9.32%	15.89%	8.11%	**41.94%**	**20.80%**
Rubber Tired Dozers	41.04%	10.02%	9.44%	19.65%	**15.22%**	**4.62%**
Rubber Tired Loaders	16.74%	12.71%	13.56%	14.94%	**29.29%**	**12.76%**
Scrapers	28.91%	10.98%	15.47%	30.41%	**10.15%**	**4.04%**
Skid Steer Loaders	3.70%	10.02%	15.81%	3.20%	**54.69%**	**12.58%**
Spray Truck	5.56%	4.17%	19.44%	2.78%	**34.72%**	**26.39%**
Spreader Tractor Trailer	0.00%	14.29%	28.57%	0.00%	**42.86%**	**14.29%**
Spreader Truck	4.17%	0.00%	4.17%	37.50%	**16.67%**	**25.00%**
Surfacing Equipment	15.38%	14.25%	10.18%	23.08%	**19.23%**	**17.65%**

O2-6 cont'd

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	U.S. EPA Emission Tier Level					
Equipment Type (> 50 hp)	T0	T1	T2	T3	T4F	T4I
Sweepers/Scrubbers	11.02%	20.84%	16.57%	6.61%	**25.75%**	**19.06%**
Tank Truck	4.05%	6.76%	8.11%	27.03%	**37.84%**	**16.22%**
Tanker Truck Trailer	0.00%	18.18%	0.00%	0.00%	**63.64%**	**18.18%**
Telescopic Handler	1.33%	0.00%	2.67%	0.00%	**80.00%**	**16.00%**
Tow Tractor	0.00%	100.00%	0.00%	0.00%	**0.00%**	**0.00%**
Tractors/Loaders/Backhoes	13.53%	16.50%	18.73%	8.96%	**29.23%**	**13.05%**
Trenchers	21.86%	19.57%	20.87%	3.28%	**21.86%**	**12.57%**
Vacuum Truck	2.21%	18.38%	15.44%	25.00%	**13.24%**	**14.71%**
Water Truck	21.79%	8.21%	16.43%	16.07%	**23.57%**	**13.57%**
Workover Rig (Mobile)	5.99%	15.14%	9.78%	17.35%	**7.10%**	**13.56%**
Yard Goat	4.40%	4.58%	9.41%	18.31%	**41.71%**	**21.33%**

Dr. Clark observes that equipment such as Tier 4 Final crawler tractors, loaders, and cranes make up a small portion of the registered fleet in California and are in short supply. Thus, the City's assumption that all off-road equipment will meet Tier 4 Final emission control standards is not supported by substantial evidence.

O2-6 cont'd

Finally, MM AQ-1 does not require *any* alternative form of emissions control equipment to provide equivalent emissions reductions if Tier 4 Final equipment is determined to be unavailable, rendering MM AQ-1 wholly ineffective. Examples of equivalent measures could be requiring lower tier construction equipment outfitted with Best Available Control Technology ("BACT") devices which provide equivalent emission reductions, including but not limited to CARB-certified Level 3 Diesel Particulate Filters ("DPF"). The emissions from construction equipment depend on the "tier" of the engine. Tier 1 equipment has the highest emissions and Tier 4 Final the lowest emissions.[47] As drafted, Measure AQ-1 would allow the applicant to select all Tier 1-3 equipment to construct the Project if they determine that Tier 4 Final equipment is unavailable. If the applicant selected all Tier 1-3 construction equipment, emissions would be significantly higher than calculated in the DEIR.

As a result, the City underestimates the emissions of criteria air pollutants and toxic air contaminants. For example, the DEIR identifies significant emissions of reactive organic gases ("ROGs") and oxides of nitrogen ("NOx") but finds that these impacts would be reduced to a less-than-significant level.[48] Dr. Clark explains

[47] See, e.g., DieselNet, Emission Standards, United States: Nonroad Diesel Engines, https://dieselnet.com/standards/us/nonroad.php.
[48] Clark Comments, pg. 13-14.

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that the 70.75% reduction in emissions of ROGs and 65.02% reduction in emissions of NOx are primarily associated with the use of Tier 4 Final technology.[49] Thus, air quality and health risk impacts may exceed thresholds without a binding commitment to only use Tier 4 Final construction equipment. Regarding health risk, the DEIR finds that the Project's significant 12.5 in one million cancer risk, which exceeds the South Coast Air Quality Management District's ("SCAQMD's") 10 in one million threshold, is reduced to 3.25 in one million via use of exclusively Tier 4 equipment.[50] This health risk impact may not be reduced to this extent due to the limited availability of Tier 4 Final equipment and may still exceed the 10 in one million significance threshold. O2-6 cont'd

The DEIR must be revised to include binding Tier 4 Final mitigation or equivalent emissions reductions which demonstrate that the Project's significant impacts would be reduced to a less-than-significant level without exclusive use of Tier 4 Final equipment.

2. The DEIR Omits Analysis of Backup Generator Emissions

The Project could result in the installation and operation of stationary sources of emissions such as generators, boilers, or fire pumps.[51] The DEIR states that because "the quantity, type, size, location, fuel type, maximum daily operating hours, and annual average operating hours for potential stationary source equipment are unknown at this time, no emissions associated with stationary sources have been included in the DEIR's analysis."[52] The DEIR states that it is speculative to include stationary source equipment with unknown parameters.[53] But evidence in the record shows that use of backup generators is reasonably foreseeable, requiring a reasonable estimate of likely annual use of generators. O2-7

In *East Oakland Stadium Alliance v. City of Oakland*,[54] the Court of Appeal upheld an EIR's analysis of emissions from backup generators. The EIR's analysis assumed that generators would operate for 50 hours of testing and maintenance annually, while allocating no time for actual emergency use. In discussing the lead agency's duty to analyze backup generator emissions, the Court stated that "if the annual need for emergency generator use is reasonably foreseeable, the EIR was not entitled to disregard such use merely because it would occur at unpredictable

[49] Clark Comments, pg. 14.
[50] DEIR, Appendix D2, pg. D2-16.
[51] DEIR, pg. 5.3-34.
[52] *Id.*
[53] *Id.*
[54] (2023) 889 Cal. App. 5th 1226.

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times."[55] The Court explained that use of a generator was reasonably foreseeable because, "[a]s noted in the EIR, some parts of the Bay Area are subject to predictable, sustained power outages undertaken to reduce the risk of fire."[56] Thus, "[t]he EIR was required to make neither a generally applicable nor a worst-case assumption; rather it was required to make a reasonable estimate of likely annual use of the generators at the project site."[57]

Similarly to *East Oakland Stadium Alliance*, the DEIR identifies back-up generators as a possible Project component but omits analysis of backup generators in the Project's air quality, health risk, and greenhouse gas analyses. The DEIR acknowledges in its noise analysis that the "hotel, stadium, recreation center, and Chicken N Pickle may each have emergency generators for use during main power failures."[58] As in *East Oakland Stadium Alliance*, back-up generators are a reasonably foreseeable consequence of the Project due to increasingly common Public Safety Power Shutoff ("PSPS") events and extreme heat events. Extreme heat events ("EHE") are defined as periods where in the temperatures throughout California exceed 100 degrees Fahrenheit.[59] From January 2019 through December 2019, Southern California Edison reported 158 of their circuits underwent a PSP event.[60] In Los Angeles County, two circuits had 4 PSPS events during that period, lasting an average of 35 to 38 hours. The total duration of the PSPS events lasted between 141 hours to 154 hours in 2019. According to the California Public Utilities Commission (CPUC) de-energization report[61] in October 2019, there were almost 806 PSPS events that impacted almost 973,000 customers (~7.5% of households in California) of which ~854,000 of them were residential customers. The California Air Resources Board estimates that with 973,000 customers impacted by PSPS events in October 2019, approximately 125,000 back-up generators were used by customers to provide electricity during power outage.[62] The widespread use of back-up generators to adapt to PSPS and EHE events suggests that back-up generators are a reasonably foreseeable consequence of the Project.

O2-7 cont'd

[55] *Id.* at 1252.
[56] *Id.* at 1253.
[57] *Id.*
[58] DEIR, pg. 5.13-53.
[59] Governor of California. 2021. Proclamation of a state of emergency. June 17, 2021.
[60] SCAQMD. 2020. Proposed Amendment To Rules (PARS) 1110.2, 1470, and 1472. Dated December 10, 2020. http://www.aqmd.gov/docs/default-source/rule-book/Proposed-Rules/1110.2/1110-2_1470_1472/par1110-2_1470_wgm_121020.pdf?sfvrsn=6.
[61] https://www.cpuc.ca.gov/deenergization/ as cited in CARB, 2020. Potential Emission Impact of Public Safety Power Shutoff (PSPS), Emission Impact: Additional Generator Usage associated With Power Outage..
[62] California Air Resources Board, Emission Impact: Additional Generator Usage Associated with Power Outage (January 30, 2020), available at https://ww2.arb.ca.gov/resources/documents/emissions-impact-generator-usage-during-psps.

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Per *East Oakland Stadium Alliance*, the City must make a reasonable estimate of the Project's backup generator use. California Air Resources Board rules allow a stationary diesel generator to operate up to 100 hours per year for maintenance and testing purposes – which could represent a reasonable minimum estimate of the Project's actual backup generator use.[63]

O2-7 cont'd

Use of backup generators is associated with air quality, health risk, and greenhouse gas impacts not reflected in the DEIR. Generators can emit criteria air pollutants, greenhouse gases, and toxic air contaminants. Backup generators commonly rely on fuels such as natural gas or diesel,[64] and thus can significantly impact public health through DPM emissions.[65] Diesel back-up generators emit significant amounts of Nitrogen Oxides (NOx), sulfur dioxides (SO2), particulate matter (PM10), carbon dioxide (CO2), carbon monoxide (CO), and volatile organic compounds (VOC).[66] Omission of a generator system results in an underestimation of the Project's air quality, greenhouse gas, and health risk impacts.

[63] CARB's 100-hour estimate is more likely to account for some actual operational time than SCAQMD Rule 1470, which limits testing and maintenance of BUGs to 50 hours.
[64] SCAQMD, Fact Sheet on Emergency Backup Generators, http://www.aqmd.gov/home/permits/emergency-generators ("Most of the existing emergency backup generators use diesel as fuel").
[65] California Air Resources Board, Emission Impact: Additional Generator Usage Associated with Power Outage (January 30, 2020), available at https://ww2.arb.ca.gov/resources/documents/emissions-impact-generator-usage-during-psps (showing that generators commonly rely on gasoline or diesel, and that use of generators during power outages results in excess emissions); California Air Resources Board, Use of Back-up Engines for Electricity Generation During Public Safety Power Shutoff Events (October 25, 2019), available at https://ww2.arb.ca.gov/resources/documents/use-back-engines-electricity-generation-during-publicsafety-power-shutoff ("When electric utilities de-energize their electric lines, the demand for back-up power increases. This demand for reliable back-up power has health impacts of its own. Of particular concern are health effects related to emissions from diesel back-up engines. Diesel particulate matter (DPM) has been identified as a toxic air contaminant, composed of carbon particles and numerous organic compounds, including over forty known cancer-causing organic substances. The majority of DPM is small enough to be inhaled deep into the lungs and make them more susceptible to injury. Much of the back-up power produced during PSPS events is expected to come from engines regulated by CARB and California's 35 air pollution control and air quality management districts (air districts)").
[66] University of California, Riverside Bourns College of Engineering—Center for Environmental Research and Technology, Air Quality Implications Of Backup Generators In California, (March 2005), pg. 8, available at https://citeseerx.ist.psu.edu/document?repid=rep1&type=pdf&doi=84c8463118e4813a117db3d768151a8622c4bf6b; South Coast AQMD, Fact Sheet on Emergency Backup Generators ("Emissions of Nitrogen Oxides (NOx) from diesel-fired emergency engines are 200 to 600 times greater, per unit of electricity produced, than new or controlled existing central power plants fired on natural gas. Diesel-fired engines also produce significantly greater amounts of fine particulates and toxics emissions compared to natural gas fired equipment."), available at http://www.aqmd.gov/home/permits/emergency-generators#Fact2.

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To adequately evaluate the Project's impacts, the City must prepare a revised DEIR that reasonably estimates backup generator use. O2-7 cont'd

3. The DEIR Fails to Adequately Analyze and Mitigate Potentially Significant Odor Impacts

The Project would replace the existing dairy farm and agricultural fields, which would involve the removal of an estimated 122,437 cubic yards of animal manure across Planning Areas 1 through 5.[67] Excavation and removal of the manure in Planning Areas 1-3 would take place over 30 working days and removal of manure in Planning Areas 4 and 5 would take place 28 working days.[68]

The DEIR briefly states that exposure to noxious odors from the hauling of manure would be less-than-significant because impacts would be temporary and intermittent.[69] This brief statement is inconsistent with the fact that sensitive receptors may be exposed these emissions for a period of approximately two months (58 days). Regarding proximity of sensitive receptors to activities generating noxious odors, the DEIR states that noxious odors would be confined to the immediate vicinity of the construction equipment but fails address exposure to odors from manure removal activities. The DEIR does not furnish scientific evidence or agency guidance in support of its claims. In sum, the DEIR's statements are conclusory, fail to address all sources of noxious odors, and are unsupported by substantial evidence. O2-8

The DEIR suggests that odor impacts would be less-than-significant because the Project would comply with South Coast AQMD Rule 402.[70] Rule 402 merely defines significant odor impacts as a nuisance, allowing members of the public to submit complaints to SCAQMD. If a considerable number of individuals complain to SCAQMD of odors, an inspector may be dispatched to investigate such complaints in order to determine whether an alleged source is jeopardizing the public health, safety, or welfare, or creating local property damage.[71] Thus, Rule 402 does not prevent significant odor impacts from occurring – it provides that significant impacts would subsequently be addressed through public nuisance law.

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[67] DEIR, pg. 5.3-44.
[68] DEIR, pg. 3-50.
[69] DEIR, pg. 5.3-44.
[70] *Id.*
[71] SCAQMD, Visible Emissions, Public Nuisance & Fugitive Dust, https://www.aqmd.gov/home/rules-compliance/compliance/inspection-process/visible-emissions-public-nuisance-fugitive-dust.

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The DEIR's reliance on Rule 402 to claim that odor impacts would be less-than-significant fails to meet CEQA's purpose of informing the public and its responsible officials of the environmental consequences of their decisions *before* they are made.[72] The DEIR must be revised to fully analyze whether odor impacts would exceed the significance thresholds in Rule 402 and identify mitigation. O2-8 cont'd

C. The City Fails to Analyze and Mitigate Potentially Significant Hazards Impacts

1. The City Impermissibly Defers Analysis of Soil Contamination

The DEIR finds that project construction activities may disturb contaminants in the soil associated with the site's former agricultural uses and could create a significant hazard to the public or the environment.[73] This conclusion is based on seven Phase I Environmental Site Assessments ("ESAs") and a Phase II ESA (for a limited portion of the Project site.[74] The DEIR states that any significant impacts would be reduced to a less-than-significant level via imposition of MM HAZ-1.[75] MM HAZ-1 requires that a Phase II ESA be prepared prior to issuance of construction permits. This is improperly deferred analysis. O2-9

CEQA requires that an EIR disclose the severity of a project's impacts and the probability of their occurrence *before* a project can be approved.[76] In *Sundstrom v. County of Mendocino*,[77] the First District Court of Appeal rejected a mitigation measure that required the applicant to submit hydrological studies subject to review and approval by a planning commission and county environmental health department.[78] The Court explained that the deferred analysis of hydrological conditions fails to meet CEQA's requirement that an environmental impact should be assessed as early as possible in government planning:

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[72] *Citizens of Goleta Valley*, 52 Cal.3d at pg. 564.
[73] DEIR, pg. 1-41.
[74] DEIR, pg. 5.9-36, 37.
[75] *Id.*
[76] 14 CCR §§ 15143, 15162.2(a); *Cal. Build. Indust. Ass'n v. BAAQMD* (2015) 62 Cal.4th 369, 388-90 ("*CBIA v. BAAQMD*") (disturbance of toxic soil contamination at project site is potentially significant impact requiring CEQA review and mitigation); *Madera Oversight Coalition v. County of Madera* (2011) 199 Cal. App. 4th 48, 82; *Berkeley Keep Jets Over the Bay Com. v. Bd. of Port Comrs. ("Berkeley Jets")* (2001) 91 Cal.App.4th 1344, 1370-71; CEQA Guidelines, Appendix G.
[77] (1988) 202 Cal.App.3d 296.
[78] *Id.* at 306.

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> By deferring environmental assessment to a future date, the conditions run counter to that policy of CEQA which requires environmental review at the earliest feasible stage in the planning process. (See Pub. Resources Code, § 21003.1; *No Oil, Inc. v. City of Los Angeles, supra*, 13 Cal. 3d 68, 84.) In *Bozung v. Local Agency Formation Com., supra*, 13 Cal. 3d 263, 282, the Supreme Court approved "the principle that the environmental impact should be assessed as early as possible in government planning." Environmental problems should be considered at a point in the planning process "'where genuine flexibility remains.'" (*Mount Sutro Defense Committee v. Regents of University of California, supra*, 77 Cal. App. 3d 20, 34.) A study conducted after approval of a project will inevitably have a diminished influence on decision-making. Even if the study is subject to administrative approval, it is analogous to the sort of post hoc rationalization of agency actions that has been repeatedly condemned in decisions construing CEQA. (Id. at p. 35; *No Oil, Inc. v. City of Los Angeles*, supra, 13 Cal. 3d 68, 81; *Environmental Defense Fund, Inc. v. Coastside County Water Dist.* (1972) 27 Cal. App. 3d 695, 706 [104 Cal. Rptr. 197].)

O2-9 cont'd

Here, the DEIR fails to establish why it is infeasible to conduct a Phase II ESA at this time and include the results in the DEIR. This Project site largely consists of agricultural land, making collection of soil samples currently feasible. In fact, a Phase II ESA was conducted in December 2023 for a portion of the site.[79] There is no clear evidence in the record explaining why a Phase II ESA on the other portions of the Project site would be infeasible at this time. Given that the Phase I ESAs identified potentially significant soil contamination on the Project site, and the December 2023 Phase II ESA identified significant levels of Total Petroleum Hydrocarbons ("TPHs") on a portion of the site,[80] the City's decision to defer a complete analysis of the Project site until after Project approval is contrary to CEQA's purposes and informational requirements.

2. The City Impermissibly Defers Formulation of Mitigation Measures

The DEIR states that the Project's significant soil contamination impacts would be reduced to a less-than-significant level via imposition of MM HAZ-1, which requires that a Phase II ESA be prepared prior to issuance of construction permits.[81] MM HAZ-1 further provides: "[i]f the site is found to be impacted with potential contaminants of concern at levels exceeding applicable regulatory

O2-10

[79] DEIR, pg. 5.9-37.
[80] *Id;* Appendix H, pg. H-332.
[81] DEIR, pg. 5.9-37.

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thresholds, the project applicant shall remediate all contaminated media, under the oversight and in accordance with state and local agency requirements."[82] This measure improperly defers formulation of mitigation measures to a future date.

CEQA Guidelines Section 15126.4 states that formulation of mitigation measures shall not be deferred until some future time. The Guidelines permit an agency to develop the "specific details of a mitigation measure" after project approval "when it is impractical or infeasible to include those details during the project's environmental review."[83] In such circumstances, deferral of mitigation details is permitted if the agency "(1) commits itself to the mitigation, (2) adopts specific performance standards the mitigation will achieve, and (3) identifies the type(s) of potential action(s) that can feasibly achieve that performance standard and that will [be] considered, analyzed, and potentially incorporated in the mitigation measure."[84] Compliance with a regulatory permit or other similar process may be identified as mitigation if compliance would result in implementation of measures that would be reasonably expected, based on substantial evidence in the record, to reduce the significant impact to the specified performance standards.[85]

O2-10 cont'd

MM HAZ-1 does not meet the standards of CEQA Guidelines Section 15126.4. As explained earlier, the City does not provide substantial evidence demonstrating that a Phase II ESA for the entire Project site is infeasible prior to Project approval. Thus, it is not "impractical or infeasible" to identify contamination and formulate specific mitigation measures during the project's environmental review.[86] MM HAZ-1 also fails to adopt specific performance standards that the remediation will achieve (such as whether contamination will be reduced to commercial or residential levels). The mitigation also fails to specify the scope of contaminants that will be tested in the future Phase II ESA. The Phase I ESAs recommend actions that would be taken in a future Phase II ESA, but there is no indication which of those recommendations will actually be implemented in the City's binding mitigation. MM HAZ-1 appears to suggest that the City will seek oversight in its analysis and remediation efforts, but the measure is vague and nonbinding: "[i]f the site is found to be impacted with potential contaminants of concern at levels exceeding applicable regulatory thresholds, the project applicant shall remediate all contaminated media, under the oversight and in accordance with state and local

[82] *Id.*
[83] Guidelines, § 15126.4, subd. (a)(1)(B) (Section 15126.4).
[84] Section 15126.4, subd. (a)(1)(B); *see Save Our Capitol! v. Department of General Services* (2022) 85 Cal.App.5th 1101, 1134 (*Save Our Capitol!*).)
[85] *Id.*
[86] Guidelines, § 15126.4, subd. (a)(1)(B) (Section 15126.4).

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agency requirements (California Department of Toxic Substances Control, Regional Water Quality Control Board, Ontario Fire Department, etc.)." The measure does not state that any particular agency will exercise oversight – it merely provides that the City will comply with the law. In sum, none of the factors that justify deferred mitigation are present here.

The December 2023 Phase II ESA identifies levels of Diesel Range Total Petroleum Hydrocarbons ("TPH-d") in excess of commercial and residential screening levels.[87] The Phase II ESA recommends that "shallow soils impacted with THP-D in the vicinity of the hazardous material storage area (sample location H5) at concentrations exceeding the residential screening level be removed from the Site and disposed of at an appropriate facility."[88] Despite this clear identification of a significant impact and proposed mitigation measure, the DEIR fails to include a measure specifically mitigating this impact in MM HAZ-1. Such a measure must require remediation of this specific impact and set specific performance standards. The City cannot make the findings necessary under Guidelines Section 15126.4 to defer formulation of this mitigation. O2-10 cont'd

MM HAZ-1 must be revised in a recirculated DEIR in order to comply with CEQA.

3. MM HAZ-1 Incorrectly Cites the ASTM Standard for Subsurface Investigations

MM HAZ-1 states that the "Phase II ESA shall be prepared by an Environmental Professional in accordance with the American Society of Testing and Materials (ASTM) Standard E: 1527-21 Environmental Site Assessment Standard Practice (ASTM E1527-21)." Dr. Clark observes that the measure cites an applicable ASTM standard.[89] ASTM Standard E: 1527-21 is designed for Phase I Environmental Assessments as opposed to the subsurface investigation of conditions at a site required in a Phase II.[90] MM HAZ-1 must be revised in order to constitute effective and binding mitigation requiring subsurface investigation. O2-11

[87] DEIR, Appendix H, pg. H-332.
[88] *Id.* at H-332.
[89] Clark Comments, pg. 16-17.
[90] *Id.*

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4. The DEIR Fails to Disclose and Mitigate Potentially Significant Valley Fever Impacts

The DEIR fails to disclose, analyze, and mitigate exposure to *Coccidiodes Immitis* (Valley Fever cocci) on the Project site. Dr. Clark explains that when soil containing the cocci spores are disturbed by construction activities, the fungal spores become airborne, exposing construction workers and other nearby sensitive receptors.[91] Valley fever is the initial form of coccidioidomycosis infection, and can develop into a more serious disease, including chronic and disseminated coccidioidomycosis.[92] Since 2015, the number of cases of Valley Fever in San Bernardino County has increased from 29 in 2015 to **229** in 2019, as reported by the California Department of Public Health.[93] In 2021, 231 cases were recorded in San Bernardino County,[94] eight times as many as the amounts reported in 2015. For the first 3 months of 2024, San Bernardino County reported 89 cases (equal to an annual rate of 356), even more than the rate reported for previous two years.[95] O2-12

Despite the fact that the Project anticipates development on an approximately 199-acre agricultural site, no disclosure is made of potential Valley Fever risks to construction workers or nearby residents. The DEIR fails to identify what measures would be taken to reduce exposure to Valley Fever. The City also cannot assume that compliance with standard fugitive dust mitigation measures is adequate to protect construction workers and nearby sensitive receptors from this risk. Dr. Clark explains that conventional dust control measures do not prevent the spread Valley Fever because they largely focus on visible dust or larger dust particles—the PM_{10} fraction—not the very fine particles where the Valley Fever spores are found.[96] Dr. Clark proposes feasible and effective mitigation measures that must be considered in a revised DEIR that acknowledges the potentially significant risk of exposure to Valley Fever.

5. The DEIR Fails to Analyze Exposure to Hazardous Materials Associated with the Movement of Large Quantities of Manure

The Project would replace the existing dairy farm and agricultural fields, which would involve the removal of an estimated 122,437 cubic yards of animal O2-13

[91] Clark Comments, pg. 6.
[92] *Id.* at 7.
[93] Clark Comments, pg. 8.
[94] *Id.* at 8-9.
[95] *Id.*
[96] Clark Comments, pg. 9.

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manure.[97] The DEIR fails to disclose health risks from exposure resulting from removal of manure.

Dr. Clark explains that the mass grading of soils may cause an exposure to particulate matter which can cause asthma, irregular heartbeats, difficulty breathing, and premature death in people with heart or lung disease.[98] Decomposing manure generates a number of volatile compounds, including methane (a greenhouse gas) and hydrogen sulfide, which can impair a person's respiratory and nervous systems, can also form as manure decomposes.[99] The DEIR also does not address the potential health impacts from the exposure to bacteria present in the manure that will be disturbed in the removal process and can transport offsite into the community. Dr. Clark discusses scientific studies that demonstrate that airborne micro-organisms and microbial by-products from manure impacted soils are a potential health risk to workers and individuals in nearby communities.[100] O2-13 cont'd

The DEIR fails as an information document because potential health impacts from these agents are not disclosed. There is also no indication that these health impacts are reflected in the DEIR's Health Risk Analysis. The DEIR also fails to identify mitigation for this impact. There is no evidence that MM HAZ-1, which requires future study and mitigation of hazardous materials, would require analysis and mitigation of this particular impact. The DEIR must be revised to analyze and mitigate this potentially significant impact.

D. The DEIR Fails to Adequately Analyze and Mitigate Significant Noise Impacts

1. The DEIR Fails to Adequately Establish the Environmental Setting

The DEIR fails to establish accurate baseline noise levels at sensitive receptors. CEQA requires that a lead agency include a description of the physical environmental conditions, or "baseline," in the vicinity of the project as they exist at the time environmental review commences.[101] As many courts have held, the impacts of a project must be measured against the "real conditions on the O2-14

[97] DEIR, pg. 5.3-44.
[98] Clark Comments, pg. 11.
[99] *Id.*
[100] Clark Comments, pg. 12.
[101] 14 CCR § 15125(a); *Communities for a Better Environment v. South Coast Air Quality Management Dist.* (2010) 48 Cal. 4th 310, 321 ("*CBE v. SCAQMD*").

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ground."[102] The description of the environmental setting constitutes the "baseline" physical conditions against which the lead agency assesses the significance of a project's impacts.[103]

Here, existing noise was only measured at two locations, mid-block on the east and west side of the project (LT-1 and LT-2).[104] The DEIR states that the locations are "representative of noise-sensitive land uses exposed to traffic noise along roadways adjacent to the ORSC site," but Ms. Toncheva explains that this claim is erroneous.[105] Ms. Toncheva observes that there are no sensitive receptors or traffic on the LT-2 side of the site and, while LT-1 is representative of the homes along the east side of the Project, neither location captures the traffic along E. Riverside Drive and Chino Avenue.[106] Homes to the north or south of the Project would be exposed to traffic noise along those roads.[107] As no measurements were taken at these receptor locations, Ms. Toncheva concludes that there is no baseline against which to accurately assess Project-related impacts (either construction or operation).[108]

O2-14 cont'd

The DEIR must be revised to properly document ambient noise levels near all sensitive receptors to accurately determine impacts from operational and construction noise.

2. The DEIR's Daytime Construction Noise Significance Threshold is Unsupported by Substantial Evidence

The DEIR finds that noise impacts from daytime construction activities would be less than significant because they would not exceed a daytime Leq 8-hour noise level limit of 80 dBA.[109] The City does not have an established construction noise threshold, so claims this significance threshold is supported by Federal Transit Administration ("FTA") Guidelines and the City of Los Angeles' proposed guidelines.[110] The DEIR fails to support its sole reliance on an 80 dBA maximum threshold with substantial evidence, as Appendix G of the CEQA Guidelines provides that the Project would cause a significant noise impact if it would result in

O2-15

[102] *CBE v. SCAQMD*, 48 Cal. 4th at 321; *Save Our Peninsula Com. v. Monterey County Bd. of Supervisors* (2001) 87 Cal.App.4th 99, 121-22; *City of Carmel-by-the-Sea v. Bd. of Supervisors of Monterey County* (1986) 183 Cal.App.3d 229, 246.
[103] 14 CCR § 15125(a); *CBE v. SCAQMD*, 48 Cal. 4th at 321.
[104] DEIR pg. 5.13-11.
[105] DEIR pg. 5.13-8
[106] Toncheva Comments, pg. 3.
[107] *Id.*
[108] *Id.*
[109] DEIR, pg. 5.13-25.
[110] DEIR, pg. 5.13-15.

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"[g]eneration of a *substantial temporary or permanent increase in ambient noise* levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies."

California courts have clearly held that "the lead agency should consider both the increase in noise level and the absolute noise level associated with a project."[111] The courts have held that reliance on a maximum noise level as the sole threshold of significance for noise impacts violates CEQA because it fails to consider whether the magnitude of changes in noise levels is significant.[112] In *Keep our Mountains Quiet v. County of Santa Clara*,[113] neighbors of a wedding venue sued over the County of Santa Clara's failure to prepare an EIR for a proposed project to allow use permits for wedding and other party events at a residential property abutting an open space preserve. Neighbors and their noise expert contended that previous events at the facility had caused significant noise impacts that reverberated in neighbors' homes and disrupted the use and enjoyment of their property.[114] Similar to the DEIR's daytime construction noise threshold in this case, the County's EIR relied on the noise standards set forth in its noise ordinance as its thresholds for significant noise exposure from the project, deeming any increase to be insignificant so long as the absolute noise level did not exceed those standards.[115] The Court examined a long line of CEQA cases which have uniformly held that conformity with land use regulations is not conclusive of whether or not a project has significant noise impacts[116] in holding that the County's reliance on the project's compliance with noise regulations did not constitute substantial evidence supporting the County's finding of no significant impacts.[117]

O2-15 cont'd

[111] *Keep Our Mountains Quiet v. County of Santa Clara* (2015) 236 Cal.App.4th 714, 733; see *King and Gardiner Farms, LLC v. County of Kern* (2020) 45 Cal.App.5th 814, 894 (citing *Keep Our Mountains Quiet*).
[112] *King & Gardiner Farms, LLC*, 45 Cal.App.5th at 865.
[113] *Keep our Mountains Quiet v. County of Santa Clara* (2015) 236 Cal.App.4th 714.
[114] *Id.* at 724.
[115] *Id.* at 732.
[116] *Id., citing Citizens for Responsible & Open Government v. City of Grand Terrace* (2008) 160 Cal.App.4th 1323, 1338; *Oro Fino Gold Mining Corp. v. County of El Dorado* (1990) 225 Cal.App.3d 872, 881–882; *Gentry v. City of Murrieta* (1995) 36 Cal.App.4th 1359, 1416 (project's effects can be significant even if "they are not greater than those deemed acceptable in a general plan"); *Environmental Planning & Information Council v. County of El Dorado* (1982) 131 Cal.App.3d 350, 354, ("CEQA nowhere calls for evaluation of the impacts of a proposed project on an existing general plan").
[117] *Id.* at 732-734; see also *King & Gardiner Farms, LLC v. County of Kern* (2020) 45 Cal.App.5th 814, 893, as modified on denial of rehearing (Mar. 20, 2020).

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In *King and Gardiner Farms, LLC v. County of Kern*,[118] the Court of Appeal cited *Keep our Mountains Quiet* and decisions cited therein when it rejected the use of a single "absolute noise level" threshold of significance (construction and operational noise impacts were only deemed significant if they exceeded 65 dBA CNEL) on the grounds that the sole use of such a threshold fails to consider the magnitude or severity of increases in noise levels attributable to the project in different environments. The Court explained the lead agency failed to "refer to evidence showing why the magnitude of an increase was irrelevant in determining the significance of a change in noise."[119]

Here, the DEIR's daytime construction noise threshold violates CEQA's requirement that the lead agency consider both the increase in noise level and the absolute noise level associated with a project. The construction noise threshold is a maximum noise threshold that fails to consider the magnitude of increases in noise over ambient levels. Under the City's single threshold, the increase in noise is irrelevant so long as the overall levels do not exceed a particular level. But, as in *King and Gardiner Farms*, the DEIR fails to refer to substantial evidence showing why the magnitude of an increase was irrelevant in determining the significance of a change in noise. Per *Keep our Mountains Quiet*, conformity with land use regulations, Federal Transit Administration ("FTA") Guidelines, or the City of Los Angeles' proposed guidelines is not conclusive of whether or not a project has significant noise impacts. O2-15 cont'd

Ms. Toncheva also explains that the City misinterprets these guidelines as recommending an 80 dBA threshold. The FTA guidelines cited by the City actually discourages agencies against using its absolute noise criteria values without consideration of local conditions, yet the City has not provided evidence that local conditions make consideration of the noise increase over ambient levels inapplicable.[120] Ms. Toncheva notes that the draft City of Los Angeles noise guidelines cited in the DEIR have not been adopted. The DEIR must be revised to apply a legally adequate daytime construction noise threshold.

a) Construction Noise Impacts are Potentially Significant

The Project's estimated construction noise levels in Table 5.13-14 exceed the measured ambient by over 30 dBA.[121] An increase of over 30 dBA likely constitutes O2-16

[118] *King and Gardiner Farms, LLC, supra,* 45 Cal.App.5th 814.
[119] *Id.* at 894.
[120] Toncheva Comments, pg. 3.
[121] DEIR page 5.13-26; Toncheva Comments, pg. 3.

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"generation of a substantial temporary or permanent increase in ambient noise levels."[122] For example, the City of Los Angeles' longstanding noise significance threshold is 10 dBA for construction activities lasting more than one day.[123] This potentially significant impact must be adequately analyzed and mitigated in a revised and recirculated DEIR.

O2-16 cont'd

Daytime construction noise impacts may be significant even under the City's 80 dBA threshold. Ms. Toncheva explains that neither the DEIR nor the Noise Study provide the usage factors and combinations of equipment used to calculate the noise levels presented in Table 5.13-14 of the DEIR (Predicted Daytime Cumulative Construction Noise Level).[124] The distance from construction activities to sensitive receptors is also not provided.[125] These factors affect the calculation of construction noise, and erroneous inputs into the calculation may drastically underestimate impacts.

3. The DEIR's Operational Noise Significance Threshold is Unsupported by Substantial Evidence

To evaluate the significance of the noise generated by the Project's operational activities (including Minor League games, concerts, athletic field activities), the noise from these activities was calculated at each noise-sensitive receptor and compared to the City's exterior noise limits in the noise code.[126] In Table 5.13-19 (Stadium Average Hourly Noise Levels: Regular Weekday Minor League Baseball Game), the DEIR finds that stadium noise would not exceed the City's exterior noise limits at sensitive receptors.[127] These maximum-level significance thresholds are inconsistent with CEQA's requirement to consider both the increase in noise level and the absolute noise level associated with a project.[128] As in *King and Gardiner Farms*, the DEIR fails to refer to substantial evidence showing why the magnitude of an increase was irrelevant in determining the significance of a change in noise. Per *Keep our Mountains Quiet*, conformity with the City's noise code is not conclusive of whether a project has significant noise impacts. The DEIR must be revised to apply a legally adequate operational noise threshold.

O2-17

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[122] Appendix G of the CEQA Guidelines.
[123] City of Los Angeles, L.A. CEQA Thresholds Guide, pg. 1.1-3, available at https://planning.lacity.gov/eir/CrossroadsHwd/deir/files/references/A07.pdf.
[124] DEIR, pg. 5.13-26.
[125] Toncheva Comments, pg. 3-4.
[126] DEIR, pg. 5.13-34, 5.13-16.
[127] DEIR, pg. 5.13-37
[128] *Keep Our Mountains Quiet v. County of Santa Clara* (2015) 236 Cal.App.4th 714, 733; see *King and Gardiner Farms, LLC v. County of Kern* (2020) 45 Cal.App.5th 814, 894 (citing *Keep Our Mountains Quiet*).

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a) Noise Generated by Operations Would Be Potentially Significant

The predicted noise levels shown for stadium noise[129] and athletic fields[130] exceed the measured daytime ambient levels by 10 dB.[131] An increase of 10 dBA likely constitutes "generation of a substantial temporary or permanent increase in ambient noise levels."[132] These potentially significant impacts must be adequately analyzed and mitigated in a revised and recirculated DEIR.

Ms. Toncheva also comments that noise from concerts at the stadium is underestimated. The DEIR assumes noise from live concerts at the stadium would be 75 dBA,[133] which is much lower than the predictions shown for games in the stadium.[134] Ms. Toncheva explains that the 75 dBA reference level is inappropriately low, as concerts at sports facilities of this size (450,000 square feet according to the DEIR Table ES-1) can produce sound power levels as high as 135 dB.[135] This noise level would result in predicted Leqs as high as 93 dBA at Receptor Group 5.[136] Such a noise level would be 28 dBA above the Municipal Noise Code and 45 dBA above measured evening noise levels, and would thus be significant.[137] Ms. Toncheva identifies additional issues with the City's operational noise study, which fails to disclose what meteorological conditions were assumed in the model. O2-18

The Project's potentially significant operational noise impacts must be accurately analyzed and mitigated in a revised DEIR.

IV. CONCLUSION

For the reasons discussed above, the DEIR for the Project remains wholly inadequate under CEQA. It must be thoroughly revised to provide legally adequate analysis of, and mitigation for, all of the Project's potentially significant impacts. These revisions will necessarily require that the DEIR be recirculated for public review. Until the DEIR has been revised and recirculated, as described herein, the City may not lawfully approve the Project. O2-19

[129] DEIR pg. 5.13-37.
[130] DEIR pg. 5.13-43
[131] Toncheva Comments, pg. 4.
[132] Appendix G of the CEQA Guidelines.
[133] Toncheva Comments, pg. 4; Stadium Noise Study page J3-17.
[134] Toncheva Comments, pg. 4.
[135] *Id.*
[136] *Id.*
[137] *Id.*

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Thank you for your attention to these comments. Please include them in the record of proceedings for the Project. O2-19 cont'd

Sincerely,

Aidan P. Marshall

Attachments
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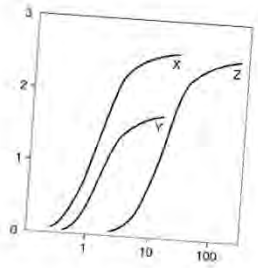
EXHIBIT A



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May 20, 2024

Adams Broadwell Joseph & Cardozo
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Attn: Mr. Aidan Marshall

Subject: Comments On Draft Environmental Impact Report (DEIR) Ontario Regional Sports Complex, City of Ontario, CA File Nos. PGPA23-002 & PZC23-004 SCH No: 2023110328

At the request of Adams Broadwell Joseph & Cardozo (ABJC), Clark and Associates (Clark) has reviewed materials related to the April 2024 City of Ontario (the City) DEIR of the above referenced project.

Clark's review of the materials in no way constitutes a validation of the conclusions or materials contained within the plan. If we do not comment on a specific item this does not constitute acceptance of the item.

Project Description:

According to the project description, the Ontario Regional Sports Complex Project (Proposed Project or ORSC) would allow for the development of a variety of recreation-oriented and supporting uses including a semi-professional Minor League baseball stadium, commercial retail area, a new City recreation center and aquatics center surrounded by a variety of baseball/softball, soccer, and multi-use fields on an approximately 199 gross acre site in the City of Ontario. The Proposed Project would result in the development of 540,750 square feet of commercial building space, 450,000 square feet of stadium space, and 272,000 square feet of parking structures. The Proposed Project is on the southeast corner of Vineyard Avenue and Riverside Drive. The Proposed Project would also require street widening and intersection improvements, with half-width to potentially full-width

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2. Response to Comments

improvements along Vineyard Avenue, Riverside Drive, and Chino Avenue. Furthermore, it would involve the re-designating and rezoning of the site to Hospitality/Convention Center Support Retail and Open Space (OS-P)/Open Space-Recreation. The overall development is summarized in the table below

		Building Square Feet			Number of Amenities
		Commercial	Parking	Stadium	
PA 1 BASEBALL STADIUM	**16.01**	**—**	**185,000**	**450,000**	**6,000 Capacity 1,600 Parking Spaces**
Baseball Field Facility	11.33	—	—	—	6,000 capacity
Conditioned Space	—	—	—	110,000	—
Unconditioned Space	—	—	—	340,000	—
Parking Structure A (3-stories)	4.68	—	185,000	—	1,600 parking spaces
PA 2 COMMERCIAL RETAIL	**19.62**	**45,000**	**—**	**—**	**1,500 Parking Spaces**
Retail/Commercial, East	5.06	45,000	—	—	—
Surface Parking, East	14.56	—	—	—	1,500 parking spaces
PA 3 BASEBALL STADIUM RETAIL Stadium Retail and Hospitality	**4.58**	**91,000**	**—**	**—**	**100 Rooms**
Retail/Commercial	2.17	21,000	—	—	—
Hotel	2.41	70,000	—	—	100 Rooms
PA 4 BASEBALL STADIUM RETAIL and Hospitality South	**8.54**	**114,000**	**—**	**—**	**250 Parking Spaces**
Retail/Commercial	6.54	114,000	—	—	—
Surface Parking, South	2.00	—	—	—	250 Parking Spaces
PA 5 CITY PARK, Active Fields	**110.90**	**23,300**		**—**	**2,000 Parking Spaces**
Multipurpose Fields (Soccer/Football)	41.13	—	—	—	13 Fields
Multiuse Fields (Baseball/Softball/Little League)	45.11	—	—	—	8 Fields
Park	10.87	23,300	—	—	—
Parking Structure B (4 stories)	3.59	—	87,000	—	1,000 Parking Spaces
Surface Parking, South	10.2	—	—	—	1,000 Parking Spaces
PA 6 CITY PARK, Indoor Athletic Facility	**7.58**	**159,450**	**—**	**—**	**388 Parking Spaces**
Indoor Athletic Facility	4.46	159,450	—	—	16 max. Courts
Surface Parking	3.12	—	—	—	388 Parking Spaces
PA 7 COMMUNITY RECREATION CENTER	**15.68**	**108,000**	**—**	**—**	**525 Parking Spaces**
Community Center/ Admin Building	3.46	70,000	—	—	—
Activity Area	8.05	38,000	—		1 Field/8 Courts
Recreation Surface Parking	4.17	—	—	—	525 parking spaces
Right-of-Way	*16.10*	—	—	—	—
TOTAL	**199.01**	**540,750**	**272,000**	**450,000**	**6,000 Capacity 100 Rooms 6,263 Parking Spaces**

O2-20 cont'd

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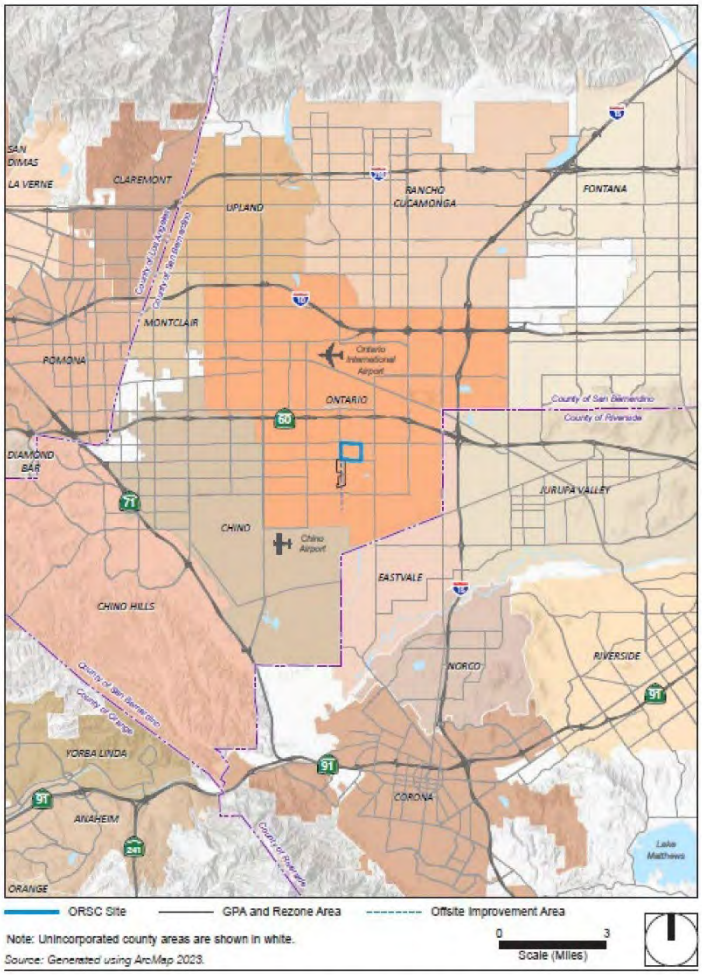

Figure 1: Regional Location Map

O2-20 cont'd

The Proposed Project will be located in the southern portion of Ontario, which is known as the Ontario Ranch. The ORSC site is on the southeast corner of Vineyard Avenue and Riverside Drive. The ORSC site is bounded to the north by Riverside Drive, to the south by Chino Avenue, to the west by the unimproved right-of-way (ROW) for Vineyard Avenue, and to the east by the Cucamonga Creek Flood Control Channel. Ontario

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is in the southwestern portion of San Bernardino County and is surrounded by the cities of Chino and Montclair and unincorporated San Bernardino County to the west; the cities of Upland and Rancho Cucamonga to the north; the City of Fontana and unincorporated San Bernardino County to the east; and the cities of Eastvale and Jurupa Valley to the south.



O2-20 cont'd

Figure 2: Current Project Site Conditions

Much of the ORSC site is currently vacant and had primarily been used for agricultural purposes, including the raising of livestock and dairy farming. Other land uses on the ORSC site include a nursery east of Ontario Avenue. Vineyard Avenue currently terminates at Riverside Drive. The ORSC site consists of mostly flat topography.

Existing agricultural and industrial/commercial land uses abut the ORSC site to the west and south, including Madre Tierra Nursery, Mountain View RV and Boat Storage, Infinity Recycling, Artesia Sawdust Products, and several dairy farms. Whispering Lakes Golf Course and Westwind Park are north and northeast of the site, respectively, across Riverside Drive. A commercial center is at the northeast corner of Vineyard Avenue and East Riverside Drive. Residential land uses surrounding the ORSC site include the Countryside residential community to the east, separated from the ORSC site by the concrete channel; Whispering Lakes Apartment Complex and single-

family residential uses in the Vineyard South neighborhood across Riverside Drive and adjacent to the Whispering Lakes Golf Course; residential uses to the northeast in the Arcadian Shores residential neighborhood; and rural residential uses associated with existing agricultural uses on Baker Avenue to the west. Other sensitive land uses include the Sunrise Children Center across Riverside Drive and the Archibald Christian Preschool at Chino Avenue and Archibald Avenue to the southeast.

A summary of surrounding land uses is provided below:

- **North:** Single-family and multifamily residential, neighborhood shopping center, and park and recreational facilities (Whispering Lakes Golf Course and Westwind Park).
- **East:** Cucamonga Creek Flood Control Channel and residential uses.
- **South:** Agricultural/industrial uses.
- **West**: Agricultural/industrial uses.



O2-20 cont'd

Figure 3: Conceptual Site Plan

Construction Phasing

Phasing for the ORSC is as follows:

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- **Phase 1A:** Mass Grading and Utilities (Planning Areas 1 to 3)
- **Phase 1B:** Planning Areas 1, 2, and 3
- **Phase 2:** Planning Areas 4 and 5
- **Phase 3:** Planning Area 6
- **Phase 4:** Planning Area 7

O2-20 cont'd

The DEIR concludes that potentially significant adverse impacts from hazardous wastes are mitigated and that unavoidable significant adverse impacts from air quality issues have been considered and that overriding considerations outweigh the adverse effects. Those conclusions are not born out in the analysis of DEIR.

Specific Comments

1. The DEIR Fails To Address Impacts from Exposure to *Coccidiodes Immitis* (Valley Fever Cocci) From Particulate Matter Released From Site During Construction Activities of The Project.

The DEIR fails to adequately address the known presence/issue of *Coccidiodes Immitis* (Valley Fever Cocci) in Southern California. Dust exposure is one of the primary risk factors for contracting Valley Fever (via *Coccidiodes imimitis (cocci)* exposure). When soil containing the *cocci* spores are disturbed by construction activities, the fungal spores become airborne, exposing construction workers and other nearby sensitive receptors.

O2-21

The fungus lives in the top 2 to 12 inches of soil. When soil containing this fungus is disturbed by activities such as digging, vehicles, construction activities, dust storms, or during earthquakes, the fungal spores become airborne. The most at-risk populations are construction and agricultural workers.[1] Here, construction workers are the very population that would be most directly exposed by the Project. A refereed journal article on occupational exposures notes that

[1] Lawrence L. Schmelzer and R. Tabershaw, Exposure Factors in Occupational Coccidioidomycosis, *American Journal of Public Health and the Nation's Health*, v. 58, no. 1, 1968, pp. 107–113, Table 3; available at http://www.ncbi.nlm.nih.gov/pmc/articles/PMC1228046/?page=1.

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"[l]abor groups where occupation involves close contact with the soil are at greater risk, especially if the work involves dusty digging operations."[2]

The potentially exposed population in surrounding areas is much larger than construction workers because the nonselective raising of dust during Project construction will carry the very small spores, 0.002–0.005 millimeters ("mm"), into nonendemic areas, potentially exposing large non-Project-related populations.[3],[4] These very small particles are not controlled by conventional construction dust control mitigation measures.

Valley fever is the initial form of coccidioidomycosis infection. The acute form of Valley Fever can develop into a more serious disease, including chronic and disseminated coccidioidomycosis. The initial, or acute, form of coccidioidomycosis is often mild, with few or no symptoms. Signs and symptoms occur one to three weeks after exposure. They tend to be similar to flu symptoms. Symptoms can range from minor to severe, including:

- Fever
- Cough
- Tiredness
- Shortness of breath
- Headache
- Chills
- Night sweats
- Joint aches and muscle soreness
- Red, spotty rash, mainly on lower legs but sometimes on the chest, arms and back

O2-21 cont'd

If the initial coccidioidomycosis infection doesn't completely resolve, it may progress to a chronic form of pneumonia. This complication is most common in people with weakened immune systems. Signs and symptoms of chronic coccidioidomycosis include:

[2] *Ibid.*, p. 110.

[3] Schmelzer and Tabershaw, 1968, p. 110; Pappagianis and Einstein, 1978

[4] Pappagianis and Einstein, 1978, p. 527 ("The northern areas were not directly affected by the ground level windstorm that had struck Kern County but the dust was lifted to several thousand feet elevation and, borne on high currents, the soil and arthrospores along with some moisture were gently deposited on sidewalks and automobiles as 'a mud storm' that vexed the residents of much of California." The storm originating in Kern County, for example, had major impacts in the San Francisco Bay Area and Sacramento).

2. Response to Comments

- Low-grade fever
- Weight loss
- Cough
- Chest pain
- Blood-tinged sputum (matter discharged during coughing)
- Nodules in the lungs

The most serious form of the disease, disseminated coccidioidomycosis, is uncommon. It occurs when the infection spreads (disseminates) beyond the lungs to other parts of the body. Most often these parts include the skin, bones, liver, brain, heart, and the membranes that protect the brain and spinal cord (meninges). Signs and symptoms of disseminated disease depend on the body parts affected and may include:

- Nodules, ulcers and skin lesions that are more serious than the rash that sometimes occurs with initial infection
- Painful lesions in the skull, spine or other bones
- Painful, swollen joints, especially in the knees or ankles
- Meningitis — an infection of the membranes and fluid surrounding the brain and spinal cord

O2-21 cont'd

Given the wide range of public health impacts from coccidioidomycosis infection/exposure it is clear that an evaluation of the Valley Fever potential from the Project is required.

Since 2015, the number of cases of Valley Fever in San Bernardino County has increased from 29 in 2015 to 229 in 2019, as reported by the California Department of Public Health (CDPH).[5] In 2021, 231 cases were recorded in San Bernardino County,[6] eight times as many as the amounts

[5] CDPH. 2019. Epidemiologic Summary of Valley Fever (Coccidiodomycosis) In California, 2019. Surveillance and Statistics Section, Infection Diseases Branch, Division of Communicable Disease Control, Center For Infectious Diseases, California Department of Public Health. https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/CocciEpiSummary2019.pdf

[6] CDPH. 2023. Coccidiodomycosis In California, Provisional Monthly Report, January – November 2023 (as of November 30, 2023). Surveillance and Statistics Section, Infection Diseases Branch, Division of Communicable Disease Control, Center For Infectious Diseases, California Department of Public Health. https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/CocciinCAProvisionalMonthlyReport.pdf

reported in 2015. For the first 3 months of 2024, San Bernardino County reported 89 cases (equal to an annual rate of 356), even more than the rate reported for previous two years. [7]

Standard fugitive dust mitigation measures are not adequate to protect construction workers and nearby sensitive receptors from this risk. Conventional dust control measures do nothing to prevent the spread of *Coccidiodes immitis*, (*cocci*) and are not effective at controlling Valley Fever[8] because they largely focus on visible dust or larger dust particles—the PM_{10} fraction—not the very fine particles where the Valley Fever spores are found. The use of PM_{10} and visible dust as a measure of the potential exposure to *Coccidiodes immitis*, (*cocci*) fails to consider the size of the spores (5 times smaller than the visible dust). The larger PM_{10} particles will settle out of the air column much quicker than the very fine spores. This fact allows the spores to spread in over a much greater area than the dust particles. Standard Air Quality Mitigation Measures such as watering of soils would not provide sufficient protection to on-site workers nor would they prevent the spread of *Coccidiodes immitis* from the site to receptors farther away. Compliance with SCAQMD Rule 403 would still fail to prevent the exposure of workers on- and off-site to *Coccidiodes immitis* impacted soils. Sampling for and removal of impacted soils is the best solution to *Coccidiodes immitis* spores. Since *Coccidiodes immitis* resides in soils and are not subject to degradation, entrainment of the potentially impacted soils may cause additional issues to further development of the site. O2-21 cont'd

The City should require measures from the Proponent to actively suppress the spread of VF by:

1. Include specific requirements in the Project's Injury and Illness Prevention Program (as required by Title 8, Section 3203) regarding safeguards to prevent Valley Fever.
2. Control dust exposure:
   - Apply chemical stabilizers at least 24-hours prior to high wind event;
   - Apply water to all disturbed areas a minimum of three times per day. Watering frequency should be increased to a minimum of four times per day if there is any

[7] CDPH. 2024. Coccidiodomycosis In California, Provisional Monthly Report, January – March 2024 (as of March 31, 2024). Surveillance and Statistics Section, Infection Diseases Branch, Division of Communicable Disease Control, Center For Infectious Diseases, California Department of Public Health. https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/CocciinCAProvisionalMonthlyReport.pdf

[8] See, e.g., Cummings and others, 2010, p. 509; Schneider et al., 1997, p. 908 ("Primary prevention strategies (e.g., dust-control measures) for coccidioidomycosis in endemic areas have limited effectiveness.").

2. Response to Comments

evidence of visible wind-driven fugitive dust;

- Provide National Institute for Occupational Safety and Health (NIOSH)-approved respirators for workers with a prior history of Valley Fever.
- Half-face respirators equipped with a minimum N-95 protection factor for use during worker collocation with surface disturbance activities. Half-face respirators equipped with N-100 or P-100 filters should be used during digging activities. Employees should wear respirators when working near earth-moving machinery.
- Prohibit eating and smoking at the worksite, and provide separate, clean eating areas with hand-washing facilities.
- Avoid outdoor construction operations during unusually windy conditions or in dust storms.
- Consider limiting outdoor construction during the fall to essential jobs only, as the risk of cocci infection is higher during this season.

O2-21 cont'd

3. Prevent transport of cocci outside endemic areas:
    - Thoroughly clean equipment, vehicles, and other items before they are moved off-site to other work locations.
    - Prevent spillage or loss of bulk material from holes or other openings in the cargo compartment's floor, sides, and/or tailgate;
    - Load all haul trucks such that the freeboard is not less than six inches when material is transported on any paved public access road and apply water to the top of the load sufficient to limit VDE to 20 percent opacity; or cover haul trucks with a tarp or other suitable cover.
    - Provide workers with coveralls daily, lockers (or other systems for keeping work and street clothing and shoes separate), daily changing and showering facilities.
    - Clothing should be changed after work every day, preferably at the work site.
    - Train workers to recognize that cocci may be transported offsite on contaminated equipment, clothing, and shoes; alternatively, consider installing boot-washing.
    - Post warnings onsite and consider limiting access to visitors, especially those without adequate training and respiratory protection.
4. Improve medical surveillance for employees:

- Employees should have prompt access to medical care, including suspected work-related illnesses and injuries.
- Work with a medical professional to develop a protocol to medically evaluate employees who have symptoms of Valley Fever.
- Consider preferentially contracting with 1-2 clinics in the area and communicate with the health care providers in those clinics to ensure that providers are aware that Valley Fever has been reported in the area. This will increase the likelihood that ill workers will receive prompt, proper and consistent medical care.
- Respirator clearance should include medical evaluation for all new employees, annual re-evaluation for changes in medical status, and annual training, and fit-testing.
- Skin testing is not recommended for evaluation of Valley Fever.[9]
- If an employee is diagnosed with Valley Fever, a physician must determine if the employee should be taken off work, when they may return to work, and what type of work activities they may perform.

O2-21 cont'd

The mitigation measures identified in this comment, based on actual experience during construction of solar and wind projects in endemic areas, should be required for the Project. The City must include concrete measures like the ones listed above in a revised EIR of the Project.

2. The DEIR Fails To Address The Potentially Significant Health Concerns (Exposure To Bacteria) With The Movement Of Large Quantities of Manure.

According to the DEIR,[10] "Mass grading would require removing organic matter (manure) from historical dairy operations. The majority of high-organic-content soils are associated with the dairy farm. Approximately two to three feet of material require excavation and removal—that is, approximately 66,437 cubic yards from the site in Phase 1A (Planning Areas 1 to 3) over 30 working

O2-22

[9] Short-term skin tests that produce results within 48 hours are now available. See Kerry Klein, NPR for Central California, New Valley Fever Skin Test Shows Promise, But Obstacles Remain. November 21, 2016; available at http://kvpr.org/post/new-valley-fever-skin-test-shows-promise-obstacles-remain.

[10] PlaceWorks. 2024. Draft Environmental Impact Report State Clearinghouse No. 2023110328 Ontario Regional Sports Complex For City of Ontario. Prepared April 2024. Pg 3-50

days and another 56,000 cubic yards removed during Phase 2 (Planning Areas 4 and 5) over 28 working days, for a total of 122,437 cubic yards of manure removal" The mass grading of soils will cause an exposure to particulate matter which can cause asthma, irregular heartbeats, difficulty breathing, and premature death in people with heart or lung disease. Decomposing manure generates a number of volatile compounds, including methane (a greenhouse gas) and hydrogen sulfide, which can impair a person's respiratory and nervous systems, and can also form as manure decomposes. The potential health impacts from exposure to these agents are not directly addressed in the DEIR.

The DEIR also does not address the potential health impacts from the exposure to bacteria present in the manure that will be disturbed in the removal process and can transport offsite into the community. Studies of bioaerosol formation[11,12] and bacterial transport[13] from soils have demonstrated that airborne micro-organisms and microbial by-products from manure impacted soils are a potential health risk to workers and individuals in nearby communities. Commercial livestock, the source of manure in the Project Site that needs to be removed, carry an increased microbial load in their gastrointestinal system, they are often reservoirs of zoonotic pathogens (temporarily or permanently), which can be transmitted to the environment in untreated manures.[14,15] Those pathogens can include Gram-negative bacteria, *Listeria monocytogenes* (causing listeriosis), *Mycobaterium bovis and tuberculosis* (causing tuberculosis), *H1N1* viruses (causing influenza), *SARS coronavirus* (causing acute respiratory syndromes), and *Cryptosporidium parvum* (causing cryptosporidiosis).

O2-22 cont'd

As noted above, conventional dust control measures do nothing to prevent the spread of small particles (bioaerosols and impacted soils) because they largely focus on visible dust or larger dust particles—the PM_{10} fraction—not the very fine particles where the bacteria and viruses are found.

[11] Thiel, n. et al. 2020. Airborne bacterial Emission Fluxes From Manure-Fertilized Agricultural Soil. *Microbial Biotechnology* 13(5): 1631–1647

[12] Dungan. R.S. 2010. BOARD-INVITED REVIEW: Fate And Transport Of Bioacrosols Associated With Livestock Operations And Manures. *J. Animal Science.* 88:3693–3706

[13] Pfister, H. et al. 2018. Factors Determining The Exposure Of Dairy Farmers To Thoracic Organic Dust. *Environmental Research* 165:286-293

[14] Gerba, C. P., and J. E. Smith. 2005. Sources of pathogenic micro- organisms and their fate during land application of wastes. *J.Environ. Qual.* 34:42–48. As cited in Dungan, 2010.

[15] Venglovsky, J., N. Sasakova, and I. Placha. 2009. Pathogens and antibiotic residues in animal manures and hygienic and eco- logical risks related to subsequent land application. *Bioresour.Technol.* 100:5386–5391. As cited in Dungan, 2010/

The use of PM_{10} and visible dust as a measure of the potential exposure to biological agents fails to consider the size of the viruses and bacteria (5-10 times smaller than the visible dust). Standard Air Quality Mitigation Measures such as watering of soils would not provide sufficient protection to on-site workers nor would they prevent the spread of viruses and bacteria from the site to receptors farther away. The City must assess the potential impacts from the biological agents in the manure impacted soils in a revised EIR before allowing the soils to be disturbed. O2-22 cont'd

3. Mitigation Measure AQ-1 Relies On The Use Of Tier 4 Final Off-Road Equipment To Reduce Criteria Pollutant Emissions From Potentially Significant To Less Than Significant Levels And Does Not Assess The Relative Availability Of The Equipment.

According the DEIR, after mitigation the criteria pollutants and exhaust emissions would not exceed the SCAQMD significance thresholds if Mitigation Measure AQ-1 is implemented. Specifically, AQ-1 states[16] "Use construction equipment rated by the United States Environmental Protection Agency as having Tier 4 (model year 2008 or newer) Final or stricter emission limits for all off-road construction equipment. If Tier 4 Final equipment is not available, the applicant shall provide documentation (e.g., rental inventory requests), to the City's satisfaction, or otherwise unavailability to the City of Ontario prior to the issuance of any construction permits." O2-23

Regional Emissions Impact Analysis

Parameter	Maximum Daily Emissions (lbs/day)							
	TOG	ROG	NO_x	CO	SO_2	PM_{10} Exhaust	PM_{10} Dust	PM
Year 2024: Maximum Daily Emissions (lbs/day)	11.09	9.48	168.38	244.05	0.65	2.65	20.23	
Year 2025: Maximum Daily Emissions (lbs/day)	17.63	81.90	223.82	406.25	0.62	5.15	14.82	
Year 2026: Maximum Daily Emissions (lbs/day)	6.71	41.58	72.21	138.70	0.49	1.76	7.37	
Year 2027: Maximum Daily Emissions (lbs/day)	3.14	17.59	27.84	42.39	0.08	0.82	1.49	
Overall: Maximum Daily Emissions (lbs/day)	17.63	81.90	223.82	406.25	0.65	5.15	20.23	
South Coast AQMD Regional Significance Threshold	N/A	75	100	550	150	N/A	N/A	
Exceeds Threshold?	No	Yes	Yes	No	No	No	No	

Figure 4: Unmitigated Overlapping Construction Activities Maximum Daily Emissions

[16] PlaceWorks. 2024. Draft Environmental Impact Report State Clearinghouse No. 2023110328 Ontario Regional Sports Complex For City of Ontario. Prepared April 2024. Pg 1-26

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Mitigated Regional Emissions Impact Analysis

Parameter	Maximum Daily Emissions (lbs/day)							
	TOG	ROG	NOx	CO	SO_2	PM_{10} Exhaust	PM_{10} Dust	PM
Year 2024: Maximum Daily Emissions (lbs/day)	9.69	5.51	73.84	260.70	0.65	1.59	20.23	2
Year 2025: Maximum Daily Emissions (lbs/day)	11.34	23.95	78.29	431.16	0.61	1.38	14.82	1
Year 2026: Maximum Daily Emissions (lbs/day)	4.61	11.95	28.15	150.06	0.16	0.45	7.06	
Year 2027: Maximum Daily Emissions (lbs/day)	1.15	4.19	9.09	51.04	0.08	0.18	1.49	
Maximum Daily Emissions (lbs/day)	11.34	23.95	78.29	431.16	0.65	1.59	20.23	2
South Coast AQMD Regional Significance Threshold	N/A	75	100	550	150	N/A	N/A	
Exceeds Threshold?	No	No	No	No	No	No	No	
Unmitigated Maximum Daily Emissions (lbs/day)	17.63	81.90	223.82	406.25	0.65	5.15	20.23	2
Mitigated Maximum Daily Emissions (lbs/day)	11.34	23.95	78.29	431.16	0.65	1.59	20.23	2
Reduction (%)	35.70%	70.75%	65.02%	-6.13%	0.00%	69.02%	0.00%	4

Figure 5: Mitigated Overlapping Construction Activities Maximum Daily Emissions

The DEIR's assumed reduction in reactive organic gases (ROGs) and oxides of nitrogen (NOx) are primarily associated with the use of Tier 4 Final technology. The failure to use that technology will result in higher emissions than disclosed in the DEIR and create unwanted regional air quality issues in an already impaired region of the Southern California Air Basin (SCAB).

It is clear from the language of the mitigation measure (i.e., to the City's satisfaction), that the assumption that Tier 4 Final equipment will always be used is not correct. Based upon a review of public records of the California Air Resources Board's (CARB) Diesel Off-Road Online Reporting System (DOORS), it is evident that the availability of Tiered construction equipment is highly dependent on the type of equipment and the contractors may not be able to achieve the reductions if the equipment is not available. O2-23 cont'd

Table 1: Percent of Equipment in California DOORS Database by Emission Tier Level

Equipment Type (> 50 hp)	U.S. EPA Emission Tier Level					
	T0	T1	T2	T3	T4F	T4I
Aerial Lifts	1.63%	4.67%	14.86%	4.08%	**48.64%**	**26.12%**
Boom	0.15%	0.77%	5.22%	1.59%	**76.20%**	**16.06%**
Bore/Drill Rigs	11.53%	15.42%	16.86%	21.76%	**17.72%**	**14.34%**
Bucket	8.33%	18.33%	10.00%	6.67%	**33.33%**	**23.33%**
Concrete Mixer	0.00%	0.00%	0.00%	14.29%	**85.71%**	**0.00%**
Concrete Pump	1.30%	7.79%	40.26%	1.30%	**32.47%**	**16.88%**
Crane 35ton or more	5.57%	4.41%	5.37%	18.81%	**37.62%**	**27.45%**
Crane less than 35ton	20.37%	2.47%	6.79%	12.35%	**38.27%**	**19.75%**
Cranes	27.84%	11.49%	9.13%	26.60%	**10.82%**	**11.80%**
Crawler Tractors	26.56%	13.31%	13.11%	13.70%	**22.39%**	**10.93%**
Crushing/Processing Equipment	0.00%	0.78%	2.34%	14.06%	**74.22%**	**8.59%**
Drill Rig	7.09%	4.14%	8.86%	12.56%	**45.79%**	**17.87%**
Drill Rig (Mobile)	11.51%	8.71%	11.51%	17.26%	**30.95%**	**14.77%**

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Equipment Type (> 50 hp)	U.S. EPA Emission Tier Level					
	T0	T1	T2	T3	T4F	T4I
Excavators	5.24%	8.34%	13.95%	7.29%	**48.67%**	**16.50%**
Forklifts	9.57%	10.57%	13.82%	7.99%	**40.45%**	**17.46%**
Garbage Refuse	0.00%	0.00%	8.70%	8.70%	**43.48%**	**39.13%**
Garbage Transfer	0.00%	0.00%	0.00%	33.33%	**66.67%**	**0.00%**
Graders	29.78%	14.12%	12.89%	15.27%	**17.40%**	**10.52%**
Hopper Tractor Trailer	0.00%	0.00%	0.00%	0.00%	**50.00%**	**50.00%**
Mower	2.44%	7.27%	13.58%	1.10%	**54.40%**	**21.22%**
Nurse Rig Aircraft Supply	0.00%	0.00%	0.00%	0.00%	**100.00%**	**0.00%**
Nurse Rig Other	0.00%	0.00%	0.00%	100.00%	**0.00%**	**0.00%**
Off Highway Tractors	3.55%	6.28%	6.01%	8.74%	**65.30%**	**10.11%**
Off Highway Trucks	1.69%	3.87%	11.14%	5.81%	**62.23%**	**15.25%**
Off-Highway Tractors	18.25%	17.06%	20.98%	10.02%	**17.18%**	**16.31%**
Off-Highway Trucks	16.96%	12.96%	17.54%	20.81%	**16.13%**	**13.99%**
Other Construction Equipment	16.35%	14.20%	17.11%	10.53%	**24.03%**	**17.19%**
Other General Industrial Equipment	13.18%	16.56%	27.57%	8.61%	**13.80%**	**19.84%**
Other Material Handling Equipment	10.84%	11.39%	19.25%	15.55%	**26.63%**	**16.26%**
Other Truck	15.64%	10.34%	5.31%	13.41%	**36.87%**	**11.45%**
Pavers	12.11%	21.18%	16.99%	14.97%	**23.34%**	**11.41%**
Paving Equipment	6.49%	12.80%	12.74%	12.44%	**38.17%**	**17.05%**
Railcars or Track Cars	16.33%	8.16%	0.00%	14.29%	**51.02%**	**10.20%**
Rollers	14.09%	15.93%	18.30%	6.46%	**30.61%**	**14.59%**
Rough Terrain Forklifts	3.95%	9.32%	15.89%	8.11%	**41.94%**	**20.80%**
Rubber Tired Dozers	41.04%	10.02%	9.44%	19.65%	**15.22%**	**4.62%**
Rubber Tired Loaders	16.74%	12.71%	13.56%	14.94%	**29.29%**	**12.76%**
Scrapers	28.91%	10.98%	15.47%	30.41%	**10.15%**	**4.04%**
Skid Steer Loaders	3.70%	10.02%	15.81%	3.20%	**54.69%**	**12.58%**
Spray Truck	5.56%	4.17%	19.44%	2.78%	**34.72%**	**26.39%**
Spreader Tractor Trailer	0.00%	14.29%	28.57%	0.00%	**42.86%**	**14.29%**
Spreader Truck	4.17%	0.00%	4.17%	37.50%	**16.67%**	**25.00%**
Surfacing Equipment	15.38%	14.25%	10.18%	23.08%	**19.23%**	**17.65%**
Sweepers/Scrubbers	11.02%	20.84%	16.57%	6.61%	**25.75%**	**19.06%**
Tank Truck	4.05%	6.76%	8.11%	27.03%	**37.84%**	**16.22%**
Tanker Truck Trailer	0.00%	18.18%	0.00%	0.00%	**63.64%**	**18.18%**
Telescopic Handler	1.33%	0.00%	2.67%	0.00%	**80.00%**	**16.00%**
Tow Tractor	0.00%	100.00%	0.00%	0.00%	**0.00%**	**0.00%**
Tractors/Loaders/Backhoes	13.53%	16.50%	18.73%	8.96%	**29.23%**	**13.05%**
Trenchers	21.86%	19.57%	20.87%	3.28%	**21.86%**	**12.57%**

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2. Response to Comments

Equipment Type (> 50 hp)	U.S. EPA Emission Tier Level					
	T0	T1	T2	T3	T4F	T4I
Vacuum Truck	2.21%	18.38%	15.44%	25.00%	**13.24%**	**14.71%**
Water Truck	21.79%	8.21%	16.43%	16.07%	**23.57%**	**13.57%**
Workover Rig (Mobile)	5.99%	15.14%	9.78%	17.35%	**7.10%**	**13.56%**
Yard Goat	4.40%	4.58%	9.41%	18.31%	**41.71%**	**21.33%**

It is clear from the CARB data that Tier 4 Final certified equipment necessary for the construction phase is in short supply in the State. In particular, Tier 4 crawler tractors, loaders, and cranes make up a small portion of the registered fleet in California. Mitigation Measure AQ-1 provides an exception if Tier 4 Final equipment is not available during Project construction which simply allows the applicant to "provide documentation" demonstrating the unavailability of Tier 4 Final equipment. The measure fails to require any alternative engine tier or equivalent engine retrofits in the event Tier 4 Final equipment is unavailable. O2-23 cont'd

The emissions from construction equipment depend on the "tier" of the engine. Tier 1 equipment has the highest emissions and Tier 4 Final the lowest emissions.[17] As drafted, Measure AQ-1 would allow the applicant to select all Tier 1-3 equipment to construct the Project if they determine that Tier 4 Final equipment is unavailable. If the applicant selected all Tier 1-3 construction equipment, emissions would be significantly higher than calculated.

Without a binding commitment to only use Tier 4 Final construction equipment or equivalent emissions controls for all phases of Project construction, the applicant may use low-tier equipment which does not achieve the emissions reductions assumed in the DEIR. As a result, actual emissions from the construction phasemay exceed SCAQMD's thresholds and create unmitigated adverse air quality and health outcomes for the community. The DEIR fails to analyze emissions levels in the event Tier 4 Final equipment is determined by the City to be unavailable. The DEIR's air quality analysis is therefore incomplete and must be corrected in a revised EIR for the Project.

[17] See, e.g., DieselNet, Emission Standards, United States: Nonroad Diesel Engines, https://dieselnet.com/standards/us/nonroad.php.

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4. The City Incorrectly Cites The ASTM Standard For Subsurface Investigations Of ORSC Sites.

According the DEIR,[18] "Prior to the issuance of grading permits for individual development projects in the ORSC site, the project applicant/developer shall submit a Phase II Environmental Site Assessment (ESA) to the City of Ontario. The Phase II ESA shall be prepared by an Environmental Professional in accordance with American Society for Testing and Materials (ASTM) Standard E: 1527-21 Environmental Site Assessment Standard Practice (ASTM E1527-21)."

O2-24

Attached to this comment letter is ASTM Standard E: 1527-21. ASTM Standard E: 1527-21 is clearly designed for Phase I Environmental Assessments. Under the uses section of the Standard it is noted that "This practice is intended for use on a voluntary basis by parties who wish to assess the environmental condition of commercial real estate taking into account commonly known and reasonably ascertainable information." The Standard is not designed for the subsurface investigation of conditions at a site rather the investigation of existing information supplied to federal, tribal, state, or local regulatory agencies regarding past or present releases of hazardous substance or petroleum products.[19] The City of citing the wrong standard in its HAZ-1 mitigation measure. The correct standard for Phase II investigations, i.e., intended for use on a voluntary basis by parties who wish to evaluate known releases or likely release areas identified by the user or Phase II Assessor, and/or to assess the presence or likely presence of substances in the environment, is ASTM Standard E1903-19. The City must correct this flawed Mitigation Measure in a revised EIR.

5. The Air Quality Analysis Of Operational Emissions Is Incomplete And Fails To Include Emissions From Stationary Sources (e.g., The Fire Pump System and Generators) That Will Be Installed Onsite.

According to the DEIR[20] "The ORSC could result in the installation and operation of stationary sources, such as generators, boilers, or fire pumps. The quantity, type, size, location, fuel type,

O2-25

[18] PlaceWorks. 2024. Draft Environmental Impact Report State Clearinghouse No. 2023110328 Ontario Regional Sports Complex For City of Ontario. Prepared April 2024. Pg 1-41

[19] ASTM 2021. Standard E1527-21. Pg 12

[20] PlaceWorks. 2024. Draft Environmental Impact Report State Clearinghouse No. 2023110328 Ontario Regional Sports Complex For City of Ontario. Prepared April 2024. Pg 5.3-34

2. Response to Comments

maximum daily operating hours, and annual average operating hours for potential stationary source equipment are unknown at this time; thus, no emissions associated with stationary sources have been included in this analysis." The DEIR clearly is missing significant sources of criteria and toxic air contaminants (TACs) that will be installed onsite but are not accounted for in the analysis.

The Air Quality Analysis prepared for the Project, proposes mitigated regional operational emissions based on the CalEEMOD (Version 2022.1) software. Included in the analysis are area source emissions and mobile source emissions. Not included in the analysis are emissions from the stationary sources that will be installed onsite.

Mitigated Regional Operation Emissions Worksheet

[1] CalEEMod, Version 2022.1

[2] Includes incorporation of Mitigation Measure AQ-2, which requires the use of zero-emission landscaping equipment.

Mitigated Proposed Project (On-site & Off-site) Maximum Daily Worst-Case Day Scenario

Summer

	ROG	NOx	CO	SO2	PM10 Total	PM2.5 Total
Mobile[1]	86.00	39.20	735.00	1.48	156.00	39.90
Area	24.20	0.00	0.00	0.00	0.00	0.00
Energy	0.18	3.32	2.79	0.02	0.25	0.25
Total	**110.38**	**42.52**	**737.79**	**1.50**	**156.25**	**40.15**

Winter

	ROG	NOx	CO	SO2	PM10 Total	PM2.5 Total
Mobile[1]	81.00	43.00	622.00	1.36	156.00	39.90
Area	24.20	0.00	0.00	0.00	0.00	0.00
Energy	0.18	3.32	2.79	0.02	0.25	0.25
Total	**105.38**	**46.32**	**624.79**	**1.38**	**156.25**	**40.15**

Max Daily

	ROG	NOx	CO	SO2	PM10 Total	PM2.5 Total
Mobile	86	43	735	1	156	40
Area	24	0	0	0	0	0
Energy	0	3	3	0	0	0
Total	**110**	**46**	**738**	**2**	**156**	**40**
Regional Thresholds (lb/day)	55	55	550	150	150	55
Exceeds Thresholds?	Yes	No	Yes	No	Yes	No

Figure 6: Mitigated Regional Operation Emissions

O2-25 cont'd

The table above clearly demonstrates that emissions from the stationary sources (e.g., required fire system and backup generators) have not been accounted for in the Air Quality Analysis of the DEIR. The City's analysis is therefore incomplete and must be corrected in revised EIR for the Project.

Conclusion

The facts identified and referenced in this comment letter lead me to reasonably conclude that the Project could result in significant impacts if allowed to proceed. A revised draft environmental impact report should be prepared to address these substantial concerns. O2-26

Sincerely,



EXHIBIT B

WILSON IHRIG
ACOUSTICS, NOISE & VIBRATION

CALIFORNIA
WASHINGTON
NEW YORK

WI #24-001

May 17, 2024

Mr. Aidan P. Marshall
Adam Broadwell Joseph & Cardozo
601 Gateway Boulevard, Suite 1000
South San Francisco, CA 94080

SUBJECT: Ontario Regional Sports Complex Project
Ontario, California
Review and Comment on Noise Study

Dear Mr. Marshall,

Per your request, Wilson Ihrig has reviewed the information and noise impact analysis in the following documents:

Ontario Regional Sports Complex
Draft Environmental Impact Report (DEIR)
Appendix J1: Construction Noise (Construction Noise Study)
Appendix J2: Traffic Noise (Traffic Noise Study)
Appendix J3: Stadium Noise (Stadium Noise Study)
Appendix J4: Athletic Field Noise (Athletic Field Noise Study)
Appendix J5: Commercial Miscellaneous Noise (Commercial Noise Study)
April 2024

The Ontario Regional Sports Complex Project (Project) would involve the development of approximately 199 acres of land for a variety of recreational activities - from a semi-professional Minor League Baseball stadium, retail, and hospitality area to a new City recreation center and aquatics center surrounded by a variety of baseball/softball, soccer, and multiuse fields. The project is surrounded by commercial uses to the west, residences to the east, residences and a daycare center to the north, and residences and a cattle farm to the south. O2-27

This letter reports our comments on the Noise Analysis in Section 5.13 of the Draft Environmental Impact Report (DEIR) and Appendices J1 through J5 (referred to as "Noise Study"). Wilson Ihrig, Acoustical Consultants, has practiced exclusively in the field of acoustics since 1966. During our 57 years of operation, we have prepared hundreds of noise studies for Environmental Impact Reports and Statements. We have one of the largest technical laboratories in the acoustical consulting industry. We also utilize industry-standard acoustical programs such as Roadway Construction Noise Model (RCNM), SoundPLAN, and CADNA. In short, we are well qualified to prepare environmental noise studies and review studies prepared by others.

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2. Response to Comments

Adverse Effects of Noise[1]

Although the health effects of noise are not taken as seriously in the United States as they are in other countries, they are real and, in many parts of the country, pervasive.

Noise-Induced Hearing Loss. If a person is repeatedly exposed to loud noises, he or she may experience noise-induced hearing impairment or loss. In the United States, both the Occupational Health and Safety Administration (OSHA) and the National Institute for Occupational Safety and Health (NIOSH) promote standards and regulations to protect the hearing of people exposed to high levels of industrial noise.

Speech Interference. Another common problem associated with noise is speech interference. In addition to the obvious issues that may arise from misunderstandings, speech interference also leads to problems with concentration fatigue, irritation, decreased working capacity, and automatic stress reactions. For complete speech intelligibility, the sound level of the speech should be 15 to 18 dBA higher than the background noise. Typical indoor speech levels are 45 to 50 dBA at 1 meter, so any noise above 30 dBA begins to interfere with speech intelligibility. The common reaction to higher background noise levels is to raise one's voice. If this is required persistently for long periods of time, stress reactions and irritation will likely result.

O2-27 cont'd

Sleep Disturbance. Noise can disturb sleep by making it more difficult to fall asleep, by waking someone after they are asleep, or by altering their sleep stage, e.g., reducing the amount of rapid eye movement (REM) sleep. Noise exposure for people who are sleeping has also been linked to increased blood pressure, increased heart rate, increase in body movements, and other physiological effects. Not surprisingly, people whose sleep is disturbed by noise often experience secondary effects such as increased fatigue, depressed mood, and decreased work performance.

Cardiovascular and Physiological Effects. Human's bodily reactions to noise are rooted in the "fight or flight" response that evolved when many noises signaled imminent danger. These include increased blood pressure, elevated heart rate, and vasoconstriction. Prolonged exposure to acute noises can result in permanent effects such as hypertension and heart disease.

Impaired Cognitive Performance. Studies have established that noise exposure impairs people's abilities to perform complex tasks (tasks that require attention to detail or analytical processes) and it makes reading, paying attention, solving problems, and memorizing more difficult. This is why there are standards for classroom background noise levels and why offices and libraries are designed to provide quiet work environments.

[1] More information on these and other adverse effects of noise may be found in *Guidelines for Community Noise*, eds B Berglund, T Lindvall, and D Schwela, World Health Organization, Geneva, Switzerland, 1999. (https://www.who.int/docstore/peh/noise/Comnoise-1.pdf)

Baseline Noise is Not Properly Established

The manner in which the Noise Study has determined the existing noise environment at sensitive receptors is unsupported. As shown in Figure 5.15-1, existing noise was only measured at two locations, mid-bock on the east and west side of the project [DEIR page 5.13-11]. The DEIR incorrectly states that the locations are "representative of noise-sensitive land uses exposed to traffic noise along roadways adjacent to the ORSC site" [DEIR page 5.13-8]. There are no sensitive receptors or traffic on the LT-2 side of the site and, while LT-1 is representative of the homes along the east side of the project, neither location captures the traffic along E. Riverside Drive and Chino Avenue. The lack of street traffic is why, as shown the Traffic Noise Study, levels during the 24-hour measurement period were very steady at the two sites during daytime and nighttime hours and nighttime levels were slightly higher than daytime levels. Traffic noise is time-variable and higher during the day. No noise measurements were done to represent the homes to the north or south of the project, which would be exposed to traffic noise along those roads. As no measurements were taken at these receptor locations, there is no baseline against which to properly assess Project-related impacts (either construction or operation). **The Project should conduct properly documented ambient measurements near all sensitive receptors, that capture the worst case (quietest) baseline conditions, to determine impact for operational and construction noise.** O2-28

Potentially Significant Construction Noise Impacts

The DEIR compares estimated construction noise levels to the FTA Manual threshold of 80 dBA [page 5.13-15]. The cited FTA document is a guidance document, and it discourages projects against using its absolute noise criteria values without consideration of local conditions [FTA page 179, see Figure 1 below]. The DEIR further cites a proposed updated to the City of Los Angeles construction noise and vibration thresholds, which recommends using 80 dBA Leq, 8-hr for daytime construction noise [DEIR 5.13-15]. This proposal has not been implemented in Los Angeles. O2-29

> No standardized criteria have been developed for assessing construction noise impact. Consequently, criteria must be developed on a project-specific basis unless local ordinances apply. As stated earlier in this section, local noise ordinances are typically not very useful in evaluating construction noise. They usually relate to nuisance and hours of allowed activity, and sometimes specify limits in terms of maximum levels, but are generally not practical for assessing the impact of a construction project. Project construction noise criteria should account for the existing noise environment, the absolute noise levels during construction activities, the duration of the construction, and the adjacent land

Figure 1 FTA Noise and Vibration Impact Assessment, Section on Construction Noise and Vibration (page 179)

The California Environmental Quality Act Guidelines cited in the report clearly state that impacts to noise would be significant if the proposed project would result in "generation of a substantial temporary or permanent increase in ambient noise levels" [DIER page 5.13-10]. The estimated construction noise levels in report Table 5.13-14 exceed the measured ambient by over 30dB [DEIR page 5.13-26]. **The Project should address this exceedance.**

Further, neither the DEIR nor the Construction Noise Study provide the usage factors and combinations of equipment used to calculate the levels presented in Table 5.13-14 and does not show where equipment was assumed to be operating within each work zone shown in Figure 5.13-3. O2-30

2. Response to Comments

Homes in Receptor Groups 2 and 6 are within 80 feet of the Phase 1A site and homes in Receptor Group 5 are within 150 feet of the Phase 1B site [DEIR page 5.13-29]. It is not clear if the ranges shown in Table 5.13-14 represent the closest equipment distance or the whole span of the work zone. Noise levels from a single scraper or dump truck (the two noisiest pieces of equipment shown in the Construction Noise Study Table 2) operating 40% of the time at 80 feet from residences, for example, would be 84 dBA and would exceed the 80 dBA criteria. **The Project should address this exceedance.** O2-30 cont'd

The DEIR does use an ambient-based threshold for nighttime construction and shows predicted nighttime construction levels in Table 5.13-15 ranging from 47 to 60 dBA [DEIR page 5.13-28]. As indicated in the text, these levels exceed the measured nighttime ambient by more than 5 dB. The DEIR posits that the levels at sensitive receivers will be reduced below the threshold with the installation of a noise barrier around the site [DIER page 5.13-63]. The DEIR does not indicate what distance was used for these calculations. Depending on the distance assumed, levels could be 16-22 dBA higher at closest receiver to site distances and would exceed threshold criteria with current mitigation measures. **The Project should address this exceedance.** O2-31

Potentially Significant Operational Noise Impacts

The DEIR uses the City of Ontario Municipal Code for assessing operational noise. It does not address if operational noise will result in the "generation of a substantial temporary or permanent increase in ambient noise levels." The predicted noise levels shown for Stadium noise [DEIR page 5.13-37], and Athletic fields [DEIR page 5.13-43] are up to 10 dB above the measured daytime ambient levels. **The Project should address these exceedances.** O2-32

Table 5.13-21 in the DEIR predicts that live concert noise at the Stadium will range from 5 to 35 dBA at nearby sensitive residences, with the highest levels in Group 5 [DEIR page 5.13-38]. These levels are much lower than the predictions shown for games in the Stadium. According to the Stadium Noise Study, the concert noise was calculated using a source sound power level from SoundPLAN for public festivals of 75 dB [Stadium Noise Study page J3-17]. This reference level is inappropriately low. It is a common issue for concerts in Stadiums with professionally amplified sound to produce high noise levels that cause annoyance in the community.[2][3] Concerts at sports facilities of this size (450,000 square feet according to the DEIR Table ES-1) can produce sound power levels as high as 135 dB.[4] This would increase the SoundPLAN predictions shown in DIER Table 5.13-21 by 60 dB, resulting in predicted Leqs as high as 93 dBA at Receptor Group 5 (28 dBA above the Municipal Noise Code and 45 dBA above measured evening noise levels). The Stadium Noise Study does not address what meteorological conditions were assumed in the model. Temperature inversion effects could produce even higher increases. **The Project should address this error.** O2-33

[2] https://www.sfgate.com/bayarea/article/Levi-s-Stadium-and-AT-T-Park-How-the-noise-12256700.php
[3] https://www.nydailynews.com/2023/12/13/residents-sue-forest-hills-stadium-over-concert-series-noise-complaints/
[4] https://www.vdi.de/en/home/vdi-standards/details/vdi-3770-characteristic-noise-emission-values-of-sound-sources-facilities-for-recreational-and-sporting-activities

Incomplete Traffic Study and HVAC Noise Analysis

As stated above, the measurement locations chosen do not represent existing traffic along E. Riverside Drive and Chino Avenue. It is not clear from the discussion in the DEIR and the Traffic Noise Study how the Traffic Noise Model was verified without existing noise measurements of roadway noise. O2-34

The DEIR states that HVAC equipment shall be designed to meet the City of Ontario Municipal Code nighttime criteria of 45 dBA [DEIR page 5.13-63]. It does not address what the anticipated noise levels are based on the needs of the planned facilities or the feasibility of achieving the threshold criteria.

Conclusion

The Project may result in potentially significant construction and operational noise impacts. The DEIR uses an inappropriately low reference level for Stadium concerts, resulting in predictions much lower than expected for a venue of this size. The DEIR relies on an inadequate baseline because ambient measurements do not represent all sensitive buildings or existing noise sources near the site. Finally, the DEIR contains several operational noise omissions that may result in underestimated noise impacts. O2-35

Please feel free to contact me with any questions on this information.

Very truly yours,
WILSON IHRIG

Ani Toncheva
Senior Consultant

ontario sports - comments on noise analysis.docx

2. Response to Comments

The resumes included in Comment Letter O2 do not require responses and are omitted here. They are provided as Appendix E to this Final Environmental Impact Report.

O2. Response to Comments from Aidan P. Marshall, Adams Broadwell Joseph & Cardoza, on behalf of Californias Allied for a Responsible Economy (CARE CA), dated May 20, 2024.

Intro Responses to specific comments regarding agricultural resources, air quality, health risk, hazardous materials, and noise, are provided in responses O2-4 through O2-34. City staff has reviewed the EIR and determined that none of this material constitutes significant new information requiring recirculation of the DEIR under CEQA Guidelines Section 15088.5. None of the comments contain substantial evidence that the Proposed Project will result in a significant new environmental impact not previously disclosed in the DEIR, a significant increase in the severity of a previously identified environmental impact that will not be mitigated, or that there would be any of the other circumstances requiring recirculation described in Section 15088.5 of the CEQA Guidelines. No further response is necessary.

O2-1 This comment provides a description of the organization, the Commenter's interest in the Proposed Project, and who they represent. No response is necessary.

O2-2 This comment describes Commenter's review of the legal background of CEQA and its purpose. No response is necessary.

O2-3 This comment further describes Commenter's view of the legal responsibility of the lead agency to disclose and analyze significant impacts of the Proposed Project and adopt all feasible mitigation under CEQA. No response is necessary.

O2-4 The City's reasoning for rejecting the "Establishment of Conservation Easement or Preserves" mitigation measure includes additional considerations beyond the legal feasibility of mitigation measure. Feasible means "capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, and technological factors." (Public Resources Code Section 21061.1; see also CEQA Guidelines, Section 15364 [same definition but with addition of "legal" factors].) As discussed on page 5.2-11 in Section 5.2, *Agricultural Resources*, of the Draft EIR, the establishment of agricultural land and/or conservation easements within the City would require comprehensive amendment to TOP, resulting in potential conflicts with local and regional land use plans/policies like the Southern California Association of Government's Regional Transportation Plan/Sustainable Communities Strategy and the City's adopted Housing Element, which facilitate the development of City's remaining agricultural land. The Commenter's proposed mitigation strategy could also result in potentially adverse environmental impacts including, but not limited to, impacts to biological resources, hydrology/water quality, air quality, greenhouse gas emissions, and land use and planning.

O2-5 The City does not dispute that Agricultural Conservation Easements (ACE) can partially mitigate for loss of agricultural land in certain circumstances. However, the City finds that ACEs are not feasible mitigation at this time because there are no current ACEs within

the City or San Bernardino County that meet the additionality requirements under CEQA that would provide for mitigation at a 1:1 ratio.

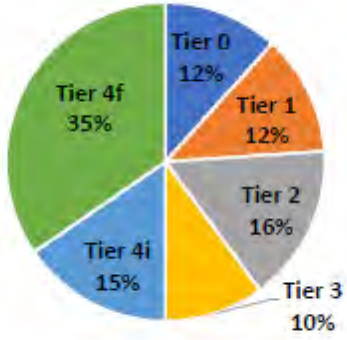
The Draft EIR outlines why ACEs are not a feasible measure for the Proposed Project. While mitigation via the use of ACEs may be a possibility for future CEQA projects in the Central Valley, there are currently no ACE banks within the City of Ontario, or San Bernardino County, that would be available for purchase for CEQA projects in the Ontario Ranch. The Commenter has not identified a mitigation banking program in San Bernardino County that has ACE available for purchase within the development timeframe of the Proposed Project that would provide for substitute Farmland resources. Based on information from the American Farmland Trust, the only Purchase of Agricultural Conservation Easement (PACE) banking available in California are in the City of Davis, Sonoma County, and San Deigo County.

The Commenter asserts that lack of ACE banks or substitute farmland within City borders or in San Bernardino County is not, in its opinion, a basis for the City to find ACEs to be infeasible as mitigation for the Proposed Project. However, Resolution No. 2010-003, adopted by the City on January 27, 2010, details the City's existing policy. Specifically, the Resolution found that that the replacement of agricultural resource off-site, including via establishment of conservation easements or preserves, would, given the lack of viability of such mitigation within the City, only be possible in parcels in another portion of the state. It further found that "such distant mitigation would not reduce impacts because these mitigation parcels could have no bearing or relationship on the loss of agricultural lands within the City and this mitigation strategy would cause no net change in Important Farmland conversion within the state because new Important Farmland cannot be created." It is these findings, adopted by the City over 14 years ago, which constitute the City's existing policy regarding the City's requirement for local availability of agricultural lands to serve as mitigation for any impacts to agricultural resources.

Payment into an ACE mitigates not the loss of agricultural production itself but the loss of sites that have the potential to be viable for farming. Agricultural land under the California Department of Conservation (CDC) Farmland Mapping and Monitoring Program (FMMP) in 1982 established the Farmland standards based on soil quality and irrigation status. As identified in the 2022 SEIR for TOP 2050, between 2014 and 2016 in the County of San Bernardino there was a loss of 1,244 Farmland acres. Given the urbanization in Ontario and the greater San Bernardino County, there are unlikely to be "new" suitable sites in San Bernardino that are not already under agricultural production that would offset Farmland acres acreage loss to zero. Because mitigation for ACE needs to be additional for it to be mitigation under CEQA, and, per City policy (as discussed above) needs to be within the City or surrounding County, given the absence of an existing ACEs available to offset the loss of Farmland, ACE is determined to be infeasible as mitigation for the Proposed Project.

O2-6 The US Environmental Protection Agency (EPA) signed the final rule to introduce Tier 4 emissions standard on May 11, 2004. Because equipment with these emissions standards were phased in between 2008 through 2015 by the EPA, construction equipment with engines with 50 horsepower and more that meet Tier 4 emissions are readily available in construction fleets throughout California.

Additionally, South AQMD in their comment letters to lead agencies frequently recommends use of Tier 4 construction equipment. In South Coast AQMD's 2022 Air Quality Management Plan Policy Brief's indicates that Tier 4 equipment comprises 50 percent of all off-road equipment in California, and Tier 4 Final comprised 35 percent of all equipment in California in year 2021.[1]



(b) Off-road Equipment[6]

The City has determined this mitigation measure to be feasible. Therefore, Mitigation Measure AQ-1 is effective at mitigating the Proposed Project's potentially significant construction impacts, and Commenter's speculation that it would be infeasible due to the lack of availability of Tier 4 equipment is without support. However, it is reasonable that specialized equipment needed for specific tasks during project construction could see limited availability. Considering the time-sensitive nature of the Proposed Project's construction schedule, and at the request of the Commenter, Mitigation Measure AQ-1 was modified to include alternative emission control equipment to ensure emission reductions in the unlikely event that Tier 4 Final equipment not be available (see Chapter 3, *Revisions to the Draft EIR*). In addition, Mitigation Measure AQ-1 was modified to further define that "commercially available" constitutes the availability of Tier 4 engines similar to the availability for other large-scale construction projects in the City occurring at the same time and taking into consideration factors such as potential significant delays to

[1] South Coast Air Quality Management District. 2022, May. Draft 2022 Air Quality Management Plan. Policy Briefs; Black Box Measures. http://www.aqmd.gov/docs/default-source/clean-air-plans/air-quality-management-plans/2022-air-quality-management-plan/combined-bb-measures.pdf?sfvrsn=8

critical-path timing of construction and geographic proximity to the project site of Tier 4 equipment.

O2-7 Stationary source emissions were not included in the emissions modeling in the Draft EIR because the quantity, location, fuel type, horsepower, annual operating hours, daily operating hours, and emission control specifications of stationary equipment are unknown; and thus, determined to be speculative.

Additionally, stationary equipment, such as emergency generators require permits from South Coast AQMD to ensure that the equipment incorporates the Best Available Control Technology and do not exceed the emissions thresholds, consistent with District Regulations IX, *Standards of Performance for New Stationary Sources (NSPS)*, and XIII, *New Source Review*. Accordingly, the potential air quality impacts of such equipment must be less than significant pursuant to a rule of general application.

While the equipment parameters for potential stationary sources are wholly unknown at this time, the Commenter is recommending that diesel-fired backup generators be included in the emissions modeling. At the request of the Commenter, Section 5.3, *Air Quality*, and Section 5.8, *Greenhouse Gas Emissions*, was modified to incorporate emissions from up to four backup generators (see Chapter 3, *Revisions to the Draft EIR*). Four backup generators were assumed for this additional emissions assessment to account for the potential for stadium, hotel, recreational center, and Chicken N' Pickle buildings to need backup power source. Each generator is assumed to be 100 horsepower, operate 100 hours annually, and operate one hour daily (see Final EIR Appendix F). As shown therein, the addition of four generators would not cause an exceedance of the South Coast AQMD thresholds or substantially increase impacts evaluated in the Draft EIR.

O2-8 Section 5.3, *Air Quality*, page 5.3-44 discusses the potential for manure haul activities to result in odors affecting a substantial number of people. The City's expert disagrees that the Draft EIR's evaluation of potential odors from construction activities, such as manure haul, is not supported by substantial evidence, conclusory, or fails to address all sources of odors.

The ORSC site previously operated as a dairy farm; and therefore, the existing baseline conditions include odors from onsite manure and the haul of animal manure off-site in accordance with the San Bernadino Regional Water Quality Board, which requires dairy farms to comply with all requirements pertaining to Concentrated Animal Feeding Operations (CAFO Permit)[2] which includes manure to be removed periodically (180 days) to minimize potential impacts to water quality. Therefore, the haul of manure offsite during construction of the Proposed Project would not constitute a change from existing conditions as it relates to odor impacts to nearby receptors. Additionally, the Proposed

[2] Santa Ana Regional Water Quality Control Board *General Waste Discharge Requirements for Concentrated Animal Feeding Operations (Dairies and Related Facilities)* (Order No. R8-2018-0001).

Project would permanently remove manure from the ORSC site, thereby resulting in a long-term improvement in odors in the local vicinity during operation of the Proposed Project.

Furthermore, there are no known air quality complaints from the historic manure removal operations in the Ontario Ranch; and no known violations under South Coast AQMD Rule 403 from existing operations on the ORSC site.

Manure haul associated with the Proposed Project would also be subject to the dust control restrictions of South Coast AQMD District Rule 403, which too would reduce the prevalence of manure dust generated during material movement activities.

The Commenter further states that Rule 402 is insufficient in ensuring less-than-significant odor impacts; however, it is not clear whether the Commenter is referring to potential odor impacts during construction or operation. Page 5.3-44 of the Draft EIR cites Rule 402 as to ongoing operations analysis rather than the construction odor analysis because Rule 402 provides a regulatory mechanism by which odors can be mitigated in the community should the public complain about odors. Further, an odor complaint itself does not necessarily indicate that odors affect a substantial number of people and are significant under CEQA. The operational analysis concludes that typically only large facilities such as wastewater treatment plants, compost facilities, landfills, solid waste transfer stations, fiberglass manufacturing facilities, paint/coating operations (e.g., auto body shops), dairy farms, petroleum refineries, asphalt batch plants, chemical manufacturing, and food manufacturing facilities are the type of facilities that have the potential to affect a substantial number of people. The Proposed Project is not one of these project types; and therefore, as concluded on page 5.3-44, would not have significant odor impacts.

O2-9 The City disagrees that Mitigation Measure HAZ-1 constitutes improper deferral of mitigation. Phase I environmental site assessments (ESAs) were conducted for the entire ORSC site. While the Phase I ESAs recommend a Phase II be conducted, conducting Phase II ESAs prior to project approval would be impractical given the potential phasing and timing of the different components of the Proposed Project and the fact that some components of the Proposed Project are city-initiated components (e.g., stadium, sports complex, community center) and other components would be developer initiated (e.g., commercial/hospitality uses). Additionally, not all parcels within the ORSC site are currently owned by the City of Ontario, making the Phase II ESA for these parcels infeasible. A Phase II was conducted for the limited portion of the site that is owned by the City and would be constructed first (phase 1). Therefore, the EIR includes Mitigation Measure HAZ-1 to ensure that Phase II ESAs are conducted prior to grading activities for each project component and provides detailed performance standards to ensure that the requirements of the Phase II ESAs are adhered to. However, at the request of the

Commenter, revisions to Mitigation Measure HAZ-1 have been made (see Chapter 3, *Revisions to the Draft EIR*).

O2-10 The City disagrees that Mitigation Measure HAZ-1 constitutes improper deferral of mitigation. See response to Comment O2-9 substantiating that Phase II ESAs are infeasible currently and that including them as a mitigation measure subject to detailed performance standards is not improper deferral under CEQA.

Mitigation Measure HAZ-1 includes performance standards for the preparation of the Phase II ESAs based on the Environmental Site Assessment Standard Practice (ASTM). The Mitigation Measure states that "If the site is found to be impacted with potential contaminants of concern at levels exceeding applicable regulatory thresholds, the project applicant shall remediate all contaminated media, under the oversight and in accordance with state and local agency requirements (California Department of Toxic Substances Control, Regional Water Quality Control Board, Ontario Fire Department, etc.)." The performance standards for remediation are the regulatory thresholds for the local agency with oversight. Mitigation Measure HAZ-1 also identifies actions that achieve that performance standard. The Mitigation Measure requires that, "If the site is found to be impacted with potential contaminants of concern at levels exceeding applicable regulatory thresholds, the project applicant shall remediate all contaminated media, under the oversight and in accordance with state and local agency requirements (California Department of Toxic Substances Control, Regional Water Quality Control Board, Ontario Fire Department, etc.)."

Mitigation Measure HAZ-1 also requires that documentation of compliance with this measure be provided to the City of Ontario. Therefore, the City of Ontario is the oversight agency that would ensure compliance. However, the agencies with oversight authority also include the California Department of Toxic Substances Control, Regional Water Quality Control Board, Ontario Fire Department.

Additionally, revisions to Mitigation Measure HAZ-1 have been made (see Chapter 3, Revisions to the Draft EIR) to incorporate the recommendations identified in the Phase I ESAs and the Phase II ESA from December 2023. The agencies with oversight over the required recommendations have been identified. Additional performance standards and actions that have also been included.

City staff has reviewed the EIR and determined that none of this material constitutes the type of significant new information that requires recirculation of the DEIR for further public comment under CEQA Guidelines Section 15088.5. None of this new material indicates that the Proposed Project will result in a significant new environmental impact not previously disclosed in the DEIR. Additionally, none of this material indicates that there would be a significant increase in the severity of a previously identified environmental impact that will not be mitigated, or that there would be any of the other

circumstances requiring recirculation described in Section 15088.5 of the CEQA Guidelines

O2-11 At the request of the Commenter, the ASTM standard has been revised in Mitigation Measure HAZ-1 (see Chapter 3, *Revisions to the Draft EIR*).

O2-12 The Comment describes the occurrence of *Coccidiodes Immitis* (Valley Fever cocci) in San Bernardino County, which includes over 20,000 square miles predominantly in the Inland Empire, east of the San Bernardino National Forest. The ORSC site is separated from the arid region of the Inland Empire by a mountain range, resulting in low occurrence of Valley Fever cocci in the Inland Empire. The California Department of Public Health prepared a Valley Fever Fact Sheet in 2021 that identifies the density of reported cases of Valley Fever in 2018, which ranges from fewer than 5 cases per 100,000 people to greater than 100 cases per 100,000 people. According to the California Department of Public Health's Valley Fever Fact Sheet, San Bernardino County experienced fewer than 5 reported cases of Valley Fever per 100,000 people in 2018, which corresponds with the category for the lowest reported case density in the Valley Fever Fact Sheet.[3] Therefore, the potential for Valley Fever cocci to be present with the ORSC site is very low.

Transmission of Valley Fever cocci occurs mostly through naturally occurring winds, as well as dust storms blowing "infected" dust (dust containing Valley Fever fungus spores) into new areas. The cause of Valley Fever is most prevalent in undisturbed soils. Since the ORSC site was historically used for dairy farming, the risk of Valley Fever cocci on disturbed agricultural land is considered low.[4]

Additionally, implementation of South Coast AQMD Rule 403 for fugitive dust control further reduces the potential for Valley Fever. The Proposed Project would trigger the large grading requirements of South Coast AQMD, which includes application chemical stabilizers, frequent watering, avoiding construction activity during high winds, and cleaning of equipment. Similarly, measures that include preventing spillage or bulk material loss, securing sufficient freeboard space, and covering transported materials are already required by the California Vehicle Code for material transport during project construction.

Nonetheless, Mitigation Measure AQ-1 has been modified to include measures that would further minimize any potential worker exposure to Valley Fever cocci at the ORSC site (see Chapter 3, *Revisions to the Draft EIR*).

[3] California Department of Public Health. 2021. June. Valley Fever Fact Sheet. https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/ValleyFeverFactSheet.pdf.

[4] California Department of Public Health. 2013. June. Preventing Work-Related Coccidioidomycosis (Valley Fever). https://www.cdph.ca.gov/Programs/CCDPHP/DEODC/OHB/HESIS/CDPH%20Document%20Library/CocciFact.pdf.

O2-13 See also response to Comment 02-8. The City's expert disagrees with the Commenter's conclusion that the construction emissions analysis fails to disclose air quality impacts from removal of manure. Section 5.3, *Air Quality*, includes an evaluation of localized construction impacts and a construction health risk assessment (HRA), which includes the manure haul phase in the emissions modeling (see page 5.3-32 through 5.3-34). As shown in Figures 5.3-2a through 5.3-2d of the Draft EIR, off-site haul routes were included as emission sources in the dispersion modeling for the construction HRA.

It should be noted that the ORSC site previously operated as a dairy farm; and therefore, the existing baseline conditions include decomposing manure onsite.

Furthermore, Manure haul associated with the Proposed Project would be subject to the dust control restrictions of South Coast AQMD District Rule 403, which would reduce the prevalence of manure dust generated during material movement activities.

No changes to the EIR are warranted because the Proposed Project would not generate new sources of manure. Manure from historical dairy operations would be removed from the ORSC site; thereby resulting in an improvement in air quality/odors from historic decomposition of existing manure.

O2-14 The City's expert disagrees with the Commenter's conclusion that the noise impact analysis in Section 5.13, *Noise*, does not provide an adequate assessment of the baseline noise conditions in the vicinity of the ORSC site. The ambient noise survey conducted for the Proposed Project (see pages 5.13-8 through 5.13-9) provides a conservative assessment of noise levels on the ORSC site and vicinity as described below.

The noise consultant completed two long-term (24-hour) measurements near and within the ORSC site to characterize the existing conditions at homes and land uses in the area. As identified by the Commenter, homes closer to the roadway are exposed to higher sound levels. However, existing roadway noise was captured in the existing traffic noise model (see page 5.13-9). For other analyses, such as that for concerts and sporting events, the measured baseline level is used since it is more conservative when assessing ambient degradation. Therefore, the baseline noise monitoring survey and the traffic noise modeling, included in Section 5.13.1.3, *Existing Conditions*, reflect the baseline noise conditions in the ORSC vicinity. For these reasons, no additional noise measurements are warranted to establish baseline conditions.

O2-15 At the request of the Commenter, Harris Miller Miller & Hanson Inc. (HMMH) conducted an ambient degradation analysis to disclose the net increase in noise levels that might occur with the Proposed Project. The construction noise analysis has been supplemented with a comparison of the construction noise levels compared to existing environmental conditions (see Appendix D1 of the Final EIR and Chapter 3, *Revisions to the Draft EIR*).

While the measured existing noise levels establish the baseline noise conditions, an increase in ambient noise levels for the Proposed Project is not applicable to construction activities. This type of threshold only identifies whether the noise is audible or clearly audible, whereas the use of an absolute threshold determines when such activities have the potential to be annoying to a substantial number of people. The use of an absolute significance threshold for construction noise determines whether temporary construction noise has become loud enough to become annoying above the background noise.

The 80 decibel (dBA) Leq 8-hour noise limit for daytime construction activities has been documented nationally[5], and within California as an absolute noise threshold suitable for construction activities. As cited in the City of Los Angeles construction noise threshold guidance[6], the 80 dBA absolute threshold would be similar to a noise increase of approximately 10 dBA (based on an existing 70 dBA ambient noise level, a typical noise level along major roadways) to 25 dBA (based on an existing 55 dBA ambient noise level, a typical noise level in a quieter residential neighborhood) over the ambient noise level, which is a similar setting as the City of Ontario where noise sensitive land uses are located. This is documented in Table 5.13-6, *Existing Traffic Noise Levels by Receptor Group,* as well as through ambient noise monitoring in Table 5.13-4, *Summary of Long-Term Noise Measurement Result: LT-01 (Cucamonga Channel Walking Path)*, and Table 5.13-5, *Summary of Long-Term Noise Measurement Results: LT-02 (South Whispering Lakes Lane)*.

For example, ambient noise levels for residential areas north of Riverside Drive closer to the ORSC site equate to 72 dBA Community Noise Equivalent Level (CNEL) (see Table 5.13-5) while receptors to the east have an ambient sound level of 59 dBA CNEL (see Table 5.13-4). As stated above, using the City of Los Angeles's construction noise threshold of 80 dBA would equate to a 10 dBA and 25 dBA increase in ambient sound levels for sensitive receptors surrounding the ORSC site. Therefore, based on the data and project setting, the City of Ontario has chosen to use the recommended Los Angeles construction noise threshold of 80 dBA, rather than an incremental increase from existing conditions to evaluate potential noise impact during the Proposed Project construction activities.

Pursuant to Section 15064(b)(2) of the CEQA Guidelines, "Lead agencies may also use thresholds on a case-by-case basis". Therefore, CEQA does not require that significance threshold be adopted and allows for use of significance thresholds so long as they are supported by substantial evidence. The City of Los Angeles's significance thresholds need

5 The 80 dBA Leq(8-hour) absolute threshold is used by the Federal Transit Administration (FTA) for construction noise near residential uses during daytime hours. Federal Transit Administration. 2018. Transit Noise and Vibration Impact Assessment Manual. https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/research-innovation/118131/transit-noise-and-vibration-impact-assessment-manual-fta-report-no-0123_0.pdf

6 Los Angeles, City of. 2023. December. Construction Noise and Vibration, Proposed Updates to Thresholds and Methodology. https://planning.lacity.gov/odocument/fba26ae5-ca95-48c3-aace-ae3bf0cb43b1/Construction%20Noise%20and%20Vibration%20-%20Proposed%20Updates%20to%20Thresholds%20and%20Methodology%20&%20Attachments.pdf

not be adopted to provide the substantial evidence needed for environmental impact evaluations. In fact, the Los Angeles construction noise and vibration guidance was based on input from expert stakeholders in environmental noise.[7]

O2-16 See response to Comment A2-15. As identified above, the 80 dBA absolute threshold for construction noise significance threshold is supported by substantial evidence and already considers an increase in ambient from construction activities of approximately 10 dBA increase in ambient along major roadways or 25 dBA increase in ambient in residential areas. As noted above, the 80 dBA construction noise threshold is supported by a preponderance of evidence in California and nationally.

It should be noted that because the construction analysis was modeled using SoundPlan, construction activities were modeled as area sources, which include multiple pieces of equipment. Figures 5.13-2 through 5.13-4 in the Draft EIR graphically show the distance from construction activities on the ORSC site to offsite sensitive receptors.

O2-17 At the request of the Commenter, the operational noise analysis has been supplemented with a comparison of the operational noise levels compared to existing environmental conditions (see Appendix D1 of the Final EIR and Chapter 3, *Revisions to the Draft EIR*).

While the existing noise levels establish the baseline noise conditions, the increase in ambient noise levels for the project is not applicable to construction activities, which only identify whether the noise is audible or clearly audible. The use of an absolute threshold determines when such activities have the potential to be annoying to a substantial number of people. In comparison an absolute significance threshold based on the municipal code determines whether long-term noise has become loud enough to become annoying. Therefore, the City has chosen to utilize the noise limits identified in the City's Municipal Code rather than an incremental increase from existing conditions as the threshold of significance for construction noise. The noise limits in the City's Municipal Code have been adopted via ordinance.

O2-18 The City disagrees with the Commenter's assertion that a 10 dB increase in ambient noise is a threshold of significance under CEQA. The Commenter has not provided substantial evidence as to why a 10 dB increase in ambient noise would be a threshold of significance for long-term operational noise under CEQA. The stadium noise and athletic field noise analysis is evaluated based on the hourly thresholds in the City's Municipal Code and is not a CNEL threshold that considers 24-hour average noise levels, with penalties for noise in the evening and nighttime hours. Stadium and athletic events within the ORSC site would not occur in the nighttime hours (defined by the City of Ontario as 10 PM – 7 AM)

[7] Public feedback is an integral part of determining community noise level criteria. The City of Los Angeles also conducted a hearing to hear and consider public testimony on the thresholds on December 20, 2023, as part of the threshold update.

when people are more sensitive to noise as most events would end by 9-10 PM during the evening period (7 PM – 10 PM).

The City disagrees with the soundpower reference level cited by the Comment. The sports facility referenced by the Commenter is for a stadium concert at a substantially larger venue than the Proposed Project (e.g., 68,500-to-82,500-person capacity compared to the Proposed Project's 6,000-person capacity). The input used in SoundPLAN assumed lower output quieter environment such as an acoustic band or easy listening music as a "festival concert" setting based on default source terms included in the SoundPLAN propagation software. This was selected based on feedback from the City on what types of concerts would take place at the future stadium. The Proposed Project is a 6,000-person capacity stadium that would not have heavy metal, rap, or rock concerts such as those that might be observed at larger stadiums like Santa Clara Stadium (62,500 capacity) or Giants Stadium (82,500 capacity), associated with sound power levels similar to those mentioned by the commentor of approximately 135 dB LwA. However, to provide an even more conservative analysis of concert noise, a more conservative concert source level has also been modeled at 100 dB LwA which is based on a small concert using source terms in the default SoundPLAN library (see Appendices D1 and D2 of the Final EIR and Chapter 3, *Revisions to the Draft EIR*). The result of this updated analysis resulted in incremental increases in the sound levels that are still well below the City of Ontario noise thresholds.

O2-19 This Comment serves as a conclusion to the statements provided in this Comment Letter. As discussed in the responses above, revisions have been made to the Draft EIR (see Chapter 3, *Revisions to the Draft EIR*), as appropriate, to address issues raised in this Comment Letter. City staff has reviewed the EIR and determined that none of this material constitutes the type of significant new information that requires recirculation of the DEIR for further public comment under CEQA Guidelines Section 15088.5. None of this new material indicates that the Proposed Project will result in a significant new environmental impact not previously disclosed in the DEIR. Additionally, none of this material indicates that there would be a significant increase in the severity of a previously identified environmental impact that will not be mitigated, or that there would be any of the other circumstances requiring recirculation described in Section 15088.5 of the CEQA Guidelines.

O2-20 The Comment summarizes information from the project description of the Draft EIR. Responses to the specific concerns raised are provided in the responses to Comments O2-21 through O2-26.

O2-21 See response to Comment O2-12. Mitigation Measure AQ-1 has been modified to include measures that would further minimize any potential worker exposure to Valley Fever cocci at the ORSC site (see Chapter 3, *Revisions to the Draft EIR*).

O2-22 See response to Comment O2-13. No changes to the EIR are warranted because the Proposed Project would not generate new sources of manure. Manure from historical dairy operations would be removed from the ORSC site; thereby resulting in an improvement in air quality/odors from historic decomposition of existing manure.

O2-23 See response to Comment O2-6. The City has determined Mitigation Measure AQ-1 to be effective at mitigating the Proposed Project's potentially significant construction impacts and the Commenter's speculation that it may be infeasible due to the lack of availability of Tier 4 equipment is without support. However, at the request of the Commenter, Mitigation Measure AQ-1 was modified to define what "commercially available" would constitute for securing Tier 4 equipment and include alternative emission control equipment to ensure emission reductions in the unlikely event that Tier 4 Final equipment not be available (see Chapter 3, *Revisions to the Draft EIR*).

O2-24 See response to Comment O2-10 and O2-11. At the request of the Commenter, the ASTM standard has been revised in Mitigation Measure HAZ-1 (see Chapter 3, *Revisions to the Draft EIR*).

O2-25 See response to Comment O2-7. Emissions from backup generators are speculative as this information is currently unknown. However, at the request of the Commenter, Section 5.3, *Air Quality*, and Section 5.8, *Greenhouse Gas Emissions*, was modified to incorporate emissions from up to four backup generators (see Chapter 3, *Revisions to the Draft EIR*). The addition of four generators would not cause an exceedance of the South Coast AQMD thresholds or substantially increase impacts evaluated in the Draft EIR.

O2-26 The Comment concludes that the Proposed Project could result in significant impacts if allowed to proceed. No response is necessary.

O2-27 The Comment summarizes the Commenter's qualifications for the review of the Proposed Project's noise analysis and provides information about health effects caused by noise. The specific issues raised by the Commenter are provided in response to Commenter O2-28 through O2-34.

O2-28 See response to Comment O2-14. The City's expert disagrees with the Commenter's conclusion that the noise impact analysis in Section 5.13, *Noise*, does not provide an adequate assessment of the baseline noise conditions in the vicinity of the ORSC site. The ambient noise survey conducted for the Proposed Project (see pages 5.13-8 through 5.13-9) provides a conservative assessment of noise levels on the ORSC site and vicinity. Additionally, the ambient noise survey was supplemented by traffic noise modeling (see page 5.13-9). The baseline noise monitoring survey and the traffic noise modeling included in Section 5.13.1.3, *Existing Conditions*, reflect the baseline noise conditions in the ORSC vicinity.

O2-29 See response to Comments O2-15 and O2-16. The 80 dBA construction noise threshold is supported by a preponderance of evidence in California and nationally. Pursuant to Section 15064(b)(2) of the CEQA Guidelines, "Lead agencies may also use thresholds on a case-by-case basis". Therefore, CEQA does not require that significance threshold be adopted and allows for use of significance thresholds so long as they are supported by substantial evidence.

It should be noted that because the construction analysis was modeled using SoundPlan, construction activities were modeled as area sources, which include multiple pieces of equipment. Figures 5.13-2 through 5.13-4 in the Draft EIR graphically show the distance from construction activities on the ORSC site to offsite sensitive receptors.

O2-30 Construction noise levels were predicted using area sources in SoundPLAN. The area sources represent the entire proposed work area for each work phase and mirror the phase boundaries and ORSC areas within the report figures. The source levels used for each area source incorporate all projected equipment types, quantities, and estimated used for each construction phase. The predicted construction noise levels assume a worst-case scenario where all equipment would be operating simultaneously under the usage factor assigned in Roadway Construction Noise Model (RCNM). This assumption is conservative because it is unlikely that all equipment would operate simultaneously for the entire construction effort at a given construction area.

O2-31 See response to Comment O2-15. A supplemental memorandum has been completed to compare construction noise levels to the measured, ambient conditions (see Final EIR Appendix D1). Mitigated construction noise levels utilize a conservative noise level reduction of 5 dB from noise blankets.

O2-32 See response to Comments O2-17 and O2-18. The stadium noise and athletic field noise analysis is evaluated based on the hourly thresholds in the City's Municipal Code and is not a CNEL threshold that considers 24-hour average noise levels, with penalties for noise in the evening and nighttime hours. Stadium and athletic events within the ORSC site would not occur in the nighttime hours (defined by the City of Ontario as 10 PM – 7 AM) when people are more sensitive to noise as most events would end by 9-10 PM which is within the evening period (defined as 7 PM – 10 PM)..

At the request of the Commenter, the operational noise analysis has been supplemented with a comparison of the operational noise levels compared to existing environmental conditions (see Appendix D of the Final EIR and Chapter 3, *Revisions to the Draft EIR*). The result of this updated analysis resulted in incremental increases in the sound levels that are still well below the City of Ontario noise thresholds.

O2-33 See response to Comment O2-18 regarding concert noise. The City disagrees with the soundpower reference level cited by the Commenter. The sports facility referenced by the Commenter is for a stadium concert at a substantially larger venue than the Proposed

Project (e.g., 68,500-to-82,500-person capacity compared to the Proposed Project's 6,000-person capacity). At the request of the Commenter, the stadium concert noise scenario has been supplemented with an additional noise modeling scenario that considers a "Pavilion with band (minor electroacoustic amplification)" concert event with a sound power level of 100 dBA (see Appendices D1 and D2 of the Final EIR and Chapter 3, *Revisions to the Draft EIR*). The result of this updated analysis resulted in incremental increases in the sound levels that are still well below the City of Ontario noise thresholds.

O2-34 See response to Comment O2-14 and O2-28 related to the baseline noise measurements.

Page J5-13 of Appendix J5, Commercial/Miscellaneous Noise Technical Report, details the information related to the HVAC analysis. The report indicates recommended design noise levels for the HVAC equipment for each facility to ensure noise impact will not occur at nearby noise sensitive land uses. Additionally, the design recommendations for HVAC noise to achieve the municipal code limits were included as Mitigation Measures N-2 and N-3.

O2-35 The Comment summarizes the issues raised in the preceding comments within this letter, which are addressed in the responses to Comments O2-28 through O2-34, above.

3. Revisions to the Draft EIR

3.1 INTRODUCTION

This section contains revisions to the DEIR based upon (1) additional or revised information required to prepare a response to a specific comment; (2) applicable updated information that was not available at the time of DEIR publication; and/or (3) typographical errors. This section also includes additional mitigation measures to fully respond to commenter concerns as well as provide additional clarification to mitigation requirements included in the DEIR.

None of the revisions to the DEIR require recirculation of the document. Recirculation is only required when significant new information is added. Information is not significant unless the EIR is changed in a way that deprives the public of a meaningful opportunity to comment upon a substantial adverse environmental effect or a feasible way to mitigate or avoid such an effect. Recirculation is not required where the new information merely clarifies, amplifies, or makes insignificant modifications. (CEQA Guidelines Section 15088.5.) As explained below, none of the changes adds any new significant information and recirculation is not required.

3.2 DEIR REVISIONS IN RESPONSE TO WRITTEN COMMENTS

The following text has been revised in response to comments received on the DEIR. Revisions are shown in double underline for additions and ~~strikeout~~ for subtractions.

Pages 4-17 through 4-18, Table 4-1, *Cumulative Projects within a Three-Mile Radius*, Chapter 4, *Environmental Setting*. The following table has been revised in response to Comment A4-1 from Eastvale to ensure that Table 4-1 includes the complete list of cumulative projects included in the Traffic Impact Analysis in Appendix L2 (page L2-364) of the Draft EIR.

Table 4-1 Cumulative Projects Within a Three-Mile Radius

Project/Applicant Name	Location	Project Type/Size	Status
Piemonte/Airport Area (City of Ontario)			
File No. PDEV20-008 – Industrial Development	Northeast corner of Airport Drove/Haven Avenue	200,291 SF of industrial building space	Entitled
File No. PDEV 19-025 Palmer Apartments / Commercial Retail	Southeast corner of Vineyard and Inland Empire Blvd	950 residential units 5,000 SF of commercial building space	Entitled, under construction
File PDEV19-067: Hyatt Dual Hotel 265 Rooms	Southeast corner of Archibald/Inland Empire	157,370 SF of commercial building space	Entitled
File No. PDEV19-054-Townhomes	Southwest corner of Via Alba/Via Villagio	72 residential units	Entitled, under construction

3. Revisions to the Draft EIR

Table 4-1 Cumulative Projects Within a Three-Mile Radius

Project/Applicant Name	Location	Project Type/Size	Status
File No. PDEV19-061 - Townhomes	Northeast corner of Ontario Center Parkway/ Via Alba	110 residential units	Entitled, under construction
File No. 21-013 - Retail Shopping Center	Southeast corner of Haven Ave. and 4th Street	91,163 SF of commercial building space	Entitled, under construction
File No. PDEV17-016 - Cambria Hotel- 124 Rooms	535 N Turner Avenue	83,500 SF of commercial building space	Entitled
PDEV21-018 - Industrial Development	Southeast corner of Jurupa/Milliken	168,172 SF of industrial building space	Entitled
PDEV22-014 Residential/Commercial Development	Southeast and Southwest corners of Via Piemonte and Via Villagio	694 residential units 63,655 SF of commercial building space	Entitled
File No. PDEV21-047 - Industrial	East of Haven Avenue, west of Doubleday and Dupont Avenues, north of Jurupa Street and south of Airport Drive	4,263,454 SF of industrial building space	Entitled
File No. PDEV19-057- Industrial	Northeast corner of Haven Ave. and 60FWY	281,000 SF of industrial building space	Entitled, in process
File PDEV18-031 - Commercial/Industrial	Southwest corner of Riverside Drive and Hamner	52,000 SF of commercial building space 968,092 SF of industrial building space	Entitled, in process
File No. PDEV19-059- Industrial	Northwest corner of Riverside Drive and Milliken Avenue	5,552 SF of commercial building space 295,991 SF of industrial building space	Entitled, in process
File No. PDEV21-003- Industrial	1486 East Holt	26,000 SF of industrial building space	Entitled, in process
File No. PDEV22-009- Industrial	Southeast corner of Sultana Avenue and Mission Blvd	79,323 SF of industrial building space	Entitled
File No. PDEV21-035- Industrial	Southeast corner of Sultana Avenue and Belmont Street	59,984 SF of industrial building space	Entitled
File No. PDEV21-037- Industrial	1516 South Bon View Avenue	167,400 SF of industrial building space	Entitled
File No. PDEV22-012 - Commercial	West side of Archibald Avenue approximately 300 feet south of Philadelphia Street	7,225 SF of commercial building space	Entitled
File No. PDEV21-045 - Commercial	2575 South Archibald Avenue	1,796 SF of commercial building space	Entitled
TOTAL		1,826 residential units 783,590 SF of commercial space 6,509,707 SF of industrial space	
Additional Cumulative Projects in the Traffic Study Area			
PDEV21-018 - Industrial Development	SE Corner Jurupa Ave/Milliken Ave	Industrial Park: 168,170 SF	Approved
File No. PDEV19-057- Industrial	NE Corner Haven Ave/SR-60	Industrial Park: 2,810 SF	In Review

Table 4-1 Cumulative Projects Within a Three-Mile Radius

Project/Applicant Name	Location	Project Type/Size	Status
File PDEV18-031 - Commercial/Industrial	SE Corner Riverside Drive/Hamner Ave	Shopping Plaza (40,000-150,000): 520 SF	In Review
File PDEV18-031 - Commercial/Industrial	SE Corner Riverside Drive/Hamner Ave	Industrial Park: 968,030 SF	In Review
File No. PDEV19-059-Industrial	NE Corner Riverside Drive/Milliken Ave	Strip Retail Plaza (<40,000): 5,550 SF	In Review
File No. PDEV19-059-Industrial	NE Corner Riverside Drive/Milliken Ave	Industrial Park: 295,990 SF	In Review
File No. PDEV21-037-Industrial	1516 South Bon View Avenue	Industrial Park: 167,400 SF	In Review
Industrial Building(s)	SW corner of Milliken and SR-60	Industrial Park: 39,330 SF	Approved
Ontario Ranch Business Park SP	NE Corner Merrill Ave/Euclid Ave	Warehousing/Business Park: 1,905,030 SF	Approved
Merrill Commerce Center SP	Eucalyptus Ave/Grove Ave	Warehousing/Mixed Use: 8,455,000 SF	Approved
South Ontario Logistics Center SP	Eucalyptus Ave/Campus Ave	Warehousing: 5,333.52 SF	Approved
Ontario Ranch Business Park SP Expansion	NE Corner Merrill Ave/Euclid Ave	Warehousing/Business Park: 1,640,690 SF	Approved
Rich Haven Specific Plan Commercial	Riverside Drive/Haven Ave	Shopping Center (>150,000): 204,500 SF	Approved
Portion of Grand Park SP	SE Corner Ontario Ranch Rd/Archibald Ave	SF Attached Housing: 362 dwelling units	Approved
Edenglen	Riverside Drive/Mill Creek Ave	MF Housing (Low Rise): 108 dwelling units	Approved
Rich Haven	Twinkle Ave/Moonlight St	MF Housing (Low Rise): 120 dwelling units	Approved
The Avenue	Ontario Ranch Road/Mill Creek Ave	SF Detached Housing: 106 dwelling units	Approved
The Avenue School	Ontario Ranch Road/Mill Creek Ave	Elementary School: 800 students	Approved
Parkside Specific Plan (SF)	Ontario Ranch Road/Archibald Ave	SF Detached Housing: 540 dwelling units	Approved
Parkside Specific Plan (MF)	Ontario Ranch Road/Archibald Ave	MF Housing (Low Rise): 508 dwelling units	Approved
Commercial	Hellman Ave and Eucalyptus Ave	Shopping Center (>150,000): 2,100 SF	Approved
SF Residential	SE Corner Eucalyptus Ave/Haven Ave	SF Detached Housing: 3,733 dwelling units	Approved
Commercial	SE Corner Eucalyptus Ave/Haven Ave	Shopping Plaza (40,000-150,000): 870 SF	Approved
Elementary School	Ontario Ranch Area TBD	Elementary School: 800 students	Approved
Middle School	Ontario Ranch Area TBD	Middle School: 1,200 students	Approved

3. Revisions to the Draft EIR

Table 4-1 Cumulative Projects Within a Three-Mile Radius

Project/Applicant Name	Location	Project Type/Size	Status
Total Preserve SP - SF Res	Pine Ave and Hellmann Ave	SF Detached Housing: 1,791 dwelling units	Approved
Total Preserve SP - MF Res	Pine Ave and Hellmann Ave	MF Housing (Low Rise): 2,675 dwelling units	Approved
Majestic Chino Logistics Center	SE Mountain Ave/Bickmore Ave	Various: 2,082,750 SF	Approved
Industrial Building(s)	13404 Yorba Ave	Industrial Park: 325,000 SF	Approved
Preserve SP Business Park	Pine Ave and Hellmann Ave	Various: 7,980,000 SF	Approved
Altitude Business Center (Preserve SP)	Kimball Avenue and Terminal Court	Industrial Park: 50,000 SF	Approved
SF/MF Housing	West of Meadowhouse/Desert Holly	MF Housing (Low Rise): 149 dwelling units	Approved
Preserve SP - Industrial	Pine Ave and Hellmann Ave	Industrial Park: 925,360 SF	Approved
Commercial	NE Corner of Euclid Ave and Schafer Ave	Shopping Plaza (40,000-150,000): 71,360 SF	In Review
Industrial Building(s)	13610 Yorba Ave	Industrial Park: 305,000 SF	In Review
FedEx	SW corner of Fern Ave and Bickmore Ave	Industrial Park: 476,290 SF	Approved
El Pollo Loco	6981 Schaefer Ave	Fast Food Restaurant with Drive Through: 2,000 SF	Approved
Goodman-Commerce Center Offices	SW Corner Bickmore Ave and San Antonio Ave	Business Park: 160,000 SF	Approved
Goodman-Commerce Center Shopping Center	SW Corner Bickmore Ave and San Antonio Ave	Shopping Plaza (40,000-150,000):63,000 SF	Approved
Commercial	5985 Eucalyptus Ave	Shopping Plaza (40,000-150,000): 50,630 SF	In Review
Church	5985 Eucalyptus Ave	Church: 27,000 SF	In Review
Commercial	6312 Riverside Drive	Strip Retail Plaza (<40,000): 6,440 SF	In Review
Restaurant	6312 Riverside Drive	Fast Food Restaurant with Drive Through: 2,310 SF	In Review
Car Wash	6312 Riverside Drive	Automatic Car Wash: 3,610 SF	In Review
Leal SP - 168 units	NE Corner of Hamner Ave/Limonite Ave	MF Housing (Low Rise): 168 dwelling units	In Review
Leal SP - 102 units	NE Corner of Hamner Ave/Limonite Ave	MF Housing (Low Rise): 102 dwelling units	In Review
Leal SP - 94 units	NE Corner of Hamner Ave/Limonite Ave	SF Detached Housing: 94 dwelling units	In Review
Leal SP - 74 units	NE Corner of Hamner Ave/Limonite Ave	SF Detached Housing: 74 dwelling units	In Review
Leal SP - 320 units	NE Corner of Hamner Ave/Limonite Ave	MF Housing (Low Rise): 320 dwelling units	In Review

Table 4-1 Cumulative Projects Within a Three-Mile Radius

Project/Applicant Name	Location	Project Type/Size	Status
Restaurant Building	SE Corner of Hamner Ave and Schleisman Rd	High Turnover Sit Down Restaurant: 7,760 SF	Approved
Business Park	NE Corner of Hamner Ave and Goodman Way	Business Park: 249,970 SF	Approved
Fast Food Pad	NW Corner of Archibald Ave and Chandler Ave	Fast Food Restaurant with Drive Through: 2,210 SF	Approved
Walmart Eastvale	14100 Limonite Ave	Commercial/Gas Station: 177 SF; 16 gas pumps	Approved
Homestead	Archibald Ave and Limonite Ave	Industrial Park: 1,080,600 SF	Approved
TOTAL TRAFFIC STUDY AREA		27,732,791 Commercial/Industrial Square Feet 10,850 Dwelling Units 2,800 Students 16 gas pumps	

Pages 5.1-27, Section 5.1, *Aesthetics*. Information regarding the parking lot lighting has been added.

As discussed above, for the purposes of this analysis, a standard of 0.9 foot-candle was used for a significance determination because this standard considers both the type of adjacent land uses as well as the time of day the lights would be on. The spill light and light trespass from the proposed lighting at the 0.9 fc contour is shown on Figure 5.1-7a, *Sports Field and Stadium Lighting Spill (0.9 Foot-Candle Threshold).* Additionally, the light spill at the 0.5 fc and 0.3 fc contours is provided in Figures 5.1-7b, *Sports Field and Stadium Lighting Spill (0.5 Foot-Candle Threshold),* and 5.1-7c, *Sports Field and Stadium Lighting Spill (0.3 Foot-Candle Threshold)*, respectively. Parking lots would also have light poles that range in height from 25-30 feet. However, the potential for light spillage from parking lot areas is lower than that of the Stadium and City Park facilities because the light poles would not be as tall (i.e., 25 to 30 feet compared to 99 to 110 feet for the stadium and sports fields). Lighting for parking lot areas would comply with Municipal Code Section 4-11which requires a minimum of one footcandle of light on the parking surface during the hours of darkness. Parking lots would not directly abut adjacent residential areas and would fall below the 0.9 fc contour lighting threshold.

3. Revisions to the Draft EIR

Pages 5.3-31 through 5.3-32, Table 5.3-11, *Ontario Regional Sports Complex Regional Operation Emissions: Worst Case Saturday with Events,* Table 5.3-12, *Ontario Regional Sports Complex Regional Operation Emissions: Average Weekday*, and Table 5.3-13, *ORSC Overlapping Construction and Operational Phase Emissions*, Section 5.3, *Air Quality*. Potential stationary source emissions from backup generators have been incorporated into the emissions modeling tables in response to Comments O2-7 from CARE CA.

Table 5.3-11 Ontario Regional Sports Complex Regional Operation Emissions: Worst Case Saturday with Events

Source	Maximum Daily Emissions (lbs./day)					
	VOC	NO_x	CO	SO_2	PM_{10}	$PM_{2.5}$
ORSC						
Mobile	86	43	735	1	156	40
Area	33	<1	54	<1	<1	<1
Energy	<1	3	3	<1	<1	<1
Stationary Sources (Generators)	1	2	2	<1	<1	<1
Total	~~119~~ 120	~~46~~ 48	~~792~~ 794	2	156	40
South Coast AQMD Regional Threshold	55	55	550	150	150	55
Exceeds Threshold?	Yes	No	Yes	No	Yes	No

Source: CalEEMod Version 2022.1. Highest winter or summer emissions are reported. (see Appendix D1)
Notes: lbs. = Pounds.

Table 5.3-12 Ontario Regional Sports Complex Regional Operation Emissions: Average Weekday

Source	Maximum Daily Emissions (lbs./day)					
	VOC	NO_x	CO	SO_2	PM_{10}	$PM_{2.5}$
ORSC						
Mobile	59	31	535	1	115	30
Area	33	0	54	<1	<1	<1
Energy	<1	3	3	<1	<1	<1
Stationary Sources (Generators)	1	2	2	<1	<1	<1
Total	~~92~~ 93	~~34~~ 36	~~592~~ 594	1	116	30
South Coast AQMD Regional Threshold	55	55	550	150	150	55
Exceeds Threshold?	Yes	No	Yes	No	No	No

Source: CalEEMod Version 2022.1. Highest winter or summer emissions are reported. (see Appendix D1)
Notes: lbs. = Pounds.

Table 5.3-13 ORSC Overlapping Construction and Operational Phase Emissions

Source	Maximum Daily Emissions (lbs/Day)					
	VOC	NO_x	CO	SO_2	PM_{10}	$PM_{2.5}$
Construction Phase	82	224	406	1	23	7
ORSC Operational Phase	~~119~~ 120	~~46~~ 48	~~792~~ 794	2	156	40
Total Combined Maximum Daily	~~201~~ 202	~~270~~ 272	~~1,198~~ 1,200	3	179	47

Source: CalEEMod Version 2022.1. Highest winter or summer emissions are reported. (see Appendix D1)
Note: lbs = Pounds.

Page 5.3-43, Table 5.3-16, *ORSC Localized On-Site Operational Emissions*, Section 5.3, *Air Quality*. Potential stationary source emissions from backup generators have been incorporated into the emissions modeling tables in response to Comments O2-7 from CARE CA.

Table 5.3-16 ORSC Localized On-Site Operational Emissions

Source	Onsite Pollutants (lbs/day)			
	NO_X	CO	PM_{10}	$PM_{2.5}$
Area Sources	<1	54	<1	<1
Energy Sources	3	3	<1	<1
Stationary Sources (Generators)	2	2	≤1	≤1
Total	~~6~~ 4	~~57~~ 59	<1	<1
South Coast AQMD Screening-Level LST[1]	270	2,193	4	2
Exceeds Screening-Level LST?	No	No	No	No

Sources: CalEEMod Version 2022.1; South Coast AQMD 2009.
Notes: In accordance with South Coast AQMD methodology, only on-site stationary sources and mobile equipment on the ORSC site are included in the analysis.
[1] Operational LSTs are based on a 5-acre site and sensitive receptors within 82 meters (25 feet) in SRA 33.

Page 5.3-48, Section 5.3, *Air Quality*. The following mitigation measure has been amended in response to Comments O2-6, O2-12, and O2-23 from CARE CA.

AQ-1 The City of Ontario shall require the construction contractor to incorporate the following to reduce air pollutant emissions during construction activities:

- Use construction equipment rated by the United States Environmental Protection Agency as having Tier 4 (model year ~~2008~~ 2015 or newer) Final or stricter emission limits for all off-road construction equipment. If Tier 4 Final equipment is not commercially available for a specific piece of equipment, the applicant shall provide documentation (e.g., rental inventory requests), to the City's satisfaction, or otherwise demonstrate its unavailability to the City of Ontario prior to the issuance of any construction permits and replacement equipment used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by the California Air Resources Board regulations.

- If Tier 4 Final equipment is not available, the construction contractor(s) and subcontractor(s) affected shall use Tier 4 Interim equipment.
- If Tier 4 Interim equipment is not available, the construction contractor(s) and subcontractor(s) affected shall use then Tier 3 equipment outfitted with a level 3 diesel particulate filter.
- For purposes of this mitigation measure, "commercially available" shall mean the availability of Tier 4 engines similar to the availability for other large-scale construction projects in the City occurring at the same time and taking into consideration factors such as (i) potential significant delays to critical-path timing of construction and (ii) geographic proximity to the project site of Tier 4 equipment.

- During construction, the construction contractor shall maintain a list of all operating equipment in use on the construction site for verification by the City of Ontario. The construction equipment list shall state the makes, models, Equipment Identification Numbers, Engine Family Numbers, and number of construction equipment on-site.
- Use paints with a VOC content that meets the South Coast Air Quality Management District Super Compliant architectural coatings standard of 10 grams per liter (g/L) or less (i.e.,) for coating architectural surfaces.
- Comply with South Coast Air Quality Management District Rule 403, including the following measures:
  - Provide National Institute for Occupational Safety and Health (NIOSH)-approved respirators for workers with a prior history of Valley Fever.
  - Half-face respirators equipped with a minimum N-95 protection factor for use during worker collocation with surface disturbance activities. Half-face respirators equipped with N-100 or P-100 filters should be used during digging activities. Employees should wear respirators when working near earth-moving machinery.
  - Post warnings onsite and consider limiting access to visitors, especially those without adequate training and respiratory protection.

These identified measures shall be incorporated into all appropriate construction documents (e.g., construction management plans) submitted to and verified by the City.

Page 5.3-52, Tables 5.3-18, *Mitigated Ontario Regional Sports Complex Regional Operation Emissions: Worst Case Saturday*, and Table 5.3-19, *Mitigated Ontario Regional Sports Complex Site Regional Operation Emissions: Average Weekday,* Section 5.3, *Air Quality*. Potential stationary source emissions from backup generators have been incorporated into the emissions modeling tables in response to Comments O2-7 from CARE CA.

Table 5.3-18 Mitigated Ontario Regional Sports Complex Regional Operation Emissions: Worst Case Saturday

Source	Maximum Daily Emissions (lbs./day)					
	VOC	NO_x	CO	SO_2	PM_{10}	$PM_{2.5}$
ORSC						
Mobile	86	43	735	1	156	40
Area[1]	24	0	0	0	0	0
Energy	0	3	3	0	0	0
Stationary Sources (Generators)	1	2	2	≤1	≤1	≤1
Total	~~110~~ 111	~~46~~ 48	~~738~~ 740	2	156	40
South Coast AQMD Regional Threshold	55	55	550	150	150	55
Exceeds Threshold?	Yes	No	Yes	No	Yes	No
Unmitigated Emissions	~~119~~ 120	~~46~~ 48	~~792~~ 794	2	156	40
Mitigated Emissions	~~110~~ 111	~~46~~ 48	~~738~~ 740	2	156	40
Percent Reduction	8%	0%	7%	0%	0%	0%

Source: CalEEMod Version 2022.1. Highest winter or summer emissions are reported. (see Appendix D1)
Notes: lbs. = Pounds.
[1] Includes implementation of Mitigation Measure AQ-2.

Table 5.3-19 Mitigated Ontario Regional Sports Complex Site Regional Operation Emissions: Average Weekday

Source	Maximum Daily Emissions (lbs./day)					
	VOC	NO_x	CO	SO_2	PM_{10}	$PM_{2.5}$
ORSC						
Mobile	59	31	535	1	115	30
Area[1]	24	0	0	0	0	0
Energy	0	3	3	0	0	0
Stationary Sources (Generators)	1	2	2	≤1	≤1	≤1
Total	~~83~~ 84	~~34~~ 36	~~538~~ 540	1	115	30
South Coast AQMD Regional Threshold	55	55	550	150	150	55
Exceeds Threshold?	Yes	No	No	No	No	No
Unmitigated Emissions	~~92~~ 93	~~34~~ 36	~~592~~ 594	1	116	30
Mitigated Emissions	~~83~~ 84	~~34~~ 36	~~538~~ 540	1	115	30
Percent Reduction	10%	0%	9%	0%	1%	0%

Source: CalEEMod Version 2022.1. Highest winter or summer emissions are reported. (see Appendix D1)
Notes: lbs. = Pounds.
[1] Includes implementation of Mitigation Measure AQ-2.

3. Revisions to the Draft EIR

Page 5.8-23, Table 5.8-5*, Ontario Regional Sports Complex Operational GHG Emissions,* Section 5.8, *Greenhouse Gas Emissions*. Potential stationary source emissions from backup generators have been incorporated into the emissions modeling tables in response to Comments O2-7 from CARE CA.

Table 5.8-5 Ontario Regional Sports Complex Operational GHG Emissions

Source	ORSC $MTCO_2e$
Mobile	17,369
Area	25
Energy	4,149
Stationary Sources (Generators)	15
Water	120
Solid Waste	94
Refrigerants	20
Total Emissions	~~21,777~~ 21,792
Exceeds No Net Increase Threshold	Yes

Source: CalEEMod v. 2022.1. (see Appendix D1)

Page 5.8-25 to 5.8-26, Section 5.8, *Greenhouse Gas Emissions*. The following text has been revised to ensure internal consistency with the overall significance conclusions on page 5.8-33 for consistency with the SCS for Impact 5.8-2. This change does not add any new significant information as Impact 5.8-2 is identified as a significant impact in the Draft EIR, including in Section 5.8-2 on page 5.8-33.

Connect SoCal does not require that local general plans, proposed projects, or zoning be consistent with the SCS, but provides incentives for consistency to governments and developers. It is anticipated that long-term and short-term (i.e., construction) jobs would be absorbed by the local and regional labor force, which would contribute to minimizing passenger vehicle VMT. However, as discussed in Section 5.17, *Transportation*, the ORSC would continue to result in a substantial increase in total VMT in the city and would exceed the City's VMT threshold. Therefore, while the ORSC would be generally consistent with Connect SoCal, it would remain inconsistent with the underlying VMT-reducing goals of SCAG's Connect SoCal; and therefore, and impacts related to consistency with SCAG's Connect SoCal would be ~~less than~~ potentially significant.

Page 5.8-33, Table 5.8-8*, Mitigated Ontario Regional Sports Complex Site Operational GHG Emissions,* Section 5.8, *Greenhouse Gas Emissions*. Potential stationary source emissions from backup generators have been incorporated into the emissions modeling tables in response to Comments O2-7 from CARE CA.

Table 5.8-8 Mitigated Ontario Regional Sports Complex Site Operational GHG Emissions

Source	ORSC $MTCO_2e$
Mobile	17,369
Area	0
Energy	4,154
Stationary Sources (Generators)	15
Water	120
Solid Waste	94
Refrigerants	20
Total Emissions[1]	~~21,757~~ 21,772
Exceeds No Net Increase Threshold	Yes

Source: CalEEMod v. 2022.1. (See Appendix D1)
[1] Includes Mitigation Measures GHG-1 and GHG-2 and Mitigation Measure AQ-2.

Page 5.9-40 through 5.9-41, Section 5.9, *Hazards and Hazardous Materials*. The following mitigation measure has been amended in response to Comments O2-9 through O2-11 from CARE CA.

HAZ-1 Prior to the issuance of demolition permits or grading permits, whichever is issued first, for individual development projects in the ORSC site, the project applicant/developer shall submit a Phase II Environmental Site Assessment (ESA) to the City of Ontario prepared under the responsible charge of a Professional Geologist or Professional Engineer. The Phase II ESA shall be prepared ~~by an Environmental Professional~~ in accordance with the American Society of Testing and Materials (ASTM) ~~Standard E: 1527-21 Environmental Site Assessment Standard Practice (ASTM E1527-21)~~ Designation: E1903-19, *Standard Practice for Environmental Site Assessments (ESA): Phase II Environmental Site Assessment Process* (ASTM, E 1903-19). ~~The purpose of the Phase II ESA is to evaluate the presence of Recognized Environmental Conditions (RECs) in connection with the site. The term Recognized Environmental Conditions is defined in Section 1.1.1 of the ASTM Standard Practice as the presence or likely presence of any hazardous substances or petroleum products in, at or on a property due to any release to the environment; under conditions indicative of a release to the environment; or under conditions that pose a material threat of a future release to the environment.~~ If the site is found to be impacted with potential contaminants of concern at levels exceeding applicable regulatory thresholds, the project applicant shall remediate all contaminated media, under the oversight and in accordance with state and local agency requirements of the ~~(~~California Department of Toxic Substances Control (DTSC), Regional Water Quality Control Board, Ontario Fire Department and/or County of San Bernardino, as applicable to their oversight jurisdictions~~, etc.)~~. For minor issues the Project Environmental Consultant may self-

certify with approval from the City. All contaminated soils and/or material encountered shall be disposed of at a regulated site and in accordance with applicable laws and regulations prior to the completion of grading.

Prior to the issuance of building permits, a report documenting the field activities, results, and any additional recommendations shall be provided to the City of Ontario evidencing that all site remediation activities have been completed inclusive of environment oversight agency document of no further action determinations, as applicable.

Additionally, the following specific conditions shall be adhered to:

- **Pesticides.** Prior to the issuance of a demolition permit for any building or structure or the issuance of a grading permit, whichever is issued first, the construction contractor shall provide proof to the City that there are no pesticides on the site that exceed Environmental Protection Agency Regional Screening Levels (EPA RSLs) or Water Board Environmental Screening Levels (ESLs), whichever is more stringent. If on-site pesticides exceed the applicable screening levels, measures shall be taken in compliance with all applicable local, State and federal regulations to either remediate the pesticides on-site, or remove and properly dispose of the pesticides and proof shall be provided to the City of their safe remediation or removal as permitted by law along with agency oversight documentation of no further action determination by DTSC.

- **Methane.** The construction contractor shall submit a subsurface methane soil gas report to the City Building Department, in general accordance with their methane ordinance, to screen for the presence of elevated levels of methane gas prior to installation of building foundations. The recommendations in the subsurface methane soil gas report to remove or remediate any soils with methane gas levels that exceed accepted regulatory levels shall be implemented in accordance with all applicable laws and regulations as determined by the City Building Department.

- **Stained Soil – Pietersma Family Trust.** Prior to the issuance of a demolition permit for any building or structure or the issuance of a grading permit, whichever is issued first, shallow soils impacted with Diesel Range Total Petroleum Hydrocarbons (TPH-d) in excess of commercial and residential screening levels adjacent to the aboveground storage tanks in the hazardous materials storage area of the Pietersma Family Trust (parcels 0218-101-01, 0218-101-02, 0218-101-07, 0218-101-08, 0218-102-10, and 0218-102-11) shall be removed and disposed of in accordance with current regulations. Confirmation sampling shall be conducted as required by current regulations after removal to verify that the impacted soil has been adequately removed from the site or treated *insitu* (in place) as deemed appropriate by the Project Environmental Consultant at the discretion of the City. If during grading activities hydrocarbon (TPH) stained soil areas are discovered, grading within the area shall be temporarily halted and redirected around the area until the appropriate evaluation and follow-up measures are implemented. TPH stained soil shall be removed and transported off-site at a State approved disposal site under the

observation of the Project Environmental Consultant and confirmation samples collected from the sidewalls and bottom of each excavation area. The confirmation samples shall be transported to a state certified laboratory and analyzed for TPH in accordance with EPA Methods 8015M and 8015B, to ensure that TPH stained soil has been adequately removed from the site. Based on the laboratory results and at the discretion of the City, the San Bernardino County Fire Department, the Project Environmental Consultant, or the City shall determine when the area of the site is suitable for grading activities to resume.

- **Underground Storage Tanks (UST) – 15 Dairy LLC**. Prior to the issuance of a demolition permit for any building or structure or the issuance of a grading permit, whichever is issued first, subsurface sampling shall be performed in the vicinity of the structures in the northern portion of the 15 Dairy LLC (parcels 0218-111-08, 0218-111-11, 0218-111-12, 0218-111-49, and 0218-111-50) where hazardous materials were likely stored according to historical inspection reports. A geophysical survey should be completed to determine whether any Underground Storage Tanks (USTs) are present at the property. Exploratory trenching is required to address and identify anomalies prior to soil sampling. Should USTs be discovered, subsurface sampling in the vicinity of the UST(s) is recommended to assess for any potential releases that have impacted subsurface soils. All contaminated soils and/or material encountered shall be disposed of at a regulated site and in accordance with applicable laws and regulations prior to the completion of grading. The San Bernardino County Fire Department shall be the lead environmental oversight agency for UST removal activities.
- **Soil Vapor Testing – JCLIN Investment, LP.** Soil vapor sampling in the northern portion of JCLIN Investment, LP (parcels 0218-101-03, 0218-101-04, 0218-101-05, and 0218-101-06) shall be conducted to evaluate whether historical possible drycleaning activities off-site have impacted the subsurface soil vapor beneath the property. The San Bernardino County Fire Department or Department of Toxic Substances Control shall be the lead agency.

3. Revisions to the Draft EIR

Page 5.13-21, Table 5.13-13, *Concert Source Levels*, Section 5.13, *Noise*. The following table been amended in response to Comments O2-14 through O2-18 and Comments O2-28 through O2-34 from CARE CA.

Table 5.13-13 Concert Source Levels

Source	Lw[1]
Public Festivals (Band)	75.0 dB
Scenario 2: Band on Pavilion	100.0 dB
Spectators	73.0 dBA

Source: HMMH 2024c.
[1] Public festivals and spectators sound power levels (Lw) on a decibel per meter squared for area sources.

Page 5.13-33, Section 5.13, *Noise*. The following discussion has been amended in response to Comments O2-14 through O2-18 and Comments O2-28 through O2-34 from CARE CA.

Ambient Noise Degradation Analysis: Construction

Daytime

Table 5.13-18, *Daytime Construction Noise Degradation Analysis*, summarizes the change in ambient noise levels due to construction of the Proposed Project during the daytime. This analysis is provided for informational purposes and indicates that the change in daytime ambient noise associated with the ORSC construction activities would range from <1 dBA to 30 dBA Leq.

Table 5.13-18 Daytime Construction Noise Degradation Analysis

	Construction Noise - Increases over Daytime Ambient Noise Levels					
Month/Year	Receptor Group 1	Receptor Group 2	Receptor Group 3	Receptor Group 4	Receptor Group 5	Receptor Group 6
09/24	2-20	2-27	11-21	8-11	1-19	2-21
10/24	1-23	0-30	13-24	10-14	0-22	0-24
11/24	1-21	0-27	13-23	11-14	0-22	2-25
12/24	2-20	0-27	13-22	11-14	0-21	2-21
01/25	2-21	0-28	13-22	10-13	0-21	7-21
02/25	1-22	0-29	13-23	10-14	0-20	3-21
03/25	1-22	0-29	13-22	9-13	0-20	2-21
04/25	0-20	0-27	12-21	9-13	0-20	1-21
05/25	0-20	0-27	12-21	9-13	0-20	8-22
06/25	0-20	0-27	11-21	9-12	0-19	9-23
07/25	0-20	0-27	11-21	8-12	0-19	2-22

Table 5.13-18 Daytime Construction Noise Degradation Analysis

Month/Year	Construction Noise - Increases over Daytime Ambient Noise Levels					
	Receptor Group 1	Receptor Group 2	Receptor Group 3	Receptor Group 4	Receptor Group 5	Receptor Group 6
08/25	0-20	0-27	11-21	8-12	0-19	2-21
09/25	0-20	0-27	12-21	8-12	0-19	3-21
10/25	0-20	0-27	12-21	9-12	0-20	2-22
11/25	0-20	0-27	11-21	8-12	0-19	3-21
12/25	0-20	0-27	11-21	7-11	0-19	1-21
01/26	0-20	0-27	11-21	7-11	0-19	1-21
02/26	0-20	0-27	11-21	8-12	0-19	1-21
03/26	0-20	0-27	11-21	7-11	0-19	0-21
04/26	0-20	0-27	10-21	7-11	0-19	0-21
05/26	0-20	0-27	10-21	7-11	0-19	0-21
06/26	0-20	0-27	10-21	7-11	0-19	1-21
07/26	0-20	0-27	10-21	7-11	0-19	0-21
08/26	0-20	0-27	10-21	7-11	0-19	0-21
09/26	0-20	0-27	10-21	7-11	0-19	0-21
10/26	0-20	0-27	10-21	7-11	0-19	0-21
11/26	0-20	0-27	10-21	7-11	0-19	0-21
12/26	0-20	0-27	10-21	7-11	0-19	0-21
01/27	0-20	0-27	10-21	7-11	0-19	0-21
02/27	0-20	0-27	10-21	7-11	0-19	0-21
03/27	0-20	0-27	10-21	7-11	0-19	0-21
04/27	0-20	0-27	10-21	7-11	0-19	0-21
05/27	0-20	0-27	10-21	7-11	0-19	0-21
06/27	0-20	0-27	10-21	7-11	0-19	0-21
07/27	0-20	0-27	10-21	7-11	0-19	0-21
08/27	0-20	0-27	10-21	7-11	0-19	0-21
09/27	0-20	0-27	10-21	7-11	0-19	0-21

Source: Final EIR Appendix D1.

Nighttime

Table 5.13-19, *Nighttime Construction Noise Degradation Analysis*, summarizes the change in nighttime ambient noise levels due to construction of the Proposed Project. This analysis is provided for informational purposes and indicates that the change in ambient noise associated with the ORSC construction activities occurring at night would range from <1 dBA to 7 dBA Leq.

3. Revisions to the Draft EIR

Table 5.13-19 Nighttime Construction Noise Degradation Analysis

Project Component	Construction Noise - Increases over Ambient Nighttime Noise Levels					
	Receptor Group 1	Receptor Group 2	Receptor Group 3	Receptor Group 4	Receptor Group 5	Receptor Group 6
Parking Structure A	0	0-2	1-4	0-1	0-2	0
Parking Structure B	0-2	0-4	0-1	0	0	0-1
Stadium and ORSC Site	0-1	0-4	0-7	0-2	0-3	0

Source: Final EIR Appendix D1.

Page 5.13-34, Section 5.13, *Noise*. The table numbering has been revised in response to the addition of new tables requested by CARE CA.

Transportation Noise

This section summarizes the evaluation of noise levels due to traffic along the off-site roadways surrounding the ORSC site. See Figure 5.13-5, *Future Traffic Noise Levels with the Ontario Regional Sports Complex*. Table ~~5.13-18~~ 5.13-20, *Summary of the Ontario Regional Sports Complex Traffic-Noise Levels by Receptor Group*, provides the TNM-computed traffic noise levels and changes traffic noise for the with– and without–ORSC and scenarios compared to existing conditions. A total of two noise-sensitive receptors, located in Receptor Group 1 and Receptor Group 3, are predicted to experience traffic-noise levels that exceed the allowable increases in ambient noise levels under the future with-ORSC conditions. Increases in traffic-noise levels are predicted to range between 0 and 5.6 decibels, with the greatest increase occurring in Receptor Group 1. Therefore, traffic noise impacts are considered potentially significant.

Table 5.13-~~18~~20 Summary of the Ontario Regional Sports Complex Traffic-Noise Levels by Receptor Group

Receptor Group	Range of Predicted Traffic Noise Levels (dBA CNEL)			Changes in Traffic Noise Levels	Number of Impacted Receptors
	Existing	Future Without the ORSC	Future With the ORSC		
1	46–72	49–76	49–76	1.2–5.6	1
2	40–72	43–75	44–76	0.7–5.0	0
3	47–73	50–75	50–76	1.7–5.3	1
4	48–69	51–73	51–73	2.4–5.0	0
5	36–67	38–70	39–71	0.1–4.6	0
6	45–57	48–60	49–61	2.3–4.6	0
Total	—	—	—	—	2

Source: HMMH 2023a (Appendix J2).
Note: Attachment C of Appendix J2 lists the computed sound levels at all modeled receptors included in the traffic-noise assessment.

Page 5.13-37, Section 5.13, *Noise*. The table numbering has been revised in response to the addition of new tables requested by CARE CA.

Average Hourly Noise Levels

Table ~~5.13-19~~ 5.13-21, *Stadium Average Hourly Noise Levels: Regular Weekday Minor League Baseball Game*, summarizes the range of predicted average hourly noise level (Leq[h]) by receptor group and land use categories for receptors in the noise study area. Figure 5.13-6, *Stadium Average Hourly Noise Levels: Regular Weekday Minor League Baseball Game*, illustrates average hourly noise level contours for baseball games. As shown in Table ~~5.13-19~~5.13-21, the highest predicted Leq(h) for each category of land use would be below the corresponding limit in the City's code. For this reason, noise impacts would be considered less than significant.

Table 5.13-~~19~~21 Stadium Average Hourly Noise Levels: Regular Weekday Minor League Baseball Game

Noise Zone[1]	Land Use	Daytime[2] Exterior Leq Criteria (dBA)	Predicted Leq(h) (dBA) Range for Baseball Games[1, 2]					
			Receptor Group 1	Receptor Group 2	Receptor Group 3	Receptor Group 4	Receptor Group 5	Receptor Group 6
I	Single-Family Residential	65	19–32	21–43	NA	43–47	22–50	13–19
II	Multi-Family Residential, Mobile Home Parks	65	18–36	21–43	NA	NA	NA	NA
V	Manufacturing and industrial, other uses	70	NA	NA	40–55	45–50	39–50	NA

Source: HMMH 2024c (Appendix J3).
Notes: Attachment C of Appendix J3 includes a table of predicted sound levels for each modeled receptor.
See Table 5.13-6 for locations of receptor groups.
[1] Pursuant to Section 5-29.11, the maximum permissible noise level limit established for Noise Zone I also applies to the exterior of schools, daycare centers, hospitals or other similar healthcare institutions, churches, libraries, or museums during hours of use.
[2] The City of Ontario's noise code includes both "daytime" (7:00 am–10:00 pm) and "nighttime" (10:00 pm–7:00 am) limits. Since the ORSC is only operational between 8:00 am and 10:00 pm, the "nighttime" limits do not apply.

Page 5.13-37, Section 5.13, *Noise*. The table numbering has been revised in response to the addition of new tables requested by CARE CA.

Peak Noise Levels

Table ~~5.13-20~~5.13-22, *Stadium Maximum Noise Levels: Regular Weekday Minor League Baseball Game*, summarizes the range in predicted hourly Lmax for each "noise zone" in each receptor group based on definitions in the City's noise code. As shown in this table, the highest predicted Lmax would be well below applicable criteria for each land use category. For this reason, noise would be considered less than significant.

3. Revisions to the Draft EIR

Table 5.13-~~2~~022 Stadium Average Hourly Noise Levels: Regular Weekday Minor League Baseball Game

Noise Zone[1]	Land Use	Daytime Exterior Lmax Criteria (dBA)	Predicted Lmax (dBA) Range for Baseball Games					
			Receptor Group 1	Receptor Group 2	Receptor Group 3	Receptor Group 4	Receptor Group 5	Receptor Group 6
I	Single-Family Residential	85	27–46	30–56	NA	50–55	28–58	21–26
II	Multi-Family Residential, Mobile Home Parks	85	26–50	31–54	NA	NA	NA	NA
V	Manufacturing and industrial, other uses	90	NA	NA	51–66	53–56	46–58	NA

Source: HMMH 2024c (Appendix J3).
Notes: Attachment C of Appendix J3 includes a table of predicted sound levels for each modeled receptor.
See Table 5.13-6 for locations of receptor groups.

Pages 5.13-37 to 5.13-38, Section 5.13, *Noise*. The following discussion has been amended in response to Comments O2-14 through O2-18 and Comments O2-28 through O2-34 from CARE CA.

Ambient Noise Degradation Analysis

Table 5.13-23, *Stadium Noise Degradation Analysis*, summarizes the change in ambient noise levels due to the Proposed Project for the stadium. This analysis is provided for informational purposes and indicates that the change in ambient noise associated with the ORSC would range from <1 dBA to 2 dBA Leq.

Table 5.13-23 Stadium Noise Degradation Analysis

Receiver Group		Predicted Leq(h) (dBA) Range					
		Receptor Group 1	Receptor Group 2	Receptor Group 3	Receptor Group 4	Receptor Group 5	Receptor Group 6
Ambient	Day	53	53	52	52	52	53
	Evening	52	52	51	51	51	52
	Night	51	51	53	53	53	51
Total	Day	52-52	52-53	53-54	52-53	52-53	52-52
	Evening	51-52	51-52	52-53	51-52	51-52	51-51
	Night	53-53	53-54	53-54	53-54	53-54	53-53
Increase	Day	0	0-1	1-2	0-1	0-1	0
	Evening	0-1	0-1	1-2	0-1	0-1	0
	Night	0	0-1	0-1	0-1	0-1	0

Source: Final EIR Appendix D1.

Page 5.13-38, Section 5.13, *Noise*. The following discussion has been amended in response to Comments O2-14 through O2-18 and Comments O2-28 through O2-34 from CARE CA. In addition the new Figure has been added to Appendix D2 that corresponds to the Concert Scenario 2.

Average Hourly Noise Levels

Table ~~5.13-21~~ 5.13-24, *Stadium Average Hourly Noise Levels: Concerts*, and Table 5.13-25, *Stadium Average Hourly Noise Levels: Concerts Scenario 2*, summarizes the range of predicted average hourly noise levels (Leq[h]) by receptor group and land use categories for receptors in the noise study area. Figure 5.13-7a, *Stadium Average Hourly Noise Levels: Concerts*, and Figure 5.13-7b, *Stadium Average Hourly Noise Levels: Concerts Scenario 2*, illustrates average hourly noise level contours for two different types of concerts at the stadium. As shown in Tables ~~5.13-21~~ 5.13-24 and 5.13-25, the highest predicted Leq(h) for each category of land use would be below the corresponding limit in the City's code. For this reason, Scenario 2 noise impacts would be considered less than significant.

Table 5.13-~~21~~24 Stadium Average Hourly Noise Levels: Concerts

Noise Zone[1]	Land Use	Daytime[2] Exterior Leq Criteria (dBA)	Predicted Leq(h) (dBA) Range for Concerts[1, 2]					
			Receptor Group 1	Receptor Group 2	Receptor Group 3	Receptor Group 4	Receptor Group 5	Receptor Group 6
I	Single-Family Residential	65	7–19	14–29	NA	27–30	8–33	5–8
II	Multi-Family Residential, Mobile Home Parks	65	10–22	14–35	NA	NA	NA	NA
V	Manufacturing and industrial, other uses	70	NA	NA	29–40	28–35	21–33	NA

Source: HMMH 2024c (Appendix J3). Based on a festival soundpower level of 75 dBA Lwa.
Notes: Attachment C of Appendix J3 includes a table of predicted sound levels for each modeled receptor.
See Table 5.13-6 for locations of receptor groups.
1 Pursuant to Section 5-29.11, the maximum permissible noise level limit established for Noise Zone I also applies to the exterior of schools, daycare centers, hospitals or other similar healthcare institutions, churches, libraries, or museums during hours of use.
2 The City of Ontario's noise code includes both "daytime" (7:00 am–10:00 pm) and "nighttime" (10:00 pm–7:00 am) limits. Since the ORSC is only operational between 8:00 am and 10:00 pm, the "nighttime" limits do not apply.

3. Revisions to the Draft EIR

Table 5.13-25 Stadium Average Hourly Noise Levels: Concerts Scenario 2

Noise Zone[1]	Land Use	Daytime[2] Exterior Leq Criteria (dBA)	Predicted Leq(h) (dBA) Range for Concerts[1, 2]					
			Receptor Group 1	Receptor Group 2	Receptor Group 3	Receptor Group 4	Receptor Group 5	Receptor Group 6
I	Single-Family Residential	65	17 - 27	17 - 38	NA	30 - 32	10 - 36	19 - 22
II	Multi-Family Residential, Mobile Home Parks	65	14 - 34	16 - 37	NA	NA	NA	NA
V	Manufacturing and industrial, other uses	70	NA	NA	35 - 41	30 - 36	30 - 36	NA

Source: Final EIR Appendix D1. Based on a band pavilion of 100 dBA Lwa.
Notes: Attachment C of Appendix J3 includes a table of predicted sound levels for each modeled receptor.
See Table 5.13-6 for locations of receptor groups.
[1] Pursuant to Section 5-29.11, the maximum permissible noise level limit established for Noise Zone I also applies to the exterior of schools, daycare centers, hospitals or other similar healthcare institutions, churches, libraries, or museums during hours of use.
[2] The City of Ontario's noise code includes both "daytime" (7:00 am–10:00 pm) and "nighttime" (10:00 pm–7:00 am) limits. Since the ORSC is only operational between 8:00 am and 10:00 pm, the "nighttime" limits do not apply.

Page 5.13-38, Section 5.13, *Noise*. The following discussion has been amended in response to Comments O2-14 through O2-18 and Comments O2-28 through O2-34 from CARE CA.

Ambient Noise Degradation Analysis

Table 5.13-26, *Concert Noise Degradation Analysis*, summarizes the change in ambient noise levels due to the Proposed Project for concerts. This analysis is provided for informational purposes and indicates that the change in ambient noise associated with the ORSC would range from <1 dBA to 2 dBA Leq.

Table 5.13-25 Concert Noise Degradation Analysis

Receiver Group		Predicted Leq(h) (dBA) Range					
		Receptor Group 1	Receptor Group 2	Receptor Group 3	Receptor Group 4	Receptor Group 5	Receptor Group 6
Ambient	Day	53	53	52	52	52	53
	Evening	52	52	51	51	51	52
	Night	51	51	53	53	53	51
Total	Day	52-52	52-53	53-54	52-53	52-53	52-52
	Evening	51-52	51-52	52-53	51-52	51-52	51-51
	Night	53-53	53-54	53-54	53-54	53-54	53-53
Increase	Day	0	0-1	1-2	0-1	0-1	0
	Evening	0-1	0-1	1-2	0-1	0-1	0
	Night	0-0	0-1	0-1	0-1	0-1	0

Source: Final EIR Appendix D1. Based on a band pavilion of 100 dBA Lwa.

Page 5.13-43, Section 5.13, *Noise*. The table numbering has been revised in response to the addition of new tables requested by CARE CA.

Scenario 1: Weekday Practice

The weekday practice scenario includes the least amount of activity at the multipurpose and baseball/softball fields with the least intensity. Weekday youth soccer and baseball/softball practices were assumed to commence at 5:00 pm and end by 10:00 pm. All other outdoor public amenities were assumed to be in use during park operating hours, generally from 8:00 am to 9:00 pm, with lights out by 10:00 pm. Table ~~5.13-22~~5.13-27, *Sports Fields Average Hourly Noise Levels: Weekday Practice*, summarizes the range in predicted hourly Leq(h) for each "noise zone" that exists within each receptor group based on definitions in the City's noise code. Figure 5.13-8, *Sports Fields Average Hourly Noise Levels: Weekday Practice*, illustrates the hourly noise level contours, representing weekday youth soccer and baseball/softball practice with other outdoor amenities in use.

Table 5.13-~~22~~27 Sports Fields Average Hourly Noise Levels: Weekday Practice

Noise Zone[1]	Land Use	Daytime[2] Exterior Leq Criteria (dBA)	Predicted Leq(h) (dBA) Range for Weekday Practice[1, 2]					
			Receptor Group 1	Receptor Group 2	Receptor Group 3	Receptor Group 4	Receptor Group 5	Receptor Group 6
I	Single-Family Residential	65	37–51	36–56	NA	41–45	31–53	29–39
II	Multi-Family Residential, Mobile Home Parks	65	36–52	32–45	NA	NA	NA	NA
V	Manufacturing and industrial, other uses	70	NA	NA	44–55	42–47	46–54	NA

Source: HMMH 2024c.
Note: Attachment C in Appendix J4 includes a table of predicted sound levels for each modeled receptor.
See Table 5.13-6 for locations of receptor groups.
[1] Pursuant to Section 5-29.11, the maximum permissible noise level limit established for Noise Zone I also applies to the exterior of schools, daycare centers, hospitals or other similar healthcare institutions, churches, libraries, or museums during hours of use.
[2] The City of Ontario's noise code includes both "daytime" (7:00 am–10:00 pm) and "nighttime" (10:00 pm–7:00 am) limits. Since the ORSC is only operational between 8:00 am and 10:00 pm, the "nighttime" limits do not apply.

Page 5.13-44, Section 5.13, *Noise*. The table numbering has been revised in response to the addition of new tables requested by CARE CA.

Scenario 2: Weekend Regular Season Games

Regular season games are anticipated to occur on weekends (Saturdays and Sundays) for both youth soccer and baseball/softball. Both sports would include regular fall and spring seasons, lasting 12 weeks per season for soccer, 11 weeks for fall baseball/softball, and 14 weeks for spring baseball/softball. As described in Chapter 3, weekend games were assumed to commence at 8:00 am and end by 6:00 p.m. However, all other outdoor public amenities were assumed to be in use during park operating hours, generally from 8:00 am to 9:00 pm, except the pool, which would close by 3:00 pm on weekends, following the recreation center hours.

3. Revisions to the Draft EIR

Table ~~5.13-23~~5.13-28, *Sports Fields Average Hourly Noise Levels: Weekend Games,* summarizes the range in predicted hourly Leq(h) for each "noise zone" that exists within each receptor group based on definitions in the municipal noise code. Figure 5.13-9, *Sports Fields Average Hourly Noise Levels: Weekend Games,* shows predicted Leq(h) noise level contours, representing regular season youth soccer and baseball/softball games with other outdoor amenities in use.

Table 5.13-~~23~~28 Sports Fields Average Hourly Noise Levels: Weekend Games

Noise Zone[1]	Land Use	Daytime[2] Exterior Leq Criteria (dBA)	Predicted Leq(h) (dBA) Range for Weekend Games[1, 2]					
			Receptor Group 1	Receptor Group 2	Receptor Group 3	Receptor Group 4	Receptor Group 5	Receptor Group 6
I	Single-Family Residential	65	36–50	35–55	NA	41–45	31–53	28–39
II	Multi-Family Residential, Mobile Home Parks	65	35–51	32–45	NA	NA	NA	NA
V	Manufacturing and industrial, other uses	70	NA	NA	44–55	42–47	46–54	NA

Source: HMMH 2024c.
Notes: Attachment C in Appendix J4 includes a table of predicted sound levels for each modeled receptor.
See Table 5.13-6 for locations of receptor groups.
[1] Pursuant to Section 5-29.11, the maximum permissible noise level limit established for Noise Zone I also applies to the exterior of schools, daycare centers, hospitals or other similar healthcare institutions, churches, libraries, or museums during hours of use.
[2] The City of Ontario's noise code includes both "daytime" (7:00 am–10:00 pm) and "nighttime" (10:00 pm–7:00 am) limits. Since the ORSC is only operational between 8:00 am and 10:00 pm, the "nighttime" limits do not apply.

Pages 5.13-49 to 5.13-50, Section 5.13, *Noise*. The table numbering has been revised in response to the addition of new tables requested by CARE CA.

Scenario 3: Tournament Weekends

Youth soccer and baseball/softball tournaments are anticipated to occur on weekends (Saturdays and Sundays). Soccer tournaments would occur for 26 weeks of the year, while baseball/softball tournaments would occur for 25 weeks. As described in Chapter 3, tournaments were assumed to commence at 8:00 am and end by 10:00 pm before lights out at the facility. All other outdoor public amenities were assumed to be in use during park operating hours, generally from 8:00 am to 9:00 pm, except the community pool, which would close by 3:00 pm on weekends, following the recreation center hours. Table ~~5.13-24~~5.13-29, *Sports Fields Average Hourly Noise Levels: Tournament Weekends,* summarizes the range in predicted hourly Leq(h) for each "noise zone" that exists within each receptor group based on definitions in the municipal noise code. Figure 5.13-10, *Sports Fields Average Hourly Noise Levels: Tournament Weekends,* shows predicted Leq(h) noise level contours, representing regular season youth soccer and baseball/softball games with other outdoor amenities in use.

Table 5.13-~~24~~29 Sports Fields Average Hourly Noise Levels: Tournament Weekends

Noise Zone[1]	Land Use	Daytime[2] Exterior Leq Criteria (dBA)	Predicted Leq(h) (dBA) Range for Tournament Weekends[1, 2]					
			Receptor Group 1	Receptor Group 2	Receptor Group 3	Receptor Group 4	Receptor Group 5	Receptor Group 6
I	Single-Family Residential	65	36–50	35–55	NA	41–45	31–53	28–39
II	Multi-Family Residential, Mobile Home Parks	65	35–51	32–45	NA	NA	NA	NA
V	Manufacturing and industrial, other uses	70	NA	NA	44–55	42–47	46–54	NA

Source: HMMH 2024c (Appendix J4).
Notes: Attachment C in Appendix J4 includes a table of predicted sound levels for each modeled receptor.
See Table 5.13-6 for locations of receptor groups.
[1] Pursuant to Section 5-29.11, the maximum permissible noise level limit established for Noise Zone I also applies to the exterior of schools, daycare centers, hospitals or other similar healthcare institutions, churches, libraries, or museums during hours of use.
[2] The City of Ontario's noise code includes both "daytime" (7:00 am–10:00 pm) and "nighttime" (10:00 pm–7:00 am) limits. Since the ORSC is only operational between 8:00 am and 10:00 pm, the "nighttime" limits do not apply.

As shown in Table ~~5.13-24~~5.13-29, the maximum hourly predicted at any residential land use type within the six receptor groups is 55 dBA. This noise level is predicted within Receptor Group 2 to the north of the ORSC site and across from the youth multipurpose fields. The second highest Leq(h) predicted at residential receptors is 53 dBA within Receptor Group 5 to the east of the ORSC site. The maximum hourly noise levels for recreational land uses, which is included in noise zone 'V', is 55 dBA on the green at the Whispering Lake Golf Course in Receptor Group 3.

Page 5.13-50, Section 5.13, *Noise*. The following discussion has been amended in response to Comments O2-14 through O2-18 and Comments O2-28 through O2-34 from CARE CA.

Ambient Noise Degradation Analysis

Table 5.13-30, *Athletic Field Games Noise Degradation Analysis*, Table 5.13-31, *Athletic Field Practice Noise Degradation Analysis*, and Table 5.13-32, *Athletic Field Tournaments Noise Degradation Analysis*, summarize the change in ambient noise levels due to the Proposed Project for the games, practices, and tournaments at the athletic fields, respectively. This analysis is provided for informational purposes and indicates that the change in ambient noise associated with the ORSC would range from <1 dBA to 6 dBA Leq.

3. Revisions to the Draft EIR

Table 5.13-30 Athletic Field Games Noise Degradation Analysis

Receiver Group		Predicted Leq(h) (dBA) Range					
		Receptor Group 1	Receptor Group 2	Receptor Group 3	Receptor Group 4	Receptor Group 5	Receptor Group 6
Ambient	Day	53	53	52	52	52	53
	Evening	52	52	51	51	51	52
	Night	51	51	53	53	53	51
Total	Day	52-52	52-53	53-54	52-53	52-53	52-52
	Evening	51-52	51-52	52-53	51-52	51-52	51-51
	Night	53-53	53-54	53-54	53-54	53-54	53-53
Increase	Day	0	0-1	1-2	0-1	0-1	0
	Evening	0-1	0-1	1-2	0-1	0-1	0
	Night	0	0-1	0-1	0-1	0-1	0

Source: Final EIR Appendix D1.

Table 5.13-31 Athletic Field Practice Noise Degradation Analysis

Receiver Group		Predicted Leq(h) (dBA) Range					
		Receptor Group 1	Receptor Group 2	Receptor Group 3	Receptor Group 4	Receptor Group 5	Receptor Group 6
Ambient	Day	53	53	52	52	52	53
	Evening	52	52	51	51	51	52
	Night	51	51	53	53	53	51
Total	Day	53-55	53-57	53-57	52-53	52-56	53-53
	Evening	52-55	52-57	52-57	51-52	51-56	52-52
	Night	51-54	51-57	54-57	53-54	53-56	51-51
Increase	Day	0-2	0-4	1-5	0-1	0-4	0
	Evening	0-3	0-5	1-6	0-1	0-5	0
	Night	0-3	0-6	1-4	0-1	0-3	0

Source: Final EIR Appendix D1.

Table 5.13-32 Athletic Field Tournaments Noise Degradation Analysis

Receiver Group		Predicted Leq(h) (dBA) Range					
		Receptor Group 1	Receptor Group 2	Receptor Group 3	Receptor Group 4	Receptor Group 5	Receptor Group 6
Ambient	Day	53	53	52	52	52	53
	Evening	52	52	51	51	51	52
	Night	51	51	53	53	53	51
Total	Day	53-55	53-57	53-57	52-53	52-56	53-53
	Evening	52-55	52-57	52-57	51-52	51-55	52-52
	Night	51-54	51-56	54-57	53-54	53-56	51-51
Increase	Day	0-2	0-4	1-5	0-1	0-4	0
	Evening	0-3	0-5	1-6	0-1	0-4	0
	Night	0-3	0-5	1-4	0-1	0-3	0

Source: Final EIR Appendix D1.

Pages 5.13-63 to 5.13-64, Section 5.13, *Noise*. The table numbering has been revised in response to the addition of new tables requested by CARE CA.

Impact 5.13-1

Nighttime construction noise impacts are predicted to occur for sensitive receptors in Receptor Group 2, Receptor Group 3, and Receptor Group 5. To reduce construction noise impacts during nighttime hours to below the significant impact threshold, Mitigation Measure N-1 requires installation of temporary noise barriers around the work site that have sufficient heights to block the direct line-of-sight between the onsite construction areas and off-site noise sensitive receptors. With typical installation, temporary noise barriers can provide 5 decibels of noise level reduction to adjacent receptors. Table ~~5.13-25~~5.13-33, *Predicted Nighttime Cumulative Ontario Regional Sports Complex Construction Noise Levels with Mitigation*, summarizes the ranges of construction-noise levels with the implementation of temporary noise barriers.

3. Revisions to the Draft EIR

Table 5.13-~~25~~33 Predicted Nighttime Cumulative Ontario Regional Sports Complex Construction Noise Levels with Mitigation

ORSC Component		Work Phase	Range of Predicted Nighttime (10pm–7 am) Construction Noise Levels by Receptor Group (L_{eq} dBA)[1]					
			1	2	3[4]	4	5	6
Nighttime Ambient (7pm–7am)[2]			47	47	48	48	48	47
Impact Threshold (Cannot Exceed)			52	52	53	53	53	52
Parking Structure	Parking Structure A	Phase 1B	42–43	42–46	45–51	44–45	43–47	42–42
	Parking Structure B	Phase 2	42–45	42–49	43–44	43–44	43–44	42–44
Stadium	All Activities	Phase 1B	42–44	42–48	44–55	44–47	43–49	42–42

Source: HMMH 2023a

Notes: Attachment A of Appendix J1 includes a table that summarizes predicted nighttime construction noise levels at all analyzed receptors for the proposed work phases and activities.
See Table 5.13-6 for locations of receptor groups.

1 Construction equipment noise levels conservatively assume all equipment would be utilized at the same time and at all hours of an 8-hour period, both of which are unlikely.

2 Long-term noise measurements were conducted in and around the site in October 2023. The ambient noise level is comprised of the measured L90. Refer to The Ontario Regional Sports Complex EIR Traffic Noise Technical Report for detailed information on the noise measurement program.

3 Bold numbers indicate noise levels that exceed 5 dBA over the measured ambient noise level.

4 Receptors predicted to experience nighttime construction noise levels include recreational use that would not be considered to have nighttime sensitivity (green at Whispering Lakes Golf Course and Cucamonga Channel Walking Trail). Therefore, these locations would not be considered to be impacted during nighttime construction of the ORSC. Noise level ranges are provided for informational purposes.

Page 12-3, Chapter 12, *Qualifications of Persons Preparing EIR*. The following typo has been corrected.

Brian Wolf~~e~~, Transportation Engineer/Planner

Page 1-26, Table ES-3, *Summary of Environmental Impacts, Mitigation Measures and Levels of Significance After Mitigation*, Chapter 1, *Executive Summary*. The following mitigation measure has been amended in response to Comments O2-6, O2-12, and O2-23 from CARE CA.

Table ES-3 Summary of Environmental Impacts, Mitigation Measures and Levels of Significance After Mitigation

Environmental Impact	Level of Significance Before Mitigation	Mitigation Measures	Level of Significance After Mitigation
5.3 AIR QUALITY			
Impact 5.3-2: Construction activities associated with the ORSC would generate short-term emissions that exceed South Coast AQMD's significance thresholds and would cumulatively contribute to the nonattainment designations of the SoCAB.	Potentially significant	AQ-1 The City of Ontario shall require the construction contractor to incorporate the following to reduce air pollutant emissions during construction activities: • Use construction equipment rated by the United States Environmental Protection Agency as having Tier 4 (model year ~~2008~~ 2015 or newer) Final or stricter emission limits for all off-road construction equipment. If Tier 4 Final equipment is not commercially available for a specific piece of equipment, the applicant shall provide documentation (e.g., rental inventory requests), to the City's satisfaction, or otherwise demonstrate its unavailability to the City of Ontario prior to the issuance of any construction permits and replacement equipment used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by the California Air Resources Board regulations. ▪ If Tier 4 Final equipment is not available, the construction contractor(s) and subcontractor(s) affected shall use Tier 4 Interim equipment. ▪ If Tier 4 Interim equipment is not available, the construction contractor(s) and subcontractor(s) affected shall use then Tier 3 equipment outfitted with a level 3 diesel particulate filter. ▪ For purposes of this mitigation measure, "commercially available" shall mean the availability of Tier 4 engines similar to the availability for other large-scale construction projects in the City occurring at the same time and taking into consideration factors such as (i) potential significant delays to critical-path timing of construction and (ii) geographic proximity to the project site of Tier 4 equipment.	Less than significant

3. Revisions to the Draft EIR

Table ES-3 Summary of Environmental Impacts, Mitigation Measures and Levels of Significance After Mitigation

Environmental Impact	Level of Significance Before Mitigation	Mitigation Measures	Level of Significance After Mitigation

		• During construction, the construction contractor shall maintain a list of all operating equipment in use on the construction site for verification by the City of Ontario. The construction equipment list shall state the makes, models, Equipment Identification Numbers, Engine Family Numbers, and number of construction equipment on-site.
		• Use paints with a VOC content that meets the South Coast Air Quality Management District Super Compliant architectural coatings standard of 10 grams per liter (g/L) or less (i.e.,) for coating architectural surfaces.
		• Comply with South Coast Air Quality Management District Rule 403, including the following measures:
		  • Provide National Institute for Occupational Safety and Health (NIOSH)-approved respirators for workers with a prior history of Valley Fever.
		  • Half-face respirators equipped with a minimum N-95 protection factor for use during worker collocation with surface disturbance activities. Half-face respirators equipped with N-100 or P-100 filters should be used during digging activities. Employees should wear respirators when working near earth-moving machinery.
		  • Post warnings onsite and consider limiting access to visitors, especially those without adequate training and respiratory protection.
		These identified measures shall be incorporated into all appropriate construction documents (e.g., construction management plans) submitted to and verified by the City.	

Page 1-41, Table ES-3, *Summary of Environmental Impacts, Mitigation Measures and Levels of Significance After Mitigation*, Chapter 1, *Executive Summary*. The following mitigation measure has been amended in response to Comments O2-9 through O2-11 from CARE CA.

Table ES-3 Summary of Environmental Impacts, Mitigation Measures and Levels of Significance After Mitigation

Environmental Impact	Level of Significance Before Mitigation	Mitigation Measures		Level of Significance After Mitigation
5.9 HAZARDS AND HAZARDOUS MATERIALS				
Impact 5.9-2: Project construction activities may disturb contaminants in the soil associated with the site's former agricultural uses and could create a significant hazard to the public or the environment.	Potentially significant	HAZ-1	Prior to the issuance of demolition permits or grading permits, whichever is issued first, for individual development projects in the ORSC site, the project applicant/developer shall submit a Phase II Environmental Site Assessment (ESA) to the City of Ontario prepared under the responsible charge of a Professional Geologist or Professional Engineer. The Phase II ESA shall be prepared ~~by an Environmental Professional~~ in accordance with the American Society of Testing and Materials (ASTM) ~~Standard E: 1527-21 Environmental Site Assessment Standard Practice (ASTM E1527-21)~~ Designation: E1903-19, *Standard Practice for Environmental Site Assessments (ESA): Phase II Environmental Site Assessment Process* (ASTM, E 1903-19). ~~The purpose of the Phase II ESA is to evaluate the presence of Recognized Environmental Conditions (RECs) in connection with the site. The term Recognized Environmental Conditions is defined in Section 1.1.1 of the ASTM Standard Practice as the presence or likely presence of any hazardous substances or petroleum products in, at or on a property due to any release to the environment; under conditions indicative of a release to the environment; or under conditions that pose a material threat of a future release to the environment.~~ If the site is found to be impacted with potential contaminants of concern at levels exceeding applicable regulatory thresholds, the project applicant shall remediate all contaminated media, under the oversight and in accordance with state and local agency requirements of the ~~(~~California Department of Toxic Substances Control (DTSC), Regional Water Quality Control Board, Ontario Fire Department and/or County of San Bernardino, as applicable to their oversight jurisdictions~~, etc.)~~. For minor issues the Project Environmental Consultant may self-certify with approval from the City. All contaminated soils and/or material encountered shall be disposed of at a regulated site and in accordance with applicable laws and regulations prior to the completion of grading.	Less than significant

3. Revisions to the Draft EIR

Table ES-3 Summary of Environmental Impacts, Mitigation Measures and Levels of Significance After Mitigation

Environmental Impact	Level of Significance Before Mitigation	Mitigation Measures	Level of Significance After Mitigation
		Prior to the issuance of building permits, a report documenting the field activities, results, and any additional recommendations shall be provided to the City of Ontario evidencing that all site remediation activities have been completed inclusive of environment oversight agency document of no further action determinations, as applicable. Additionally, the following specific conditions shall be adhered to: • Pesticides. Prior to the issuance of a demolition permit for any building or structure or the issuance of a grading permit, whichever is issued first, the construction contractor shall provide proof to the City that there are no pesticides on the site that exceed Environmental Protection Agency Regional Screening Levels (EPA RSLs) or Water Board Environmental Screening Levels (ESLs), whichever is more stringent. If on-site pesticides exceed the applicable screening levels, measures shall be taken in compliance with all applicable local, State and federal regulations to either remediate the pesticides on-site, or remove and properly dispose of the pesticides and proof shall be provided to the City of their safe remediation or removal as permitted by law along with agency oversight documentation of no further action determination by DTSC. • Methane. The construction contractor shall submit a subsurface methane soil gas report to the City Building Department, in general accordance with their methane ordinance, to screen for the presence of elevated levels of methane gas prior to installation of building foundations. The recommendations in the subsurface methane soil gas report to remove or remediate any soils with methane gas levels that exceed accepted regulatory levels shall be implemented in accordance with all applicable laws and regulations as determined by the City Building Department. • Stained Soil – Pietersma Family Trust. Prior to the issuance of a demolition permit for any building or structure or the issuance of a grading permit, whichever is issued first, shallow soils impacted with Diesel Range Total Petroleum Hydrocarbons (TPH-d) in excess of commercial and residential screening levels adjacent to the aboveground storage tanks in the hazardous materials storage area of	

Table ES-3 Summary of Environmental Impacts, Mitigation Measures and Levels of Significance After Mitigation

Environmental Impact	Level of Significance Before Mitigation	Mitigation Measures	Level of Significance After Mitigation
		the Pietersma Family Trust (parcels 0218-101-01, 0218-101-02, 0218-101-07, 0218-101-08, 0218-102-10, and 0218-102-11) shall be removed and disposed of in accordance with current regulations. Confirmation sampling shall be conducted as required by current regulations after removal to verify that the impacted soil has been adequately removed from the site or treated *insitu* (in place) as deemed appropriate by the Project Environmental Consultant at the discretion of the City. If during grading activities hydrocarbon (TPH) stained soil areas are discovered, grading within the area shall be temporarily halted and redirected around the area until the appropriate evaluation and follow-up measures are implemented. TPH stained soil shall be removed and transported off-site at a State approved disposal site under the observation of the Project Environmental Consultant and confirmation samples collected from the sidewalls and bottom of each excavation area. The confirmation samples shall be transported to a state certified laboratory and analyzed for TPH in accordance with EPA Methods 8015M and 8015B, to ensure that TPH stained soil has been adequately removed from the site. Based on the laboratory results and at the discretion of the City, the San Bernardino County Fire Department, the Project Environmental Consultant, or the City shall determine when the area of the site is suitable for grading activities to resume. • Underground Storage Tanks (UST) – 15 Dairy LLC. Prior to the issuance of a demolition permit for any building or structure or the issuance of a grading permit, whichever is issued first, subsurface sampling shall be performed in the vicinity of the structures in the northern portion of the 15 Dairy LLC (parcels 0218-111-08, 0218-111-11, 0218-111-12, 0218-111-49, and 0218-111-50) where hazardous materials were likely stored according to historical inspection reports. A geophysical survey should be completed to determine whether any Underground Storage Tanks (USTs) are present at the property. Exploratory trenching is required to address and identify anomalies prior to soil sampling. Should USTs be discovered, subsurface sampling in the vicinity of the UST(s) is recommended to assess for any potential releases that have impacted subsurface soils. All contaminated soils and/or material encountered shall be disposed of at a regulated site and	

3. Revisions to the Draft EIR

Table ES-3 Summary of Environmental Impacts, Mitigation Measures and Levels of Significance After Mitigation

Environmental Impact	Level of Significance Before Mitigation	Mitigation Measures	Level of Significance After Mitigation
		in accordance with applicable laws and regulations prior to the completion of grading. The San Bernardino County Fire Department shall be the lead environmental oversight agency for UST removal activities. • Soil Vapor Testing – JCLIN Investment, LP. Soil vapor sampling in the northern portion of JCLIN Investment, LP (parcels 0218-101-03, 0218-101-04, 0218-101-05, and 0218-101-06) shall be conducted to evaluate whether historical possible drycleaning activities off-site have impacted the subsurface soil vapor beneath the property. The San Bernardino County Fire Department or Department of Toxic Substances Control shall be the lead agency.	

Appendix A1. Parking Traffic Demand Management Plan

Appendix

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DRAFT Ontario Regional Sports Complex

Stadium and Athletic Facilities Parking and Transportation Demand Management Plan

Prepared for:
City of Ontario

May 2024

OC20-0741

FEHR PEERS

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1. Introduction

1.1 Purpose and Objectives

This Parking and Transportation Demand Management (TDM) Plan provides details on the operations and monitoring of proposed parking management and TDM strategies at the Ontario Regional Sports Complex (ORSC) in the City of Ontario. VMT mitigation strategies identified in the Environmental Impact Report are further explained in this plan, including implementation and oversight procedures.

The purpose of the Parking and TDM Plan is to:

- Improve access to and circulation within the ORSC site for all travel modes
- Provide guidance on parking operations at the ORSC site, including pricing, enforcement, and managing parking for different land uses
- Identify strategies for minimizing parking impacts on surrounding roadways and neighborhoods
- Complement the Event Traffic Management Plan (TMP) in managing event traffic
- Outline implementation of project related TDM measures to reduce single-occupancy vehicle trips to/from the Project
- Define measures of effectiveness (MOEs) that can be used to evaluate project TDM measures
- Explain procedures for updating parking and TDM measures

This report was prepared during the environmental review phase of the Project when specific information such as a detailed site plan and operational arrangements were not yet determined. This document is expected to be updated as additional information is made available and after the Project opens. Chapter 5 includes details on how parking management and TDM measures shall be periodically reviewed.

1.2 Report Organization

The remainder of this report is organized into the following chapters:

- Chapter 2 (Project Description) – includes details on the proposed land use, event programming, parking supply, and expected parking demand at the Project site
- Chapter 3 (Parking Management) – explains proposed parking operational procedures at the Project site including parking assignment, rates, and enforcement
- Chapter 4 (Transportation Demand Management) – explains proposed measures to reduce Project-related vehicle trips and facilitate access to and from the Project site by public transportation, walking, and cycling
- Chapter 5 (Program Monitoring) – outlines procedures for ensuring parking management and TDM measures are being implemented in an efficient and effective manner, including describing how programs can be modified if necessary

1.3 Coordination with Event Transportation Management Plan

An Event Traffic Management Plan (TMP) was prepared alongside the Parking and TDM plan to support event operations. The purpose of the TMP is to manage access and guide implementation of traffic control measures during events, which will support implementation of the Parking and TDM measures. Specifically, the TMP will complement parking and TDM measures by:

- Outlining access routes and pick up/drop off locations for public transportation and ride share
- Identifying pedestrian/cyclist routes and internal circulation
- Supporting efforts to distribute vehicle traffic to multiple entrance/exit points
- Managing parking queues and inbound/outbound traffic during events

It is anticipated that if parking and/or TDM measures are updated, the TMP will need to be updated and vice versa.

2. Project Description

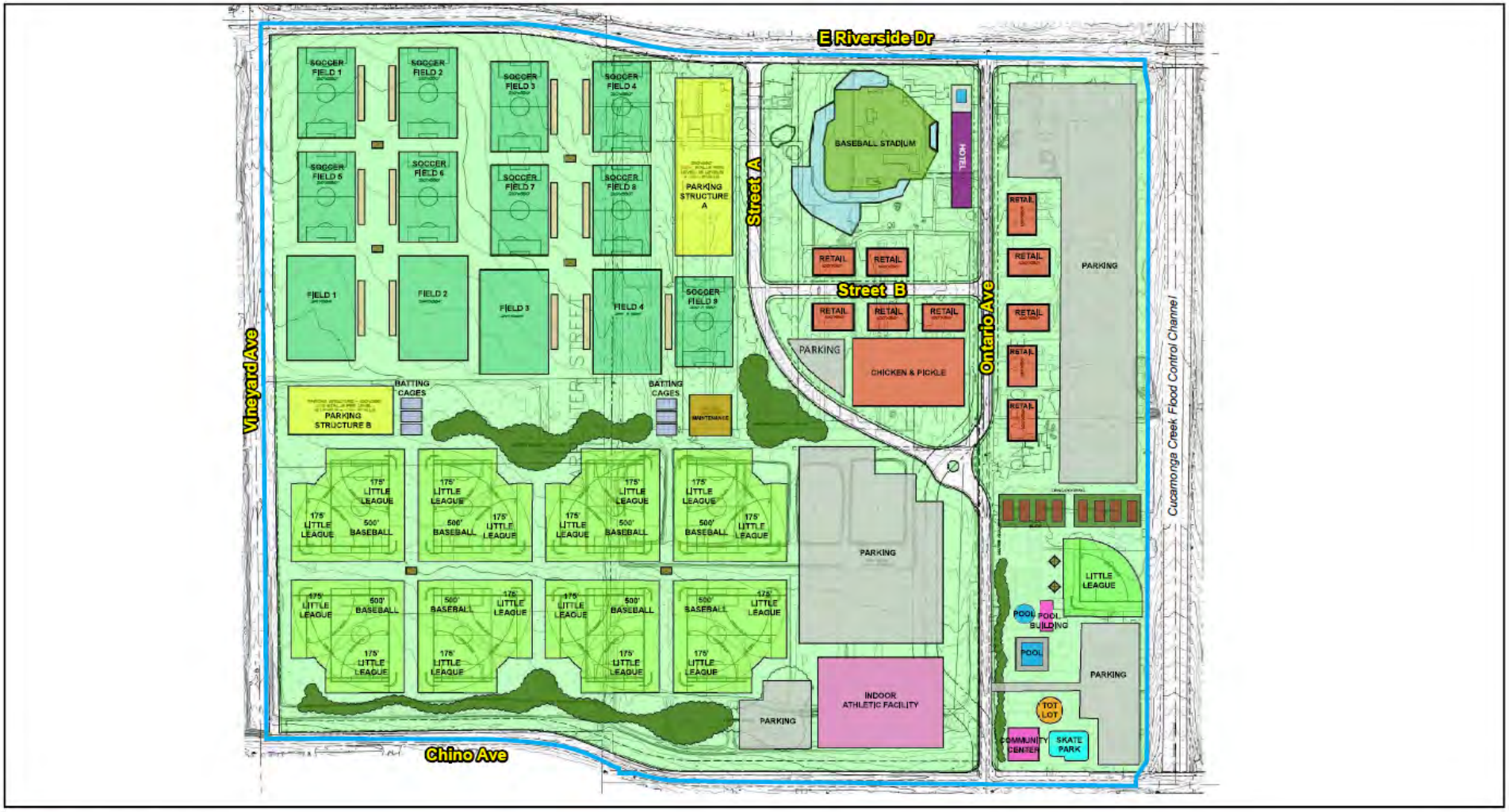
2.1 Overview

The proposed Project is a 199-acre sports complex with a mix of uses. The Project site is bounded by Riverside Drive to the north, Chino Avenue to the south, Cucamonga Creek Flood Control Channel to the east, and Vineyard Avenue to the west, as shown in **Figure 1**.

The Project will consist of the following land uses:

- Planning Area (PA) 1: Semi-professional Minor League Baseball Stadium (6,000-person capacity)
- PA 2-4: Commercial Retail, Baseball Stadium Retail, Retail and Hospitality Areas
- PA 5: City Park (Outdoor Baseball/Softball, Soccer, and Multi-use Fields)
- PA 6: City Park (Indoor Athletic Facility)
- PA 7: Community Recreation Center

Development of the Project will be completed over multiple phases, with Project components opening between Spring 2025 and Fall 2027. The Project site can be accessed through Vineyard Avenue, Riverside Drive, and Chino Avenue. Vineyard Avenue and Ontario Avenue will extend through the Project site to provide access and internal circulation.



Project Boundary

0 500
Scale (Feet)

Source: RUM Design Group 2023; Ontario 2023.

Figure 1

Proposed Site Plan

2.2 Proposed Event Programming

In addition to the retail, hospitality, and public park uses that are expected to remain in consistent use year-round, various events and sports programming will take place periodically that will drive visitation to and from the Project site. The frequency and daily trip generation and attendee estimates for each event are provided in **Table 1**. Event frequencies and sizes were developed from information provided by the City of Ontario available during the environmental review period of the project and is subject to change. Additional special events (e.g. Fourth of July, Trunk-or-Treat, etc.) may also take place on the Project site, which can employ parking management and TDM strategies as needed.

Table 1: Summary of Proposed Event Programming

Land Use	Event Description	No. of Days/ Year	Daily Vehicle Trip Generation Estimate	Average Daily Attendees
Baseball Stadium	Regular Season Games	66	803 to 2,038	1,300 - 3,400
	Postseason Games	≤5	2,038	6,000
	Small Event (100 attendees)	4	58	100
	Small Event (200 attendees)	2	116	200
	Small Event (500 attendees)	7	289	500
	Medium Event (2,000 attendees)	9	1,157	2,000
	Medium Event (3,000 attendees)	4	1,735	3,000
	Medium Event (4,000 attendees)	16	2,314	4,000
	Large Event (5,000 attendees)	2	2,892	5,000
	Large Event (6,000 attendees)	2	3,470	6,000
Soccer Fields	Typical Games	48	4,549	2,000 - 5,000
	Tournaments	16	6,755	5,000 – 8,000
Baseball/Softball Fields	Typical Games	50	3,055	1,400 – 4,000
	Tournaments	16	3,727	4,000 – 6,000
Indoor Basketball/Volleyball Athletic Center	Basketball Games	20	1,112	2,000
	Volleyball Games	54	1,334	2,500

Source: City of Ontario, 2023. Fehr & Peers, 2024.

2.3 Proposed Parking Supply

The Project will include the construction of 6,263 parking spaces, distributed across seven parking structures/lots (see **Table 2**). Parking is distributed throughout the site to ensure convenient access to different land uses and minimize congestion impacts during periods with high traffic volumes. Parking can be accessed through the Project access intersections on Riverside Drive, Vineyard Avenue, and Chino Avenue. **Figure 1** shows the locations of the parking lots and structures on the Project site.

Table 2: Proposed Parking Supply

Planning Area	Structure/Lot	Supply (number of parking spaces)
PA 1 Baseball Stadium	Parking Structure A	1,600
PA 2 Commercial Retail	Lot C (Surface Parking, East)	1,500
PA 3 Baseball Stadium Retail and Hospitality	-	-
PA 4 Baseball Stadium Retail and Hospitality South	Lot D (Surface Parking, South)	250
PA 5 City Park, Active Fields	Parking Structure B	1,000
	Lot E (Surface Parking, South)	1,000
PA 6 City Park, Indoor Athletic Facility	Lot F (Surface Parking, Southwest)	388
PA 7 Community Recreation Center	Lot G (Surface Parking, Southeast)	525
	TOTAL:	**6,263**

Source: City of Ontario, 2023.

2.4 Expected Parking Demand

Parking demand was estimated for multiple event scenarios in the *Ontario Regional Sports Complex Parking Assessment*, provided in **Appendix A**. Under typical and peak scenarios, the Project is expected to have adequate parking supply to meet demand. However, parking management strategies are still recommended during events to manage traffic around the Project area, minimize impacts on neighborhoods, and maintain access for employees and retail visitors. **Table 3** summarizes the expected parking demand for various event types and scenarios.

Table 3: Expected Parking Demand

Scenario	Maximum Total Hourly Parking Demand	Peak Parking Demand Hour
Weekday with Baseball/Soccer Practice	2,261	6:00 PM
Weekday with Minor League Baseball Game and Baseball/Soccer Practice	2,946	7:00 PM
Weekend with Minor Leage Baseball Game and Baseball/Soccer Games	3,255	7:00 PM
Weekend with Minor League Baseball Game and Baseball/Soccer Tournaments	4,005	7:00 PM
Weekend with Sell-Out Stadium Event and Baseball/Soccer Games	4,271	6:00 PM
Weekend with Sell-Out Stadium Event and Baseball/Soccer Tournaments	5,022	6:00 PM

Source: Fehr & Peers, 2024.

3. Parking Management

This section outlines parking management strategies and operational procedures that can be implemented to:

- Minimize impacts on adjacent roadways and neighborhoods
- Better accommodate event parking demand
- Promote carpooling and non-auto trips to the Project

Parking management strategies are expected to be employed during most events, and anytime when event traffic may impact parking supply for other uses on the Project site. As the primary operator of the ORSC, the City of Ontario shall review each event and determine the appropriate level of parking management required. It is expected that days with stadium events and those with more than 5,000 combined event attendees will require parking management (i.e. most weekends).

3.1 Recommended Parking Management Strategies

Consistent with the identified VMT impact mitigation measures, several parking management strategies are proposed for the Project.

Paid Visitor Parking

This strategy prices parking in a designated area for visitors. Increasing the cost of parking increases the total cost of driving to a location, incentivizing shifts to other modes, increasing carpooling, and decreasing total VMT. Pricing can be adjusted to manage demand during periods of high visitation and would apply to most stadium, athletic facility event, and hotel visitors. Potential pricing models are discussed in Section 3.3.

Retail and Recreation Center Parking Validation

This strategy complements the paid visitor parking strategy to ensure that stadium and athletic facility attendees do not use free retail parking unless visiting retail establishments. Parking validation maintains parking supply for businesses and can be implemented digitally using the latest parking technology. Validation typically covers a set time (e.g. two hours).

Parking Time Limits

This strategy sets the maximum amount of time a parking space can be occupied by a single vehicle. Parking time limits promote parking turnover and may prevent event attendees from using parking spaces intended for retail, restaurant, or public park spaces (as event attendees will likely require parking for an extended period). A parking time limit can also be applied to validation, such that validation will only cover up to a specified time limit.

Discounted Parking Fees for Ultra-HOV Vehicles (HOV 5+)

This strategy promotes carpooling by providing a discounted parking rate for vehicles with five or more occupants during games, tournaments, and stadium events. The high-occupancy-vehicle threshold is set to five or more to encourage ridesharing between multiple households. Implementation of this measure is described in Section 3.3.

Employee Parking Cash Out

Employers will be required to offer employees a cash payment equivalent to or greater than the cost of providing a parking space for employees. This program would be managed through employee parking permits, which the City would sell to employers. Employers can provide parking passes to employees or offer a cash-out equivalent to the cost of the parking permit. Implementation is described in Section 3.2.

Table 4 lists the parking management strategies for each land use.

Table 4: Parking Management Strategies by Land Use

Strategy	Stadium	Athletic Facilities	Retail and Restaurant	Hotel	Public Park
Paid Visitor Parking	Yes	Yes[1]	No[2]	Yes	No[2]
Retail Parking Validation	No	No	Available	No	Available
Parking Time Limits	No	No	Yes[2]	No	Yes[2]
Discounted Parking Fees for Ultra-HOV Vehicles	Yes	Yes	No	No	N/A
Employee Parking Cash-Out	Yes	N/A	Yes	Yes	Yes

Notes:
1.) Athletic Facility parking will only be charged during games and tournaments. Practice/weekday parking will not be subject to pricing unless on days with stadium events and staying longer than two hours.
2.) Retail and public park visitors staying less than two hours will not need to purchase parking. Visitors staying beyond the two-hour period will be responsible for any additional parking costs, but can receive a discount validation code from retailers or the community recreation center.

3.2 Parking Facility Allocation

During typical operations, all parking facilities will remain open for all users; visitors will be able to park in any available parking area. When parking management is in effect during larger events (>10,000 combined daily event attendees), some parking facilities may be designated as "event only" or for the specific event use (e.g. one parking area for athletic fields, another parking area for stadium events). The purpose of this is to utilize all available parking supply and distribute event traffic to multiple entrance/exit points. Specific parking locations for each land use will be identified during the final design

phase and incorporated into the Event Transportation Management Plan. Depending on event size, the number of parking facilities/spaces reserved for events may change.

3.2.1 Stadium Parking

Stadium Parking should be provided near the entrance of the stadium, generally in the northeast corner of the Project site. Multiple parking facilities should be designated for stadium attendees to distribute event traffic across the Project site access intersections on Riverside Drive and Chino Avenue. During most games, parking facilities can be shared with retail operations; however, larger events (e.g. summer weekends, post-season) may warrant designated "event only" parking facilities to guarantee supply for event attendees.

3.2.2 Athletic Facility Parking

During larger-scale weekend games and tournaments, parking facilities may be designated exclusively for soccer field, baseball/softball field, and indoor basketball/volleyball court attendees. Multiple parking facilities should be provided to distribute traffic and allow visitors to park closer to their destination. During periods where multiple sports are occurring simultaneously, the City may designate specific lots/spaces for each sport or event.

Parking for athletic facilities should be provided west of Street A to the maximum extent possible, reducing pedestrian-vehicle conflicts on Street A.

3.2.3 Retail and Hospitality Parking

Parking for the retail, restaurant, entertainment, and hotel uses should be provided near these establishments, generally in the northeast corner of the Project site. Parking for these uses may be shared with other uses (e.g. stadium parking) and will only be managed during events. During major events, retail parking may be consolidated into specific lots to provide sufficient parking supply for event attendees.

3.2.4 Public Park Parking

Parking for the community center, skate park, public pool, little league field, and public tennis/pickleball courts should be provided in the southeast corner of the Project site in a designated parking area. To discourage event visitors from utilizing this lot, the same parking fee structure is expected to be used, which will provide free parking for park visitors staying less than two hours (see Section 3.3).

3.2.5 Employee Parking

The City should sell employee parking permits to the stadium operator, and retail businesses which they manage and issue to employees. These permits can be managed electronically by having employees register their license plate. License plate-based permits also allows for streamlined enforcement, utilizing license plate recognition (LPR) cameras.

Alternatively, employees are also eligible to forego their provided parking pass and receive a cash-out payment from their employer. This is intended to incentivize commute mode shift away from single-passenger automobiles.

During typical operations, employees can utilize any available parking space, provided they have an issued employee parking permit. During major events, specific parking areas can be designated as "employee parking only" to maintain parking access during events.

3.3 Parking Pricing and Validation

Paid parking is intended to increase the overall cost of driving, thereby encouraging carpooling or other modes of transportation to and from the Project site. This can reduce the number of trips and VMT generated by the Project. The Project proposes to implement paid parking for stadium event attendees and visitors of athletic facility games and tournaments. Parking is expected to remain accessible for employees and most retail and public park visitors to reduce financial burdens for employees and maintain business access.

3.3.1 Pricing Model

The City shall work with sporting event operators and the commercial developer to determine a final parking pricing model. For consistency and clarity, it is recommended that only one parking pricing model be used for all special event parking on the Project site.

Fehr & Peers recommends the use of a hybrid free and paid parking model where parking is free for the first two hours, after which a flat special event fee will apply. This effectively results in free parking for most visitors of retail/restaurant venues and athletic practices (average stay less than two hours) and paid parking for most stadium and athletic game/tournament visitors (average stay greater than two hours).

Compared to other pricing models such as time-based rates, the free two hour plus flat rate parking model has several benefits:

- Ease of understanding for visitors
- Ease of enforcement with Parking Management System
- Allows parking facilities to be shared between uses
- Integrates well with HOV 5+ discount
- Reduced exit queueing as parking rates do not need to be calculated for each vehicle

3.3.2 Potential Pricing Levels

Pricing levels should be determined by the City of Ontario prior to opening day. Rates should be set to minimize confusion and simplify collection but can vary depending on demand (e.g. lower parking rate during weekday events vs. weekend events). Rates should be set that they encourage some drivers to consider alternative modes of travel (e.g. carpooling, public transportation); however, they should not be prohibitively expensive that they result in impacts on surrounding neighborhoods. Over time, if demand

for parking is found to be consistently high, the City should consider increasing the parking fee. However, if parking demand is consistently low, the City should only consider decreasing the parking fee if parking spills over to the surrounding neighborhoods.

Table 5 summarizes the current parking rates at adjacent minor league sports venues, youth recreation facilities, and entertainment venues. These rates can be used to inform parking rate development for the Project. Generally, market rates at similar facilities average a flat rate of $10-$20 per vehicle. While higher rates are observed at other facilities, they tend to be in isolated areas without nearby neighborhoods or business parking lots, unlike ORSC.

Table 5: Parking Pricing at Existing Regional Facilities

Peer Facility	Facility Type	Parking Cost
Loanmart Stadium, Rancho Cucamonga	Minor League Baseball Stadium	All Events: $6/car
Toyota Arena, Ontario	Minor League Hockey Stadium	All Events: $15/car
San Manuel Stadium, San Bernardino	Minor League Baseball Stadium	All Events: $10/car
Acrisure Arena, Palm Desert	Minor League Hockey Stadium	Variable Pricing by Event $17 - $50/car
Silverlakes Sports Complex, Norco	Soccer Complex	Weekend Parking Rates: $12/car $25/RV or Bus
SoCal Sports Complex, Oceanside	Soccer and Event Complex	Weekends: $15/car
Momentous Sports Center, Irvine	Indoor Basketball/Volleyball Sports Complex	Weekends: $20/car
Orange County Regional Parks (various), Orange County	Outdoor Recreation Facility	Weekdays: $3/car Weekends: $5/car

Source: Fehr & Peers, 2024.

3.3.3 Retail and Recreation Center Validation

Most visitors of retail establishments, restaurants, and the recreation center will not need to pay for or validate parking as most of these visits are less than two hours. However, the City may work with the third-party parking operator to provide full or partial validation for retail and recreation center visitors staying longer than two hours. Retail establishments could issue validations, which would be managed by the parking operator.

3.3.4 HOV 5+ Parking Discount

The purpose of providing a discount for carpools with five or more occupants is to encourage carpooling to the Project site between multiple households. Carpooling, particularly for regional draw events, is an effective strategy to lower visitor VMT. The discount threshold is set to five or more as most vehicles are expected to have multiple occupants in them, making lower thresholds less effective. The threshold will be reviewed after the first year of operations to determine if it is achieving intended vehicle trip reduction goals.

To ensure compliance with this policy, parking facility entrances would need to be staffed by parking enforcement officers that verify and register vehicles with five or more occupants. Specific priority parking area(s) can be designated as "HOV 5+ parking only" to minimize the number of staff required for enforcement while also encouraging carpooling. Vehicles that are confirmed with five or more occupants would be registered in the Parking Management System to receive a discounted parking rate.

3.4 Technology and Enforcement

The City should contract a third-party parking management service to operate, manage, staff, and enforce parking on the Project site. The specific technology used to manage parking will depend on the selected contractor but should consider the technologies listed below to improve enforcement and operational efficiency.

3.4.1 Recommended Technologies

Gateless Parking

To limit queueing and delays upon entrance/exit, it is recommended that all the facilities be gateless. This removes the need for standard parking gates at the entrance and exit of parking facilities and requires less maintenance than gate arms, improving system reliability. Parking can be enforced with automated license plate recognition cameras installed at parking lot entrances and exits that measure the duration of a parking session and assist with enforcement.

Digital Payments

Advanced digital payment systems utilize license plates and mobile apps/websites to issue parking permits to vehicles. Visitors can use their smart phones to pay for parking by registering their license plate. Signage, like those shown in **Figure 2**, can be installed throughout the parking facilities informing drivers of parking rates and providing information/QR codes on how to pay.



Figure 2: Example of Parking Payment Signage, Acrisure Arena, Palm Desert, CA

Parking Management Software

Parking Management Software can be used by the parking vendor to verify vehicles are paying for parking and/or are within parking time limits. This system provides parking enforcement officers with the payment status and parking duration for each vehicle, identifying those that have exceeded the free parking limit and have not paid for event parking.

The Parking Management Software can also be used by stationed parking enforcement officers at the entrance to parking facilities to register vehicles that are eligible for the HOV 5+ parking discount. Retail validation codes can also be handled through this software.

3.4.2 Enforcement

The City of Ontario Police Department will be responsible for enforcing parking management policies, specifically parking fees and time limits. The City may coordinate with the third-party vendor to assist with enforcement.

3.5 Neighborhood Impact Mitigation

Mitigation measures are recommended to limit potential event traffic impacts on neighborhood streets. The purpose of these measures is to limit event parking in neighborhoods to the extent possible and maintain access for residents and businesses in the Project area.

Temporary and/or permanent warning signage should be installed on adjacent neighborhood streets to remind drivers that event parking is strongly discouraged outside of Project parking facilities. Periodic informational campaigns can include stationing a parking enforcement officer on neighborhood streets informing drivers that event attendees should not utilize street parking. Enforcement of no parking zones would require development of a residential parking permit program and adoption of new City ordinances, which should be considered only if neighborhoods experience repeated parking impacts.

4. Transportation Demand Management

This section details the transportation demand management (TDM) strategies for Project. In addition to the parking related strategies described in the previous section, a series of non-auto strategies are identified to promote mode shift towards carpooling, public transportation, and walking/cycling. These strategies were identified during the Project environmental review period and focus on reducing home-based-work (HBW) and visitor VMT.

4.1 Nearby Transportation Services

The success of TDM strategies relies on a robust multi-modal transportation network. The Project Site is served by existing public transit services and pedestrian and bicycle facilities. As the Ontario Ranch area develops, additional multi-modal transportation infrastructure is expected to increase access to the Project Site. The available transportation services are described below.

4.1.1 Transit Service

Omnitrans provides local and express services to San Bernardino County, which includes the City of Ontario. Bus stops are provided along Riverside Drive at Whispering Lakes Lane and Ontario Avenue. The Project site is served by Route 87, which connects to Rancho Cucamonga, Downtown Ontario, and Eastvale via Vineyard Avenue, Riverside Drive, and Archibald Avenue. Connections to other Omnitrans bus routes can be made at the Ontario Civic Center and Chino Transit Centers and to Riverside Transit Agency in the City of Eastvale.

Table 6 outlines the current hours of operation and service frequency for Route 87.

Table 6: Omnitrans Route 87 Frequency and Hours of Operation

	Frequency	Hours of Operation
Weekday	60 minutes	5:00 am – 9:45 pm
Saturday	60 minutes	5:30 am – 8:30 pm
Sunday	No Service	No Service

Source: Omnitrans, 2023.

The Project proposes bus stop improvements including bus pullouts and other amenities at the intersection of Riverside Drive and Street A, immediately adjacent to the baseball stadium entrance. Future transit services may be considered along other corridors as the Ontario Ranch area develops.

4.1.2 Pedestrian Facilities

Pedestrian facilities in the Project area include sidewalks, crosswalks, pedestrian signals, and multi-use trails. Most of the roadways are underdeveloped in the Ontario Ranch area and do not include pedestrian facilities. Surrounding the Project, the only pedestrian sidewalks are provided along the north side of Riverside Drive.

New sidewalks are proposed along Vineyard Avenue, Chino Avenue, and the south side of Riverside Avenue as part of the Project. Additional pedestrian facilities will be constructed during the development process of Ontario Ranch.

Within the Project site, sidewalks and pedestrian trails will be provided to facilitate internal circulation and travel between different land uses (e.g. between the stadium and retail/hospitality area). During the final design process of internal roadways and parking lots, pedestrian crossings will be identified along Ontario Avenue, Street A, and Street B. Additionally, the Event Traffic Management Plan will identify temporary road closures that can support pedestrian circulation during events when pedestrian volumes are expected to be higher.

4.1.3 Bicycle Facilities

The Ontario Plan Circulation Element identifies several proposed Class I (off street multi-purpose trails) and Class II (bike lane) facilities that will directly serve the project site. These include:

- Proposed Class I Multipurpose Trails:
    - Euclid Avenue between Merril Avenue and Riverside Drive
    - Campus Avenue between Merril Avenue and Riverside Drive
    - Grove Avenue between Merril Avenue and Riverside Drive
    - Vineyard Avenue between Merril Avenue and Riverside Drive
    - Cucamonga Channel Multipurpose Trail
    - Archibald Avenue between Eastvale City Limits and Riverside Drive
    - Haven Avenue between Eastvale City Limits and Riverside Drive
    - Hamner Avenue between Eastvale City Limits and I-15
    - Chino Avenue between Euclid Avenue and Hamner Avenue
    - Schaefer Avenue between Euclid Avenue and Archibald Avenue
    - Edison Avenue between Euclid Avenue and Vineyard Avenue
    - Eucalyptus Avenue between Euclid Avenue and Vineyard Avenue
    - Additional internal Class I trails as part of the Ontario Ranch development
- Proposed Class II On Street Bike Lanes
    - Merril Avenue between Euclid Avenue and Haven Avenue
    - Eucalyptus Avenue between Vineyard Avenue and Hamner Avenue
    - Edison Avenue between Vineyard Avenue and Cucamonga Channel
    - Ontario Ranch Road between Cucamonga Channel and Hamner Avenue

- Schaefer Avenue between Archibald Avenue and Haven Avenue
- Riverside Drive between Euclid Avenue and Milliken Avenue/Hamner Avenue
- Campus Avenue between Riverside Drive and North of SR-60
- Grove Avenue between Riverside Drive and North of SR-60 (buffered bike lane)
- Vineyard Avenue between Riverside Drive and SR-60 (buffered bike lane)
- Archibald Avenue between Riverside Drive and SR-60
- Haven Avenue between Riverside Drive and SR-60

As part of roadway improvements for the Project, a Class I multi-use trail is planned for the west side of Vineyard Avenue and Class II bike lanes are planned along Riverside Drive between Vineyard Avenue and the Cucamonga Channel. Internal roadways will also include bicycle facilities

4.2 Recommended TDM Strategies

As identified in the Project Environmental Impact Report, a series of non-parking TDM measures are proposed for the Project:

Voluntary Commute Trip Reduction Program for Employees

This measure works to discourage employee single-occupancy vehicle trips and encourage alternative modes of transportation such as carpooling, taking transit, walking, and biking. Mode shift can help reduce commute based (HBW) VMT. The program would be implemented by all uses on the Project site, but no enforceable performance metrics will be established.

Potential measures related to this strategy include:

- Coordinating an employee rideshare/carpooling program
- Providing discounted transit passes for employees
- Incentivizing alternative travel modes (e.g. competitions with prizes)
- Providing infrastructure for non-auto travel modes (e.g. bike parking, showers)
- Sharing information, coordinating, and marketing for the above services

The City shall develop and implement these programs for recreation and stadium staff. The City shall require the retail/hospitality developer to prepare a specific TDM plan identifying commute trip reduction programs for retail, restaurant, and hospitality employees. Existing regional TDM programs operated by the San Bernardino County Transportation Authority, including *IE Commuter* can be used to satisfy this requirement.

Discounted Vanpool/Bus Rental Program for Tournament Attendees

This measure would aim to reduce VMT for large sports tournaments that draw visitors regionally by requiring sporting event operators (e.g. AYSO, Little League Baseball, etc.) to provide information and discounts for van rentals to visiting sports teams. Event operators can partner with van rental companies to rent passenger vans and other high-capacity vehicles to sports teams attending the ORSC at a

discounted rate. The discount can be set such that the total cost of rental, when paired with discounted parking, is less than the cost of each team member driving separately.

Extended Transit Network Coverage or Hours

This measure would require the City to work with Omnitrans to consider adding or modifying the existing Omnitrans bus service to serve the Project site, particularly during events and weekends when demand is expected to be consistently high. Coverage can be expanded to cover Sunday and/or later into the evening.

Reduced Transit Fares

This measure would require the City and stadium event operators to work with Omnitrans to consider reducing transit fares for transit lines serving the Project, including bundling the cost of transit fares into admission tickets for stadium events (i.e. ride for free with proof of admission). Reducing transit fares creates incentives to shift travel to transit from single-occupancy vehicles.

On-Demand Shuttle

This measure would require the hotel operator to provide an on-demand shuttle service for guests that serves nearby transportation hubs like the East Ontario Metrolink station and Ontario International Airport. The shuttle can also provide service to other destinations (e.g. restaurants, entertainment, etc.) within a specified radius. The purpose of this measure is to reduce visitor VMT and reliance on vehicle trips between the airport or train station and the hotel. The shuttle service would operate on-demand to ensure the vehicle is being utilized. Details on implementation will be provided in the Retail/Hospitality TDM Plan, prepared by the retail center developer.

Table 7 lists the TDM strategies for each land use.

Table 7: TDM Strategies by Land Use

Strategy	Stadium	Athletic Facilities	Retail and Restaurant	Hotel	Public Park
Voluntary Commute Trip Reduction Program for Employees	Yes	N/A	Yes	Yes	Yes
Discounted Vanpool/Bus Rental Program	N/A	Yes	N/A	N/A	N/A
Extended Transit Network Coverage or Hours	Yes	Yes	Yes	Yes	Yes
Reduced Transit Fares	Yes	No	No	No	No

Strategy	Stadium	Athletic Facilities	Retail and Restaurant	Hotel	Public Park
On-Demand Shuttle	No	No	No	Yes	No

Source: Fehr & Peers, 2024.

4.3 TDM Strategy Implementation

4.3.1 TDM Program Coordinator

The City shall appoint a TDM Program Coordinator within the Transportation Division to support implementation of the TDM measures described in the plan. They will help facilitate communication between Project stakeholders, Omnitrans, and other agencies. They will also manage marketing efforts for TDM measures and support Project stakeholders with implementing communication strategies for TDM measures to visitors and employees.

The City may leverage existing TDM programs and staff to support Project specific TDM measures.

4.3.2 Marketing

Marketing of TDM strategies will focus on informing visitors and employees of available alternatives to driving. This could include:

- Webpages on City, stadium, and sporting event operator websites describing TDM programs and transportation options to/from Project site
- Advertisements during events describing transportation options
- Information provided to employees explaining TDM measures and parking-cash out program (e.g. employee breakroom signs)
- Social media posts describing TDM programs and transportation options

4.3.3 Coordination with Omnitrans

Implementation of public transit related TDM measures will require coordination with Omnitrans, which is expected to take place as the Ontario Ranch area develops. The TDM Program Coordinator on behalf of the City shall regularly meet with Omnitrans to review provided transit services and consider changes to better support Project operations. Additional arrangements (e.g. free fares for stadium attendees) will require memoranda of understanding between relative parties, which can be coordinated as needed.

5. Program Monitoring

Program monitoring includes reviewing the effectiveness of parking and TDM measures and making modifications as necessary to support Project operations.

5.1 Monitoring

The TDM Program Coordinator and other relevant stakeholders should work to establish goals and measures of effectiveness to determine how successful proposed TDM measures are at the Project site. Some sample measures of effectives that are appropriate for the Project include:

Parking

- Setting a goal percentage of employees who opt for the parking cash-out option (7-15%)
- Setting a goal percentage of visitors who receive the HOV 5+ parking discount (5-10%)

Mode Split

- Setting a goal for number/percent of stadium visitors using public transportation (1.4-2.8%)
- Setting a goal percentage of employee trips by mode (2-5% walking/biking)

Program Utilization

- Setting a goal number of page visits for webpages with transportation options (>500 visits/month)
- Setting a goal number of vanpool rentals for sporting events (40-80 van rentals/tournament)
- Setting a goal number of transit riders who use their stadium admission ticket as proof of fare on transit (30-100 riders per game)

These measures can be evaluated by collecting data on Project operations (e.g. share of vehicles with HOV 5+ parking discounts, number of transit passengers at Project bus stops) or through surveys administered to employees and visitors at events.

5.2 Program Modification

Parking and TDM measures should be regularly reviewed to ensure they are achieving VMT reduction goals and complement Project operations. The TDM Program Coordinator should be regularly monitoring these measures and their effectiveness and make minor changes as needed.

A comprehensive review of the Project's parking and TDM measures should take place annually, particularly during the first year of operation. This review will involve analyzing program operations (utilization, cost, etc.) and consistency with the measures of effectiveness. The TDM Program Coordinator shall solicit feedback from all relevant stakeholders including the City of Ontario Police Department, Fire Department, Department of Public Works, Recreation and Community Services, the minor-league baseball

team franchise, retail establishments, and sports league/tournament operators. This review can be conducted during the review of the Event Transportation Management Plan. Substantial program changes should be documented by the TDM Program Coordinator and submitted to City Council for review and approval.

Appendix A: Ontario Regional Sports Complex Parking Study

FEHR PEERS

Memorandum

Date: March 19, 2024

To: Jay Bautista, P.E., City of Ontario Traffic/Transportation Manager

From: Spencer Reed, P.E.
Paul Herrmann, P.E.
Brian Wolfe

Subject: Ontario Regional Sports Complex Parking Assessment

OC20-0741

Fehr & Peers conducted a parking assessment of the Ontario Ranch Sports Park (Project) to confirm that the proposed parking supply is sufficient for the estimated peak parking demand. The Project's unique uses and location adjacent to high volume roadways has resulted in the City of Ontario requesting that enough parking be provided on site to limit off-site parking and people walking into the site. The assessment concludes that the proposed parking supply is adequate for typical and peak demand operations. The following details the analysis and findings.

Project Description

The proposed Project is a 199-acre sports complex with an associated mixture of commercial and recreation uses. The Project site is bounded by Riverside Drive to the north, Chino Avenue to the south, Cucamonga Creek Flood Control Channel to the east, and Vineyard Avenue to the west, as shown in **Figure 1** below. A total of 6,263 parking spaces are proposed across a variety of surface parking lots and parage garages. The uses within the Project include:

- Retail – 40,000 sf (square feet)
- Fast Casual Restaurant – 140,000 sf
    - 100,000 sf of fast casual restaurant will be for Chicken 'N Pickle
- Park (Skate Park, Tot Lot, Picnic Area) – 11.21 acres
- Hotel – 100 rooms
- Soccer Fields – 13 fields
- Baseball Fields – 9 fields
- Batting Cages – 12 cages
- Indoor Athletic Center – 8 basketball courts or 16 volleyball courts
- Tennis Courts/Pickle Ball Courts – 8 courts
- Swimming Pool – 8 lanes with splash area
- Recreation Community Center – 70,000 sf community use and 25,000 sf office

- Minor League Baseball Stadium – 4,500 attendee baseball game attendance and 6,000 attendee special event attendance with a 20,000 sf office

Figure 1 – Site Plan



Source: City of Ontario, 2023.

Approach

Parking demand estimates were developed for each land use based on the availability of existing data. Parking data and analysis methodologies from *Shared Parking, 3rd Edition* (Urban Land Institute [ULI], 2020) was applied to the following land uses:

- Retail – 40,000 sf
- Fast Casual Restaurant – 40,000 sf
- Park (Skate Park, Tot Lot, Picnic Area) – 11.21 acres
- Hotel – 100 rooms

- Recreation Community Center – 70,000 sf community use and 25,000 sf office
- Minor League Baseball Stadium – 4,500 attendee baseball game and 20,000 sf office

Parking demand estimates for the Chicken 'N Pickle entertainment complex were calculated separately from the shared parking analysis. This tenant has existing locations in Texas, Kansas, Missouri, Oklahoma, and Arizona. The parking demand estimate for the Chicken 'N Pickle restaurant was analyzed separately using empirical data and usage characteristics for a current location in San Antonio, Texas. The use of the empirical data provides a better estimation of parking demand based on the unique aspects of the restaurant and its operational characteristics.

Parking demand estimates for the sports fields, batting cages, indoor athletic center, swimming pool, and 6,000 attendee special event were also calculated separately from the shared parking analysis data as these land uses are not identified in *Shared Parking, 3rd Edition*. The parking demand estimates were developed based on prior parking data, usage characteristic, and professional judgment.

The typical parking demand estimates for the standard ULI data uses and custom data uses were combined to develop a total parking demand for the Project.

SCENARIOS

The operations of the Project will result in various scenarios with different levels of activity between the commercial and recreational components., The following scenarios were identified for consideration of parking demand analysis:

Weekday

- Weekday Baseball/Soccer Practice
    - Parking demand for weekday with baseball/soccer fields used for practice only. Typical parking demand conditions for commercial uses.
- Weekday Minor League Baseball Game with Baseball/Soccer Practice
    - Parking demand for a weekday minor league baseball game with baseball/soccer fields used for practice only. Typical parking demand conditions for commercial uses.

Weekend

- Weekend Minor League Baseball Game with Baseball/Soccer Practice
    - Parking demand for a weekend minor league baseball game with baseball/soccer fields used for practice only. Typical parking demand conditions for commercial uses.

- Weekend Minor League Baseball Game with Baseball/Soccer Games
    - Parking demand for a weekend minor league baseball game with baseball/soccer fields used for games only. Typical parking demand conditions for commercial uses.
- Weekend Minor League Baseball Game with Baseball/Soccer Tournaments
    - Parking demand for a weekend minor league baseball game with the baseball/soccer fields used for tournaments. Typical parking demand conditions for commercial uses.
- Weekend Special Event with Baseball/Soccer Practice
    - Parking demand for a 6,000-attendee weekend special event with baseball/soccer fields used for practice only. Typical parking demand for commercial uses.
- Weekend Special Event with Baseball/Soccer Games
    - Parking demand for a 6,000-attendee weekend special event with baseball/soccer fields used for games only. Typical parking demand conditions for commercial uses.
- Weekend Special Event with Baseball/Soccer Tournaments
    - Parking demand for a 6,000-attendee weekend special event with the baseball/soccer fields used for tournaments. Typical parking demand conditions for commercial uses.

Methodology and Assumptions

Parking demand analysis was conducted for each scenario identified. It was determined that the Weekend Special Event with Baseball/Soccer Tournaments scenario would generate the highest peak parking demand. The methodology and assumptions associated with the estimation of parking demand and the comparison to proposed parking supply is presented below.

LAND USES WITH STANDARD ULI PARKING DATA

A shared parking analysis was conducted using methodologies and assumptions provided in *Shared Parking, 3rd Edition*. The ULI sponsored a national study in 1984 that established a basic methodology for analyzing parking demand in mixed-use developments and developed averages for parking rates by land use. The analysis presented in this memorandum utilizes the data from the updated *Shared Parking, 3rd Edition* report published in 2020.

The shared parking methodology establishes the base parking rate, parking demand reductions, and hourly/monthly demand patterns for each land use. The overall parking demand is calculated by considering the parking demand patterns and parking demand reductions (potential for non-auto modes and internal capture) for each component of the project being analyzed.

Parking Rates

The shared parking analysis for the Project used base parking rates for visitors and employees as determined by ULI. **Table 1** presents the parking rates for both visitors/customers and employees and demonstrates the typical parking needs for some of the Projects land uses.

Table 1: Parking Demand Rates by Land Use

		Weekday		Weekend	
ULI Land Use	Unit	Visitor	Employee	Visitor	Employee
Retail	ksf	2.90	0.70	3.20	0.80
Fast Casual	ksf	12.40	2.00	12.40	2.00
Park	acre	4.00	0.40	5.00	0.50
Hotel	rooms	1.00	0.15	1.00	0.15
Recreation Center	ksf	1.70	0.10	1.71	0.08
Recreation Center Office	ksf	0.30	3.50	0.03	0.35
Baseball Stadium	seats	0.31	0.01	0.34	0.01
Baseball Stadium Office	ksf	0.30	3.50	0.03	0.35

Source: *Shared Parking, 3rd Edition* (Urban Land Institute)

Separate rates were used for weekdays and weekend and for each user. The derived rates use the daily/hourly/seasonal patterns for calculating the parking demand based on the unique travel characteristics of the project being analyzed.

Adjustments were made for two travel factors in accordance with the ULI shared parking methodology: the potential for non-auto modes and estimated internal capture of parking between the land uses in the area.

Parking Demand Reductions

The shared parking analysis allows for adjustment in the base parking rate due to factors such as mode split/walk-in and non-captive ratio. These factors are based on the mix of uses in the project, size of the uses, and location of the project.

- Mode Adjustment – One factor that affects the overall parking demand at a particular development is the number of visitors and employees that arrive by automobile. The alternatives considered in the analysis account for the effects of pedestrian, bicycle, drop-off, and transit access to the site.
- Noncaptive Ratio – Also known as trip internalization. Based on data from empirical studies through sources such as ULI, it is known that a certain percentage of trips in mixed-use

developments (depending on the mix of land uses in the project) are trips moving between the land uses on site, i.e., they were internally captured on the site. Adjustments were made to the analysis to account for trip internalization.

Table 2 documents the adjustment percentages applied to each of the land uses for visitors and employees for different periods of the day. The non-captive ratio was applied based on the mix and size of the uses in the Project. It is assumed that some patrons will only park a vehicle once, but they will visit multiple components of the Project.

Table 2: Shared Parking Model Reductions

	Mode Adjustment		Noncaptive Ratio			
			Weekday		Weekend	
ULI Land Use	Weekday	Weekend	Daytime	Evening	Daytime	Evening
Retail						
- Visitor	1.0	1.0	0.98	0.99	0.99	0.99
- Employee	1.0	1.0	1.0	1.0	1.0	1.0
Fast Casual						
- Visitor	1.0	1.0	0.89	0.90	0.92	0.91
- Employee	1.0	1.0	1.0	1.0	1.0	1.0
Park						
- Visitor	1.0	1.0	0.96	0.96	0.96	0.96
- Employee	1.0	1.0	1.0	1.0	1.0	1.0
Hotel						
- Visitor	1.0	1.0	1.0	1.0	1.0	1.0
- Employee	1.0	1.0	1.0	1.0	1.0	1.0
Recreation Center						
- Visitor	1.0	1.0	0.96	0.96	0.96	0.96
- Employee	1.0	1.0	1.0	1.0	1.0	1.0
Recreation Center Office						
- Visitor	1.0	1.0	1.0	1.0	1.0	1.0
- Employee	1.0	1.0	1.0	1.0	1.0	1.0
Baseball Stadium						
- Visitor	1.0	1.0	0.95	.99	1.0	1.0
- Employee	1.0	1.0	1.0	1.0	1.0	1.0
Baseball Stadium Office						
- Visitor	1.0	1.0	1.0	1.0	1.0	1.0
- Employee	1.0	1.0	1.0	1.0	1.0	1.0

Source: *Shared Parking, 3rd Edition* (Urban Land Institute)

The mode split adjustment was applied based on the location of the Project and the ability of visitors and employees to travel to the Project by a mode other than automobile which they would have to park (i.e., walking or biking). A factor of 1.0 was selected for visitors and employees to represent a conservative estimate (highest) of parking demand. The non-captive ratio adjustment was applied based on data provided in *Shared Parking, 3rd Edition.* The mix of uses with the Project

will result in some internalization and the values presented in *Shared Parking, 3rd Edition* represent an appropriate level of parking reduction due to the mix of uses.

Parking Demand Patterns

The shared parking analysis uses monthly adjustment factors and time-of-day adjustment factors to account for the variation in parking demand for different land uses. Based on the anticipated land uses and parking demand reductions applied, monthly adjustment factors are applied based on the month that will result in the greatest parking demand (peak month). The time-of-day factors were applied based on the peak month of demand to determine the estimated parking demand throughout the day. **Appendix A** documents the Project standard ULI land uses weekday and weekend peak month adjustment and time-of-day adjustment for visitors and employees and documents the estimated peak hour parking demand for those land uses.

Shared Parking Demand

Table 3 presents the weekday shared parking demand results for the Project. **Table 4** presents the weekend shared parking demand results for the Project.

Table 3: Weekday Parking Demand for Standard ULI Land Uses

ULI Land Use	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM	11:00 PM	12:00 AM
Retail	3	8	18	40	67	84	106	106	102	94	94	94	98	90	75	51	22	9	0
Fast Casual Restaurant	38	60	112	164	303	455	521	521	473	321	291	322	449	427	270	165	113	60	38
Park	1	3	6	13	25	33	42	46	48	46	44	34	44	48	48	48	40	25	5
Hotel	49	52	60	55	50	50	48	48	50	50	48	51	49	46	48	51	51	52	51
Recreation Center	0	0	0	2	27	64	81	85	90	90	85	89	94	89	85	62	9	0	0
Recreation Center Office	3	13	43	80	91	87	72	74	87	83	72	51	21	13	4	3	1	0	0
Baseball Stadium	0	5	5	22	22	22	80	80	80	80	80	83	184	738	1,432	1,432	1,224	358	5
Baseball Stadium Office	1	6	19	36	41	39	32	33	39	37	32	23	9	6	2	1	0	0	0

Table 4: Weekend Parking Demand for Standard ULI Land Uses

ULI Land Use	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM	11:00 PM	12:00 AM
Retail	4	9	38	66	87	108	114	119	119	114	110	99	91	86	80	63	39	13	0
Fast Casual Restaurant	35	63	117	172	316	476	546	546	495	336	304	331	462	439	277	170	116	62	39
Park	0	0	1	2	21	39	47	55	59	61	60	53	44	50	61	61	58	33	10
Hotel	49	52	60	55	50	50	48	48	50	50	48	51	49	46	48	51	51	52	51
Recreation Center	0	0	0	1	26	62	80	84	89	89	84	89	93	89	84	61	9	0	0
Recreation Center Office	0	2	6	8	9	10	9	8	6	4	2	1	0	0	0	0	0	0	0
Baseball Stadium	0	0	0	2	2	2	2	2	2	2	9	415	796	1,418	1,570	1,570	1,570	45	45
Baseball Stadium Office	0	1	3	4	4	5	4	4	3	2	1	0	0	0	0	0	0	0	0

LAND USES WITH CUSTOM PARKING DATA

Parking demand estimates for the Chicken 'N Pickle casual restaurant, sports fields, batting cages, indoor athletic center, swimming pool, and 6,000 attendee special event was calculated separately from the shared parking analysis as the land uses are either not represented in the ULI data or empirical data for a comparable site was available and utilized to prepare a parking demand estimate.

Chicken 'N Pickle Casual Restaurant

While the casual restaurant land use is identified in ULI, the unique nature of the proposed tenant and the availability of empirical data resulted in not using the shared parking data. The proposed tenant, Chicken N Pickle, is an indoor/outdoor entertainment complex including a casual restaurant and sports bar that boasts pickle ball courts and a variety of yard games. There are currently existing locations in Texas, Kansas, Missouri, Oklahoma, and Arizona.

Daily trip generation data for an existing 78,000 sf location in San Antonio, Texas was utilized to estimate weekday and weekend parking demand for that site by reviewing and in and out driveway split for a 24-hour period. As the Project location is proposing a 100,000 sf facility, the weekday and weekend parking demand information from the San Antonio, Texas location was factored according to the difference in the square footage to estimate parking demand for the Project location. To prepare a conservative estimate of parking demand, no credits for mode adjustment or internalization were applied to this use. The weekday and weekend hourly parking demand for the Chicken 'N Pickle, along with the other custom uses is provided in **Table 5** and **Table 6**, respectively.

Sports Fields

The sports fields consist of both soccer and baseball fields. The days and time periods of use will vary depending on what activities are occurring. Assumptions regarding the activities, time of use, participants, and parking demand are provided.

Soccer Fields

It was determined that the soccer fields could be used for practices, regular games, and tournament games. It was assumed that practices will occur on weekdays from 4:00 PM to 8:00 PM and regular games and tournaments will occur on weekends from 8:00 AM to 8:00 PM.

The following parking assumptions for each type of activity are presented below:

- Practice
    - One team of 15 players, 15 spectators, and 1 coach
    - Average vehicle occupancy of 1.6 players/spectators per vehicle and 1 coach per vehicle
    - Resulting in parking demand of 20 spaces per field
- Regular Game
    - Two teams of 15 players and 1 coach each (30 players and 2 coaches total) and 75 spectators
    - Average vehicle occupancy of 3.2 players/spectators per vehicle and 1 coach per vehicle
    - Resulting in parking demand of 35 spaces per field
- Tournament Game
    - Two teams of 15 players and 1 coach each (30 players and 2 coaches total) and 75 spectators
    - Average vehicle occupancy of 3 players/spectators per vehicle and 1 coach per vehicle
    - Resulting in parking demand of 37 spaces per field

Weekday peak parking demand was determined to be 20 spaces per field resulting in a peak demand of 260 parking spaces per hour.

Weekend parking demand was determined to be higher with the tournament games than regular games. Tournament style games typically have a larger attendance and therefore represent a higher parking demand per field than practices or regular games. Additionally, practices were assumed to have a lower average vehicle occupancy rate than soccer games and tournaments as some parents drop off/pick up their kids. The use of all 13 soccer fields for tournament play on weekends between the hours of 8:00 AM and 8:00 PM represents a conservative parking demand estimate of 481 parking spaces per hour for the soccer fields.

To account for additional tournament soccer teams and spectators that may not be actively using the fields during a given hour, the 481-parking space demand for players and spectators was factored by an average vehicle occupancy rate of 3.0 to represent a greater demand for parking.

The weekday and weekend hourly parking demand for the soccer fields, along with the other custom uses is provided in **Table 5** and **Table 6**, respectively.

Baseball Fields

It was determined that the baseball fields could be used for practices, regular games, and tournament games. It was assumed that practices will occur on weekdays from 4:00 PM to 8:00 PM and regular games and tournaments will occur on weekends from 8:00 AM to 8:00 PM.

The following parking assumptions for each type of activity are presented below:

- Practice
  - One team of 20 players,20 spectators, and 1 coach,
  - Average vehicle occupancy of 1.5 players/spectators per vehicle and 1 coach per vehicle
  - Resulting in parking demand of 27 spaces per field
- Regular Game
  - Two teams of 20 players and 1 coach each (40 players and 2 coaches total) and 20 spectators
  - Average vehicle occupancy of 2.5vehicles per player/spectator and 1 coach per vehicle
  - Resulting in parking demand of 34 spaces per field
- Tournament Game
  - Two teams of 20 players and 1 coach each (40 players and 2 coaches total) and 20 spectators
  - Parking demand of 2.9 vehicles per player/spectator and 1 coach per vehicle
  - Resulting in parking demand of 30 spaces per field

Weekday peak parking demand was determined to be 27 spaces per field resulting in a peak demand of 243 parking spaces per hour.

Weekend parking demand was determined to be higher with the tournament games than regular games. Tournament style games typically have a larger attendance and therefore represent a higher parking demand per field than practices or regular games. Additionally, practices were assumed to have a lower average vehicle occupancy rate than soccer games and tournaments as some parents drop off/pick up their kids. The use of all 9 baseball fields for tournament play on weekends between the hours of 8:00 AM and 8:00 PM represents a conservative parking demand estimate of 270 parking spaces per hour for the baseball fields.

To account for additional tournament baseball teams and spectators that may not be actively using the fields during a given hour, the 270-parking space demand for players and spectators was factored by 2.9 to represent a greater demand of parking.

The weekday and weekend hourly parking demand for the baseball fields, along with the other custom uses is provided in **Table 5** and **Table 6**, respectively.

Batting Cages

The batting cages are anticipated to be an ancillary use to the baseball fields and only accessible to programs that use the baseball fields. To provide a conservative estimate of parking demand, it was assumed that the batting cages could have a separate parking demand from the baseball fields. In addition, it was assumed that the batting cages would be utilized during the same periods of time as the baseball fields, on weekdays from 4:00 PM to 8:00 PM and on weekends from 8:00 AM to 8:00 PM. The following parking assumptions were made for the batting cages:

- 4 persons per batting cage
- Parking demand of 0.5 spaces per person
- Resulting in parking demand of 2 spaces per batting cage

Weekday and weekend peak parking demand was determined to be 2 spaces per batting cage resulting in a peak demand of 24 parking spaces per hour. The weekday and weekend hourly parking demand for the batting cages, along with the other custom uses is provided in **Table 5** and **Table 6**, respectively.

Indoor Athletic Center

The indoor athletic center could be configured to operate up to 8 basketball courts, up to 16 volleyball courts, or a combination of both. Given the number of players per volleyball team (assumed 14 players per volleyball team versus 12 players per basketball team) and the higher number of volleyball courts, it was determined that the configuration of 16 volley courts would result in a higher parking demand.

It was assumed that use of the volleyball courts will occur on weekdays and weekends from 8:00 AM to 8:00 PM. The following parking assumptions were made for the volleyball courts:

- Two teams of 14 players and 1 coach each with 14 spectators for practice and 56 spectators for games
- Average vehicle occupancy of 1.3 players/spectators per vehicle and 1 coach per vehicle for practices and an average vehicle occupancy of 2.1 players/spectators per vehicle and 1 coach per vehicle for games
- Resulting in parking demand of 23 spaces per volleyball court for practices and 42 spaces per volleyball court for games

Weekday and weekend peak parking demand was determined to be 23 spaces per volleyball court for practices and 42 spaces per volleyball court for games resulting in a peak demand of 368 parking spaces per hour and 672 parking spaces per hour for practices and games respectively. The weekday

and weekend hourly parking demand for the volleyball court, along with the other custom uses is provided in **Table 5** and **Table 6**, respectively.

Tennis/Pickle Ball Court

The tennis/pickle ball courts will consist of 8 courts that can accommodate tennis or pickle ball. It was assumed that use of the tennis/pickle ball courts will operate on weekdays and weekends from 8:00 AM to 8:00 PM. The following parking assumptions were made for the tennis/pickle ball courts:

- Two teams of 2 players each
- Two additional teams of 2 players waiting to play per court
- Parking demand of 1 space per player
- Resulting in parking demand of 8 spaces per tennis/pickle ball court

Given the increase in popularity of pickle ball, the addition of waiting teams was included in this parking demand estimate. Weekday and weekend peak parking demand was determined to be 8 spaces per tennis/pickle ball court resulting in a peak demand 64 parking spaces per hour. The weekday and weekend hourly parking demand for the tennis/pickle ball, along with the other custom uses is provided in **Table 5** and **Table 6**, respectively.

Swimming Pool

The swimming pool will consist of 8 lanes for lap swimming. It was assumed that use of the swimming pool will occur on weekdays and weekends from 8:00 AM to 8:00 PM. The following parking assumptions were made for the swimming pool:

- 2 swimmers per lane
- Parking demand of 1 space per swimmer
- Resulting in parking demand of 2 spaces per lane

Weekday and weekend peak parking demand was determined to be 2 spaces per lane resulting in a peak demand of 16 parking spaces per hour. The weekday and weekend hourly parking demand for the swimming pool, along with the other custom uses is provided in **Table 5** and **Table 6**, respectively.

Special Event

The minor league baseball stadium can be utilized for special events such as concerts or other performances with up to 6,000 attendees. It was assumed that special events would only occur on weekends from 5:00 PM to 12:00 AM (midnight). The following parking assumptions were made for the special event:

- 6,000 attendees
- Parking demand of 2.5 people per vehicle
- Resulting in parking demand of 2,400 spaces

Weekend peak parking demand was determined to be 2,400 spaces per hour. This analysis is taking a conservative approach by assuming a longer time period than typical concerts (6 hours versus 3 hours). This longer time period does not account for any buildup or drawdown of parking demand but rather assumes the peak parking demand is present for the entirety of the 6-hour period. The weekend hourly parking demand for the special event, along with the other custom uses is provided in **Table 5** and **Table 6**, respectively.

It should be noted that the minor league baseball stadium cannot be used at the same time for a baseball game and special event. As the special event has a greater seat capacity and parking demand than the minor league baseball game, the special event scenario will result in the higher parking demand for the Project.

Table 5: Weekday Parking Demand for Custom Land Uses

ULI Land Use	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM	11:00 PM	12:00 AM
Chicken 'N Pickle	0	3	54	69	50	53	69	90	85	77	158	194	218	210	176	136	96	35	0
Soccer Fields (Practice)											260	260	260	260					
Baseball Fields (Practice)											243	243	243	243					
Batting Cages											24	24	24	24					
Indoor Athletic Center (Volleyball)			368	368	368	368	368	368	368	368	368	368	368	368					
Tennis/Pickle Ball Court			64	64	64	64	64	64	64	64	64	64	64	64					
Swimming Pool			16	16	16	16	16	16	16	16	16	16	16	16					
Special Event																			

Table 6: Weekend Parking Demand for Custom Land Uses

ULI Land Use	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM	11:00 PM	12:00 AM
Chicken 'N Pickle	1	8	81	167	127	81	133	151	206	219	241	321	355	351	368	329	253	153	0
Soccer Fields (Tournament)			481	481	481	481	481	481	481	481	481	481	481	481					
Baseball Fields (Tournament)			270	270	270	270	270	270	270	270	270	270	270	270					
Batting Cages			24	24	24	24	24	24	24	24	24	24	24	24					
Indoor Athletic Center (Volleyball)			672	672	672	672	672	672	672	672	672	672	672	672					
Tennis/Pickle Ball Court			64	64	64	64	64	64	64	64	64	64	64	64					
Swimming Pool			16	16	16	16	16	16	16	16	16	16	16	16					
Special Event												2,400	2,400	2,400	2,400	2,400	2,400	2,400	

Findings

Combining the weekday parking demand of the standard ULI land uses in **Table 3** and the custom land uses in **Table 5** results in a peak weekday parking demand of 2,642 spaces at 7:00 PM as presented in **Table 7**. A graphical representation of the weekday parking demand is presented in **Figure 2**.

Combining the weekend parking demand of the standard ULI land uses in **Table 4** and the custom land uses in **Table 6** results in a peak weekend parking demand of 5,021 paces at 6:00 PM as presented in **Table 8**. A graphical representation of the weekday parking demand is presented in **Figure 3**.

Graphical representations of all the scenarios considered in this analysis are presented in **Appendix B**.

The state of the practice considers a parking supply buffer of 5% - 15% appropriate to account for turnover and parking inefficiencies. As documented by the Urban Land Institute (ULI) in *Shared Parking, Third Edition* (2020), ""A parking facility will be perceived as full at somewhat less than its actual capacity, generally in the rate of 85 to 95 percent occupancy" (p. 15). The parking spaces associated with this factor provide a cushion of parking supply to account for mis-parked vehicles, vehicle maneuvers, and vacancies associated with reserved spaces. As a result of this consideration the Project could be considered full when parking spaces are 90% utilized. It is recommended that the peak parking demand of 5,021 spaces not exceed 90% utilization of the total parking supply. Therefore, a minimum of 5,579 (5,021 ÷ 0.90 = 5,579) parking spaces should be provided. As the Project is proposing a parking supply of 6,293 spaces there is sufficient parking supply to accommodate the peak parking demand of the Project.

Table 7: Weekday Parking Demand for Minor League Baseball Game with Baseball/Soccer Practice

ULI Land Use	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM	11:00 PM	12:00 AM
Retail	3	8	18	40	67	84	106	106	102	94	94	94	98	90	75	51	22	9	0
Casual Restaurant	38	60	112	164	303	455	521	521	473	321	291	322	449	427	270	165	113	60	38
Park	1	3	6	13	25	33	42	46	48	46	44	34	44	48	48	48	40	25	5
Hotel	49	52	60	55	50	50	48	48	50	50	48	51	49	46	48	51	51	52	51
Recreation Center	0	0	0	2	27	64	81	85	90	90	85	89	94	89	85	62	9	0	0
Recreation Center Office	3	13	43	80	91	87	72	74	87	83	72	51	21	13	4	3	1	0	0
Baseball Stadium	0	5	5	22	22	22	80	80	80	80	80	83	184	738	1,432	1,432	1,224	358	5
Baseball Stadium Office	1	6	19	36	41	39	32	33	39	37	32	23	9	6	2	1	0	0	0
Chicken 'N Pickle	0	3	54	69	50	53	69	90	85	77	158	194	218	210	176	136	96	35	0
Soccer Fields (Practice)											260	260	260	260					
Baseball Fields (Practice)											243	243	243	243					
Batting Cages											24	24	24	24					
Indoor Athletic Center (Volleyball)			368	368	368	368	368	368	368	368	368	368	368	368					
Tennis/Pickle Ball Court			64	64	64	64	64	64	64	64	64	64	64	64					
Swimming Pool			16	16	16	16	16	16	16	16	16	16	16	16					
Special Event																			
Total	95	150	765	929	1,124	1,335	1,499	1,531	1,502	1,326	1,879	1,916	2,141	2,642	2,140	1,949	1,556	539	99
Total with 10% Buffer	105	165	842	1022	1236	1469	1649	1684	1652	1459	2067	2108	2355	2906	2354	2144	1712	593	109
Supply	6,263	6,263	6,263	6,263	6,263	6,263	6,263	6,263	6,263	6,263	6,263	6,263	6,263	6,263	6,263	6,263	6,263	6,263	6,263
Difference	6,158	6,098	5,421	5,241	5,027	4,794	4,614	4,579	4,611	4,804	4,196	4,155	3,908	3,357	3,909	4,119	4,551	5,670	6,154

Figure 2 – Weekday Minor League Baseball Game with Baseball/Soccer Practice

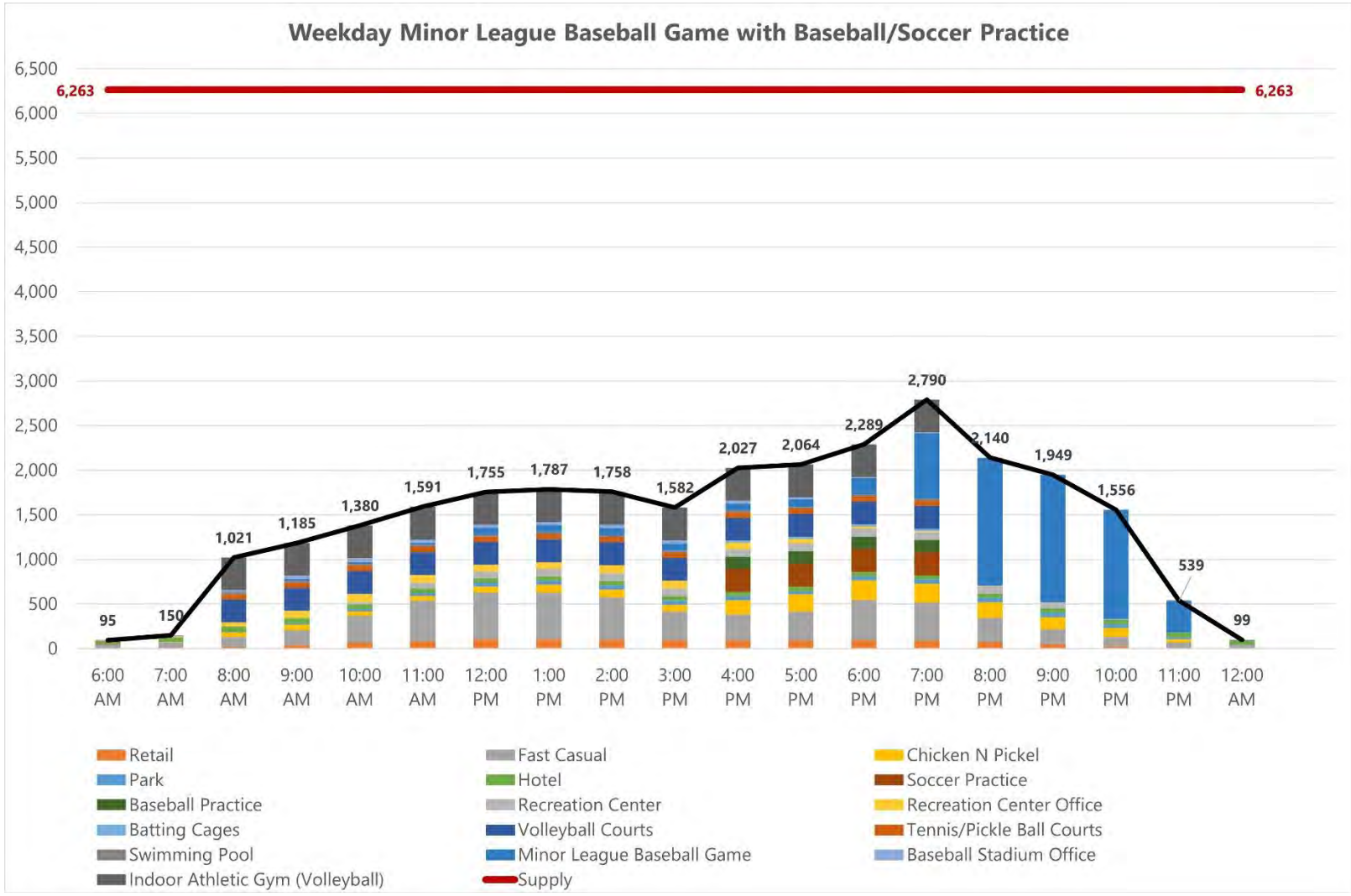
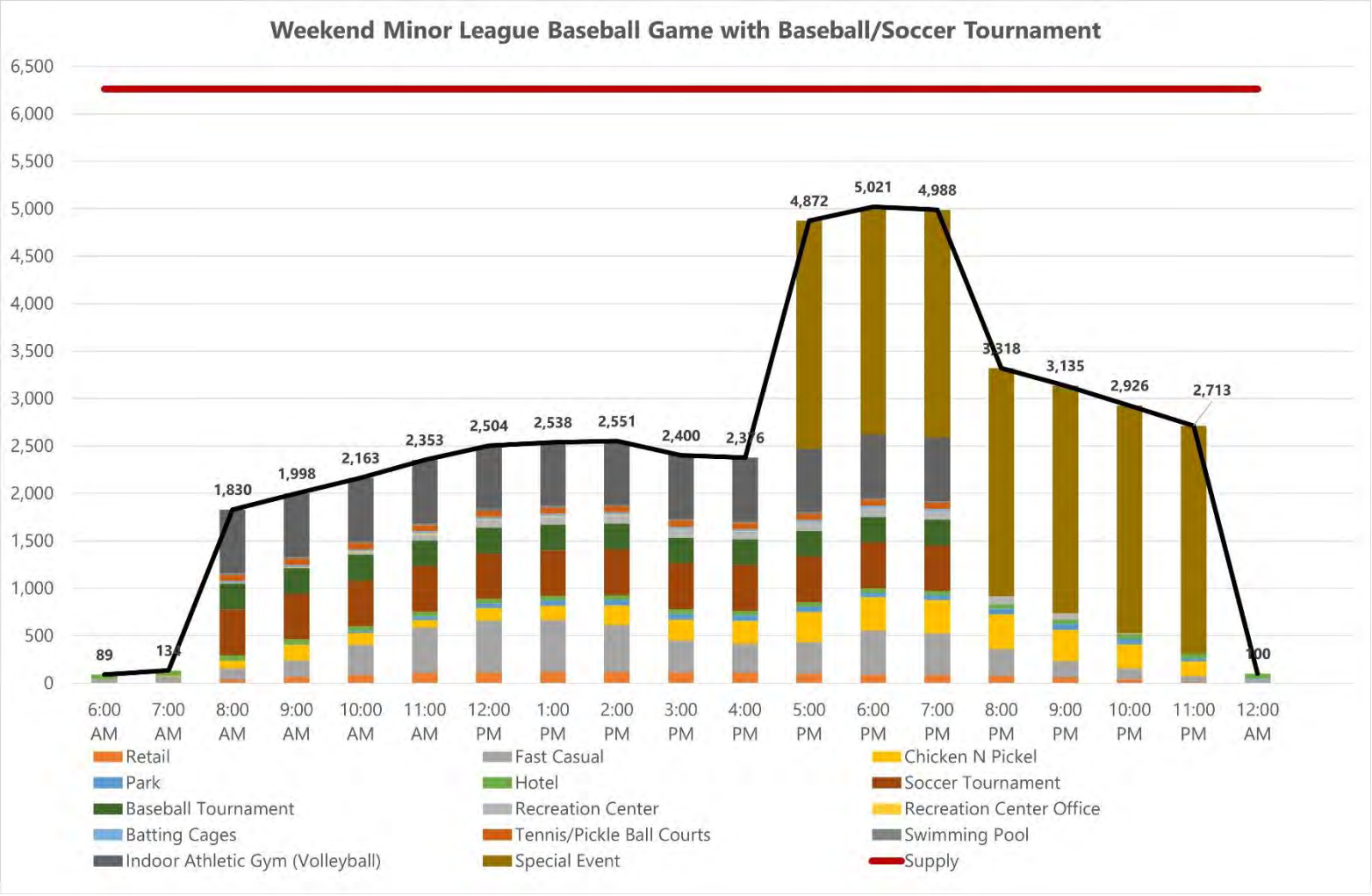


Table 8: Weekend Parking Demand

ULI Land Use	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM	11:00 PM	12:00 AM
Retail	4	9	38	66	87	108	114	119	119	114	110	99	91	86	80	63	39	13	0
Casual Restaurant	35	63	117	172	316	476	546	546	495	336	304	331	462	439	277	170	116	62	39
Park	0	0	1	2	21	39	47	55	59	61	60	53	44	50	61	61	58	33	10
Hotel	49	52	60	55	50	50	48	48	50	50	48	51	49	46	48	51	51	52	51
Recreation Center	0	0	0	1	26	62	80	84	89	89	84	89	93	89	84	61	9	0	0
Recreation Center Office	0	2	6	8	9	10	9	8	6	4	2	1	0	0	0	0	0	0	0
Baseball Stadium																			
Baseball Stadium Office	0	1	3	4	4	5	4	4	3	2	1	0	0	0	0	0	0	0	0
Chicken 'N Pickle	1	8	81	167	127	81	133	151	206	219	241	321	355	351	368	329	253	153	0
Soccer Fields (Tournament)			481	481	481	481	481	481	481	481	481	481	481	481					
Baseball Fields (Tournament)			270	270	270	270	270	270	270	270	270	270	270	270					
Batting Cages			24	24	24	24	24	24	24	24	24	24	24	24					
Indoor Athletic Center (Volleyball game)			672	672	672	672	672	672	672	672	672	672	672	672					
Tennis/Pickle Ball Court			64	64	64	64	64	64	64	64	64	64	64	64					
Swimming Pool			16	16	16	16	16	16	16	16	16	16	16	16					
Special Event													2,400	2,400	2,400	2,400	2,400	2,400	
Total	89	134	1,830	1,998	2,163	2,353	2,504	2,538	2,551	2,400	2,376	4,872	5,021	4,988	3,318	3,135	2,926	2,713	100
Total with 10% Buffer	98	147	2,013	2,197	2,379	2,588	2,754	2,791	2,806	2,640	2,613	5,359	5,524	5,487	3,650	3,449	3,219	2,984	110

Supply	6,263	6,263	6,263	6,263	6,263	6,263	6,263	6,263	6,263	6,263	6,263	6,263	6,263	6,263	6,263	6,263	6,263	6,263	6,263
Difference	6,165	6,116	4,250	4,066	3,884	3,675	3,509	3,472	3,457	3,623	3,650	904	739	776	2,613	2,814	3,044	3,279	6,153

Figure 3 – Weekend Minor League Baseball Game with Baseball/Soccer Tournament



Appendix A

Table 1: Project ULI Land Uses Weekday Peak Month

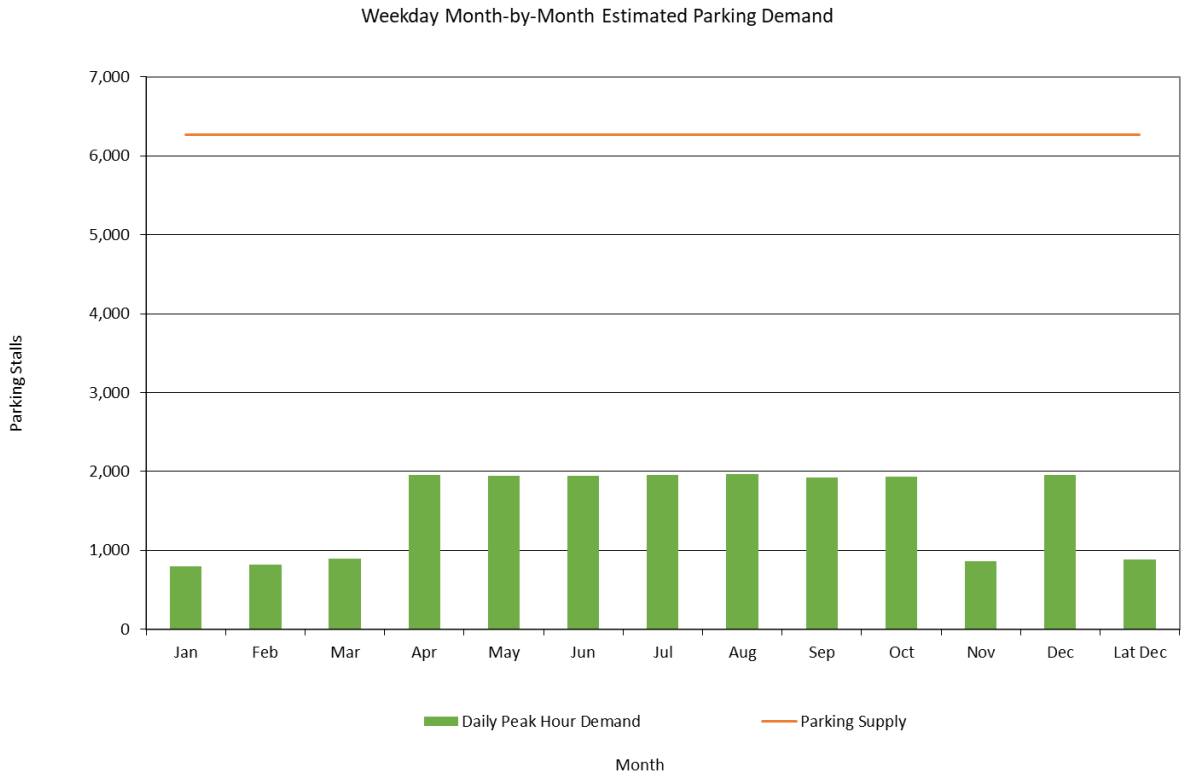


Table 2: Project ULI Land Uses Weekend Peak Month

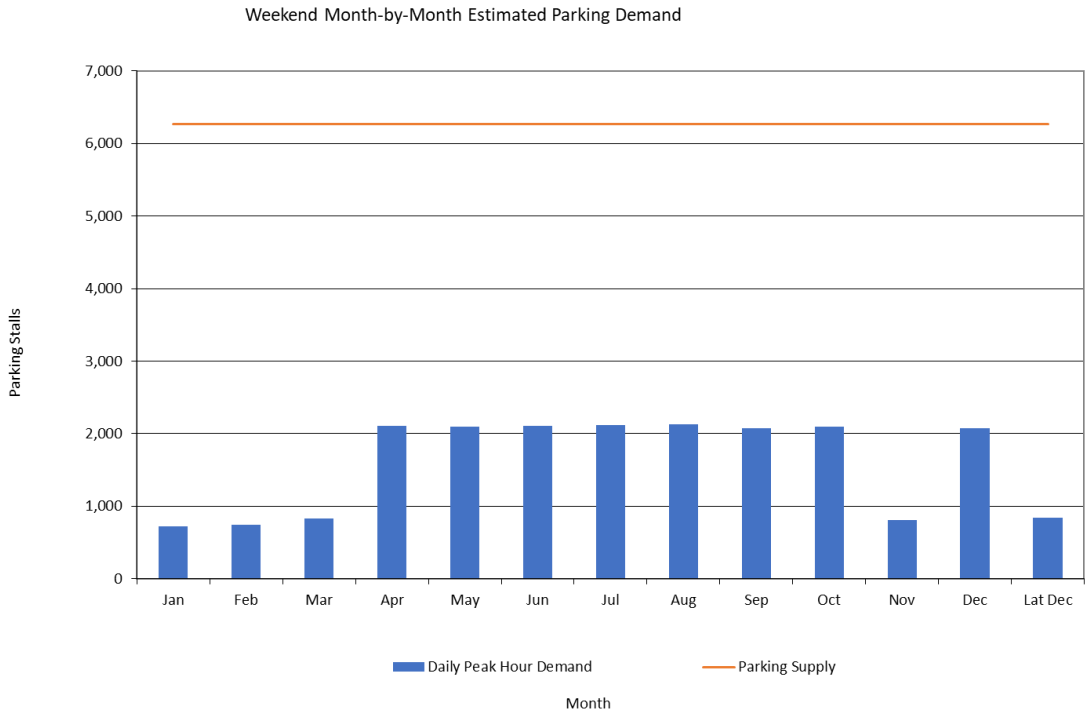


Table 3: Project ULI Land Uses Weekday Peak Hour

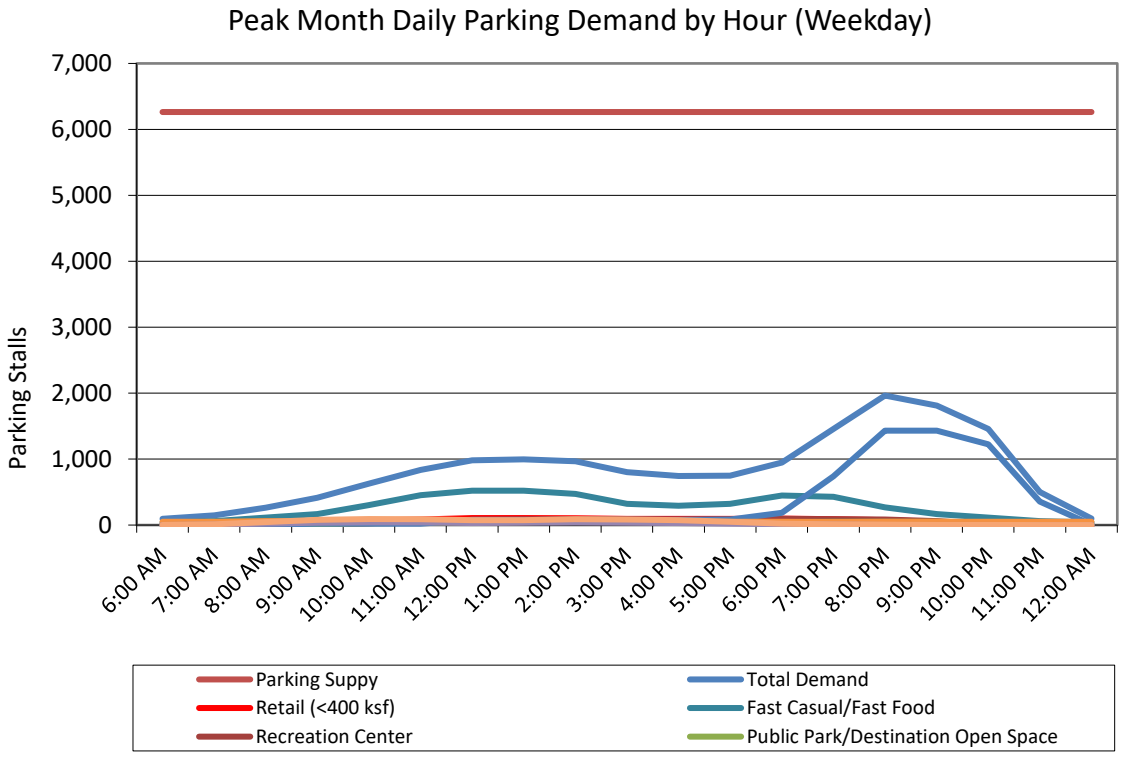
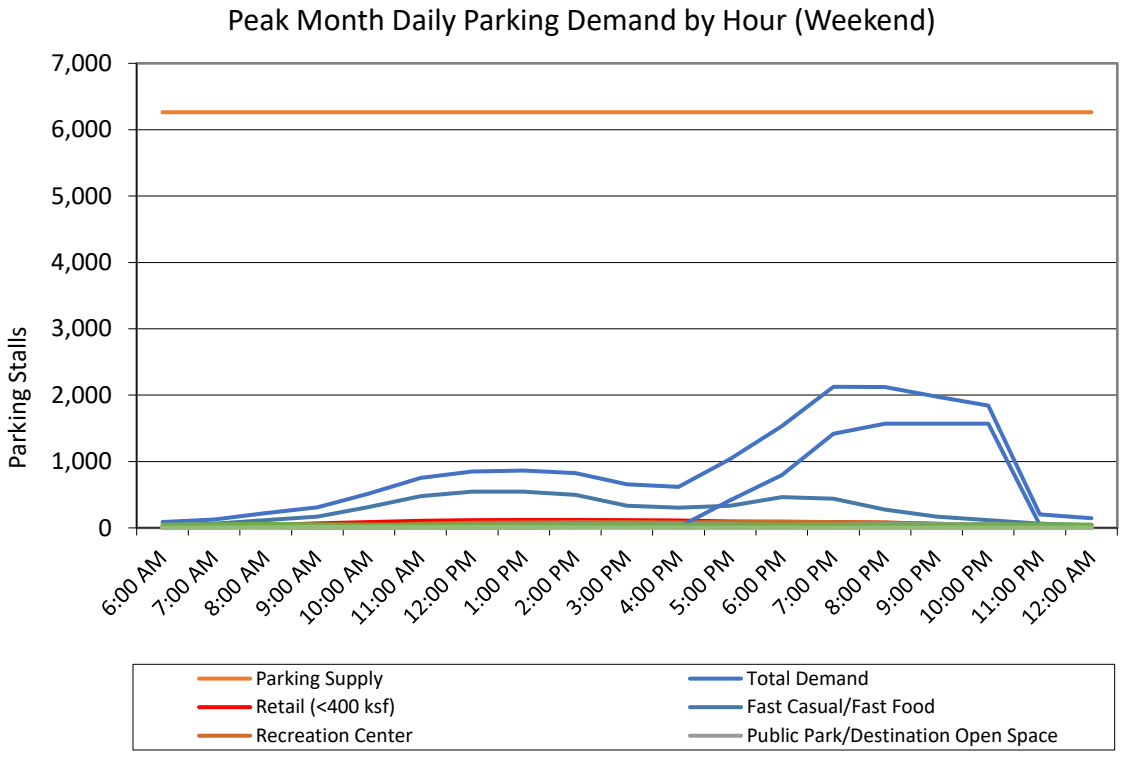
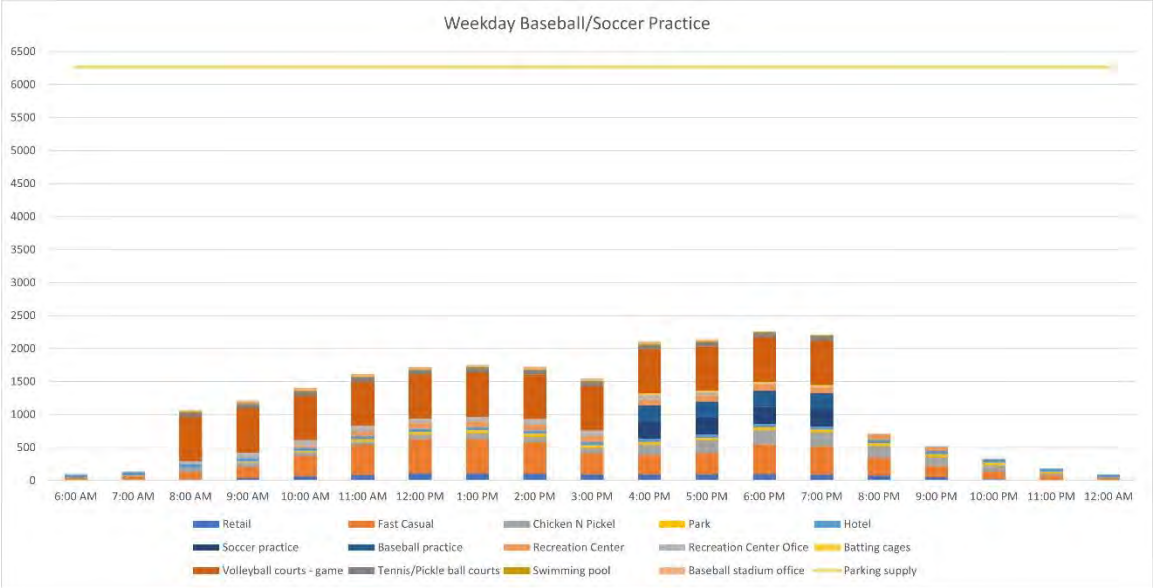


Table 4: Project ULI Land Uses Weekend Peak Hour

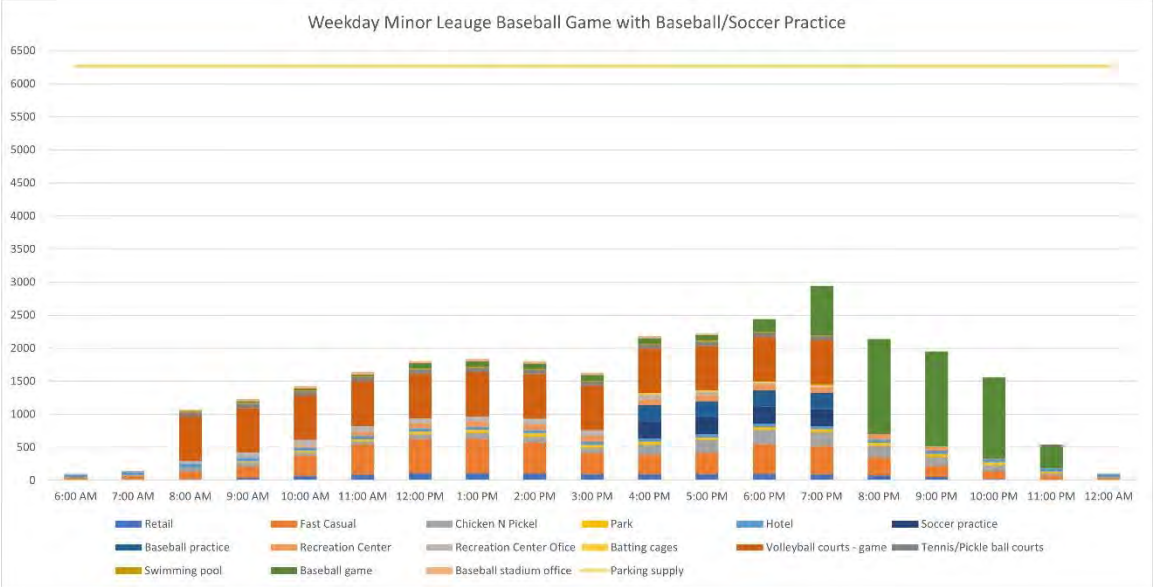


Appendix B

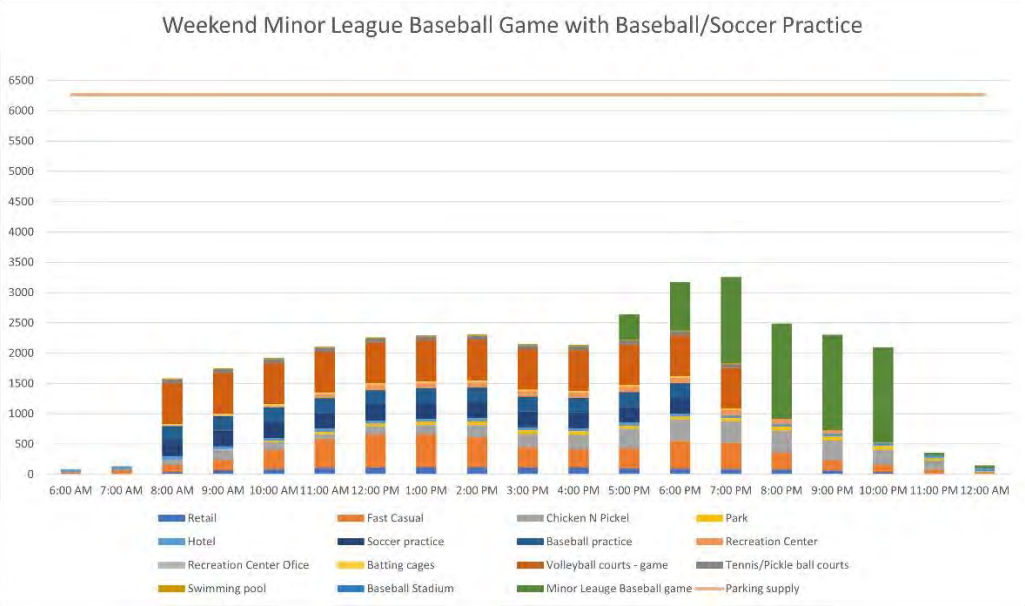
Scenario 1: Weekday Baseball/Soccer Practice



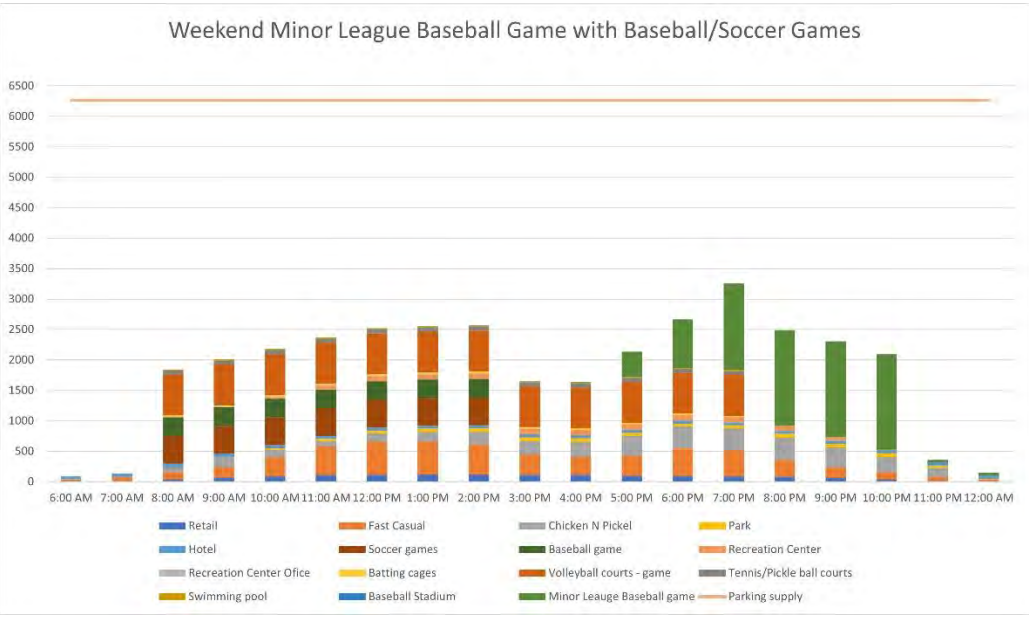
Scenario 2: Weekday Minor League Baseball Game with Baseball/Soccer Practice



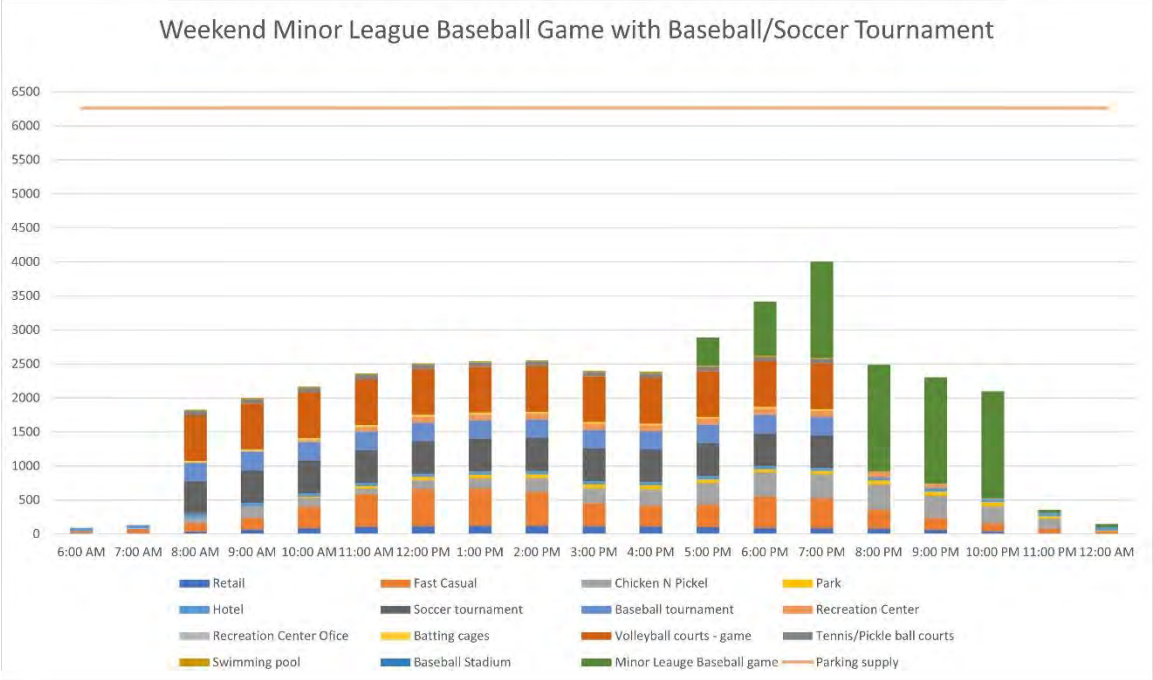
Scenario 3: Weekend Minor League Baseball Game with Baseball/Soccer Practice



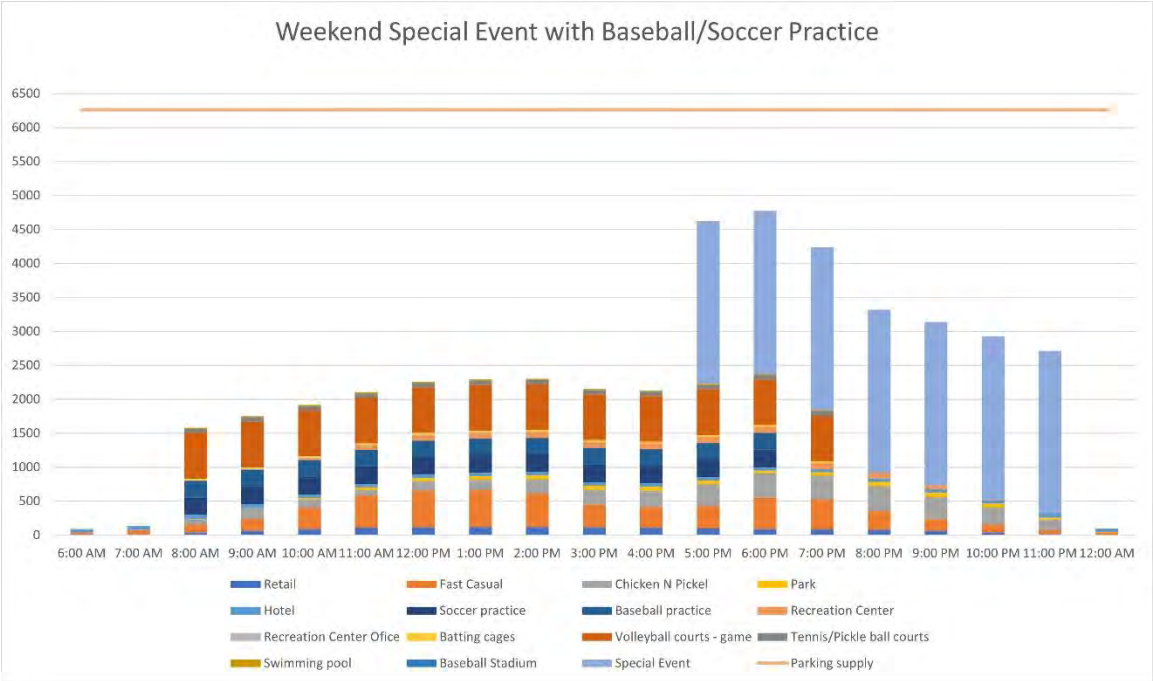
Scenario 4: Weekend Minor League Baseball Game with Baseball/Soccer Games



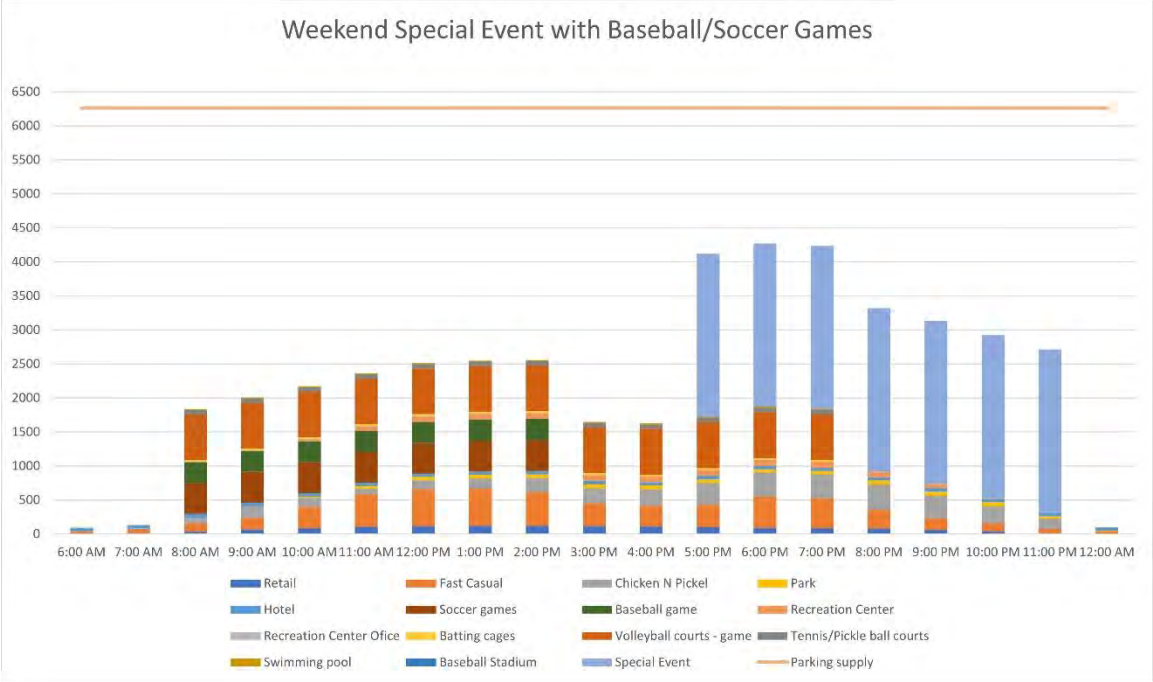
Scenario 5: Weekend Minor League Baseball Game with Baseball/Soccer Tournaments



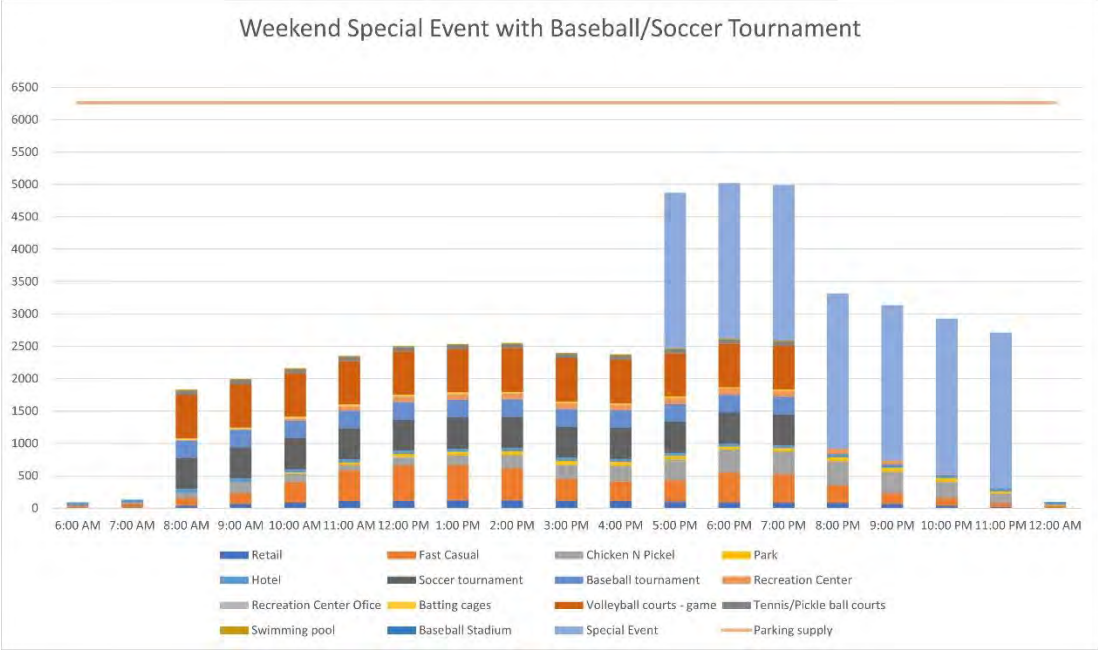
Scenario 6: Weekend Special Event with Baseball/Soccer Practice



Scenario 7: Weekend Special Event with Baseball/Soccer Games



Scenario 8: Weekend Special Event with Baseball/Soccer Tournament



Appendix A2. Preliminary Event Traffic Management Plan

Appendix

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DRAFT Ontario Regional Sports Complex

Event Transportation Management Plan (TMP)

Prepared for:
City of Ontario

June 2024

OC20-0741

FEHR PEERS

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1. Introduction

1.1 Purpose and Objectives

This Event Transportation Management Plan (TMP) outlines strategies and procedures to provide convenient and efficient access for all modes of travel to and from the proposed stadium and recreational uses at the Ontario Regional Sports Complex (ORSC). This plan provides high-level guidance for managing access and circulation to, within, and from the Project Site. The TMP is intended to be a flexible document that can be amended by the City as conditions change and based on the unique needs of each event that employs the TMP.

The key objectives of the TMP are to:

- Minimize single occupancy auto mode share and reduce vehicle trips and parking demand generated by the project to the maximum extent practicable
- Facilitate and promote use of non-automobile transportation by people attending and supporting games, events, and other uses on-site
- Facilitate a high-quality walking experience to the stadium from adjacent hospitality land uses in Planning Areas (PAs) 2, 3, and 4 by identifying key walking routes and major street crossing locations so that wayfinding, infrastructure improvements, and/or personnel (e.g., traffic control officers, parking control officers, or other personnel acceptable to the City) can be placed at critical points to manage the interaction of pedestrians and vehicles during medium and large events
- Improve safety for all transportation users at key locations in and around the ORSC site during event ingress and egress
- Minimize conflicts between ridesharing (i.e., Lyft, Uber), taxi operations, transit, walking, and biking near the ORSC site
- Designate specific rideshare/taxi pick-up and drop-off zones on public streets
- Facilitate the safe and efficient flow of vehicle traffic into and out of the site and the adjacent neighborhoods during event conditions
- Minimize event-related vehicular, bicycle, and pedestrian impacts to surrounding residential and commercial areas
- Minimize impacts to through traffic on adjacent arterial streets by separating project traffic to the extent possible

This version of the TMP was prepared during the environmental review stage of the Project when final site plan and operational procedures have not yet been established. It is anticipated that this document will be updated periodically to account for changes in operations and as information becomes available. Chapter 7 identifies a formal review process and event oversight committee that will regularly review procedures outlined in the TMP.

1.2 Roles and Responsibilities

Table 1 describes the roles and responsibilities for key agencies and entities that would play important roles in implementing the TMP.

This document does not identify specific entities which will carry out certain actions because contractual, logistical, and other details have not yet been finalized. In many instances, the responsibilities are assigned to "the City or Stadium operator," reflecting that several City departments (e.g. Police, Public Works) may have responsibility; alternatively the responsibility could be placed on the Stadium operator or other subcontractor. As proposed programming is finalized for the facilities on the Project Site it is anticipated that roles and responsibilities would be more clearly defined.

Table 1: Key Agency Roles and Responsibilities

Agency or Entity	Roles and Responsibilities
City of Ontario Department of Public Works (DPW)	DPW has jurisdiction over the City's public right-of-way (ROW), traffic operations, and parking. It manages all surface transportation infrastructure and systems in the City (roads, sidewalks, parking lots, etc.). DPW will assist in managing parking facilities and reviewing and implementing temporary traffic control as needed
City of Ontario Police Department (Ontario PD)	Ontario PD is responsible for emergency response, preparation/implementation of traffic control plans, and incident management. Ontario PD may assist in managing event traffic (e.g. through traffic control officers). Ontario PD will also coordinate with OFD and other agencies as needed.
City of Ontario Fire Department (OFD)	OFD provides fire suppression and emergency medical services for residents, visitors, and employees within the City of Ontario.
City of Ontario Recreation & Community Services Department (ORCSD)	ORCSD will operate and maintain the public recreation and athletic facilities on the Project site, review event permits, and manage major event programming to ensure compliance with established rules and guidelines.
Minor Leage Baseball Team Franchise/Stadium Event Operators	The baseball team franchise and other event operators will be responsible for reviewing event characteristics and assisting in the implementation of Transportation Demand Management (TDM) strategies and the TMP as needed for events.
Sports Leagues/Tournament Operators	Sports leagues and tournament operators will be responsible for coordinating with ORCSD to complete event permitting and assist in the implementation of the TMP and Project TDM strategies.

Agency or Entity	Roles and Responsibilities
Omnitrans	Omnitrans is the public transportation provider for southwest San Bernardino County. Omnitrans could work with the City to manage public transportation access during events and implement TDM measures.

1.3 Report Organization

The remainder of this report is organized into the following chapters:

- Chapter 2 (Project Description) – describes the ORSC Project Site including the location, project site plan, proposed land uses, and anticipated annual activities
- Chapter 3 (Travel Characteristics) – explains the expected number of trips, mode share, and major travel routes to and from the Project Site under different event scenarios
- Chapter 4 (Traffic Element) – discusses planned personal auto access to and from the site during events
- Chapter 5 (Transit and Rideshare Element) – discusses planned public transportation and ride-share access to and from the site during events
- Chapter 6 (Active Transportation Element) – discusses planned bicycle and pedestrian access to and from the site during events
- Chapter 7 (Emergency Access Element) – discusses planned emergency vehicle access to and from the site during events
- Chapter 8 (Monitoring) – presents a set of performance standards and a monitoring plan that should be implemented once the Project is operational

1.4 Coordination with Parking and Transportation Demand Management Plan

The City has developed a Parking and Transportation Demand Management (TDM) Plan to provide strategies to reduce the number of vehicle trips to/from the Project site and explain how these strategies will be implemented. Specifically, the Parking and TDM Plan supports the TMP by:

- Explaining parking management measures for events and different land uses
- Identifying potential ways these measures will be enforced
- Promoting non-automotive modes of travel to access the Project

It is anticipated that if the TMP is updated, parking/TDM measures will need to be reviewed and vice versa.

2. Project Description

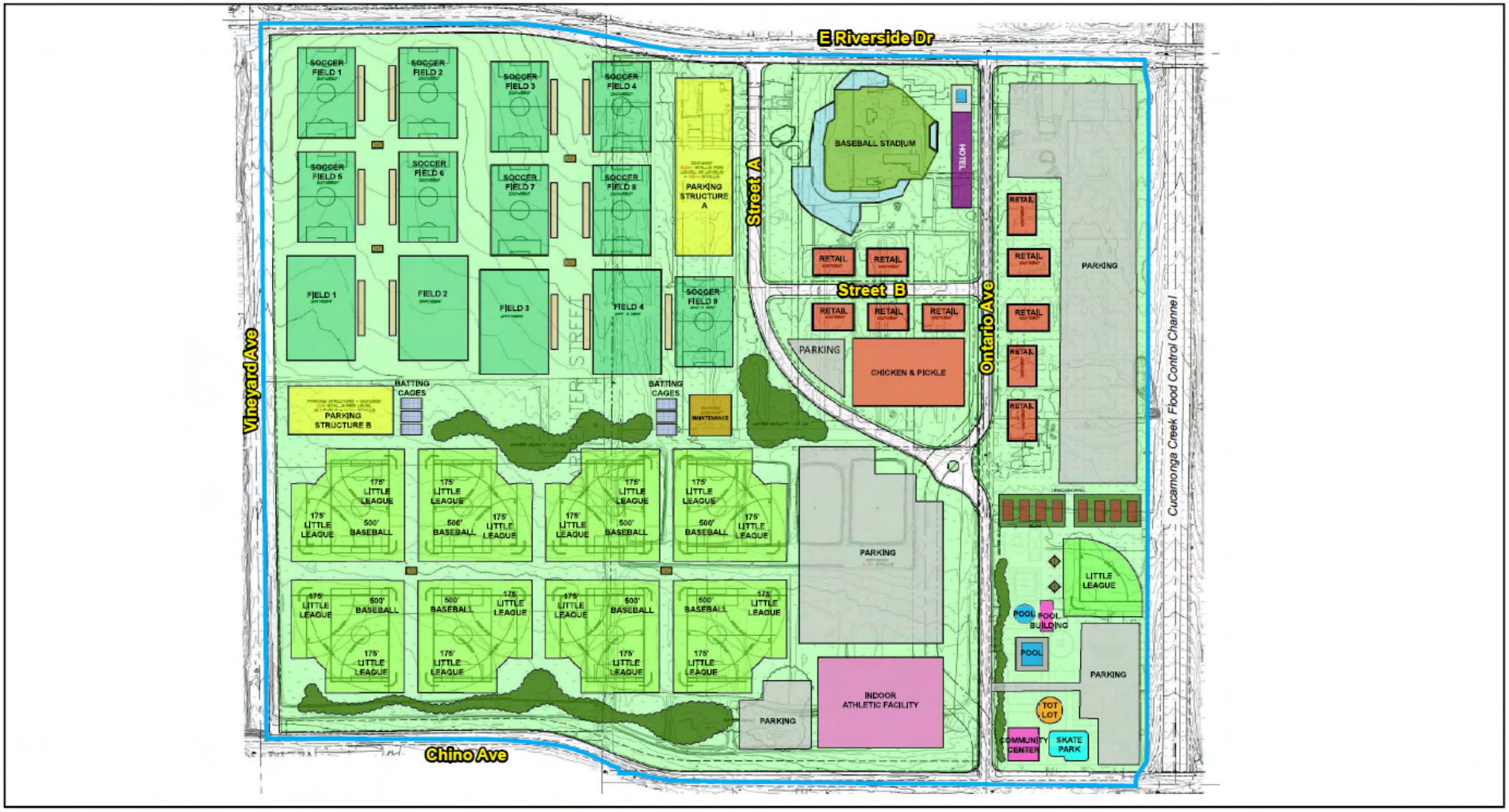
2.1 Overview

The proposed Project is a 199-acre sports complex with a mix of uses. The Project site is bounded by Riverside Drive to the north, Chino Avenue to the south, Cucamonga Creek Flood Control Channel to the east, and Vineyard Avenue to the west, as shown in **Figure 1**.

The Project will consist of the following land uses:

- Planning Area (PA) 1: Semi-professional Minor League Baseball Stadium (6,000-person capacity)
- PAs 2-4: Commercial Retail, Baseball Stadium Retail, Retail and Hospitality Areas
- PA 5: City Park (Outdoor Baseball/Softball, Soccer, and Multi-use Fields)
- PA 6: City Park (Indoor Athletic Facility)
- PA 7: Community Recreation Center

Development of the Project will be completed over multiple phases, with Project components anticipated to open between Spring 2025 and Fall 2027.



Project Boundary

0 500
Scale (Feet)

Source: RUM Design Group 2023; Ontario 2023.

Figure 1

Proposed Site Plan

2.2 Proposed Event Programming

In addition to the retail, hospitality, and public park uses that are expected to have consistent use year-round, various events and sports programming will take place periodically that will increase visitation to and from the Project site. The frequency, daily trip generation, and attendee estimates for each event are provided in **Table 1**. Event frequencies and sizes were developed from information provided by the City of Ontario during the environmental review period of the project and is subject to change. Additional special events (e.g. Fourth of July, Trunk-or-Treat, etc.) may also take place on the Project site, which can employ the TMP as needed.

Table 1: Summary of Proposed Event Programming

Land Use	Event Description	No. of Days/ Year	Daily Vehicle Trip Generation Estimate	Average Daily Attendees
Baseball Stadium	Regular Season Games	66	803 to 2,038	1,300 - 3,400
	Postseason Games	≤5	2,038	6,000
	Small Event (100 attendees)	4	58	100
	Small Event (200 attendees)	2	116	200
	Small Event (500 attendees)	7	289	500
	Medium Event (2,000 attendees)	9	1,157	2,000
	Medium Event (3,000 attendees)	4	1,735	3,000
	Medium Event (4,000 attendees)	16	2,314	4,000
	Large Event (5,000 attendees)	2	2,892	5,000
	Large Event (6,000 attendees)	2	3,470	6,000
Soccer Fields	Typical Games	48	4,549	2,000 - 5,000
	Tournaments	16	6,755	5,000 – 8,000
Baseball/Softball Fields	Typical Games	50	3,055	1,400 – 4,000
	Tournaments	16	3,727	4,000 – 6,000
Indoor Basketball/Volleyball Athletic Center	Basketball Games	20	1,112	2,000
	Volleyball Games	54	1,334	2,500

Source: City of Ontario, 2023. Fehr & Peers, 2024.

2.3 Project Access and Circulation

The Project site can be accessed from four signalized intersections:

1. Riverside Drive & Street A
2. Riverside Drive & Ontario Avenue
3. Vineyard Avenue & Parking Structure B
4. Chino Avenue & Ontario Avenue

Ontario Avenue will extend through the Project site to provide access and internal circulation with a right-of-way (ROW) of 88 feet. Two additional internal streets are proposed: Street A and Street B, with 88-foot and 66-foot ROWs, respectively. Driveways, internal multi-use pathways, and sidewalks will also support the movement of visitors on site.

Additional details regarding internal roadways and circulation will be made available during the final design phase of the Project.

3. Travel Characteristics

This section describes the anticipated travel volumes and modes to be used by visitors and employees. It also discusses expected travel origin/destinations, which will influence planning for event traffic. This information is consistent with findings in the *Ontario Regional Sports Complex (ORSC) Transportation Impact Study*.

3.1 Project Scenarios

Project operations are expected to vary throughout the year, depending on the number and scale of events. The scenarios summarized in **Table 2** were developed in coordination with City staff to analyze event traffic operations.

Table 2: Typical and Peak Project Event Scenarios

Scenario	Description	Frequency
Weekday with Practices, No Stadium Events	• Soccer, baseball/softball, and volleyball/ basketball practices • Regular weekday operations at retail, restaurants, and hotel • Regular weekday operations at public park facility	Most Weekdays, Fall-Spring
Weekday with Practices, Regular Stadium Event	• Soccer, baseball/softball, and volleyball/ basketball practices • Regular stadium event (<4,000 attendees) • Regular weekday operations at retail, restaurants, and hotel • Regular weekday operations at public park facility	Most Weekdays, Summer
Weekend with Regular Games, Regular Stadium Event	• Non-tournament soccer, baseball/softball, and volleyball/ basketball games • Regular stadium event (<4,000 attendees) • Regular weekend operations at retail, restaurants, and hotel • Regular weekend operations at public park facility	Most Weekends

Scenario	Description	Frequency
Weekend with One Tournament, No Stadium Event	• One soccer or baseball/softball tournament (5,000+ attendees) • Regular non-tournament games for other sports • Regular weekend operations at retail, restaurants, and hotel • Regular weekend operations at public park facility	Up to 32 Days/Year
Weekend with Two Tournaments, No Stadium Event	• One soccer tournament (5,000+ attendees) • One baseball/softball tournament (4,000+ attendees) • Regular non-tournament basketball/volleyball games • Regular weekend operations at retail, restaurants, and hotel • Regular weekend operations at public park facility	Up to 16 Days/Year
Weekend with Regular Games, Sell Out Stadium Event	• Non-tournament soccer, baseball/softball, and volleyball/ basketball games • Sell-Out stadium event (6,000 attendees) • Regular weekend operations at retail, restaurants, and hotel • Regular weekend operations at public park facility	Up to 7 Days/Year

Source: City of Ontario, 2023. Fehr & Peers, 2024.

While additional scenarios are possible, such as a concurrent tournament and a sell-out stadium event, these are expected to be infrequent and would require additional event traffic management. The City should work to manage the overall activity on the Project site by avoiding scheduling multiple large events on the same day.

3.2 Trip Generation

Trip generation refers to the process of estimating the amount of vehicular traffic a project would add to the surrounding roadway system. Estimates for the Project scenarios were created for the daily condition and for the peak one-hour period when traffic volumes on the adjacent streets are typically the highest. On weekdays, the peak one-hour period occurs during the morning and evening commutes. On weekends, the peak one-hour period occurs around midday on tournament weekends and in the evening on days with stadium events.

Trip generation estimates were prepared using the Institute of Transportation Engineers' (ITE) *Trip Generation Manual, 11th Edition (ITE, 2021),* custom trip generation rates derived from traffic counts at similar facilities, and custom trip generation rates derived from a big-data source (Streetlight Zone Activity Data). Detailed information on trip generation development is documented in the *Ontario Regional Sports Complex Transportation Impact Study*.

The daily and peak hour trip generation estimates for the six Project scenarios are provided in **Table 3**.

Table 3: Daily and Peak Hour Project Vehicle Trip Generation Estimates

Scenario	Daily Vehicle Trip Generation Estimates	Peak Hour Vehicle Trip Generation Estimates		
		In	Out	Total
Weekday PM with Practices, No Stadium Event	15,944	866	661	1,527
Weekday PM with Practices, Regular Stadium Event	16,477	887	659	1,546
Weekend PM with Regular Games, Regular Stadium Event	20,956	1,170	1,193	2,364
Weekend Midday with One Tournament, No Stadium Event	21,286	1,200	1,240	2,441
Weekend Midday with Two Tournaments, No Stadium Event	21,958	1,222	1,260	2,483
Weekend PM with Regular Games, Sell-Out Stadium Event	22,310	1,217	1,245	2,463

Note: Peak Hour of adjacent streets used to show impact on overall transportation system. PM Peak Hour is typically from 5:00pm-6:00pm, Midday Peak Hour is typically from 12:00pm-1:00pm.

3.3 Trip Distribution

Project trip distribution refers to the directions of approach and departure that vehicles would use to travel to and from the Project site. Local knowledge of the study area, travel pattern data and statistics, The Ontario Plan travel demand model (SBTAM), and professional judgment were used to develop a Project trip distribution for the respective trip generators. Detailed information on Project trip distribution is documented in the *Ontario Regional Sports Complex Transportation Impact Study (Fehr & Peers, March 2024).*

For the purposes of the TMP, Project trips were grouped to originate from one of four areas:

1. Northwest – trips utilizing Riverside Drive west or Vineyard Avenue north, including trips to SR-60.
2. Northeast – trips utilizing Riverside Drive east or Archibald Avenue north, including trips to SR-60.

3. Southwest – trips utilizing Chino Avenue west or Vineyard Avenue south, including trips to Euclid Avenue (SR-83).
4. Southeast – trips utilizing Chino Avenue east or Archibald Avenue south, including trips to Ontario Ranch Road and I-15.

The Project trip distribution is shown in **Figures 2a and 2b**. Note that trip distribution is expected to change between opening year (2026) and cumulative year (2050) as the Ontario Ranch and surrounding areas develop.

3.4 Triggers for TMP Deployment

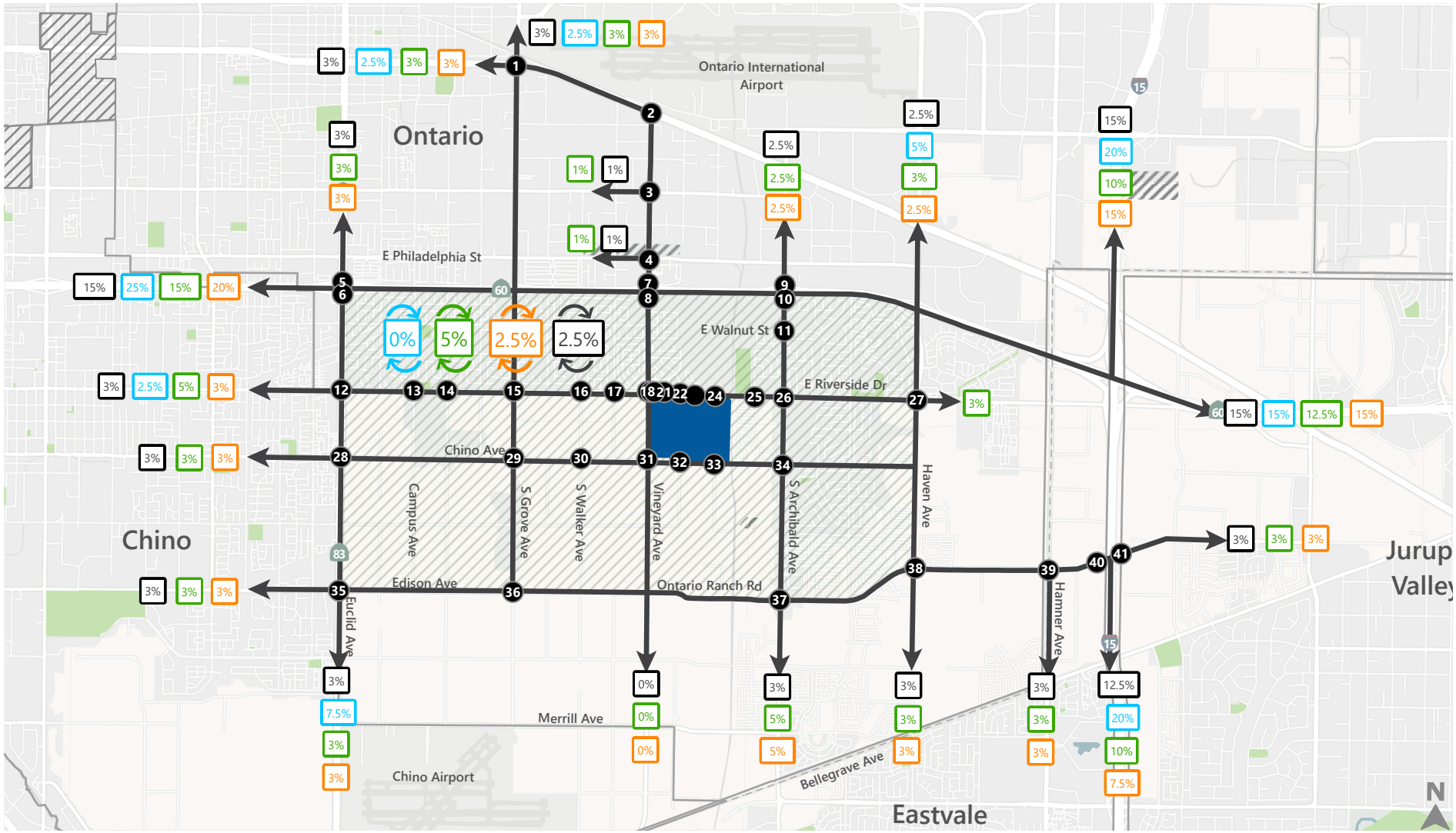
Measures in the TMP are expected to be deployed for most medium to large event days (>5,000 attendees). The degree of implementation will depend on the size of events, event types, and whether the site will be hosting multiple events in one day. When determining which TMP measures to employ, the City should review attendance levels, expected arrival/departure times, and event characteristics (e.g. single in/out vs all-day access).

Table 4 lists the attendee and event thresholds for deploying standard TMP measures. The City shall review event programming and determine the appropriate level of traffic control required for an event. Irregular special events (e.g. Fourth of July, post-season baseball games, etc.) may require additional traffic control measures not identified in this report, which should be determined by the City Engineer. These triggers will be reviewed and may be amended following initial operations.

Table 4: Triggers for TMP Deployment

Measure	Threshold
Traffic Control at Intersections 1, 2, and 4	• >5,000 combined daily event attendees
Traffic Control at Intersection 3	• >4,000 athletic facility daily event attendees
Additional traffic control officers at: • Riverside Drive & Street A • Riverside Drive & Ontario Avenue • Vineyard Avenue & Parking Structure B • Chino Avenue & Ontario Avenue	• >8,000 combined daily event attendees
Designated Parking Areas for Different Events	• 2+ Daily Events • Each Event with >2,000 attendees • >2 hours of overlap
Prepare Event-Specific TMP	• >10,000 combined daily event attendees

Note: Detailed traffic control plan recommendations are provided in Chapter 4 and Figures 4a-7b.



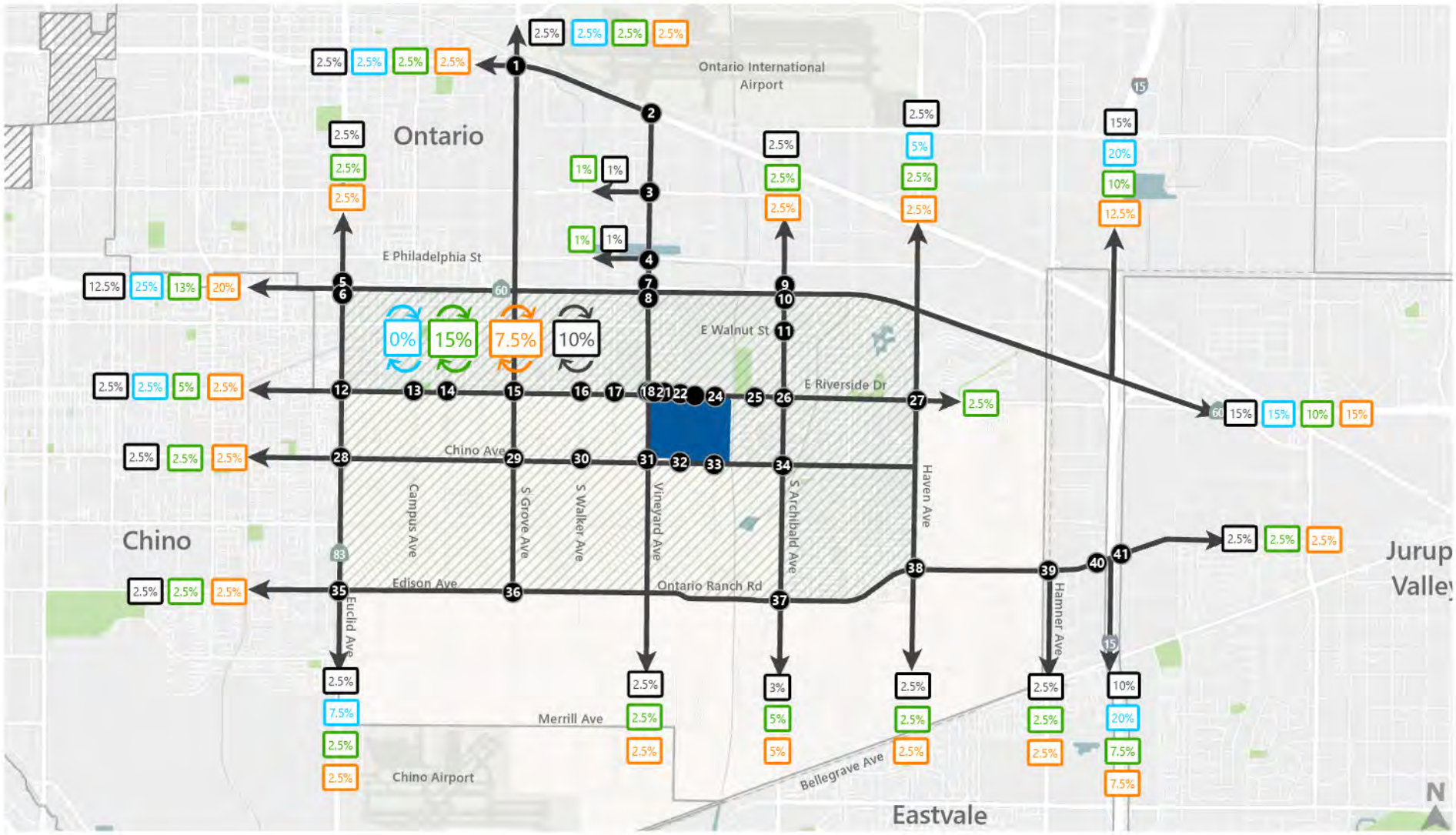
Project Site
City Boundaries
Study Intersections
Unincorporated San Bernardino County

x% Stadium Trips
x% Hotel Trips
x% Retail Trips
x% Recreation/Sports Field Trips

Surrounding Project Area
Travel Routes
Trips Beginning/Ending within Surrounding Project Area

Figure 2a

Ontario Sports Park Trip Distribution (Opening Year, 2026)



Project Site
City Boundaries
Study Intersections
Unincorporated San Bernardino County

x% Stadium Trips
x% Hotel Trips
x% Retail Trips
x% Recreation/Sports Field Trips

Surrounding Project Area
Travel Routes
Trips Beginning/Ending within Surrounding Project Area

Figure 2b

Ontario Sports Park Trip Distribution (Cumulative Year, 2050)

4. Traffic Element

This section describes proposed access and circulation for cars and other private vehicles during events. Temporary traffic management is expected to be employed during most medium to large events to minimize impacts on adjacent roadways. The specific level of traffic management will vary for each event depending on the expected number of attendees or other conditions (e.g. construction, duration of event, etc.). Additionally, concurrent events may require changes to standard procedures to better accommodate event traffic. The City shall review event characteristics and determine the appropriate level of traffic management for each event.

4.1 Vehicle Access Routes

Project vehicle access is provided from Riverside Drive, Vineyard Avenue, Chino Avenue, and Ontario Avenue. Redundant access points allow traffic to be distributed across multiple intersections and avoid unnecessary mixing of traffic on adjacent streets prior to and after events.

Preliminary vehicle access routes have been identified to encourage attendees to enter/exit from the general area they are coming from/going to and to limit internal traffic volumes as described below. Traffic is also being distributed to avoid overloading the Riverside Drive access intersections. These routes will be encouraged through temporary and permanent signage on approach streets. Routes are expected to be refined and updated as additional site plan details become available.

The Project should encourage ingress access along routes with limited left turns to maximize operational efficiency at intersections. During major events, traffic control plans should consider restricting some left turn access.

During concurrent events, temporary signage may be used to separate traffic by event and direct vehicles to the designated parking location(s) for each event. These plans shall be reviewed on a case-by-case basis by event operators, DPW, and Ontario PD.

Traffic from/to the Northwest (Vineyard Avenue North, Riverside Drive West)

- Athletic field traffic should be directed to use the Vineyard Avenue entrance
- Stadium and retail/entertainment traffic should be directed to use the Riverside Drive/Street A or Riverside Drive/Ontario Avenue entrances

Traffic from/to the Northeast (Archibald Avenue North, Riverside Drive East)

- Stadium and retail/entertainment traffic should be directed to use the Riverside Drive/Ontario Avenue entrance
- Athletic field traffic should be directed to use the Riverside Drive/Street A entrance

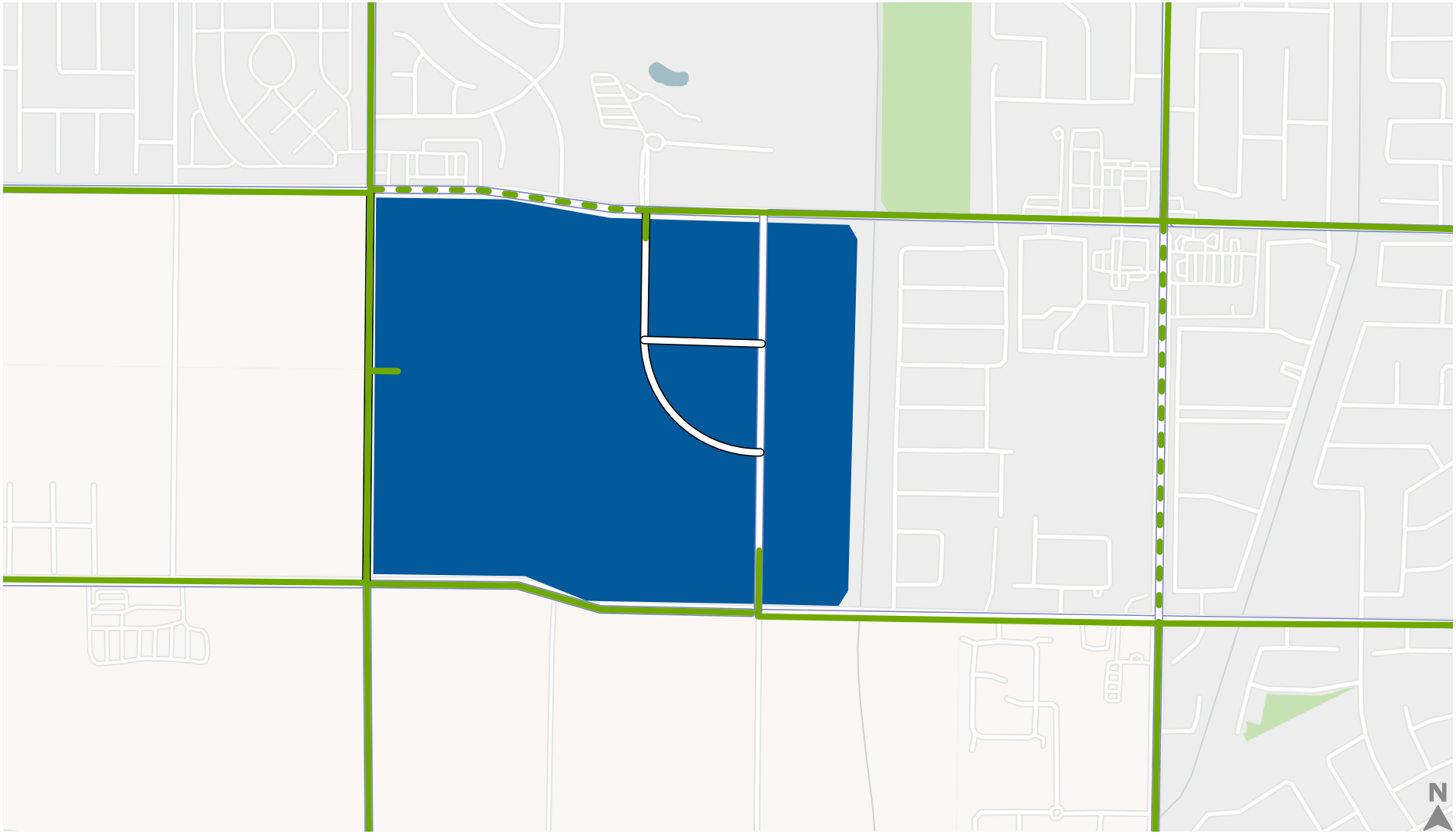
Traffic from/to the Southwest (Vineyard Avenue South, Chino Avenue West)

- Athletic field traffic should be directed to use the Vineyard Avenue entrance
    - Alternative access can be provided at the Chino Avenue/Ontario Avenue entrance
- Stadium and retail/entertainment traffic should be directed to use the Chino Avenue/Ontario Avenue entrance

Traffic from/to the Southeast (Archibald Avenue South, Chino Avenue East)

- All traffic should be directed to use the Chino Avenue/Ontario Avenue entrance
- Alternative access can be provided at the Vineyard Avenue or Riverside Drive/Ontario Avenue entrances

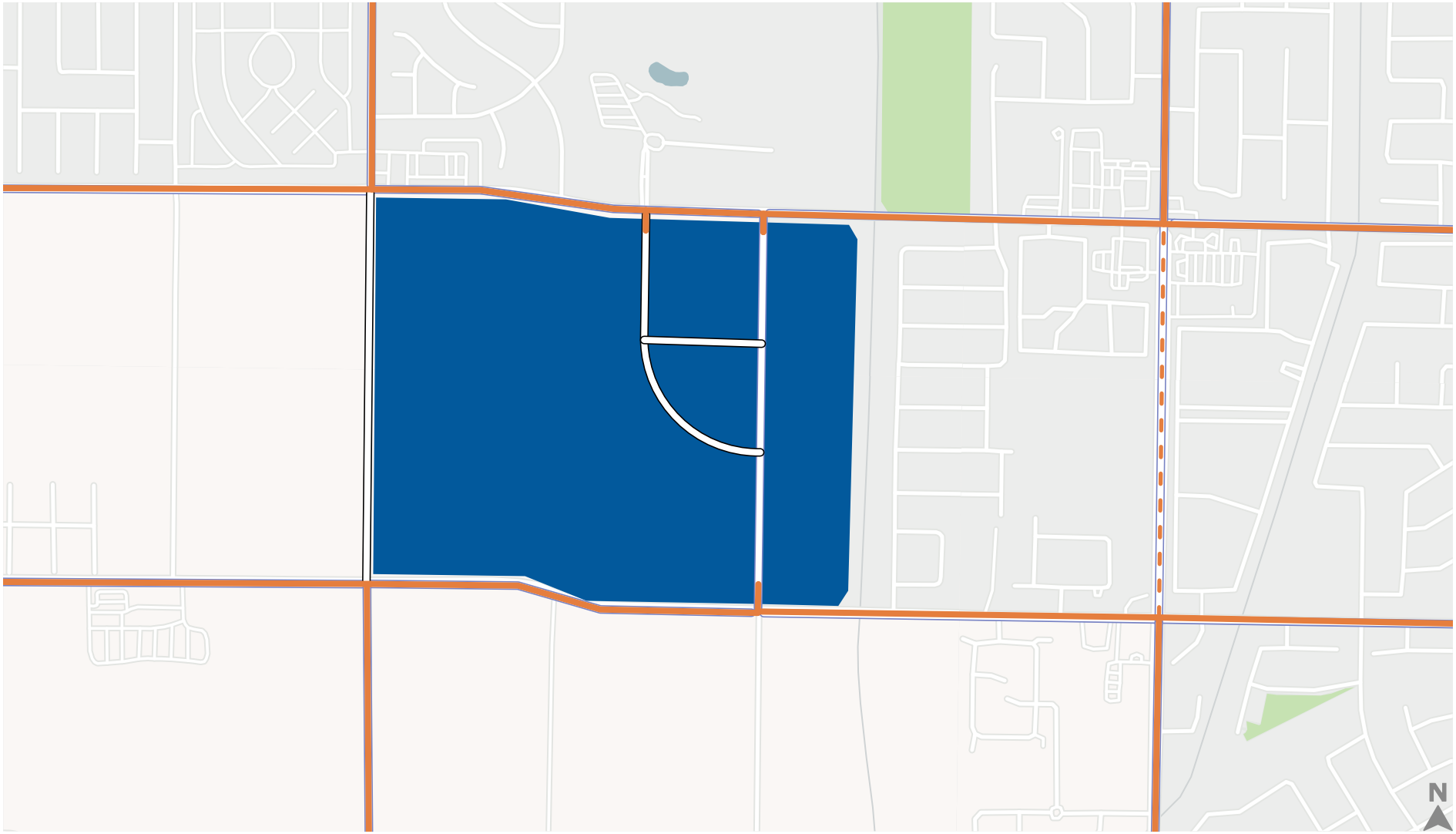
The recommended vehicle access routes are depicted in **Figures 3a and 3b**.



Project Site
Roadways
Recommended Athletic Facility Access Routes
Alternate Athletic Facility Access Routes

Figure 3a

Ontario Regional Sports Park
Recommended Athletic Facility Access Routes



Project Site
Roadways
Recommended Stadium and Retail Access Routes
Alternate Stadium and Retail Access Routes

Figure 3b

Ontario Regional Sports Park
Recommended Stadium/Retail Access Routes

4.2 Access Intersections

Additional traffic control is recommended for the four access intersections, especially during periods of high pedestrian activity and high inflow/outflow traffic. The purpose of these measures is to improve intersection safety, facilitate efficient ingress/egress, and reduce potential queueing impacts along Riverside Drive, Chino Avenue, and Vineyard Avenue.

The temporary traffic measures outlined below are intended to be used for events with highly unidirectional traffic (e.g. stadium events, concerts, single game tournaments). Some events, particularly athletic field events, see bi-directional traffic throughout the day and will warrant a different set of temporary traffic control, as described in Section 4.2.3.

Pre-Event measures would typically begin 90-120 minutes prior to the event's start time. Post-event measures would be in place approximately 30 minutes prior to the event's conclusion and typically remain in place for 45 to 60 minutes afterward (depending on how long it takes for vehicles, pedestrians, etc. to clear the area).

Figures 4a through 7b present the pre- and post- event traffic control recommendations for the Project area.

4.2.1 Pre-Event Traffic Control

Riverside Drive/Street A (see Figure 4a)

- Provide two inbound lanes by coning off the dedicated northbound left turn lane on Street A
- Continue the two inbound lanes to the Parking Structure to provide additional queueing space away from Riverside DriveRemaining northbound lane will become a shared left/through/right turn lane
- Prohibit northbound left turn into Parking Structure
- Implement leading pedestrian interval to improve pedestrian safety
- Prohibit pedestrian crossing along Street A between Riverside Drive and the Parking Structure driveway
- Extend westbound left turn phase. Monitor traffic signal operations from the City's Traffic Management Center (TMC)
- Position a traffic control officer at the intersection of Street A and Parking Structure A to facilitate pedestrian crossings and ensure vehicles do not block the intersection

Riverside Drive/Ontario Avenue (see Figure 5a)

- Provide two inbound lanes by coning off the dedicated northbound left turn lane on Ontario Avenue
- Continue the two inbound lanes to the Parking Lot entrance to provide additional queueing space away from Riverside Drive

- Prohibit northbound left turns by placing temporary "No Left Turn" signage on Ontario Avenue. The remaining northbound lane will become a right turn only lane
- Use a two-phase event traffic signal timing plan:
    - Phase 1: Eastbound/westbound through traffic on Riverside Drive, Ontario Avenue pedestrian crossing
    - Phase 2: Westbound left turn, northbound right turn (overlap), Riverside Drive pedestrian crossing
    - Ensure overlap signal heads are furnished and installed during traffic signal construction
- Monitor traffic signal operations from the City's TMC
- Implement leading pedestrian interval to improve pedestrian safety
- Prohibit pedestrian crossing along Ontario Avenue between Riverside Drive and Parking Lot driveway
- Position a traffic control officer at the intersection of Ontario Avenue and the Parking Lot to facilitate left turns, pedestrian crossings, and ensure vehicles do not block the intersection

Vineyard Avenue/Parking Structure B (see Figure 6a)

- Provide two inbound lanes by coning off the dedicated westbound left turn lane on the Parking Structure Driveway
- Continue the two inbound lanes to the Parking Structure
- Remaining westbound lane becomes a shared left/right turn lane
- Extend southbound left turn phase. Monitor traffic control signal operations from the City's TMC
- Implement leading pedestrian interval to improve pedestrian safety

Chino Avenue/Ontario Avenue (see Figure 7a)

- Provide two inbound lanes by coning off the dedicated southbound left turn lane on Ontario Avenue
- Continue the two inbound lanes to the Parking Lot in Planning Area 5
- Remaining southbound lane becomes a shared left/through/right turn lane
- Prohibit southbound left turn into public park parking lot
- Prohibit eastbound left turn out of PA 5 Parking Lot and operate as right turn only
- Monitor traffic control signal operations for the City's TMC
- Implement leading pedestrian interval to improve pedestrian safety
- Provide a marked crosswalk at the Ontario Avenue and Public Park Parking Lot driveway intersection. Position a traffic control officer at this intersection to facilitate pedestrian crossings and manage traffic
- Position a traffic control officer at the intersection of Ontario Avenue and PA 5 Parking Lot to facilitate left turns and ensure vehicles do not block the intersection

Adjacent Intersections

- The following intersections should be monitored from the City's TMC during pre-event periods:
    - Riverside Drive/Vineyard Avenue

- Riverside Drive/Archibald Avenue
- Chino Avenue/Vineyard Avenue
- Chino Avenue/Archibald Avenue

4.2.2 Post-Event Traffic Control

Riverside Drive/Street A (see Figure 4b)

- Provide two outbound lanes on Street A between Parking Structure A and Riverside Drive (one dedicated left turn lane and one dedicated through/right turn lane)
- Prohibit westbound left turn movements on Riverside Drive by installing temporary "No Left Turn" signage and coning off the left turn lane
- Consider limiting access to Whispering Lakes Golf Course during late evening events when golf course is closed
- Extend northbound left turn signal phase. Monitor traffic signal operations from the City's TMC
- Implement leading pedestrian interval to improve pedestrian safety
- Prohibit pedestrian crossing along Street A between Riverside Drive and the Parking Structure driveway
- Position a traffic control officer at the intersection of Street A and Parking Structure A to facilitate left turns, pedestrian crossings, and ensure vehicles do not block the intersection

Riverside Drive/Ontario Avenue (see Figure 5b)

- Provide two outbound lanes on Ontario Avenue (one dedicated left turn lane and one dedicated right turn lane)
- Prohibit southbound left turn into Parking Lot
- Prohibit westbound left turn out of Parking Lot. Operate as right turn only.
- Extend northbound signal phase. Monitor traffic signal operations from the City's TMC
- Implement leading pedestrian interval to improve pedestrian safety
- Prohibit pedestrian crossing along Ontario Avenue between Riverside Drive and Parking Lot driveway
- Position a traffic control officer at the intersection of Ontario Avenue and the Parking Lot to facilitate outbound traffic, pedestrian crossings, and ensure vehicles do not block the intersection

Vineyard Avenue/Parking Structure B (see Figure 6b)

- Provide two outbound lanes from the Parking Structure (one dedicated left turn lane and one dedicated right turn lane)
- Consider prohibiting southbound left turn to improve operations
- Extend westbound signal phase. Monitor traffic control signal operations from the City's TMC
- Implement leading pedestrian interval to improve pedestrian safety

Chino Avenue/Ontario Avenue (see Figure 7b)

- Provide two outbound lanes on Ontario Avenue between PA 5 Parking Lot and Chino Avenue (one dedicated left turn lane and one through/right turn lane)
- Restrict PA 5 Parking Lot driveway to right-out only and prohibit inbound traffic
- Prohibit southbound left turns into Public Park parking lot
- Allow westbound left and right turns out of Public Park parking lot.
- Extend southbound left turn phase and consider operating in split phase. Monitor traffic control signal operations for the City's TMC
- Implement leading pedestrian interval to improve pedestrian safety
- Provide a marked crosswalk at the Ontario Avenue and Public Park Parking Lot driveway intersection. Position a traffic control officer at this intersection to facilitate pedestrian crossings and manage traffic
- Position a traffic control officer at the intersection of Ontario Avenue and PA 5 Parking Lot to facilitate pedestrian movement and outbound traffic

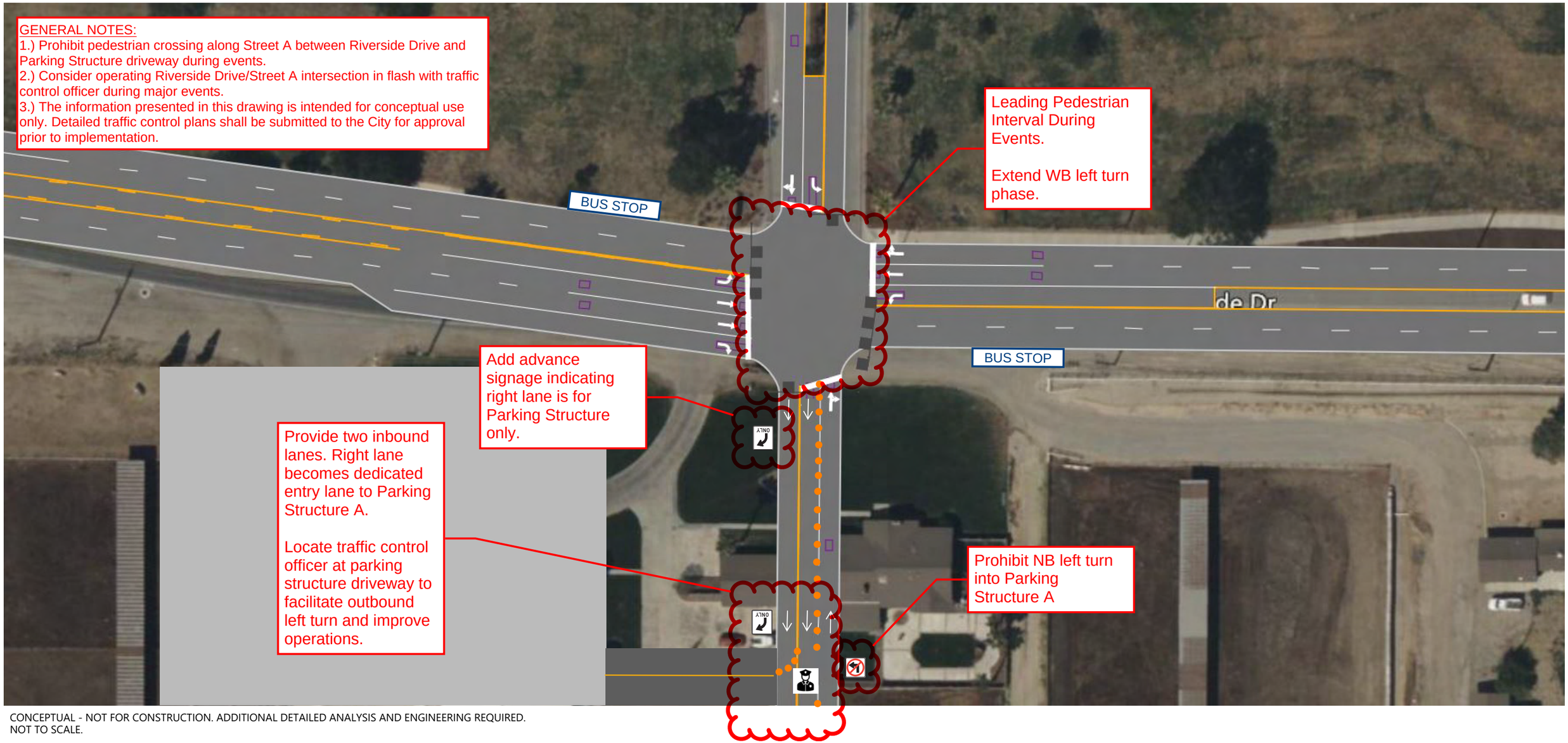
Adjacent Intersections

- The following intersections should be monitored from the City's TMC during post-event periods:
    - Riverside Drive/Vineyard Avenue
    - Riverside Drive/Archibald Avenue
    - Chino Avenue/Vineyard Avenue
    - Chino Avenue/Archibald Avenue

4.2.3 All Day Event Traffic Control

Events with bidirectional traffic flow should employ all the above traffic control described above, except for the contraflow inbound/outbound lanes. Traffic conditions should be monitored, and additional traffic control officers may be required at internal intersections to improve safety and intersection operations.

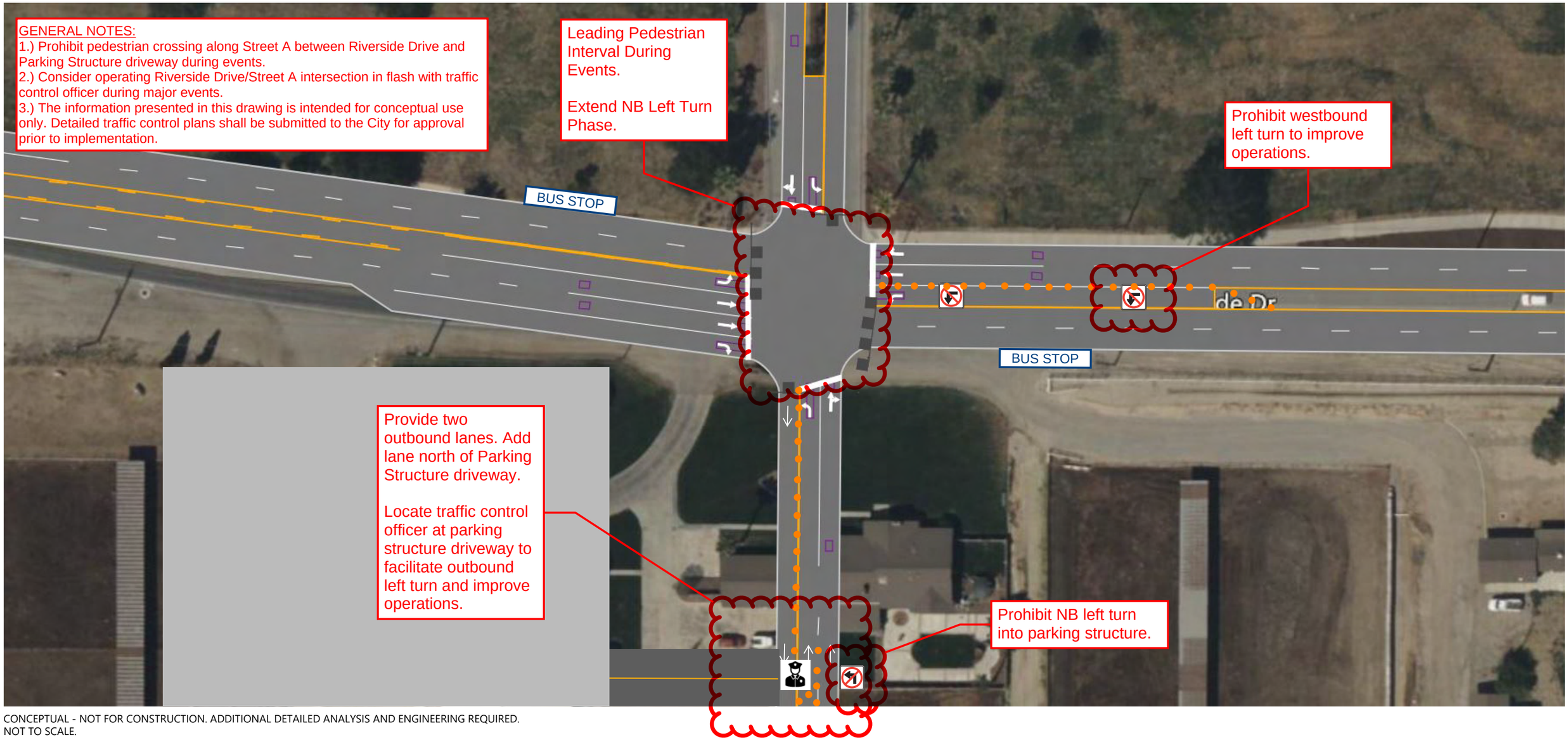
Days with concurrent events (e.g. morning athletic field games and evening stadium events) should be carefully planned to avoid traffic conflicts. Potential strategies include staggering event start/end times to prevent overlapping traffic, designating specific entrances or areas for each event, and promoting alternative modes of travel.



CONCEPTUAL - NOT FOR CONSTRUCTION. ADDITIONAL DETAILED ANALYSIS AND ENGINEERING REQUIRED.
NOT TO SCALE.

Figure 4a

Ontario Regional Sports Park Pre-Event Conditions
Riverside Drive and Street A



CONCEPTUAL - NOT FOR CONSTRUCTION. ADDITIONAL DETAILED ANALYSIS AND ENGINEERING REQUIRED.
NOT TO SCALE.

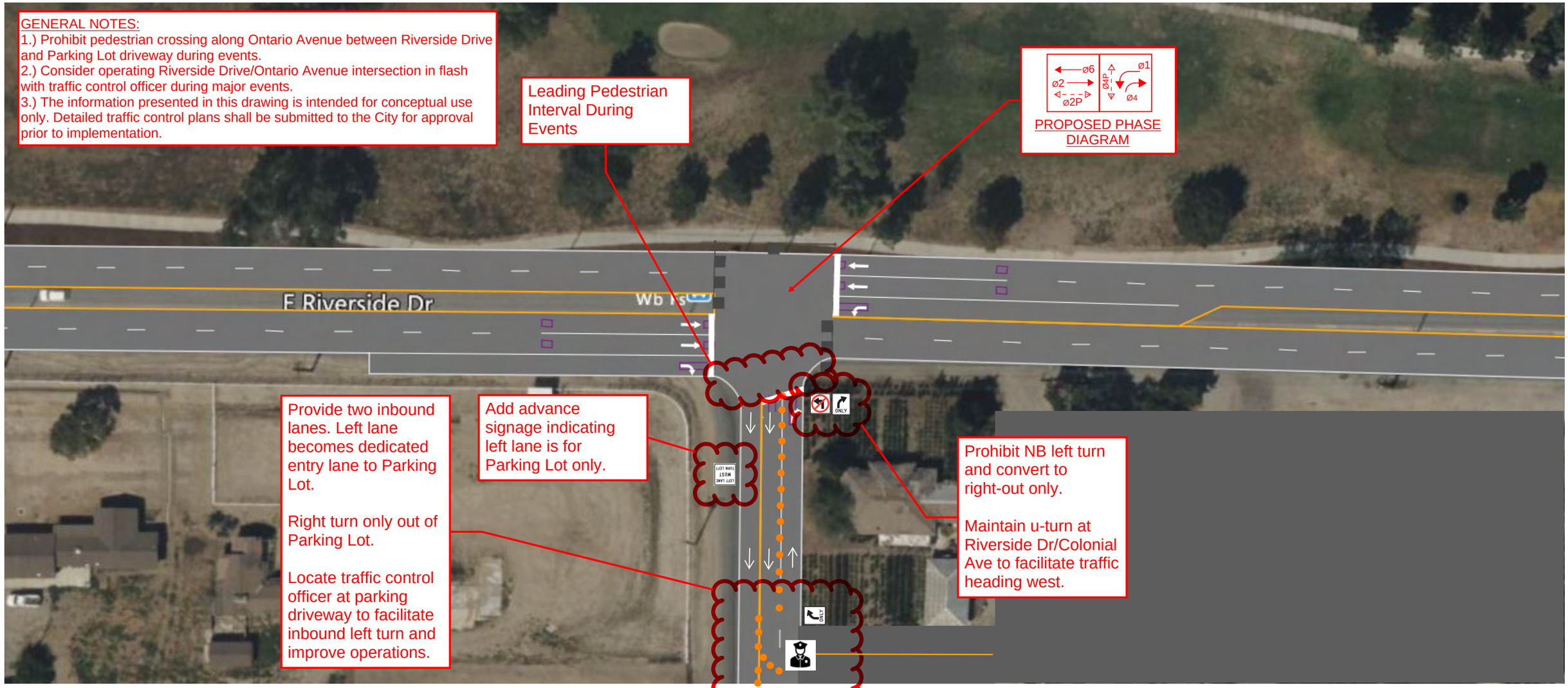
Figure 4b

Ontario Regional Sports Park Post-Event Conditions
Riverside Drive and Street A

GENERAL NOTES:
1.) Prohibit pedestrian crossing along Ontario Avenue between Riverside Drive and Parking Lot driveway during events.
2.) Consider operating Riverside Drive/Ontario Avenue intersection in flash with traffic control officer during major events.
3.) The information presented in this drawing is intended for conceptual use only. Detailed traffic control plans shall be submitted to the City for approval prior to implementation.

Leading Pedestrian Interval During Events

PROPOSED PHASE DIAGRAM



Provide two inbound lanes. Left lane becomes dedicated entry lane to Parking Lot.

Right turn only out of Parking Lot.

Locate traffic control officer at parking driveway to facilitate inbound left turn and improve operations.

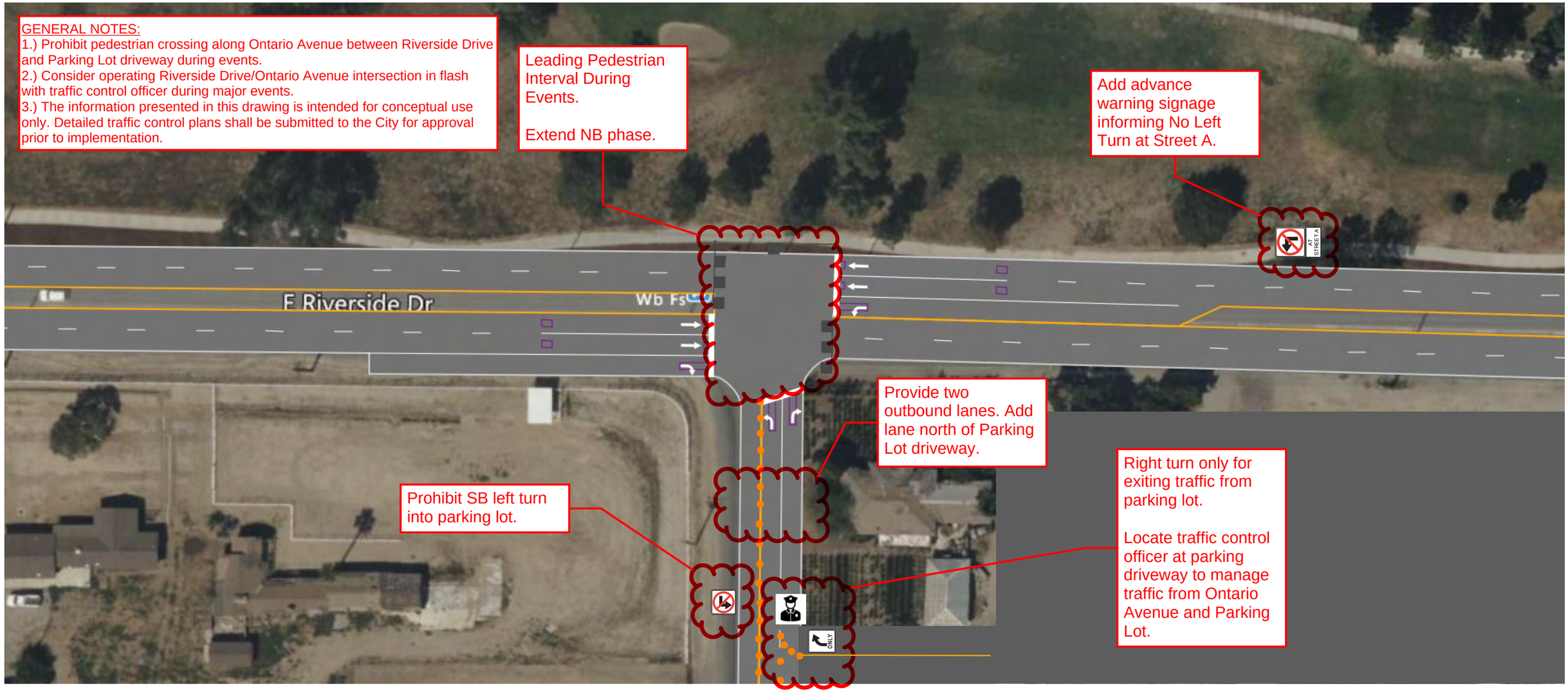
Add advance signage indicating left lane is for Parking Lot only.

Prohibit NB left turn and convert to right-out only.

Maintain u-turn at Riverside Dr/Colonial Ave to facilitate traffic heading west.

CONCEPTUAL - NOT FOR CONSTRUCTION. ADDITIONAL DETAILED ANALYSIS AND ENGINEERING REQUIRED.
NOT TO SCALE.

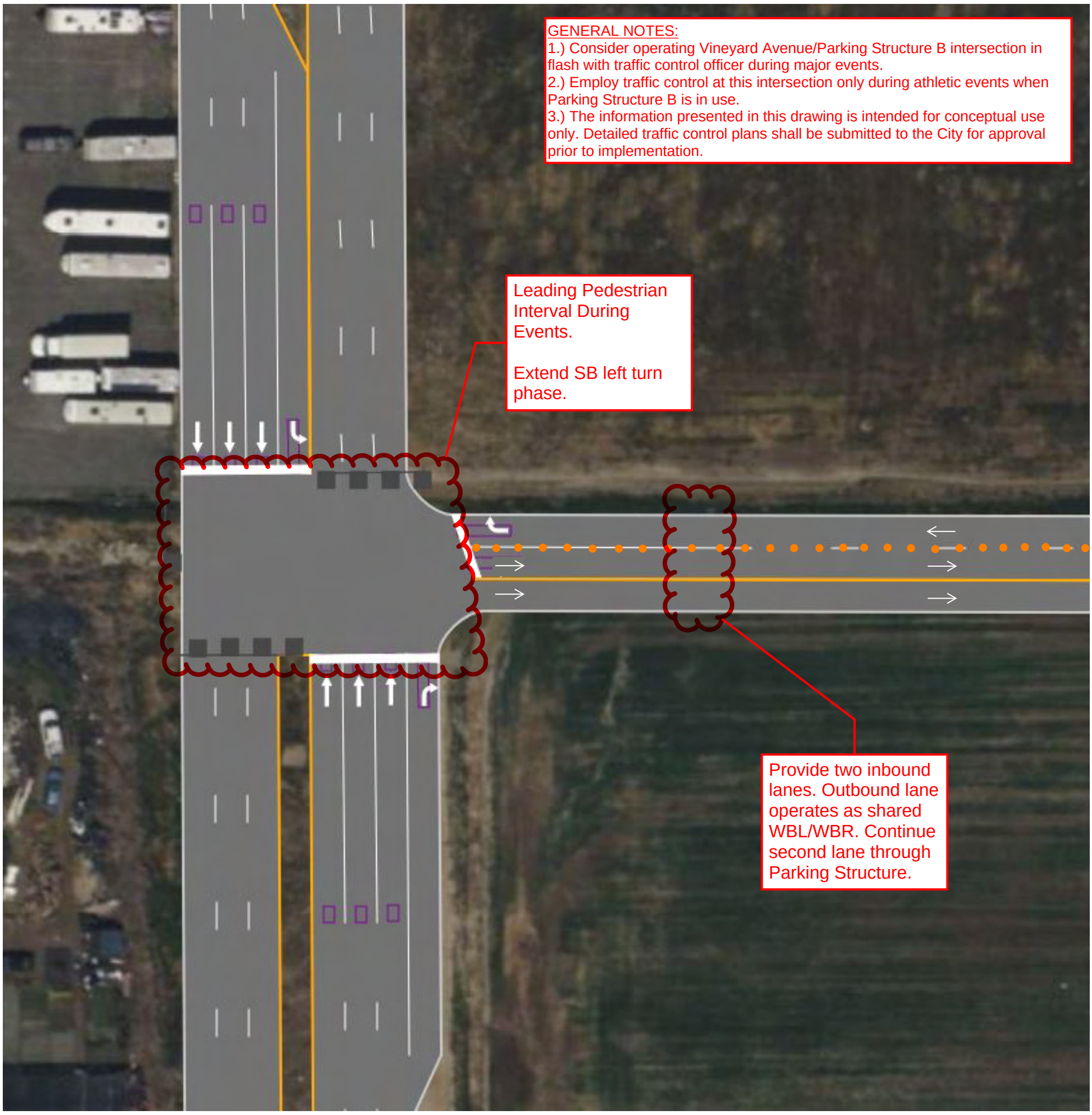
Figure 5a
Ontario Regional Sports Park Pre-Event Conditions
Riverside Drive and Ontario Avenue



CONCEPTUAL - NOT FOR CONSTRUCTION. ADDITIONAL DETAILED ANALYSIS AND ENGINEERING REQUIRED.
NOT TO SCALE.

Figure 5b

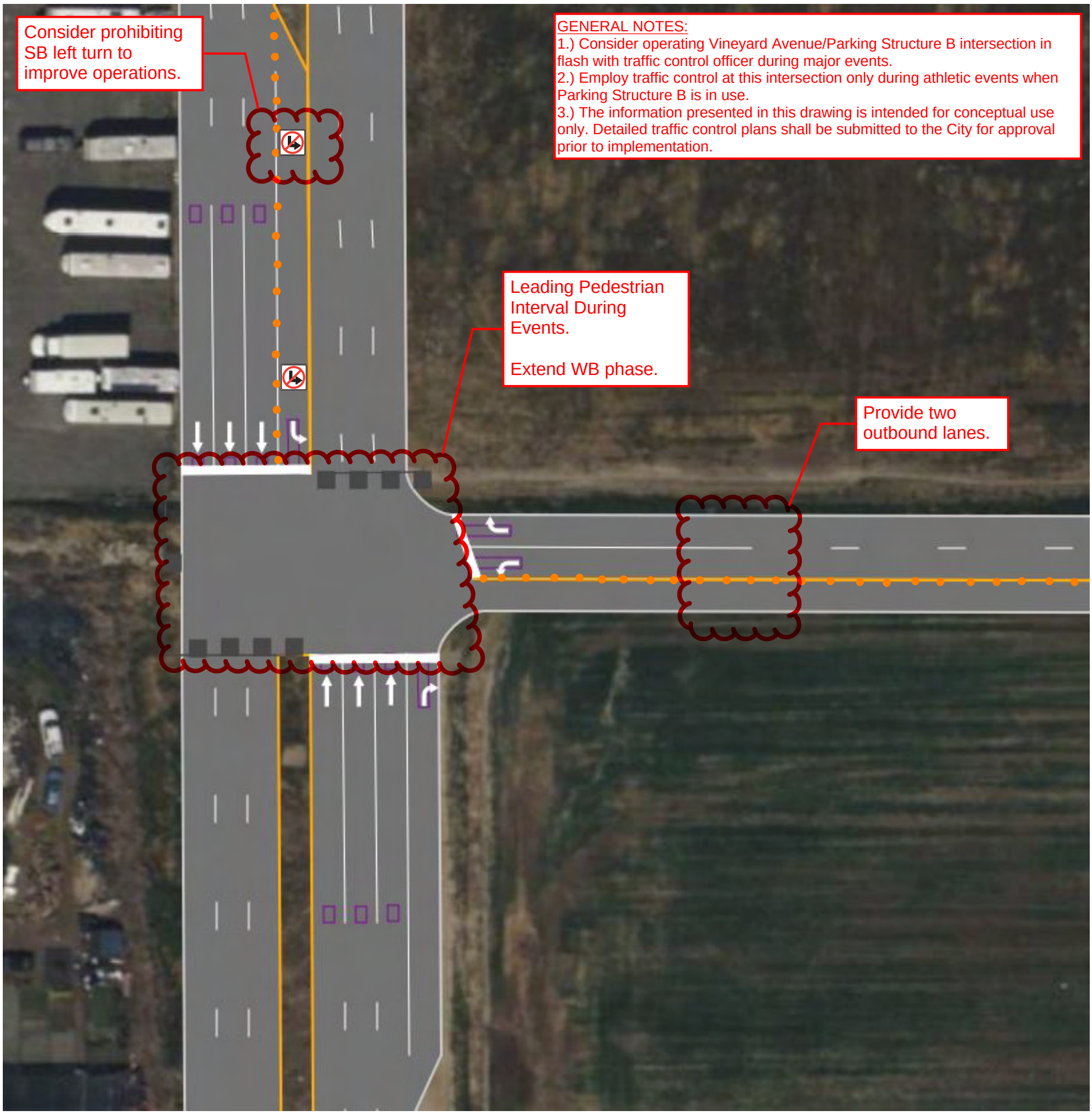
Ontario Regional Sports Park Post-Event Conditions
Riverside Drive and Ontario Avenue



CONCEPTUAL - NOT FOR CONSTRUCTION. ADDITIONAL DETAILED ANALYSIS AND ENGINEERING REQUIRED.
NOT TO SCALE.

Figure 6a

Ontario Regional Sports Complex Pre-Event Conditions
Vineyard Avenue and Parking Structure B



CONCEPTUAL - NOT FOR CONSTRUCTION. ADDITIONAL DETAILED ANALYSIS AND ENGINEERING REQUIRED.
NOT TO SCALE.

Figure 6b

Ontario Regional Sports Complex Post-Event Conditions
Vineyard Avenue and Parking Structure B

GENERAL NOTES:
1.) Direct all Ontario Avenue pedestrian crossings to Public Park Parking Lot crosswalk.
2.) Consider operating Chino Avenue/Ontario Avenue intersection in flash with traffic control officer during major events.
3.) The information presented in this drawing is intended for conceptual use only. Detailed traffic control plans shall be submitted to the City for approval prior to implementation.

Second inbound lane becomes dedicated lane to PA 5 Parking Lot.

Prohibit left turn out of PA 5 Parking Lot.

Locate traffic control officer at parking driveway to improve operations.

Add advance signage indicating left lane is for Parking Lot only.

Prohibit SB left turn into Public Park Parking Lot.

Provide two inbound lanes. Left lane becomes dedicated entry lane to PA 5 Parking Lot.

Provide marked crosswalk at Public Park Parking Lot.

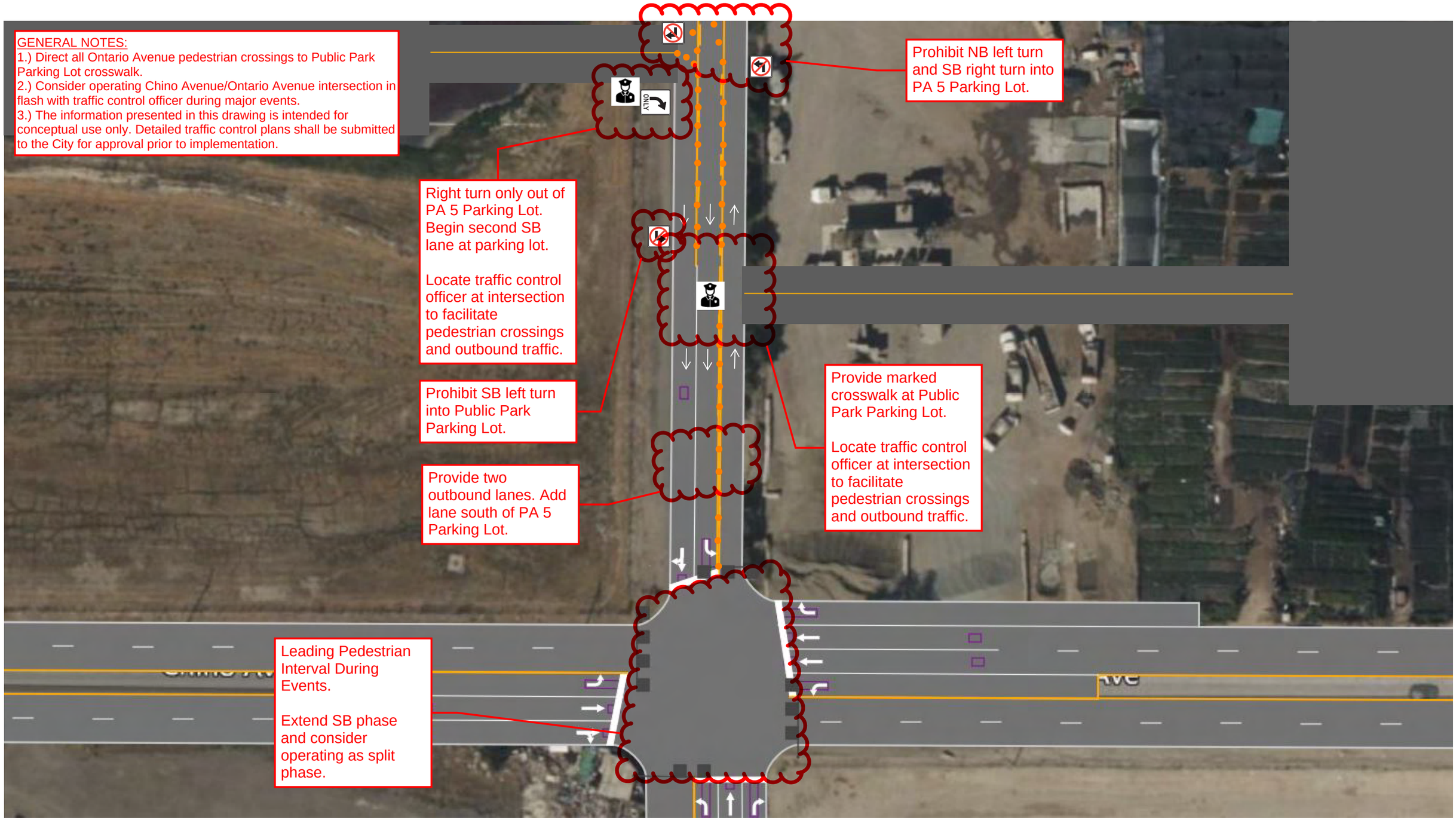
Locate traffic control officer at intersection to facilitate pedestrian crossings and outbound traffic.

Leading Pedestrian Interval During Events

CONCEPTUAL - NOT FOR CONSTRUCTION. ADDITIONAL DETAILED ANALYSIS AND ENGINEERING REQUIRED.
NOT TO SCALE.

Figure 7a

Ontario Regional Sports Complex Pre-Event Conditions
Chino Avenue and Ontario Avenue



CONCEPTUAL - NOT FOR CONSTRUCTION. ADDITIONAL DETAILED ANALYSIS AND ENGINEERING REQUIRED.
NOT TO SCALE.

Figure 7b

Ontario Regional Sports Complex Post-Event Conditions
Chino Avenue and Ontario Avenue

4.3 Vehicle Queueing

Adequate vehicle queueing space between access intersections and parking lots shall be provided to ensure that event traffic does not impact safety or operations on arterial streets. The Project Transportation Impact Study identified turn lane recommendations at the access intersections, which can be used for vehicle queueing, if necessary:

- Riverside Drive/Street A
    - Dedicated eastbound right turn lane
    - Dedicated westbound left turn lane
- Riverside Drive/Ontario Avenue
    - Dedicated eastbound right turn lane
    - Dedicated westbound left turn lane
- Vineyard Avenue/Parking Structure B
    - Dedicated northbound right turn lane
    - Dedicated southbound left turn lane
- Chino Avenue/Ontario Avenue
    - Dedicated eastbound left turn lane
    - Dedicated westbound right turn lane

Parking structure driveways can operate with dual entry lanes during pre-event activities and dual-exit lanes during post-event activities to provide additional capacity in the peak direction. If dual-lane configurations are utilized, the traffic control described in Section 4.2 may need to be modified.

Proposed parking management strategies outlined in the Parking Management Plan, including gateless parking and digital payments, work to minimize potential queueing. Traffic control officers should also monitor intersections during events and signal timing can be extended from the TMC as needed to clear vehicle queues.

4.4 Signage

In addition to the temporary signage described in Section 4.2, temporary and permanent signage is recommended along adjacent arterials to provide visitors with information on site access, temporary traffic controls, and other roadway conditions.

4.4.1 No Stopping Zones

Permanent "No Stopping Anytime" signs are recommended along Riverside Drive, Vineyard Avenue, and Chino Avenue to discourage passenger drop-off/pick-up along arterial streets and improve safety. These signs shall be placed at regular intervals along the Project frontage. It will be important to monitor and enforce these zones frequently.

4.4.2 Event Traffic Wayfinding Signs

Temporary and/or permanent wayfinding signs are recommended along Vineyard Avenue, Riverside Drive, Archibald Avenue, and Chino Avenue to provide visitors with information on preferred access routes to/from the Project site. These signs will provide directions for the different land uses and work to distribute traffic. Temporary signage can be installed during events to provide additional directions.

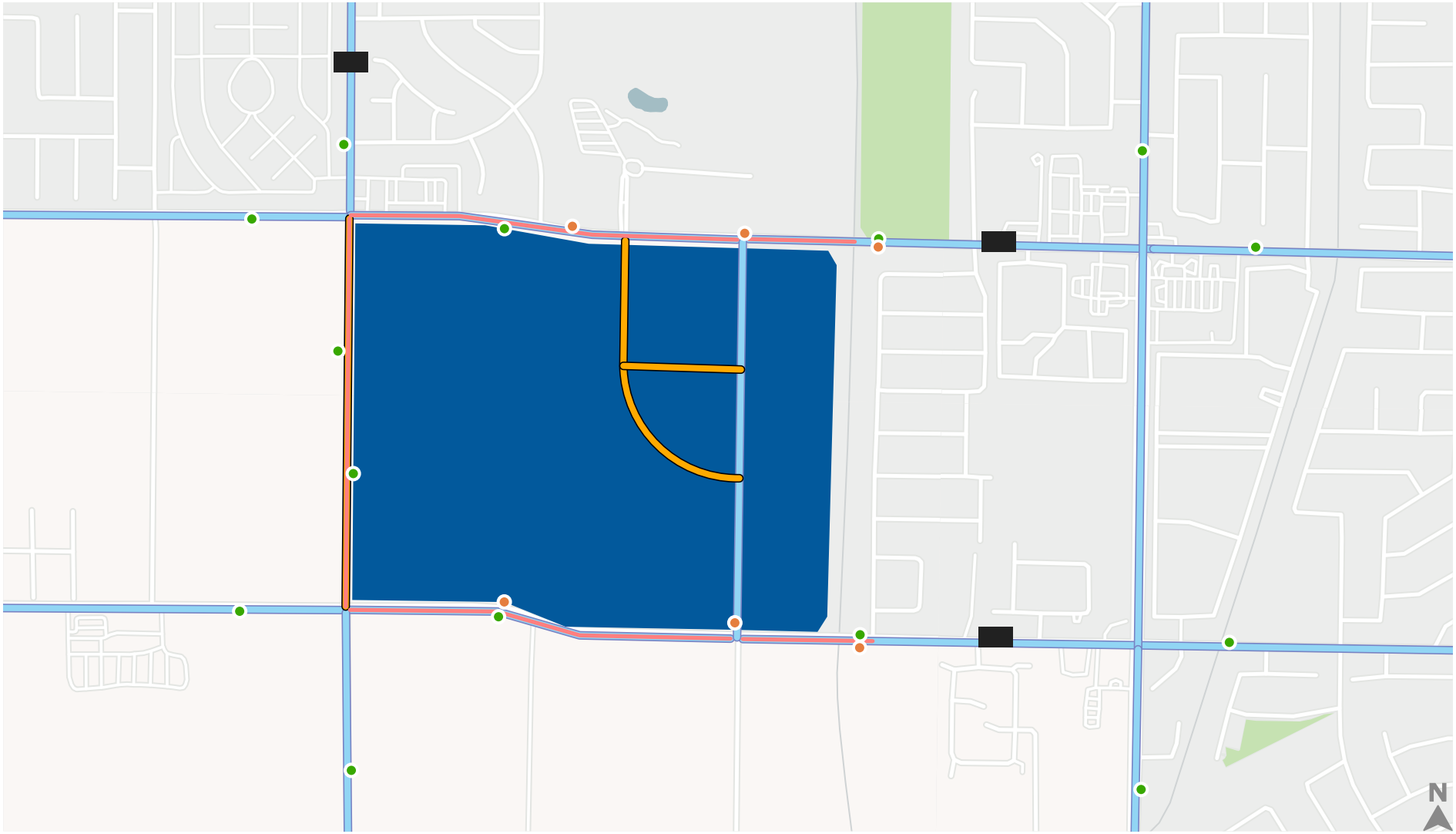
4.4.3 Changeable Message Signs

Changeable message signs can be installed along adjacent arterials to provide visitors with real-time event traffic information, such as preferred routes, designated parking areas for specific events, or road closures.

Figure 8 shows the recommended locations for signage.

4.5 Internal Circulation

During events, portions of the internal roadway network including Street A, Street B, and Ontario Avenue may be closed to limit through traffic and improve pedestrian safety and connectivity. The specific location of road closures has not yet been identified but shall be determined prior to opening day after event operations and design are finalized.



Project Site
Existing Roadways
Proposed Roadways
Proposed No Stopping Zones
Entry Directional Signs
Exit Directional Signs
Changeable Message Signs (Temporary or Permanent)

Figure 8

Ontario Regional Sports Park Recommended Signage

5. Public Transportation and Rideshare Element

5.1 Existing Transit Service

Omnitrans provides local and express services to San Bernardino County, which includes the City of Ontario. Bus stops are provided along Riverside Drive at Whispering Lakes Lane and Ontario Avenue. The Project site is served by Route 87, which connects to Rancho Cucamonga, Downtown Ontario, and Eastvale via Vineyard Avenue, Riverside Drive, and Archibald Avenue. Connections to other Omnitrans bus routes can be made at the Ontario Civic Center and Chino Transit Centers and to Riverside Transit Agency in the City of Eastvale.

Table 5 outlines the current hours of operation and service frequency for Route 87.

Table 5: Omnitrans Route 87 Frequency and Hours of Operation

	Frequency	Hours of Operation
Weekday	60 minutes	5:00 am – 9:45 pm
Saturday	60 minutes	5:30 am – 8:30 pm
Sunday	No Service	No Service

Source: Omnitrans, 2023.

As part of the Project, bus stop improvements are proposed along Riverside Drive including bus pull outs and sidewalks. The City will work with Omnitrans to expand service during events at the Project site.

5.2 Transit Access

Bus stops along Riverside Drive are located adjacent to the stadium and retail area and will serve as the main access location for visitors using public transportation. Crosswalks will be provided at Riverside Drive/Street A and Riverside Drive/Ontario Avenue to allow passengers to access the Project site. Wayfinding signage should be installed to inform transit passengers of the preferred routes to/from bus stops.

Paratransit passengers can utilize passenger pick-up/drop-off locations on-site or accessible parking spaces.

5.3 Future Transit Service

The Parking and TDM Plan identified measures to increase transit options, service times, and frequency by working with Omnitrans and Metrolink as the Project develops the demand for transit. As new transit services are provided, this section should be updated accordingly.

The Project also plans for shuttles to be integrated into the hotel/retail uses. Specifics of those plans should be added to this plan as final site plans are developed.

5.4 Rideshare and Passenger Pick-Up/Drop-Off Access

Designated rideshare and passenger pick up/drop off areas should be provided throughout the Project site to safely facilitate the loading and unloading of passengers. When considering the location of these loading/unloading areas, the City should:

- Avoid locating near major driveways or intersections where traffic volumes are higher
- Ensure loading vehicles will not block travel lanes, bike lanes, crosswalks, or intersections
- Avoid areas with higher levels of pre- and post-event pedestrian activity, particularly Steet B or other internal roadways that may be closed off during events
- Provide adequate staging and queueing locations for vehicles waiting for passengers

Pick-up/drop-off zones can be managed by strategies including:

- Curb Space Management: Install signage and striping to clearly designate pick-up/drop-off areas and create a more predictable environment for passengers
- Time Limits: Loading/unloading time limits can be established to minimize vehicle queuing in pick-up/drop-off areas
- Routing Algorithm Modifications: Rideshare companies can update their mapping/routing algorithms during events to restrict traffic from certain streets
- Geofencing: A geofence is a geographic area where typical pick-up and/or drop-off activities are regulated by controlling streets/curbs rideshare vehicles can operate from

As final site plans are developed, this plan should be updated to map designated pick-up and drop off zones.

6. Active Transportation Element

6.1 Pedestrian and Bicycle Infrastructure

Pedestrian Infrastructure

New sidewalks are proposed along Vineyard Avenue, Chino Avenue, and the south side of Riverside Avenue as part of the Project. Additional pedestrian facilities will be constructed during the development process of Ontario Ranch.

Within the Project site, sidewalks and pedestrian trails will be provided to facilitate internal circulation and travel between different land uses (e.g. between the stadium and retail/hospitality area). During the final design process of internal roadways and parking lots, pedestrian crossings will be identified along Ontario Avenue, Street A, and Street B.

Bicycle Infrastructure

The Project site will be directly served by several Class I (off street multi-use trails) and Class II (bike lane) facilities. These include:

- Class I Multi-use Trails
    - Vineyard Avenue (between Merril Avenue and Riverside Drive)
    - Cucamonga Channel Multi-use Trail
    - Chino Avenue (between Euclid Avenue and Hamner Avenue)
- Class II On Street Bike Lanes
    - Riverside Drive (between Euclid Avenue and Hamner Avenue)
    - Vineyard Avenue (between Riverside Drive and SR-60)

Additional Class I and Class II facilities are proposed for other streets in the City of Ontario, according to The Ontario Plan Circulation Element. It is anticipated that these facilities will be completed as development in the Ontario Ranch area occurs.

6.2 Pedestrian and Bicycle Access

Pedestrians and cyclists will be able to utilize any of the four access intersections to enter/exit the Project site. Each intersection will include marked crosswalks, and traffic control officers will help facilitate pedestrian and cyclist movement through intersections during events. Bicycle parking should also be provided at multiple locations.

To improve pedestrian safety and intersection operations during events, some crosswalks may be temporarily closed. Full access shall be maintained at all intersections to accommodate all modes of travel. Additional safety measures such as leading pedestrian interval, temporary no right turn on red, crossing guards, etc. can be considered to improve safety and separate pedestrian and vehicle movements.

6.3 Internal Circulation

Pedestrian routes, crosswalks, and event pedestrian-only zones shall be identified to improve pedestrian safety and separate vehicle traffic with pedestrian traffic where possible. When determining these locations, the City should:

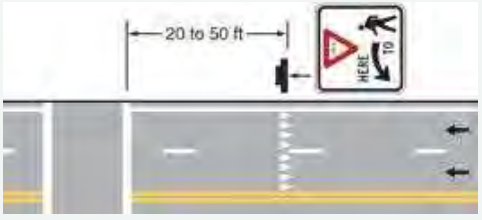
- Consider planned operations at the stadium, retail area, and athletic facilities that may impact pedestrian flows (e.g. pre-event pedestrian queue space at stadium entry gates)
- Provide direct routes to improve wayfinding and compliance
- Minimize the number of times pedestrians must cross major internal streets (e.g. Ontario Avenue, Street A)
- Limit the number of vehicle through trips on internal roadways by closing off portions of Street A, Street B, and Ontario Avenue where pedestrian activity is expected to be higher
- Provide regular crossing opportunities with mid-block crosswalks along internal roadways

As the Project is currently in the environmental review stage and final site design and operational characteristics are not yet known, it is premature to establish specific locations for internal street closures, crosswalks, or walkways. These should be established prior to the opening of the stadium and will be reviewed as part of the process outlined in Section 7.

6.4 Recommended Pedestrian Treatments

Enhanced pedestrian infrastructure is recommended due to the high pedestrian volumes expected during events. Measures in **Table 6** should be considered as part of the final design process and can be added following Project opening as warranted to improve pedestrian safety and movement.

Table 6: Recommended Pedestrian Treatments

Treatment	Description	Example
Improved Crosswalk Visibility	High-visibility crosswalk markings, street lighting, signage, and parking restrictions on crosswalk approaches improve awareness of crosswalks.	
Advanced Yield Line	Additional yield markings 20 to 50 feet before marked crosswalks to provide distance between vehicles and pedestrians (commonly known as “shark’s teeth”).	

Treatment	Description	Example
Raised Crosswalk	Ramped speed tables that place the crosswalk flush with the sidewalk and reduce vehicle speeds.	
Additional/In-Street Pedestrian Crossing Signs	Signage used at mid-block crossings to remind road users to yield to pedestrians.	
Widened Sidewalks/ Curb Extensions	Shifting the curb inward at crosswalks to reduce crossing distances and improve pedestrian visibility (commonly known as a "bulb out"). Sidewalks can also be widened for additional capacity during major events by installing temporary barriers or bollards.	
Pedestrian Refuge Island	A median installed at a crosswalk to allow pedestrians to cross in two stages. Pedestrian Refuge Islands also promote slower vehicle speeds.	

Treatment	Description	Example
Rectangular Rapid-Flashing Beacon (RRFB)	Pedestrian activated warning lights that flash with high frequency to improve visibility. Recommended for roadways with speed limits less than 40 mph.	
Crossing Guard	Locating traffic control officers at crosswalks with high pedestrian volumes during events to control pedestrian movements and provide regular breaks in traffic.	

Source: Federal Highway Administration Highway Safety Programs Proven Safety Countermeasures, 2021.

7. Monitoring

This section presents the performance standards against which Project operations will be measured. This section also describes the monitoring methods to be undertaken during the first year of operations.

7.1 Performance Standards

The TMP identifies various performance measures that can be used to evaluate operations and identify potential deficiencies to the surrounding multi-modal transportation system. Should any of these performance measures not be achieved, the City should work to update procedures to ensure that the standards are met.

Vehicle Circulation Standards

1. Event vehicle queues do not regularly extend past provided turn pockets on Riverside Drive, Vineyard Avenue, and Chino Avenue
2. Post-event traffic can clear the Project site within 45 minutes with no major delays in parking lots
3. Project access intersections are functioning acceptably with traffic distributed to all four intersections when possible

Public Transportation and Rideshare Standards

1. Public transportation buses can access transit stops with limited event congestion impacts
2. Pedestrian routes between bus stops and event venues are clearly indicated
3. Passenger pick-up/drop-off areas are clearly designated and not impacting other traffic on the Project site
4. Passenger pick-up/drop-off is not occurring along Riverside Drive, Vineyard Avenue, or Chino Avenue

Active Transportation Standards

1. Access intersections provide for full pedestrian movement during events
2. Major pedestrian routes on site are clearly defined and separated from vehicles, except at marked crosswalks
3. Bicycle parking is adequately supplied and clearly defined through signage

7.2 Monitoring Activities and Documentation

The following monitoring activities will occur during the first full year of operations.

Initial Event Monitoring Plan

A focused review of the first two regular season baseball stadium games and the first large soccer or baseball/softball tournament will be conducted. The purpose of this review is to identify initial weaknesses that should be addressed as soon as possible.

Observational data will be collected on site to assess which elements of the TMP need to be modified. The following elements will be reviewed:

- Pre- and Post-Event Traffic Management
- Pedestrian Circulation
- Bicycle Parking and Access
- Transit Loading/Unloading and Access
- Vehicle Pick-up/Drop-off
- Traffic Congestion and Queuing
- Wayfinding/Signage
- Parking Management
- Staffing
- General Safety/Security

Prior to the initial events, a meeting will be held with the City and stadium operator to identify specific monitoring locations, durations, and staffing. A follow-up meeting will occur after each initial event to discuss observations and determine if modifications need to be made.

Proposed modifications will be documented, reviewed, and implemented by the City for all remaining events in the season.

Ongoing Event Monitoring Plan

Following the first month of operations, up to five additional event days should be reviewed to understand "normal" operations. A range of event types and scenarios should be chosen, including days where multiple events are occurring simultaneously.

The City will meet with the stadium and event operators prior to the event date to determine the scope of review. The monitoring effort will focus on how the TMP achieves the performance standards identified in Section 7.1. The monitoring effort will include both observational and empirical data collection.

Findings from ongoing event operations observations will be documented in a "Year One Travel Monitoring Report" which will summarize site operations and ongoing challenges. Specific recommendations will be provided to address deficiencies, which will be reviewed by the operational oversight group (see Section 7.3) and approved by Ontario DPW.

7.3 Revision Process

The TMP is expected to be updated as site operations change and following initial events to address any deficiencies. Revisions will be reviewed by an operational oversight group, which will meet at least once annually and consist of members from:

- Ontario Department of Community Development – Planning and Engineering
- Ontario Department of Public Works
- Ontario Recreation and Community Services Department
- Ontario Fire Department
- Ontario Police Department
- Representatives from Minor League Baseball Franchise
- Representatives from Sports Leagues/Tournament Operators
- Retail/Hospitality Center Operator
- Representatives from on-site business establishments
- Representatives from Whispering Lakes and Ontario Ranch residential neighborhood associations

Revisions proposed and approved by the committee will be incorporated into the TMP. The City of Ontario Department of Public Works, Ontario Fire Department, and Ontario Police Department will have final approval authority over any changes. Changes to the TMP will also require a review of on-site parking management and TDM measures, which are described in the Parking and TDM Plan.

Atypical events (e.g. special tournaments, Fourth-of-July, etc.) may warrant additional traffic management, which will be carefully reviewed by the City prior to these events. Supplemental traffic management plans may be warranted, which will be determined by the City.

7.4 Revision Log

Version Number	Date of Revision	Description of Revision(s)
1.0	June 12, 2024	Initial Version

MasterID	City	Status	Project Description	Location	Land Use	Qty	Units	Source	AM						PM					
									In %	Out %	Rate	In	Out	Total	In %	Out %	Rate	In	Out	Total
1	Ontario	Approved	PDEV21-018 - Industrial Development	SE Corner Jurupa Ave/Milliken Ave	Industrial Park	168.17	KSF	ITE Code 130	81%	19%	0.34	46	11	57	22%	78%	0.34	10	47	57
2	Ontario	In Review	File No. PDEV19-057-Industrial	NE Corner Haven Ave/SR-60	Industrial Park	281.00	KSF	ITE Code 130	81%	19%	0.34	78	18	96	22%	78%	0.34	16	80	96
3	Ontario	In Review	File PDEV18-031 - Commercial/Industrial	SE Corner Riverside Drive/Hamner Ave	Shopping Plaza (40-150k)	52.00	KSF	ITE Code 821 Pass by	62%	38%	1.73	33	21	54	49%	51%	5.19	79	83	162
4	Ontario	In Review	File PDEV18-031 - Commercial/Industrial	SE Corner Riverside Drive/Hamner Ave	Industrial Park	968.03	KSF	ITE Code 130	81%	19%	0.34	266	63	329	22%	78%	0.34	56	273	329
5	Ontario	In Review	File No. PDEV19-059-Industrial	NE Corner Riverside Drive/Milliken Ave	Strip Retail Plaza (<40k)	5.55	KSF	ITE Code 822 Pass by	60%	40%	2.36	5	3	8	50%	50%	6.59	11	11	22
6	Ontario	In Review	File No. PDEV19-059-Industrial	NE Corner Riverside Drive/Milliken Ave	Industrial Park	295.99	KSF	ITE Code 130	81%	19%	0.34	82	19	101	22%	78%	0.34	17	84	101
7	Ontario	In Review	File No. PDEV21-037-Industrial	1516 South Bon View Avenue	Industrial Park	167.40	KSF	ITE Code 130	81%	19%	0.34	46	11	57	22%	78%	0.34	10	47	57
8	Ontario	Approved	Industrial Building(s)	SW corner of Milliken and SR-60	Industrial Park	393.33	KSF	ITE Code 130	81%	19%	0.34	109	25	134	22%	78%	0.34	23	111	134
9	Ontario	Approved	Ontario Ranch Business Park SP	NE Corner Merrill Ave/Euclid Ave	Warehousing/Business Park	1905.03	KSF	See Project TIA	See Project TIA			267	75	342	See Project TIA			100	292	392
10	Ontario	Approved	Merrill Commerce Center SP	Eucalyptus Ave/Grove Ave	Warehousing/Mixed Use	8455.00	KSF	See Project TIA	See Project TIA			1120	300	1420	See Project TIA			433	1269	1701
11	Ontario	Approved	South Ontario Logistics Center SP	Eucalyptus Ave/Campus Ave	Warehousing	5333.52	KSF	See Project TIA	See Project TIA			782	209	991	See Project TIA			283	853	1136
12	Ontario	Approved	Ontario Ranch Business Park SP Expansion	NE Corner Merrill Ave/Euclid Ave	Warehousing/Business Park	1640.69	KSF	See Project TIA	See Project TIA			216	58	274	See Project TIA			83	240	323
13	Ontario	Approved	Rich Haven Specific Plan Commerical	Riverside Drive/Haven Ave	Shopping Center (>150k)	204.50	KSF	ITE Code 820 Pass by	62%	38%	0.84	76	46	122	48%	52%	3.4	237	257	494
14	Ontario	Approved	Portion of Grand Park SP	SE Corner Ontario Ranch Rd/Archibald Ave	SF Attached Housing	362.00	DU	ITE Code 215	25%	75%	0.48	44	130	174	59%	41%	0.57	122	84	206
15	Ontario	Approved	Edenglen	Riverside Drive/Mill Creek Ave	MF Housing (Low Rise)	108.00	DU	ITE Code 220	24%	76%	0.4	10	33	43	63%	37%	0.51	35	20	55
16	Ontario	Approved	Rich Haven	Twinkle Ave/Moonlight St	MF Housing (Low Rise)	120.00	DU	ITE Code 220	24%	76%	0.4	12	36	48	63%	37%	0.51	38	23	61
17	Ontario	Approved	The Avenue	Ontario Ranch Road/Mill Creek Ave	SF Detached Housing	106.00	DU	ITE Code 210	25%	75%	0.7	19	55	74	63%	37%	0.94	63	37	100
18	Ontario	Approved	The Avenue School	Ontario Ranch Road/Mill Creek Ave	Elementary School	800.00	Students	ITE Code 520	54%	46%	0.74	320	272	592	46%	54%	0.16	59	69	128
19	Ontario	Approved	Parkside Specific Plan (SF)	Ontario Ranch Road/Archibald Ave	SF Detached Housing	540.00	DU	ITE Code 210	25%	75%	0.7	95	283	378	63%	37%	0.94	320	188	508
20	Ontario	Approved	Parkside Specific Plan (MF)	Ontario Ranch Road/Archibald Ave	MF Housing (Low Rise)	508.00	DU	ITE Code 220	24%	76%	0.4	49	154	203	63%	37%	0.51	163	96	259
21	Ontario	Approved	Commercial (Ontario Ranch)	Hellman Ave and Eucalyptus Ave	Shopping Center (>150k)	210.00	KSF	ITE Code 820 Pass by	62%	38%	0.84	78	47	125	48%	52%	3.4	243	264	507
22	Ontario	Approved	SF Residential (Ontario Ranch)	SE Corner Eucalyptus Ave/Haven Ave	SF Detached Housing	3733.00	DU	ITE Code 210	25%	75%	0.7	653	1960	2613	63%	37%	0.94	2211	1298	3509
23	Ontario	Approved	Commercial (Ontario Ranch)	SE Corner Eucalyptus Ave/Haven Ave	Shopping Plaza (40-150k)	87.00	KSF	ITE Code 821 Pass by	62%	38%	1.73	56	34	90	49%	51%	5.19	133	138	271
24	Ontario	Approved	Elementary School (Ontario Ranch)	Ontario Ranch Area TBD	Elementary School	800.00	Students	ITE Code 520	54%	46%	0.74	320	272	592	46%	54%	0.16	59	69	128
25	Ontario	Approved	Middle School (Ontario Ranch)	Ontario Ranch Area TBD	Middle School	1200.00	Students	ITE Code 522	54%	46%	0.67	434	370	804	48%	52%	0.15	86	94	180
26	Chino	Approved	Total Preserve SP - SF Res	Pine Ave and Hellmann Ave	SF Detached Housing	1791.00	DU	ITE Code 210	25%	75%	0.7	314	940	1254	63%	37%	0.94	1061	623	1684
27	Chino	Approved	Total Preserve SP - MF Res	Pine Ave and Hellmann Ave	MF Housing (Low Rise)	2675.00	DU	ITE Code 220	24%	76%	0.4	257	813	1070	63%	37%	0.51	859	505	1364
28	Chino	Approved	Majestic Chino Logistics Center	SE Conrer Montain Ave/Bickmore Ave	Var.	2082.75	KSF	See Project TIA	See Project TIA			195	57	252	See Project TIA			95	243	338
29	Chino	Approved	Industrial Building(s)	13404 Yorba Ave	Industrial Park	325.00	KSF	ITE Code 130	81%	19%	0.34	90	21	111	22%	78%	0.34	19	92	111
30	Chino	Approved	Preserve SP Business Park	Pine Ave and Hellmann Ave	Var.	798.00	KSF	See Project TIA	See Project TIA			540	95	635	See Project TIA			137	343	480
31	Chino	Approved	Altitude Business Center (Preserve SP)	Kimball Avenue and Terminal Court	Industrial Park	50.00	KSF	ITE Code 130	81%	19%	0.34	14	3	17	22%	78%	0.34	3	14	17
32	Chino	Approved	SF/MF Housing	West of Meadowhouse/Desert Holly	MF Housing (Low Rise)	149.00	DU	ITE Code 220	24%	76%	0.4	14	46	60	63%	37%	0.51	48	28	76
33	Chino	Approved	Preserve SP - Industrial	Pine Ave and Hellmann Ave	Industrial Park	925.36	KSF	ITE Code 130	81%	19%	0.34	255	60	315	22%	78%	0.34	54	261	315
34	Chino	In Review	Commercial	NE Corner of Euclid Ave and Schafer Ave	Shopping Plaza (40-150k)	71.36	KSF	ITE Code 821 Pass by	62%	38%	1.73	46	28	74	49%	51%	5.19	109	113	222
35	Chino	In Review	Industrial Building(s)	13610 Yorba Ave	Industrial Park	305.00	KSF	ITE Code 130	81%	19%	0.34	84	20	104	22%	78%	0.34	18	86	104
36	Chino	Approved	FedEx	SW corner of Fern Ave and Bickmore Ave	Industrial Park	476.29	KSF	ITE Code 130	81%	19%	0.34	131	31	162	22%	78%	0.34	28	134	162
37	Chino	Approved	El Pollo Loco	6981 Schaefer Ave	Fast Food Restaurant with Drive Through	2.00	KSF	ITE Code 934 Pass By	51%	49%	44.61	23	22	45	52%	48%	33.03	16	14	30
38	Chino	Approved	Goodman-Commerce Center Offices	SW Corner Bickmore Ave and San Antonio Ave	Business Park	160.00	KSF	ITE Code 770	85%	15%	1.35	184	32	216	26%	74%	1.22	51	144	195
39	Chino	Approved	Goodman-Commerce Center Shopping Center	SW Corner Bickmore Ave and San Antonio Ave	Shopping Plaza (40-150k)	63.00	KSF	ITE Code 821 Pass by	62%	38%	1.73	40	25	65	49%	51%	5.19	96	100	196
40	Chino	In Review	Commercial (5985 Eucalyptus Ave)	5985 Eucalyptus Ave	Shopping Plaza (40-150k)	50.63	KSF	ITE Code 821 Pass by	62%	38%	1.73	33	20	53	49%	51%	5.19	77	81	158
41	Chino	In Review	Church (5985 Eucalyptus Ave)	5985 Eucalyptus Ave	Church	27.00	KSF	ITE Code 560	62%	38%	0.32	6	3	9	44%	56%	0.49	6	7	13
42	Chino	In Review	Commercial (6312 Riverside Drive)	6312 Riverside Drive	Strip Retail Plaza (<40k)	6.44	KSF	ITE Code 822 Pass by	60%	40%	2.36	5	4	9	50%	50%	6.59	13	12	25
43	Chino	In Review	Restaurant (6312 Riverside Drive)	6312 Riverside Drive	Fast Food Restaurant with Drive Through	2.31	KSF	ITE Code 934 Pass By	51%	49%	44.61	27	25	52	52%	48%	33.03	18	16	34
44	Chino	In Review	Car Wash (6312 Riverside Drive)	6312 Riverside Drive	Automatic Car Wash	3.61	KSF	ITE Code 948	50%	50%	14.2	26	25	51	50%	50%	14.2	26	25	51
45	Eastvale	In Review	Leal SP - 168 units	NE Corner of Hamner Ave/Limonite Ave	MF Housing (Low Rise)	168.00	DU	ITE Code 220	24%	76%	0.4	16	51	67	63%	37%	0.51	54	32	86
46	Eastvale	In Review	Leal SP - 102 units	NE Corner of Hamner Ave/Limonite Ave	MF Housing (Low Rise)	102.00	DU	ITE Code 220	24%	76%	0.4	10	31	41	63%	37%	0.51	33	19	52
47	Eastvale	In Review	Leal SP - 94 units	NE Corner of Hamner Ave/Limonite Ave	SF Detached Housing	94.00	DU	ITE Code 210	25%	75%	0.7	17	49	66	63%	37%	0.94	55	33	88
48	Eastvale	In Review	Leal SP - 74 units	NE Corner of Hamner Ave/Limonite Ave	SF Detached Housing	74.00	DU	ITE Code 210	25%	75%	0.7	13	39	52	63%	37%	0.94	44	26	70
49	Eastvale	In Review	Leal SP - 320 units	NE Corner of Hamner Ave/Limonite Ave	MF Housing (Low Rise)	320.00	DU	ITE Code 220	24%	76%	0.4	31	97	128	63%	37%	0.51	103	60	163
50	Eastvale	Approved	Restaurant Building	SE Corner of Hamner Ave and Schleisman Rd	High Turnover Sit Down Restaurant	7.76	KSF	ITE Code 932	55%	45%	9.57	41	33	74	61%	39%	9.05	43	27	70
51	Eastvale	Approved	Business Park	NE Corner of Hamner Ave and Goodman Way	Business Park	249.97	KSF	ITE Code 770	85%	15%	1.35	286	51	337	26%	74%	1.22	79	226	305
52	Eastvale	Approved	Fast Food Pad	NW Corner of Archibald Ave and Chandler Ave	Fast Food Restaurant with Drive Through	2.21	KSF	ITE Code 934 Pass By	51%	49%	44.61	25	24	49	52%	48%	33.03	17	16	33
53	Eastvale	Approved	Walmart Eastvale	14100 Limonite Ave	Commercial/Gas Station	177, 16	KSF, Gas Pumps	See Project TIA	See Project TIA			490	370	860	See Project TIA			526	533	1058
54	Eastvale	Approved	Homestead	Archibald Ave and Limonite Ave	Industrial Park	1080.60	KSF	ITE Code 130	81%	19%	0.34	297	70	367	22%	78%	0.34	62	305	367
											Totals	**8726**	**7590**	**16316**			**Totals**	**8640**	**10145**	**18783**

The following projects were reviewed and determined to be far enough from the project to not add significant traffic to study intersections:

MasterID	City	Status	Project Description	Location	Land Use	Qty	Units
55	Ontario	Approved	File No. PDEV20-008 – Industrial Development	Northeast corner of Airport Drove/Haven Avenue	Industrial	200.30	KSF
56	Ontario	Construction	File No. PDEV 19-025 Palmer Apartments / Commercial Retail	Southeast corner of Vineyard and Inland Empire Blvd	Residential and Commercial	950 5	DU KSF
57	Ontario	Approved	File PDEV19-067: Hyatt Dual Hotel 265 Rooms	Southeast corner of Archibald/Inland Empire	Hotel	265.00	Rooms
58	Ontario	Construction	File No. PDEV19-054- Townhomes	Southwest corner of Via Alba/Via Villagio	Residential	72.00	DU
59	Ontario	Construction	File No. PDEV19-061 - Townhomes	Northeast corner of Ontario Center Parkway/ Via Alba	Residential	110.00	DU
60	Ontario	Construction	File No. 21-013 - Retail Shopping Center	Southeast corner of Haven Ave. and 4th Street	Commercial	91.16	KSF
61	Ontario	Approved	File No. PDEV17-016 -Cambria Hotel- 124 Rooms	535 N Turner Avenue	Hotel	124.00	Rooms
62	Ontario	Approved	PDEV22-014 Residential/Commercial Development	Southeast and Southwest corners of Via Piemonte and Via Villagio	Residential and Commercial	694 63.66	DU KSF
63	Ontario	Approved	File No. PDEV21-047 - Industrial	East of Haven Avenue, west of Doubleday and Dupont Avenues, north of Jurupa Street and south of Airport Drive	Industrial	4263.45	KSF
64	Ontario	Construction	File No. PDEV21-003-Industrial	1486 East Holt	Industrial	26.00	KSF
65	Ontario	Approved	File No. PDEV22-009-Industrial	Southeast corner of Sultana Avenue and Mission Blvd	Industrial	79.32	KSF
66	Ontario	Approved	File No. PDEV21-035-Industrial	Southeast corner of Sultana Avenue and Belmont Street	Industrial	59.98	KSF
67	Ontario	Approved	File No. PDEV21-037-Industrial	1516 South Bon View Avenue	Industrial	167.40	KSF
68	Ontario	Approved	File No. PDEV22-012 -Commercial	West side of Archibald Avenue approximately 300 feet south of Philadelphia Street	Commercial	7.23	KSF
69	Ontario	Approved	File No. PDEV21-045 -Commercial	2575 South Archibald Avenue	Commercial	1.80	KSF

Appendix B1. Rough Grading Phase I and 2 Hydrology Study

Appendix

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700 Flower Street, Suite 2100 Los Angeles, CA 90017 213.418.0201 kpff.com

HYDROLOGY REPORT

for

Ontario Ballpark Project
Rough Grading Phase 1 & 2 Permit Package

CITY OF ONTARIO, CALIFORNIA

April 12, 2024

Prepared By:

Julian Dela Cruz
KPFF Consulting Engineers
700 Flower Street, Suite 2100
Los Angeles, CA 9001

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Exhibit B: City of Ontario Master Plan of Drainage: Land Use Plan
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Introduction

The purpose of this study is to evaluate the proposed hydrology conditions for the Ontario Ballpark resulting from the Phase I and II Rough Grading Permit and demonstrate that the proposed conditions comply with the City of Ontario Master Plan of Drainage (MPD). The project site is located on 9375 East Riverside Drive, Ontario, CA 91761. The project site is bounded by Riverside Drive to the north, Vineyard Avenue to the west, Chino Avenue to the south, and an unnamed road between Ontario Avenue and S Newton Avenue to the east.

The hydrology study will determine the proposed site's permeability and compare it with the design assumptions made in the MPD to demonstrate that the proposed project site will not be modified in such a way as to generate a higher runoff volume or peak flow than what was analyzed in the MPD and therefore the City's existing downstream storm drain infrastructure will not be adversely impacted by the work proposed as part of this permit.

Methodology

The purpose of the 2012 MPD is to update the previous 1999 MPD to include the New Model Colony and the Old Model Colony. The previous 1999 MPD included only the area within the city limits at the time, which came to be known as the "Old Model Colony". The current 2012 MPD now includes the "New Model Colony", which represents an area of approximately 8,200 acres annexed by the City of Ontario from the San Bernardino County Agricultural Preserve Area.

The current 2012 MPD has incorporated both the Old and New Model Colonies based on the latest Land Use Plan adopted by the City Council on January 27, 2010, as part of The Ontario Plan. The MPD is primarily used to "present preliminary sizes, alignments and construction cost estimates for recommended city-owned backbone storm drain facilities needed to upgrade the existing systems to provide adequate flood protection and support future built-out conditions and is comprised of the following:

- Update and evaluation of inventory and capacities of the existing city-owned storm drain facilities.
- Preparation of hydrology studies to quantify peak flow rates for runoffs during major storm events, for built-out conditions based on the Land Use Plan
- Identification and quantification of upgrades to existing City-owned storm drain systems to provide adequate flood protection and mitigate development impacts, based on the City's latest policies and goals
- Evaluation of alternatives to provide adequate flood protection utilizing the existing facilities to the maximum extent.
- Development of a master plan that establishes preliminary alignment and sizes for recommended backbone drainage facilities that will ensure adequate flood protection in the study area"

(City of Ontario Master Plan of Drainage, March 2012).

Per the hydrology and storm drain facility design criteria outlined in Section III of the MPD, the flood protection goals of the MPD are as follows:

For Arterial and Collector Streets:

1. Peak runoff during 25-year return frequency storm events shall be contained within curb-to-curb capacity of the street.
2. Peak runoff during 100-year return frequency storm events shall be contained within the limits of street rights-of-way, and the water surface elevation of the street flows shall be at least one foot lower than the lowest finished floor elevation of adjacent inhabitable structures.

For Local and Residential Streets:

1. Peak runoff during 10-year return frequency storm events shall be contained within curb-to-curb capacity of the street.
2. Peak runoff during 100-year frequency storm events shall be contained within the limits of street rights-of-way, and the water surface elevation of the street flows shall be at least one foot lower than the lowest finished floor elevation of adjacent inhabitable structures.

Special Flood Protection Consideration:

1. The best possible and practical flood protection shall be provided for high pedestrian areas (such as schools, hospital, retail centers, public parks, etc.), and emergency facilities.

The MPD has also been prepared using the following hydrology design criteria:

- San Bernardino County Hydrology Manual, 1986 Revision
- Rational Method or Unit Hydrograph method for peak runoff storms of 10, 25, and 100-year return frequencies (Q10, Q25 and Q100)
- Run-off coefficients based on surface/sub-surface characteristics of the watershed:
    - Per Exhibit 6 – Soils Map in the MPD:
        - Sand and sandy loam, classified as Soil Groups A and B
    - Per MPD Land Use Plan:
        - Urban Landscaped cover
        - Average antecedent moisture condition (AMC II)
- Hydraulic capacities of existing storm drains based on design flow data shown on as-builts, when available
    - For storm drains with no as-builts available, preliminary hydraulic calculations were performed to estimate capacities using 80% of the general ground surface slope as the gradient of the mainline Hydraulic Grade Line
- Hydraulic capacities of streets to convey surface flows were calculated using Street Capacity Curves included in Appendix A of the MPD
- All master-planned storm drains and appurtenances should be designed to conform with City's Flood Protection Goals using the latest City Standards
- Facilities located in the State or County R/W shall conform to Caltrans or San Bernardino County Flood Control District's standards and criteria

In order to verify whether or not the work proposed under this permit will result in an increase in runoff volume and/or peak flows relative to what was evaluated by the MPD, the proposed site characteristics were reviewed relative to the site inputs considered in the MPD. The only characteristic expected to differ is the proposed permeability.

The project site is located in the NMC-West, or New Model Colony-West and the OMC, or Old Model Colony and designated as "Low Density Residential" (see Exhibit B: City of Ontario Master Plan of Drainage: Land Use Plan), although the hydrology calculations for the site use a blended land use consisting of a majority Low Density Residential (5-7 Dwellings/Acre) with some Commercial Use and Public Park. The Pervious Area Fraction (Ap) associated with each land use is based on San Bernardino County Hydrology Manual, Figure C-4, replicated in part below. For a full version of Figure C-4, see Exhibit F: City of Ontario Master Plan of Drainage: Figure C-4 Actual Impervious Cover for Developed Areas. The site is split between two drainage areas, Drainage Areas IV and XI (see Exhibit C: City of Ontario Master Plan of Drainage: Drainage Area Map). Within the two drainage areas, the project site includes portions of subdrainage area G47 and the entirety of G48 in Drainage Area IV and subdrainage area F (divided into two subdrainage areas both labeled "F") in Drainage Area XI. See Exhibit D: City of Ontario Master Plan of Drainage: Hydrology Map Old Model Colony-West and Exhibit E: City of Ontario Master Plan of Drainage: Hydrology Map New Model Colony for drainage areas and see Appendix A: City of Ontario Master Plan of Drainage Appendix C – Basin IV and Appendix B: City of Ontario Master Plan of Drainage Appendix E – Basin XI for hydrology calculations.

ACTUAL IMPERVIOUS COVER

Land Use (1)	Range-Percent	Recommended Value For Average Conditions-Percent (2)
Natural or Agriculture	0 - 0	0
Public Park	10 - 25	15
School	30 - 50	40
Single Family Residential: (3)		
2.5 acre lots	5 - 15	10
1 acre lots	10 - 25	20
2 dwellings/acre	20 - 40	30
3-4 dwellings/acre	30 - 50	40
5-7 dwellings/acre	35 - 55	50
8-10 dwellings/acre	50 - 70	60
More than 10 dwellings/acre	65 - 90	80
Multiple Family Residential:		
Condominiums	45 - 70	65
Apartments	65 - 90	80
Mobile Home Park	60 - 85	75
Commercial, Downtown Business or Industrial	80 - 100	90

(Figure C-4, Actual Impervious Cover for Developed Area, San Bernardino County Hydrology Manual, 1986)

The proposed site condition at the conclusion of rough grading will be 100% permeable, as shown in Exhibit A: Proposed Permeability Map.

Hydrology Calculations: Master Plan Appendix C – Drainage Areas I, II, III, IV

Master Plan Appendix C – Drainage Areas I, II, III, and IV include subdrainage areas G47 and G48 in Basin IV, which account for the western portion of the project site. The hydrology calculations were performed using Advanced Engineering Software (AES) by Hunsaker & Associates in 2011.

Calculations for subdrainage area G47 (Node 346) include:

- Time of concentration (min.): 29.08
- 10-year rainfall intensity (in/hr): 1.390
- Subarea area (ac): 80.40
- Total area (ac): 733.2
- Q10 Peak Flow Rate (cfs): 673.62
- Subarea Loss Rate Data (AMC I):

DEVELOPMENT TYPE/ LAND USE	SCS SOIL GROUP	AREA (ACRES)	Fp (INCH/HR)	Ap (DECIMAL)	SCS CN
COMMERCIAL	A	1.00	1.33	0.100	17
RESIDENTIAL "5-7 DWELLINGS/ACRE"	A	70.00	1.33	0.500	17
COMMERCIAL	A	9.40	1.33	0.100	17

SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) = 1.33
SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap = 0.448
SUBAREA AREA(ACRES) = 80.40

"Excerpt from Master Plan Appendix C"

Where:

- Ap = pervious area fraction (permeability)
- Fp = infiltration rate for pervious area
- SCS SN = Soil Conservation Service Curve Number

Calculations for subdrainage area G48 (Node 347) include:

- Time of concentration (min.): 32.17
- 10-year rainfall intensity (in/hr): 1.308
- Subarea area (ac): 147.10
- Total area (ac): 880.3
- Q10 Peak Flow Rate (cfs): 762.93
- Subarea Loss Rate Data (AMC I):

DEVELOPMENT TYPE/ LAND USE	SCS SOIL GROUP	AREA (ACRES)	Fp (INCH/HR)	Ap (DECIMAL)	SCS CN
COMMERCIAL	A	2.80	1.33	0.100	17
RESIDENTIAL "5-7 DWELLINGS/ACRE"	A	144.30	1.33	0.500	17

SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) = 1.33
SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap = 0.492
* RAINFALL INTENSITY IS LESS THAN AREA-AVERAGED Fp;
* IMPERVIOUS AREA USED FOR RUNOFF ESTIMATES.
SUBAREA AREA(ACRES) = 147.10

"Excerpt from Master Plan Appendix C"

Where:

- Ap = pervious area fraction (permeability)
- Fp = infiltration rate for pervious area
- SCS SN = Soil Conservation Service Curve Number

Hydrology Calculations: Master Plan Appendix E – Drainage Areas X, XI, XII, XIII, XIV

Master Plan Appendix E – Drainage Areas X, XI, XII, XIII, XIV include subdrainage areas F (broken into two subdrainage areas labeled “F”) in Basin XI, which account for the eastern portion of the project site. The hydrology calculations were performed using Advanced Engineering Software (AES) by Hunsaker & Associates in 2011.

Calculations for subdrainage area F (Nodes 1000-1002) include:

- Time of concentration (min.): 16.008
- 10-year rainfall intensity (in/hr): 1.768
- Subarea area (ac): 9.45
- Total area (ac): 9.45
- Q10 Peak Flow Rate (cfs): 10.89
- Subarea Loss Rate Data (AMC I):

DEVELOPMENT TYPE/ LAND USE	SCS SOIL GROUP	AREA (ACRES)	Fp (INCH/HR)	Ap (DECIMAL)	SCS CN	Tc (MIN.)
RESIDENTIAL						
"5-7 DWELLINGS/ACRE"	A	9.45	0.98	0.500	32	16.01
SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) = 0.98						
SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap = 0.500						
SUBAREA RUNOFF(CFS) = 10.89						
TOTAL AREA(ACRES) = 9.45 PEAK FLOW RATE(CFS) = 10.89						

"Excerpt from Master Plan Appendix E"

Where:

- Ap = pervious area fraction (permeability)
- Fp = infiltration rate for pervious area
- SCS SN = Soil Conservation Service Curve Number

Calculations for subdrainage area F (Nodes 1012) include:

- Time of concentration (min.): 16.72
- 10-year rainfall intensity (in/hr): 1.722
- Subarea area (ac): 34.82
- Total area (ac): 39.2
- Q10 Peak Flow Rate (cfs): 38.79
- Subarea Loss Rate Data (AMC I):

DEVELOPMENT TYPE/ LAND USE	SCS SOIL GROUP	AREA (ACRES)	Fp (INCH/HR)	Ap (DECIMAL)	SCS CN
COMMERCIAL	A	1.87	0.98	0.100	32
PUBLIC PARK	A	2.10	0.98	0.850	32

SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) = 0.98
SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap = 0.497
SUBAREA AREA(ACRES) = 3.97 SUBAREA RUNOFF(CFS) = 4.42
EFFECTIVE AREA(ACRES) = 34.82 AREA-AVERAGED Fm(INCH/HR) = 0.48
AREA-AVERAGED Fp(INCH/HR) = 0.97 AREA-AVERAGED Ap = 0.50
TOTAL AREA(ACRES) = 39.2 PEAK FLOW RATE(CFS) = 38.79

END OF STUDY SUMMARY:
TOTAL AREA(ACRES) = 39.2 TC(MIN.) = 16.72
EFFECTIVE AREA(ACRES) = 34.82 AREA-AVERAGED Fm(INCH/HR)= 0.48
AREA-AVERAGED Fp(INCH/HR) = 0.97 AREA-AVERAGED Ap = 0.497
PEAK FLOW RATE(CFS) = 38.79

"Excerpt from Master Plan Appendix E"

Where:

- Ap = pervious area fraction (permeability)
- Fp = infiltration rate for pervious area
- SCS SN = Soil Conservation Service Curve Number

Conclusion

The scope of work for the proposed rough grading permit includes rough grading only, and therefore 100% of the site will qualify as "natural" per the Hydrology Manual Figure C-4, which translates to an impervious percentage of 0, or an Ap of 1.0. All other inputs are expected to remain constant.

Drainage Area	Ap (MPD)	Ap (Proposed Permit)	Runoff Impact
G47	0.448	1.0	Reduction
G48	0.492	1.0	Reduction
F (9.5 ac)	0.500	1.0	Reduction
F (39.2 ac)	0.497	1.0	Reduction

Table 1 – Perviousness Comparison Table

Because all runoff generated by the proposed work is anticipated to be less than the runoff values analyzed as part of the MPD, no impact to the City's downstream infrastructure is anticipated to occur as a result of the proposed work.

Exhibit A: Proposed Permeability Map

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Brand Activation - Wayfinding - Product Design
Event - Urban Design - Populous Design Build

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Henderson Engineers
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CIVIL
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San Diego, CA 92103
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510 W. 6th Street, Suite 800
Los Angeles, CA 90014
(213) 254-4726

REGISTERED PROFESSIONAL ENGINEER
REZA REZAIAN
No. C62048
Exp. 9/30/25
CIVIL
STATE OF CALIFORNIA

CITY OF ONTARIO SOUTHERN CALIFORNIA

REVISIONS		
NO.	DATE	DESCRIPTION

PROJECT NAME
ONTARIO BALLPARK

9375 East Riverside Drive
Ontario, CA 91761

ISSUED NAME
DESIGN DEVELOPMENT PACKAGE

ISSUED DATE	ISSUED BY
03/15/2024	POPULOUS
PROJECT NUMBER	PAPER SIZE
23.5836	E1

SHEET NAME
2300478-C-EXHB-HYDR-SITE - 30x42

SHEET NUMBER

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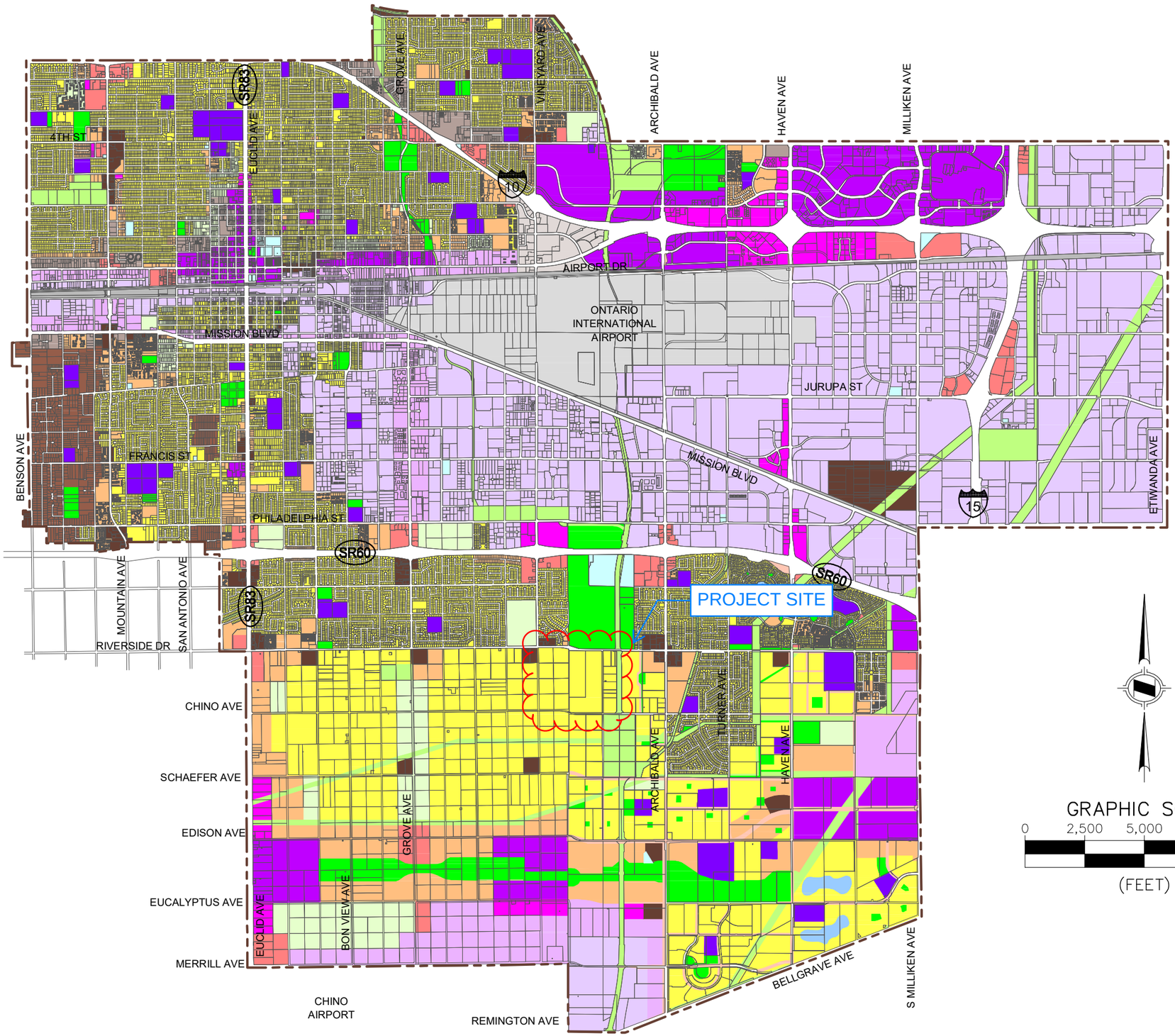
Exhibit B: City of Ontario Master Plan of Drainage – Land Use Plan



Residential
- Rural
- Low Density
- Low - Medium Density
- Medium Density
- High Density

Retail/Service
- Neighborhood Commercial
- General Commercial
- Office Commercial
- Hospitality

Employment
- Business Park
- Industrial

Other
- Open Space - Non Recreation
- Open Space - Parkland
- Open Space - Water
- Public Facility
- Public School
- Airport
- Rail
- Landfill

Mixed Use
- Mixed Use

GRAPHIC SCALE

0 2,500 5,000 10,000

(FEET)

*ADOPTED BY CITY COUNCIL ON JANUARY 27, 2010

03/10/2012

EXHIBIT 4

MARCH 2012

CITY OF ONTARIO
MASTER PLAN OF DRAINAGE

LAND USE PLAN

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Exhibit C: City of Ontario Master Plan of Drainage – Drainage Area Map

CITY OF ONTARIO

UPLAND
8TH ST STORM DRAIN
8th ST BASINS
8TH ST INTERCEPT
8TH ST
6TH ST
4TH ST
GROVE AVE
VINEYARD AVE
PRINCETON-LI BASIN
DEER CREEK CHANNEL
RANCHO CUCAMONGA
MILLIKEN AVE
S.B. COUNTY
FONTANA
SAN SEVAINE CHANNEL
TO CITY OF MONTCLAIR PROPOSED STORM DRAIN
TO CITY OF MONTCLAIR SAN BERNARDINO AVE STORM DRAIN
MONTCLAIR
SR83
EUCLID AVE
WEST STATE ST STORM DRAIN
EAST STATE ST STORM DRAIN
TURNER BASINS
CUCAMONGA-GUASTI REGIONAL PARK
ARCHIBALD AVE
HAVEN AVE
AIRPORT DR
ONTARIO INTERNATIONAL AIRPORT
CUCAMONGA CHANNEL
COMMERCE CENTER STORM DRAIN
DAY CREEK CHANNEL
LOWER ETIWANDA CREEK CHANNEL
WINEVILLE BASIN
WINEVILLE AVE
ETIWANDA AVE
JURUPA ST
MISSION BLVD
PHILLIPS ST
FRANCIS ST
FRANCIS ST STORM DRAIN
WEST CUCAMONGA CHANNEL
ELY BASINS
S.B. COUNTY
TO CITY OF CHINO MASTER PLAN STORM DRAIN SYSTEM 28
BENSON AVE
CHINO
PHILADELPHIA ST
SR60
JURUPA VALLEY
RIVERSIDE BASIN
CHINO STORM DRAIN
MAGNOLIA STORM DRAIN
SAN ANTONIO AVE
SULTANA CYPRESS STORM DRAIN
PROJECT SITE
SAN BERNARDINO/ RIVERSIDE COUNTY LINE
RIVERSIDE DR
GROVE AVE BASIN
RIVERSIDE DR STORM DRAIN 2
RIVERSIDE DR STORM DRAIN 1
LOWER DEER CREEK CHANNEL
MOUNTAIN AVE
CYPRESS CHANNEL
CHINO AVE
GROVE AVE BASIN DRAIN
LOWER CUCAMONGA SPREADING GROUNDS
CHRIS BASIN
S MILLIKEN AVE
EASTVALE
SCHAEFER AVE
EDISON AVE
EUCALYPTUS AVE
MERRILL AVE
BON VIEW AVE
WALKER AVE
CUCAMONGA CHANNEL
BELLGRAVE AVE
COUNTY LINE CHANNEL
AIRPORT CHANNEL
TO CITY OF CHINO MASTER PLANNED LINE I EUCLID AVE STORM DRAIN
OPEN CHANNEL
CHINO AIRPORT
TO CITY OF CHINO MASTER PLANNED LINE J GROVE AVE STORM DRAIN
REMINGTON AVE
CITY OF CHINO MASTER PLANNED LINE A WALKER AVE STORM DRAIN
B1-16

I II III IV V VI VII VIII IX X XI XII XIII XIV

DRAINAGE AREAS

I	(3,906 AC)
II	(236 AC)
III	(5,174 AC)
IV	(4,937 AC)
V	(4,105 AC)
VI	(1,307 AC)
VII	(2,501 AC)
VIII	(1,286 AC)
IX	(572 AC)
X	(2,903 AC)
XI	(1,471 AC)
XII	(1,253 AC)
XIII	(681 AC)
XIV	(1,758 AC)

LEGEND

- PLANNED STORM DRAIN
- EXISTING COUNTY OPEN CHANNEL
- EXISTING COUNTY STORM DRAIN
- CITY LIMIT LINE
- COUNTY LIMIT LINE
- EXISTING DETENTION BASIN
- OFF-SITE AREAS TRIBUTARY TO CITY OF ONTARIO

GRAPHIC SCALE
0 5,000 10,000
5,025.63 ft
(FEET)

03/10/2012

EXHIBIT 7
MARCH 2012
CITY OF ONTARIO
MASTER PLAN OF DRAINAGE

DRAINAGE AREA MAP

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Exhibit D: City of Ontario Master Plan of Drainage – Hydrology Map Old Model Colony-West

OFF-SITE FLOWS FROM CITY OF UPLAND
AREA = 233.3 AC
Q(100) = 394 CFS
Q(25) = 302 CFS
Q(10) = 239 CFS

OFF-SITE FLOWS FROM CITY OF UPLAND
AREA = 138.8 AC
Q(100) = 411 CFS
Q(24) = 324 CFS
Q(10) = 281 CFS

I-10 SAN BERNARDINO FREEWAY

8th ST BASINS

TO CITY OF MONTCLAIR SAN BERNARDINO AVE. STORM DRAIN

FUTURE STORM DRAIN PER CITY OF CHINO MASTER PLAN (SYSTEM 28)

WEST STATE STREET STORM DRAIN

EAST STATE ST STORM DRAIN

EAST 4TH STREET STORM DRAIN

FRANCIS ST STORM DRAIN

CHINO STORM DRAIN

MAGNOLIA STORM DRAIN

SULTANA CYPRESS STORM DRAIN

CYPRESS CHANNEL

RIVERSIDE DR STORM DRAIN 1

RIVERSIDE DR STORM DRAIN 2

GROVE AVE BASIN

ELY BASINS

EXISTING BASIN

PROJECT SITE

SUBDRAINAGE AREA G48

PORTION OF SUBDRAINAGE AREA G47

LOWER CUCAMONGA SPREADING GROUNDS

CUCAMONGA CHANNEL

WEST CUCAMONGA CHANNEL

OFF-SITE Q100=4

SR-60 POMONA FREEWAY

ONTARIO INTERNATIONAL

LEGEND

- COUNTY LIMITS
- CITY LIMITS
- X" / XXXX-X-X — PLANNED STORM DRAIN, SIZE AND LINE ID
- DRAINAGE AREA BOUNDARY
- DRAINAGE SYSTEM BOUNDARY
- MINOR DRAINAGE BOUNDARY
- (X) — EXISTING CITY STORM DRAIN AND SIZE (IN INCHES)
- EXISTING CITY OPEN CHANNEL
- EXISTING COUNTY OPEN CHANNEL
- (X) — EXISTING COUNTY STORM DRAIN AND SIZE (IN INCHES)
- EXISTING CALTRANS STORM DRAIN
- (X) / X" — EXISTING NEIGHBORING CITIES STORM DRAIN AND SIZE (IN INCHES)
- FUTURE NEIGHBORING CITIES STORM DRAIN AND SIZE
- EXISTING DETENTION BASIN
- X — DRAINAGE AREA #

DRAINAGE SYSTEM NAME — WLKR - XII - 3 — SYSTEM IDENTIFICATION
DRAINAGE AREA NUMBER — LINE NUMBER

X / X.X — AREA DESIGNATION / AREA ACREAGE (IN ACRES)

Q_{10} =861.0cfs
Q_{25} =981.1cfs
Q_{100}=1213.7cfs
833.9 AC — PEAK FLOW RATE / AREA (IN ACRES)
NODE 350 — NODE NO.

SCALE: 1" = 900'

900 450 0 900 2700
GRAPHIC SCALE 1"=900'

DATED: 7/10/2012 2:49 PM

MARCH 2012

REVISIONS

HUNSAKER & ASSOCIATES
IRVINE, INC.
PLANNING ▪ ENGINEERING ▪ SURVEYING
Three Hughes ▪ Irvine, CA 92618 ▪ PH: (949) 583-1010 ▪ FX: (949) 583-0759

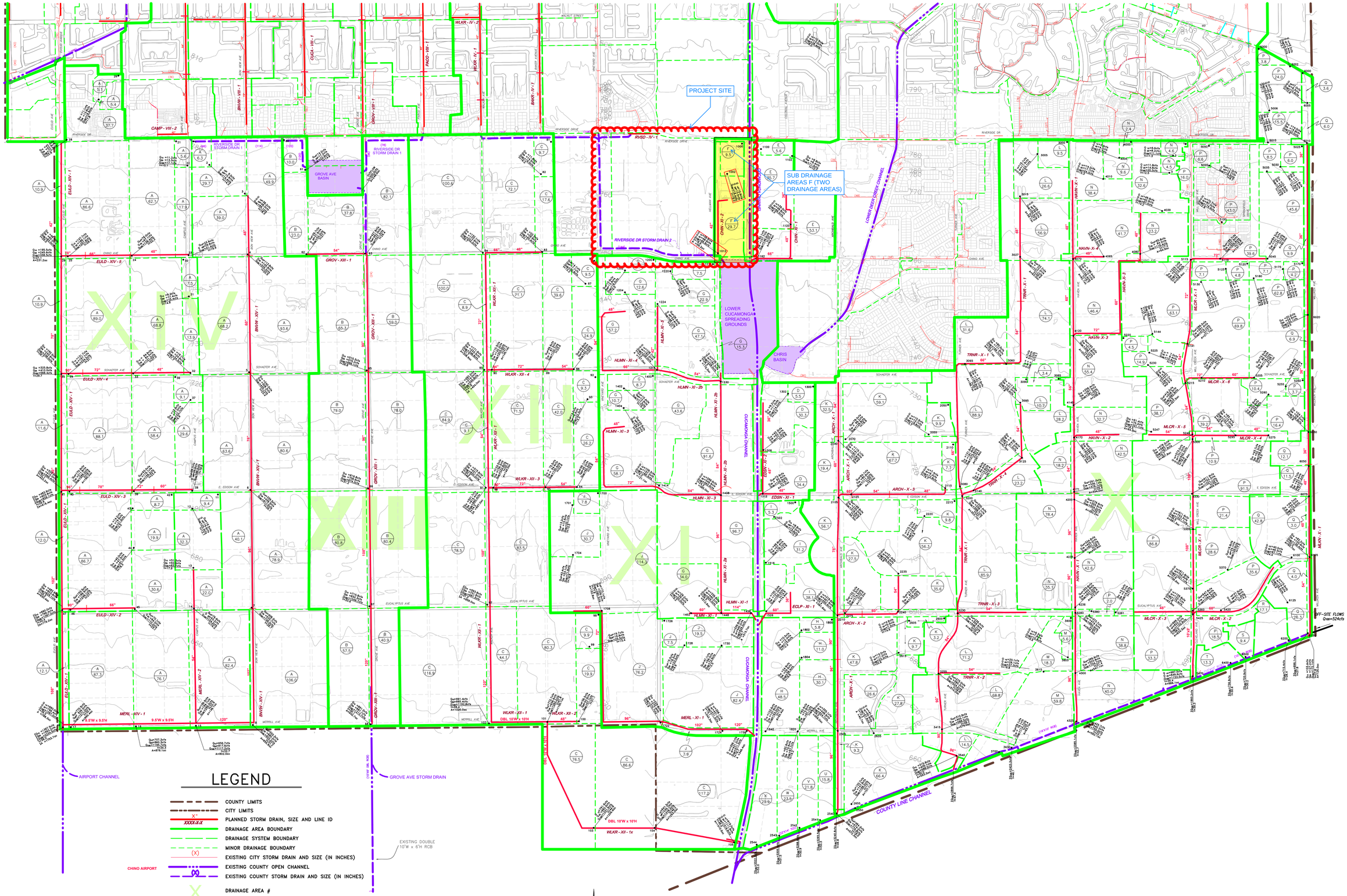
CITY OF ONTARIO
MASTER PLAN OF DRAINAGE

HYDROLOGY MAP
OLD MODEL COLONY-WEST

1 OF 3

F:\0641\Engineering\SY_SD Master Plan\Rpt_SD Master Plan\HYDROLOGY MAPS\HYDROLOGY MAP-OMC-ALL.dwg

Exhibit E: City of Ontario Master Plan of Drainage – Hydrology Map New Model Colony



LEGEND

- COUNTY LIMITS
- CITY LIMITS
- PLANNED STORM DRAIN, SIZE AND LINE ID (X; XXXX-X-X)
- DRAINAGE AREA BOUNDARY
- DRAINAGE SYSTEM BOUNDARY
- MINOR DRAINAGE BOUNDARY
- EXISTING CITY STORM DRAIN AND SIZE (IN INCHES) (X)
- EXISTING COUNTY OPEN CHANNEL (CHINO AIRPORT)
- EXISTING COUNTY STORM DRAIN AND SIZE (IN INCHES) 99
- DRAINAGE AREA # X

DRAINAGE SYSTEM NAME — WLKR - XII - 3 — SYSTEM IDENTIFICATION

DRAINAGE AREA NUMBER — LINE NUMBER

X / X.X — AREA DESIGNATION / AREA ACREAGE (IN ACRES)

Q_{10} =861.0cfs
Q_{25} =981.1cfs
Q_{100}=1213.7cfs — PEAK FLOW RATE

t=36.1
A=942.7ac — TIME OF CONCENTRATION / AREA

SCALE: 1" = 800'

800 400 0 800 2400
GRAPHIC SCALE 1"=800'

MARCH 2012

REVISIONS

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CITY OF ONTARIO
MASTER PLAN OF DRAINAGE
HYDROLOGY MAP
NEW MODEL COLONY

3 OF 3

B1-20

PLOTTED 3/15/2012 10:26 AM

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Exhibit F: City of Ontario Master Plan of Drainage – Figure C-4 Actual Impervious Cover for Developed Areas

ACTUAL IMPERVIOUS COVER

Land Use (1)	Range-Percent	Recommended Value For Average Conditions-Percent (2)
Natural or Agriculture	0 - 0	0
Public Park	10 - 25	15
School	30 - 50	40
Single Family Residential: (3)		
2.5 acre lots	5 - 15	10
1 acre lots	10 - 25	20
2 dwellings/acre	20 - 40	30
3-4 dwellings/acre	30 - 50	40
5-7 dwellings/acre	35 - 55	50
8-10 dwellings/acre	50 - 70	60
More than 10 dwellings/acre	65 - 90	80
Multiple Family Residential:		
Condominiums	45 - 70	65
Apartments	65 - 90	80
Mobile Home Park	60 - 85	75
Commercial, Downtown Business or Industrial	80 - 100	90

Notes:

1. Land use should be based on ultimate development of the watershed. Long range master plans for the County and incorporated cities should be reviewed to insure reasonable land use assumptions.

2. Recommended values are based on average conditions which may not apply to a particular study area. The percentage impervious may vary greatly even on comparable sized lots due to differences in dwelling size, improvements, etc. Landscape practices should also be considered as it is common in some areas to use ornamental gravels underlain by impervious plastic materials in place of lawns and shrubs. A field investigation of a study area shall always be made, and a review of aerial photos, where available, may assist in estimating the percentage of impervious cover in developed areas.

3. For typical equestrian subdivisions increase impervious area 5 percent over the values recommended in the table above.

SAN BERNARDINO COUNTY

HYDROLOGY MANUAL

ACTUAL IMPERVIOUS COVER FOR DEVELOPED AREAS

Appendix A: City of Ontario Master Plan of Drainage Appendix C – Basin IV

```
 TOTAL AREA(ACRES) =      652.8
 LONGEST FLOWPATH FROM NODE    360.00 TO NODE    345.00 =    8240.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE    345.00 TO NODE    345.00 IS CODE =  71
----------------------------------------------------------------------------
 >>>>>PEAK FLOW RATE ESTIMATOR CHANGED TO UNIT-HYDROGRAPH METHOD<<<<<
 >>>>>USING TIME-OF-CONCENTRATION OF LONGEST FLOWPATH<<<<<
============================================================================
 UNIT-HYDROGRAPH DATA:
 RAINFALL(INCH): 5M= 0.33;30M= 0.68;1H= 0.90;3H= 1.60;6H= 2.31;24H= 4.36
 S-GRAPH: VALLEY(DEV.)=100.0%;VALLEY(UNDEV.)/DESERT=  0.0%
          MOUNTAIN=  0.0%;FOOTHILL=  0.0%;DESERT(UNDEV.)=  0.0%
 Tc(HR) = 0.44; LAG(HR) = 0.35; Fm(INCH/HR) = 0.55; Ybar = 0.45
 USED SIERRA MADRE DEPTH-AREA CURVES WITH AMC  I  CONDITION.
 DEPTH-AREA FACTORS: 5M = 0.97; 30M = 0.97; 1HR = 0.97;
 3HR = 1.00; 6HR = 1.00; 24HR= 1.00
 UNIT-INTERVAL(MIN) =  5.00   TOTAL AREA(ACRES) =      652.8
 LONGEST FLOWPATH FROM NODE    360.00 TO NODE    345.00 =    8240.00 FEET.
  EQUIVALENT BASIN FACTOR APPROXIMATIONS:
  Lca/L=0.3,n=.0339; Lca/L=0.4,n=.0304; Lca/L=0.5,n=.0280;Lca/L=0.6,n=.0261
 TIME OF PEAK FLOW(HR) = 16.42  RUNOFF VOLUME(AF) =     135.92
 UNIT-HYDROGRAPH METHOD PEAK FLOW RATE(CFS) =    659.78
 TOTAL PEAK FLOW RATE(CFS) =    659.78 (SOURCE FLOW INCLUDED)
 RATIONAL METHOD PEAK FLOW RATE(CFS) =    623.90
  (UPSTREAM NODE PEAK FLOW RATE(CFS) =    623.90)
 PEAK FLOW RATE(CFS) USED =    659.78

****************************************************************************
 FLOW PROCESS FROM NODE    345.00 TO NODE    346.00 IS CODE =  31
----------------------------------------------------------------------------
 >>>>>COMPUTE PIPE-FLOW TRAVEL TIME THRU SUBAREA<<<<<
 >>>>>USING COMPUTER-ESTIMATED PIPESIZE (NON-PRESSURE FLOW)<<<<<
============================================================================
 ELEVATION DATA: UPSTREAM(FEET) =   770.00  DOWNSTREAM(FEET) =   752.00
 FLOW LENGTH(FEET) =  2560.00   MANNING'S N =  0.013
 DEPTH OF FLOW IN  96.0 INCH PIPE IS  75.8 INCHES
 PIPE-FLOW VELOCITY(FEET/SEC.) =  15.50
 ESTIMATED PIPE DIAMETER(INCH) =  96.00    NUMBER OF PIPES =   1
 PIPE-FLOW(CFS) =     659.78
 PIPE TRAVEL TIME(MIN.) =   2.75    Tc(MIN.) =   29.08
 LONGEST FLOWPATH FROM NODE    360.00 TO NODE    346.00 =   10800.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE    346.00 TO NODE    346.00 IS CODE =  81
----------------------------------------------------------------------------
 >>>>>ADDITION OF SUBAREA TO MAINLINE PEAK FLOW<<<<<
============================================================================
 MAINLINE Tc(MIN.) =   29.08
 *  10 YEAR RAINFALL INTENSITY(INCH/HR) =  1.390
 SUBAREA LOSS RATE DATA(AMC  I ):
  DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS
      LAND USE             GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
 COMMERCIAL                  A        1.00      1.33      0.100    17
 RESIDENTIAL
 "5-7 DWELLINGS/ACRE"        A       70.00      1.33      0.500    17
 COMMERCIAL                  A        9.40      1.33      0.100    17
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  1.33
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.448
 SUBAREA AREA(ACRES) =   80.40
 UNIT-HYDROGRAPH DATA:
 RAINFALL(INCH): 5M= 0.33;30M= 0.68;1H= 0.90;3H= 1.60;6H= 2.31;24H= 4.36
 S-GRAPH: VALLEY(DEV.)=100.0%;VALLEY(UNDEV.)/DESERT=  0.0%
          MOUNTAIN=  0.0%;FOOTHILL=  0.0%;DESERT(UNDEV.)=  0.0%
 Tc(HR) = 0.48; LAG(HR) = 0.39; Fm(INCH/HR) = 0.56; Ybar = 0.45
 USED SIERRA MADRE DEPTH-AREA CURVES WITH AMC  I  CONDITION.
 DEPTH-AREA FACTORS: 5M = 0.97; 30M = 0.97; 1HR = 0.97;
 3HR = 1.00; 6HR = 1.00; 24HR= 1.00
 UNIT-INTERVAL(MIN) =  5.00   TOTAL AREA(ACRES) =      733.2
 LONGEST FLOWPATH FROM NODE    360.00 TO NODE    346.00 =   10800.00 FEET.
  EQUIVALENT BASIN FACTOR APPROXIMATIONS:
  Lca/L=0.3,n=.0303; Lca/L=0.4,n=.0271; Lca/L=0.5,n=.0249;Lca/L=0.6,n=.0233
 TIME OF PEAK FLOW(HR) = 16.42  RUNOFF VOLUME(AF) =     151.76
 UNIT-HYDROGRAPH PEAK FLOW RATE(CFS) =    673.62
 TOTAL AREA(ACRES) =      733.2   PEAK FLOW RATE(CFS) =    673.62

****************************************************************************
 FLOW PROCESS FROM NODE    346.00 TO NODE    347.00 IS CODE =  31
----------------------------------------------------------------------------
 >>>>>COMPUTE PIPE-FLOW TRAVEL TIME THRU SUBAREA<<<<<
 >>>>>USING COMPUTER-ESTIMATED PIPESIZE (NON-PRESSURE FLOW)<<<<<
============================================================================
 ELEVATION DATA: UPSTREAM(FEET) =   752.00  DOWNSTREAM(FEET) =   740.00
 FLOW LENGTH(FEET) =  2530.00   MANNING'S N =  0.013
 DEPTH OF FLOW IN 108.0 INCH PIPE IS  78.3 INCHES
 PIPE-FLOW VELOCITY(FEET/SEC.) =  13.63
 ESTIMATED PIPE DIAMETER(INCH) = 108.00    NUMBER OF PIPES =   1
 PIPE-FLOW(CFS) =     673.62
 PIPE TRAVEL TIME(MIN.) =   3.09    Tc(MIN.) =   32.17
 LONGEST FLOWPATH FROM NODE    360.00 TO NODE    347.00 =   13330.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE    347.00 TO NODE    347.00 IS CODE =  81
----------------------------------------------------------------------------
 >>>>>ADDITION OF SUBAREA TO MAINLINE PEAK FLOW<<<<<
============================================================================
 MAINLINE Tc(MIN.) =   32.17
 *  10 YEAR RAINFALL INTENSITY(INCH/HR) =  1.308
 SUBAREA LOSS RATE DATA(AMC  I ):
  DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS
      LAND USE             GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
 COMMERCIAL                  A        2.80      1.33      0.100    17
 RESIDENTIAL
 "5-7 DWELLINGS/ACRE"        A      144.30      1.33      0.500    17
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  1.33
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.492
 * RAINFALL INTENSITY IS LESS THAN AREA-AVERAGED Fp;
 * IMPERVIOUS AREA USED FOR RUNOFF ESTIMATES.
 SUBAREA AREA(ACRES) =  147.10
 UNIT-HYDROGRAPH DATA:
 RAINFALL(INCH): 5M= 0.33;30M= 0.68;1H= 0.90;3H= 1.60;6H= 2.31;24H= 4.36
 S-GRAPH: VALLEY(DEV.)=100.0%;VALLEY(UNDEV.)/DESERT=  0.0%
```

Subarea G47

Subarea G48

```
          MOUNTAIN=  0.0%;FOOTHILL=  0.0%;DESERT(UNDEV.)=  0.0%
  Tc(HR) = 0.54; LAG(HR) = 0.43; Fm(INCH/HR) = 0.57; Ybar = 0.46
  USED SIERRA MADRE DEPTH-AREA CURVES WITH AMC  I  CONDITION.
  DEPTH-AREA FACTORS: 5M = 0.96; 30M = 0.96; 1HR = 0.96;
  3HR = 0.99; 6HR = 1.00; 24HR= 1.00
  UNIT-INTERVAL(MIN) =  5.00   TOTAL AREA(ACRES) =      880.3
  LONGEST FLOWPATH FROM NODE    360.00 TO NODE    347.00 =   13330.00 FEET.
   EQUIVALENT BASIN FACTOR APPROXIMATIONS:
   Lca/L=0.3,n=.0281; Lca/L=0.4,n=.0252; Lca/L=0.5,n=.0231;Lca/L=0.6,n=.0216
  TIME OF PEAK FLOW(HR) = 16.50  RUNOFF VOLUME(AF) =     178.61
  UNIT-HYDROGRAPH PEAK FLOW RATE(CFS) =     762.93
  TOTAL AREA(ACRES) =      880.3       PEAK FLOW RATE(CFS) =     762.93
================================================================================
  END OF STUDY SUMMARY:
  TOTAL AREA(ACRES)      =      880.3  TC(MIN.) =     32.17
  AREA-AVERAGED Fm(INCH/HR)=  0.57   Ybar =  0.46
  PEAK FLOW RATE(CFS)    =    762.93
================================================================================
================================================================================
  END OF INTEGRATED RATIONAL/UNIT-HYDROGRAPH METHOD ANALYSIS
```

Appendix B: City of Ontario Master Plan of Drainage Appendix E – Basin XI

```
______________________________________________________________________________
******************************************************************************
            RATIONAL METHOD HYDROLOGY COMPUTER PROGRAM PACKAGE
          (Reference: 1986 SAN BERNARDINO CO. HYDROLOGY CRITERION)
         (c) Copyright 1983-2011 Advanced Engineering Software (aes)
             Ver. 18.0  Release Date: 07/01/2011  License ID 1239

                          Analysis prepared by:

                          HUNSAKER & ASSOCIATES
                               Irvine,Inc
                     Planning * Engineering * Surveying
           Three Hughes * Irvine, California 92618 * (949)583-1010

 ************************* DESCRIPTION OF STUDY *************************
* HELLMAN, NORTH OF CHINO                                                 *
* 10-YR STUDY                                                             *
* AREA 'F'                                                                *
 *************************************************************************

  FILE NAME: HLM-U.DAT
  TIME/DATE OF STUDY: 17:33 10/16/2011
==============================================================================
  USER SPECIFIED HYDROLOGY AND HYDRAULIC MODEL INFORMATION:
==============================================================================
                    --*TIME-OF-CONCENTRATION MODEL*--

  USER SPECIFIED STORM EVENT(YEAR) =   10.00
  SPECIFIED MINIMUM PIPE SIZE(INCH) =  18.00
  SPECIFIED PERCENT OF GRADIENTS(DECIMAL) TO USE FOR FRICTION SLOPE = 0.90
  *USER-DEFINED LOGARITHMIC INTERPOLATION USED FOR RAINFALL*

  SLOPE OF INTENSITY DURATION CURVE(LOG(I;IN/HR) vs. LOG(Tc;MIN)) = 0.6000
  USER SPECIFIED 1-HOUR INTENSITY(INCH/HOUR) = 0.8000

  *ANTECEDENT MOISTURE CONDITION (AMC) II ASSUMED FOR RATIONAL METHOD*

  *USER-DEFINED STREET-SECTIONS FOR COUPLED PIPEFLOW AND STREETFLOW MODEL*
     HALF-  CROWN TO   STREET-CROSSFALL:   CURB  GUTTER-GEOMETRIES:  MANNING
     WIDTH  CROSSFALL  IN-  / OUT-/PARK-  HEIGHT  WIDTH  LIP   HIKE  FACTOR
NO.   (FT)     (FT)    SIDE / SIDE/ WAY    (FT)    (FT)  (FT)  (FT)    (n)
===  =====  =========  ================  ======  ===== ====== ===== =======
  1   30.0     20.0    0.018/0.018/0.020   0.67    2.00 0.0312 0.167 0.0150

  GLOBAL STREET FLOW-DEPTH CONSTRAINTS:
    1. Relative Flow-Depth =  0.00 FEET
       as (Maximum Allowable Street Flow Depth) - (Top-of-Curb)
    2. (Depth)*(Velocity) Constraint =  6.0 (FT*FT/S)
  *SIZE PIPE WITH A FLOW CAPACITY GREATER THAN
   OR EQUAL TO THE UPSTREAM TRIBUTARY PIPE.*
  *USER-SPECIFIED MINIMUM TOPOGRAPHIC SLOPE ADJUSTMENT NOT SELECTED

******************************************************************************
  FLOW PROCESS FROM NODE   1000.00 TO NODE   1002.00 IS CODE =  21   Subarea F
------------------------------------------------------------------------------
  >>>>>RATIONAL METHOD INITIAL SUBAREA ANALYSIS<<<<<
  >>USE TIME-OF-CONCENTRATION NOMOGRAPH FOR INITIAL SUBAREA<<
==============================================================================
  INITIAL SUBAREA FLOW-LENGTH(FEET) =   981.00
  ELEVATION DATA: UPSTREAM(FEET) =    777.00  DOWNSTREAM(FEET) =    769.00

  Tc = K*[(LENGTH** 3.00)/(ELEVATION CHANGE)]**0.20
  SUBAREA ANALYSIS USED MINIMUM Tc(MIN.) =   16.008
  *  10 YEAR RAINFALL INTENSITY(INCH/HR) =  1.768
  SUBAREA Tc AND LOSS RATE DATA(AMC  II):
   DEVELOPMENT TYPE/      SCS SOIL   AREA      Fp         Ap      SCS   Tc
       LAND USE            GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN  (MIN.)
  RESIDENTIAL
  "5-7 DWELLINGS/ACRE"       A        9.45      0.98     0.500    32   16.01
  SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  0.98
  SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.500
  SUBAREA RUNOFF(CFS) =     10.89
  TOTAL AREA(ACRES) =      9.45   PEAK FLOW RATE(CFS) =     10.89

******************************************************************************
  FLOW PROCESS FROM NODE   1002.00 TO NODE   1004.00 IS CODE =  31
------------------------------------------------------------------------------
  >>>>>COMPUTE PIPE-FLOW TRAVEL TIME THRU SUBAREA<<<<<
  >>>>>USING COMPUTER-ESTIMATED PIPESIZE (NON-PRESSURE FLOW)<<<<<
==============================================================================
  ELEVATION DATA: UPSTREAM(FEET) =   759.50  DOWNSTREAM(FEET) =   757.70
  FLOW LENGTH(FEET) =   755.00   MANNING'S N =  0.013
  DEPTH OF FLOW IN  27.0 INCH PIPE IS  17.6 INCHES
  PIPE-FLOW VELOCITY(FEET/SEC.) =   3.97
  ESTIMATED PIPE DIAMETER(INCH) =  27.00    NUMBER OF PIPES =   1
  PIPE-FLOW(CFS) =      10.89
  PIPE TRAVEL TIME(MIN.) =   3.17    Tc(MIN.) =   19.18
  LONGEST FLOWPATH FROM NODE   1000.00 TO NODE   1004.00 =    1736.00 FEET.

******************************************************************************
  FLOW PROCESS FROM NODE   1004.00 TO NODE   1004.00 IS CODE =  81
------------------------------------------------------------------------------
  >>>>>ADDITION OF SUBAREA TO MAINLINE PEAK FLOW<<<<<
==============================================================================
  MAINLINE Tc(MIN.) =   19.18
  *  10 YEAR RAINFALL INTENSITY(INCH/HR) =  1.586
  SUBAREA LOSS RATE DATA(AMC  II):
   DEVELOPMENT TYPE/      SCS SOIL   AREA      Fp         Ap      SCS
       LAND USE            GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
  RESIDENTIAL
  "5-7 DWELLINGS/ACRE"       A        7.87      0.98     0.500    32
  SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  0.98
  SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.500
  SUBAREA AREA(ACRES) =    7.87      SUBAREA RUNOFF(CFS) =    7.78
  EFFECTIVE AREA(ACRES) =     17.32   AREA-AVERAGED Fm(INCH/HR) =  0.49
  AREA-AVERAGED Fp(INCH/HR) =  0.97  AREA-AVERAGED Ap =  0.50
  TOTAL AREA(ACRES) =       17.3       PEAK FLOW RATE(CFS) =      17.12

******************************************************************************
  FLOW PROCESS FROM NODE   1004.00 TO NODE   1004.00 IS CODE =  81
------------------------------------------------------------------------------
  >>>>>ADDITION OF SUBAREA TO MAINLINE PEAK FLOW<<<<<
```

```
==========================================================================
  MAINLINE Tc(MIN.) =   19.18
  *  10 YEAR RAINFALL INTENSITY(INCH/HR) =  1.586
  SUBAREA LOSS RATE DATA(AMC  II):
   DEVELOPMENT TYPE/      SCS SOIL   AREA      Fp         Ap     SCS
       LAND USE           GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
  COMMERCIAL                A        1.90      0.98     0.100    32
  PUBLIC PARK               A        1.78      0.98     0.850    32
  SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  0.98
  SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.463
  SUBAREA AREA(ACRES) =    3.68      SUBAREA RUNOFF(CFS) =    3.76
  EFFECTIVE AREA(ACRES) =     21.00   AREA-AVERAGED Fm(INCH/HR) =  0.48
  AREA-AVERAGED Fp(INCH/HR) =  0.97  AREA-AVERAGED Ap =  0.49
  TOTAL AREA(ACRES) =       21.0       PEAK FLOW RATE(CFS) =      20.88

****************************************************************************
  FLOW PROCESS FROM NODE   1004.00 TO NODE   1006.00 IS CODE =  31
----------------------------------------------------------------------------
  >>>>>COMPUTE PIPE-FLOW TRAVEL TIME THRU SUBAREA<<<<<
  >>>>>USING COMPUTER-ESTIMATED PIPESIZE (NON-PRESSURE FLOW)<<<<<
============================================================================
  ELEVATION DATA: UPSTREAM(FEET) =   757.70  DOWNSTREAM(FEET) =   730.00
  FLOW LENGTH(FEET) =  1204.00   MANNING'S N =  0.013
  DEPTH OF FLOW IN  21.0 INCH PIPE IS  15.8 INCHES
  PIPE-FLOW VELOCITY(FEET/SEC.) =  10.75
  ESTIMATED PIPE DIAMETER(INCH) =  21.00    NUMBER OF PIPES =   1
  PIPE-FLOW(CFS) =      20.88
  PIPE TRAVEL TIME(MIN.) =   1.87    Tc(MIN.) =   21.04
  LONGEST FLOWPATH FROM NODE   1000.00 TO NODE   1006.00 =    2940.00 FEET.

****************************************************************************
  FLOW PROCESS FROM NODE   1006.00 TO NODE   1006.00 IS CODE =   1
----------------------------------------------------------------------------
  >>>>>DESIGNATE INDEPENDENT STREAM FOR CONFLUENCE<<<<<
============================================================================
  TOTAL NUMBER OF STREAMS =  2
  CONFLUENCE VALUES USED FOR INDEPENDENT STREAM  1 ARE:
  TIME OF CONCENTRATION(MIN.) =   21.04
  RAINFALL INTENSITY(INCH/HR) =   1.50
  AREA-AVERAGED Fm(INCH/HR) =  0.48
  AREA-AVERAGED Fp(INCH/HR) =  0.97
  AREA-AVERAGED Ap =  0.49
  EFFECTIVE STREAM AREA(ACRES) =      21.00
  TOTAL STREAM AREA(ACRES) =      21.00
  PEAK FLOW RATE(CFS) AT CONFLUENCE =      20.88

****************************************************************************
  FLOW PROCESS FROM NODE   1008.00 TO NODE   1010.00 IS CODE =  21
----------------------------------------------------------------------------
  >>>>>RATIONAL METHOD INITIAL SUBAREA ANALYSIS<<<<<
  >>USE TIME-OF-CONCENTRATION NOMOGRAPH FOR INITIAL SUBAREA<<
============================================================================
  INITIAL SUBAREA FLOW-LENGTH(FEET) =   981.00
  ELEVATION DATA: UPSTREAM(FEET) =    764.30  DOWNSTREAM(FEET) =    755.80

  Tc = K*[(LENGTH** 3.00)/(ELEVATION CHANGE)]**0.20
  SUBAREA ANALYSIS USED MINIMUM Tc(MIN.) =   15.815
  *  10 YEAR RAINFALL INTENSITY(INCH/HR) =  1.780
  SUBAREA Tc AND LOSS RATE DATA(AMC  II):
   DEVELOPMENT TYPE/      SCS SOIL   AREA      Fp         Ap     SCS   Tc
       LAND USE           GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN  (MIN.)
  RESIDENTIAL
  "5-7 DWELLINGS/ACRE"       A        9.29      0.98     0.500    32   15.81
  SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  0.97
  SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.500
  SUBAREA RUNOFF(CFS) =     10.81
  TOTAL AREA(ACRES) =      9.29   PEAK FLOW RATE(CFS) =     10.81

****************************************************************************
  FLOW PROCESS FROM NODE   1010.00 TO NODE   1006.00 IS CODE =  31
----------------------------------------------------------------------------
  >>>>>COMPUTE PIPE-FLOW TRAVEL TIME THRU SUBAREA<<<<<
  >>>>>USING COMPUTER-ESTIMATED PIPESIZE (NON-PRESSURE FLOW)<<<<<
============================================================================
  ELEVATION DATA: UPSTREAM(FEET) =   746.30  DOWNSTREAM(FEET) =   730.00
  FLOW LENGTH(FEET) =   540.00   MANNING'S N =  0.013
  DEPTH OF FLOW IN  18.0 INCH PIPE IS  10.3 INCHES
  PIPE-FLOW VELOCITY(FEET/SEC.) =  10.34
  ESTIMATED PIPE DIAMETER(INCH) =  18.00    NUMBER OF PIPES =   1
  PIPE-FLOW(CFS) =      10.81
  PIPE TRAVEL TIME(MIN.) =   0.87    Tc(MIN.) =   16.69
  LONGEST FLOWPATH FROM NODE   1008.00 TO NODE   1006.00 =    1521.00 FEET.

****************************************************************************
  FLOW PROCESS FROM NODE   1006.00 TO NODE   1006.00 IS CODE =  81
----------------------------------------------------------------------------
  >>>>>ADDITION OF SUBAREA TO MAINLINE PEAK FLOW<<<<<
============================================================================
  MAINLINE Tc(MIN.) =   16.69
  *  10 YEAR RAINFALL INTENSITY(INCH/HR) =  1.724
  SUBAREA LOSS RATE DATA(AMC  II):
   DEVELOPMENT TYPE/      SCS SOIL   AREA      Fp         Ap     SCS
       LAND USE           GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
  RESIDENTIAL
  "5-7 DWELLINGS/ACRE"       A        4.91      0.98     0.500    32
  SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  0.98
  SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.500
  SUBAREA AREA(ACRES) =    4.91      SUBAREA RUNOFF(CFS) =    5.46
  EFFECTIVE AREA(ACRES) =     14.20   AREA-AVERAGED Fm(INCH/HR) =  0.49
  AREA-AVERAGED Fp(INCH/HR) =  0.97  AREA-AVERAGED Ap =  0.50
  TOTAL AREA(ACRES) =       14.2       PEAK FLOW RATE(CFS) =      15.80

****************************************************************************
  FLOW PROCESS FROM NODE   1006.00 TO NODE   1006.00 IS CODE =   1
----------------------------------------------------------------------------
  >>>>>DESIGNATE INDEPENDENT STREAM FOR CONFLUENCE<<<<<
  >>>>>AND COMPUTE VARIOUS CONFLUENCED STREAM VALUES<<<<<
============================================================================
  TOTAL NUMBER OF STREAMS =  2
  CONFLUENCE VALUES USED FOR INDEPENDENT STREAM  2 ARE:
  TIME OF CONCENTRATION(MIN.) =   16.69
  RAINFALL INTENSITY(INCH/HR) =   1.72
```

```
 AREA-AVERAGED Fm(INCH/HR) =  0.49
 AREA-AVERAGED Fp(INCH/HR) =  0.97
 AREA-AVERAGED Ap =  0.50
 EFFECTIVE STREAM AREA(ACRES) =      14.20
 TOTAL STREAM AREA(ACRES) =      14.20
 PEAK FLOW RATE(CFS) AT CONFLUENCE =      15.80

 ** CONFLUENCE DATA **
  STREAM       Q      Tc   Intensity   Fp(Fm)     Ap      Ae     HEADWATER
  NUMBER     (CFS)  (MIN.) (INCH/HR) (INCH/HR)          (ACRES)    NODE
     1       20.88   21.04    1.500  0.97( 0.48) 0.49      21.0    1000.00
     2       15.80   16.69    1.724  0.97( 0.49) 0.50      14.2    1008.00

 RAINFALL INTENSITY AND TIME OF CONCENTRATION RATIO
 CONFLUENCE FORMULA USED FOR  2 STREAMS.

 ** PEAK FLOW RATE TABLE **
  STREAM       Q      Tc   Intensity   Fp(Fm)     Ap      Ae     HEADWATER
  NUMBER     (CFS)  (MIN.) (INCH/HR) (INCH/HR)          (ACRES)    NODE
     1       36.00   16.69    1.724  0.97( 0.48) 0.50      30.9    1008.00
     2       33.82   21.04    1.500  0.98( 0.48) 0.50      35.2    1000.00

 COMPUTED CONFLUENCE ESTIMATES ARE AS FOLLOWS:
 PEAK FLOW RATE(CFS) =      36.00    Tc(MIN.) =    16.69
 EFFECTIVE AREA(ACRES) =      30.85   AREA-AVERAGED Fm(INCH/HR) =  0.48
 AREA-AVERAGED Fp(INCH/HR) =  0.97  AREA-AVERAGED Ap =  0.50
 TOTAL AREA(ACRES) =       35.2
 LONGEST FLOWPATH FROM NODE   1000.00 TO NODE   1006.00 =    2940.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE   1006.00 TO NODE   1012.00 IS CODE =  31
----------------------------------------------------------------------------
 >>>>>COMPUTE PIPE-FLOW TRAVEL TIME THRU SUBAREA<<<<<
 >>>>>USING COMPUTER-ESTIMATED PIPESIZE (NON-PRESSURE FLOW)<<<<<
============================================================================
 ELEVATION DATA: UPSTREAM(FEET) =   730.00  DOWNSTREAM(FEET) =   726.00
 FLOW LENGTH(FEET) =    44.00   MANNING'S N =  0.013
 DEPTH OF FLOW IN  21.0 INCH PIPE IS  14.1 INCHES
 PIPE-FLOW VELOCITY(FEET/SEC.) =  20.91
 ESTIMATED PIPE DIAMETER(INCH) =  21.00    NUMBER OF PIPES =   1
 PIPE-FLOW(CFS) =      36.00
 PIPE TRAVEL TIME(MIN.) =   0.04    Tc(MIN.) =   16.72
 LONGEST FLOWPATH FROM NODE   1000.00 TO NODE   1012.00 =    2984.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE   1012.00 TO NODE   1012.00 IS CODE =  81
----------------------------------------------------------------------------
 >>>>>ADDITION OF SUBAREA TO MAINLINE PEAK FLOW<<<<<
============================================================================
 MAINLINE Tc(MIN.) =   16.72
 *  10 YEAR RAINFALL INTENSITY(INCH/HR) =  1.722
 SUBAREA LOSS RATE DATA(AMC  II):
  DEVELOPMENT TYPE/      SCS SOIL   AREA      Fp         Ap      SCS
      LAND USE            GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
 COMMERCIAL                 A        1.87      0.98      0.100    32
 PUBLIC PARK                A        2.10      0.98      0.850    32
```

Subarea F

```
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  0.98
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.497
 SUBAREA AREA(ACRES) =     3.97      SUBAREA RUNOFF(CFS) =     4.42
 EFFECTIVE AREA(ACRES) =     34.82   AREA-AVERAGED Fm(INCH/HR) =  0.48
 AREA-AVERAGED Fp(INCH/HR) =  0.97  AREA-AVERAGED Ap =  0.50
 TOTAL AREA(ACRES) =       39.2       PEAK FLOW RATE(CFS) =      38.79
============================================================================
 END OF STUDY SUMMARY:
 TOTAL AREA(ACRES)     =       39.2  TC(MIN.) =     16.72
 EFFECTIVE AREA(ACRES) =     34.82  AREA-AVERAGED Fm(INCH/HR)=  0.48
 AREA-AVERAGED Fp(INCH/HR) =  0.97  AREA-AVERAGED Ap = 0.497
 PEAK FLOW RATE(CFS)   =      38.79

 ** PEAK FLOW RATE TABLE **
  STREAM       Q      Tc   Intensity   Fp(Fm)     Ap      Ae     HEADWATER
  NUMBER     (CFS)  (MIN.) (INCH/HR) (INCH/HR)          (ACRES)    NODE
     1       38.79   16.72    1.722  0.97( 0.48) 0.50      34.8    1008.00
     2       35.77   21.08    1.499  0.98( 0.48) 0.50      39.2    1000.00
============================================================================
============================================================================
 END OF RATIONAL METHOD ANALYSIS
```

Appendix B2. ORSC Preliminary Water Quality Management Plan

Appendix

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CITY OF ONTARIO

Engineering Department

Preliminary Water Quality Management Plan (PWQMP)

For compliance with Santa Ana Regional Water Quality Control Board
Order Number R8-2010-0036 (NPDES Permit No. CAS618036)

Project Name:	Ontario Regional Sports Complex
Ontario Project #:	
Applicant Name:	City of Ontario
Applicant Address:	303 East B Street
Project Address:	
Project Size (acres):	199 acres
Project Description:	City of Ontario Regional Sports Complex

Submittal Date: 3/20/24

Preliminary Water Quality Management Plan (PWQMP)

1. Introduction

The Preliminary Water Quality Management Plan (PWQMP) is a planning tool to improve integration of required water quality elements, stormwater management, water conservation, rainwater harvesting and re-use, and flood management in land use planning and the City's development process. The Preliminary WQMP will assist project applicants and planners in properly designing and laying out project sites so that water quality may be incorporated in the most effective manner and at the lowest cost for the developer.

The San Bernardino County Municipal Separate Storm Sewer System Permit (MS4 Permit) requires project-specific Water Quality Management plans (WQMP) to be prepared for all priority new development and significant redevelopment projects listed in Section 2 of this document. The MS4 Permit stipulates that the City of Ontario require priority project applicants to submit a Preliminary project-specific WQMP, as early as possible, during the environmental review or planning phase of a development project and that the Preliminary WQMP be approved prior to the issuance of land use entitlement.

2. Priority Projects (requiring a Preliminary WQMP)

Land Use entitlement shall not be issued for any of the listed projects, below, until a Preliminary WQMP has been approved by the City's Engineering Department. For construction projects not going through entitlement, a Preliminary and Final project specific WQMP shall be approved, prior to the issuance of construction permits:

Check the appropriate project category below, for this project:

Check below	**Project Categories**
	1. All significant re-development projects. Significant re-development is defined as the addition or replacement of 5,000 or more square feet of impervious surface on an already developed site subject to discretionary approval of the Permittee. Redevelopment does not include routine maintenance activities that are conducted to maintain original line and grade, hydraulic capacity, original purpose of the facility, or emergency redevelopment activity required to protect public health and safety. Where redevelopment results in an increase of less than fifty percent of the impervious surfaces of a previously existing developed site, and the existing development was not subject to WQMP requirements, the numeric sizing criteria discussed below applies only to the addition or replacement, and not to the entire developed site. Where redevelopment results in an increase of fifty percent or more of the impervious surfaces of a previously existing developed site, the numeric sizing criteria applies to the entire development (new and existing).
✔	2. New development projects that create 10,000 square feet or more of impervious surface (collectively over the entire project site) including commercial, industrial, residential housing subdivisions (i.e., detached single family home subdivisions, multi-family attached subdivisions or townhomes, condominiums, apartments, etc.), mixed-use, and public projects. This category includes development projects on public and private land, which fall under the planning and building authority of the permitting agency.

Check below	Project Categories
	3. Automotive repair shops (with SIC codes 5013, 5014, 5541, 7532- 7534, 7536-7539).
	4. Restaurants and Food Service Establishments where the land area of development is 5,000 square feet or more.
	5. Developments of 2,500 square feet of impervious surface or more adjacent to (within 200 feet) or discharging directly into environmentally sensitive areas (ESA's) such as areas designated in the Ocean Plan as areas of special biological significance or waterbodies listed on the CWA Section 303(d) list of impaired waters.
	6. Parking lots of 5,000 square feet or more exposed to storm water. Parking lot is defined as land area or facility for the temporary storage of motor vehicles.
	7. Retail Gasoline Outlets (RGOs) that are either 5,000 sq ft or more or have a projected average daily traffic of 100 or more vehicles per day.
	8. *This project is not covered under any of the categories listed above.

* If the development is not covered under any of the project categories listed in Section 2, the project is not required to design and install Site Design/LID BMPs or Treatment Control BMPs to treat the design storm event (Design Capture Volume) described in Section 4.

3. Preliminary WQMP Objectives

Through a combination of Site Design/LID BMPs (where feasible), Source Control, and/or Treatment Control BMPs, project-specific WQMPs shall address all identified pollutants and hydrologic conditions of concern from new development and significant re-development projects for the categories of projects (priority projects) listed in Section 2. Under each type of BMP, listed below, please indicate which BMPs are planned to be implemented and included in the Final WQMP for the project:

A. Site Design/LID (Low Impact Design) for Reducing Stormwater Runoff:

The MS4 Permit requires each priority development project to infiltrate, harvest and use, evapotranspire, or bio-treat the runoff from a 2-yr, 24-hour storm event (Design Capture Volume). If site conditions do not permit infiltration, harvest and use, evapotranspiration, and/or bio-treatment of the entire Design Capture Volume, at the project site, Site Design/LID techniques are required to be implemented to the Maximum Extent Practicable, at the project site, and the remainder of the DCV shall be infiltrated, harvested, bio-treated or treated by alternative measures. Project applicants shall submit a Preliminary WQMP that documents the LID/Site Design BMPs, proposed for the project. Please indicate, in the table below, which Site Design/LID BMPs will be utilized on this project to accomplish this requirement:

Site Design/LID Practice	Planned	Not Planned
Provide at least the minimum effective area required for LID BMPs, to comply with the WQMP (see Table 3-1 below).	✔	
Grade parking lot areas/drive aisles/roof drains to sheet flow runoff into landscaped swales, via curb cuts or zero-face curbs or otherwise disconnect direct drainage from MS4.	✔	
Design landscaped areas as swales and grade to accept runoff from building roofs, parking lots and project roadways.	✔	
Install surface retention basins or infiltration trenches to receive impervious area runoff.	✔	
Install pervious pavement in parking stalls, alleys, driveways, gutters, walkways, trails or patios.		✔
Install underground stormwater retention chambers where downstream landscaped areas are limited.		✔
Install approved Stormwater Drywells in detention areas.		✔
Construct streets, sidewalks, and parking lot stalls to the minimum widths necessary.	✔	
Install on-site Biotreatment basins/trenches with underdrains, where soil type is poorly draining.		✔
Install “Engineered Soil” to increase uptake/soil storage capacity and/or evapotranspiration.		✔
Install Rainwater Harvesting/Use Equipment.		✔
Regional LID BMP facilities are installed, off-site, with the capacity and conveyances to accept post-development storm water runoff from this project and reserved capacity allocation credits have been assigned to the project, in a Certificate or other legally binding document, attached herein	✔	

Table 3-1 Minimum Effective Area[1] Required for LID BMPs (surface + subsurface facilities) for Project WQMP to Demonstrate Infeasibility[2] (% of site)

Project Type	New Development	Re-Development
SF/MF Residential < 7 du/ac	10%	5%
SF/MF Residential < 7 - 18 du/ac	7%	3.5%
SF/MF Residential > 18 du/ac	5%	2.5%
Mixed Use, Commercial/Industrial w/FAR< 1.0	10%	5%
Mixed Use, Commercial/Industrial w/FAR 1.0-2.0	7%	3.5%
Mixed Use, Commercial/Industrial w/FAR> 2.0	5%	2.5%
Podium (parking under > 75% of project)	3%	1.5%
Zoning allowing development to property lines	2%	1%
Transit Oriented Development[3]	5%	2.5%
Parking	5%	2.5%

[1] "Effective area" is defined as land area which 1) is suitable for a retention/infiltration BMP (based on infeasibility criteria) and 2) is located down-gradient from building roof or paved areas, so that it may receive gravity flow runoff.
[2] Criteria only required if the project WQMP seeks to demonstrate that the full DCV cannot be feasibly managed on-site.
[3] Transit oriented development is defined as a project with development center within one half mile of a mass transit center.
Key: du/ac = dwelling units/acre, FAR = Floor Area Ratio = ratio of gross floor area of building to gross lot area, MF = Multi Family, SF = Single Family

B. Source Control BMPs – The following BMPs are designed to control stormwater pollutants and runoff water at the location where it is generated. Please indicate which of the listed BMPs are planned to be implemented for the project:

Source Control BMPs	Planned	Not Planned
Minimize non-stormwater site runoff through efficient irrigation system design and controllers.		
Minimize trash and debris in storm runoff through a regular parking lot, storage yard and roadway sweeping program.	✔	
Provide proper covers/roofs and secondary containment for outside material storage & work areas.		✔
Provide solid roofs over all trash enclosures.		
Site Owner(s)/Property Manager/HOA or POA will be familiar with the project WQMP and stormwater BMPs.	✔	
Owner or HOA or POA to provide Education/Training of site occupants and employees on stormwater BMPs.	✔	
Install stormwater placards/stenciled messages with a "No Dumping" message on all on-site/off-site storm drain inlets.	✔	
Provide contained equipment/vehicle wash rack areas that discharge to sanitary sewer.		

To be coordinated with on-site team and addressed at next submittal.

C. Treatment Control BMPs – The following BMPs are designed to control stormwater pollutants where it is not feasible to install on-site or off-site Site Design/LID BMPs, with the requisite capacity to treat the Design Capture Volume for identified Pollutants of Concern or where pretreatment of stormwater runoff is required, ahead of infiltration BMPs. Please indicate which of the listed BMPs are planned to be implemented for the project:

Treatment Control BMP	Planned	Not Planned
Gravity Separator devices for pretreatment of sediment, trash/litter or Oil & Grease	✔	
Proprietary Biofiltration vaults/devices		✔
Media Cartridge Filtration Vaults		✔
Proprietary Filter Inserts for on-site storm drain inlets or retention basin/trench overflow drains		

Filter inserts may be a consideration for catch basins along the roadways and on-site, to be evaluated.

4. Volume-based calculation (approximate) for sizing on-site or off-site Stormwater Retention/Infiltration, Harvest & Re-Use or Biotreatment facilities

1) After calculating the "Watershed Imperviousness Ratio", i, which is equal to the percent of impervious area in each Drainage Management Area, divided by 100, calculate the composite runoff coefficient C_{BMP} for the Drainage Area above using the following equation:

$$\mathbf{C_{BMP} = 0.858i^3 - 0.78i^2 + 0.774i + 0.04}$$

where: $\mathbf{C_{BMP}}$ = composite runoff coefficient; and,

i = watershed imperviousness ratio.

3) Determine the area-averaged "6-hour Mean Storm Rainfall", P_6, for the Drainage Area. This is calculated by multiplying the area averaged 2-year 1-hour value (0.5"-0.6") by the appropriate regression coefficient (1.4807). The 2-yr, 1-hr value for southern Ontario is approximately to 0.5" (P_6 = 0.5*1.4807 = 0.74 and northern Ontario is approximately 0.6" in/hr (P_6 = 0.6*1.4807 = 0.89).

4) Determine the appropriate drawdown time. Use the regression constant a = 1.582 for 24 hours and a = 1.963 for 48 hours. *Note: Regression constants are provided for both 24 hour and 48-hour drawdown times; however, 48-hour drawdown times should be used in most areas of California. Drawdown times in excess of 48 hours should be used with caution as vector breeding can be a problem after water has stood in excess of 72 hours. (Use of the 24-hour drawdown time should be limited to drainage areas with coarse soils (Class 'A' soils that readily drain.)*

5) Calculate the "Maximized Detention Volume", P_0, using the following equation:

$$\mathbf{P_0 = a \cdot C_{BMP} \cdot P_6}$$

where: $\mathbf{P_0}$ = Maximized Detention Volume, in inches

a = 1.582 for 24 hour and a = 1.963 for 48-hour drawdown,

$\mathbf{C_{BMP}}$ = composite runoff coefficient; and,

$\mathbf{P_6}$ = 6-hour Mean Storm Rainfall, in inches

6) Calculate the "Target Capture Volume", V_0, using the following equation:

$$\mathbf{V_0 = (P_0 \cdot A) / 12}$$

where: $\mathbf{V_0}$ = Target Capture Volume, in acre-feet

$\mathbf{P_0}$ = Maximized Detention Volume, in inches; and,

A = BMP Drainage Area, in acres

Project Volume-based calculation (approximate) for planned on-site or off-site Stormwater Retention/Infiltration, Harvest & Re-Use or Biotreatment facilities:

Variable	Factor/Formula	DA1, DMA A	DA1 DMA B	DA2 DMA A	DA2 DMA B
Impervious surface/total surface, ratio	(i)				
C_{BMP}= runoff coefficient	$0.858i^3 - 0.78i^2 + 0.774i + 0.04$				
P_6	**P_6 = 2-yr,1-hr depth*1.4807 =				
Detention Volume (acre inches)	$P_0 = a * C_{BMP} * P_6$ =				
Drawdown rate of basin/trench (a)	1.963 for 48-hr drawdown =				
Project Total Area (acre)	(A)				
Design Capture Volume in cu. ft.	$V_0 = [(P_0 * A)/12] *43560$ =				
Retention Volume provided in cubic feet.	Retention capacity of basins, trenches, underground storage or biotreatment basin				

**For P_6 value, use site coordinates and NOAA website to determine project's average 2-yr, 1-hr rainfall depth, at: http://hdsc.nws.noaa.gov/hdsc/pfds/sa/sca_pfds.html .

5. Flow-Based calculation (approximate) for sizing on-site or off-site Biotreatment facilities and proprietary treatment technology BMPs:

1) After calculating the "Watershed Imperviousness Ratio", i, which is equal to the percent of impervious area in each Drainage Management Area divided by 100, calculate the composite runoff coefficient C_{BMP} for the Drainage Area above using the following equation:

$$\mathbf{C_{BMP} = 0.858i^3 - 0.78i^2 + 0.774i + 0.04}$$

where: $\mathbf{C_{BMP}}$ = composite runoff coefficient; and,

i = watershed imperviousness ratio.

2) Determine BMP design rainfall intensity, **I_{BMP}**, using the project site geo-coordinates and the NOAA website to determine project's average 2-yr, 1-hr rainfall intensity, at: http://hdsc.nws.noaa.gov/hdsc/pfds/sa/sca_pfds.html .Multiply this value by 0.2787 (regression coefficient for Ontario) and a minimum safety factor of 2.

4) Calculate the target BMP flowrate, Q, using the following formula (for each DMA <50 acres*):

$$Q = C_{BMP} \cdot I_{BMP} \cdot A$$

Where: **Q** = flow in cfs (Cubic feet per second)
I_{BMP} = BMP design rainfall intensity, in/hr
A = Drainage Area in acres

*For DMAs >50 acres, with C_{BMP} <0.5, the project applicant shall use the unit hydrograph method specified in the San Bernardino County Hydrology Manual, using the design storm pattern with rainfall return frequency such that the peak 1-hr rainfall intensity equals the 85th percentile 1-hr rainfall, multiplied by 2.

Project Flow-based calculation (approximate) for planned on-site or off-site flow-based Biotreatment facilities or Stormwater Treatment BMPs:

Variable	Factor/Formula	DA1 DMA A	DA1 DMA B	DA2 DMA A	DA2 DMA B
Impervious surface/ total surface, ratio	(i)				
C_{BMP}= composite runoff coefficient	$0.858i^3 + 0.78i^2 + 0.774i + 0.04$				
I_{BMP}	I_{BMP} = 2-yr,1-hr storm intensity*0.2787*safety factor				
Drainage area (ac)	A = DMA sq ft/43,560				
Target BMP flowrate	Q = C_{BPM}* I_{BMP} * A				

6. Hydrologic Conditions of Concern (HCOC) and use of the on-line San Bernardino County HCOC Map for determining necessary mitigation steps necessary if there are HCOCs downstream of a project:

Project applicants may access the on-line HCOC Map at: http://permitrack.sbcounty.gov/WAP/. The map will indicate any hydrology concerns with downstream waterways that are hydraulically connected to the project and will indicate if there are any approved regional projects downstream that could be utilized for off-site mitigation of HCOCs. Please indicate here if the project will or will not be able to retain/infilter, harvest and use or biotreat and detain the DCV, on-site, as calculated in Section 4 and if there are HCOCs identified downstream of the project:

Retain or Harvest/Use the DCV on site?	Yes		No	
Biotreat the DCV but not infilter the runoff?	Yes		No	
HCOCs identified downstream of site?	Yes		No	

If the entire DCV will not be retained on site, the DCV is biotreated but not infiltered or additional detention capacity is needed to address identified HCOCs, downstream of the site, please list here, what additional mitigation measures will be utilized (on-site or off-site) to address HCOCs (see Section 4.2.1-4.2.3 of the SB County WQMP Technical Guidance):

7. Site Plan and Conceptual Grading/Drainage Plan requirements for submission with the Preliminary WQMP:

Provide a Site Plan and Conceptual Grading/Drainage Plan along with this Preliminary WQMP, which conceptually shows the proposed locations of buildings, homes, parking lots, parks, new paved roadways, landscaped areas, drainage patterns and drainage sub-areas, methods of conveyance, proposed retention/infiltration, harvest & use or biotreatment facilities that are planned for installation. Where it is determined to be infeasible to capture and detain design storm runoff volumes, on-site, please include other design features, as described in Section 3, above. Include numbered or lettered notes on the Site Plan with a legend detailing other BMPs, as described in Section 3.

8. BMP Maintenance and Funding Mechanism & Description:

City of Ontario

9. Acknowledgment:

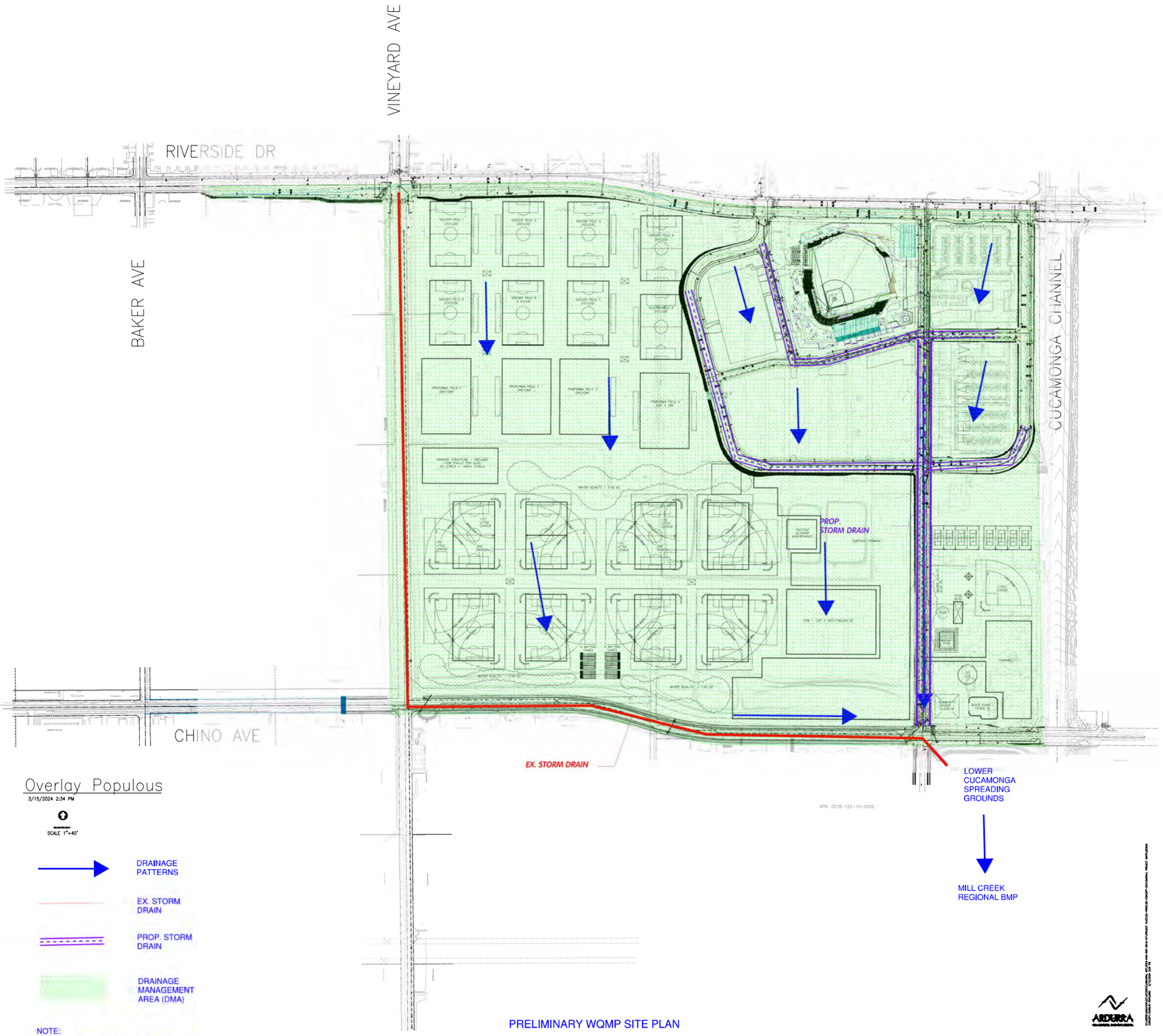
As the property owner or developer, I understand that this project is required to install and implement permanent LID Storm Water Best Management Practices pursuant to the requirements of the San Bernardino County MS4 Permit and to document those BMPs in the submittal of a Water Quality Management Plan, which is binding on any current or successive owners of this property.

Yes		No	

10. Exemption Signature:

As the property owner or developer, I understand that this project is not required by the San Bernardino County MS4 Permit to install and implement permanent LID Storm Water Best Management Practices and will not be required to submit a Water Quality Management Plan.

Signature of Owner or Developer Date



Overlay Populous

3/15/2024 2:34 PM

SCALE: 1"=40'

DRAINAGE PATTERNS

EX. STORM DRAIN

PROP. STORM DRAIN

DRAINAGE MANAGEMENT AREA (DMA)

NOTE:

DESIGN CAPTURE VOLUME OF THE DMA HAS BEEN ACCOUNTED FOR IN THE MILL CREEK REGIONAL BMP CAPACITY.

PRELIMINARY WQMP SITE PLAN

Appendix B3. ORSC Drainage Memorandum

Appendix

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Ontario Regional Sports Complex

Drainage Memorandum-90%

Prepared by

MAY 2024

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A.2 – 10-YEAR HYDROLOGY MODEL C
A.3 – 25-YEAR HYDROLOGY MODEL ..... D
A.4 – 100-YEAR HYDROLOGY MODEL ..... E
A.5 – PROJECT ONSITE HYDROLOGY MODEL ..... F
A.6 – MASTERPLAN ONSITE HYDROLOGY MODEL ..... G
APPENDIX B - HYDRAULICS ..... H
B.1 – WSPG MODEL I

B.2 – STREET CAPACITY CALCULATIONS ..... J
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0.0 EXECUTIVE SUMMARY

The Ontario Regional Sports Complex Project (Project) is being implemented by the City of Ontario (City) and proposes the development of approximately 205 acres of what is currently comprised of agricultural and vacant property. The Project will feature a regional sports complex to accommodate a Minor League baseball stadium, restaurants and entertainment, and a variety of amenities for the community to enjoy. The Project is located south of East Riverside Drive across from Whispering Lakes Golf Course, on property referred to as the Armstrong Ranch, which has been acquired by the City.

The development will necessitate a series of new storm drains, catch basins, and manholes. The new system will range from 24-inch reinforced concrete pipe (RCP) to 54-inch RCP and will generally span along Hellman Avenue beginning at C Street and outlet into the existing Riverside Drive Storm Drain at the intersection of Hellman Avenue and Chino Avenue. Several other catch basins will be proposed along Riverside Drive, Vineyard Avenue, and Chino Avenue and will connect to the existing Riverside Drive Storm Drain at various locations. In total, the Project proposes 46 catch basins and 7,656 linear feet of storm drain.

In addition to storm drain improvements, the Project proposes the widening and rehabilitation of Riverside Drive, Chino Avenue, and Hellman Avenue as well as the construction of Vineyard Avenue.

The Project will be completed in two phases with improvements to the northeast corner of the site, Riverside Drive, and Hellman Avenue completed as part of Phase I. Improvements to the remainder of the site, Vineyard Avenue, and Chino Avenue will be completed as part of Phase II. The Project also includes HMC Community Center and Gymnasium just north of Chino Avenue and Hellman Avenue.

1.0 PURPOSE

The following report provides the drainage analysis necessary to size the proposed drainage facilities and confirm adequate flood capacity for the improved streets for Phase I and II. It implements the hydrologic findings presented in the City's 2012 Drainage Master Plan. The secondary purpose of the report is to evaluate any adverse impact to the existing Riverside Dr Storm Drain 2. This report includes on-site hydrology analyses based on grading and drainage plans produced by the on-site civil consultant. Off-site hydrology related to the public right-of-way will be detailed in Section 3.

2.0 BACKGROUND

The site is comprised of 205 acres of agricultural and vacant property. The site is bounded by the Whispering Lakes Golf Course, a residential tract, and a retail plaza to the north; agricultural land and an RV park to the west; agricultural land to the south, and the Cucamonga Channel to the east. Once developed, the site will include recreational and commercial land uses. The site is within a sub-watershed encompassing 910 acres of land which drains into the Lower Cucamonga Spreading Grounds and ultimately into the Cucamonga Channel.

3.0 HYDROLOGY

3.1 Existing Conditions

Off-site hydrology was obtained from the Master Plan. Results presented in the Master Plan were obtained using the Advanced Engineering Software (AES) hydrology program, which is based on the procedures and standards set forth in the San Bernardino County Hydrology Manual, 1986 Revision (Hydrology Manual). Additionally, Rational method calculations were performed to find 10-, 25- and 100-year flow and volume outflow from each existing and proposed drainage area. However, the AES software method was the dominant method, and the Rational calculations were used as a back check.

Six nodes of interest in the Master Plan are: 324, 345, 346, 354, 364 and 347. Node 324 is the outlet for 151.5 acres of land that comprises the golf course and outlets to Riverside Drive. These flows continue along Riverside Drive and discharge into the Riverside Drive Lateral Storm Drain via a series of catch basins.

Flows continue onto Node 345 where they converge with 227.3 acres of residential and commercial area. Immediately downstream, these flows converge with flows from Node 354 and 364 which are generated by 274 acres of residential area. Flows from these 652.8 acres of land enter the Riverside Drive Storm Drain at various points along its alignment and continue to the Lower Cucamonga Spreading Grounds.

Node 346 is the outlet for 80.4 acres of agricultural land and an RV park. Of these 80.4 acres, approximately 15 acres are part of the Project site. The flows are conveyed as surface flows to the outlet. These flows continue along Chino Avenue before converging with 147.1 acres of undeveloped, previously agricultural land at Node 347. These 147.1 acres are also part of the Project site. The combined 227.5 acres discharge into the Lower Cucamonga Spreading Grounds as surface flows.

A small subarea of 29.7 acres comprises the remainder of the Project site, flowing directing into the Lower Cucamonga Spreading Grounds as surface flows. Note that the Master Plan did not identify a node for this subarea, and as such, the subarea identifier F will be utilized for the purpose of this analysis.

Figure 1 below demonstrates the above subareas and their outlet nodes.

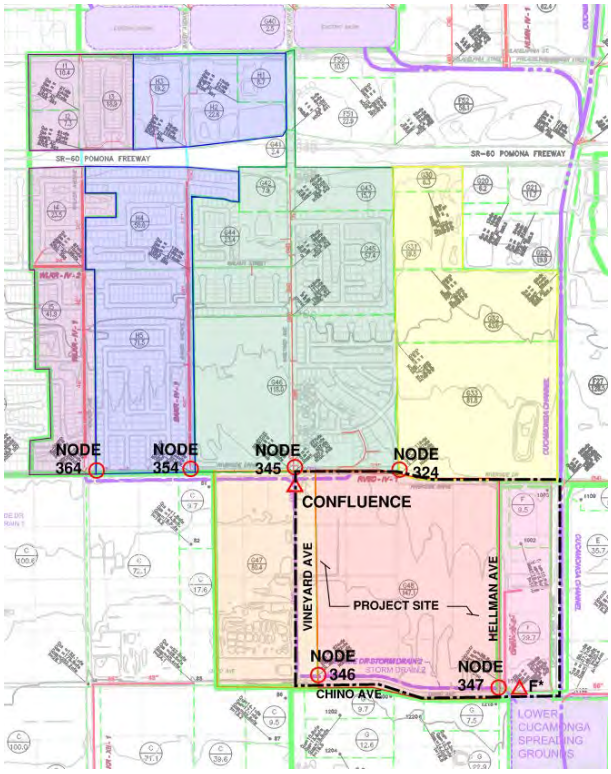

Figure 1. Drainage Subareas and Outlets

Peak flow rates for the 10-, 25-, and 100-year storm events for the 910-acre watershed were obtained for the above nodes and are summarized in cubic-feet-per-second (cfs) in **Table 3-1** below.

Table 3-1: Peak Flow Rates of Sub-Watershed

Node	Area	Q10	Q25	Q100
	ac	cfs	cfs	cfs
324	151.5	119	157	230
345	378.8	396	489	666
346	733.2	674	882	1,191
347	880.3	753	971	1,294
F*	29.7	38.8	48.6	66.8

3.2 Proposed Conditions

Proposed onsite hydrology was modeled using the Rational Method Hydrology program for San Bernardino County (RSBC) by CivilDesign© Corporation, which also uses all the procedures and standards from the San Bernardino County Hydrology Manual. Rainfall intensity and precipitation depth data were obtained from NOAA Atlas 14, Volume 6, Version 2 Point Precipitation Frequency Estimates, per the San Bernardino County Hydrology Manual Addendum (dated April 2010). The upper bounds of the rainfall intensity range in the 10-year, 60-minute, and 100-year, 60-minute rainfall event were input into the RSBC program to create an IDF curve used in all subsequent hydrology calculations. Drainage management areas (DMAs) were determined using obtained survey data, proposed site/civil/roadway design, and proposed storm drain infrastructure placement. Weighted C values were calculated by the RSBC program based on the proposed land use of each DMA provided. The land use criteria used in the model were as follows: the western portion of the site was considered as “Park,” and the eastern portion of the site was considered “Commercial.”

Onsite DMAs were given identification letters (A, B, C, D, E, F, G, H, I, R) based on the type of proposed land use. They were then further subdivided based on proposed grades and outflow locations. Refer to **Drainage Exhibit D1 in Appendix A** for a full onsite map of all DMAs.

A summary of all proposed DMAs and their land uses is listed in **Table 3-2** below:

Table 3-2: Summary of Proposed Drainage Management Areas & Land Use

DMA ID	DESCRIPTION
A	General parking lot for site accessible from Hellman; includes free open space
B	Whole western portion of the site; includes 10 soccer fields, 8 baseball fields, and an associate parking lot
C	Minor League baseball stadium
D	Proposed parking structure for Minor League baseball stadium
E	Proposed parking lot for Minor League baseball stadium
F	Proposed hotel and its associated parking lot
G	Proposed retail area and its associated parking lot
H	Proposed gymnasium and its associated parking lot
I	HMC Community Center amenities
R	Existing and proposed onsite roadways

The hydrology model follows two major streams, starting with Node 1.000 and Node 2.000, respectively. Node 1.000 begins the major stream in the hydrology model that follows the existing storm drain pipe, starting from the intersection of Riverside Drive and Vineyard Avenue and ultimately out-falling into the Cucamonga Spreading Grounds to the southeast. In this major stream, catch basins capture roadway runoff along parts of Riverside Drive, Vineyard Avenue, and Chino Avenue as the model travels downstream. In addition, it includes onsite flows from the proposed soccer fields, baseball fields, and associated parking lot proposed in Phase II as

minor confluences. Runoff generated from the 42.5 acres of B2, B3, and B4 converge with the first main stream at Node 1.003. Further downstream, the flows from 22 acres and 23.8 acres of baseball fields converge into the main stream at Nodes 1.006 and 1.007, respectively. At Node 1.008, main stream 1 converges with main stream 2, before out-falling into the Spreading Grounds.

Node 2.000 begins at the intersection of Riverside Drive and Hellman Avenue and continues south until the confluence with main stream 1. At Node 2.001, two minor streams converge into the main stream that include areas from the proposed Minor League baseball stadium (DMA C), hotel (DMA F), and parking structure (DMA D). In total, runoff from 17.34 acres join main stream 2 at this junction. Node 2.002 picks the remaining flows upstream from the stadium parking lot (DMA E) and the retail area (DMA G), totaling 23.80 acres. From there, Node 2.003 converges with runoff from DMA A (totaling 14.90 acres) and continues further downstream until the confluence with main stream 1.

A total of 205 acres of surface flows contribute to the overall proposed hydrology model for the study area. Taking into account times of concentration and weighted runoff coefficients, the onsite peak flow generated at the ultimate out fall in the 100-year, 60-minute rainfall event is 367.86 cfs, while the existing condition flow 207 cfs. The existing condition flows discharging from the Riverside Storm drain 2 is 1505 cfs and the proposed condition outfall flows are 1540 cfs. All calculations related to the hydrology model can be found in **Appendix A**.

3.3 Comparison of the Proposed Conditions with the Masterplan Hydrology

The section compares the flows generated from the Proposed project site with the Masterplan flows for the 100-year storm. The Masterplan hydrology assumed the site to be developed mainly as residential (5 to 7 dwelling units per acre) with a small percentage as commercial. The project site is slightly larger than the original masterplan drainage area (G48) at Node 347. The project site comprises of the Masterplan Area G48 and some percentage of G47. The

Masterplan drainage area for G48 was 147.1 acres while the proposed project site has a gross area of 205.6 acres. The additional area is a portion of G47. However, for the purpose of this comparison, the modeling was performed for the same size of drainage area using the same model parameters in the Masterplan Hydrology. The proposed project site comprises of two phases, Phase 1 that is for the Ontario Regional Sports Complex and Phase 2 that comprises of soccer and baseball fields with a relatively smaller area for commercial. The drainage area is shown in Appendix A, Exhibit D6. The hydrology was modeled using the Rational Method Hydrology program for San Bernardino County (RSBC) by CivilDesign© Corporation, which also uses all the procedures.

Table 3-3: Comparison of Flows From Project Site and the Masterplan Flows for 100-Year

Watershed Condition	Drainage Area (ac)	Predominant Landuse Type	Average Pervious Area Fraction	100-Year Peak Flow (cfs)
Proposed	205.7	Sport Fields	0.654	204.8
Masterplan	205.7	Residential (5-7 Units per Acre)	0.500	212.5

This concludes that the proposed development does not increase the 100-Year flows when compared to the Masterplan flows. Therefore, the project will not have adverse impact on the existing Masterplan Drainage Infrastructure. The output for the hydrology models are given in Appendix A.

4.0 HYDRAULICS

The hydrology described in Section 3 above will be utilized for the sizing of proposed Project elements which include: catch basins, laterals, storm drain main lines, and street sections. All

catch basins will be sized to capture a 10-year storm event, while the pipe Elements will be sized to adequately convey flows for the 10-, 25-, and/or 100-year storm events per City standards.

4.1 Storm Drain System Model

The existing storm drain system consists of storm drain pipe (72-inch diameter) along the Riverside Drive, which then continues south along Vineyard Avenue (120-inch diameter), that increases to 144-inch diameter along the Chino Avenue. After which the system outfalls into the Cucamonga Spreading Grounds and ultimately into the Cucamonga Channel. A copy of the As-built plan of the existing storm drain is shown in **Appendix D**.

In the proposed condition, new pipe networks will be added to the existing storm drain at the Hellman Avenue and at 3 other locations along the Chino Avenue and the Vineyard Avenue.

Existing and proposed models of the study area storm drain were modeled using the WSPG program. The existing network was built based on the as-built drawing of the current storm drain system. The flow at the ultimate outlet node was shown to be 1505 cfs.

Similarly, the proposed condition network model was created using the latest storm drain design and 100-year flow calculations for each catch basin. The model ran several different scenarios until appropriate pipe diameters were found and the simulation showed sufficient storm drain capacity. Results (**Appendix B**) show that the hydraulic grade line is below the ground elevation throughout the entire network and matched elevations shown on the As-built plans.

The flow at the ultimate outfall node was calculated to be 1543 cfs, which follows the hydrology calculations from the above section.

4.2 Catch Basins

All proposed catch basins were sized by the following criteria:

- Completely capture the 10-year flow, with no bypass
- 25-year storm event flow will be captured between the curb and the crown
- 100-year storm is contained within the right-of-way
- Curb opening catch basins per City of Ontario Design Details

All proposed catch basins were sized to capture 10-year flow using the Hydra Flow AutoCad tool and are shown in **Appendix B**.

All catch basins are of "Curb Opening" type and lengths of 7 feet. Longitudinal slopes for the road and identification as an "Inlet on grade" or "Inlet in sag" were obtained from the survey data. All curb heights were modeled as 6", as specified in the roadway plans. Remaining street section parameters were idealized as follows: 2-percent pavement cross-slope, 2-foot gutter width, 8.3-percent gutter cross-slope, and 0.013 Manning's Roughness coefficient.

4.2.1 Interior Streets

Catch basins located along interior streets of the Project site which include A Street, B Street, and C Street, were assessed using the flow rates calculated. (See **Appendix B**)

4.3 Laterals

Several laterals are proposed to convey flows from proposed catch basins to existing and proposed storm drain main lines. 8 Additional catch basins and lateral pipes are proposed for the Vineyard Avenue, while 6 additional catch basins and pipe laterals are proposed for the Chino Avenue. These improvements will **improve** the street capacity of the mentioned streets by conveying more water into the storm drain.

4.4 Main Line

A storm drain main line is proposed along Hellman Avenue to convey flows from the Project site into the existing Riverside Drive Storm Drain. The line ranges from 24-inch RCP on the

upstream end to 54-inch RCP at the downstream end. The slope of the line generally matches the grade of the proposed street. The line has 4 major branches at A Street and C Street.

4.5 Street Capacity

Street Capacity at location in the proximity of each proposed catch basin was evaluated using the cross-section data and a 10-, 25- and 100-year flow at the location. Hydra Flow AutoCad program was used to find the water depth and the spread at each location and the results are shown in Appendix B.

The analysis showed that all streets are able to maintain the 10-year flows below the curb, 25-year flows stay below the crown and 100-year flows are contained within the right-of -way.

5.0 SUMMARY

The Ontario Regional Sports Complex Project is being implemented by the City of Ontario and proposed the development of approximately 205-acre site. The Project will feature storm drain and street improvements to accommodate storm runoff from the new development. Per this drainage study, the proposed catch basins and laterals will be adequately sized to convey the 10-year storm event and the Storm Drain main line and major laterals will be adequately sized to convey the 100-year storm event. The hydraulic grade line of the Riverside Storm Drain 2 will not be adversely impacted by the proposed development.

APPENDIX A - HYDROLOGY

A.1 – HYDROLOGY EXHIBITS

RIVERSIDE DR

VINEYARD AVE

A ST

B ST

C ST

HELLMAN AVE

CHINO AVE

150'

R1 1.01
R2 2.42
V1 1.05
V2 1.02
V3 1.54
V4 1.54
V5 1.03
V6 1.03
V7 0.76
V8 0.76
DA-1 2.1
DA-2 1.0
DA-3 5.4
DA-4 4.7
DB-1 2.7
DB-2 23.7
DB-3 13.6
DB-4 5.2
DB-5 22.0
DB-6 23.8
C1 0.55
C2 0.60
C3 0.63
C4 0.63
C5 0.88
C6 0.91
DC-1 3.1
DC-2 1.8
DC-4 1.1
DD-1 2.1
DD-2 2.3
DC.3 4.5
DE-1 4.7
DE-2 5.8
E1 0.46
E2 0.46
E3 0.22
E4 0.23
F1 0.24
F2 0.23
F3 1.11
DF-1 3.0
DF-2 2.7
DG-1 2.9
DG-2 3.2
DH-1 7.3
DH-2 7.2
DI-1 15.8
A3 0.69
A4 0.57
A5 0.69
A6 0.64
A7 0.63
A8 0.64
A9 0.32
A10 0.35
A11 0.58
H1 1.30
H2 1.29
H3 1.32
H4 1.23
A1 0.35
A2 0.55
B1 0.50
B2 0.45
B3 0.43
B4 0.46
B5 0.54
B6 0.62
D1 0.26
D2 0.33

LEGEND

- PHASE I DRAINAGE MANAGEMENT AREAS
- PHASE II DRAINAGE MANAGEMENT AREAS
- ROADWAY DRAINAGE MANAGEMENT AREAS
- X.X / XX.X — DRAINAGE MANAGEMENT AREA LABELS AND ACREAGE

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RIVERSIDE DR

VINEYARD AVE

A ST

B ST

C ST

HELLMAN AVE

CHINO AVE

150'

R1 1.01
R2 2.42
V1 1.05
V2 1.02
V3 1.54
V4 1.54
V5 1.03
V6 1.03
V7 0.76
V8 0.76
DB-1 2.7
DB-2 23.7
DB-3 13.6
DB-4 5.2
DB-5 22.0
DB-6 23.8
DA-1 2.1
DA-2 1.0
DA-3 5.4
DA-4 4.7
C1 0.55
C2 0.60
C3 0.63
C4 0.63
C5 0.88
C6 0.91
DC-1 3.1
DC-2 1.8
DC-3 4.5
DC-4 1.1
DD-1 2.1
DD-2 2.3
DE-1 4.7
DE-2 5.8
DF-1 3.0
DF-2 2.7
DG-1 2.9
DG-2 3.2
DH-1 7.3
DH-2 7.2
DI-1 15.8
E1 0.46
E2 0.46
E3 0.22
E4 0.23
F1 0.24
F2 0.23
F3 1.11
A1 0.35
A2 0.55
A3 0.69
A4 0.57
A5 0.69
A6 0.64
A7 0.63
A8 0.64
A9 0.32
A10 0.35
A11 0.58
B1 0.50
B2 0.45
B3 0.43
B4 0.46
B5 0.54
B6 0.62
D1 0.26
D2 0.33
H1 1.30
H2 1.29
H3 1.32
H4 1.23

LEGEND

- PHASE I DRAINAGE MANAGEMENT AREAS
- PHASE II DRAINAGE MANAGEMENT AREAS
- ROADWAY DRAINAGE MANAGEMENT AREAS
- X.X / XX.X — DRAINAGE MANAGEMENT AREA LABELS AND ACREAGE

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LEGEND

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IMPERVIOUS AREA SUMMARY			
DMA ID	TOTAL AREA (AC)	IMPERVIOUS AREA (AC)	TOTAL IMP. AREA
C	10.41	9.22	32.80
D	4.41	3.53	
E	10.52	9.47	
F	5.67	5.10	
G	6.09	5.48	
A	13.18	6.46	35.82
B	91.04	7.64	
H	14.44	10.69	
I	15.75	11.03	
ROAD	33.96	33.96	33.96
TOTAL	205.47	102.58	102.58

LEGEND

- PHASE I DRAINAGE MANAGEMENT AREAS
- PHASE II DRAINAGE MANAGEMENT AREAS
- ROADWAY DRAINAGE MANAGEMENT AREAS

RIVERSIDE DR

ROADWAY PH I
AREA = 20.6 AC
IMP. = 100.0%

150'

VINEYARD AVE

A ST

B ST

C ST

DMA-DA
AREA = 13.2 AC
IMP. = 49.1%

DMA-DB
AREA = 91.0 AC
IMP. = 8.0%

DMA-DC
AREA = 10.4 AC
IMP. = 88.6%

DMA-DD
AREA = 4.4 AC
IMP. = 80.0%

DMA-DE
AREA = 10.5 AC
IMP. = 90.0%

DMA-DF
AREA = 5.7 AC
IMP. = 90.0%

DMA-DG
AREA = 6.1 AC
IMP. = 90.0%

DMA-DH
AREA = 14.4 AC
IMP. = 74.1%

DMA-DI
AREA = 15.8 AC
IMP. = 70.0%

HELLMAN AVE

ROADWAY PH II
AREA = 13.4 AC
IMP. = 100.0%

CHINO AVE

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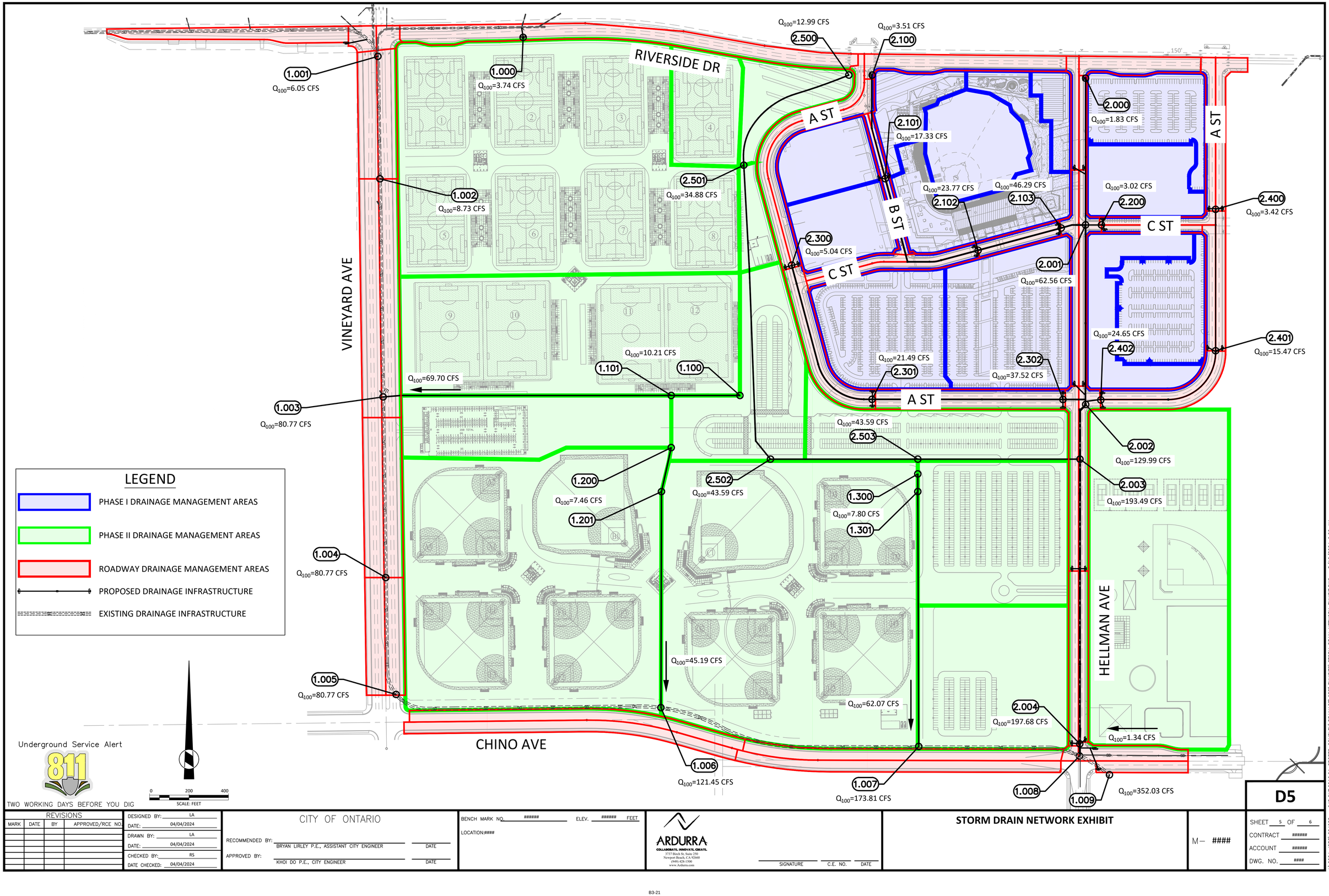

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- PHASE II DRAINAGE MANAGEMENT AREAS
- ROADWAY DRAINAGE MANAGEMENT AREAS
- PROPOSED DRAINAGE INFRASTRUCTURE
- EXISTING DRAINAGE INFRASTRUCTURE

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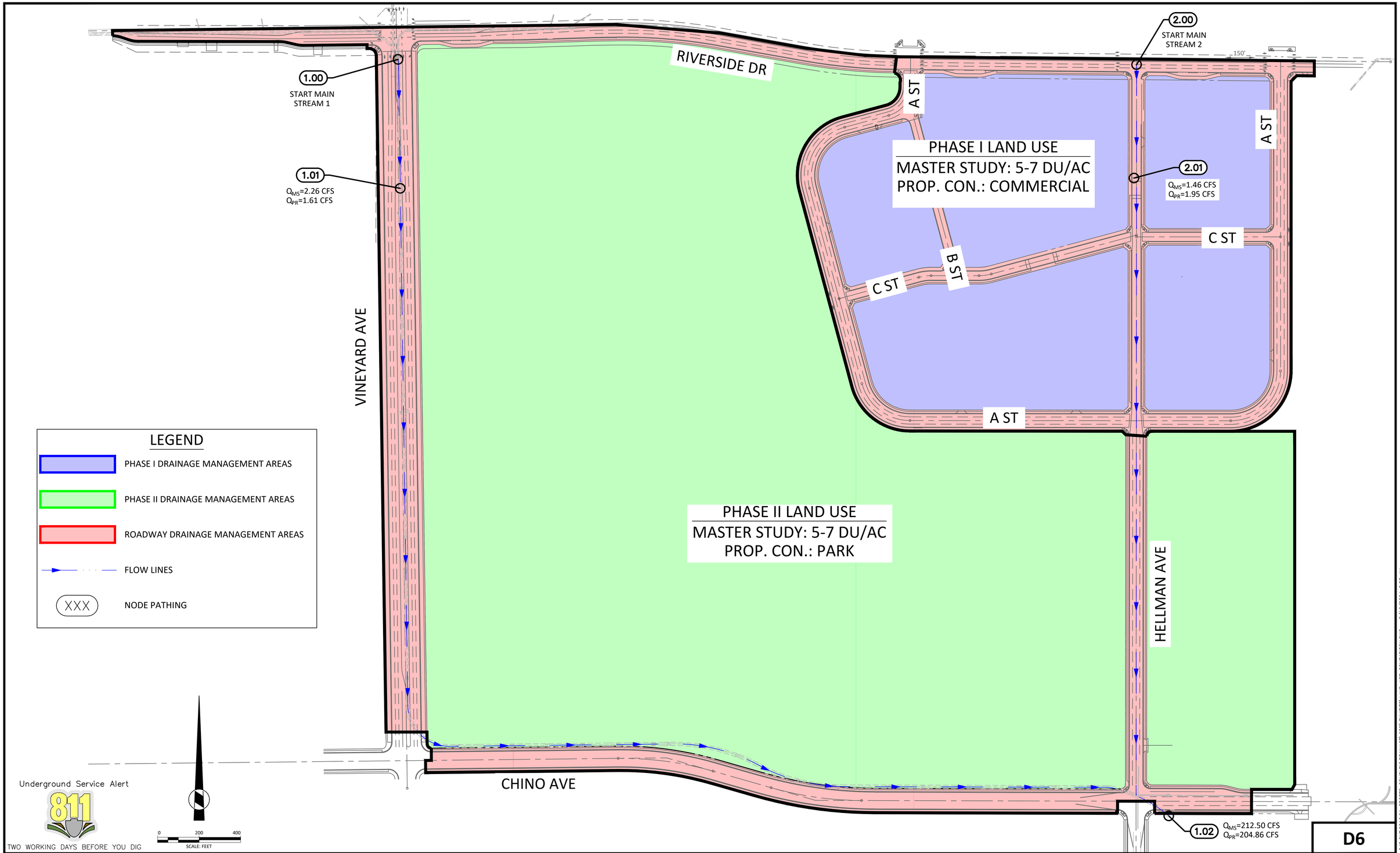
STORM DRAIN NETWORK EXHIBIT

M – ####

SHEET 5 OF 6
CONTRACT ######
ACCOUNT ######
DWG. NO. ####

J:\2024 JOBS\224058 – 045.ONT.0016.01 SPORTS COMPLEX\DRAINAGE\95%\EXHIBITS\STORM DRAIN NETWORK EXHIBIT.DWG 5/16/2024 9:00 AM



LEGEND

- PHASE I DRAINAGE MANAGEMENT AREAS
- PHASE II DRAINAGE MANAGEMENT AREAS
- ROADWAY DRAINAGE MANAGEMENT AREAS
- FLOW LINES
- XXX — NODE PATHING

Underground Service Alert
811
TWO WORKING DAYS BEFORE YOU DIG

0 200 400
SCALE: FEET

REVISIONS			
MARK	DATE	BY	APPROVED/RCE NO.

DESIGNED BY: LA
DATE: 04/04/2024
DRAWN BY: LA
DATE: 04/04/2024
CHECKED BY: RS
DATE CHECKED: 04/04/2024

CITY OF ONTARIO

RECOMMENDED BY: _____ DATE
BRYAN LIRLEY P.E., ASSISTANT CITY ENGINEER

APPROVED BY: _____ DATE
KHOI DO P.E., CITY ENGINEER

BENCH MARK NO. ###### ELEV. ###### FEET

LOCATION:####

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LAND USE COMPARISON MAP

M— ####

D6

SHEET 6 OF 6
CONTRACT ######
ACCOUNT ######
DWG. NO. ####

J:\2024 JOBS\224058 - 045.ONT.0016.01 SPORTS COMPLEX\DRAINAGE\95SR\EXHIBITS\LAND USE COMPARISON.DWG 5/16/2024 8:53 AM

A.2 – 10-YEAR HYDROLOGY MODEL

San Bernardino County Rational Hydrology Program

(Hydrology Manual Date - August 1986)

CIVILCADD/CIVILDESIGN Engineering Software, (c) 1989-2019 Version 9.1
Rational Hydrology Study Date: 05/16/24

ORSC HYDROLOGY & HYDRAULICS
PROPOSED CONDITIONS
10-YEAR STORM EVENT

Program License Serial Number 6639

********* Hydrology Study Control Information **********

Rational hydrology study storm event year is 10.0
Computed rainfall intensity:
Storm year = 10.00 1 hour rainfall = 0.800 (In.)
Slope used for rainfall intensity curve b = 0.6000
Soil antecedent moisture condition (AMC) = 2

++

Process from Point/Station 1.000 to Point/Station 1.001
**** INITIAL AREA EVALUATION ****

Soil classification AP and SCS values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2) = 32.00
Pervious ratio(Ap) = 0.8500 Max loss rate(Fm)= 0.831(In/Hr)
Initial subarea data:
Initial area flow distance = 672.260(Ft.)
Top (of initial area) elevation = 750.000(Ft.)
Bottom (of initial area) elevation = 744.440(Ft.)
Difference in elevation = 5.560(Ft.)
Slope = 0.00827 s(%)= 0.83
TC = k(0.484)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration = 17.079 min.
Rainfall intensity = 1.700(In/Hr) for a 10.0 year storm
Effective runoff coefficient used for area (Q=KCIA) is C = 0.460
Subarea runoff = 1.893(CFS)
Total initial stream area = 2.420(Ac.)
Pervious area fraction = 0.850
Initial area Fm value = 0.831(In/Hr)

```
++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.001 to Point/Station        1.001
**** SUBAREA FLOW ADDITION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.0100     Max loss rate(Fm)=     0.010(In/Hr)
Time of concentration =    17.08 min.
Rainfall intensity =      1.700(In/Hr) for a    10.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.588
Subarea runoff =      1.537(CFS) for    1.010(Ac.)
Total runoff =      3.430(CFS)
Effective area this stream =        3.43(Ac.)
Total Study Area (Main Stream No. 1) =        3.43(Ac.)
Area averaged Fm value =    0.589(In/Hr)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.001 to Point/Station        1.002
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
________________________________________________________________________
Upstream point/station elevation =   744.440(Ft.)
Downstream point/station elevation =   739.410(Ft.)
Pipe length  =   466.03(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =     3.430(CFS)
Nearest computed pipe diameter  =     12.00(In.)
Calculated individual pipe flow  =     3.430(CFS)
Normal flow depth in pipe =    9.13(In.)
Flow top width inside pipe =   10.24(In.)
Critical Depth =    9.50(In.)
Pipe flow velocity =      5.35(Ft/s)
Travel time through pipe =    1.45 min.
Time of concentration (TC) =    18.53 min.


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.002 to Point/Station        1.002
**** SUBAREA FLOW ADDITION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.8500     Max loss rate(Fm)=     0.831(In/Hr)
Time of concentration =    18.53 min.
Rainfall intensity =      1.619(In/Hr) for a    10.0 year storm
Effective runoff coefficient used for area,(total area with modified
```

```
rational method)(Q=KCIA) is C = 0.522
Subarea runoff =      1.217(CFS) for    2.070(Ac.)
Total runoff =      4.647(CFS)
Effective area this stream =        5.50(Ac.)
Total Study Area (Main Stream No. 1) =        5.50(Ac.)
Area averaged Fm value =    0.680(In/Hr)


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Process from Point/Station        1.002 to Point/Station        1.003
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
________________________________________________________________________
Upstream point/station elevation =   739.410(Ft.)
Downstream point/station elevation =   736.150(Ft.)
Pipe length  =   829.94(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =     4.647(CFS)
Nearest computed pipe diameter  =     18.00(In.)
Calculated individual pipe flow  =     4.647(CFS)
Normal flow depth in pipe =   11.16(In.)
Flow top width inside pipe =   17.48(In.)
Critical Depth =    9.94(In.)
Pipe flow velocity =      4.04(Ft/s)
Travel time through pipe =    3.43 min.
Time of concentration (TC) =    21.96 min.


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.003 to Point/Station        1.003
**** SUBAREA FLOW ADDITION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.8500     Max loss rate(Fm)=     0.831(In/Hr)
Time of concentration =    21.96 min.
Rainfall intensity =      1.462(In/Hr) for a    10.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.448
Subarea runoff =      0.974(CFS) for    3.080(Ac.)
Total runoff =      5.621(CFS)
Effective area this stream =        8.58(Ac.)
Total Study Area (Main Stream No. 1) =        8.58(Ac.)
Area averaged Fm value =    0.734(In/Hr)


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Process from Point/Station        1.003 to Point/Station        1.003
**** CONFLUENCE OF MINOR STREAMS ****
________________________________________________________________________
Along Main Stream number: 1 in normal stream number 1
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Stream flow area =      8.580(Ac.)
Runoff from this stream =      5.621(CFS)
Time of concentration =   21.96 min.
Rainfall intensity =     1.462(In/Hr)
Area averaged loss rate (Fm) =    0.7345(In/Hr)
Area averaged Pervious ratio (Ap) = 0.7511


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.100 to Point/Station        1.110
**** INITIAL AREA EVALUATION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.8500     Max loss rate(Fm)=     0.831(In/Hr)
Initial subarea data:
Initial area flow distance =   261.290(Ft.)
Top (of initial area) elevation =   749.020(Ft.)
Bottom (of initial area) elevation =   747.710(Ft.)
Difference in elevation =     1.310(Ft.)
Slope =    0.00501  s(%)=       0.50
TC = k(0.484)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration =   12.935 min.
Rainfall intensity =      2.009(In/Hr) for a    10.0 year storm
Effective runoff coefficient used for area (Q=KCIA) is C = 0.528
Subarea runoff =      5.511(CFS)
Total initial stream area =        5.200(Ac.)
Pervious area fraction = 0.850
Initial area Fm value =    0.831(In/Hr)


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Process from Point/Station        1.110 to Point/Station        1.003
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
________________________________________________________________________
Upstream point/station elevation =   747.710(Ft.)
Downstream point/station elevation =   736.150(Ft.)
Pipe length  =  1096.21(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =     5.511(CFS)
Nearest computed pipe diameter  =     15.00(In.)
Calculated individual pipe flow  =     5.511(CFS)
Normal flow depth in pipe =   10.44(In.)
Flow top width inside pipe =   13.80(In.)
Critical Depth =   11.41(In.)
Pipe flow velocity =      6.05(Ft/s)
Travel time through pipe =    3.02 min.
Time of concentration (TC) =    15.96 min.
```

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++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.003 to Point/Station        1.003
**** SUBAREA FLOW ADDITION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.9000     Max loss rate(Fm)=     0.880(In/Hr)
Time of concentration =    15.96 min.
Rainfall intensity =      1.771(In/Hr) for a    10.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.456
Subarea runoff =     28.796(CFS) for   37.300(Ac.)
Total runoff =     34.307(CFS)
Effective area this stream =       42.50(Ac.)
Total Study Area (Main Stream No. 1) =       51.08(Ac.)
Area averaged Fm value =    0.874(In/Hr)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.003 to Point/Station        1.003
**** CONFLUENCE OF MINOR STREAMS ****
________________________________________________________________________
Along Main Stream number: 1 in normal stream number 2
Stream flow area =     42.500(Ac.)
Runoff from this stream =     34.307(CFS)
Time of concentration =   15.96 min.
Rainfall intensity =     1.771(In/Hr)
Area averaged loss rate (Fm) =    0.8740(In/Hr)
Area averaged Pervious ratio (Ap) = 0.8939
Summary of stream data:

Stream Flow rate    Area    TC     Fm       Rainfall Intensity
 No.    (CFS)   (Ac.)       (min) (In/Hr)     (In/Hr)


1      5.62     8.580     21.96    0.734      1.462
2     34.31    42.500     15.96    0.874      1.771
Qmax(1) =
           1.000 *    1.000 *     5.621) +
           0.656 *    1.000 *    34.307) + =      28.123
Qmax(2) =
           1.424 *    0.727 *     5.621) +
           1.000 *    1.000 *    34.307) + =      40.124

Total of 2 streams to confluence:
Flow rates before confluence point:
       5.621      34.307
Maximum flow rates at confluence using above data:
       28.123       40.124
```

```
Area of streams before confluence:
        8.580       42.500
Effective area values after confluence:
       51.080       48.736
Results of confluence:
Total flow rate =     40.124(CFS)
Time of concentration =    15.957 min.
Effective stream area after confluence =     48.736(Ac.)
Study area average Pervious fraction(Ap) =  0.870
Study area average soil loss rate(Fm) =    0.851(In/Hr)
Study area total (this main stream) =      51.08(Ac.)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.003 to Point/Station        1.004
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
________________________________________________________________________
Upstream point/station elevation =   736.150(Ft.)
Downstream point/station elevation =   728.980(Ft.)
Pipe length  =   687.24(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =    40.124(CFS)
Nearest computed pipe diameter  =     30.00(In.)
Calculated individual pipe flow  =    40.124(CFS)
Normal flow depth in pipe =   23.53(In.)
Flow top width inside pipe =   24.68(In.)
Critical Depth =   25.57(In.)
Pipe flow velocity =      9.72(Ft/s)
Travel time through pipe =    1.18 min.
Time of concentration (TC) =    17.14 min.


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.004 to Point/Station        1.004
**** SUBAREA FLOW ADDITION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.8500     Max loss rate(Fm)=     0.831(In/Hr)
The area added to the existing stream causes a
a lower flow rate of Q =     38.723(CFS)
therefore the upstream flow rate of Q =     40.124(CFS) is being used
Time of concentration =    17.14 min.
Rainfall intensity =      1.697(In/Hr) for a    10.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.449
Subarea runoff =      0.000(CFS) for    2.060(Ac.)
Total runoff =     40.124(CFS)
Effective area this stream =       50.80(Ac.)
Total Study Area (Main Stream No. 1) =       53.14(Ac.)
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Area averaged Fm value =    0.850(In/Hr)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.004 to Point/Station        1.005
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
______________________________________________________________________________
Upstream point/station elevation =   728.980(Ft.)
Downstream point/station elevation =   724.170(Ft.)
Pipe length  =   456.65(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =    40.124(CFS)
Nearest computed pipe diameter  =     30.00(In.)
Calculated individual pipe flow  =    40.124(CFS)
Normal flow depth in pipe =   23.41(In.)
Flow top width inside pipe =   24.84(In.)
Critical Depth =   25.57(In.)
Pipe flow velocity =      9.76(Ft/s)
Travel time through pipe =    0.78 min.
Time of concentration (TC) =    17.92 min.


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.005 to Point/Station        1.005
**** SUBAREA FLOW ADDITION ****
______________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.8500     Max loss rate(Fm)=     0.831(In/Hr)
The area added to the existing stream causes a
a lower flow rate of Q =     37.803(CFS)
therefore the upstream flow rate of Q =     40.124(CFS) is being used
Time of concentration =    17.92 min.
Rainfall intensity =      1.652(In/Hr) for a    10.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.437
Subarea runoff =      0.000(CFS) for    1.520(Ac.)
Total runoff =     40.124(CFS)
Effective area this stream =       52.32(Ac.)
Total Study Area (Main Stream No. 1) =       54.66(Ac.)
Area averaged Fm value =    0.849(In/Hr)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.005 to Point/Station        1.006
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
______________________________________________________________________________
Upstream point/station elevation =   724.170(Ft.)
Downstream point/station elevation =   720.970(Ft.)
Pipe length  =  1020.52(Ft.)   Manning's N = 0.013
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```
No. of pipes = 1  Required pipe flow  =    40.124(CFS)
Nearest computed pipe diameter  =     39.00(In.)
Calculated individual pipe flow  =    40.124(CFS)
Normal flow depth in pipe =   28.08(In.)
Flow top width inside pipe =   35.02(In.)
Critical Depth =   24.16(In.)
Pipe flow velocity =      6.28(Ft/s)
Travel time through pipe =    2.71 min.
Time of concentration (TC) =    20.63 min.


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.006 to Point/Station        1.006
**** SUBAREA FLOW ADDITION ****
______________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.8500     Max loss rate(Fm)=     0.831(In/Hr)
The area added to the existing stream causes a
a lower flow rate of Q =     33.100(CFS)
therefore the upstream flow rate of Q =     40.124(CFS) is being used
Time of concentration =    20.63 min.
Rainfall intensity =      1.518(In/Hr) for a    10.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.397
Subarea runoff =      0.000(CFS) for    2.590(Ac.)
Total runoff =     40.124(CFS)
Effective area this stream =       54.91(Ac.)
Total Study Area (Main Stream No. 1) =       57.25(Ac.)
Area averaged Fm value =    0.848(In/Hr)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.006 to Point/Station        1.006
**** CONFLUENCE OF MINOR STREAMS ****
______________________________________________________________________________
Along Main Stream number: 1 in normal stream number 1
Stream flow area =     54.906(Ac.)
Runoff from this stream =     40.124(CFS)
Time of concentration =   20.63 min.
Rainfall intensity =     1.518(In/Hr)
Area averaged loss rate (Fm) =    0.8484(In/Hr)
Area averaged Pervious ratio (Ap) = 0.8677


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.200 to Point/Station        1.201
**** INITIAL AREA EVALUATION ****
______________________________________________________________________________
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Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.8500     Max loss rate(Fm)=     0.831(In/Hr)
Initial subarea data:
Initial area flow distance =   171.480(Ft.)
Top (of initial area) elevation =   750.740(Ft.)
Bottom (of initial area) elevation =   749.880(Ft.)
Difference in elevation =     0.860(Ft.)
Slope =    0.00502  s(%)=       0.50
TC = k(0.484)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration =   10.929 min.
Rainfall intensity =      2.222(In/Hr) for a    10.0 year storm
Effective runoff coefficient used for area (Q=KCIA) is C = 0.563
Subarea runoff =      4.145(CFS)
Total initial stream area =        3.310(Ac.)
Pervious area fraction = 0.850
Initial area Fm value =    0.831(In/Hr)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.201 to Point/Station        1.006
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
________________________________________________________________________
Upstream point/station elevation =   749.880(Ft.)
Downstream point/station elevation =   720.970(Ft.)
Pipe length  =   821.99(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =     4.145(CFS)
Nearest computed pipe diameter  =     12.00(In.)
Calculated individual pipe flow  =     4.145(CFS)
Normal flow depth in pipe =    6.84(In.)
Flow top width inside pipe =   11.88(In.)
Critical Depth =   10.32(In.)
Pipe flow velocity =      8.96(Ft/s)
Travel time through pipe =    1.53 min.
Time of concentration (TC) =    12.46 min.


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Process from Point/Station        1.006 to Point/Station        1.006
**** SUBAREA FLOW ADDITION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.8500     Max loss rate(Fm)=     0.831(In/Hr)
Time of concentration =    12.46 min.
Rainfall intensity =      2.055(In/Hr) for a    10.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.536
```

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Subarea runoff =     20.080(CFS) for   18.690(Ac.)
Total runoff =     24.224(CFS)
Effective area this stream =       22.00(Ac.)
Total Study Area (Main Stream No. 1) =       79.25(Ac.)
Area averaged Fm value =    0.831(In/Hr)


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Process from Point/Station        1.006 to Point/Station        1.006
**** CONFLUENCE OF MINOR STREAMS ****
________________________________________________________________________
Along Main Stream number: 1 in normal stream number 2
Stream flow area =     22.000(Ac.)
Runoff from this stream =     24.224(CFS)
Time of concentration =   12.46 min.
Rainfall intensity =     2.055(In/Hr)
Area averaged loss rate (Fm) =    0.8311(In/Hr)
Area averaged Pervious ratio (Ap) = 0.8500
Summary of stream data:

Stream Flow rate    Area    TC     Fm       Rainfall Intensity
 No.    (CFS)   (Ac.)       (min) (In/Hr)     (In/Hr)


1     40.12    54.906     20.63    0.848      1.518
2     24.22    22.000     12.46    0.831      2.055
Qmax(1) =
           1.000 *    1.000 *    40.124) +
           0.562 *    1.000 *    24.224) + =      53.729
Qmax(2) =
           1.801 *    0.604 *    40.124) +
           1.000 *    1.000 *    24.224) + =      67.864

Total of 2 streams to confluence:
Flow rates before confluence point:
      40.124      24.224
Maximum flow rates at confluence using above data:
       53.729       67.864
Area of streams before confluence:
       54.906       22.000
Effective area values after confluence:
       76.906       55.162
Results of confluence:
Total flow rate =     67.864(CFS)
Time of concentration =    12.457 min.
Effective stream area after confluence =     55.162(Ac.)
Study area average Pervious fraction(Ap) =  0.863
Study area average soil loss rate(Fm) =    0.843(In/Hr)
Study area total (this main stream) =      76.91(Ac.)
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++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.006 to Point/Station        1.007
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
________________________________________________________________________
Upstream point/station elevation =   720.970(Ft.)
Downstream point/station elevation =   716.610(Ft.)
Pipe length  =  1002.81(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =    67.864(CFS)
Nearest computed pipe diameter  =     45.00(In.)
Calculated individual pipe flow  =    67.864(CFS)
Normal flow depth in pipe =   31.92(In.)
Flow top width inside pipe =   40.86(In.)
Critical Depth =   30.41(In.)
Pipe flow velocity =      8.11(Ft/s)
Travel time through pipe =    2.06 min.
Time of concentration (TC) =    14.52 min.


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.007 to Point/Station        1.007
**** SUBAREA FLOW ADDITION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.8500     Max loss rate(Fm)=     0.831(In/Hr)
The area added to the existing stream causes a
a lower flow rate of Q =     53.566(CFS)
therefore the upstream flow rate of Q =     67.864(CFS) is being used
Time of concentration =    14.52 min.
Rainfall intensity =      1.874(In/Hr) for a    10.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.495
Subarea runoff =      0.000(CFS) for    2.550(Ac.)
Total runoff =     67.864(CFS)
Effective area this stream =       57.71(Ac.)
Total Study Area (Main Stream No. 1) =       81.80(Ac.)
Area averaged Fm value =    0.843(In/Hr)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.007 to Point/Station        1.007
**** CONFLUENCE OF MINOR STREAMS ****
________________________________________________________________________
Along Main Stream number: 1 in normal stream number 1
Stream flow area =     57.712(Ac.)
Runoff from this stream =     67.864(CFS)
Time of concentration =   14.52 min.
Rainfall intensity =     1.874(In/Hr)
```

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Area averaged loss rate (Fm) =    0.8429(In/Hr)
Area averaged Pervious ratio (Ap) = 0.8621


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Process from Point/Station        1.300 to Point/Station        1.301
**** INITIAL AREA EVALUATION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.8500     Max loss rate(Fm)=     0.831(In/Hr)
Initial subarea data:
Initial area flow distance =    67.280(Ft.)
Top (of initial area) elevation =   750.300(Ft.)
Bottom (of initial area) elevation =   749.960(Ft.)
Difference in elevation =     0.340(Ft.)
Slope =    0.00505  s(%)=       0.51
TC = k(0.484)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration =    7.506 min.
Rainfall intensity =      2.785(In/Hr) for a    10.0 year storm
Effective runoff coefficient used for area (Q=KCIA) is C = 0.631
Subarea runoff =      4.553(CFS)
Total initial stream area =        2.590(Ac.)
Pervious area fraction = 0.850
Initial area Fm value =    0.831(In/Hr)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.301 to Point/Station        1.007
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
________________________________________________________________________
Upstream point/station elevation =   749.960(Ft.)
Downstream point/station elevation =   716.610(Ft.)
Pipe length  =   972.89(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =     4.553(CFS)
Nearest computed pipe diameter  =     12.00(In.)
Calculated individual pipe flow  =     4.553(CFS)
Normal flow depth in pipe =    7.33(In.)
Flow top width inside pipe =   11.70(In.)
Critical Depth =   10.68(In.)
Pipe flow velocity =      9.06(Ft/s)
Travel time through pipe =    1.79 min.
Time of concentration (TC) =     9.30 min.


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Process from Point/Station        1.007 to Point/Station        1.007
**** SUBAREA FLOW ADDITION ****
________________________________________________________________________
```

```
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.8500     Max loss rate(Fm)=     0.831(In/Hr)
Time of concentration =     9.30 min.
Rainfall intensity =      2.449(In/Hr) for a    10.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.595
Subarea runoff =     30.106(CFS) for   21.210(Ac.)
Total runoff =     34.659(CFS)
Effective area this stream =       23.80(Ac.)
Total Study Area (Main Stream No. 1) =      105.60(Ac.)
Area averaged Fm value =    0.831(In/Hr)


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Process from Point/Station        1.007 to Point/Station        1.007
**** CONFLUENCE OF MINOR STREAMS ****
________________________________________________________________________
Along Main Stream number: 1 in normal stream number 2
Stream flow area =     23.800(Ac.)
Runoff from this stream =     34.659(CFS)
Time of concentration =    9.30 min.
Rainfall intensity =     2.449(In/Hr)
Area averaged loss rate (Fm) =    0.8311(In/Hr)
Area averaged Pervious ratio (Ap) = 0.8500
Summary of stream data:

Stream Flow rate    Area    TC     Fm       Rainfall Intensity
 No.    (CFS)   (Ac.)       (min) (In/Hr)     (In/Hr)


1     67.86    57.712     14.52    0.843      1.874
2     34.66    23.800      9.30    0.831      2.449
Qmax(1) =
           1.000 *    1.000 *    67.864) +
           0.645 *    1.000 *    34.659) + =      90.207
Qmax(2) =
           1.558 *    0.640 *    67.864) +
           1.000 *    1.000 *    34.659) + =     102.331

Total of 2 streams to confluence:
Flow rates before confluence point:
      67.864      34.659
Maximum flow rates at confluence using above data:
       90.207      102.331
Area of streams before confluence:
       57.712       23.800
Effective area values after confluence:
       81.512       60.748
```

```
Results of confluence:
Total flow rate =    102.331(CFS)
Time of concentration =     9.295 min.
Effective stream area after confluence =     60.748(Ac.)
Study area average Pervious fraction(Ap) =  0.859
Study area average soil loss rate(Fm) =    0.839(In/Hr)
Study area total (this main stream) =      81.51(Ac.)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.007 to Point/Station        1.008
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
______________________________________________________________________________
Upstream point/station elevation =   716.610(Ft.)
Downstream point/station elevation =   716.130(Ft.)
Pipe length  =   623.01(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =   102.331(CFS)
Nearest computed pipe diameter  =     69.00(In.)
Calculated individual pipe flow  =   102.331(CFS)
Normal flow depth in pipe =   55.03(In.)
Flow top width inside pipe =   55.45(In.)
Critical Depth =   33.13(In.)
Pipe flow velocity =      4.61(Ft/s)
Travel time through pipe =    2.25 min.
Time of concentration (TC) =    11.55 min.


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Process from Point/Station        1.008 to Point/Station        1.008
**** SUBAREA FLOW ADDITION ****
______________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.8500     Max loss rate(Fm)=     0.831(In/Hr)
The area added to the existing stream causes a
a lower flow rate of Q =     91.472(CFS)
therefore the upstream flow rate of Q =    102.331(CFS) is being used
Time of concentration =    11.55 min.
Rainfall intensity =      2.150(In/Hr) for a    10.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.549
Subarea runoff =      0.000(CFS) for   16.700(Ac.)
Total runoff =    102.331(CFS)
Effective area this stream =       77.45(Ac.)
Total Study Area (Main Stream No. 1) =      122.30(Ac.)
Area averaged Fm value =    0.838(In/Hr)


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Process from Point/Station        1.008 to Point/Station        1.008
**** CONFLUENCE OF MAIN STREAMS ****
____________________________________________________________________________
The following data inside Main Stream is listed:
In Main Stream number: 1
Stream flow area =     77.448(Ac.)
Runoff from this stream =    102.331(CFS)
Time of concentration =   11.55 min.
Rainfall intensity =     2.150(In/Hr)
Area averaged loss rate (Fm) =    0.8377(In/Hr)
Area averaged Pervious ratio (Ap) = 0.8567
Program is now starting with Main Stream No. 2


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Process from Point/Station        2.000 to Point/Station        2.001
**** INITIAL AREA EVALUATION ****
____________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Initial subarea data:
Initial area flow distance =   660.350(Ft.)
Top (of initial area) elevation =   768.710(Ft.)
Bottom (of initial area) elevation =   760.300(Ft.)
Difference in elevation =     8.410(Ft.)
Slope =    0.01274  s(%)=       1.27
TC = k(0.299)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration =    9.612 min.
Rainfall intensity =      2.400(In/Hr) for a    10.0 year storm
Effective runoff coefficient used for area (Q=KCIA) is C = 0.863
Subarea runoff =      1.202(CFS)
Total initial stream area =        0.580(Ac.)
Pervious area fraction = 0.100
Initial area Fm value =    0.098(In/Hr)


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Process from Point/Station        2.001 to Point/Station        2.001
**** SUBAREA FLOW ADDITION ****
____________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Time of concentration =     9.61 min.
Rainfall intensity =      2.400(In/Hr) for a    10.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.863
```

```
Subarea runoff =      9.885(CFS) for    4.770(Ac.)
Total runoff =     11.087(CFS)
Effective area this stream =        5.35(Ac.)
Total Study Area (Main Stream No. 2) =      127.65(Ac.)
Area averaged Fm value =    0.098(In/Hr)


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Process from Point/Station        2.001 to Point/Station        2.001
**** CONFLUENCE OF MINOR STREAMS ****
______________________________________________________________________________
Along Main Stream number: 2 in normal stream number 1
Stream flow area =      5.350(Ac.)
Runoff from this stream =     11.087(CFS)
Time of concentration =    9.61 min.
Rainfall intensity =     2.400(In/Hr)
Area averaged loss rate (Fm) =    0.0978(In/Hr)
Area averaged Pervious ratio (Ap) = 0.1000


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Process from Point/Station        2.100 to Point/Station        2.101
**** INITIAL AREA EVALUATION ****
______________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Initial subarea data:
Initial area flow distance =   402.250(Ft.)
Top (of initial area) elevation =   769.050(Ft.)
Bottom (of initial area) elevation =   767.100(Ft.)
Difference in elevation =     1.950(Ft.)
Slope =    0.00485  s(%)=       0.48
TC = k(0.299)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration =    9.563 min.
Rainfall intensity =      2.408(In/Hr) for a    10.0 year storm
Effective runoff coefficient used for area (Q=KCIA) is C = 0.863
Subarea runoff =      2.308(CFS)
Total initial stream area =        1.110(Ac.)
Pervious area fraction = 0.100
Initial area Fm value =    0.098(In/Hr)


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Process from Point/Station        2.101 to Point/Station        2.101
**** SUBAREA FLOW ADDITION ****
______________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
```

```
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Time of concentration =     9.56 min.
Rainfall intensity =      2.408(In/Hr) for a    10.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.863
Subarea runoff =      9.085(CFS) for    4.370(Ac.)
Total runoff =     11.393(CFS)
Effective area this stream =        5.48(Ac.)
Total Study Area (Main Stream No. 2) =      133.13(Ac.)
Area averaged Fm value =    0.098(In/Hr)


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Process from Point/Station        2.101 to Point/Station        2.102
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
________________________________________________________________________
Upstream point/station elevation =   767.100(Ft.)
Downstream point/station elevation =   763.230(Ft.)
Pipe length  =   599.32(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =    11.393(CFS)
Nearest computed pipe diameter  =     21.00(In.)
Calculated individual pipe flow  =    11.393(CFS)
Normal flow depth in pipe =   15.49(In.)
Flow top width inside pipe =   18.47(In.)
Critical Depth =   15.11(In.)
Pipe flow velocity =      5.99(Ft/s)
Travel time through pipe =    1.67 min.
Time of concentration (TC) =    11.23 min.


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Process from Point/Station        2.102 to Point/Station        2.102
**** SUBAREA FLOW ADDITION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Time of concentration =    11.23 min.
Rainfall intensity =      2.186(In/Hr) for a    10.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.860
Subarea runoff =      4.077(CFS) for    2.750(Ac.)
Total runoff =     15.470(CFS)
Effective area this stream =        8.23(Ac.)
Total Study Area (Main Stream No. 2) =      135.88(Ac.)
Area averaged Fm value =    0.098(In/Hr)
```

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Process from Point/Station        2.102 to Point/Station        2.103
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
______________________________________________________________________________
Upstream point/station elevation =   763.230(Ft.)
Downstream point/station elevation =   761.620(Ft.)
Pipe length  =   323.10(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =    15.470(CFS)
Nearest computed pipe diameter  =     24.00(In.)
Calculated individual pipe flow  =    15.470(CFS)
Normal flow depth in pipe =   19.03(In.)
Flow top width inside pipe =   19.45(In.)
Critical Depth =   17.01(In.)
Pipe flow velocity =      5.79(Ft/s)
Travel time through pipe =    0.93 min.
Time of concentration (TC) =    12.16 min.


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Process from Point/Station        2.103 to Point/Station        2.103
**** SUBAREA FLOW ADDITION ****
______________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Time of concentration =    12.16 min.
Rainfall intensity =      2.084(In/Hr) for a    10.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.858
Subarea runoff =     14.479(CFS) for    8.520(Ac.)
Total runoff =     29.949(CFS)
Effective area this stream =       16.75(Ac.)
Total Study Area (Main Stream No. 2) =      144.40(Ac.)
Area averaged Fm value =    0.098(In/Hr)


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Process from Point/Station        2.103 to Point/Station        2.001
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
______________________________________________________________________________
Upstream point/station elevation =   761.620(Ft.)
Downstream point/station elevation =   760.300(Ft.)
Pipe length  =   107.08(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =    29.949(CFS)
Nearest computed pipe diameter  =     27.00(In.)
Calculated individual pipe flow  =    29.949(CFS)
Normal flow depth in pipe =   19.50(In.)
Flow top width inside pipe =   24.19(In.)
Critical Depth =   22.76(In.)
```

```
Pipe flow velocity =      9.74(Ft/s)
Travel time through pipe =    0.18 min.
Time of concentration (TC) =    12.34 min.


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.001 to Point/Station        2.001
**** CONFLUENCE OF MINOR STREAMS ****
________________________________________________________________________
Along Main Stream number: 2 in normal stream number 2
Stream flow area =     16.750(Ac.)
Runoff from this stream =     29.949(CFS)
Time of concentration =   12.34 min.
Rainfall intensity =     2.066(In/Hr)
Area averaged loss rate (Fm) =    0.0978(In/Hr)
Area averaged Pervious ratio (Ap) = 0.1000


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.200 to Point/Station        2.001
**** INITIAL AREA EVALUATION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Initial subarea data:
Initial area flow distance =    81.220(Ft.)
Top (of initial area) elevation =   761.110(Ft.)
Bottom (of initial area) elevation =   760.300(Ft.)
Difference in elevation =     0.810(Ft.)
Slope =    0.00997  s(%)=       1.00
TC = k(0.299)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration =    4.365 min.
Rainfall intensity =      3.855(In/Hr) for a    10.0 year storm
Effective runoff coefficient used for area (Q=KCIA) is C = 0.877
Subarea runoff =      1.995(CFS)
Total initial stream area =        0.590(Ac.)
Pervious area fraction = 0.100
Initial area Fm value =    0.098(In/Hr)


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Process from Point/Station        2.001 to Point/Station        2.001
**** CONFLUENCE OF MINOR STREAMS ****
________________________________________________________________________
Along Main Stream number: 2 in normal stream number 3
Stream flow area =      0.590(Ac.)
Runoff from this stream =      1.995(CFS)
Time of concentration =    4.37 min.
```

```
Rainfall intensity =     3.855(In/Hr)
Area averaged loss rate (Fm) =    0.0978(In/Hr)
Area averaged Pervious ratio (Ap) = 0.1000
Summary of stream data:

Stream Flow rate    Area    TC     Fm       Rainfall Intensity
 No.    (CFS)   (Ac.)       (min) (In/Hr)     (In/Hr)


1     11.09     5.350      9.61    0.098      2.400
2     29.95    16.750     12.34    0.098      2.066
3      1.99     0.590      4.37    0.098      3.855
Qmax(1) =
           1.000 *    1.000 *    11.087) +
           1.170 *    0.779 *    29.949) +
           0.613 *    1.000 *     1.995) + =      39.594
Qmax(2) =
           0.855 *    1.000 *    11.087) +
           1.000 *    1.000 *    29.949) +
           0.524 *    1.000 *     1.995) + =      40.470
Qmax(3) =
           1.631 *    0.454 *    11.087) +
           1.909 *    0.354 *    29.949) +
           1.000 *    1.000 *     1.995) + =      30.426

Total of 3 streams to confluence:
Flow rates before confluence point:
      11.087      29.949       1.995
Maximum flow rates at confluence using above data:
       39.594       40.470       30.426
Area of streams before confluence:
        5.350       16.750        0.590
Effective area values after confluence:
       18.982       22.690        8.943
Results of confluence:
Total flow rate =     40.470(CFS)
Time of concentration =    12.345 min.
Effective stream area after confluence =     22.690(Ac.)
Study area average Pervious fraction(Ap) =  0.100
Study area average soil loss rate(Fm) =    0.098(In/Hr)
Study area total (this main stream) =      22.69(Ac.)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.001 to Point/Station        2.002
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
________________________________________________________________________
Upstream point/station elevation =   760.300(Ft.)
Downstream point/station elevation =   755.350(Ft.)
Pipe length  =   642.08(Ft.)   Manning's N = 0.013
```

```
No. of pipes = 1  Required pipe flow  =    40.470(CFS)
Nearest computed pipe diameter  =     33.00(In.)
Calculated individual pipe flow  =    40.470(CFS)
Normal flow depth in pipe =   23.84(In.)
Flow top width inside pipe =   29.56(In.)
Critical Depth =   25.39(In.)
Pipe flow velocity =      8.81(Ft/s)
Travel time through pipe =    1.21 min.
Time of concentration (TC) =    13.56 min.


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Process from Point/Station        2.001 to Point/Station        2.002
**** SUBAREA FLOW ADDITION ****
______________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Time of concentration =    13.56 min.
Rainfall intensity =      1.953(In/Hr) for a    10.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.855
Subarea runoff =      4.037(CFS) for    3.970(Ac.)
Total runoff =     44.507(CFS)
Effective area this stream =       26.66(Ac.)
Total Study Area (Main Stream No. 2) =      148.96(Ac.)
Area averaged Fm value =    0.098(In/Hr)


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Process from Point/Station        2.002 to Point/Station        2.002
**** CONFLUENCE OF MINOR STREAMS ****
______________________________________________________________________________
Along Main Stream number: 2 in normal stream number 1
Stream flow area =     26.660(Ac.)
Runoff from this stream =     44.507(CFS)
Time of concentration =   13.56 min.
Rainfall intensity =     1.953(In/Hr)
Area averaged loss rate (Fm) =    0.0978(In/Hr)
Area averaged Pervious ratio (Ap) = 0.1000


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.300 to Point/Station        2.301
**** INITIAL AREA EVALUATION ****
______________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
```

```
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Initial subarea data:
Initial area flow distance =   656.930(Ft.)
Top (of initial area) elevation =   767.140(Ft.)
Bottom (of initial area) elevation =   763.850(Ft.)
Difference in elevation =     3.290(Ft.)
Slope =    0.00501  s(%)=       0.50
TC = k(0.299)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration =   11.560 min.
Rainfall intensity =      2.149(In/Hr) for a    10.0 year storm
Effective runoff coefficient used for area (Q=KCIA) is C = 0.859
Subarea runoff =      3.304(CFS)
Total initial stream area =        1.790(Ac.)
Pervious area fraction = 0.100
Initial area Fm value =    0.098(In/Hr)


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Process from Point/Station        2.301 to Point/Station        2.301
**** SUBAREA FLOW ADDITION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Time of concentration =    11.56 min.
Rainfall intensity =      2.149(In/Hr) for a    10.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.859
Subarea runoff =     10.799(CFS) for    5.850(Ac.)
Total runoff =     14.103(CFS)
Effective area this stream =        7.64(Ac.)
Total Study Area (Main Stream No. 2) =      156.60(Ac.)
Area averaged Fm value =    0.098(In/Hr)


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Process from Point/Station        2.301 to Point/Station        2.302
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
________________________________________________________________________
Upstream point/station elevation =   763.850(Ft.)
Downstream point/station elevation =   760.160(Ft.)
Pipe length  =   738.89(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =    14.103(CFS)
Nearest computed pipe diameter  =     24.00(In.)
Calculated individual pipe flow  =    14.103(CFS)
Normal flow depth in pipe =   17.51(In.)
Flow top width inside pipe =   21.32(In.)
Critical Depth =   16.22(In.)
Pipe flow velocity =      5.74(Ft/s)
```

```
Travel time through pipe =    2.14 min.
Time of concentration (TC) =    13.70 min.


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Process from Point/Station        2.302 to Point/Station        2.302
**** SUBAREA FLOW ADDITION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Time of concentration =    13.70 min.
Rainfall intensity =      1.940(In/Hr) for a    10.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.855
Subarea runoff =     10.273(CFS) for    7.060(Ac.)
Total runoff =     24.376(CFS)
Effective area this stream =       14.70(Ac.)
Total Study Area (Main Stream No. 2) =      163.66(Ac.)
Area averaged Fm value =    0.098(In/Hr)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.302 to Point/Station        2.002
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
________________________________________________________________________
Upstream point/station elevation =   760.160(Ft.)
Downstream point/station elevation =   755.350(Ft.)
Pipe length  =    76.19(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =    24.376(CFS)
Nearest computed pipe diameter  =     18.00(In.)
Calculated individual pipe flow  =    24.376(CFS)
Normal flow depth in pipe =   13.64(In.)
Flow top width inside pipe =   15.42(In.)
Critical depth could not be calculated.
Pipe flow velocity =     16.95(Ft/s)
Travel time through pipe =    0.07 min.
Time of concentration (TC) =    13.78 min.


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.002 to Point/Station        2.002
**** CONFLUENCE OF MINOR STREAMS ****
________________________________________________________________________
Along Main Stream number: 2 in normal stream number 2
Stream flow area =     14.700(Ac.)
Runoff from this stream =     24.376(CFS)
Time of concentration =   13.78 min.
Rainfall intensity =     1.934(In/Hr)
```

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Area averaged loss rate (Fm) =    0.0978(In/Hr)
Area averaged Pervious ratio (Ap) = 0.1000


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Process from Point/Station        2.400 to Point/Station        2.401
**** INITIAL AREA EVALUATION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Initial subarea data:
Initial area flow distance =   544.320(Ft.)
Top (of initial area) elevation =   766.500(Ft.)
Bottom (of initial area) elevation =   763.780(Ft.)
Difference in elevation =     2.720(Ft.)
Slope =    0.00500  s(%)=       0.50
TC = k(0.299)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration =   10.728 min.
Rainfall intensity =      2.247(In/Hr) for a    10.0 year storm
Effective runoff coefficient used for area (Q=KCIA) is C = 0.861
Subarea runoff =      2.244(CFS)
Total initial stream area =        1.160(Ac.)
Pervious area fraction = 0.100
Initial area Fm value =    0.098(In/Hr)


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Process from Point/Station        2.401 to Point/Station        2.401
**** SUBAREA FLOW ADDITION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Time of concentration =    10.73 min.
Rainfall intensity =      2.247(In/Hr) for a    10.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.861
Subarea runoff =      7.913(CFS) for    4.090(Ac.)
Total runoff =     10.157(CFS)
Effective area this stream =        5.25(Ac.)
Total Study Area (Main Stream No. 2) =      168.91(Ac.)
Area averaged Fm value =    0.098(In/Hr)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.401 to Point/Station        2.402
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
```

```
Upstream point/station elevation =   763.780(Ft.)
Downstream point/station elevation =   761.070(Ft.)
Pipe length  =   541.68(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =    10.157(CFS)
Nearest computed pipe diameter  =     21.00(In.)
Calculated individual pipe flow  =    10.157(CFS)
Normal flow depth in pipe =   15.66(In.)
Flow top width inside pipe =   18.29(In.)
Critical Depth =   14.24(In.)
Pipe flow velocity =      5.28(Ft/s)
Travel time through pipe =    1.71 min.
Time of concentration (TC) =    12.44 min.


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Process from Point/Station        2.402 to Point/Station        2.402
**** SUBAREA FLOW ADDITION ****
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```
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Time of concentration =    12.44 min.
Rainfall intensity =      2.056(In/Hr) for a    10.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.857
Subarea runoff =      5.885(CFS) for    3.850(Ac.)
Total runoff =     16.042(CFS)
Effective area this stream =        9.10(Ac.)
Total Study Area (Main Stream No. 2) =      172.76(Ac.)
Area averaged Fm value =    0.098(In/Hr)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.402 to Point/Station        2.002
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
```

```
Upstream point/station elevation =   761.070(Ft.)
Downstream point/station elevation =   755.350(Ft.)
Pipe length  =    62.68(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =    16.042(CFS)
Nearest computed pipe diameter  =     15.00(In.)
Calculated individual pipe flow  =    16.042(CFS)
Normal flow depth in pipe =   10.36(In.)
Flow top width inside pipe =   13.87(In.)
Critical depth could not be calculated.
Pipe flow velocity =     17.75(Ft/s)
Travel time through pipe =    0.06 min.
Time of concentration (TC) =    12.50 min.
```

```
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Process from Point/Station        2.002 to Point/Station        2.002
**** CONFLUENCE OF MINOR STREAMS ****
________________________________________________________________________
Along Main Stream number: 2 in normal stream number 3
Stream flow area =      9.100(Ac.)
Runoff from this stream =     16.042(CFS)
Time of concentration =   12.50 min.
Rainfall intensity =     2.051(In/Hr)
Area averaged loss rate (Fm) =    0.0978(In/Hr)
Area averaged Pervious ratio (Ap) = 0.1000
Summary of stream data:

Stream Flow rate    Area    TC     Fm       Rainfall Intensity
 No.    (CFS)   (Ac.)       (min) (In/Hr)     (In/Hr)


1     44.51    26.660     13.56    0.098      1.953
2     24.38    14.700     13.78    0.098      1.934
3     16.04     9.100     12.50    0.098      2.051
Qmax(1) =
           1.000 *    1.000 *    44.507) +
           1.010 *    0.984 *    24.376) +
           0.950 *    1.000 *    16.042) + =      83.976
Qmax(2) =
           0.990 *    1.000 *    44.507) +
           1.000 *    1.000 *    24.376) +
           0.940 *    1.000 *    16.042) + =      83.516
Qmax(3) =
           1.053 *    0.922 *    44.507) +
           1.064 *    0.907 *    24.376) +
           1.000 *    1.000 *    16.042) + =      82.741

Total of 3 streams to confluence:
Flow rates before confluence point:
      44.507      24.376      16.042
Maximum flow rates at confluence using above data:
       83.976       83.516       82.741
Area of streams before confluence:
       26.660       14.700        9.100
Effective area values after confluence:
       50.225       50.460       47.004
Results of confluence:
Total flow rate =     83.976(CFS)
Time of concentration =    13.559 min.
Effective stream area after confluence =     50.225(Ac.)
Study area average Pervious fraction(Ap) =  0.100
Study area average soil loss rate(Fm) =    0.098(In/Hr)
```

```
Study area total (this main stream) =      50.46(Ac.)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.002 to Point/Station        2.003
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
________________________________________________________________________
Upstream point/station elevation =   755.350(Ft.)
Downstream point/station elevation =   754.000(Ft.)
Pipe length  =   210.71(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =    83.976(CFS)
Nearest computed pipe diameter  =     45.00(In.)
Calculated individual pipe flow  =    83.976(CFS)
Normal flow depth in pipe =   32.39(In.)
Flow top width inside pipe =   40.42(In.)
Critical Depth =   33.86(In.)
Pipe flow velocity =      9.87(Ft/s)
Travel time through pipe =    0.36 min.
Time of concentration (TC) =    13.92 min.


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Process from Point/Station        2.003 to Point/Station        2.003
**** SUBAREA FLOW ADDITION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Time of concentration =    13.92 min.
Rainfall intensity =      1.923(In/Hr) for a    10.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.854
Subarea runoff =     12.683(CFS) for    8.630(Ac.)
Total runoff =     96.659(CFS)
Effective area this stream =       58.86(Ac.)
Total Study Area (Main Stream No. 2) =      181.39(Ac.)
Area averaged Fm value =    0.098(In/Hr)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.003 to Point/Station        2.003
**** CONFLUENCE OF MINOR STREAMS ****
________________________________________________________________________
Along Main Stream number: 2 in normal stream number 1
Stream flow area =     58.855(Ac.)
Runoff from this stream =     96.659(CFS)
Time of concentration =   13.92 min.
Rainfall intensity =     1.923(In/Hr)
Area averaged loss rate (Fm) =    0.0978(In/Hr)
```

```
Area averaged Pervious ratio (Ap) = 0.1000


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.500 to Point/Station        2.501
**** INITIAL AREA EVALUATION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Initial subarea data:
Initial area flow distance =   580.350(Ft.)
Top (of initial area) elevation =   777.930(Ft.)
Bottom (of initial area) elevation =   766.900(Ft.)
Difference in elevation =    11.030(Ft.)
Slope =    0.01901  s(%)=       1.90
TC = k(0.299)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration =    8.426 min.
Rainfall intensity =      2.598(In/Hr) for a    10.0 year storm
Effective runoff coefficient used for area (Q=KCIA) is C = 0.866
Subarea runoff =      8.550(CFS)
Total initial stream area =        3.800(Ac.)
Pervious area fraction = 0.100
Initial area Fm value =    0.098(In/Hr)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.501 to Point/Station        2.501
**** SUBAREA FLOW ADDITION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Time of concentration =     8.43 min.
Rainfall intensity =      2.598(In/Hr) for a    10.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.866
Subarea runoff =     14.401(CFS) for    6.400(Ac.)
Total runoff =     22.951(CFS)
Effective area this stream =       10.20(Ac.)
Total Study Area (Main Stream No. 2) =      191.59(Ac.)
Area averaged Fm value =    0.098(In/Hr)


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Process from Point/Station        2.501 to Point/Station        2.502
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
________________________________________________________________________
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Upstream point/station elevation =   766.900(Ft.)
Downstream point/station elevation =   759.860(Ft.)
Pipe length  =  1139.32(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =    22.951(CFS)
Nearest computed pipe diameter  =     27.00(In.)
Calculated individual pipe flow  =    22.951(CFS)
Normal flow depth in pipe =   20.86(In.)
Flow top width inside pipe =   22.64(In.)
Critical Depth =   20.12(In.)
Pipe flow velocity =      6.96(Ft/s)
Travel time through pipe =    2.73 min.
Time of concentration (TC) =    11.15 min.


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.502 to Point/Station        2.502
**** SUBAREA FLOW ADDITION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Time of concentration =    11.15 min.
Rainfall intensity =      2.196(In/Hr) for a    10.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.860
Subarea runoff =      5.181(CFS) for    4.700(Ac.)
Total runoff =     28.132(CFS)
Effective area this stream =       14.90(Ac.)
Total Study Area (Main Stream No. 2) =      196.29(Ac.)
Area averaged Fm value =    0.098(In/Hr)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.502 to Point/Station        2.503
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
________________________________________________________________________
Upstream point/station elevation =   759.860(Ft.)
Downstream point/station elevation =   757.060(Ft.)
Pipe length  =   560.70(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =    28.132(CFS)
Nearest computed pipe diameter  =     30.00(In.)
Calculated individual pipe flow  =    28.132(CFS)
Normal flow depth in pipe =   23.81(In.)
Flow top width inside pipe =   24.28(In.)
Critical Depth =   21.70(In.)
Pipe flow velocity =      6.73(Ft/s)
Travel time through pipe =    1.39 min.
Time of concentration (TC) =    12.54 min.
```

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Process from Point/Station        2.503 to Point/Station        2.003
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
______________________________________________________________________________
Upstream point/station elevation =   757.060(Ft.)
Downstream point/station elevation =   754.000(Ft.)
Pipe length  =   616.83(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =    28.132(CFS)
Nearest computed pipe diameter  =     30.00(In.)
Calculated individual pipe flow  =    28.132(CFS)
Normal flow depth in pipe =   23.91(In.)
Flow top width inside pipe =   24.14(In.)
Critical Depth =   21.70(In.)
Pipe flow velocity =      6.71(Ft/s)
Travel time through pipe =    1.53 min.
Time of concentration (TC) =    14.07 min.


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Process from Point/Station        2.003 to Point/Station        2.003
**** CONFLUENCE OF MINOR STREAMS ****
______________________________________________________________________________
Along Main Stream number: 2 in normal stream number 2
Stream flow area =     14.900(Ac.)
Runoff from this stream =     28.132(CFS)
Time of concentration =   14.07 min.
Rainfall intensity =     1.910(In/Hr)
Area averaged loss rate (Fm) =    0.0978(In/Hr)
Area averaged Pervious ratio (Ap) = 0.1000
Summary of stream data:

Stream Flow rate    Area    TC     Fm       Rainfall Intensity
 No.    (CFS)   (Ac.)       (min) (In/Hr)     (In/Hr)


1     96.66    58.855     13.92    0.098      1.923
2     28.13    14.900     14.07    0.098      1.910
Qmax(1) =
           1.000 *    1.000 *    96.659) +
           1.007 *    0.989 *    28.132) + =     124.674
Qmax(2) =
           0.993 *    1.000 *    96.659) +
           1.000 *    1.000 *    28.132) + =     124.099

Total of 2 streams to confluence:
Flow rates before confluence point:
      96.659      28.132
Maximum flow rates at confluence using above data:
      124.674      124.099
```

```
Area of streams before confluence:
       58.855       14.900
Effective area values after confluence:
       73.587       73.755
Results of confluence:
Total flow rate =    124.674(CFS)
Time of concentration =    13.915 min.
Effective stream area after confluence =     73.587(Ac.)
Study area average Pervious fraction(Ap) =  0.100
Study area average soil loss rate(Fm) =    0.098(In/Hr)
Study area total (this main stream) =      73.76(Ac.)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.003 to Point/Station        2.004
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
________________________________________________________________________
Upstream point/station elevation =   754.000(Ft.)
Downstream point/station elevation =   744.250(Ft.)
Pipe length  =  1083.36(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =   124.674(CFS)
Nearest computed pipe diameter  =     48.00(In.)
Calculated individual pipe flow  =   124.674(CFS)
Normal flow depth in pipe =   36.09(In.)
Flow top width inside pipe =   41.46(In.)
Critical Depth =   40.24(In.)
Pipe flow velocity =     12.30(Ft/s)
Travel time through pipe =    1.47 min.
Time of concentration (TC) =    15.38 min.


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Process from Point/Station        2.004 to Point/Station        2.004
**** SUBAREA FLOW ADDITION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Time of concentration =    15.38 min.
Rainfall intensity =      1.810(In/Hr) for a    10.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.851
Subarea runoff =      1.610(CFS) for    8.350(Ac.)
Total runoff =    126.284(CFS)
Effective area this stream =       81.94(Ac.)
Total Study Area (Main Stream No. 2) =      204.64(Ac.)
Area averaged Fm value =    0.098(In/Hr)
```

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++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.004 to Point/Station        1.008
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
______________________________________________________________________________
Upstream point/station elevation =   744.250(Ft.)
Downstream point/station elevation =   716.130(Ft.)
Pipe length  =    46.30(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =   126.284(CFS)
Nearest computed pipe diameter  =     24.00(In.)
Calculated individual pipe flow  =   126.284(CFS)
Normal flow depth in pipe =   15.02(In.)
Flow top width inside pipe =   23.23(In.)
Critical depth could not be calculated.
Pipe flow velocity =     61.01(Ft/s)
Travel time through pipe =    0.01 min.
Time of concentration (TC) =    15.40 min.


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.008 to Point/Station        1.008
**** CONFLUENCE OF MAIN STREAMS ****
______________________________________________________________________________
The following data inside Main Stream is listed:
In Main Stream number: 2
Stream flow area =     81.937(Ac.)
Runoff from this stream =    126.284(CFS)
Time of concentration =   15.40 min.
Rainfall intensity =     1.809(In/Hr)
Area averaged loss rate (Fm) =    0.0978(In/Hr)
Area averaged Pervious ratio (Ap) = 0.1000
Summary of stream data:

Stream Flow rate    Area    TC     Fm       Rainfall Intensity
 No.    (CFS)   (Ac.)       (min) (In/Hr)     (In/Hr)


1    102.33    77.448     11.55    0.838      2.150
2    126.28    81.937     15.40    0.098      1.809
Qmax(1) =
           1.000 *    1.000 *   102.331) +
           1.199 *    0.750 *   126.284) + =     215.916
Qmax(2) =
           0.740 *    1.000 *   102.331) +
           1.000 *    1.000 *   126.284) + =     202.054

Total of 2 main streams to confluence:
Flow rates before confluence point:
     103.331     127.284
Maximum flow rates at confluence using above data:
      215.916      202.054
```

```
Area of streams before confluence:
       77.448       81.937
Effective area values after confluence:
      138.913      159.385


Results of confluence:
Total flow rate =    215.916(CFS)
Time of concentration =    11.550 min.
Effective stream area after confluence  =    138.913(Ac.)
Study area average Pervious fraction(Ap) =  0.468
Study area average soil loss rate(Fm) =    0.457(In/Hr)
Study area total =     159.38(Ac.)


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Process from Point/Station        1.008 to Point/Station        1.009
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
________________________________________________________________________
Upstream point/station elevation =   716.130(Ft.)
Downstream point/station elevation =   715.440(Ft.)
Pipe length  =   132.26(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =   215.916(CFS)
Nearest computed pipe diameter  =     66.00(In.)
Calculated individual pipe flow  =   215.916(CFS)
Normal flow depth in pipe =   48.47(In.)
Flow top width inside pipe =   58.30(In.)
Critical Depth =   49.35(In.)
Pipe flow velocity =     11.54(Ft/s)
Travel time through pipe =    0.19 min.
Time of concentration (TC) =    11.74 min.
End of computations, Total Study Area =          204.64 (Ac.)
The following figures may
be used for a unit hydrograph study of the same area.
Note: These figures do not consider reduced effective area
effects caused by confluences in the rational equation.

Area averaged pervious area fraction(Ap) = 0.553
Area averaged SCS curve number =  32.0
```

A.3 – 25-YEAR HYDROLOGY MODEL

San Bernardino County Rational Hydrology Program

(Hydrology Manual Date - August 1986)

CIVILCADD/CIVILDESIGN Engineering Software, (c) 1989-2019 Version 9.1
Rational Hydrology Study Date: 05/16/24

ORSC HYDROLOGY & HYDRAULICS
PROPOSED CONDITIONS
25-YEAR STORM EVENT

Program License Serial Number 6639

********* Hydrology Study Control Information **********

Rational hydrology study storm event year is 25.0
10 Year storm 1 hour rainfall = 0.800(In.)
100 Year storm 1 hour rainfall = 1.200(In.)
Computed rainfall intensity:
Storm year = 25.00 1 hour rainfall = 0.959 (In.)
Slope used for rainfall intensity curve b = 0.6000
Soil antecedent moisture condition (AMC) = 2

++
Process from Point/Station 1.000 to Point/Station 1.001
**** INITIAL AREA EVALUATION ****

Soil classification AP and SCS values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2) = 32.00
Pervious ratio(Ap) = 0.8500 Max loss rate(Fm)= 0.831(In/Hr)
Initial subarea data:
Initial area flow distance = 672.260(Ft.)
Top (of initial area) elevation = 750.000(Ft.)
Bottom (of initial area) elevation = 744.440(Ft.)
Difference in elevation = 5.560(Ft.)
Slope = 0.00827 s(%)= 0.83
TC = k(0.484)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration = 17.079 min.
Rainfall intensity = 2.039(In/Hr) for a 25.0 year storm
Effective runoff coefficient used for area (Q=KCIA) is C = 0.533
Subarea runoff = 2.630(CFS)
Total initial stream area = 2.420(Ac.)

```
Pervious area fraction = 0.850
Initial area Fm value =    0.831(In/Hr)


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Process from Point/Station        1.001 to Point/Station        1.001
**** SUBAREA FLOW ADDITION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.0100     Max loss rate(Fm)=     0.010(In/Hr)
Time of concentration =    17.08 min.
Rainfall intensity =      2.039(In/Hr) for a    25.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.640
Subarea runoff =      1.844(CFS) for    1.010(Ac.)
Total runoff =      4.474(CFS)
Effective area this stream =        3.43(Ac.)
Total Study Area (Main Stream No. 1) =        3.43(Ac.)
Area averaged Fm value =    0.589(In/Hr)


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Process from Point/Station        1.001 to Point/Station        1.002
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
________________________________________________________________________
Upstream point/station elevation =   744.440(Ft.)
Downstream point/station elevation =   739.410(Ft.)
Pipe length  =   466.03(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =     4.474(CFS)
Nearest computed pipe diameter  =     15.00(In.)
Calculated individual pipe flow  =     4.474(CFS)
Normal flow depth in pipe =    8.95(In.)
Flow top width inside pipe =   14.72(In.)
Critical Depth =   10.28(In.)
Pipe flow velocity =      5.85(Ft/s)
Travel time through pipe =    1.33 min.
Time of concentration (TC) =    18.41 min.


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.002 to Point/Station        1.002
**** SUBAREA FLOW ADDITION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.8500     Max loss rate(Fm)=     0.831(In/Hr)
Time of concentration =    18.41 min.
```

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Rainfall intensity =      1.949(In/Hr) for a    25.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.586
Subarea runoff =      1.806(CFS) for    2.070(Ac.)
Total runoff =      6.280(CFS)
Effective area this stream =        5.50(Ac.)
Total Study Area (Main Stream No. 1) =        5.50(Ac.)
Area averaged Fm value =    0.680(In/Hr)


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Process from Point/Station        1.002 to Point/Station        1.003
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
________________________________________________________________________
Upstream point/station elevation =   739.410(Ft.)
Downstream point/station elevation =   736.150(Ft.)
Pipe length  =   829.94(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =     6.280(CFS)
Nearest computed pipe diameter  =     18.00(In.)
Calculated individual pipe flow  =     6.280(CFS)
Normal flow depth in pipe =   14.06(In.)
Flow top width inside pipe =   14.88(In.)
Critical Depth =   11.63(In.)
Pipe flow velocity =      4.24(Ft/s)
Travel time through pipe =    3.26 min.
Time of concentration (TC) =    21.67 min.


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.003 to Point/Station        1.003
**** SUBAREA FLOW ADDITION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.8500     Max loss rate(Fm)=     0.831(In/Hr)
Time of concentration =    21.67 min.
Rainfall intensity =      1.767(In/Hr) for a    25.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.526
Subarea runoff =      1.695(CFS) for    3.080(Ac.)
Total runoff =      7.976(CFS)
Effective area this stream =        8.58(Ac.)
Total Study Area (Main Stream No. 1) =        8.58(Ac.)
Area averaged Fm value =    0.734(In/Hr)


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Process from Point/Station        1.003 to Point/Station        1.003
**** CONFLUENCE OF MINOR STREAMS ****
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```
Along Main Stream number: 1 in normal stream number 1
Stream flow area =      8.580(Ac.)
Runoff from this stream =      7.976(CFS)
Time of concentration =   21.67 min.
Rainfall intensity =     1.767(In/Hr)
Area averaged loss rate (Fm) =    0.7345(In/Hr)
Area averaged Pervious ratio (Ap) = 0.7511


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Process from Point/Station        1.100 to Point/Station        1.110
**** INITIAL AREA EVALUATION ****
------------------------------------------------------------------------
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.8500     Max loss rate(Fm)=     0.831(In/Hr)
Initial subarea data:
Initial area flow distance =   261.290(Ft.)
Top (of initial area) elevation =   749.020(Ft.)
Bottom (of initial area) elevation =   747.710(Ft.)
Difference in elevation =     1.310(Ft.)
Slope =    0.00501  s(%)=       0.50
TC = k(0.484)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration =   12.935 min.
Rainfall intensity =      2.408(In/Hr) for a    25.0 year storm
Effective runoff coefficient used for area (Q=KCIA) is C = 0.589
Subarea runoff =      7.382(CFS)
Total initial stream area =        5.200(Ac.)
Pervious area fraction = 0.850
Initial area Fm value =    0.831(In/Hr)


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Process from Point/Station        1.110 to Point/Station        1.003
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
------------------------------------------------------------------------
Upstream point/station elevation =   747.710(Ft.)
Downstream point/station elevation =   736.150(Ft.)
Pipe length  =  1096.21(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =     7.382(CFS)
Nearest computed pipe diameter  =     18.00(In.)
Calculated individual pipe flow  =     7.382(CFS)
Normal flow depth in pipe =   10.93(In.)
Flow top width inside pipe =   17.58(In.)
Critical Depth =   12.63(In.)
Pipe flow velocity =      6.57(Ft/s)
Travel time through pipe =    2.78 min.
Time of concentration (TC) =    15.71 min.
```

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Process from Point/Station        1.003 to Point/Station        1.003
**** SUBAREA FLOW ADDITION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.9000     Max loss rate(Fm)=     0.880(In/Hr)
Time of concentration =    15.71 min.
Rainfall intensity =      2.143(In/Hr) for a    25.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.533
Subarea runoff =     41.153(CFS) for   37.300(Ac.)
Total runoff =     48.535(CFS)
Effective area this stream =       42.50(Ac.)
Total Study Area (Main Stream No. 1) =       51.08(Ac.)
Area averaged Fm value =    0.874(In/Hr)


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Process from Point/Station        1.003 to Point/Station        1.003
**** CONFLUENCE OF MINOR STREAMS ****
________________________________________________________________________
Along Main Stream number: 1 in normal stream number 2
Stream flow area =     42.500(Ac.)
Runoff from this stream =     48.535(CFS)
Time of concentration =   15.71 min.
Rainfall intensity =     2.143(In/Hr)
Area averaged loss rate (Fm) =    0.8740(In/Hr)
Area averaged Pervious ratio (Ap) = 0.8939
Summary of stream data:

Stream Flow rate    Area    TC     Fm       Rainfall Intensity
 No.    (CFS)   (Ac.)       (min) (In/Hr)     (In/Hr)


1      7.98     8.580     21.67    0.734      1.767
2     48.54    42.500     15.71    0.874      2.143
Qmax(1) =
           1.000 *    1.000 *     7.976) +
           0.704 *    1.000 *    48.535) + =      42.143
Qmax(2) =
           1.364 *    0.725 *     7.976) +
           1.000 *    1.000 *    48.535) + =      56.423

Total of 2 streams to confluence:
Flow rates before confluence point:
       7.976      48.535
```

```
Maximum flow rates at confluence using above data:
       42.143       56.423
Area of streams before confluence:
        8.580       42.500
Effective area values after confluence:
       51.080       48.723
Results of confluence:
Total flow rate =     56.423(CFS)
Time of concentration =    15.714 min.
Effective stream area after confluence =     48.723(Ac.)
Study area average Pervious fraction(Ap) =  0.870
Study area average soil loss rate(Fm) =    0.851(In/Hr)
Study area total (this main stream) =      51.08(Ac.)


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Process from Point/Station        1.003 to Point/Station        1.004
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
________________________________________________________________________
Upstream point/station elevation =   736.150(Ft.)
Downstream point/station elevation =   728.980(Ft.)
Pipe length  =   687.24(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =    56.423(CFS)
Nearest computed pipe diameter  =     36.00(In.)
Calculated individual pipe flow  =    56.423(CFS)
Normal flow depth in pipe =   24.98(In.)
Flow top width inside pipe =   33.18(In.)
Critical Depth =   29.22(In.)
Pipe flow velocity =     10.77(Ft/s)
Travel time through pipe =    1.06 min.
Time of concentration (TC) =    16.78 min.


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Process from Point/Station        1.004 to Point/Station        1.004
**** SUBAREA FLOW ADDITION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.8500     Max loss rate(Fm)=     0.831(In/Hr)
The area added to the existing stream causes a
a lower flow rate of Q =     55.329(CFS)
therefore the upstream flow rate of Q =     56.423(CFS) is being used
Time of concentration =    16.78 min.
Rainfall intensity =      2.060(In/Hr) for a    25.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.529
Subarea runoff =      0.000(CFS) for    2.060(Ac.)
Total runoff =     56.423(CFS)
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Effective area this stream =       50.78(Ac.)
Total Study Area (Main Stream No. 1) =       53.14(Ac.)
Area averaged Fm value =    0.850(In/Hr)


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Process from Point/Station        1.004 to Point/Station        1.005
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
________________________________________________________________________
Upstream point/station elevation =   728.980(Ft.)
Downstream point/station elevation =   724.170(Ft.)
Pipe length  =   456.65(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =    56.423(CFS)
Nearest computed pipe diameter  =     36.00(In.)
Calculated individual pipe flow  =    56.423(CFS)
Normal flow depth in pipe =   24.89(In.)
Flow top width inside pipe =   33.26(In.)
Critical Depth =   29.22(In.)
Pipe flow velocity =     10.81(Ft/s)
Travel time through pipe =    0.70 min.
Time of concentration (TC) =    17.48 min.


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Process from Point/Station        1.005 to Point/Station        1.005
**** SUBAREA FLOW ADDITION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.8500     Max loss rate(Fm)=     0.831(In/Hr)
The area added to the existing stream causes a
a lower flow rate of Q =     54.649(CFS)
therefore the upstream flow rate of Q =     56.423(CFS) is being used
Time of concentration =    17.48 min.
Rainfall intensity =      2.010(In/Hr) for a    25.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.520
Subarea runoff =      0.000(CFS) for    1.520(Ac.)
Total runoff =     56.423(CFS)
Effective area this stream =       52.30(Ac.)
Total Study Area (Main Stream No. 1) =       54.66(Ac.)
Area averaged Fm value =    0.849(In/Hr)


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Process from Point/Station        1.005 to Point/Station        1.006
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
________________________________________________________________________
Upstream point/station elevation =   724.170(Ft.)
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Downstream point/station elevation =   720.970(Ft.)
Pipe length  =  1020.52(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =    56.423(CFS)
Nearest computed pipe diameter  =     45.00(In.)
Calculated individual pipe flow  =    56.423(CFS)
Normal flow depth in pipe =   31.41(In.)
Flow top width inside pipe =   41.32(In.)
Critical Depth =   27.67(In.)
Pipe flow velocity =      6.86(Ft/s)
Travel time through pipe =    2.48 min.
Time of concentration (TC) =    19.96 min.


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Process from Point/Station        1.006 to Point/Station        1.006
**** SUBAREA FLOW ADDITION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.8500     Max loss rate(Fm)=     0.831(In/Hr)
The area added to the existing stream causes a
a lower flow rate of Q =     49.801(CFS)
therefore the upstream flow rate of Q =     56.423(CFS) is being used
Time of concentration =    19.96 min.
Rainfall intensity =      1.856(In/Hr) for a    25.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.489
Subarea runoff =      0.000(CFS) for    2.590(Ac.)
Total runoff =     56.423(CFS)
Effective area this stream =       54.89(Ac.)
Total Study Area (Main Stream No. 1) =       57.25(Ac.)
Area averaged Fm value =    0.848(In/Hr)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.006 to Point/Station        1.006
**** CONFLUENCE OF MINOR STREAMS ****
________________________________________________________________________
Along Main Stream number: 1 in normal stream number 1
Stream flow area =     54.893(Ac.)
Runoff from this stream =     56.423(CFS)
Time of concentration =   19.96 min.
Rainfall intensity =     1.856(In/Hr)
Area averaged loss rate (Fm) =    0.8484(In/Hr)
Area averaged Pervious ratio (Ap) = 0.8677


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Process from Point/Station        1.200 to Point/Station        1.201
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**** INITIAL AREA EVALUATION ****
_____________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.8500     Max loss rate(Fm)=     0.831(In/Hr)
Initial subarea data:
Initial area flow distance =   171.480(Ft.)
Top (of initial area) elevation =   750.740(Ft.)
Bottom (of initial area) elevation =   749.880(Ft.)
Difference in elevation =     0.860(Ft.)
Slope =    0.00502  s(%)=       0.50
TC = k(0.484)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration =   10.929 min.
Rainfall intensity =      2.665(In/Hr) for a    25.0 year storm
Effective runoff coefficient used for area (Q=KCIA) is C = 0.619
Subarea runoff =      5.462(CFS)
Total initial stream area =        3.310(Ac.)
Pervious area fraction = 0.850
Initial area Fm value =    0.831(In/Hr)


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Process from Point/Station        1.201 to Point/Station        1.006
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
_____________________________________________________________________
Upstream point/station elevation =   749.880(Ft.)
Downstream point/station elevation =   720.970(Ft.)
Pipe length  =   821.99(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =     5.462(CFS)
Nearest computed pipe diameter  =     12.00(In.)
Calculated individual pipe flow  =     5.462(CFS)
Normal flow depth in pipe =    8.25(In.)
Flow top width inside pipe =   11.12(In.)
Critical Depth =   11.25(In.)
Pipe flow velocity =      9.49(Ft/s)
Travel time through pipe =    1.44 min.
Time of concentration (TC) =    12.37 min.


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Process from Point/Station        1.006 to Point/Station        1.006
**** SUBAREA FLOW ADDITION ****
_____________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.8500     Max loss rate(Fm)=     0.831(In/Hr)
Time of concentration =    12.37 min.
Rainfall intensity =      2.473(In/Hr) for a    25.0 year storm
```

```
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.598
Subarea runoff =     27.056(CFS) for   18.690(Ac.)
Total runoff =     32.519(CFS)
Effective area this stream =       22.00(Ac.)
Total Study Area (Main Stream No. 1) =       79.25(Ac.)
Area averaged Fm value =    0.831(In/Hr)


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Process from Point/Station        1.006 to Point/Station        1.006
**** CONFLUENCE OF MINOR STREAMS ****
________________________________________________________________________
Along Main Stream number: 1 in normal stream number 2
Stream flow area =     22.000(Ac.)
Runoff from this stream =     32.519(CFS)
Time of concentration =   12.37 min.
Rainfall intensity =     2.473(In/Hr)
Area averaged loss rate (Fm) =    0.8311(In/Hr)
Area averaged Pervious ratio (Ap) = 0.8500
Summary of stream data:

Stream Flow rate    Area    TC     Fm       Rainfall Intensity
 No.    (CFS)   (Ac.)       (min) (In/Hr)     (In/Hr)


1     56.42    54.893     19.96    0.848      1.856
2     32.52    22.000     12.37    0.831      2.473
Qmax(1) =
           1.000 *    1.000 *    56.423) +
           0.624 *    1.000 *    32.519) + =      76.725
Qmax(2) =
           1.612 *    0.620 *    56.423) +
           1.000 *    1.000 *    32.519) + =      88.901

Total of 2 streams to confluence:
Flow rates before confluence point:
      56.423      32.519
Maximum flow rates at confluence using above data:
       76.725       88.901
Area of streams before confluence:
       54.893       22.000
Effective area values after confluence:
       76.893       56.026
Results of confluence:
Total flow rate =     88.901(CFS)
Time of concentration =    12.373 min.
Effective stream area after confluence =     56.026(Ac.)
Study area average Pervious fraction(Ap) =  0.863
Study area average soil loss rate(Fm) =    0.843(In/Hr)
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Study area total (this main stream) =      76.89(Ac.)


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Process from Point/Station        1.006 to Point/Station        1.007
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
________________________________________________________________________
Upstream point/station elevation =   720.970(Ft.)
Downstream point/station elevation =   716.610(Ft.)
Pipe length  =  1002.81(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =    88.901(CFS)
Nearest computed pipe diameter  =     48.00(In.)
Calculated individual pipe flow  =    88.901(CFS)
Normal flow depth in pipe =   36.94(In.)
Flow top width inside pipe =   40.43(In.)
Critical Depth =   34.31(In.)
Pipe flow velocity =      8.57(Ft/s)
Travel time through pipe =    1.95 min.
Time of concentration (TC) =    14.32 min.


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Process from Point/Station        1.007 to Point/Station        1.007
**** SUBAREA FLOW ADDITION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.8500     Max loss rate(Fm)=     0.831(In/Hr)
The area added to the existing stream causes a
a lower flow rate of Q =     74.996(CFS)
therefore the upstream flow rate of Q =     88.901(CFS) is being used
Time of concentration =    14.32 min.
Rainfall intensity =      2.266(In/Hr) for a    25.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.565
Subarea runoff =      0.000(CFS) for    2.550(Ac.)
Total runoff =     88.901(CFS)
Effective area this stream =       58.58(Ac.)
Total Study Area (Main Stream No. 1) =       81.80(Ac.)
Area averaged Fm value =    0.843(In/Hr)


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Process from Point/Station        1.007 to Point/Station        1.007
**** CONFLUENCE OF MINOR STREAMS ****
________________________________________________________________________
Along Main Stream number: 1 in normal stream number 1
Stream flow area =     58.576(Ac.)
Runoff from this stream =     88.901(CFS)
```

```
Time of concentration =   14.32 min.
Rainfall intensity =     2.266(In/Hr)
Area averaged loss rate (Fm) =    0.8429(In/Hr)
Area averaged Pervious ratio (Ap) = 0.8621


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Process from Point/Station        1.300 to Point/Station        1.301
**** INITIAL AREA EVALUATION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.8500     Max loss rate(Fm)=     0.831(In/Hr)
Initial subarea data:
Initial area flow distance =    67.280(Ft.)
Top (of initial area) elevation =   750.300(Ft.)
Bottom (of initial area) elevation =   749.960(Ft.)
Difference in elevation =     0.340(Ft.)
Slope =    0.00505  s(%)=       0.51
TC = k(0.484)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration =    7.506 min.
Rainfall intensity =      3.339(In/Hr) for a    25.0 year storm
Effective runoff coefficient used for area (Q=KCIA) is C = 0.676
Subarea runoff =      5.845(CFS)
Total initial stream area =        2.590(Ac.)
Pervious area fraction = 0.850
Initial area Fm value =    0.831(In/Hr)


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Process from Point/Station        1.301 to Point/Station        1.007
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
________________________________________________________________________
Upstream point/station elevation =   749.960(Ft.)
Downstream point/station elevation =   716.610(Ft.)
Pipe length  =   972.89(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =     5.845(CFS)
Nearest computed pipe diameter  =     12.00(In.)
Calculated individual pipe flow  =     5.845(CFS)
Normal flow depth in pipe =    8.79(In.)
Flow top width inside pipe =   10.62(In.)
Critical depth could not be calculated.
Pipe flow velocity =      9.49(Ft/s)
Travel time through pipe =    1.71 min.
Time of concentration (TC) =     9.21 min.


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Process from Point/Station        1.007 to Point/Station        1.007
```

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**** SUBAREA FLOW ADDITION ****
_____________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.8500     Max loss rate(Fm)=     0.831(In/Hr)
Time of concentration =     9.21 min.
Rainfall intensity =      2.952(In/Hr) for a    25.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.647
Subarea runoff =     39.581(CFS) for   21.210(Ac.)
Total runoff =     45.426(CFS)
Effective area this stream =       23.80(Ac.)
Total Study Area (Main Stream No. 1) =      105.60(Ac.)
Area averaged Fm value =    0.831(In/Hr)


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Process from Point/Station        1.007 to Point/Station        1.007
**** CONFLUENCE OF MINOR STREAMS ****
_____________________________________________________________________
Along Main Stream number: 1 in normal stream number 2
Stream flow area =     23.800(Ac.)
Runoff from this stream =     45.426(CFS)
Time of concentration =    9.21 min.
Rainfall intensity =     2.952(In/Hr)
Area averaged loss rate (Fm) =    0.8311(In/Hr)
Area averaged Pervious ratio (Ap) = 0.8500
Summary of stream data:

Stream Flow rate    Area    TC     Fm       Rainfall Intensity
 No.    (CFS)   (Ac.)       (min) (In/Hr)     (In/Hr)


1     88.90    58.576     14.32    0.843      2.266
2     45.43    23.800      9.21    0.831      2.952
Qmax(1) =
           1.000 *    1.000 *    88.901) +
           0.676 *    1.000 *    45.426) + =     119.625
Qmax(2) =
           1.482 *    0.643 *    88.901) +
           1.000 *    1.000 *    45.426) + =     130.216

Total of 2 streams to confluence:
Flow rates before confluence point:
      88.901      45.426
Maximum flow rates at confluence using above data:
      119.625      130.216
Area of streams before confluence:
       58.576       23.800
```

```
Effective area values after confluence:
       82.376       61.485
Results of confluence:
Total flow rate =    130.216(CFS)
Time of concentration =     9.215 min.
Effective stream area after confluence =     61.485(Ac.)
Study area average Pervious fraction(Ap) =  0.859
Study area average soil loss rate(Fm) =    0.840(In/Hr)
Study area total (this main stream) =      82.38(Ac.)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.007 to Point/Station        1.008
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
______________________________________________________________________________
Upstream point/station elevation =   716.610(Ft.)
Downstream point/station elevation =   716.130(Ft.)
Pipe length  =   623.01(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =   130.216(CFS)
Nearest computed pipe diameter  =     75.00(In.)
Calculated individual pipe flow  =   130.216(CFS)
Normal flow depth in pipe =   61.03(In.)
Flow top width inside pipe =   58.40(In.)
Critical Depth =   36.62(In.)
Pipe flow velocity =      4.87(Ft/s)
Travel time through pipe =    2.13 min.
Time of concentration (TC) =    11.35 min.


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.008 to Point/Station        1.008
**** SUBAREA FLOW ADDITION ****
______________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.8500     Max loss rate(Fm)=     0.831(In/Hr)
The area added to the existing stream causes a
a lower flow rate of Q =    124.381(CFS)
therefore the upstream flow rate of Q =    130.216(CFS) is being used
Time of concentration =    11.35 min.
Rainfall intensity =      2.605(In/Hr) for a    25.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.611
Subarea runoff =      0.000(CFS) for   16.700(Ac.)
Total runoff =    130.216(CFS)
Effective area this stream =       78.18(Ac.)
Total Study Area (Main Stream No. 1) =      122.30(Ac.)
Area averaged Fm value =    0.838(In/Hr)
```

```
++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.008 to Point/Station        1.008
**** CONFLUENCE OF MAIN STREAMS ****
________________________________________________________________________
The following data inside Main Stream is listed:
In Main Stream number: 1
Stream flow area =     78.185(Ac.)
Runoff from this stream =    130.216(CFS)
Time of concentration =   11.35 min.
Rainfall intensity =     2.605(In/Hr)
Area averaged loss rate (Fm) =    0.8377(In/Hr)
Area averaged Pervious ratio (Ap) = 0.8567
Program is now starting with Main Stream No. 2


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.000 to Point/Station        2.001
**** INITIAL AREA EVALUATION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Initial subarea data:
Initial area flow distance =   660.350(Ft.)
Top (of initial area) elevation =   768.710(Ft.)
Bottom (of initial area) elevation =   760.300(Ft.)
Difference in elevation =     8.410(Ft.)
Slope =    0.01274  s(%)=       1.27
TC = k(0.299)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration =    9.612 min.
Rainfall intensity =      2.878(In/Hr) for a    25.0 year storm
Effective runoff coefficient used for area (Q=KCIA) is C = 0.869
Subarea runoff =      1.451(CFS)
Total initial stream area =        0.580(Ac.)
Pervious area fraction = 0.100
Initial area Fm value =    0.098(In/Hr)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.001 to Point/Station        2.001
**** SUBAREA FLOW ADDITION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Time of concentration =     9.61 min.
Rainfall intensity =      2.878(In/Hr) for a    25.0 year storm
```

```
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.869
Subarea runoff =     11.936(CFS) for    4.770(Ac.)
Total runoff =     13.387(CFS)
Effective area this stream =        5.35(Ac.)
Total Study Area (Main Stream No. 2) =      127.65(Ac.)
Area averaged Fm value =    0.098(In/Hr)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.001 to Point/Station        2.001
**** CONFLUENCE OF MINOR STREAMS ****
________________________________________________________________________
Along Main Stream number: 2 in normal stream number 1
Stream flow area =      5.350(Ac.)
Runoff from this stream =     13.387(CFS)
Time of concentration =    9.61 min.
Rainfall intensity =     2.878(In/Hr)
Area averaged loss rate (Fm) =    0.0978(In/Hr)
Area averaged Pervious ratio (Ap) = 0.1000


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.100 to Point/Station        2.101
**** INITIAL AREA EVALUATION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Initial subarea data:
Initial area flow distance =   402.250(Ft.)
Top (of initial area) elevation =   769.050(Ft.)
Bottom (of initial area) elevation =   767.100(Ft.)
Difference in elevation =     1.950(Ft.)
Slope =    0.00485  s(%)=       0.48
TC = k(0.299)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration =    9.563 min.
Rainfall intensity =      2.887(In/Hr) for a    25.0 year storm
Effective runoff coefficient used for area (Q=KCIA) is C = 0.870
Subarea runoff =      2.786(CFS)
Total initial stream area =        1.110(Ac.)
Pervious area fraction = 0.100
Initial area Fm value =    0.098(In/Hr)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.101 to Point/Station        2.101
**** SUBAREA FLOW ADDITION ****
________________________________________________________________________
```

```
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Time of concentration =     9.56 min.
Rainfall intensity =      2.887(In/Hr) for a    25.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.870
Subarea runoff =     10.970(CFS) for    4.370(Ac.)
Total runoff =     13.756(CFS)
Effective area this stream =        5.48(Ac.)
Total Study Area (Main Stream No. 2) =      133.13(Ac.)
Area averaged Fm value =    0.098(In/Hr)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.101 to Point/Station        2.102
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
________________________________________________________________________
Upstream point/station elevation =   767.100(Ft.)
Downstream point/station elevation =   763.230(Ft.)
Pipe length  =   599.32(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =    13.756(CFS)
Nearest computed pipe diameter  =     24.00(In.)
Calculated individual pipe flow  =    13.756(CFS)
Normal flow depth in pipe =   15.61(In.)
Flow top width inside pipe =   22.89(In.)
Critical Depth =   16.03(In.)
Pipe flow velocity =      6.36(Ft/s)
Travel time through pipe =    1.57 min.
Time of concentration (TC) =    11.13 min.


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.102 to Point/Station        2.102
**** SUBAREA FLOW ADDITION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Time of concentration =    11.13 min.
Rainfall intensity =      2.635(In/Hr) for a    25.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.867
Subarea runoff =      5.039(CFS) for    2.750(Ac.)
Total runoff =     18.795(CFS)
Effective area this stream =        8.23(Ac.)
Total Study Area (Main Stream No. 2) =      135.88(Ac.)
Area averaged Fm value =    0.098(In/Hr)
```

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++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.102 to Point/Station        2.103
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
______________________________________________________________________________
Upstream point/station elevation =   763.230(Ft.)
Downstream point/station elevation =   761.620(Ft.)
Pipe length  =   323.10(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =    18.795(CFS)
Nearest computed pipe diameter  =     27.00(In.)
Calculated individual pipe flow  =    18.795(CFS)
Normal flow depth in pipe =   19.29(In.)
Flow top width inside pipe =   24.39(In.)
Critical Depth =   18.20(In.)
Pipe flow velocity =      6.18(Ft/s)
Travel time through pipe =    0.87 min.
Time of concentration (TC) =    12.00 min.


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Process from Point/Station        2.103 to Point/Station        2.103
**** SUBAREA FLOW ADDITION ****
______________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Time of concentration =    12.00 min.
Rainfall intensity =      2.519(In/Hr) for a    25.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.865
Subarea runoff =     17.702(CFS) for    8.520(Ac.)
Total runoff =     36.497(CFS)
Effective area this stream =       16.75(Ac.)
Total Study Area (Main Stream No. 2) =      144.40(Ac.)
Area averaged Fm value =    0.098(In/Hr)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.103 to Point/Station        2.001
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
______________________________________________________________________________
Upstream point/station elevation =   761.620(Ft.)
Downstream point/station elevation =   760.300(Ft.)
Pipe length  =   107.08(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =    36.497(CFS)
Nearest computed pipe diameter  =     30.00(In.)
Calculated individual pipe flow  =    36.497(CFS)
Normal flow depth in pipe =   20.32(In.)
```

```
Flow top width inside pipe =   28.05(In.)
Critical Depth =   24.56(In.)
Pipe flow velocity =     10.31(Ft/s)
Travel time through pipe =    0.17 min.
Time of concentration (TC) =    12.18 min.


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.001 to Point/Station        2.001
**** CONFLUENCE OF MINOR STREAMS ****
________________________________________________________________________
Along Main Stream number: 2 in normal stream number 2
Stream flow area =     16.750(Ac.)
Runoff from this stream =     36.497(CFS)
Time of concentration =   12.18 min.
Rainfall intensity =     2.497(In/Hr)
Area averaged loss rate (Fm) =    0.0978(In/Hr)
Area averaged Pervious ratio (Ap) = 0.1000


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.200 to Point/Station        2.001
**** INITIAL AREA EVALUATION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Initial subarea data:
Initial area flow distance =    81.220(Ft.)
Top (of initial area) elevation =   761.110(Ft.)
Bottom (of initial area) elevation =   760.300(Ft.)
Difference in elevation =     0.810(Ft.)
Slope =    0.00997  s(%)=       1.00
TC = k(0.299)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration =    4.365 min.
Rainfall intensity =      4.622(In/Hr) for a    25.0 year storm
Effective runoff coefficient used for area (Q=KCIA) is C = 0.881
Subarea runoff =      2.402(CFS)
Total initial stream area =        0.590(Ac.)
Pervious area fraction = 0.100
Initial area Fm value =    0.098(In/Hr)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.001 to Point/Station        2.001
**** CONFLUENCE OF MINOR STREAMS ****
________________________________________________________________________
Along Main Stream number: 2 in normal stream number 3
Stream flow area =      0.590(Ac.)
```

```
Runoff from this stream =      2.402(CFS)
Time of concentration =    4.37 min.
Rainfall intensity =     4.622(In/Hr)
Area averaged loss rate (Fm) =    0.0978(In/Hr)
Area averaged Pervious ratio (Ap) = 0.1000
Summary of stream data:

Stream Flow rate    Area    TC     Fm       Rainfall Intensity
 No.    (CFS)   (Ac.)       (min) (In/Hr)     (In/Hr)


1     13.39     5.350      9.61    0.098      2.878
2     36.50    16.750     12.18    0.098      2.497
3      2.40     0.590      4.37    0.098      4.622
Qmax(1) =
           1.000 *    1.000 *    13.387) +
           1.159 *    0.789 *    36.497) +
           0.615 *    1.000 *     2.402) + =      48.244
Qmax(2) =
           0.863 *    1.000 *    13.387) +
           1.000 *    1.000 *    36.497) +
           0.530 *    1.000 *     2.402) + =      49.324
Qmax(3) =
           1.627 *    0.454 *    13.387) +
           1.885 *    0.358 *    36.497) +
           1.000 *    1.000 *     2.402) + =      36.960

Total of 3 streams to confluence:
Flow rates before confluence point:
      13.387      36.497       2.402
Maximum flow rates at confluence using above data:
       48.244       49.324       36.960
Area of streams before confluence:
        5.350       16.750        0.590
Effective area values after confluence:
       19.161       22.690        9.024
Results of confluence:
Total flow rate =     49.324(CFS)
Time of concentration =    12.177 min.
Effective stream area after confluence =     22.690(Ac.)
Study area average Pervious fraction(Ap) =  0.100
Study area average soil loss rate(Fm) =    0.098(In/Hr)
Study area total (this main stream) =      22.69(Ac.)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.001 to Point/Station        2.002
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
______________________________________________________________________________
Upstream point/station elevation =   760.300(Ft.)
```

```
Downstream point/station elevation =   755.350(Ft.)
Pipe length  =   642.08(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =    49.324(CFS)
Nearest computed pipe diameter  =     36.00(In.)
Calculated individual pipe flow  =    49.324(CFS)
Normal flow depth in pipe =   25.31(In.)
Flow top width inside pipe =   32.90(In.)
Critical Depth =   27.42(In.)
Pipe flow velocity =      9.29(Ft/s)
Travel time through pipe =    1.15 min.
Time of concentration (TC) =    13.33 min.


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.001 to Point/Station        2.002
**** SUBAREA FLOW ADDITION ****
______________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Time of concentration =    13.33 min.
Rainfall intensity =      2.365(In/Hr) for a    25.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.863
Subarea runoff =      5.084(CFS) for    3.970(Ac.)
Total runoff =     54.409(CFS)
Effective area this stream =       26.66(Ac.)
Total Study Area (Main Stream No. 2) =      148.96(Ac.)
Area averaged Fm value =    0.098(In/Hr)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.002 to Point/Station        2.002
**** CONFLUENCE OF MINOR STREAMS ****
______________________________________________________________________________
Along Main Stream number: 2 in normal stream number 1
Stream flow area =     26.660(Ac.)
Runoff from this stream =     54.409(CFS)
Time of concentration =   13.33 min.
Rainfall intensity =     2.365(In/Hr)
Area averaged loss rate (Fm) =    0.0978(In/Hr)
Area averaged Pervious ratio (Ap) = 0.1000


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.300 to Point/Station        2.301
**** INITIAL AREA EVALUATION ****
______________________________________________________________________________
Soil classification AP and SCS  values input by user
```

```
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Initial subarea data:
Initial area flow distance =   656.930(Ft.)
Top (of initial area) elevation =   767.140(Ft.)
Bottom (of initial area) elevation =   763.850(Ft.)
Difference in elevation =     3.290(Ft.)
Slope =    0.00501  s(%)=       0.50
TC = k(0.299)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration =   11.560 min.
Rainfall intensity =      2.576(In/Hr) for a    25.0 year storm
Effective runoff coefficient used for area (Q=KCIA) is C = 0.866
Subarea runoff =      3.993(CFS)
Total initial stream area =        1.790(Ac.)
Pervious area fraction = 0.100
Initial area Fm value =    0.098(In/Hr)


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Process from Point/Station        2.301 to Point/Station        2.301
**** SUBAREA FLOW ADDITION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Time of concentration =    11.56 min.
Rainfall intensity =      2.576(In/Hr) for a    25.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.866
Subarea runoff =     13.050(CFS) for    5.850(Ac.)
Total runoff =     17.043(CFS)
Effective area this stream =        7.64(Ac.)
Total Study Area (Main Stream No. 2) =      156.60(Ac.)
Area averaged Fm value =    0.098(In/Hr)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.301 to Point/Station        2.302
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
________________________________________________________________________
Upstream point/station elevation =   763.850(Ft.)
Downstream point/station elevation =   760.160(Ft.)
Pipe length  =   738.89(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =    17.043(CFS)
Nearest computed pipe diameter  =     27.00(In.)
Calculated individual pipe flow  =    17.043(CFS)
Normal flow depth in pipe =   17.91(In.)
Flow top width inside pipe =   25.52(In.)
```

```
Critical Depth =   17.30(In.)
Pipe flow velocity =      6.08(Ft/s)
Travel time through pipe =    2.02 min.
Time of concentration (TC) =    13.58 min.


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Process from Point/Station        2.302 to Point/Station        2.302
**** SUBAREA FLOW ADDITION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Time of concentration =    13.58 min.
Rainfall intensity =      2.339(In/Hr) for a    25.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.862
Subarea runoff =     12.604(CFS) for    7.060(Ac.)
Total runoff =     29.646(CFS)
Effective area this stream =       14.70(Ac.)
Total Study Area (Main Stream No. 2) =      163.66(Ac.)
Area averaged Fm value =    0.098(In/Hr)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.302 to Point/Station        2.002
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
________________________________________________________________________
Upstream point/station elevation =   760.160(Ft.)
Downstream point/station elevation =   755.350(Ft.)
Pipe length  =    76.19(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =    29.646(CFS)
Nearest computed pipe diameter  =     21.00(In.)
Calculated individual pipe flow  =    29.646(CFS)
Normal flow depth in pipe =   13.50(In.)
Flow top width inside pipe =   20.12(In.)
Critical depth could not be calculated.
Pipe flow velocity =     18.14(Ft/s)
Travel time through pipe =    0.07 min.
Time of concentration (TC) =    13.65 min.


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.002 to Point/Station        2.002
**** CONFLUENCE OF MINOR STREAMS ****
________________________________________________________________________
Along Main Stream number: 2 in normal stream number 2
Stream flow area =     14.700(Ac.)
Runoff from this stream =     29.646(CFS)
```

```
Time of concentration =   13.65 min.
Rainfall intensity =     2.331(In/Hr)
Area averaged loss rate (Fm) =    0.0978(In/Hr)
Area averaged Pervious ratio (Ap) = 0.1000


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.400 to Point/Station        2.401
**** INITIAL AREA EVALUATION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Initial subarea data:
Initial area flow distance =   544.320(Ft.)
Top (of initial area) elevation =   766.500(Ft.)
Bottom (of initial area) elevation =   763.780(Ft.)
Difference in elevation =     2.720(Ft.)
Slope =    0.00500  s(%)=       0.50
TC = k(0.299)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration =   10.728 min.
Rainfall intensity =      2.695(In/Hr) for a    25.0 year storm
Effective runoff coefficient used for area (Q=KCIA) is C = 0.867
Subarea runoff =      2.711(CFS)
Total initial stream area =        1.160(Ac.)
Pervious area fraction = 0.100
Initial area Fm value =    0.098(In/Hr)


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Process from Point/Station        2.401 to Point/Station        2.401
**** SUBAREA FLOW ADDITION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Time of concentration =    10.73 min.
Rainfall intensity =      2.695(In/Hr) for a    25.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.867
Subarea runoff =      9.559(CFS) for    4.090(Ac.)
Total runoff =     12.270(CFS)
Effective area this stream =        5.25(Ac.)
Total Study Area (Main Stream No. 2) =      168.91(Ac.)
Area averaged Fm value =    0.098(In/Hr)


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Process from Point/Station        2.401 to Point/Station        2.402
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
------------------------------------------------------------------------
Upstream point/station elevation =   763.780(Ft.)
Downstream point/station elevation =   761.070(Ft.)
Pipe length  =   541.68(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =    12.270(CFS)
Nearest computed pipe diameter  =     24.00(In.)
Calculated individual pipe flow  =    12.270(CFS)
Normal flow depth in pipe =   15.75(In.)
Flow top width inside pipe =   22.80(In.)
Critical Depth =   15.09(In.)
Pipe flow velocity =      5.61(Ft/s)
Travel time through pipe =    1.61 min.
Time of concentration (TC) =    12.34 min.


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.402 to Point/Station        2.402
**** SUBAREA FLOW ADDITION ****
------------------------------------------------------------------------
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Time of concentration =    12.34 min.
Rainfall intensity =      2.478(In/Hr) for a    25.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.864
Subarea runoff =      7.224(CFS) for    3.850(Ac.)
Total runoff =     19.493(CFS)
Effective area this stream =        9.10(Ac.)
Total Study Area (Main Stream No. 2) =      172.76(Ac.)
Area averaged Fm value =    0.098(In/Hr)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.402 to Point/Station        2.002
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
------------------------------------------------------------------------
Upstream point/station elevation =   761.070(Ft.)
Downstream point/station elevation =   755.350(Ft.)
Pipe length  =    62.68(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =    19.493(CFS)
Nearest computed pipe diameter  =     15.00(In.)
Calculated individual pipe flow  =    19.493(CFS)
Normal flow depth in pipe =   12.28(In.)
Flow top width inside pipe =   11.56(In.)
Critical depth could not be calculated.
Pipe flow velocity =     18.13(Ft/s)
```

```
Travel time through pipe =    0.06 min.
Time of concentration (TC) =    12.39 min.


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Process from Point/Station        2.002 to Point/Station        2.002
**** CONFLUENCE OF MINOR STREAMS ****
________________________________________________________________________
Along Main Stream number: 2 in normal stream number 3
Stream flow area =      9.100(Ac.)
Runoff from this stream =     19.493(CFS)
Time of concentration =   12.39 min.
Rainfall intensity =     2.471(In/Hr)
Area averaged loss rate (Fm) =    0.0978(In/Hr)
Area averaged Pervious ratio (Ap) = 0.1000
Summary of stream data:

Stream Flow rate    Area    TC     Fm       Rainfall Intensity
 No.    (CFS)   (Ac.)       (min) (In/Hr)     (In/Hr)


1     54.41    26.660     13.33    0.098      2.365
2     29.65    14.700     13.65    0.098      2.331
3     19.49     9.100     12.39    0.098      2.471
Qmax(1) =
           1.000 *    1.000 *    54.409) +
           1.015 *    0.976 *    29.646) +
           0.955 *    1.000 *    19.493) + =     102.415
Qmax(2) =
           0.985 *    1.000 *    54.409) +
           1.000 *    1.000 *    29.646) +
           0.941 *    1.000 *    19.493) + =     101.588
Qmax(3) =
           1.047 *    0.930 *    54.409) +
           1.062 *    0.908 *    29.646) +
           1.000 *    1.000 *    19.493) + =     101.027

Total of 3 streams to confluence:
Flow rates before confluence point:
      54.409      29.646      19.493
Maximum flow rates at confluence using above data:
      102.415      101.588      101.027
Area of streams before confluence:
       26.660       14.700        9.100
Effective area values after confluence:
       50.110       50.460       47.230
Results of confluence:
Total flow rate =    102.415(CFS)
Time of concentration =    13.330 min.
Effective stream area after confluence =     50.110(Ac.)
```

```
Study area average Pervious fraction(Ap) =  0.100
Study area average soil loss rate(Fm) =    0.098(In/Hr)
Study area total (this main stream) =      50.46(Ac.)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.002 to Point/Station        2.003
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
________________________________________________________________________
Upstream point/station elevation =   755.350(Ft.)
Downstream point/station elevation =   754.000(Ft.)
Pipe length  =   210.71(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =   102.415(CFS)
Nearest computed pipe diameter  =     48.00(In.)
Calculated individual pipe flow  =   102.415(CFS)
Normal flow depth in pipe =   35.30(In.)
Flow top width inside pipe =   42.35(In.)
Critical Depth =   36.79(In.)
Pipe flow velocity =     10.34(Ft/s)
Travel time through pipe =    0.34 min.
Time of concentration (TC) =    13.67 min.


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.003 to Point/Station        2.003
**** SUBAREA FLOW ADDITION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Time of concentration =    13.67 min.
Rainfall intensity =      2.330(In/Hr) for a    25.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.862
Subarea runoff =     15.590(CFS) for    8.630(Ac.)
Total runoff =    118.006(CFS)
Effective area this stream =       58.74(Ac.)
Total Study Area (Main Stream No. 2) =      181.39(Ac.)
Area averaged Fm value =    0.098(In/Hr)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.003 to Point/Station        2.003
**** CONFLUENCE OF MINOR STREAMS ****
________________________________________________________________________
Along Main Stream number: 2 in normal stream number 1
Stream flow area =     58.740(Ac.)
Runoff from this stream =    118.006(CFS)
Time of concentration =   13.67 min.
```

```
Rainfall intensity =     2.330(In/Hr)
Area averaged loss rate (Fm) =    0.0978(In/Hr)
Area averaged Pervious ratio (Ap) = 0.1000


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.500 to Point/Station        2.501
**** INITIAL AREA EVALUATION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Initial subarea data:
Initial area flow distance =   580.350(Ft.)
Top (of initial area) elevation =   777.930(Ft.)
Bottom (of initial area) elevation =   766.900(Ft.)
Difference in elevation =    11.030(Ft.)
Slope =    0.01901  s(%)=       1.90
TC = k(0.299)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration =    8.426 min.
Rainfall intensity =      3.115(In/Hr) for a    25.0 year storm
Effective runoff coefficient used for area (Q=KCIA) is C = 0.872
Subarea runoff =     10.318(CFS)
Total initial stream area =        3.800(Ac.)
Pervious area fraction = 0.100
Initial area Fm value =    0.098(In/Hr)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.501 to Point/Station        2.501
**** SUBAREA FLOW ADDITION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Time of concentration =     8.43 min.
Rainfall intensity =      3.115(In/Hr) for a    25.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.872
Subarea runoff =     17.378(CFS) for    6.400(Ac.)
Total runoff =     27.696(CFS)
Effective area this stream =       10.20(Ac.)
Total Study Area (Main Stream No. 2) =      191.59(Ac.)
Area averaged Fm value =    0.098(In/Hr)


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Process from Point/Station        2.501 to Point/Station        2.502
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**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
_____________________________________________________________________
Upstream point/station elevation =   766.900(Ft.)
Downstream point/station elevation =   759.860(Ft.)
Pipe length  =  1139.32(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =    27.696(CFS)
Nearest computed pipe diameter  =     30.00(In.)
Calculated individual pipe flow  =    27.696(CFS)
Normal flow depth in pipe =   21.42(In.)
Flow top width inside pipe =   27.11(In.)
Critical Depth =   21.54(In.)
Pipe flow velocity =      7.39(Ft/s)
Travel time through pipe =    2.57 min.
Time of concentration (TC) =    11.00 min.


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Process from Point/Station        2.502 to Point/Station        2.502
**** SUBAREA FLOW ADDITION ****
_____________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Time of concentration =    11.00 min.
Rainfall intensity =      2.655(In/Hr) for a    25.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.867
Subarea runoff =      6.593(CFS) for    4.700(Ac.)
Total runoff =     34.289(CFS)
Effective area this stream =       14.90(Ac.)
Total Study Area (Main Stream No. 2) =      196.29(Ac.)
Area averaged Fm value =    0.098(In/Hr)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.502 to Point/Station        2.503
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
_____________________________________________________________________
Upstream point/station elevation =   759.860(Ft.)
Downstream point/station elevation =   757.060(Ft.)
Pipe length  =   560.70(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =    34.289(CFS)
Nearest computed pipe diameter  =     33.00(In.)
Calculated individual pipe flow  =    34.289(CFS)
Normal flow depth in pipe =   24.89(In.)
Flow top width inside pipe =   28.41(In.)
Critical Depth =   23.38(In.)
Pipe flow velocity =      7.14(Ft/s)
Travel time through pipe =    1.31 min.
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Time of concentration (TC) =    12.31 min.


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Process from Point/Station        2.503 to Point/Station        2.003
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
______________________________________________________________________________
Upstream point/station elevation =   757.060(Ft.)
Downstream point/station elevation =   754.000(Ft.)
Pipe length  =   616.83(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =    34.289(CFS)
Nearest computed pipe diameter  =     33.00(In.)
Calculated individual pipe flow  =    34.289(CFS)
Normal flow depth in pipe =   24.94(In.)
Flow top width inside pipe =   28.36(In.)
Critical Depth =   23.38(In.)
Pipe flow velocity =      7.12(Ft/s)
Travel time through pipe =    1.44 min.
Time of concentration (TC) =    13.75 min.


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Process from Point/Station        2.003 to Point/Station        2.003
**** CONFLUENCE OF MINOR STREAMS ****
______________________________________________________________________________
Along Main Stream number: 2 in normal stream number 2
Stream flow area =     14.900(Ac.)
Runoff from this stream =     34.289(CFS)
Time of concentration =   13.75 min.
Rainfall intensity =     2.322(In/Hr)
Area averaged loss rate (Fm) =    0.0978(In/Hr)
Area averaged Pervious ratio (Ap) = 0.1000
Summary of stream data:

Stream Flow rate    Area    TC     Fm       Rainfall Intensity
 No.    (CFS)   (Ac.)       (min) (In/Hr)     (In/Hr)


1    118.01    58.740     13.67    0.098      2.330
2     34.29    14.900     13.75    0.098      2.322
Qmax(1) =
           1.000 *    1.000 *   118.006) +
           1.004 *    0.994 *    34.289) + =     152.218
Qmax(2) =
           0.996 *    1.000 *   118.006) +
           1.000 *    1.000 *    34.289) + =     151.854

Total of 2 streams to confluence:
Flow rates before confluence point:
     118.006      34.289
```

```
Maximum flow rates at confluence using above data:
      152.218      151.854
Area of streams before confluence:
       58.740       14.900
Effective area values after confluence:
       73.551       73.640
Results of confluence:
Total flow rate =    152.218(CFS)
Time of concentration =    13.669 min.
Effective stream area after confluence =     73.551(Ac.)
Study area average Pervious fraction(Ap) =  0.100
Study area average soil loss rate(Fm) =    0.098(In/Hr)
Study area total (this main stream) =      73.64(Ac.)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.003 to Point/Station        2.004
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
________________________________________________________________________
Upstream point/station elevation =   754.000(Ft.)
Downstream point/station elevation =   744.250(Ft.)
Pipe length  =  1083.36(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =   152.218(CFS)
Nearest computed pipe diameter  =     51.00(In.)
Calculated individual pipe flow  =   152.218(CFS)
Normal flow depth in pipe =   39.66(In.)
Flow top width inside pipe =   42.42(In.)
Critical Depth =   43.63(In.)
Pipe flow velocity =     12.85(Ft/s)
Travel time through pipe =    1.41 min.
Time of concentration (TC) =    15.07 min.


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Process from Point/Station        2.004 to Point/Station        2.004
**** SUBAREA FLOW ADDITION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Time of concentration =    15.07 min.
Rainfall intensity =      2.197(In/Hr) for a    25.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.860
Subarea runoff =      2.523(CFS) for    8.350(Ac.)
Total runoff =    154.741(CFS)
Effective area this stream =       81.90(Ac.)
Total Study Area (Main Stream No. 2) =      204.64(Ac.)
Area averaged Fm value =    0.098(In/Hr)
```

```
++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.004 to Point/Station        1.008
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
________________________________________________________________________
Upstream point/station elevation =   744.250(Ft.)
Downstream point/station elevation =   716.130(Ft.)
Pipe length  =    46.30(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =   154.741(CFS)
Nearest computed pipe diameter  =     24.00(In.)
Calculated individual pipe flow  =   154.741(CFS)
Normal flow depth in pipe =   17.44(In.)
Flow top width inside pipe =   21.39(In.)
Critical depth could not be calculated.
Pipe flow velocity =     63.30(Ft/s)
Travel time through pipe =    0.01 min.
Time of concentration (TC) =    15.09 min.


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.008 to Point/Station        1.008
**** CONFLUENCE OF MAIN STREAMS ****
________________________________________________________________________
The following data inside Main Stream is listed:
In Main Stream number: 2
Stream flow area =     81.901(Ac.)
Runoff from this stream =    154.741(CFS)
Time of concentration =   15.09 min.
Rainfall intensity =     2.196(In/Hr)
Area averaged loss rate (Fm) =    0.0978(In/Hr)
Area averaged Pervious ratio (Ap) = 0.1000
Summary of stream data:

Stream Flow rate    Area    TC     Fm       Rainfall Intensity
 No.    (CFS)   (Ac.)       (min) (In/Hr)     (In/Hr)


1    130.22    78.185     11.35    0.838      2.605
2    154.74    81.901     15.09    0.098      2.196
Qmax(1) =
           1.000 *    1.000 *   130.216) +
           1.195 *    0.752 *   154.741) + =     269.303
Qmax(2) =
           0.768 *    1.000 *   130.216) +
           1.000 *    1.000 *   154.741) + =     254.802

Total of 2 main streams to confluence:
Flow rates before confluence point:
     131.216     155.741
```

```
Maximum flow rates at confluence using above data:
      269.303      254.802
Area of streams before confluence:
       78.185       81.901
Effective area values after confluence:
      139.783      160.086


Results of confluence:
Total flow rate =    269.303(CFS)
Time of concentration =    11.347 min.
Effective stream area after confluence  =    139.783(Ac.)
Study area average Pervious fraction(Ap) =  0.470
Study area average soil loss rate(Fm) =    0.459(In/Hr)
Study area total =     160.09(Ac.)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.008 to Point/Station        1.009
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
________________________________________________________________________
Upstream point/station elevation =   716.130(Ft.)
Downstream point/station elevation =   715.440(Ft.)
Pipe length  =   132.26(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =   269.303(CFS)
Nearest computed pipe diameter  =     69.00(In.)
Calculated individual pipe flow  =   269.303(CFS)
Normal flow depth in pipe =   55.69(In.)
Flow top width inside pipe =   54.46(In.)
Critical Depth =   54.39(In.)
Pipe flow velocity =     11.99(Ft/s)
Travel time through pipe =    0.18 min.
Time of concentration (TC) =    11.53 min.
End of computations, Total Study Area =          204.64 (Ac.)
The following figures may
be used for a unit hydrograph study of the same area.
Note: These figures do not consider reduced effective area
effects caused by confluences in the rational equation.

Area averaged pervious area fraction(Ap) = 0.553
Area averaged SCS curve number =  32.0
```

A.4 – 100-YEAR HYDROLOGY MODEL

San Bernardino County Rational Hydrology Program

(Hydrology Manual Date - August 1986)

CIVILCADD/CIVILDESIGN Engineering Software, (c) 1989-2019 Version 9.1
Rational Hydrology Study Date: 05/16/24

ORSC HYDROLOGY & HYDRAULICS
PROPOSED CONDITIONS
100-YEAR STORM EVENT

Program License Serial Number 6639

********* Hydrology Study Control Information **********

Rational hydrology study storm event year is 100.0
10 Year storm 1 hour rainfall = 0.800(In.)
100 Year storm 1 hour rainfall = 1.200(In.)
Computed rainfall intensity:
Storm year = 100.00 1 hour rainfall = 1.200 (In.)
Slope used for rainfall intensity curve b = 0.6000
Soil antecedent moisture condition (AMC) = 2

++
Process from Point/Station 1.000 to Point/Station 1.001
**** INITIAL AREA EVALUATION ****

Soil classification AP and SCS values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2) = 32.00
Pervious ratio(Ap) = 0.8500 Max loss rate(Fm)= 0.831(In/Hr)
Initial subarea data:
Initial area flow distance = 672.260(Ft.)
Top (of initial area) elevation = 750.000(Ft.)
Bottom (of initial area) elevation = 744.440(Ft.)
Difference in elevation = 5.560(Ft.)
Slope = 0.00827 s(%)= 0.83
TC = k(0.484)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration = 17.079 min.
Rainfall intensity = 2.550(In/Hr) for a 100.0 year storm
Effective runoff coefficient used for area (Q=KCIA) is C = 0.607
Subarea runoff = 3.744(CFS)
Total initial stream area = 2.420(Ac.)

```
Pervious area fraction = 0.850
Initial area Fm value =    0.831(In/Hr)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.001 to Point/Station        1.001
**** SUBAREA FLOW ADDITION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.0100     Max loss rate(Fm)=     0.010(In/Hr)
Time of concentration =    17.08 min.
Rainfall intensity =      2.550(In/Hr) for a   100.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.692
Subarea runoff =      2.309(CFS) for    1.010(Ac.)
Total runoff =      6.054(CFS)
Effective area this stream =        3.43(Ac.)
Total Study Area (Main Stream No. 1) =        3.43(Ac.)
Area averaged Fm value =    0.589(In/Hr)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.001 to Point/Station        1.002
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
________________________________________________________________________
Upstream point/station elevation =   744.440(Ft.)
Downstream point/station elevation =   739.410(Ft.)
Pipe length  =   466.03(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =     6.054(CFS)
Nearest computed pipe diameter  =     15.00(In.)
Calculated individual pipe flow  =     6.054(CFS)
Normal flow depth in pipe =   11.14(In.)
Flow top width inside pipe =   13.11(In.)
Critical Depth =   11.94(In.)
Pipe flow velocity =      6.19(Ft/s)
Travel time through pipe =    1.25 min.
Time of concentration (TC) =    18.33 min.


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Process from Point/Station        1.002 to Point/Station        1.002
**** SUBAREA FLOW ADDITION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.8500     Max loss rate(Fm)=     0.831(In/Hr)
Time of concentration =    18.33 min.
```

```
Rainfall intensity =      2.444(In/Hr) for a   100.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.649
Subarea runoff =      2.677(CFS) for    2.070(Ac.)
Total runoff =      8.731(CFS)
Effective area this stream =        5.50(Ac.)
Total Study Area (Main Stream No. 1) =        5.50(Ac.)
Area averaged Fm value =    0.680(In/Hr)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.002 to Point/Station        1.003
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
________________________________________________________________________
Upstream point/station elevation =   739.410(Ft.)
Downstream point/station elevation =   736.150(Ft.)
Pipe length  =   829.94(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =     8.731(CFS)
Nearest computed pipe diameter  =     21.00(In.)
Calculated individual pipe flow  =     8.731(CFS)
Normal flow depth in pipe =   15.28(In.)
Flow top width inside pipe =   18.70(In.)
Critical Depth =   13.17(In.)
Pipe flow velocity =      4.66(Ft/s)
Travel time through pipe =    2.97 min.
Time of concentration (TC) =    21.30 min.


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Process from Point/Station        1.003 to Point/Station        1.003
**** SUBAREA FLOW ADDITION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.8500     Max loss rate(Fm)=     0.831(In/Hr)
Time of concentration =    21.30 min.
Rainfall intensity =      2.234(In/Hr) for a   100.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.604
Subarea runoff =      2.846(CFS) for    3.080(Ac.)
Total runoff =     11.577(CFS)
Effective area this stream =        8.58(Ac.)
Total Study Area (Main Stream No. 1) =        8.58(Ac.)
Area averaged Fm value =    0.734(In/Hr)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.003 to Point/Station        1.003
**** CONFLUENCE OF MINOR STREAMS ****
```

```
Along Main Stream number: 1 in normal stream number 1
Stream flow area =      8.580(Ac.)
Runoff from this stream =     11.577(CFS)
Time of concentration =   21.30 min.
Rainfall intensity =     2.234(In/Hr)
Area averaged loss rate (Fm) =    0.7345(In/Hr)
Area averaged Pervious ratio (Ap) = 0.7511


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Process from Point/Station        1.100 to Point/Station        1.110
**** INITIAL AREA EVALUATION ****
------------------------------------------------------------------------
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.8500     Max loss rate(Fm)=     0.831(In/Hr)
Initial subarea data:
Initial area flow distance =   261.290(Ft.)
Top (of initial area) elevation =   749.020(Ft.)
Bottom (of initial area) elevation =   747.710(Ft.)
Difference in elevation =     1.310(Ft.)
Slope =    0.00501  s(%)=       0.50
TC = k(0.484)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration =   12.935 min.
Rainfall intensity =      3.013(In/Hr) for a   100.0 year storm
Effective runoff coefficient used for area (Q=KCIA) is C = 0.652
Subarea runoff =     10.212(CFS)
Total initial stream area =        5.200(Ac.)
Pervious area fraction = 0.850
Initial area Fm value =    0.831(In/Hr)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.110 to Point/Station        1.003
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
------------------------------------------------------------------------
Upstream point/station elevation =   747.710(Ft.)
Downstream point/station elevation =   736.150(Ft.)
Pipe length  =  1096.21(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =    10.212(CFS)
Nearest computed pipe diameter  =     18.00(In.)
Calculated individual pipe flow  =    10.212(CFS)
Normal flow depth in pipe =   13.97(In.)
Flow top width inside pipe =   15.01(In.)
Critical Depth =   14.75(In.)
Pipe flow velocity =      6.94(Ft/s)
Travel time through pipe =    2.63 min.
Time of concentration (TC) =    15.57 min.
```

```
++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.003 to Point/Station        1.003
**** SUBAREA FLOW ADDITION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.9000     Max loss rate(Fm)=     0.880(In/Hr)
Time of concentration =    15.57 min.
Rainfall intensity =      2.696(In/Hr) for a   100.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.608
Subarea runoff =     59.490(CFS) for   37.300(Ac.)
Total runoff =     69.702(CFS)
Effective area this stream =       42.50(Ac.)
Total Study Area (Main Stream No. 1) =       51.08(Ac.)
Area averaged Fm value =    0.874(In/Hr)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.003 to Point/Station        1.003
**** CONFLUENCE OF MINOR STREAMS ****
________________________________________________________________________
Along Main Stream number: 1 in normal stream number 2
Stream flow area =     42.500(Ac.)
Runoff from this stream =     69.702(CFS)
Time of concentration =   15.57 min.
Rainfall intensity =     2.696(In/Hr)
Area averaged loss rate (Fm) =    0.8740(In/Hr)
Area averaged Pervious ratio (Ap) = 0.8939
Summary of stream data:

Stream Flow rate    Area    TC     Fm       Rainfall Intensity
 No.    (CFS)   (Ac.)       (min) (In/Hr)     (In/Hr)


1     11.58     8.580     21.30    0.734      2.234
2     69.70    42.500     15.57    0.874      2.696
Qmax(1) =
           1.000 *    1.000 *    11.577) +
           0.746 *    1.000 *    69.702) + =      63.581
Qmax(2) =
           1.309 *    0.731 *    11.577) +
           1.000 *    1.000 *    69.702) + =      80.772

Total of 2 streams to confluence:
Flow rates before confluence point:
      11.577      69.702
```

```
Maximum flow rates at confluence using above data:
       63.581       80.772
Area of streams before confluence:
        8.580       42.500
Effective area values after confluence:
       51.080       48.769
Results of confluence:
Total flow rate =     80.772(CFS)
Time of concentration =    15.566 min.
Effective stream area after confluence =     48.769(Ac.)
Study area average Pervious fraction(Ap) =  0.870
Study area average soil loss rate(Fm) =    0.851(In/Hr)
Study area total (this main stream) =      51.08(Ac.)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.003 to Point/Station        1.004
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
________________________________________________________________________
Upstream point/station elevation =   736.150(Ft.)
Downstream point/station elevation =   728.980(Ft.)
Pipe length  =   687.24(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =    80.772(CFS)
Nearest computed pipe diameter  =     39.00(In.)
Calculated individual pipe flow  =    80.772(CFS)
Normal flow depth in pipe =   30.56(In.)
Flow top width inside pipe =   32.12(In.)
Critical Depth =   33.85(In.)
Pipe flow velocity =     11.58(Ft/s)
Travel time through pipe =    0.99 min.
Time of concentration (TC) =    16.56 min.


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.004 to Point/Station        1.004
**** SUBAREA FLOW ADDITION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.8500     Max loss rate(Fm)=     0.831(In/Hr)
The area added to the existing stream causes a
a lower flow rate of Q =     79.993(CFS)
therefore the upstream flow rate of Q =     80.772(CFS) is being used
Time of concentration =    16.56 min.
Rainfall intensity =      2.598(In/Hr) for a   100.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.606
Subarea runoff =      0.000(CFS) for    2.060(Ac.)
Total runoff =     80.772(CFS)
```

```
Effective area this stream =       50.83(Ac.)
Total Study Area (Main Stream No. 1) =       53.14(Ac.)
Area averaged Fm value =    0.850(In/Hr)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.004 to Point/Station        1.005
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
________________________________________________________________________
Upstream point/station elevation =   728.980(Ft.)
Downstream point/station elevation =   724.170(Ft.)
Pipe length  =   456.65(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =    80.772(CFS)
Nearest computed pipe diameter  =     39.00(In.)
Calculated individual pipe flow  =    80.772(CFS)
Normal flow depth in pipe =   30.42(In.)
Flow top width inside pipe =   32.31(In.)
Critical Depth =   33.85(In.)
Pipe flow velocity =     11.63(Ft/s)
Travel time through pipe =    0.65 min.
Time of concentration (TC) =    17.21 min.


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Process from Point/Station        1.005 to Point/Station        1.005
**** SUBAREA FLOW ADDITION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.8500     Max loss rate(Fm)=     0.831(In/Hr)
The area added to the existing stream causes a
a lower flow rate of Q =     79.595(CFS)
therefore the upstream flow rate of Q =     80.772(CFS) is being used
Time of concentration =    17.21 min.
Rainfall intensity =      2.539(In/Hr) for a   100.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.599
Subarea runoff =      0.000(CFS) for    1.520(Ac.)
Total runoff =     80.772(CFS)
Effective area this stream =       52.35(Ac.)
Total Study Area (Main Stream No. 1) =       54.66(Ac.)
Area averaged Fm value =    0.849(In/Hr)


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Process from Point/Station        1.005 to Point/Station        1.006
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
________________________________________________________________________
Upstream point/station elevation =   724.170(Ft.)
```

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Downstream point/station elevation =   720.970(Ft.)
Pipe length  =  1020.52(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =    80.772(CFS)
Nearest computed pipe diameter  =     51.00(In.)
Calculated individual pipe flow  =    80.772(CFS)
Normal flow depth in pipe =   36.28(In.)
Flow top width inside pipe =   46.22(In.)
Critical Depth =   32.07(In.)
Pipe flow velocity =      7.49(Ft/s)
Travel time through pipe =    2.27 min.
Time of concentration (TC) =    19.48 min.


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Process from Point/Station        1.006 to Point/Station        1.006
**** SUBAREA FLOW ADDITION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.8500     Max loss rate(Fm)=     0.831(In/Hr)
The area added to the existing stream causes a
a lower flow rate of Q =     74.577(CFS)
therefore the upstream flow rate of Q =     80.772(CFS) is being used
Time of concentration =    19.48 min.
Rainfall intensity =      2.357(In/Hr) for a   100.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.576
Subarea runoff =      0.000(CFS) for    2.590(Ac.)
Total runoff =     80.772(CFS)
Effective area this stream =       54.94(Ac.)
Total Study Area (Main Stream No. 1) =       57.25(Ac.)
Area averaged Fm value =    0.848(In/Hr)


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Process from Point/Station        1.006 to Point/Station        1.006
**** CONFLUENCE OF MINOR STREAMS ****
________________________________________________________________________
Along Main Stream number: 1 in normal stream number 1
Stream flow area =     54.939(Ac.)
Runoff from this stream =     80.772(CFS)
Time of concentration =   19.48 min.
Rainfall intensity =     2.357(In/Hr)
Area averaged loss rate (Fm) =    0.8484(In/Hr)
Area averaged Pervious ratio (Ap) = 0.8677


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Process from Point/Station        1.200 to Point/Station        1.201
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**** INITIAL AREA EVALUATION ****
------------------------------------------------------------------------
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.8500     Max loss rate(Fm)=     0.831(In/Hr)
Initial subarea data:
Initial area flow distance =   171.480(Ft.)
Top (of initial area) elevation =   750.740(Ft.)
Bottom (of initial area) elevation =   749.880(Ft.)
Difference in elevation =     0.860(Ft.)
Slope =    0.00502  s(%)=       0.50
TC = k(0.484)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration =   10.929 min.
Rainfall intensity =      3.334(In/Hr) for a   100.0 year storm
Effective runoff coefficient used for area (Q=KCIA) is C = 0.676
Subarea runoff =      7.455(CFS)
Total initial stream area =        3.310(Ac.)
Pervious area fraction = 0.850
Initial area Fm value =    0.831(In/Hr)


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Process from Point/Station        1.201 to Point/Station        1.006
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
------------------------------------------------------------------------
Upstream point/station elevation =   749.880(Ft.)
Downstream point/station elevation =   720.970(Ft.)
Pipe length  =   821.99(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =     7.455(CFS)
Nearest computed pipe diameter  =     15.00(In.)
Calculated individual pipe flow  =     7.455(CFS)
Normal flow depth in pipe =    8.51(In.)
Flow top width inside pipe =   14.86(In.)
Critical Depth =   13.04(In.)
Pipe flow velocity =     10.38(Ft/s)
Travel time through pipe =    1.32 min.
Time of concentration (TC) =    12.25 min.


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Process from Point/Station        1.006 to Point/Station        1.006
**** SUBAREA FLOW ADDITION ****
------------------------------------------------------------------------
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.8500     Max loss rate(Fm)=     0.831(In/Hr)
Time of concentration =    12.25 min.
Rainfall intensity =      3.113(In/Hr) for a   100.0 year storm
```

```
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.660
Subarea runoff =     37.731(CFS) for   18.690(Ac.)
Total runoff =     45.186(CFS)
Effective area this stream =       22.00(Ac.)
Total Study Area (Main Stream No. 1) =       79.25(Ac.)
Area averaged Fm value =    0.831(In/Hr)


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Process from Point/Station        1.006 to Point/Station        1.006
**** CONFLUENCE OF MINOR STREAMS ****
________________________________________________________________________
Along Main Stream number: 1 in normal stream number 2
Stream flow area =     22.000(Ac.)
Runoff from this stream =     45.186(CFS)
Time of concentration =   12.25 min.
Rainfall intensity =     3.113(In/Hr)
Area averaged loss rate (Fm) =    0.8311(In/Hr)
Area averaged Pervious ratio (Ap) = 0.8500
Summary of stream data:

Stream Flow rate    Area    TC     Fm       Rainfall Intensity
 No.    (CFS)   (Ac.)       (min) (In/Hr)     (In/Hr)


1     80.77    54.939     19.48    0.848      2.357
2     45.19    22.000     12.25    0.831      3.113
Qmax(1) =
           1.000 *    1.000 *    80.772) +
           0.668 *    1.000 *    45.186) + =     110.978
Qmax(2) =
           1.502 *    0.629 *    80.772) +
           1.000 *    1.000 *    45.186) + =     121.446

Total of 2 streams to confluence:
Flow rates before confluence point:
      80.772      45.186
Maximum flow rates at confluence using above data:
      110.978      121.446
Area of streams before confluence:
       54.939       22.000
Effective area values after confluence:
       76.939       56.543
Results of confluence:
Total flow rate =    121.446(CFS)
Time of concentration =    12.249 min.
Effective stream area after confluence =     56.543(Ac.)
Study area average Pervious fraction(Ap) =  0.863
Study area average soil loss rate(Fm) =    0.843(In/Hr)
```

```
Study area total (this main stream) =      76.94(Ac.)


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Process from Point/Station        1.006 to Point/Station        1.007
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
________________________________________________________________________
Upstream point/station elevation =   720.970(Ft.)
Downstream point/station elevation =   716.610(Ft.)
Pipe length  =  1002.81(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =   121.446(CFS)
Nearest computed pipe diameter  =     54.00(In.)
Calculated individual pipe flow  =   121.446(CFS)
Normal flow depth in pipe =   41.44(In.)
Flow top width inside pipe =   45.63(In.)
Critical Depth =   38.94(In.)
Pipe flow velocity =      9.27(Ft/s)
Travel time through pipe =    1.80 min.
Time of concentration (TC) =    14.05 min.


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Process from Point/Station        1.007 to Point/Station        1.007
**** SUBAREA FLOW ADDITION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.8500     Max loss rate(Fm)=     0.831(In/Hr)
The area added to the existing stream causes a
a lower flow rate of Q =    107.644(CFS)
therefore the upstream flow rate of Q =    121.446(CFS) is being used
Time of concentration =    14.05 min.
Rainfall intensity =      2.867(In/Hr) for a   100.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.635
Subarea runoff =      0.000(CFS) for    2.550(Ac.)
Total runoff =    121.446(CFS)
Effective area this stream =       59.09(Ac.)
Total Study Area (Main Stream No. 1) =       81.80(Ac.)
Area averaged Fm value =    0.843(In/Hr)


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Process from Point/Station        1.007 to Point/Station        1.007
**** CONFLUENCE OF MINOR STREAMS ****
________________________________________________________________________
Along Main Stream number: 1 in normal stream number 1
Stream flow area =     59.093(Ac.)
Runoff from this stream =    121.446(CFS)
```

```
Time of concentration =   14.05 min.
Rainfall intensity =     2.867(In/Hr)
Area averaged loss rate (Fm) =    0.8429(In/Hr)
Area averaged Pervious ratio (Ap) = 0.8621


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Process from Point/Station        1.300 to Point/Station        1.301
**** INITIAL AREA EVALUATION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.8500     Max loss rate(Fm)=     0.831(In/Hr)
Initial subarea data:
Initial area flow distance =    67.280(Ft.)
Top (of initial area) elevation =   750.300(Ft.)
Bottom (of initial area) elevation =   749.960(Ft.)
Difference in elevation =     0.340(Ft.)
Slope =    0.00505  s(%)=       0.51
TC = k(0.484)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration =    7.506 min.
Rainfall intensity =      4.177(In/Hr) for a   100.0 year storm
Effective runoff coefficient used for area (Q=KCIA) is C = 0.721
Subarea runoff =      7.799(CFS)
Total initial stream area =        2.590(Ac.)
Pervious area fraction = 0.850
Initial area Fm value =    0.831(In/Hr)


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Process from Point/Station        1.301 to Point/Station        1.007
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
________________________________________________________________________
Upstream point/station elevation =   749.960(Ft.)
Downstream point/station elevation =   716.610(Ft.)
Pipe length  =   972.89(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =     7.799(CFS)
Nearest computed pipe diameter  =     15.00(In.)
Calculated individual pipe flow  =     7.799(CFS)
Normal flow depth in pipe =    8.82(In.)
Flow top width inside pipe =   14.76(In.)
Critical Depth =   13.25(In.)
Pipe flow velocity =     10.38(Ft/s)
Travel time through pipe =    1.56 min.
Time of concentration (TC) =     9.07 min.


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Process from Point/Station        1.007 to Point/Station        1.007
```

```
**** SUBAREA FLOW ADDITION ****
_____________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.8500     Max loss rate(Fm)=     0.831(In/Hr)
Time of concentration =     9.07 min.
Rainfall intensity =      3.729(In/Hr) for a   100.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.699
Subarea runoff =     54.272(CFS) for   21.210(Ac.)
Total runoff =     62.070(CFS)
Effective area this stream =       23.80(Ac.)
Total Study Area (Main Stream No. 1) =      105.60(Ac.)
Area averaged Fm value =    0.831(In/Hr)


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Process from Point/Station        1.007 to Point/Station        1.007
**** CONFLUENCE OF MINOR STREAMS ****
_____________________________________________________________________
Along Main Stream number: 1 in normal stream number 2
Stream flow area =     23.800(Ac.)
Runoff from this stream =     62.070(CFS)
Time of concentration =    9.07 min.
Rainfall intensity =     3.729(In/Hr)
Area averaged loss rate (Fm) =    0.8311(In/Hr)
Area averaged Pervious ratio (Ap) = 0.8500
Summary of stream data:

Stream Flow rate    Area    TC     Fm       Rainfall Intensity
 No.    (CFS)   (Ac.)       (min) (In/Hr)     (In/Hr)


1    121.45    59.093     14.05    0.843      2.867
2     62.07    23.800      9.07    0.831      3.729
Qmax(1) =
           1.000 *    1.000 *   121.446) +
           0.703 *    1.000 *    62.070) + =     165.053
Qmax(2) =
           1.426 *    0.645 *   121.446) +
           1.000 *    1.000 *    62.070) + =     173.806

Total of 2 streams to confluence:
Flow rates before confluence point:
     121.446      62.070
Maximum flow rates at confluence using above data:
      165.053      173.806
Area of streams before confluence:
       59.093       23.800
```

```
Effective area values after confluence:
       82.893       61.930
Results of confluence:
Total flow rate =    173.806(CFS)
Time of concentration =     9.067 min.
Effective stream area after confluence =     61.930(Ac.)
Study area average Pervious fraction(Ap) =  0.859
Study area average soil loss rate(Fm) =    0.840(In/Hr)
Study area total (this main stream) =      82.89(Ac.)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.007 to Point/Station        1.008
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
______________________________________________________________________________
Upstream point/station elevation =   716.610(Ft.)
Downstream point/station elevation =   716.130(Ft.)
Pipe length  =   623.01(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =   173.806(CFS)
Nearest computed pipe diameter  =     84.00(In.)
Calculated individual pipe flow  =   173.806(CFS)
Normal flow depth in pipe =   67.41(In.)
Flow top width inside pipe =   66.89(In.)
Critical Depth =   41.15(In.)
Pipe flow velocity =      5.25(Ft/s)
Travel time through pipe =    1.98 min.
Time of concentration (TC) =    11.04 min.


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.008 to Point/Station        1.008
**** SUBAREA FLOW ADDITION ****
______________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.8500     Max loss rate(Fm)=     0.831(In/Hr)
Time of concentration =    11.04 min.
Rainfall intensity =      3.313(In/Hr) for a   100.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.672
Subarea runoff =      1.339(CFS) for   16.700(Ac.)
Total runoff =    175.145(CFS)
Effective area this stream =       78.63(Ac.)
Total Study Area (Main Stream No. 1) =      122.30(Ac.)
Area averaged Fm value =    0.838(In/Hr)


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Process from Point/Station        1.008 to Point/Station        1.008
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**** CONFLUENCE OF MAIN STREAMS ****
_____________________________________________________________________________
The following data inside Main Stream is listed:
In Main Stream number: 1
Stream flow area =     78.630(Ac.)
Runoff from this stream =    175.145(CFS)
Time of concentration =   11.04 min.
Rainfall intensity =     3.313(In/Hr)
Area averaged loss rate (Fm) =    0.8378(In/Hr)
Area averaged Pervious ratio (Ap) = 0.8568
Program is now starting with Main Stream No. 2


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Process from Point/Station        2.000 to Point/Station        2.001
**** INITIAL AREA EVALUATION ****
_____________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Initial subarea data:
Initial area flow distance =   660.350(Ft.)
Top (of initial area) elevation =   768.710(Ft.)
Bottom (of initial area) elevation =   760.300(Ft.)
Difference in elevation =     8.410(Ft.)
Slope =    0.01274  s(%)=       1.27
TC = k(0.299)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration =    9.612 min.
Rainfall intensity =      3.601(In/Hr) for a   100.0 year storm
Effective runoff coefficient used for area (Q=KCIA) is C = 0.876
Subarea runoff =      1.829(CFS)
Total initial stream area =        0.580(Ac.)
Pervious area fraction = 0.100
Initial area Fm value =    0.098(In/Hr)


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Process from Point/Station        2.001 to Point/Station        2.001
**** SUBAREA FLOW ADDITION ****
_____________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Time of concentration =     9.61 min.
Rainfall intensity =      3.601(In/Hr) for a   100.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.876
Subarea runoff =     15.038(CFS) for    4.770(Ac.)
```

```
Total runoff =     16.867(CFS)
Effective area this stream =        5.35(Ac.)
Total Study Area (Main Stream No. 2) =      127.65(Ac.)
Area averaged Fm value =    0.098(In/Hr)


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Process from Point/Station        2.001 to Point/Station        2.001
**** CONFLUENCE OF MINOR STREAMS ****
________________________________________________________________________
Along Main Stream number: 2 in normal stream number 1
Stream flow area =      5.350(Ac.)
Runoff from this stream =     16.867(CFS)
Time of concentration =    9.61 min.
Rainfall intensity =     3.601(In/Hr)
Area averaged loss rate (Fm) =    0.0978(In/Hr)
Area averaged Pervious ratio (Ap) = 0.1000


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.100 to Point/Station        2.101
**** INITIAL AREA EVALUATION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Initial subarea data:
Initial area flow distance =   402.250(Ft.)
Top (of initial area) elevation =   769.050(Ft.)
Bottom (of initial area) elevation =   767.100(Ft.)
Difference in elevation =     1.950(Ft.)
Slope =    0.00485  s(%)=       0.48
TC = k(0.299)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration =    9.563 min.
Rainfall intensity =      3.612(In/Hr) for a   100.0 year storm
Effective runoff coefficient used for area (Q=KCIA) is C = 0.876
Subarea runoff =      3.510(CFS)
Total initial stream area =        1.110(Ac.)
Pervious area fraction = 0.100
Initial area Fm value =    0.098(In/Hr)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.101 to Point/Station        2.101
**** SUBAREA FLOW ADDITION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
```

```
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Time of concentration =     9.56 min.
Rainfall intensity =      3.612(In/Hr) for a   100.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.876
Subarea runoff =     13.820(CFS) for    4.370(Ac.)
Total runoff =     17.331(CFS)
Effective area this stream =        5.48(Ac.)
Total Study Area (Main Stream No. 2) =      133.13(Ac.)
Area averaged Fm value =    0.098(In/Hr)


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Process from Point/Station        2.101 to Point/Station        2.102
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
________________________________________________________________________
Upstream point/station elevation =   767.100(Ft.)
Downstream point/station elevation =   763.230(Ft.)
Pipe length  =   599.32(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =    17.331(CFS)
Nearest computed pipe diameter  =     24.00(In.)
Calculated individual pipe flow  =    17.331(CFS)
Normal flow depth in pipe =   18.75(In.)
Flow top width inside pipe =   19.84(In.)
Critical Depth =   18.00(In.)
Pipe flow velocity =      6.59(Ft/s)
Travel time through pipe =    1.52 min.
Time of concentration (TC) =    11.08 min.


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.102 to Point/Station        2.102
**** SUBAREA FLOW ADDITION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Time of concentration =    11.08 min.
Rainfall intensity =      3.306(In/Hr) for a   100.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.873
Subarea runoff =      6.436(CFS) for    2.750(Ac.)
Total runoff =     23.767(CFS)
Effective area this stream =        8.23(Ac.)
Total Study Area (Main Stream No. 2) =      135.88(Ac.)
Area averaged Fm value =    0.098(In/Hr)


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Process from Point/Station        2.102 to Point/Station        2.103
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
------------------------------------------------------------------------
Upstream point/station elevation =   763.230(Ft.)
Downstream point/station elevation =   761.620(Ft.)
Pipe length  =   323.10(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =    23.767(CFS)
Nearest computed pipe diameter  =     30.00(In.)
Calculated individual pipe flow  =    23.767(CFS)
Normal flow depth in pipe =   20.70(In.)
Flow top width inside pipe =   27.75(In.)
Critical Depth =   19.92(In.)
Pipe flow velocity =      6.58(Ft/s)
Travel time through pipe =    0.82 min.
Time of concentration (TC) =    11.90 min.


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.103 to Point/Station        2.103
**** SUBAREA FLOW ADDITION ****
------------------------------------------------------------------------
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Time of concentration =    11.90 min.
Rainfall intensity =      3.168(In/Hr) for a   100.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.872
Subarea runoff =     22.519(CFS) for    8.520(Ac.)
Total runoff =     46.285(CFS)
Effective area this stream =       16.75(Ac.)
Total Study Area (Main Stream No. 2) =      144.40(Ac.)
Area averaged Fm value =    0.098(In/Hr)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.103 to Point/Station        2.001
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
------------------------------------------------------------------------
Upstream point/station elevation =   761.620(Ft.)
Downstream point/station elevation =   760.300(Ft.)
Pipe length  =   107.08(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =    46.285(CFS)
Nearest computed pipe diameter  =     33.00(In.)
Calculated individual pipe flow  =    46.285(CFS)
Normal flow depth in pipe =   22.08(In.)
Flow top width inside pipe =   31.06(In.)
Critical Depth =   27.02(In.)
Pipe flow velocity =     10.95(Ft/s)
```

```
Travel time through pipe =    0.16 min.
Time of concentration (TC) =    12.06 min.


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.001 to Point/Station        2.001
**** CONFLUENCE OF MINOR STREAMS ****
________________________________________________________________________
Along Main Stream number: 2 in normal stream number 2
Stream flow area =     16.750(Ac.)
Runoff from this stream =     46.285(CFS)
Time of concentration =   12.06 min.
Rainfall intensity =     3.142(In/Hr)
Area averaged loss rate (Fm) =    0.0978(In/Hr)
Area averaged Pervious ratio (Ap) = 0.1000


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Process from Point/Station        2.200 to Point/Station        2.001
**** INITIAL AREA EVALUATION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Initial subarea data:
Initial area flow distance =    81.220(Ft.)
Top (of initial area) elevation =   761.110(Ft.)
Bottom (of initial area) elevation =   760.300(Ft.)
Difference in elevation =     0.810(Ft.)
Slope =    0.00997  s(%)=       1.00
TC = k(0.299)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration =    4.365 min.
Rainfall intensity =      5.782(In/Hr) for a   100.0 year storm
Effective runoff coefficient used for area (Q=KCIA) is C = 0.885
Subarea runoff =      3.018(CFS)
Total initial stream area =        0.590(Ac.)
Pervious area fraction = 0.100
Initial area Fm value =    0.098(In/Hr)


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Process from Point/Station        2.001 to Point/Station        2.001
**** CONFLUENCE OF MINOR STREAMS ****
________________________________________________________________________
Along Main Stream number: 2 in normal stream number 3
Stream flow area =      0.590(Ac.)
Runoff from this stream =      3.018(CFS)
Time of concentration =    4.37 min.
Rainfall intensity =     5.782(In/Hr)
```

```
Area averaged loss rate (Fm) =    0.0978(In/Hr)
Area averaged Pervious ratio (Ap) = 0.1000
Summary of stream data:

Stream Flow rate    Area    TC     Fm       Rainfall Intensity
 No.    (CFS)   (Ac.)       (min) (In/Hr)     (In/Hr)


1     16.87     5.350      9.61    0.098      3.601
2     46.29    16.750     12.06    0.098      3.142
3      3.02     0.590      4.37    0.098      5.782
Qmax(1) =
           1.000 *    1.000 *    16.867) +
           1.151 *    0.797 *    46.285) +
           0.616 *    1.000 *     3.018) + =      61.168
Qmax(2) =
           0.869 *    1.000 *    16.867) +
           1.000 *    1.000 *    46.285) +
           0.536 *    1.000 *     3.018) + =      62.562
Qmax(3) =
           1.623 *    0.454 *    16.867) +
           1.867 *    0.362 *    46.285) +
           1.000 *    1.000 *     3.018) + =      46.725

Total of 3 streams to confluence:
Flow rates before confluence point:
      16.867      46.285       3.018
Maximum flow rates at confluence using above data:
       61.168       62.562       46.725
Area of streams before confluence:
        5.350       16.750        0.590
Effective area values after confluence:
       19.289       22.690        9.082
Results of confluence:
Total flow rate =     62.562(CFS)
Time of concentration =    12.060 min.
Effective stream area after confluence =     22.690(Ac.)
Study area average Pervious fraction(Ap) =  0.100
Study area average soil loss rate(Fm) =    0.098(In/Hr)
Study area total (this main stream) =      22.69(Ac.)


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Process from Point/Station        2.001 to Point/Station        2.002
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
________________________________________________________________________
Upstream point/station elevation =   760.300(Ft.)
Downstream point/station elevation =   755.350(Ft.)
Pipe length  =   642.08(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =    62.562(CFS)
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```
Nearest computed pipe diameter  =     39.00(In.)
Calculated individual pipe flow  =    62.562(CFS)
Normal flow depth in pipe =   27.94(In.)
Flow top width inside pipe =   35.16(In.)
Critical Depth =   30.26(In.)
Pipe flow velocity =      9.83(Ft/s)
Travel time through pipe =    1.09 min.
Time of concentration (TC) =    13.15 min.


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.001 to Point/Station        2.002
**** SUBAREA FLOW ADDITION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Time of concentration =    13.15 min.
Rainfall intensity =      2.984(In/Hr) for a   100.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.871
Subarea runoff =      6.681(CFS) for    3.970(Ac.)
Total runoff =     69.242(CFS)
Effective area this stream =       26.66(Ac.)
Total Study Area (Main Stream No. 2) =      148.96(Ac.)
Area averaged Fm value =    0.098(In/Hr)


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Process from Point/Station        2.002 to Point/Station        2.002
**** CONFLUENCE OF MINOR STREAMS ****
________________________________________________________________________
Along Main Stream number: 2 in normal stream number 1
Stream flow area =     26.660(Ac.)
Runoff from this stream =     69.242(CFS)
Time of concentration =   13.15 min.
Rainfall intensity =     2.984(In/Hr)
Area averaged loss rate (Fm) =    0.0978(In/Hr)
Area averaged Pervious ratio (Ap) = 0.1000


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Process from Point/Station        2.300 to Point/Station        2.301
**** INITIAL AREA EVALUATION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
```

```
Initial subarea data:
Initial area flow distance =   656.930(Ft.)
Top (of initial area) elevation =   767.140(Ft.)
Bottom (of initial area) elevation =   763.850(Ft.)
Difference in elevation =     3.290(Ft.)
Slope =    0.00501  s(%)=       0.50
TC = k(0.299)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration =   11.560 min.
Rainfall intensity =      3.223(In/Hr) for a   100.0 year storm
Effective runoff coefficient used for area (Q=KCIA) is C = 0.873
Subarea runoff =      5.035(CFS)
Total initial stream area =        1.790(Ac.)
Pervious area fraction = 0.100
Initial area Fm value =    0.098(In/Hr)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.301 to Point/Station        2.301
**** SUBAREA FLOW ADDITION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Time of concentration =    11.56 min.
Rainfall intensity =      3.223(In/Hr) for a   100.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.873
Subarea runoff =     16.455(CFS) for    5.850(Ac.)
Total runoff =     21.490(CFS)
Effective area this stream =        7.64(Ac.)
Total Study Area (Main Stream No. 2) =      156.60(Ac.)
Area averaged Fm value =    0.098(In/Hr)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.301 to Point/Station        2.302
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
________________________________________________________________________
Upstream point/station elevation =   763.850(Ft.)
Downstream point/station elevation =   760.160(Ft.)
Pipe length  =   738.89(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =    21.490(CFS)
Nearest computed pipe diameter  =     27.00(In.)
Calculated individual pipe flow  =    21.490(CFS)
Normal flow depth in pipe =   21.70(In.)
Flow top width inside pipe =   21.44(In.)
Critical Depth =   19.47(In.)
Pipe flow velocity =      6.27(Ft/s)
Travel time through pipe =    1.96 min.
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Time of concentration (TC) =    13.52 min.


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Process from Point/Station        2.302 to Point/Station        2.302
**** SUBAREA FLOW ADDITION ****
______________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Time of concentration =    13.52 min.
Rainfall intensity =      2.934(In/Hr) for a   100.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.870
Subarea runoff =     16.030(CFS) for    7.060(Ac.)
Total runoff =     37.520(CFS)
Effective area this stream =       14.70(Ac.)
Total Study Area (Main Stream No. 2) =      163.66(Ac.)
Area averaged Fm value =    0.098(In/Hr)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.302 to Point/Station        2.002
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
______________________________________________________________________________
Upstream point/station elevation =   760.160(Ft.)
Downstream point/station elevation =   755.350(Ft.)
Pipe length  =    76.19(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =    37.520(CFS)
Nearest computed pipe diameter  =     21.00(In.)
Calculated individual pipe flow  =    37.520(CFS)
Normal flow depth in pipe =   16.22(In.)
Flow top width inside pipe =   17.61(In.)
Critical depth could not be calculated.
Pipe flow velocity =     18.82(Ft/s)
Travel time through pipe =    0.07 min.
Time of concentration (TC) =    13.59 min.


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.002 to Point/Station        2.002
**** CONFLUENCE OF MINOR STREAMS ****
______________________________________________________________________________
Along Main Stream number: 2 in normal stream number 2
Stream flow area =     14.700(Ac.)
Runoff from this stream =     37.520(CFS)
Time of concentration =   13.59 min.
Rainfall intensity =     2.925(In/Hr)
Area averaged loss rate (Fm) =    0.0978(In/Hr)
```

```
Area averaged Pervious ratio (Ap) = 0.1000


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Process from Point/Station        2.400 to Point/Station        2.401
**** INITIAL AREA EVALUATION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Initial subarea data:
Initial area flow distance =   544.320(Ft.)
Top (of initial area) elevation =   766.500(Ft.)
Bottom (of initial area) elevation =   763.780(Ft.)
Difference in elevation =     2.720(Ft.)
Slope =    0.00500  s(%)=       0.50
TC = k(0.299)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration =   10.728 min.
Rainfall intensity =      3.371(In/Hr) for a   100.0 year storm
Effective runoff coefficient used for area (Q=KCIA) is C = 0.874
Subarea runoff =      3.417(CFS)
Total initial stream area =        1.160(Ac.)
Pervious area fraction = 0.100
Initial area Fm value =    0.098(In/Hr)


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Process from Point/Station        2.401 to Point/Station        2.401
**** SUBAREA FLOW ADDITION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Time of concentration =    10.73 min.
Rainfall intensity =      3.371(In/Hr) for a   100.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.874
Subarea runoff =     12.049(CFS) for    4.090(Ac.)
Total runoff =     15.466(CFS)
Effective area this stream =        5.25(Ac.)
Total Study Area (Main Stream No. 2) =      168.91(Ac.)
Area averaged Fm value =    0.098(In/Hr)


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Process from Point/Station        2.401 to Point/Station        2.402
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
________________________________________________________________________
```

```
Upstream point/station elevation =   763.780(Ft.)
Downstream point/station elevation =   761.070(Ft.)
Pipe length  =   541.68(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =    15.466(CFS)
Nearest computed pipe diameter  =     24.00(In.)
Calculated individual pipe flow  =    15.466(CFS)
Normal flow depth in pipe =   18.98(In.)
Flow top width inside pipe =   19.52(In.)
Critical Depth =   17.01(In.)
Pipe flow velocity =      5.80(Ft/s)
Travel time through pipe =    1.56 min.
Time of concentration (TC) =    12.28 min.


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Process from Point/Station        2.402 to Point/Station        2.402
**** SUBAREA FLOW ADDITION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Time of concentration =    12.28 min.
Rainfall intensity =      3.108(In/Hr) for a   100.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.872
Subarea runoff =      9.187(CFS) for    3.850(Ac.)
Total runoff =     24.654(CFS)
Effective area this stream =        9.10(Ac.)
Total Study Area (Main Stream No. 2) =      172.76(Ac.)
Area averaged Fm value =    0.098(In/Hr)


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Process from Point/Station        2.402 to Point/Station        2.002
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
________________________________________________________________________
Upstream point/station elevation =   761.070(Ft.)
Downstream point/station elevation =   755.350(Ft.)
Pipe length  =    62.68(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =    24.654(CFS)
Nearest computed pipe diameter  =     18.00(In.)
Calculated individual pipe flow  =    24.654(CFS)
Normal flow depth in pipe =   11.93(In.)
Flow top width inside pipe =   17.02(In.)
Critical depth could not be calculated.
Pipe flow velocity =     19.84(Ft/s)
Travel time through pipe =    0.05 min.
Time of concentration (TC) =    12.34 min.
```

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++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.002 to Point/Station        2.002
**** CONFLUENCE OF MINOR STREAMS ****
________________________________________________________________________
Along Main Stream number: 2 in normal stream number 3
Stream flow area =      9.100(Ac.)
Runoff from this stream =     24.654(CFS)
Time of concentration =   12.34 min.
Rainfall intensity =     3.100(In/Hr)
Area averaged loss rate (Fm) =    0.0978(In/Hr)
Area averaged Pervious ratio (Ap) = 0.1000
Summary of stream data:

Stream Flow rate    Area    TC     Fm       Rainfall Intensity
 No.    (CFS)   (Ac.)       (min) (In/Hr)     (In/Hr)


1     69.24    26.660     13.15    0.098      2.984
2     37.52    14.700     13.59    0.098      2.925
3     24.65     9.100     12.34    0.098      3.100
Qmax(1) =
           1.000 *    1.000 *    69.242) +
           1.021 *    0.967 *    37.520) +
           0.961 *    1.000 *    24.654) + =     129.992
Qmax(2) =
           0.980 *    1.000 *    69.242) +
           1.000 *    1.000 *    37.520) +
           0.942 *    1.000 *    24.654) + =     128.573
Qmax(3) =
           1.040 *    0.938 *    69.242) +
           1.062 *    0.908 *    37.520) +
           1.000 *    1.000 *    24.654) + =     128.402

Total of 3 streams to confluence:
Flow rates before confluence point:
      69.242      37.520      24.654
Maximum flow rates at confluence using above data:
      129.992      128.573      128.402
Area of streams before confluence:
       26.660       14.700        9.100
Effective area values after confluence:
       49.982       50.460       47.455
Results of confluence:
Total flow rate =    129.992(CFS)
Time of concentration =    13.149 min.
Effective stream area after confluence =     49.982(Ac.)
Study area average Pervious fraction(Ap) =  0.100
Study area average soil loss rate(Fm) =    0.098(In/Hr)
Study area total (this main stream) =      50.46(Ac.)
```

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++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.002 to Point/Station        2.003
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
________________________________________________________________________
Upstream point/station elevation =   755.350(Ft.)
Downstream point/station elevation =   754.000(Ft.)
Pipe length  =   210.71(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =   129.992(CFS)
Nearest computed pipe diameter  =     51.00(In.)
Calculated individual pipe flow  =   129.992(CFS)
Normal flow depth in pipe =   40.13(In.)
Flow top width inside pipe =   41.78(In.)
Critical Depth =   40.72(In.)
Pipe flow velocity =     10.85(Ft/s)
Travel time through pipe =    0.32 min.
Time of concentration (TC) =    13.47 min.


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.003 to Point/Station        2.003
**** SUBAREA FLOW ADDITION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Time of concentration =    13.47 min.
Rainfall intensity =      2.940(In/Hr) for a   100.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.870
Subarea runoff =     19.957(CFS) for    8.630(Ac.)
Total runoff =    149.950(CFS)
Effective area this stream =       58.61(Ac.)
Total Study Area (Main Stream No. 2) =      181.39(Ac.)
Area averaged Fm value =    0.098(In/Hr)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.003 to Point/Station        2.003
**** CONFLUENCE OF MINOR STREAMS ****
________________________________________________________________________
Along Main Stream number: 2 in normal stream number 1
Stream flow area =     58.612(Ac.)
Runoff from this stream =    149.950(CFS)
Time of concentration =   13.47 min.
Rainfall intensity =     2.940(In/Hr)
Area averaged loss rate (Fm) =    0.0978(In/Hr)
Area averaged Pervious ratio (Ap) = 0.1000
```

```
++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.500 to Point/Station        2.501
**** INITIAL AREA EVALUATION ****
------------------------------------------------------------------------
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Initial subarea data:
Initial area flow distance =   580.350(Ft.)
Top (of initial area) elevation =   777.930(Ft.)
Bottom (of initial area) elevation =   766.900(Ft.)
Difference in elevation =    11.030(Ft.)
Slope =    0.01901  s(%)=       1.90
TC = k(0.299)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration =    8.426 min.
Rainfall intensity =      3.897(In/Hr) for a   100.0 year storm
Effective runoff coefficient used for area (Q=KCIA) is C = 0.877
Subarea runoff =     12.993(CFS)
Total initial stream area =        3.800(Ac.)
Pervious area fraction = 0.100
Initial area Fm value =    0.098(In/Hr)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.501 to Point/Station        2.501
**** SUBAREA FLOW ADDITION ****
------------------------------------------------------------------------
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Time of concentration =     8.43 min.
Rainfall intensity =      3.897(In/Hr) for a   100.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.877
Subarea runoff =     21.882(CFS) for    6.400(Ac.)
Total runoff =     34.875(CFS)
Effective area this stream =       10.20(Ac.)
Total Study Area (Main Stream No. 2) =      191.59(Ac.)
Area averaged Fm value =    0.098(In/Hr)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.501 to Point/Station        2.502
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
------------------------------------------------------------------------
Upstream point/station elevation =   766.900(Ft.)
```

```
Downstream point/station elevation =   759.860(Ft.)
Pipe length  =  1139.32(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =    34.875(CFS)
Nearest computed pipe diameter  =     33.00(In.)
Calculated individual pipe flow  =    34.875(CFS)
Normal flow depth in pipe =   23.13(In.)
Flow top width inside pipe =   30.22(In.)
Critical Depth =   23.59(In.)
Pipe flow velocity =      7.84(Ft/s)
Travel time through pipe =    2.42 min.
Time of concentration (TC) =    10.85 min.


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.502 to Point/Station        2.502
**** SUBAREA FLOW ADDITION ****
________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Time of concentration =    10.85 min.
Rainfall intensity =      3.349(In/Hr) for a   100.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.874
Subarea runoff =      8.719(CFS) for    4.700(Ac.)
Total runoff =     43.594(CFS)
Effective area this stream =       14.90(Ac.)
Total Study Area (Main Stream No. 2) =      196.29(Ac.)
Area averaged Fm value =    0.098(In/Hr)


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Process from Point/Station        2.502 to Point/Station        2.503
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
________________________________________________________________________
Upstream point/station elevation =   759.860(Ft.)
Downstream point/station elevation =   757.060(Ft.)
Pipe length  =   560.70(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =    43.594(CFS)
Nearest computed pipe diameter  =     36.00(In.)
Calculated individual pipe flow  =    43.594(CFS)
Normal flow depth in pipe =   27.33(In.)
Flow top width inside pipe =   30.79(In.)
Critical Depth =   25.79(In.)
Pipe flow velocity =      7.57(Ft/s)
Travel time through pipe =    1.23 min.
Time of concentration (TC) =    12.08 min.
```

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Process from Point/Station        2.503 to Point/Station        2.003
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
______________________________________________________________________________
Upstream point/station elevation =   757.060(Ft.)
Downstream point/station elevation =   754.000(Ft.)
Pipe length  =   616.83(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =    43.594(CFS)
Nearest computed pipe diameter  =     36.00(In.)
Calculated individual pipe flow  =    43.594(CFS)
Normal flow depth in pipe =   27.42(In.)
Flow top width inside pipe =   30.67(In.)
Critical Depth =   25.79(In.)
Pipe flow velocity =      7.55(Ft/s)
Travel time through pipe =    1.36 min.
Time of concentration (TC) =    13.44 min.


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.003 to Point/Station        2.003
**** CONFLUENCE OF MINOR STREAMS ****
______________________________________________________________________________
Along Main Stream number: 2 in normal stream number 2
Stream flow area =     14.900(Ac.)
Runoff from this stream =     43.594(CFS)
Time of concentration =   13.44 min.
Rainfall intensity =     2.944(In/Hr)
Area averaged loss rate (Fm) =    0.0978(In/Hr)
Area averaged Pervious ratio (Ap) = 0.1000
Summary of stream data:

Stream Flow rate    Area    TC     Fm       Rainfall Intensity
 No.    (CFS)   (Ac.)       (min) (In/Hr)     (In/Hr)


1    149.95    58.612     13.47    0.098      2.940
2     43.59    14.900     13.44    0.098      2.944
Qmax(1) =
           1.000 *    1.000 *   149.950) +
           0.999 *    1.000 *    43.594) + =     193.487
Qmax(2) =
           1.001 *    0.998 *   149.950) +
           1.000 *    1.000 *    43.594) + =     193.425

Total of 2 streams to confluence:
Flow rates before confluence point:
     149.950      43.594
Maximum flow rates at confluence using above data:
      193.487      193.425
Area of streams before confluence:
```

```
       58.612       14.900
Effective area values after confluence:
       73.512       73.390
Results of confluence:
Total flow rate =    193.487(CFS)
Time of concentration =    13.472 min.
Effective stream area after confluence =     73.512(Ac.)
Study area average Pervious fraction(Ap) =  0.100
Study area average soil loss rate(Fm) =    0.098(In/Hr)
Study area total (this main stream) =      73.51(Ac.)


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Process from Point/Station        2.003 to Point/Station        2.004
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
______________________________________________________________________________
Upstream point/station elevation =   754.000(Ft.)
Downstream point/station elevation =   744.250(Ft.)
Pipe length  =  1083.36(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =   193.487(CFS)
Nearest computed pipe diameter  =     57.00(In.)
Calculated individual pipe flow  =   193.487(CFS)
Normal flow depth in pipe =   42.19(In.)
Flow top width inside pipe =   50.00(In.)
Critical Depth =   47.96(In.)
Pipe flow velocity =     13.76(Ft/s)
Travel time through pipe =    1.31 min.
Time of concentration (TC) =    14.78 min.


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.004 to Point/Station        2.004
**** SUBAREA FLOW ADDITION ****
______________________________________________________________________________
Soil classification AP and SCS  values input by user
USER INPUT of soil data for subarea
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Time of concentration =    14.78 min.
Rainfall intensity =      2.781(In/Hr) for a   100.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.868
Subarea runoff =      4.192(CFS) for    8.350(Ac.)
Total runoff =    197.679(CFS)
Effective area this stream =       81.86(Ac.)
Total Study Area (Main Stream No. 2) =      204.64(Ac.)
Area averaged Fm value =    0.098(In/Hr)


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Process from Point/Station        2.004 to Point/Station        1.008
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
------------------------------------------------------------------------
Upstream point/station elevation =   744.250(Ft.)
Downstream point/station elevation =   716.130(Ft.)
Pipe length  =    46.30(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =   197.679(CFS)
Nearest computed pipe diameter  =     27.00(In.)
Calculated individual pipe flow  =   197.679(CFS)
Normal flow depth in pipe =   18.59(In.)
Flow top width inside pipe =   25.01(In.)
Critical depth could not be calculated.
Pipe flow velocity =     67.72(Ft/s)
Travel time through pipe =    0.01 min.
Time of concentration (TC) =    14.80 min.


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.008 to Point/Station        1.008
**** CONFLUENCE OF MAIN STREAMS ****
------------------------------------------------------------------------
The following data inside Main Stream is listed:
In Main Stream number: 2
Stream flow area =     81.862(Ac.)
Runoff from this stream =    197.679(CFS)
Time of concentration =   14.80 min.
Rainfall intensity =     2.780(In/Hr)
Area averaged loss rate (Fm) =    0.0978(In/Hr)
Area averaged Pervious ratio (Ap) = 0.1000
Summary of stream data:

Stream Flow rate    Area    TC     Fm       Rainfall Intensity
 No.    (CFS)   (Ac.)       (min) (In/Hr)     (In/Hr)


1    175.14    78.630     11.04    0.838      3.313
2    197.68    81.862     14.80    0.098      2.780
Qmax(1) =
           1.000 *    1.000 *   175.145) +
           1.199 *    0.746 *   197.679) + =     352.033
Qmax(2) =
           0.785 *    1.000 *   175.145) +
           1.000 *    1.000 *   197.679) + =     335.095

Total of 2 main streams to confluence:
Flow rates before confluence point:
     176.145     198.679
Maximum flow rates at confluence using above data:
      352.033      335.095
Area of streams before confluence:
```

```
       78.630       81.862
Effective area values after confluence:
      139.734      160.492


Results of confluence:
Total flow rate =    352.033(CFS)
Time of concentration =    11.044 min.
Effective stream area after confluence  =    139.734(Ac.)
Study area average Pervious fraction(Ap) =  0.471
Study area average soil loss rate(Fm) =    0.460(In/Hr)
Study area total =     160.49(Ac.)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.008 to Point/Station        1.009
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
______________________________________________________________________________
Upstream point/station elevation =   716.130(Ft.)
Downstream point/station elevation =   715.440(Ft.)
Pipe length  =   132.26(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =   352.033(CFS)
Nearest computed pipe diameter  =     78.00(In.)
Calculated individual pipe flow  =   352.033(CFS)
Normal flow depth in pipe =   59.53(In.)
Flow top width inside pipe =   66.32(In.)
Critical Depth =   60.39(In.)
Pipe flow velocity =     12.96(Ft/s)
Travel time through pipe =    0.17 min.
Time of concentration (TC) =    11.21 min.
End of computations, Total Study Area =          204.64 (Ac.)
The following figures may
be used for a unit hydrograph study of the same area.
Note: These figures do not consider reduced effective area
effects caused by confluences in the rational equation.

Area averaged pervious area fraction(Ap) = 0.553
Area averaged SCS curve number =  32.0
```

A.5 – PROJECT ONSITE HYDROLOGY MODEL

San Bernardino County Rational Hydrology Program

(Hydrology Manual Date - August 1986)

CIVILCADD/CIVILDESIGN Engineering Software, (c) 1989-2019 Version 9.1
Rational Hydrology Study Date: 05/15/24

ORSC PROPOSED LAND USE
100-YEAR

Program License Serial Number 6639

********* Hydrology Study Control Information **********

Rational hydrology study storm event year is 100.0
10 Year storm 1 hour rainfall = 0.800(In.)
100 Year storm 1 hour rainfall = 1.200(In.)
Computed rainfall intensity:
Storm year = 100.00 1 hour rainfall = 1.200 (In.)
Slope used for rainfall intensity curve b = 0.6000
Soil antecedent moisture condition (AMC) = 2

++
Process from Point/Station 1.000 to Point/Station 1.010
**** INITIAL AREA EVALUATION ****

PARK subarea
Decimal fraction soil group A = 1.000
Decimal fraction soil group B = 0.000
Decimal fraction soil group C = 0.000
Decimal fraction soil group D = 0.000
SCS curve number for soil(AMC 2) = 32.00
Pervious ratio(Ap) = 0.8500 Max loss rate(Fm)= 0.831(In/Hr)
Initial subarea data:
Initial area flow distance = 582.850(Ft.)
Top (of initial area) elevation = 744.440(Ft.)
Bottom (of initial area) elevation = 740.610(Ft.)
Difference in elevation = 3.830(Ft.)
Slope = 0.00657 s(%)= 0.66
TC = k(0.483)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration = 16.852 min.
Rainfall intensity = 2.571(In/Hr) for a 100.0 year storm

```
Effective runoff coefficient used for area (Q=KCIA) is C = 0.609
Subarea runoff =      1.613(CFS)
Total initial stream area =        1.030(Ac.)
Pervious area fraction = 0.850
Initial area Fm value =    0.831(In/Hr)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.010 to Point/Station        1.020
**** PIPEFLOW TRAVEL TIME (User specified size) ****
________________________________________________________________________
Upstream point/station elevation =   740.610(Ft.)
Downstream point/station elevation =   715.440(Ft.)
Pipe length  =  4731.14(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =     1.613(CFS)
Given pipe size =    120.00(In.)
Calculated individual pipe flow  =     1.613(CFS)
Normal flow depth in pipe =    3.30(In.)
Flow top width inside pipe =   39.28(In.)
Critical depth could not be calculated.
Pipe flow velocity =      2.67(Ft/s)
Travel time through pipe =   29.53 min.
Time of concentration (TC) =    46.38 min.


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.010 to Point/Station        1.020
**** SUBAREA FLOW ADDITION ****
________________________________________________________________________
PARK subarea
Decimal fraction soil group A = 1.000
Decimal fraction soil group B = 0.000
Decimal fraction soil group C = 0.000
Decimal fraction soil group D = 0.000
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.8500     Max loss rate(Fm)=     0.831(In/Hr)
Time of concentration =    46.38 min.
Rainfall intensity =      1.400(In/Hr) for a   100.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.366
Subarea runoff =     76.211(CFS) for  150.870(Ac.)
Total runoff =     77.824(CFS)
Effective area this stream =      151.90(Ac.)
Total Study Area (Main Stream No. 1) =      151.90(Ac.)
Area averaged Fm value =    0.831(In/Hr)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.020 to Point/Station        1.020
**** CONFLUENCE OF MAIN STREAMS ****
```

```
The following data inside Main Stream is listed:
In Main Stream number: 1
Stream flow area =    151.900(Ac.)
Runoff from this stream =     77.824(CFS)
Time of concentration =   46.38 min.
Rainfall intensity =     1.400(In/Hr)
Area averaged loss rate (Fm) =    0.8311(In/Hr)
Area averaged Pervious ratio (Ap) = 0.8500
Program is now starting with Main Stream No. 2


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.000 to Point/Station        2.010
**** INITIAL AREA EVALUATION ****
------------------------------------------------------------------------
COMMERCIAL subarea type
Decimal fraction soil group A = 1.000
Decimal fraction soil group B = 0.000
Decimal fraction soil group C = 0.000
Decimal fraction soil group D = 0.000
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Initial subarea data:
Initial area flow distance =   583.860(Ft.)
Top (of initial area) elevation =   772.970(Ft.)
Bottom (of initial area) elevation =   766.770(Ft.)
Difference in elevation =     6.200(Ft.)
Slope =    0.01062  s(%)=       1.06
TC = k(0.304)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration =    9.642 min.
Rainfall intensity =      3.594(In/Hr) for a   100.0 year storm
Effective runoff coefficient used for area (Q=KCIA) is C = 0.876
Subarea runoff =      1.951(CFS)
Total initial stream area =        0.620(Ac.)
Pervious area fraction = 0.100
Initial area Fm value =    0.098(In/Hr)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.010 to Point/Station        1.020
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
------------------------------------------------------------------------
Upstream point/station elevation =   766.770(Ft.)
Downstream point/station elevation =   715.440(Ft.)
Pipe length  =  2643.85(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =     1.951(CFS)
Nearest computed pipe diameter  =      9.00(In.)
Calculated individual pipe flow  =     1.951(CFS)
Normal flow depth in pipe =    6.35(In.)
```

```
Flow top width inside pipe =    8.20(In.)
Critical Depth =    7.63(In.)
Pipe flow velocity =      5.85(Ft/s)
Travel time through pipe =    7.53 min.
Time of concentration (TC) =    17.17 min.


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.010 to Point/Station        1.020
**** SUBAREA FLOW ADDITION ****
________________________________________________________________________
COMMERCIAL subarea type
Decimal fraction soil group A = 1.000
Decimal fraction soil group B = 0.000
Decimal fraction soil group C = 0.000
Decimal fraction soil group D = 0.000
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.1000     Max loss rate(Fm)=     0.098(In/Hr)
Time of concentration =    17.17 min.
Rainfall intensity =      2.542(In/Hr) for a   100.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.865
Subarea runoff =    116.315(CFS) for   53.140(Ac.)
Total runoff =    118.266(CFS)
Effective area this stream =       53.76(Ac.)
Total Study Area (Main Stream No. 2) =      205.66(Ac.)
Area averaged Fm value =    0.098(In/Hr)


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Process from Point/Station        1.020 to Point/Station        1.020
**** CONFLUENCE OF MAIN STREAMS ****
________________________________________________________________________
The following data inside Main Stream is listed:
In Main Stream number: 2
Stream flow area =     53.760(Ac.)
Runoff from this stream =    118.266(CFS)
Time of concentration =   17.17 min.
Rainfall intensity =     2.542(In/Hr)
Area averaged loss rate (Fm) =    0.0978(In/Hr)
Area averaged Pervious ratio (Ap) = 0.1000
Summary of stream data:

Stream Flow rate    Area    TC     Fm       Rainfall Intensity
 No.    (CFS)   (Ac.)       (min) (In/Hr)     (In/Hr)


1     77.82   151.900     46.38    0.831      1.400
2    118.27    53.760     17.17    0.098      2.542
Qmax(1) =
```

```
           1.000 *    1.000 *    77.824) +
           0.533 *    1.000 *   118.266) + =     140.849
Qmax(2) =
           3.006 *    0.370 *    77.824) +
           1.000 *    1.000 *   118.266) + =     204.856

Total of 2 main streams to confluence:
Flow rates before confluence point:
      78.824     119.266
Maximum flow rates at confluence using above data:
      140.849      204.856
Area of streams before confluence:
      151.900       53.760
Effective area values after confluence:
      205.660      109.993


Results of confluence:
Total flow rate =    204.856(CFS)
Time of concentration =    17.171 min.
Effective stream area after confluence  =    109.993(Ac.)
Study area average Pervious fraction(Ap) =  0.654
Study area average soil loss rate(Fm) =    0.639(In/Hr)
Study area total =     205.66(Ac.)
End of computations, Total Study Area =          205.66 (Ac.)
The following figures may
be used for a unit hydrograph study of the same area.
Note: These figures do not consider reduced effective area
effects caused by confluences in the rational equation.

Area averaged pervious area fraction(Ap) = 0.654
Area averaged SCS curve number =  32.0
```

A.6 – MASTERPLAN ONSITE HYDROLOGY MODEL

San Bernardino County Rational Hydrology Program

(Hydrology Manual Date - August 1986)

CIVILCADD/CIVILDESIGN Engineering Software, (c) 1989-2019 Version 9.1
Rational Hydrology Study Date: 05/15/24

ORSC EXISTING CONDITION
100-YEAR

Program License Serial Number 6639

********* Hydrology Study Control Information **********

Rational hydrology study storm event year is 100.0
10 Year storm 1 hour rainfall = 0.800(In.)
100 Year storm 1 hour rainfall = 1.200(In.)
Computed rainfall intensity:
Storm year = 100.00 1 hour rainfall = 1.200 (In.)
Slope used for rainfall intensity curve b = 0.6000
Soil antecedent moisture condition (AMC) = 2

++
Process from Point/Station 1.000 to Point/Station 1.010
**** INITIAL AREA EVALUATION ****

RESIDENTIAL(5 - 7 dwl/acre)
Decimal fraction soil group A = 1.000
Decimal fraction soil group B = 0.000
Decimal fraction soil group C = 0.000
Decimal fraction soil group D = 0.000
SCS curve number for soil(AMC 2) = 32.00
Pervious ratio(Ap) = 0.5000 Max loss rate(Fm)= 0.489(In/Hr)
Initial subarea data:
Initial area flow distance = 582.850(Ft.)
Top (of initial area) elevation = 744.440(Ft.)
Bottom (of initial area) elevation = 740.610(Ft.)
Difference in elevation = 3.830(Ft.)
Slope = 0.00657 s(%)= 0.66
TC = k(0.389)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration = 13.572 min.
Rainfall intensity = 2.927(In/Hr) for a 100.0 year storm

```
Effective runoff coefficient used for area (Q=KCIA) is C = 0.750
Subarea runoff =      2.261(CFS)
Total initial stream area =        1.030(Ac.)
Pervious area fraction = 0.500
Initial area Fm value =    0.489(In/Hr)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.010 to Point/Station        1.020
**** PIPEFLOW TRAVEL TIME (User specified size) ****
________________________________________________________________________
Upstream point/station elevation =   740.610(Ft.)
Downstream point/station elevation =   715.440(Ft.)
Pipe length  =  4731.14(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =     2.261(CFS)
Given pipe size =    120.00(In.)
Calculated individual pipe flow  =     2.261(CFS)
Normal flow depth in pipe =    3.87(In.)
Flow top width inside pipe =   42.38(In.)
Critical depth could not be calculated.
Pipe flow velocity =      2.96(Ft/s)
Travel time through pipe =   26.63 min.
Time of concentration (TC) =    40.21 min.


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.010 to Point/Station        1.020
**** SUBAREA FLOW ADDITION ****
________________________________________________________________________
RESIDENTIAL(5 - 7 dwl/acre)
Decimal fraction soil group A = 1.000
Decimal fraction soil group B = 0.000
Decimal fraction soil group C = 0.000
Decimal fraction soil group D = 0.000
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.5000     Max loss rate(Fm)=     0.489(In/Hr)
Time of concentration =    40.21 min.
Rainfall intensity =      1.526(In/Hr) for a   100.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.612
Subarea runoff =    139.494(CFS) for  150.870(Ac.)
Total runoff =    141.754(CFS)
Effective area this stream =      151.90(Ac.)
Total Study Area (Main Stream No. 1) =      151.90(Ac.)
Area averaged Fm value =    0.489(In/Hr)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.020 to Point/Station        1.020
**** CONFLUENCE OF MAIN STREAMS ****
```

```
The following data inside Main Stream is listed:
In Main Stream number: 1
Stream flow area =    151.900(Ac.)
Runoff from this stream =    141.754(CFS)
Time of concentration =   40.21 min.
Rainfall intensity =     1.526(In/Hr)
Area averaged loss rate (Fm) =    0.4889(In/Hr)
Area averaged Pervious ratio (Ap) = 0.5000
Program is now starting with Main Stream No. 2


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.000 to Point/Station        2.010
**** INITIAL AREA EVALUATION ****
------------------------------------------------------------------------
RESIDENTIAL(5 - 7 dwl/acre)
Decimal fraction soil group A = 1.000
Decimal fraction soil group B = 0.000
Decimal fraction soil group C = 0.000
Decimal fraction soil group D = 0.000
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.5000     Max loss rate(Fm)=     0.489(In/Hr)
Initial subarea data:
Initial area flow distance =   583.860(Ft.)
Top (of initial area) elevation =   772.970(Ft.)
Bottom (of initial area) elevation =   766.770(Ft.)
Difference in elevation =     6.200(Ft.)
Slope =    0.01062  s(%)=       1.06
TC = k(0.389)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration =   12.338 min.
Rainfall intensity =      3.100(In/Hr) for a   100.0 year storm
Effective runoff coefficient used for area (Q=KCIA) is C = 0.758
Subarea runoff =      1.457(CFS)
Total initial stream area =        0.620(Ac.)
Pervious area fraction = 0.500
Initial area Fm value =    0.489(In/Hr)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.010 to Point/Station        1.020
**** PIPEFLOW TRAVEL TIME (Program estimated size) ****
------------------------------------------------------------------------
Upstream point/station elevation =   766.770(Ft.)
Downstream point/station elevation =   715.440(Ft.)
Pipe length  =  2643.85(Ft.)   Manning's N = 0.013
No. of pipes = 1  Required pipe flow  =     1.457(CFS)
Nearest computed pipe diameter  =      9.00(In.)
Calculated individual pipe flow  =     1.457(CFS)
Normal flow depth in pipe =    5.19(In.)
```

```
Flow top width inside pipe =    8.89(In.)
Critical Depth =    6.67(In.)
Pipe flow velocity =      5.52(Ft/s)
Travel time through pipe =    7.98 min.
Time of concentration (TC) =    20.32 min.


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        2.010 to Point/Station        1.020
**** SUBAREA FLOW ADDITION ****
________________________________________________________________________
RESIDENTIAL(5 - 7 dwl/acre)
Decimal fraction soil group A = 1.000
Decimal fraction soil group B = 0.000
Decimal fraction soil group C = 0.000
Decimal fraction soil group D = 0.000
SCS curve number for soil(AMC 2)  = 32.00
Pervious ratio(Ap) = 0.5000     Max loss rate(Fm)=     0.489(In/Hr)
Time of concentration =    20.32 min.
Rainfall intensity =      2.298(In/Hr) for a   100.0 year storm
Effective runoff coefficient used for area,(total area with modified
rational method)(Q=KCIA) is C = 0.708
Subarea runoff =     86.061(CFS) for   53.140(Ac.)
Total runoff =     87.517(CFS)
Effective area this stream =       53.76(Ac.)
Total Study Area (Main Stream No. 2) =      205.66(Ac.)
Area averaged Fm value =    0.489(In/Hr)


++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++++
Process from Point/Station        1.020 to Point/Station        1.020
**** CONFLUENCE OF MAIN STREAMS ****
________________________________________________________________________
The following data inside Main Stream is listed:
In Main Stream number: 2
Stream flow area =     53.760(Ac.)
Runoff from this stream =     87.517(CFS)
Time of concentration =   20.32 min.
Rainfall intensity =     2.298(In/Hr)
Area averaged loss rate (Fm) =    0.4889(In/Hr)
Area averaged Pervious ratio (Ap) = 0.5000
Summary of stream data:

Stream Flow rate    Area    TC     Fm       Rainfall Intensity
 No.    (CFS)   (Ac.)       (min) (In/Hr)     (In/Hr)


1    141.75   151.900     40.21    0.489      1.526
2     87.52    53.760     20.32    0.489      2.298
Qmax(1) =
```

```
           1.000 *    1.000 *   141.754) +
           0.573 *    1.000 *    87.517) + =     191.924
Qmax(2) =
           1.744 *    0.505 *   141.754) +
           1.000 *    1.000 *    87.517) + =     212.504

Total of 2 main streams to confluence:
Flow rates before confluence point:
     142.754      88.517
Maximum flow rates at confluence using above data:
      191.924      212.504
Area of streams before confluence:
      151.900       53.760
Effective area values after confluence:
      205.660      130.536

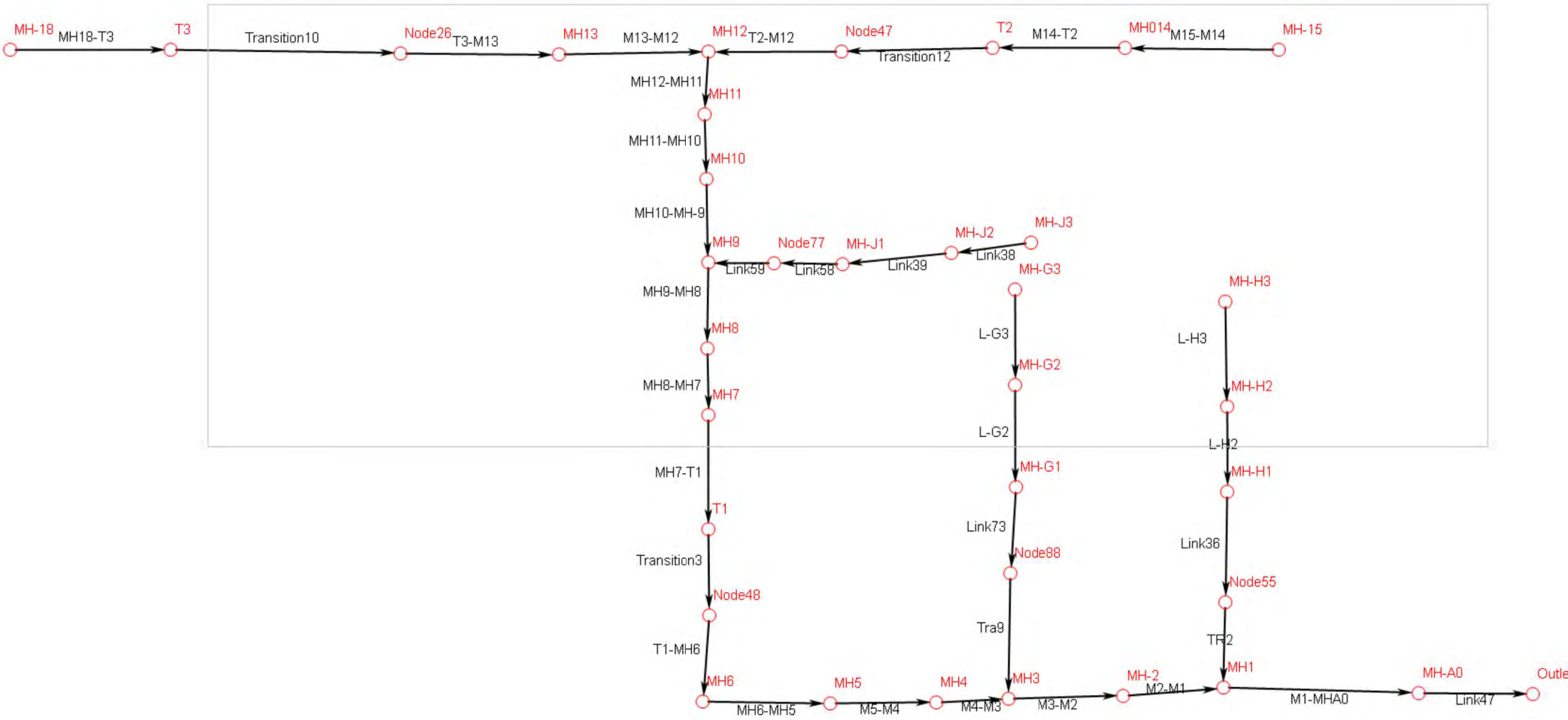

Results of confluence:
Total flow rate =    212.504(CFS)
Time of concentration =    20.322 min.
Effective stream area after confluence  =    130.536(Ac.)
Study area average Pervious fraction(Ap) =  0.500
Study area average soil loss rate(Fm) =    0.489(In/Hr)
Study area total =     205.66(Ac.)
End of computations, Total Study Area =          205.66 (Ac.)
The following figures may
be used for a unit hydrograph study of the same area.
Note: These figures do not consider reduced effective area
effects caused by confluences in the rational equation.

Area averaged pervious area fraction(Ap) = 0.500
Area averaged SCS curve number =  32.0
```

APPENDIX B - HYDRAULICS

B.1 – WSPG MODEL

WSPG Software Layout Chino Avenue



```
************************************
Water Surface Profile Gradient (WSPG)
XP WSPG
Engine Version 3.1         19/04/2012
Innovyze              www.innovyze.com
************************************

INPUT FILE
************************************
J:\2024 Jobs\224058 - 045.ONT.0016.01 Sports Complex\Drainage\30\Calcs\WSPG\Proposed_4-29\Proposed_Chino_SD.wsx
Computed  04/30/24  12:00:03

TITLE INFORMATION
************************************
 ONTARIO CHINO
 TEST
 AP

WARNING SUMMARY
************************************
 WARNING 25: Link type element Transition12 has different invert elevation than its upstream node.
 WARNING 25: Link type element TR2 has different invert elevation than its upstream node.
 WARNING 36: D/S processing stopped in junction MH12 because critical momentum is greater than maximum momentum.
 WARNING 36: D/S processing stopped in junction MH11 because critical momentum is greater than maximum momentum.
 WARNING 36: D/S processing stopped in junction MH9 because critical momentum is greater than maximum momentum.
 WARNING 36: D/S processing stopped in junction MH3 because critical momentum is greater than maximum momentum.
 WARNING 36: D/S processing stopped in junction MH1 because critical momentum is greater than maximum momentum.
 WARNING 36: D/S processing stopped in junction MH-A0 because critical momentum is greater than maximum momentum.
 WARNING 36: D/S processing stopped in junction MH-J2 because critical momentum is greater than maximum momentum.
 WARNING 36: D/S processing stopped in junction MH-J1 because critical momentum is greater than maximum momentum.
 WARNING 36: D/S processing stopped in junction MH-G2 because critical momentum is greater than maximum momentum.
 WARNING 36: D/S processing stopped in junction MH-G1 because critical momentum is greater than maximum momentum.
 WARNING 36: D/S processing stopped in junction MH-H2 because critical momentum is greater than maximum momentum.
 WARNING 36: D/S processing stopped in junction MH-H1 because critical momentum is greater than maximum momentum.

RESULTS
************************************


============================================================
   Main Line
============================================================

 Composite Profile:

ELEMENT    TYPE       STATION    INVERT   GROUND   W.S.      DEPTH    Q   BARREL VELOC.  VELOC. ENERGY     SUPER   CRITICAL FROUDE  SLOPE    NORMAL   CROSS
NAME                             ELEV     ELEV     ELEV                                  HEAD   GRADE LN   ELEV    DEPTH    NUMBER           DEPTH    SECTION
---------- ---------- ---------- -------- -------- --------  -------- ---------- ------- ------ ---------- ------  -------- ------  -------  ------   ---------
###
"Outlet"   Outlet     0.00       715.44   755.00   727.500   12.060   1543.87 1   13.65   2.89   730.39     0.000   9.048    0.000   0.00000  0.000    Circular Pipe
           "i.p."     47.12      715.66   754.69   727.655   12.000   1543.87 1   13.65   2.89   730.55     0.000   9.048    0.060   0.00457  8.493    Circular Pipe
"Link47"   Reach      151.00     716.13   754.00   727.966   11.836   1543.87 1   13.69   2.91   730.88     0.000   9.048    0.379   0.00457  8.493    Circular Pipe
```

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"MH-A0"	Junction	156.00	716.13	755.00	729.390	13.260	1345.34	1	11.90	2.20	731.59	0.000	8.449	0.000	0.00000	0.000	Circular Pipe
"M1-MHA0"	Reach	253.00	716.61	755.00	729.633	13.023	1345.34	1	11.90	2.20	731.83	0.000	8.449	0.000	0.00495	7.477	Circular Pipe
"MH1"	Join	258.00	716.61	755.00	730.070	13.460	1278.63	1	11.31	1.98	732.05	0.000	8.233	0.000	0.00000	0.000	Circular Pipe
"M2-M1"	Reach	729.50	718.91	760.00	731.136	12.226	1278.63	1	11.31	1.98	733.12	0.000	8.233	0.000	0.00488	7.263	Circular Pipe
"MH-2"	Junction	734.50	718.91	760.00	731.148	12.238	1278.53	1	11.30	1.98	733.13	0.000	8.233	0.000	0.00000	0.000	Circular Pipe
	"i.p."	832.95	719.37	760.00	731.370	12.000	1278.53	1	11.30	1.98	733.35	0.000	8.233	0.049	0.00467	7.365	Circular Pipe
"M3-M2"	Reach	1175.20	720.97	760.00	731.909	10.939	1278.53	1	11.82	2.17	734.08	0.000	8.233	0.523	0.00467	7.365	Circular Pipe
"MH3"	Join	1180.20	720.97	760.00	732.337	11.367	1229.09	1	11.09	1.91	734.25	0.000	8.068	0.000	0.00000	0.000	Circular Pipe
	"i.p."	1385.83	721.93	760.00	732.524	10.591	1229.09	1	11.63	2.10	734.63	0.000	8.068	0.554	0.00468	7.172	Circular Pipe
	"i.p."	1524.10	722.58	760.00	732.584	10.003	1229.09	1	12.20	2.31	734.90	0.000	8.068	0.641	0.00468	7.172	Circular Pipe
"M4-M3"	Reach	1624.20	723.05	760.00	732.580	9.530	1229.09	1	12.76	2.53	735.11	0.000	8.068	0.714	0.00468	7.172	Circular Pipe
HYDRAULIC JUMP at 1682.51 of length 0.10																	
	"i.p."	1682.51	723.32	758.69	732.556	9.234	1229.09	1	13.16	2.69	735.25	0.000	8.068	0.763	0.00466	7.183	Circular Pipe
	"i.p."	1682.51	723.32	758.69	730.343	7.021	1229.09	1	17.88	4.96	735.31	0.000	8.068	1.307	0.00466	7.183	Circular Pipe
	"i.p."	1757.90	723.67	756.99	730.658	6.984	1229.09	1	17.99	5.03	735.68	0.000	8.068	1.320	0.00466	7.183	Circular Pipe
"M5-M4"	Reach	2068.20	725.12	750.00	731.837	6.717	1229.09	1	18.87	5.53	737.37	0.000	8.068	1.422	0.00466	7.183	Circular Pipe
	"i.p."	2075.69	725.16	750.00	731.867	6.711	1229.09	1	18.89	5.54	737.41	0.000	8.068	1.425	0.00491	7.065	Circular Pipe
	"i.p."	2316.29	726.34	750.00	732.794	6.457	1229.09	1	19.82	6.10	738.89	0.000	8.068	1.534	0.00491	7.065	Circular Pipe
"MH6-MH5"	Reach	2494.20	727.21	750.00	733.426	6.216	1229.09	1	20.78	6.71	740.13	0.000	8.068	1.649	0.00491	7.065	Circular Pipe
"MH6"	Junction	2499.20	727.21	750.00	733.404	6.194	1228.99	1	20.87	6.77	740.17	0.000	8.068	0.000	0.00000	0.000	Circular Pipe
"T1-MH6"	Reach	2793.20	729.18	746.00	735.185	6.007	1228.99	1	21.70	7.31	742.50	0.000	8.068	1.760	0.00669	6.411	Circular Pipe
"Transiti"	Transition	2799.20	729.22	745.50	736.609	7.389	1228.99	1	19.75	6.06	742.67	0.000	8.373	1.308	0.00700	0.000	Circular Pipe
"MH7-T1"	Reach	2936.20	730.22	745.00	737.721	7.501	1228.99	1	19.45	5.87	743.59	0.000	8.373	1.268	0.00730	7.212	Circular Pipe
"MH8-MH7"	Reach	3430.20	733.51	752.00	741.247	7.737	1228.99	1	18.85	5.52	746.76	0.000	8.373	1.190	0.00666	7.491	Circular Pipe
	"i.p."	3770.45	735.63	756.02	743.581	7.950	1228.99	1	18.36	5.23	748.81	0.000	8.373	1.123	0.00623	7.714	Circular Pipe
"MH9-MH8"	Reach	3853.70	736.15	757.00	744.522	8.372	1228.99	1	17.50	4.76	749.28	0.000	8.373	1.000	0.00623	7.714	Circular Pipe
"MH9"	Join	3858.70	736.15	757.00	746.508	10.358	1149.10	1	14.63	3.32	749.83	0.000	8.131	0.000	0.00000	0.000	Circular Pipe
	"i.p."	4044.87	737.41	757.44	747.407	10.000	1149.10	1	14.63	3.32	750.73	0.000	8.131	0.073	0.00675	7.053	Circular Pipe
"MH10-MH-"	Reach	4282.20	739.01	758.00	748.214	9.204	1149.10	1	15.20	3.59	751.80	0.000	8.131	0.717	0.00675	7.053	Circular Pipe
HYDRAULIC JUMP at 4286.76 of length 0.10																	
	"i.p."	4286.76	739.04	758.06	748.222	9.181	1149.10	1	15.22	3.60	751.82	0.000	8.131	0.723	0.00676	7.051	Circular Pipe
	"i.p."	4286.76	739.04	758.06	746.200	7.159	1149.10	1	19.10	5.66	751.86	0.000	8.131	1.303	0.00676	7.051	Circular Pipe
	"i.p."	4558.91	740.88	761.87	748.264	7.383	1149.10	1	18.48	5.31	753.57	0.000	8.131	1.225	0.00676	7.051	Circular Pipe
	"i.p."	4682.95	741.72	763.60	749.456	7.737	1149.10	1	17.62	4.82	754.28	0.000	8.131	1.113	0.00676	7.051	Circular Pipe
"MH11-MH1"	Reach	4711.20	741.91	764.00	750.040	8.130	1149.10	1	16.80	4.38	754.42	0.000	8.131	1.000	0.00676	7.051	Circular Pipe
"MH11"	Junction	4716.20	741.91	764.00	754.619	12.709	818.10	1	10.42	1.68	756.30	0.000	6.892	0.000	0.00000	0.000	Circular Pipe
"MH12-MH1"	Reach	5095.10	744.44	766.00	755.546	11.106	818.10	1	10.42	1.68	757.23	0.000	6.892	0.000	0.00668	5.614	Circular Pipe
"MH12"	Join	5101.10	744.44	766.00	758.741	14.301	190.10	1	2.42	0.09	758.83	0.000	3.224	0.000	0.00000	0.000	Circular Pipe
"T2-M12"	Reach	5132.10	747.84	766.00	758.745	10.907	190.10	1	2.42	0.09	758.84	0.000	3.224	0.000	0.10961	1.275	Circular Pipe
"Transiti"	Transition	5138.10	746.88	766.00	758.263	11.383	190.10	1	6.72	0.70	758.96	0.000	3.765	0.000	-0.15967	0.000	Circular Pipe
"T2"	Junction	5143.10	746.88	766.00	758.275	11.395	190.00	1	6.72	0.70	758.98	0.000	3.764	0.000	0.00000	0.000	Circular Pipe
"M14-T2"	Reach	5332.70	747.96	770.00	758.656	10.696	190.00	1	6.72	0.70	759.36	0.000	3.764	0.000	0.00570	3.330	Circular Pipe
"M15-M14"	Reach	5757.60	750.00	770.00	759.511	9.511	190.00	1	6.72	0.70	760.21	0.000	3.764	0.000	0.00480	3.515	Circular Pipe
"MH-15"	Headwrk	5757.60	750.00	770.00	759.511	9.511	190.00	1	6.72	0.70	760.21	0.000	3.764	0.000	0.00000	0.000	Circular Pipe

*) in the W.S.ELEV column indicates flooding, it is set whenever W.S.ELEV > GROUND ELEV
i.p. = intermediate point processing results for reaches

==========
MH12_Lateral1
==========

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 Composite Profile:

ELEMENT NAME	TYPE	STATION	INVERT ELEV	GROUND ELEV	W.S. ELEV	DEPTH	Q	BARREL	VELOC.	VELOC. HEAD	ENERGY GRADE LN	SUPER ELEV	CRITICAL DEPTH	FROUDE NUMBER	SLOPE	NORMAL DEPTH	CROSS SECTION
###																	
"Outlet/M"	Outlet	5101.10	744.44	766.00	757.144	12.704	628.00	1	8.00	0.99	758.14	0.000	6.012	0.000	0.00000	0.000	Circular Pipe
"M13-M12"	Reach	5280.40	745.63	775.00	757.402	11.772	628.00	1	8.00	0.99	758.39	0.000	6.012	0.000	0.00664	4.799	Circular Pipe
"MH13"	Junction	5285.40	745.63	775.00	757.490	11.860	615.00	1	7.83	0.95	758.44	0.000	5.947	0.000	0.00000	0.000	Circular Pipe
"T3-M13"	Reach	5315.40	745.85	775.00	757.532	11.682	615.00	1	7.83	0.95	758.48	0.000	5.947	0.000	0.00733	4.608	Circular Pipe
"Transiti"	Transition	5321.40	745.85	775.00	757.144	11.294	615.00	1	9.67	1.45	758.60	0.000	6.135	0.000	0.00000	0.000	Circular Pipe
"MH18-T3"	Reach	5651.40	748.20	776.00	757.945	9.745	615.00	1	9.67	1.45	759.40	0.000	6.135	0.000	0.00712	4.939	Circular Pipe
"MH-18"	Headwrk	5651.40	748.20	776.00	757.945	9.745	615.00	1	9.67	1.45	759.40	0.000	6.135	0.000	0.00000	0.000	Circular Pipe

 *) in the W.S.ELEV column indicates flooding, it is set whenever W.S.ELEV > GROUND ELEV
    i.p. = intermediate point processing results for reaches

==========
   MH9_Lateral1
==========

 Composite Profile:

ELEMENT NAME	TYPE	STATION	INVERT ELEV	GROUND ELEV	W.S. ELEV	DEPTH	Q	BARREL	VELOC.	VELOC. HEAD	ENERGY GRADE LN	SUPER ELEV	CRITICAL DEPTH	FROUDE NUMBER	SLOPE	NORMAL DEPTH	CROSS SECTION
###																	
"Outlet/M"	Outlet	3858.70	736.15	757.00	745.515	9.365	79.89	1	1.04	0.02	745.53	0.000	2.065	0.000	0.00000	0.000	Circular Pipe
"Link59"	Transition	3864.70	738.50	755.00	743.985	5.485	79.89	1	11.30	1.98	745.97	0.000	2.769	0.000	0.39167	0.000	Circular Pipe
HYDRAULIC	JUMP at 3909.21 of length 0.11																
	"i.p."	3909.21	740.69	755.00	744.624	3.938	79.89	1	11.30	1.98	746.61	0.000	2.769	0.000	0.04911	1.571	Circular Pipe
	"i.p."	3909.21	740.69	755.00	742.617	1.931	79.89	1	16.62	4.29	746.90	0.000	2.769	2.264	0.04911	1.571	Circular Pipe
	"i.p."	3913.92	740.92	755.00	742.874	1.957	79.89	1	16.36	4.16	747.03	0.000	2.769	2.205	0.04911	1.571	Circular Pipe
	"i.p."	3925.36	741.48	755.00	743.520	2.041	79.89	1	15.60	3.78	747.30	0.000	2.769	2.032	0.04911	1.571	Circular Pipe
	"i.p."	3934.32	741.92	755.00	744.051	2.132	79.89	1	14.87	3.43	747.49	0.000	2.769	1.865	0.04911	1.571	Circular Pipe
	"i.p."	3941.35	742.26	755.00	744.494	2.230	79.89	1	14.18	3.12	747.62	0.000	2.769	1.704	0.04911	1.571	Circular Pipe
	"i.p."	3946.80	742.53	755.00	744.869	2.337	79.89	1	13.52	2.84	747.71	0.000	2.769	1.546	0.04911	1.571	Circular Pipe
	"i.p."	3950.85	742.73	755.00	745.189	2.457	79.89	1	12.89	2.58	747.77	0.000	2.769	1.387	0.04911	1.571	Circular Pipe
	"i.p."	3953.58	742.86	755.00	745.461	2.596	79.89	1	12.29	2.35	747.81	0.000	2.769	1.216	0.04911	1.571	Circular Pipe
"Link58"	Reach	3954.70	742.92	755.00	745.688	2.768	79.89	1	11.72	2.13	747.82	0.000	2.769	1.001	0.04911	1.571	Circular Pipe
"MH-J1"	Junction	3959.70	742.92	755.00	749.589	6.669	22.52	1	3.19	0.16	749.75	0.000	1.527	0.000	0.00000	0.000	Circular Pipe
"Link39"	Reach	4534.70	745.87	755.00	750.244	4.374	22.52	1	3.19	0.16	750.40	0.000	1.527	0.000	0.00513	1.449	Circular Pipe
"MH-J2"	Junction	4539.70	745.87	755.00	750.485	4.615	11.20	1	1.58	0.04	750.52	0.000	1.061	0.000	0.00000	0.000	Circular Pipe
	"i.p."	4882.03	747.58	757.72	750.582	3.000	11.20	1	1.58	0.04	750.62	0.000	1.061	0.020	0.00500	0.995	Circular Pipe
	"i.p."	4939.87	747.87	758.18	750.593	2.722	11.20	1	1.66	0.04	750.64	0.000	1.061	0.149	0.00500	0.995	Circular Pipe
	"i.p."	4973.02	748.04	758.44	750.597	2.560	11.20	1	1.74	0.05	750.64	0.000	1.061	0.176	0.00500	0.995	Circular Pipe
	"i.p."	5000.22	748.17	758.65	750.600	2.427	11.20	1	1.83	0.05	750.65	0.000	1.061	0.200	0.00500	0.995	Circular Pipe
	"i.p."	5023.97	748.29	758.84	750.602	2.311	11.20	1	1.92	0.06	750.66	0.000	1.061	0.222	0.00500	0.995	Circular Pipe
	"i.p."	5045.28	748.40	759.01	750.603	2.206	11.20	1	2.01	0.06	750.67	0.000	1.061	0.244	0.00500	0.995	Circular Pipe
	"i.p."	5064.71	748.50	759.17	750.604	2.109	11.20	1	2.11	0.07	750.67	0.000	1.061	0.267	0.00500	0.995	Circular Pipe

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	"i.p."	5082.64	748.58	759.31	750.605	2.020	11.20	1	2.21	0.08	750.68	0.000	1.061	0.291	0.00500	0.995	Circular Pipe
	"i.p."	5099.27	748.67	759.44	750.605	1.938	11.20	1	2.32	0.08	750.69	0.000	1.061	0.315	0.00500	0.995	Circular Pipe
	"i.p."	5114.80	748.75	759.56	750.605	1.860	11.20	1	2.43	0.09	750.70	0.000	1.061	0.341	0.00500	0.995	Circular Pipe
	"i.p."	5129.34	748.82	759.68	750.605	1.787	11.20	1	2.55	0.10	750.71	0.000	1.061	0.368	0.00500	0.995	Circular Pipe
	"i.p."	5142.99	748.89	759.79	750.604	1.718	11.20	1	2.68	0.11	750.72	0.000	1.061	0.397	0.00500	0.995	Circular Pipe
	"i.p."	5155.83	748.95	759.89	750.603	1.652	11.20	1	2.81	0.12	750.73	0.000	1.061	0.428	0.00500	0.995	Circular Pipe
	"i.p."	5167.91	749.01	759.99	750.601	1.590	11.20	1	2.94	0.13	750.74	0.000	1.061	0.460	0.00500	0.995	Circular Pipe
"Link38"	Reach	5169.70	749.02	760.00	750.601	1.581	11.20	1	2.97	0.14	750.74	0.000	1.061	0.465	0.00500	0.995	Circular Pipe
"MH-J3"	Headwrk	5169.70	749.02	760.00	750.601	1.581	11.20	1	2.97	0.14	750.74	0.000	1.061	0.000	0.00000	0.000	Circular Pipe

*) in the W.S.ELEV column indicates flooding, it is set whenever W.S.ELEV > GROUND ELEV
i.p. = intermediate point processing results for reaches

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MH3_Branch1
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Composite Profile:

ELEMENT NAME	TYPE	STATION	INVERT ELEV	GROUND ELEV	W.S. ELEV	DEPTH	Q	BARREL	VELOC.	VELOC. HEAD	ENERGY GRADE LN	SUPER ELEV	CRITICAL DEPTH	FROUDE NUMBER	SLOPE	NORMAL DEPTH	CROSS SECTION
###																	
"Outlet/M"	Outlet	1180.20	720.97	760.00	721.853	0.883	49.44	1	36.99	21.25	743.10	0.000	1.979	0.000	0.00000	0.000	Circular Pipe
"Tra9"	Transition	1186.20	724.87	755.00	725.627	0.757	49.44	1	35.34	19.39	745.02	0.000	2.289	8.499	0.65000	0.000	Circular Pipe
"i.p."		1188.03	726.74	755.00	727.513	0.777	49.44	1	34.04	18.00	745.51	0.000	2.289	8.071	1.02000	0.550	Circular Pipe
"i.p."		1190.09	728.84	755.00	729.641	0.804	49.44	1	32.46	16.36	746.00	0.000	2.289	7.555	1.02000	0.550	Circular Pipe
"i.p."		1191.89	730.67	755.00	731.504	0.832	49.44	1	30.95	14.87	746.38	0.000	2.289	7.072	1.02000	0.550	Circular Pipe
"i.p."		1193.47	732.28	755.00	733.145	0.860	49.44	1	29.51	13.52	746.67	0.000	2.289	6.618	1.02000	0.550	Circular Pipe
"i.p."		1194.86	733.71	755.00	734.597	0.890	49.44	1	28.14	12.29	746.89	0.000	2.289	6.193	1.02000	0.550	Circular Pipe
"i.p."		1196.10	734.97	755.00	735.888	0.922	49.44	1	26.83	11.17	747.06	0.000	2.289	5.794	1.02000	0.550	Circular Pipe
"i.p."		1197.19	736.08	755.00	737.038	0.954	49.44	1	25.58	10.16	747.20	0.000	2.289	5.419	1.02000	0.550	Circular Pipe
"i.p."		1198.17	737.08	755.00	738.066	0.987	49.44	1	24.39	9.24	747.30	0.000	2.289	5.068	1.02000	0.550	Circular Pipe
"i.p."		1199.04	737.97	755.00	738.987	1.022	49.44	1	23.25	8.40	747.38	0.000	2.289	4.739	1.02000	0.550	Circular Pipe
"i.p."		1199.81	738.76	755.00	739.815	1.059	49.44	1	22.17	7.63	747.45	0.000	2.289	4.430	1.02000	0.550	Circular Pipe
"i.p."		1200.51	739.46	755.00	740.559	1.097	49.44	1	21.14	6.94	747.50	0.000	2.289	4.141	1.02000	0.550	Circular Pipe
"i.p."		1201.12	740.09	755.00	741.228	1.136	49.44	1	20.15	6.31	747.54	0.000	2.289	3.869	1.02000	0.550	Circular Pipe
"i.p."		1201.68	740.66	755.00	741.833	1.177	49.44	1	19.22	5.73	747.57	0.000	2.289	3.614	1.02000	0.550	Circular Pipe
"i.p."		1202.17	741.16	755.00	742.378	1.220	49.44	1	18.32	5.21	747.59	0.000	2.289	3.375	1.02000	0.550	Circular Pipe
"i.p."		1202.61	741.61	755.00	742.871	1.264	49.44	1	17.47	4.74	747.61	0.000	2.289	3.150	1.02000	0.550	Circular Pipe
"i.p."		1203.00	742.01	755.00	743.316	1.311	49.44	1	16.66	4.31	747.62	0.000	2.289	2.939	1.02000	0.550	Circular Pipe
"i.p."		1203.35	742.36	755.00	743.719	1.359	49.44	1	15.88	3.92	747.64	0.000	2.289	2.741	1.02000	0.550	Circular Pipe
"i.p."		1203.66	742.67	755.00	744.084	1.410	49.44	1	15.14	3.56	747.64	0.000	2.289	2.556	1.02000	0.550	Circular Pipe
"i.p."		1203.93	742.95	755.00	744.415	1.463	49.44	1	14.44	3.24	747.65	0.000	2.289	2.381	1.02000	0.550	Circular Pipe
"i.p."		1204.17	743.20	755.00	744.715	1.519	49.44	1	13.77	2.94	747.66	0.000	2.289	2.217	1.02000	0.550	Circular Pipe
"i.p."		1204.38	743.41	755.00	744.986	1.578	49.44	1	13.13	2.68	747.66	0.000	2.289	2.063	1.02000	0.550	Circular Pipe
"i.p."		1204.56	743.59	755.00	745.233	1.639	49.44	1	12.51	2.43	747.66	0.000	2.289	1.918	1.02000	0.550	Circular Pipe
"i.p."		1204.71	743.75	755.00	745.456	1.704	49.44	1	11.93	2.21	747.67	0.000	2.289	1.781	1.02000	0.550	Circular Pipe
"i.p."		1204.84	743.89	755.00	745.659	1.772	49.44	1	11.38	2.01	747.67	0.000	2.289	1.652	1.02000	0.550	Circular Pipe
"i.p."		1204.95	744.00	755.00	745.843	1.844	49.44	1	10.85	1.83	747.67	0.000	2.289	1.530	1.02000	0.550	Circular Pipe
"i.p."		1205.04	744.09	755.00	746.010	1.921	49.44	1	10.34	1.66	747.67	0.000	2.289	1.415	1.02000	0.550	Circular Pipe

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	"i.p."	1205.11	744.16	755.00	746.162	2.003	49.44	1	9.86	1.51	747.67	0.000	2.289	1.305	1.02000	0.550	Circular Pipe
	"i.p."	1205.16	744.21	755.00	746.299	2.090	49.44	1	9.40	1.37	747.67	0.000	2.289	1.200	1.02000	0.550	Circular Pipe
	"i.p."	1205.19	744.24	755.00	746.424	2.185	49.44	1	8.96	1.25	747.67	0.000	2.289	1.099	1.02000	0.550	Circular Pipe
"Link73"	Reach	1205.20	744.25	755.00	746.538	2.288	49.44	1	8.55	1.13	747.67	0.000	2.289	1.001	1.02000	0.550	Circular Pipe
"MH-G1"	Junction	1210.20	744.25	755.00	747.916	3.666	31.67	1	4.48	0.31	748.23	0.000	1.825	0.000	0.00000	0.000	Circular Pipe
HYDRAULIC JUMP at 1398.30 of length 0.03																	
	"i.p."	1308.85	745.14	755.27	748.138	3.000	31.67	1	4.48	0.31	748.45	0.000	1.825	0.055	0.00900	1.501	Circular Pipe
	"i.p."	1344.63	745.46	755.36	748.182	2.722	31.67	1	4.70	0.34	748.53	0.000	1.825	0.421	0.00900	1.501	Circular Pipe
	"i.p."	1362.91	745.62	755.41	748.185	2.560	31.67	1	4.93	0.38	748.56	0.000	1.825	0.499	0.00900	1.501	Circular Pipe
	"i.p."	1376.97	745.75	755.45	748.179	2.427	31.67	1	5.17	0.41	748.59	0.000	1.825	0.565	0.00900	1.501	Circular Pipe
	"i.p."	1388.42	745.85	755.48	748.165	2.311	31.67	1	5.42	0.46	748.62	0.000	1.825	0.628	0.00900	1.501	Circular Pipe
	"i.p."	1397.84	745.94	755.51	748.145	2.206	31.67	1	5.69	0.50	748.65	0.000	1.825	0.691	0.00900	1.501	Circular Pipe
	"i.p."	1398.30	745.94	755.51	748.144	2.200	31.67	1	5.70	0.50	748.65	0.000	1.825	0.694	0.00900	1.501	Circular Pipe
	"i.p."	1398.30	745.94	755.51	747.446	1.502	31.67	1	8.94	1.24	748.69	0.000	1.825	1.450	0.00900	1.501	Circular Pipe
	"i.p."	1443.09	746.35	755.63	747.850	1.504	31.67	1	8.93	1.24	749.09	0.000	1.825	1.448	0.00900	1.501	Circular Pipe
	"i.p."	1536.12	747.18	755.88	748.746	1.561	31.67	1	8.52	1.13	749.87	0.000	1.825	1.348	0.00900	1.501	Circular Pipe
	"i.p."	1562.44	747.42	755.95	749.043	1.622	31.67	1	8.12	1.02	750.07	0.000	1.825	1.253	0.00900	1.501	Circular Pipe
	"i.p."	1574.33	747.53	755.98	749.214	1.686	31.67	1	7.74	0.93	750.14	0.000	1.825	1.164	0.00900	1.501	Circular Pipe
	"i.p."	1579.71	747.58	756.00	749.330	1.753	31.67	1	7.38	0.85	750.18	0.000	1.825	1.080	0.00900	1.501	Circular Pipe
"L-G2"	Reach	1581.20	747.59	756.00	749.414	1.824	31.67	1	7.04	0.77	750.18	0.000	1.825	1.001	0.00900	1.501	Circular Pipe
"MH-G2"	Junction	1586.20	747.59	756.00	750.574	2.984	8.09	1	1.15	0.02	750.59	0.000	0.896	0.000	0.00000	0.000	Circular Pipe
HYDRAULIC JUMP at 1785.98 of length 0.02																	
	"i.p."	1615.81	747.86	756.76	750.576	2.719	8.09	1	1.20	0.02	750.60	0.000	0.896	0.108	0.00900	0.724	Circular Pipe
	"i.p."	1633.72	748.02	757.22	750.576	2.558	8.09	1	1.26	0.02	750.60	0.000	0.896	0.128	0.00900	0.724	Circular Pipe
	"i.p."	1648.45	748.15	757.60	750.576	2.426	8.09	1	1.32	0.03	750.60	0.000	0.896	0.145	0.00900	0.724	Circular Pipe
	"i.p."	1661.31	748.27	757.93	750.575	2.309	8.09	1	1.39	0.03	750.60	0.000	0.896	0.161	0.00900	0.724	Circular Pipe
	"i.p."	1672.87	748.37	758.23	750.574	2.204	8.09	1	1.45	0.03	750.61	0.000	0.896	0.177	0.00900	0.724	Circular Pipe
	"i.p."	1683.40	748.46	758.50	750.573	2.108	8.09	1	1.52	0.04	750.61	0.000	0.896	0.193	0.00900	0.724	Circular Pipe
	"i.p."	1693.12	748.55	758.75	750.571	2.019	8.09	1	1.60	0.04	750.61	0.000	0.896	0.210	0.00900	0.724	Circular Pipe
	"i.p."	1702.13	748.63	758.98	750.570	1.936	8.09	1	1.68	0.04	750.61	0.000	0.896	0.228	0.00900	0.724	Circular Pipe
	"i.p."	1710.53	748.71	759.20	750.568	1.859	8.09	1	1.76	0.05	750.62	0.000	0.896	0.247	0.00900	0.724	Circular Pipe
	"i.p."	1718.39	748.78	759.40	750.565	1.786	8.09	1	1.84	0.05	750.62	0.000	0.896	0.266	0.00900	0.724	Circular Pipe
	"i.p."	1725.76	748.85	759.59	750.563	1.717	8.09	1	1.93	0.06	750.62	0.000	0.896	0.287	0.00900	0.724	Circular Pipe
	"i.p."	1732.69	748.91	759.77	750.560	1.651	8.09	1	2.03	0.06	750.62	0.000	0.896	0.309	0.00900	0.724	Circular Pipe
	"i.p."	1739.20	748.97	759.93	750.556	1.589	8.09	1	2.13	0.07	750.63	0.000	0.896	0.333	0.00900	0.724	Circular Pipe
	"i.p."	1745.33	749.02	760.09	750.552	1.530	8.09	1	2.23	0.08	750.63	0.000	0.896	0.358	0.00900	0.724	Circular Pipe
	"i.p."	1751.10	749.07	760.24	750.548	1.474	8.09	1	2.34	0.09	750.63	0.000	0.896	0.384	0.00900	0.724	Circular Pipe
	"i.p."	1756.51	749.12	760.38	750.543	1.420	8.09	1	2.45	0.09	750.64	0.000	0.896	0.412	0.00900	0.724	Circular Pipe
	"i.p."	1761.60	749.17	760.51	750.538	1.369	8.09	1	2.57	0.10	750.64	0.000	0.896	0.443	0.00900	0.724	Circular Pipe
	"i.p."	1766.35	749.21	760.63	750.531	1.320	8.09	1	2.70	0.11	750.64	0.000	0.896	0.475	0.00900	0.724	Circular Pipe
	"i.p."	1770.80	749.25	760.75	750.525	1.273	8.09	1	2.83	0.12	750.65	0.000	0.896	0.509	0.00900	0.724	Circular Pipe
	"i.p."	1774.92	749.29	760.85	750.517	1.228	8.09	1	2.97	0.14	750.65	0.000	0.896	0.545	0.00900	0.724	Circular Pipe
	"i.p."	1778.72	749.32	760.95	750.508	1.185	8.09	1	3.12	0.15	750.66	0.000	0.896	0.584	0.00900	0.724	Circular Pipe
	"i.p."	1782.20	749.35	761.04	750.498	1.144	8.09	1	3.27	0.17	750.66	0.000	0.896	0.625	0.00900	0.724	Circular Pipe
	"i.p."	1785.34	749.38	761.12	750.486	1.104	8.09	1	3.43	0.18	750.67	0.000	0.896	0.669	0.00900	0.724	Circular Pipe
	"i.p."	1785.98	749.39	761.14	750.484	1.096	8.09	1	3.46	0.19	750.67	0.000	0.896	0.678	0.00900	0.724	Circular Pipe
	"i.p."	1785.98	749.39	761.14	750.112	0.724	8.09	1	6.15	0.59	750.70	0.000	0.896	1.514	0.00900	0.724	Circular Pipe
	"i.p."	1828.69	749.77	762.24	750.497	0.724	8.09	1	6.15	0.59	751.08	0.000	0.896	1.514	0.00900	0.724	Circular Pipe
	"i.p."	1880.61	750.24	763.57	750.970	0.730	8.09	1	6.08	0.57	751.54	0.000	0.896	1.491	0.00900	0.724	Circular Pipe
	"i.p."	1913.50	750.54	764.42	751.291	0.755	8.09	1	5.80	0.52	751.81	0.000	0.896	1.396	0.00900	0.724	Circular Pipe
	"i.p."	1925.10	750.64	764.71	751.421	0.781	8.09	1	5.53	0.47	751.90	0.000	0.896	1.307	0.00900	0.724	Circular Pipe
	"i.p."	1930.99	750.69	764.87	751.501	0.808	8.09	1	5.27	0.43	751.93	0.000	0.896	1.223	0.00900	0.724	Circular Pipe

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	"i.p."	1934.18	750.72	764.95	751.558	0.836	8.09	1	5.03	0.39	751.95	0.000	0.896	1.145	0.00900	0.724	Circular Pipe
	"i.p."	1935.73	750.74	764.99	751.601	0.865	8.09	1	4.79	0.36	751.96	0.000	0.896	1.071	0.00900	0.724	Circular Pipe
"L-G3"	Reach	1936.20	750.74	765.00	751.635	0.895	8.09	1	4.57	0.32	751.96	0.000	0.896	1.002	0.00900	0.724	Circular Pipe
"MH-G3"	Headwrk	1936.20	750.74	765.00	751.636	0.896	8.09	1	4.56	0.32	751.96	0.000	0.896	0.000	0.00000	0.000	Circular Pipe

*) in the W.S.ELEV column indicates flooding, it is set whenever W.S.ELEV > GROUND ELEV
i.p. = intermediate point processing results for reaches

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MH1_Branch1
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Composite Profile:

ELEMENT NAME	TYPE	STATION	INVERT ELEV	GROUND ELEV	W.S. ELEV	DEPTH	Q	BARREL	VELOC.	VELOC. HEAD	ENERGY GRADE LN	SUPER ELEV	CRITICAL DEPTH	FROUDE NUMBER	SLOPE	NORMAL DEPTH	CROSS SECTION
###																	
"Outlet/M"	Outlet	258.00	716.61	755.00	729.851	13.241	66.71	1	0.59	0.01	729.86	0.000	1.793	0.000	0.00000	0.000	Circular Pipe
"TR2"	Transition	974.57	716.57	755.00	732.335	15.767	66.71	1	9.44	1.38	733.72	0.000	2.611	0.000	-0.00006	0.000	Circular Pipe
HYDRAULIC JUMP at 980.18 of length 0.28																	
	"i.p."	980.18	722.61	755.00	732.392	9.779	66.71	1	9.44	1.38	733.77	0.000	2.611	0.000	1.07728	0.629	Circular Pipe
	"i.p."	980.18	722.61	755.00	723.513	0.901	66.71	1	37.36	21.68	745.19	0.000	2.611	8.172	1.07728	0.629	Circular Pipe
	"i.p."	980.72	723.19	755.00	724.097	0.907	66.71	1	36.99	21.25	745.35	0.000	2.611	8.059	1.07728	0.629	Circular Pipe
	"i.p."	982.98	725.63	755.00	726.566	0.939	66.71	1	35.27	19.32	745.89	0.000	2.611	7.539	1.07728	0.629	Circular Pipe
	"i.p."	984.96	727.76	755.00	728.734	0.972	66.71	1	33.63	17.56	746.30	0.000	2.611	7.052	1.07728	0.629	Circular Pipe
	"i.p."	986.70	729.64	755.00	730.648	1.006	66.71	1	32.07	15.97	746.61	0.000	2.611	6.594	1.07728	0.629	Circular Pipe
	"i.p."	988.25	731.30	755.00	732.345	1.042	66.71	1	30.57	14.51	746.86	0.000	2.611	6.165	1.07728	0.629	Circular Pipe
	"i.p."	989.61	732.78	755.00	733.856	1.079	66.71	1	29.15	13.20	747.05	0.000	2.611	5.763	1.07728	0.629	Circular Pipe
	"i.p."	990.83	734.09	755.00	735.205	1.118	66.71	1	27.79	12.00	747.20	0.000	2.611	5.385	1.07728	0.629	Circular Pipe
	"i.p."	991.91	735.25	755.00	736.411	1.158	66.71	1	26.50	10.91	747.32	0.000	2.611	5.031	1.07728	0.629	Circular Pipe
	"i.p."	992.88	736.29	755.00	737.494	1.200	66.71	1	25.27	9.91	747.41	0.000	2.611	4.698	1.07728	0.629	Circular Pipe
	"i.p."	993.74	737.22	755.00	738.466	1.244	66.71	1	24.09	9.01	747.48	0.000	2.611	4.387	1.07728	0.629	Circular Pipe
	"i.p."	994.51	738.05	755.00	739.342	1.289	66.71	1	22.97	8.19	747.53	0.000	2.611	4.094	1.07728	0.629	Circular Pipe
	"i.p."	995.20	738.79	755.00	740.130	1.337	66.71	1	21.90	7.45	747.58	0.000	2.611	3.819	1.07728	0.629	Circular Pipe
	"i.p."	995.81	739.46	755.00	740.842	1.387	66.71	1	20.88	6.77	747.61	0.000	2.611	3.561	1.07728	0.629	Circular Pipe
	"i.p."	996.36	740.05	755.00	741.485	1.439	66.71	1	19.91	6.16	747.64	0.000	2.611	3.319	1.07728	0.629	Circular Pipe
	"i.p."	996.85	740.57	755.00	742.065	1.493	66.71	1	18.98	5.60	747.66	0.000	2.611	3.091	1.07728	0.629	Circular Pipe
	"i.p."	997.28	741.04	755.00	742.591	1.550	66.71	1	18.10	5.09	747.68	0.000	2.611	2.877	1.07728	0.629	Circular Pipe
	"i.p."	997.67	741.46	755.00	743.066	1.611	66.71	1	17.26	4.62	747.69	0.000	2.611	2.676	1.07728	0.629	Circular Pipe
	"i.p."	998.01	741.82	755.00	743.497	1.674	66.71	1	16.45	4.20	747.70	0.000	2.611	2.486	1.07728	0.629	Circular Pipe
	"i.p."	998.31	742.15	755.00	743.887	1.740	66.71	1	15.69	3.82	747.71	0.000	2.611	2.307	1.07728	0.629	Circular Pipe
	"i.p."	998.57	742.43	755.00	744.241	1.811	66.71	1	14.96	3.47	747.72	0.000	2.611	2.139	1.07728	0.629	Circular Pipe
	"i.p."	998.80	742.68	755.00	744.561	1.885	66.71	1	14.26	3.16	747.72	0.000	2.611	1.979	1.07728	0.629	Circular Pipe
	"i.p."	999.00	742.89	755.00	744.852	1.965	66.71	1	13.60	2.87	747.72	0.000	2.611	1.827	1.07728	0.629	Circular Pipe
	"i.p."	999.17	743.07	755.00	745.116	2.049	66.71	1	12.97	2.61	747.73	0.000	2.611	1.683	1.07728	0.629	Circular Pipe
	"i.p."	999.30	743.21	755.00	745.355	2.141	66.71	1	12.36	2.37	747.73	0.000	2.611	1.545	1.07728	0.629	Circular Pipe
	"i.p."	999.41	743.33	755.00	745.572	2.240	66.71	1	11.79	2.16	747.73	0.000	2.611	1.411	1.07728	0.629	Circular Pipe
	"i.p."	999.49	743.42	755.00	745.769	2.348	66.71	1	11.24	1.96	747.73	0.000	2.611	1.279	1.07728	0.629	Circular Pipe
	"i.p."	999.55	743.48	755.00	745.948	2.470	66.71	1	10.72	1.78	747.73	0.000	2.611	1.145	1.07728	0.629	Circular Pipe
"Link36"	Reach	999.57	743.50	755.00	746.110	2.610	66.71	1	10.22	1.62	747.73	0.000	2.611	1.001	1.07728	0.629	Circular Pipe

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"MH-H1"	Junction	1004.57	743.50	755.00	748.511	5.011	33.87	1	4.79	0.36	748.87	0.000	1.890	0.000	0.00000	0.000	Circular Pipe
	"i.p."	1317.79	746.32	755.00	749.319	3.000	33.87	1	4.79	0.36	749.68	0.000	1.890	0.059	0.00900	1.562	Circular Pipe
	"i.p."	1354.55	746.65	755.00	749.372	2.722	33.87	1	5.03	0.39	749.76	0.000	1.890	0.450	0.00900	1.562	Circular Pipe
"L-H2"	Reach	1364.57	746.74	755.00	749.375	2.635	33.87	1	5.15	0.41	749.79	0.000	1.890	0.495	0.00900	1.562	Circular Pipe
"MH-H2"	Junction	1369.57	746.74	755.00	750.131	3.391	8.30	1	1.17	0.02	750.15	0.000	0.908	0.000	0.00000	0.000	Circular Pipe
HYDRAULIC	JUMP at 1559.55 of length 0.02																
	"i.p."	1404.74	747.14	755.11	750.136	3.000	8.30	1	1.17	0.02	750.16	0.000	0.908	0.014	0.01127	0.694	Circular Pipe
	"i.p."	1429.54	747.42	755.19	750.138	2.722	8.30	1	1.23	0.02	750.16	0.000	0.908	0.110	0.01127	0.694	Circular Pipe
	"i.p."	1443.85	747.58	755.24	750.137	2.560	8.30	1	1.29	0.03	750.16	0.000	0.908	0.131	0.01127	0.694	Circular Pipe
	"i.p."	1455.60	747.71	755.27	750.136	2.427	8.30	1	1.35	0.03	750.16	0.000	0.908	0.148	0.01127	0.694	Circular Pipe
	"i.p."	1465.86	747.82	755.30	750.135	2.311	8.30	1	1.42	0.03	750.17	0.000	0.908	0.165	0.01127	0.694	Circular Pipe
	"i.p."	1475.06	747.93	755.33	750.134	2.206	8.30	1	1.49	0.03	750.17	0.000	0.908	0.181	0.01127	0.694	Circular Pipe
	"i.p."	1483.44	748.02	755.36	750.132	2.109	8.30	1	1.56	0.04	750.17	0.000	0.908	0.198	0.01127	0.694	Circular Pipe
	"i.p."	1491.16	748.11	755.38	750.130	2.020	8.30	1	1.64	0.04	750.17	0.000	0.908	0.215	0.01127	0.694	Circular Pipe
	"i.p."	1498.31	748.19	755.41	750.128	1.938	8.30	1	1.72	0.05	750.17	0.000	0.908	0.234	0.01127	0.694	Circular Pipe
	"i.p."	1504.97	748.27	755.43	750.125	1.860	8.30	1	1.80	0.05	750.18	0.000	0.908	0.253	0.01127	0.694	Circular Pipe
	"i.p."	1511.20	748.34	755.45	750.122	1.787	8.30	1	1.89	0.06	750.18	0.000	0.908	0.273	0.01127	0.694	Circular Pipe
	"i.p."	1517.03	748.40	755.47	750.119	1.718	8.30	1	1.98	0.06	750.18	0.000	0.908	0.294	0.01127	0.694	Circular Pipe
	"i.p."	1522.50	748.46	755.48	750.115	1.652	8.30	1	2.08	0.07	750.18	0.000	0.908	0.317	0.01127	0.694	Circular Pipe
	"i.p."	1527.63	748.52	755.50	750.111	1.590	8.30	1	2.18	0.07	750.18	0.000	0.908	0.341	0.01127	0.694	Circular Pipe
	"i.p."	1532.45	748.58	755.52	750.106	1.531	8.30	1	2.29	0.08	750.19	0.000	0.908	0.367	0.01127	0.694	Circular Pipe
	"i.p."	1536.98	748.63	755.53	750.101	1.475	8.30	1	2.40	0.09	750.19	0.000	0.908	0.394	0.01127	0.694	Circular Pipe
	"i.p."	1541.21	748.67	755.54	750.095	1.421	8.30	1	2.52	0.10	750.19	0.000	0.908	0.423	0.01127	0.694	Circular Pipe
	"i.p."	1545.17	748.72	755.56	750.088	1.370	8.30	1	2.64	0.11	750.20	0.000	0.908	0.454	0.01127	0.694	Circular Pipe
	"i.p."	1548.86	748.76	755.57	750.081	1.321	8.30	1	2.77	0.12	750.20	0.000	0.908	0.486	0.01127	0.694	Circular Pipe
	"i.p."	1552.28	748.80	755.58	750.072	1.274	8.30	1	2.90	0.13	750.20	0.000	0.908	0.521	0.01127	0.694	Circular Pipe
	"i.p."	1555.44	748.83	755.59	750.063	1.229	8.30	1	3.05	0.14	750.21	0.000	0.908	0.558	0.01127	0.694	Circular Pipe
	"i.p."	1558.33	748.87	755.60	750.052	1.186	8.30	1	3.19	0.16	750.21	0.000	0.908	0.598	0.01127	0.694	Circular Pipe
	"i.p."	1559.55	748.88	755.60	750.047	1.167	8.30	1	3.26	0.17	750.21	0.000	0.908	0.617	0.01127	0.694	Circular Pipe
	"i.p."	1559.55	748.88	755.60	749.574	0.694	8.30	1	6.71	0.70	750.27	0.000	0.908	1.690	0.01127	0.694	Circular Pipe
	"i.p."	1590.87	749.23	755.70	749.927	0.694	8.30	1	6.71	0.70	750.63	0.000	0.908	1.690	0.01127	0.694	Circular Pipe
	"i.p."	1647.28	749.87	755.88	750.584	0.715	8.30	1	6.42	0.64	751.22	0.000	0.908	1.592	0.01127	0.694	Circular Pipe
	"i.p."	1664.81	750.07	755.93	750.806	0.740	8.30	1	6.12	0.58	751.39	0.000	0.908	1.491	0.01127	0.694	Circular Pipe
	"i.p."	1673.71	750.17	755.96	750.932	0.765	8.30	1	5.84	0.53	751.46	0.000	0.908	1.396	0.01127	0.694	Circular Pipe
	"i.p."	1678.98	750.23	755.98	751.017	0.792	8.30	1	5.57	0.48	751.50	0.000	0.908	1.307	0.01127	0.694	Circular Pipe
	"i.p."	1682.25	750.26	755.99	751.082	0.819	8.30	1	5.31	0.44	751.52	0.000	0.908	1.223	0.01127	0.694	Circular Pipe
	"i.p."	1684.21	750.28	756.00	751.132	0.847	8.30	1	5.06	0.40	751.53	0.000	0.908	1.145	0.01127	0.694	Circular Pipe
	"i.p."	1685.25	750.30	756.00	751.173	0.877	8.30	1	4.83	0.36	751.53	0.000	0.908	1.071	0.01127	0.694	Circular Pipe
"L-H3"	Reach	1685.57	750.30	756.00	751.207	0.907	8.30	1	4.60	0.33	751.54	0.000	0.908	1.002	0.01127	0.694	Circular Pipe
"MH-H3"	Headwrk	1685.57	750.30	756.00	751.208	0.908	8.30	1	4.59	0.33	751.54	0.000	0.908	0.000	0.00000	0.000	Circular Pipe

*) in the W.S.ELEV column indicates flooding, it is set whenever W.S.ELEV > GROUND ELEV
i.p. = intermediate point processing results for reaches

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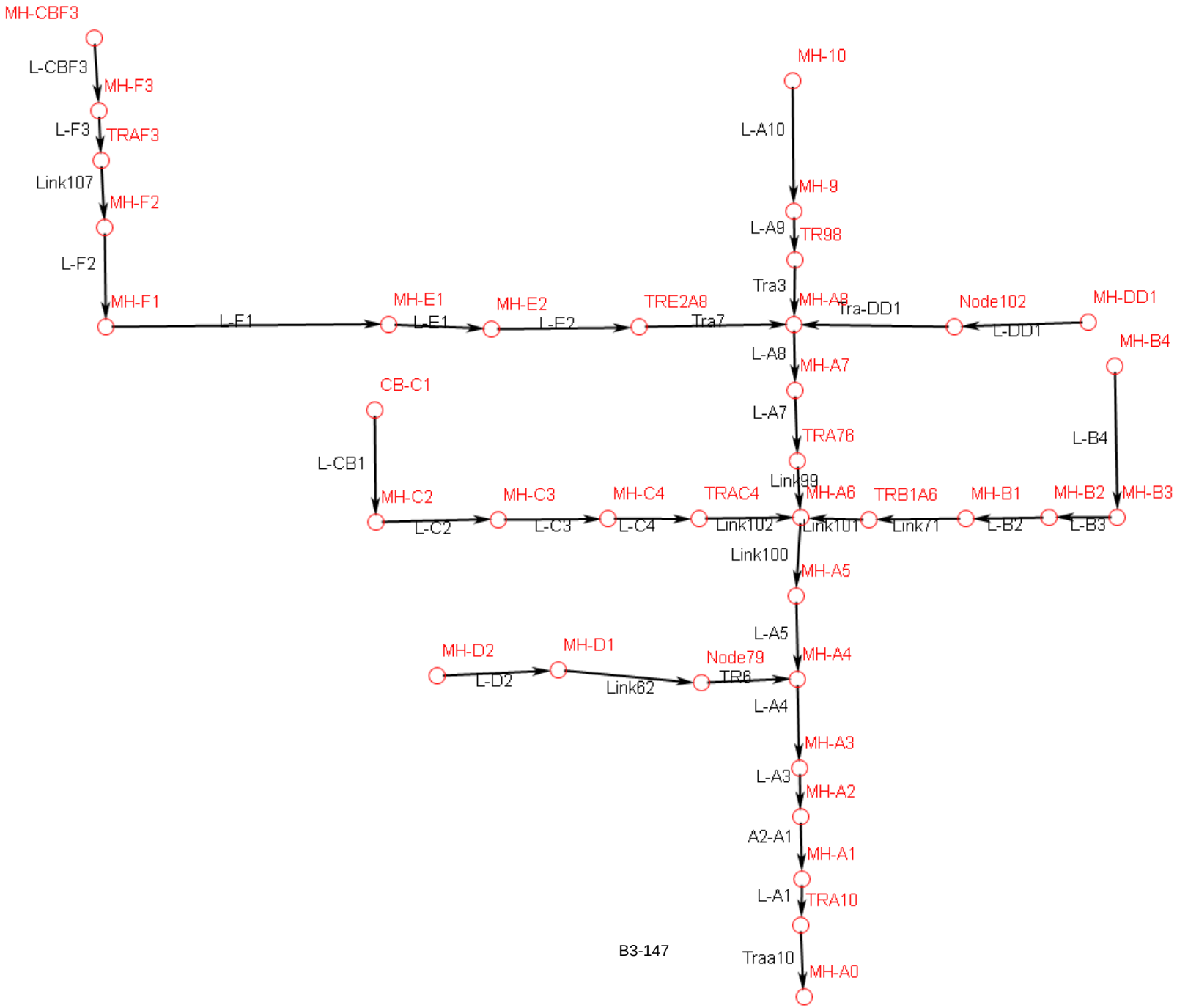
WSPG Software Layout Hellman Avenue



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Water Surface Profile Gradient (WSPG)
XP WSPG
Engine Version 3.1         19/04/2012
Innovyze             www.innovyze.com
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INPUT FILE
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TITLE INFORMATION
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WARNING SUMMARY
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 WARNING 06: Upstream channel and downstream channel are the same for transition TR6. Use a reach instead?
 WARNING 06: Upstream channel and downstream channel are the same for transition Link101. Use a reach instead?
 WARNING 06: Upstream channel and downstream channel are the same for transition Link102. Use a reach instead?
 WARNING 06: Upstream channel and downstream channel are the same for transition Tra-DD1. Use a reach instead?
 WARNING 36: D/S processing stopped in junction MH-9 because critical momentum is greater than maximum momentum.
 WARNING 36: D/S processing stopped in junction MH-A8 because critical momentum is greater than maximum momentum.
 WARNING 36: D/S processing stopped in junction MH-A7 because critical momentum is greater than maximum momentum.
 WARNING 36: D/S processing stopped in junction MH-A6 because critical momentum is greater than maximum momentum.
 WARNING 36: D/S processing stopped in junction MH-A5 because critical momentum is greater than maximum momentum.
 WARNING 36: D/S processing stopped in junction MH-A4 because critical momentum is greater than maximum momentum.
 WARNING 36: D/S processing stopped in junction MH-A3 because critical momentum is greater than maximum momentum.
 WARNING 36: D/S processing stopped in junction MH-A2 because critical momentum is greater than maximum momentum.
 WARNING 36: D/S processing stopped in junction MH-A1 because critical momentum is greater than maximum momentum.
 WARNING 36: D/S processing stopped in junction MH-F3 because critical momentum is greater than maximum momentum.
 WARNING 36: D/S processing stopped in junction MH-F2 because critical momentum is greater than maximum momentum.
 WARNING 36: D/S processing stopped in junction MH-F1 because critical momentum is greater than maximum momentum.
 WARNING 36: D/S processing stopped in junction MH-E1 because critical momentum is greater than maximum momentum.
 WARNING 36: D/S processing stopped in junction MH-E2 because critical momentum is greater than maximum momentum.
 WARNING 36: D/S processing stopped in junction MH-D1 because critical momentum is greater than maximum momentum.
 WARNING 36: D/S processing stopped in junction MH-B3 because critical momentum is greater than maximum momentum.
 WARNING 36: D/S processing stopped in junction MH-B2 because critical momentum is greater than maximum momentum.
 WARNING 36: D/S processing stopped in junction MH-B1 because critical momentum is greater than maximum momentum.
 WARNING 36: D/S processing stopped in junction MH-C2 because critical momentum is greater than maximum momentum.
 WARNING 36: D/S processing stopped in junction MH-C3 because critical momentum is greater than maximum momentum.
 WARNING 36: D/S processing stopped in junction MH-C4 because critical momentum is greater than maximum momentum.

RESULTS
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   Main Line
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Composite Profile:

ELEMENT NAME	TYPE	STATION	INVERT ELEV	GROUND ELEV	W.S. ELEV	DEPTH	Q	BARREL	VELOC.	VELOC. HEAD	ENERGY GRADE LN	SUPER ELEV	CRITICAL DEPTH	FROUDE NUMBER	SLOPE	NORMAL DEPTH	CROSS SECTION
###																	
"MH-A0"	Outlet	156.00	716.13	755.00	717.638	1.508	201.17	1	43.03	28.75	746.39	0.000	4.044	0.000	0.00000	0.000	Circular Pipe
"Traa10"	Reach	162.00	719.28	755.00	720.832	1.552	201.17	1	41.37	26.57	747.40	0.000	4.044	6.838	0.52500	1.142	Circular Pipe
	"i.p."	165.07	721.46	755.20	723.053	1.592	201.17	1	39.98	24.82	747.87	0.000	4.044	6.515	0.70941	1.059	Circular Pipe
	"i.p."	168.91	724.19	755.46	725.834	1.648	201.17	1	38.12	22.56	748.40	0.000	4.044	6.089	0.70941	1.059	Circular Pipe
	"i.p."	172.29	726.58	755.68	728.289	1.708	201.17	1	36.35	20.51	748.80	0.000	4.044	5.690	0.70941	1.059	Circular Pipe
	"i.p."	175.28	728.70	755.88	730.468	1.769	201.17	1	34.65	18.65	749.12	0.000	4.044	5.314	0.70941	1.059	Circular Pipe
	"i.p."	177.92	730.57	756.06	732.406	1.833	201.17	1	33.04	16.95	749.36	0.000	4.044	4.963	0.70941	1.059	Circular Pipe
	"i.p."	180.26	732.24	756.21	734.137	1.900	201.17	1	31.50	15.41	749.55	0.000	4.044	4.632	0.70941	1.059	Circular Pipe
	"i.p."	182.35	733.72	756.35	735.686	1.970	201.17	1	30.04	14.01	749.70	0.000	4.044	4.322	0.70941	1.059	Circular Pipe
	"i.p."	184.21	735.03	756.48	737.076	2.043	201.17	1	28.64	12.74	749.81	0.000	4.044	4.031	0.70941	1.059	Circular Pipe
	"i.p."	185.86	736.20	756.59	738.325	2.120	201.17	1	27.31	11.58	749.90	0.000	4.044	3.758	0.70941	1.059	Circular Pipe
	"i.p."	187.33	737.25	756.68	739.448	2.200	201.17	1	26.04	10.53	749.97	0.000	4.044	3.501	0.70941	1.059	Circular Pipe
	"i.p."	188.64	738.18	756.77	740.461	2.284	201.17	1	24.82	9.57	750.03	0.000	4.044	3.260	0.70941	1.059	Circular Pipe
	"i.p."	189.80	739.00	756.85	741.374	2.372	201.17	1	23.67	8.70	750.07	0.000	4.044	3.033	0.70941	1.059	Circular Pipe
	"i.p."	190.83	739.74	756.92	742.199	2.464	201.17	1	22.57	7.91	750.11	0.000	4.044	2.819	0.70941	1.059	Circular Pipe
	"i.p."	191.75	740.38	756.98	742.945	2.561	201.17	1	21.52	7.19	750.13	0.000	4.044	2.618	0.70941	1.059	Circular Pipe
	"i.p."	192.55	740.95	757.03	743.619	2.664	201.17	1	20.52	6.54	750.16	0.000	4.044	2.428	0.70941	1.059	Circular Pipe
	"i.p."	193.26	741.46	757.08	744.229	2.773	201.17	1	19.56	5.94	750.17	0.000	4.044	2.249	0.70941	1.059	Circular Pipe
	"i.p."	193.88	741.89	757.12	744.782	2.888	201.17	1	18.65	5.40	750.18	0.000	4.044	2.079	0.70941	1.059	Circular Pipe
	"i.p."	194.41	742.27	757.15	745.283	3.012	201.17	1	17.78	4.91	750.19	0.000	4.044	1.917	0.70941	1.059	Circular Pipe
	"i.p."	194.86	742.59	757.18	745.736	3.143	201.17	1	16.96	4.46	750.20	0.000	4.044	1.763	0.70941	1.059	Circular Pipe
	"i.p."	195.24	742.86	757.21	746.147	3.286	201.17	1	16.17	4.06	750.21	0.000	4.044	1.614	0.70941	1.059	Circular Pipe
	"i.p."	195.55	743.08	757.23	746.520	3.441	201.17	1	15.41	3.69	750.21	0.000	4.044	1.469	0.70941	1.059	Circular Pipe
	"i.p."	195.78	743.24	757.25	746.858	3.613	201.17	1	14.70	3.35	750.21	0.000	4.044	1.324	0.70941	1.059	Circular Pipe
	"i.p."	195.94	743.36	757.26	747.165	3.809	201.17	1	14.01	3.05	750.21	0.000	4.044	1.174	0.70941	1.059	Circular Pipe
"L-A1"	Reach	196.00	743.40	757.26	747.443	4.043	201.17	1	13.36	2.77	750.21	0.000	4.044	1.001	0.70941	1.059	Circular Pipe
"MH-A1"	Junction	201.00	743.40	757.26	748.006	4.606	196.63	1	12.36	2.37	750.38	0.000	4.013	0.000	0.00000	0.000	Circular Pipe
"A2-A1"	Reach	499.95	746.13	760.17	750.995	4.865	196.63	1	12.36	2.37	753.37	0.000	4.013	0.000	0.00913	3.911	Circular Pipe
"MH-A2"	Junction	504.95	746.13	760.17	751.050	4.920	196.53	1	12.36	2.37	753.42	0.000	4.012	0.000	0.00000	0.000	Circular Pipe
"L-A3"	Reach	863.25	749.40	763.05	754.628	5.228	196.53	1	12.36	2.37	757.00	0.000	4.012	0.000	0.00913	3.909	Circular Pipe
"MH-A3"	Junction	868.25	749.40	763.05	755.587	6.187	176.58	1	11.10	1.91	757.50	0.000	3.856	0.000	0.00000	0.000	Circular Pipe
"L-A4"	Reach	1150.61	752.19	765.92	757.864	5.674	176.58	1	11.10	1.91	759.78	0.000	3.856	0.000	0.00988	3.348	Circular Pipe
"MH-A4"	Join	1155.61	752.19	765.92	760.042	7.852	116.93	1	7.35	0.84	760.88	0.000	3.183	0.000	0.00000	0.000	Circular Pipe
"L-A5"	Reach	1468.88	754.85	769.38	761.150	6.300	116.93	1	7.35	0.84	761.99	0.000	3.183	0.000	0.00849	2.630	Circular Pipe
"MH-A5"	Junction	1473.88	754.85	769.22	761.325	6.475	111.29	1	7.00	0.76	762.09	0.000	3.104	0.000	0.00000	0.000	Circular Pipe
"Link100"	Reach	1501.48	755.38	769.22	761.413	6.033	111.29	1	7.00	0.76	762.17	0.000	3.104	0.000	0.01920	2.003	Circular Pipe
"MH-A6"	Join	1506.48	755.38	769.22	762.426	7.046	65.00	1	4.09	0.26	762.69	0.000	2.347	0.000	0.00000	0.000	Circular Pipe
"Link99"	Transition	1512.48	755.68	769.20	761.615	5.935	65.00	1	9.20	1.31	762.93	0.000	2.585	0.000	0.05000	0.000	Circular Pipe
"L-A7"	Reach	1809.08	758.43	771.11	764.432	6.002	65.00	1	9.20	1.31	765.74	0.000	2.585	0.000	0.00927	2.493	Circular Pipe
"MH-A7"	Junction	1814.08	758.43	771.11	765.385	6.955	52.48	1	7.42	0.86	766.24	0.000	2.355	0.000	0.00000	0.000	Circular Pipe
"L-A8"	Reach	2183.64	760.30	774.84	767.673	7.373	52.48	1	7.42	0.86	768.53	0.000	2.355	0.000	0.00506	3.000	Circular Pipe
"MH-A8"	Join	2188.64	760.30	774.84	769.395	9.095	3.00	1	0.42	0.00	769.40	0.000	0.539	0.000	0.00000	0.000	Circular Pipe
"Tra3"	Transition	2194.64	760.43	774.54	769.386	8.960	3.00	1	0.95	0.01	769.40	0.000	0.604	0.000	0.02100	0.000	Circular Pipe
"L-A9"	Reach	2442.27	766.77	778.27	769.430	2.660	3.00	1	0.95	0.01	769.44	0.000	0.604	0.000	0.02562	0.389	Circular Pipe
"MH-9"	Junction	2447.27	766.77	778.27	769.452	2.682	1.50	1	0.48	0.00	769.46	0.000	0.423	0.000	0.00000	0.000	Circular Pipe

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HYDRAULIC JUMP at 2544.83 of length 0.01

	"i.p."	2479.81	767.45	778.52	769.453	2.000	1.50	1	0.48	0.00	769.46	0.000	0.423	0.008	0.02099	0.291	Circular Pipe
	"i.p."	2488.63	767.64	778.59	769.453	1.815	1.50	1	0.50	0.00	769.46	0.000	0.423	0.055	0.02099	0.291	Circular Pipe
	"i.p."	2493.75	767.75	778.63	769.453	1.707	1.50	1	0.53	0.00	769.46	0.000	0.423	0.065	0.02099	0.291	Circular Pipe
	"i.p."	2497.98	767.83	778.66	769.453	1.618	1.50	1	0.55	0.00	769.46	0.000	0.423	0.074	0.02099	0.291	Circular Pipe
	"i.p."	2501.67	767.91	778.69	769.452	1.540	1.50	1	0.58	0.01	769.46	0.000	0.423	0.082	0.02099	0.291	Circular Pipe
	"i.p."	2504.99	767.98	778.72	769.452	1.470	1.50	1	0.61	0.01	769.46	0.000	0.423	0.090	0.02099	0.291	Circular Pipe
	"i.p."	2508.02	768.05	778.74	769.452	1.406	1.50	1	0.64	0.01	769.46	0.000	0.423	0.099	0.02099	0.291	Circular Pipe
	"i.p."	2510.83	768.10	778.76	769.451	1.347	1.50	1	0.67	0.01	769.46	0.000	0.423	0.107	0.02099	0.291	Circular Pipe
	"i.p."	2513.44	768.16	778.79	769.451	1.292	1.50	1	0.70	0.01	769.46	0.000	0.423	0.116	0.02099	0.291	Circular Pipe
	"i.p."	2515.88	768.21	778.80	769.450	1.240	1.50	1	0.73	0.01	769.46	0.000	0.423	0.126	0.02099	0.291	Circular Pipe
	"i.p."	2518.17	768.26	778.82	769.449	1.191	1.50	1	0.77	0.01	769.46	0.000	0.423	0.136	0.02099	0.291	Circular Pipe
	"i.p."	2520.33	768.30	778.84	769.449	1.145	1.50	1	0.81	0.01	769.46	0.000	0.423	0.147	0.02099	0.291	Circular Pipe
	"i.p."	2522.37	768.35	778.85	769.448	1.101	1.50	1	0.85	0.01	769.46	0.000	0.423	0.158	0.02099	0.291	Circular Pipe
	"i.p."	2524.30	768.39	778.87	769.447	1.060	1.50	1	0.89	0.01	769.46	0.000	0.423	0.170	0.02099	0.291	Circular Pipe
	"i.p."	2526.14	768.43	778.88	769.446	1.021	1.50	1	0.93	0.01	769.46	0.000	0.423	0.183	0.02099	0.291	Circular Pipe
	"i.p."	2527.87	768.46	778.90	769.445	0.983	1.50	1	0.98	0.01	769.46	0.000	0.423	0.196	0.02099	0.291	Circular Pipe
	"i.p."	2529.52	768.50	778.91	769.444	0.947	1.50	1	1.02	0.02	769.46	0.000	0.423	0.211	0.02099	0.291	Circular Pipe
	"i.p."	2531.09	768.53	778.92	769.443	0.913	1.50	1	1.07	0.02	769.46	0.000	0.423	0.226	0.02099	0.291	Circular Pipe
	"i.p."	2532.58	768.56	778.93	769.441	0.880	1.50	1	1.13	0.02	769.46	0.000	0.423	0.242	0.02099	0.291	Circular Pipe
	"i.p."	2533.99	768.59	778.95	769.440	0.849	1.50	1	1.18	0.02	769.46	0.000	0.423	0.260	0.02099	0.291	Circular Pipe
	"i.p."	2535.34	768.62	778.96	769.438	0.819	1.50	1	1.24	0.02	769.46	0.000	0.423	0.278	0.02099	0.291	Circular Pipe
	"i.p."	2536.62	768.65	778.97	769.436	0.791	1.50	1	1.30	0.03	769.46	0.000	0.423	0.298	0.02099	0.291	Circular Pipe
	"i.p."	2537.83	768.67	778.98	769.434	0.763	1.50	1	1.36	0.03	769.46	0.000	0.423	0.319	0.02099	0.291	Circular Pipe
	"i.p."	2538.98	768.70	778.98	769.432	0.736	1.50	1	1.43	0.03	769.46	0.000	0.423	0.341	0.02099	0.291	Circular Pipe
	"i.p."	2540.07	768.72	778.99	769.429	0.711	1.50	1	1.50	0.03	769.46	0.000	0.423	0.365	0.02099	0.291	Circular Pipe
	"i.p."	2541.10	768.74	779.00	769.426	0.687	1.50	1	1.57	0.04	769.46	0.000	0.423	0.391	0.02099	0.291	Circular Pipe
	"i.p."	2542.07	768.76	779.01	769.423	0.663	1.50	1	1.65	0.04	769.47	0.000	0.423	0.418	0.02099	0.291	Circular Pipe
	"i.p."	2542.98	768.78	779.02	769.420	0.641	1.50	1	1.73	0.05	769.47	0.000	0.423	0.447	0.02099	0.291	Circular Pipe
	"i.p."	2543.84	768.80	779.02	769.416	0.619	1.50	1	1.81	0.05	769.47	0.000	0.423	0.478	0.02099	0.291	Circular Pipe
	"i.p."	2544.63	768.81	779.03	769.412	0.598	1.50	1	1.90	0.06	769.47	0.000	0.423	0.511	0.02099	0.291	Circular Pipe
	"i.p."	2544.83	768.82	779.03	769.411	0.593	1.50	1	1.92	0.06	769.47	0.000	0.423	0.519	0.02099	0.291	Circular Pipe
	"i.p."	2544.83	768.82	779.03	769.109	0.291	1.50	1	5.30	0.44	769.54	0.000	0.423	2.083	0.02099	0.291	Circular Pipe
	"i.p."	2689.04	771.85	780.15	772.137	0.291	1.50	1	5.30	0.44	772.57	0.000	0.423	2.083	0.02099	0.291	Circular Pipe
	"i.p."	2711.53	772.32	780.33	772.611	0.293	1.50	1	5.24	0.43	773.04	0.000	0.423	2.054	0.02099	0.291	Circular Pipe
	"i.p."	2726.70	772.64	780.45	772.939	0.303	1.50	1	5.00	0.39	773.33	0.000	0.423	1.925	0.02099	0.291	Circular Pipe
	"i.p."	2732.47	772.76	780.49	773.071	0.313	1.50	1	4.76	0.35	773.42	0.000	0.423	1.804	0.02099	0.291	Circular Pipe
	"i.p."	2735.81	772.83	780.52	773.151	0.324	1.50	1	4.54	0.32	773.47	0.000	0.423	1.691	0.02099	0.291	Circular Pipe
	"i.p."	2738.01	772.87	780.53	773.208	0.335	1.50	1	4.33	0.29	773.50	0.000	0.423	1.585	0.02099	0.291	Circular Pipe
	"i.p."	2739.56	772.91	780.55	773.252	0.346	1.50	1	4.13	0.26	773.52	0.000	0.423	1.485	0.02099	0.291	Circular Pipe
	"i.p."	2740.66	772.93	780.55	773.287	0.358	1.50	1	3.94	0.24	773.53	0.000	0.423	1.392	0.02099	0.291	Circular Pipe
	"i.p."	2741.44	772.95	780.56	773.315	0.370	1.50	1	3.75	0.22	773.53	0.000	0.423	1.304	0.02099	0.291	Circular Pipe
	"i.p."	2741.99	772.96	780.57	773.339	0.382	1.50	1	3.58	0.20	773.54	0.000	0.423	1.222	0.02099	0.291	Circular Pipe
	"i.p."	2742.34	772.96	780.57	773.360	0.395	1.50	1	3.41	0.18	773.54	0.000	0.423	1.145	0.02099	0.291	Circular Pipe
	"i.p."	2742.54	772.97	780.57	773.377	0.409	1.50	1	3.25	0.16	773.54	0.000	0.423	1.073	0.02099	0.291	Circular Pipe
"L-A10"	Reach	2742.61	772.97	780.57	773.392	0.422	1.50	1	3.10	0.15	773.54	0.000	0.423	1.005	0.02099	0.291	Circular Pipe
"MH-10"	Headwrk	2742.61	772.97	780.57	773.393	0.423	1.50	1	3.09	0.15	773.54	0.000	0.423	0.000	0.00000	0.000	Circular Pipe

 *) in the W.S.ELEV column indicates flooding, it is set whenever W.S.ELEV > GROUND ELEV
    i.p. = intermediate point processing results for reaches

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   MH-A8_Lateral1
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 Composite Profile:

ELEMENT    TYPE       STATION    INVERT   GROUND   W.S.      DEPTH    Q   BARREL VELOC.  VELOC. ENERGY     SUPER   CRITICAL FROUDE  SLOPE    NORMAL   CROSS
NAME                             ELEV     ELEV     ELEV                          HEAD   GRADE LN   ELEV    DEPTH    NUMBER           DEPTH    SECTION
---------- ---------- ---------- -------- -------- --------  -------- ---------- ------- ------ ---------- ------  -------- ------  -------  ------   ---------
###
"Outlet/M" Outlet     2188.64    760.30   774.84   768.534   8.234    46.48   1   14.80   3.40   771.93     0.000   1.973    0.000   0.00000  0.000    Circular Pipe
"Tra7"     Transition 2194.64    760.48   774.50   771.676   11.196   46.48   1   6.58    0.67   772.35     0.000   2.221    0.000   0.03000  0.000    Circular Pipe
"L-E2"     Reach      2285.14    763.24   774.82   772.115   8.875    46.48   1   6.58    0.67   772.79     0.000   2.221    0.000   0.03050  1.318    Circular Pipe
"MH-E2"    Junction   2290.14    763.24   774.82   773.117   9.877    23.94   1   3.39    0.18   773.30     0.000   1.577    0.000   0.00000  0.000    Circular Pipe
"L-E1"     Reach      2609.44    764.84   776.48   773.528   8.688    23.94   1   3.39    0.18   773.71     0.000   1.577    0.000   0.00501  1.512    Circular Pipe
"MH-E1"    Junction   2614.44    764.84   776.48   773.538   8.698    23.84   1   3.37    0.18   773.71     0.000   1.573    0.000   0.00000  0.000    Circular Pipe
"L-F1"     Reach      2882.74    766.20   777.56   773.880   7.680    23.84   1   3.37    0.18   774.06     0.000   1.573    0.000   0.00507  1.504    Circular Pipe
"MH-F1"    Junction   2887.74    766.20   777.56   774.051   7.851    17.38   1   2.46    0.09   774.14     0.000   1.333    0.000   0.00000  0.000    Circular Pipe
"L-F2"     Reach      3208.74    768.11   775.69   774.269   6.159    17.38   1   2.46    0.09   774.36     0.000   1.333    0.000   0.00595  1.202    Circular Pipe
"MH-F2"    Junction   3213.74    768.11   775.69   774.450   6.340    3.60    1   0.51    0.00   774.45     0.000   0.592    0.000   0.00000  0.000    Circular Pipe
"Link107"  Transition 3219.74    768.11   775.69   774.438   6.328    3.60    1   1.15    0.02   774.46     0.000   0.664    0.000   0.00000  0.000    Circular Pipe
"L-F3"     Reach      3414.14    770.11   776.70   774.487   4.377    3.60    1   1.15    0.02   774.51     0.000   0.664    0.000   0.01029  0.536    Circular Pipe
"MH-F3"    Junction   3419.14    770.11   776.70   774.491   4.381    3.50    1   1.11    0.02   774.51     0.000   0.654    0.000   0.00000  0.000    Circular Pipe
"L-CBF3"   Reach      3615.64    771.08   777.29   774.538   3.458    3.50    1   1.11    0.02   774.56     0.000   0.654    0.000   0.00494  0.638    Circular Pipe
"MH-CBF3"  Headwrk    3615.64    771.08   777.29   774.538   3.458    3.50    1   1.11    0.02   774.56     0.000   0.654    0.000   0.00000  0.000    Circular Pipe

 *) in the W.S.ELEV column indicates flooding, it is set whenever W.S.ELEV > GROUND ELEV
    i.p. = intermediate point processing results for reaches


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   MH-A8_Branch2
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 Composite Profile:

ELEMENT    TYPE       STATION    INVERT   GROUND   W.S.      DEPTH    Q   BARREL VELOC.  VELOC. ENERGY     SUPER   CRITICAL FROUDE  SLOPE    NORMAL   CROSS
NAME                             ELEV     ELEV     ELEV                          HEAD   GRADE LN   ELEV    DEPTH    NUMBER           DEPTH    SECTION
---------- ---------- ---------- -------- -------- --------  -------- ---------- ------- ------ ---------- ------  -------- ------  -------  ------   ---------
###
"Outlet/M" Outlet     2188.64    760.30   774.84   768.534   8.234    3.00    1   0.95    0.01   768.55     0.000   0.604    0.000   0.00000  0.000    Circular Pipe
"Tra-DD1"  Transition 2194.64    760.60   774.84   768.535   7.935    3.00    1   0.95    0.01   768.55     0.000   0.604    0.000   0.05000  0.000    Circular Pipe
"L-DD1"    Reach      2249.84    764.51   774.83   768.545   4.035    3.00    1   0.95    0.01   768.56     0.000   0.604    0.000   0.07083  0.304    Circular Pipe
"MH-DD1"   Headwrk    2249.84    764.51   774.83   768.545   4.035    3.00    1   0.95    0.01   768.56     0.000   0.604    0.000   0.00000  0.000    Circular Pipe

 *) in the W.S.ELEV column indicates flooding, it is set whenever W.S.ELEV > GROUND ELEV
    i.p. = intermediate point processing results for reaches


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MH-A4_Lateral1

Composite Profile:

ELEMENT NAME	TYPE	STATION	INVERT ELEV	GROUND ELEV	W.S. ELEV	DEPTH	Q	BARREL	VELOC.	VELOC. HEAD	ENERGY GRADE LN	SUPER ELEV	CRITICAL DEPTH	FROUDE NUMBER	SLOPE	NORMAL DEPTH	CROSS SECTION
###																	
"Outlet/M"	Outlet	1155.61	752.19	765.92	758.953	6.763	59.65	1	4.75	0.35	759.30	0.000	2.326	0.000	0.00000	0.000	Circular Pipe
"TR6"	Transition	1161.61	752.28	765.92	758.964	6.686	59.65	1	4.75	0.35	759.31	0.000	2.326	0.000	0.01467	0.000	Circular Pipe
	"i.p."	1592.52	755.71	765.26	759.707	4.000	59.65	1	4.75	0.35	760.06	0.000	2.326	0.047	0.00796	1.918	Circular Pipe
	"i.p."	1645.42	756.13	765.18	759.757	3.629	59.65	1	4.98	0.38	760.14	0.000	2.326	0.386	0.00796	1.918	Circular Pipe
	"i.p."	1673.08	756.35	765.14	759.762	3.414	59.65	1	5.22	0.42	760.18	0.000	2.326	0.458	0.00796	1.918	Circular Pipe
	"i.p."	1694.68	756.52	765.10	759.756	3.236	59.65	1	5.48	0.47	760.22	0.000	2.326	0.519	0.00796	1.918	Circular Pipe
	"i.p."	1712.55	756.66	765.08	759.742	3.081	59.65	1	5.74	0.51	760.25	0.000	2.326	0.576	0.00796	1.918	Circular Pipe
	"i.p."	1727.63	756.78	765.05	759.722	2.941	59.65	1	6.02	0.56	760.29	0.000	2.326	0.634	0.00796	1.918	Circular Pipe
	"i.p."	1740.34	756.88	765.03	759.695	2.812	59.65	1	6.32	0.62	760.32	0.000	2.326	0.693	0.00796	1.918	Circular Pipe
	"i.p."	1750.87	756.97	765.02	759.660	2.694	59.65	1	6.63	0.68	760.34	0.000	2.326	0.754	0.00796	1.918	Circular Pipe
	"i.p."	1759.24	757.03	765.01	759.617	2.583	59.65	1	6.95	0.75	760.37	0.000	2.326	0.818	0.00796	1.918	Circular Pipe
"Link62"	Reach	1762.61	757.06	765.00	759.590	2.530	59.65	1	7.12	0.79	760.38	0.000	2.326	0.851	0.00796	1.918	Circular Pipe
"MH-D1"	Junction	1767.61	757.06	765.00	760.410	3.350	43.58	1	3.88	0.23	760.64	0.000	1.974	0.000	0.00000	0.000	Circular Pipe
HYDRAULIC JUMP at 1890.95 of length 0.03																	
	"i.p."	1790.57	757.23	765.18	760.408	3.181	43.58	1	4.07	0.26	760.66	0.000	1.974	0.393	0.00727	1.648	Circular Pipe
	"i.p."	1810.43	757.37	765.33	760.403	3.031	43.58	1	4.27	0.28	760.69	0.000	1.974	0.435	0.00727	1.648	Circular Pipe
	"i.p."	1827.96	757.50	765.47	760.394	2.896	43.58	1	4.47	0.31	760.71	0.000	1.974	0.478	0.00727	1.648	Circular Pipe
	"i.p."	1843.58	757.61	765.59	760.383	2.771	43.58	1	4.69	0.34	760.73	0.000	1.974	0.521	0.00727	1.648	Circular Pipe
	"i.p."	1857.54	757.71	765.70	760.369	2.655	43.58	1	4.92	0.38	760.75	0.000	1.974	0.567	0.00727	1.648	Circular Pipe
	"i.p."	1869.98	757.80	765.80	760.352	2.547	43.58	1	5.16	0.41	760.77	0.000	1.974	0.614	0.00727	1.648	Circular Pipe
	"i.p."	1880.99	757.88	765.88	760.330	2.446	43.58	1	5.41	0.45	760.79	0.000	1.974	0.664	0.00727	1.648	Circular Pipe
	"i.p."	1890.58	757.95	765.96	760.304	2.350	43.58	1	5.68	0.50	760.80	0.000	1.974	0.717	0.00727	1.648	Circular Pipe
	"i.p."	1890.95	757.96	765.96	760.303	2.346	43.58	1	5.69	0.50	760.81	0.000	1.974	0.719	0.00727	1.648	Circular Pipe
	"i.p."	1890.95	757.96	765.96	759.605	1.648	43.58	1	8.92	1.24	760.84	0.000	1.974	1.412	0.00727	1.648	Circular Pipe
	"i.p."	1979.16	758.60	766.65	760.247	1.648	43.58	1	8.92	1.24	761.48	0.000	1.974	1.412	0.00727	1.648	Circular Pipe
	"i.p."	2097.19	759.46	767.57	761.161	1.704	43.58	1	8.54	1.13	762.29	0.000	1.974	1.325	0.00727	1.648	Circular Pipe
	"i.p."	2130.21	759.70	767.83	761.464	1.767	43.58	1	8.14	1.03	762.49	0.000	1.974	1.236	0.00727	1.648	Circular Pipe
	"i.p."	2144.55	759.80	767.94	761.634	1.832	43.58	1	7.76	0.94	762.57	0.000	1.974	1.153	0.00727	1.648	Circular Pipe
	"i.p."	2150.89	759.85	767.99	761.749	1.901	43.58	1	7.40	0.85	762.60	0.000	1.974	1.074	0.00727	1.648	Circular Pipe
"L-D2"	Reach	2152.61	759.86	768.00	761.833	1.973	43.58	1	7.06	0.77	762.61	0.000	1.974	1.001	0.00727	1.648	Circular Pipe
"MH-D2"	Headwrk	2152.61	759.86	768.00	761.834	1.974	43.58	1	7.05	0.77	762.61	0.000	1.974	0.000	0.00000	0.000	Circular Pipe

*) in the W.S.ELEV column indicates flooding, it is set whenever W.S.ELEV > GROUND ELEV
i.p. = intermediate point processing results for reaches

MH-A6_Branch1

Composite Profile:

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ELEMENT NAME	TYPE	STATION	INVERT ELEV	GROUND ELEV	W.S. ELEV	DEPTH	Q	BARREL	VELOC.	VELOC. HEAD	ENERGY GRADE LN	SUPER ELEV	CRITICAL DEPTH	FROUDE NUMBER	SLOPE	NORMAL DEPTH	CROSS SECTION
###																	
"Outlet/M"	Outlet	1506.48	755.38	769.22	761.920	6.540	24.64	1	7.84	0.96	762.87	0.000	1.752	0.000	0.00000	0.000	Circular Pipe
"Link101"	Transition	1512.48	755.49	769.22	761.991	6.503	24.64	1	7.84	0.96	762.95	0.000	1.752	0.000	0.01800	0.000	Circular Pipe
"Link71"	Reach	1561.88	758.57	769.64	762.577	4.007	24.64	1	7.84	0.96	763.53	0.000	1.752	0.000	0.06239	0.924	Circular Pipe
"MH-B1"	Junction	1566.88	758.57	769.64	763.779	5.209	15.43	1	4.91	0.37	764.15	0.000	1.416	0.000	0.00000	0.000	Circular Pipe
"L-B2"	Reach	1818.58	759.67	771.19	764.950	5.280	15.43	1	4.91	0.37	765.32	0.000	1.416	0.000	0.00437	1.703	Circular Pipe
"MH-B2"	Junction	1823.58	759.67	771.19	765.675	6.005	3.41	1	1.09	0.02	765.69	0.000	0.646	0.000	0.00000	0.000	Circular Pipe
"L-B3"	Reach	2103.78	761.38	772.93	765.739	4.359	3.41	1	1.09	0.02	765.76	0.000	0.646	0.000	0.00610	0.595	Circular Pipe
"MH-B3"	Junction	2108.78	761.38	772.93	765.764	4.384	2.00	1	0.64	0.01	765.77	0.000	0.491	0.000	0.00000	0.000	Circular Pipe
	"i.p."	2589.09	763.80	777.65	765.801	2.000	2.00	1	0.64	0.01	765.81	0.000	0.491	0.011	0.00504	0.477	Circular Pipe
	"i.p."	2626.25	763.99	778.01	765.803	1.815	2.00	1	0.67	0.01	765.81	0.000	0.491	0.073	0.00504	0.477	Circular Pipe
	"i.p."	2647.77	764.10	778.22	765.804	1.707	2.00	1	0.70	0.01	765.81	0.000	0.491	0.087	0.00504	0.477	Circular Pipe
"L-B4"	Reach	2648.38	764.10	778.23	765.804	1.704	2.00	1	0.70	0.01	765.81	0.000	0.491	0.087	0.00504	0.477	Circular Pipe
"MH-B4"	Headwrk	2648.38	764.10	778.23	765.804	1.704	2.00	1	0.70	0.01	765.81	0.000	0.491	0.000	0.00000	0.000	Circular Pipe

*) in the W.S.ELEV column indicates flooding, it is set whenever W.S.ELEV > GROUND ELEV
i.p. = intermediate point processing results for reaches

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MH-A6_Branch2

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Composite Profile:

ELEMENT NAME	TYPE	STATION	INVERT ELEV	GROUND ELEV	W.S. ELEV	DEPTH	Q	BARREL	VELOC.	VELOC. HEAD	ENERGY GRADE LN	SUPER ELEV	CRITICAL DEPTH	FROUDE NUMBER	SLOPE	NORMAL DEPTH	CROSS SECTION
###																	
"Outlet/M"	Outlet	1506.48	755.38	769.22	761.920	6.540	21.65	1	6.89	0.74	762.66	0.000	1.664	0.000	0.00000	0.000	Circular Pipe
"Link102"	Transition	1512.48	755.99	769.22	761.975	5.983	21.65	1	6.89	0.74	762.71	0.000	1.664	0.000	0.10200	0.000	Circular Pipe
"L-C4"	Reach	1560.91	758.07	769.27	762.418	4.348	21.65	1	6.89	0.74	763.16	0.000	1.664	0.000	0.04291	0.955	Circular Pipe
"MH-C4"	Junction	1565.91	758.07	769.27	762.477	4.407	21.55	1	6.86	0.73	763.21	0.000	1.660	0.000	0.00000	0.000	Circular Pipe
"L-C3"	Reach	1900.91	759.67	770.99	765.517	5.847	21.55	1	6.86	0.73	766.25	0.000	1.660	0.000	0.00478	2.000	Circular Pipe
"MH-C3"	Junction	1905.91	759.67	770.99	765.576	5.906	21.45	1	6.83	0.72	766.30	0.000	1.657	0.000	0.00000	0.000	Circular Pipe
"L-C2"	Reach	2317.81	761.69	773.07	769.279	7.589	21.45	1	6.83	0.72	770.00	0.000	1.657	0.000	0.00490	2.000	Circular Pipe
"MH-C2"	Junction	2322.81	761.69	773.07	770.671	8.981	5.03	1	1.60	0.04	770.71	0.000	0.790	0.000	0.00000	0.000	Circular Pipe
"L-CB1"	Reach	2975.71	765.03	776.06	770.994	5.964	5.03	1	1.60	0.04	771.03	0.000	0.790	0.000	0.00512	0.766	Circular Pipe
"CB-C1"	Headwrk	2975.71	765.03	776.06	770.994	5.964	5.03	1	0.71	0.01	771.00	0.000	0.790	0.000	0.00000	0.000	Circular Pipe

*) in the W.S.ELEV column indicates flooding, it is set whenever W.S.ELEV > GROUND ELEV
i.p. = intermediate point processing results for reaches

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ELEMENT NAME	TYPE	STATION	INVERT ELEV	GROUND ELEV	DEPTH	Q	BARREL	AREA	VELOC.	NORMAL DEPTH	CRITICAL DEPTH	SLOPE
"MH-A0"	Outlet U/S		no computation									
"Link46"	Reach D/S		no computation									
"Link46"	Reach U/S		no computation									
"MH-A1"	JunctioD/S	196.0	743.40	757.26	4.026	198.53	1	15.012	13.23	0.000	4.026	0.00000
"MH-A1"	JunctioU/S	201.0	743.40	757.26	4.286	198.43	1	15.628	12.70	0.000	4.025	0.00000
"Link45"	Reach D/S	201.0	743.40	757.26	4.286	198.43	1	15.628	12.70	3.940	4.025	0.00922
	"i.p."	359.4	744.86	758.78	4.025	198.43	1	15.009	13.22	3.940	4.025	0.00922
"Link45"	Reach U/S	801.0	748.93	763.00	4.025	198.43	1	15.009	13.22	3.940	4.025	0.00922
"MH-A11"	JunctioD/S	801.0	748.93	763.00	4.025	198.43	1	15.009	13.22	0.000	4.025	0.00000
"MH-A11"	JunctioU/S	806.0	748.93	763.00	4.595	193.86	1	15.904	12.19	0.000	3.993	0.00000
"Link44"	Reach D/S	806.0	748.93	763.00	4.595	193.86	1	15.904	12.19	3.868	3.993	0.00901
"Link44"	Reach U/S	1369.0	754.00	765.00	4.997	193.86	1	15.904	12.19	3.868	3.993	0.00901
"MH-A12"	Join D/S	1369.0	754.00	765.00	4.997	193.86	1	15.904	12.19	0.000	3.993	0.00000
"MH-A12"	Join U/S	1374.0	754.00	765.00	7.435	134.21	1	15.904	8.44	0.000	3.408	0.00000
"Link43"	Reach D/S	1374.0	754.00	765.00	7.435	134.21	1	15.904	8.44	2.764	3.408	0.00961
"Link43"	Reach U/S	1514.5	755.35	769.22	6.740	134.21	1	15.904	8.44	2.764	3.408	0.00961
"MH-A2"	Join D/S	1514.5	755.35	769.22	6.740	134.21	1	15.904	8.44	0.000	3.408	0.00000
"MH-A2"	Join U/S	1519.5	755.35	769.22	8.495	61.90	1	15.904	3.89	0.000	2.287	0.00000
"Tra5"	TransitD/S	1519.5	755.35	769.22	8.495	61.90	1	15.904	3.89	0.000	2.287	0.05000
"Tra5"	TransitU/S	1525.5	755.65	774.54	7.459	61.90	1	7.069	8.76	0.000	2.535	0.05000
"Node78"	JunctioD/S	1525.5	755.65	774.54	7.459	61.90	1	7.069	8.76	0.000	2.535	0.93000
"Node78"	JunctioU/S	1530.5	760.30	774.54	3.710	49.38	1	7.069	6.99	0.000	2.287	0.93000
"Link60"	Reach D/S	1530.5	760.30	774.54	3.710	49.38	1	7.069	6.99	3.000	2.287	0.00000
"Link60"	Reach U/S	2164.2	760.30	774.54	7.184	49.38	1	7.069	6.99	3.000	2.287	0.00000
"MH-A3"	Join D/S	2164.2	760.30	774.54	7.184	49.38	1	7.069	6.99	0.000	2.287	0.00000
"MH-A3"	Join U/S	2169.2	760.30	774.50	8.708	3.00	1	7.069	0.42	0.000	0.539	0.00000
"Tra3"	TransitD/S	2169.2	760.30	774.50	8.708	3.00	1	7.069	0.42	0.000	0.539	0.02100
"Tra3"	TransitU/S	2175.2	760.43	774.54	8.573	3.00	1	3.142	0.95	0.000	0.604	0.02100
"L-CBA9"	Reach D/S	2175.2	760.43	774.54	8.573	3.00	1	3.142	0.95	0.393	0.604	0.02473
	"i.p."	2442.9	767.05	776.83	2.000	3.00	1	3.142	0.95	0.393	0.604	0.02473
	"i.p."	2450.4	767.23	776.90	1.815	3.00	1	2.995	1.00	0.393	0.604	0.02473
	"i.p."	2454.7	767.34	776.93	1.707	3.00	1	2.856	1.05	0.393	0.604	0.02473
	"i.p."	2458.3	767.43	776.97	1.618	3.00	1	2.723	1.10	0.393	0.604	0.02473
	"i.p."	2461.4	767.50	776.99	1.540	3.00	1	2.596	1.16	0.393	0.604	0.02473
	"i.p."	2464.1	767.57	777.02	1.470	3.00	1	2.476	1.21	0.393	0.604	0.02473
	"i.p."	2466.7	767.63	777.04	1.406	3.00	1	2.360	1.27	0.393	0.604	0.02473
	"i.p."	2469.0	767.69	777.06	1.347	3.00	1	2.250	1.33	0.393	0.604	0.02473
	"i.p."	2471.1	767.74	777.08	1.292	3.00	1	2.146	1.40	0.393	0.604	0.02473
	"i.p."	2473.1	767.79	777.09	1.240	3.00	1	2.046	1.47	0.393	0.604	0.02473
	"i.p."	2475.0	767.84	777.11	1.191	3.00	1	1.951	1.54	0.393	0.604	0.02473
	"i.p."	2476.7	767.88	777.12	1.145	3.00	1	1.860	1.61	0.393	0.604	0.02473
	"i.p."	2478.4	767.92	777.14	1.101	3.00	1	1.773	1.69	0.393	0.604	0.02473
	"i.p."	2479.9	767.96	777.15	1.060	3.00	1	1.691	1.77	0.393	0.604	0.02473
	"i.p."	2481.3	768.00	777.16	1.021	3.00	1	1.612	1.86	0.393	0.604	0.02473
	"i.p."	2482.7	768.03	777.17	0.983	3.00	1	1.537	1.95	0.393	0.604	0.02473
	"i.p."	2483.9	768.06	777.18	0.947	3.00	1	1.466	2.05	0.393	0.604	0.02473
	"i.p."	2485.1	768.09	777.19	0.913	3.00	1	1.397	2.15	0.393	0.604	0.02473
	"i.p."	2486.2	768.12	777.20	0.880	3.00	1	1.332	2.25	0.393	0.604	0.02473
	"i.p."	2487.1	768.14	777.21	0.849	3.00	1	1.270	2.36	0.393	0.604	0.02473
	"i.p."	2488.1	768.16	777.22	0.819	3.00	1	1.211	2.48	0.393	0.604	0.02473
	"i.p."	2488.9	768.18	777.23	0.791	3.00	1	1.155	2.60	0.393	0.604	0.02473
	"i.p."	2489.6	768.20	777.23	0.763	3.00	1	1.101	2.72	0.393	0.604	0.02473
	"i.p."	2490.3	768.22	777.24	0.736	3.00	1	1.050	2.86	0.393	0.604	0.02473
	"i.p."	2490.8	768.23	777.24	0.711	3.00	1	1.001	3.00	0.393	0.604	0.02473
	"i.p."	2491.3	768.24	777.25	0.687	3.00	1	0.954	3.14	0.393	0.604	0.02473
	"i.p."	2491.7	768.25	777.25	0.663	3.00	1	0.910	3.30	0.393	0.604	0.02473
	"i.p."	2492.0	768.26	777.25	0.641	3.00	1	0.868	3.46	0.393	0.604	0.02473
	"i.p."	2492.1	768.26	777.26	0.619	3.00	1	0.827	3.63	0.393	0.604	0.02473

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B.2 – STREET CAPACITY CALCULATIONS

Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Thursday, May 16 2024

R1 DA Street Capacity 10-YEAR

Gutter

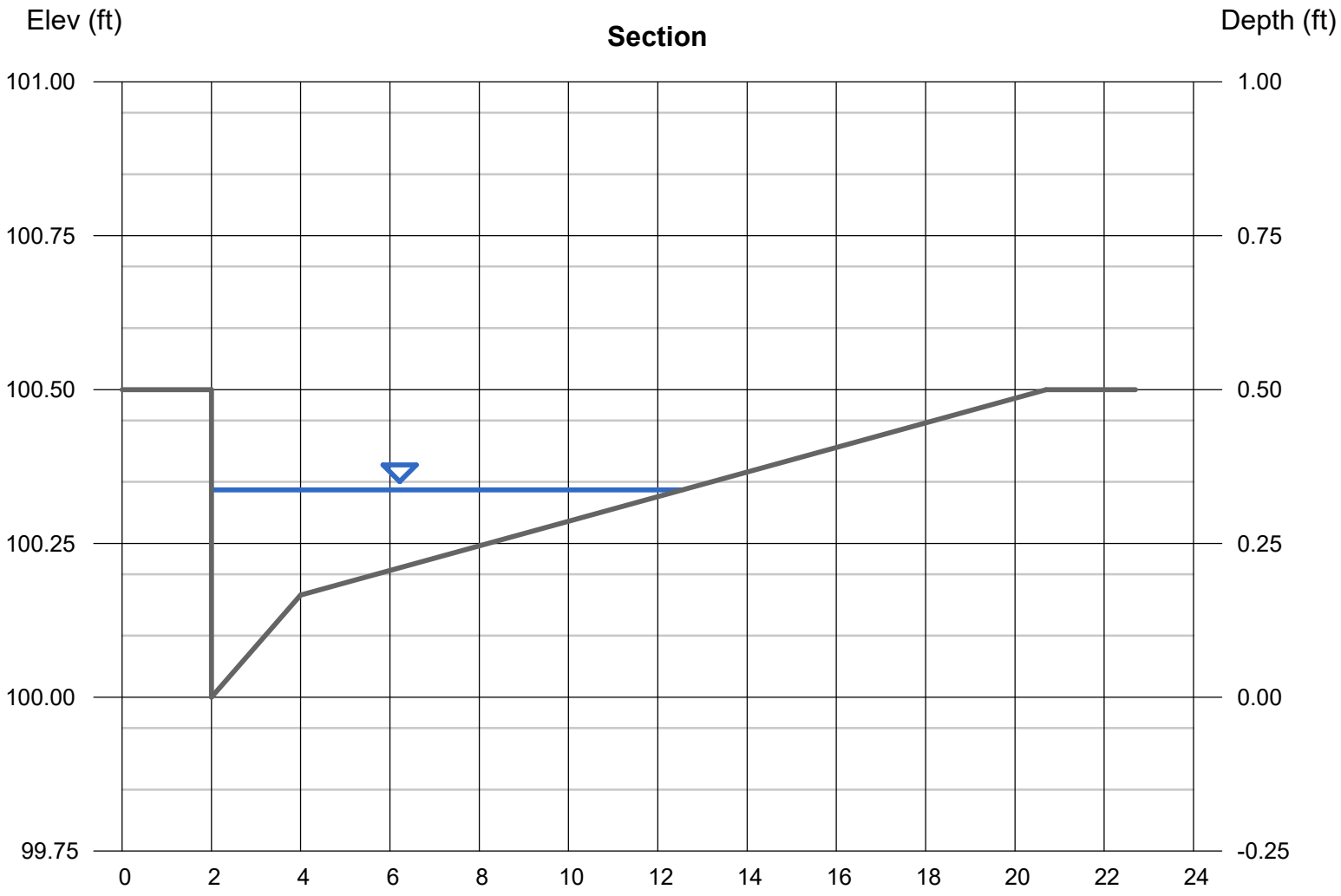
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.10
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 1.36

Highlighted

Depth (ft)	= 0.34
Q (cfs)	= 1.360
Area (sqft)	= 1.24
Velocity (ft/s)	= 1.10
Wetted Perim (ft)	= 10.90
Crit Depth, Yc (ft)	= 0.29
Spread Width (ft)	= 10.55
EGL (ft)	= 0.36



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Thursday, May 16 2024

V1 DA Street Capacity 10-YEAR

Gutter

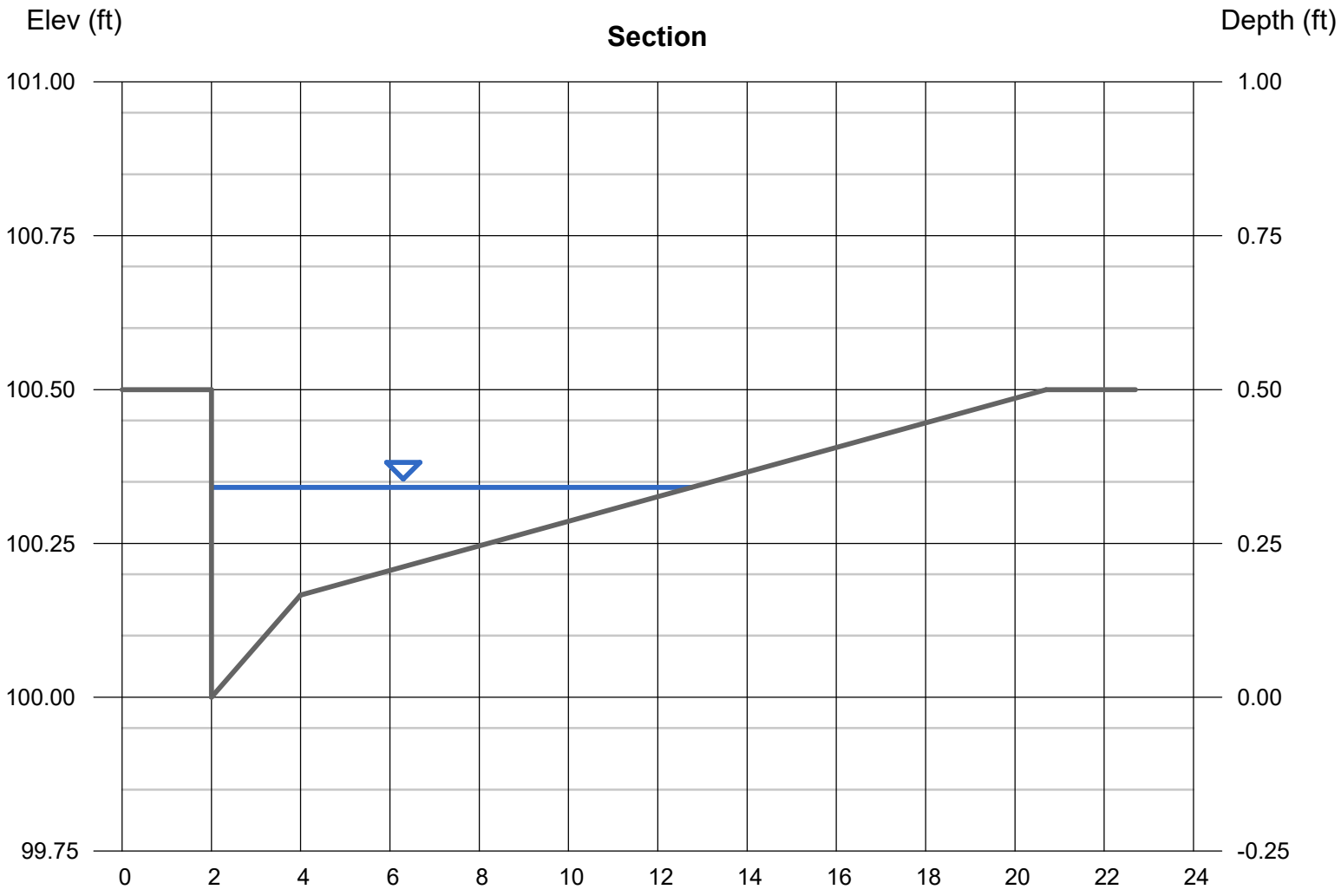
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.10
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 1.42

Highlighted

Depth (ft)	= 0.34
Q (cfs)	= 1.420
Area (sqft)	= 1.28
Velocity (ft/s)	= 1.11
Wetted Perim (ft)	= 11.10
Crit Depth, Yc (ft)	= 0.30
Spread Width (ft)	= 10.75
EGL (ft)	= 0.36



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

V2 DA Street Capacity 10-YEAR

Gutter

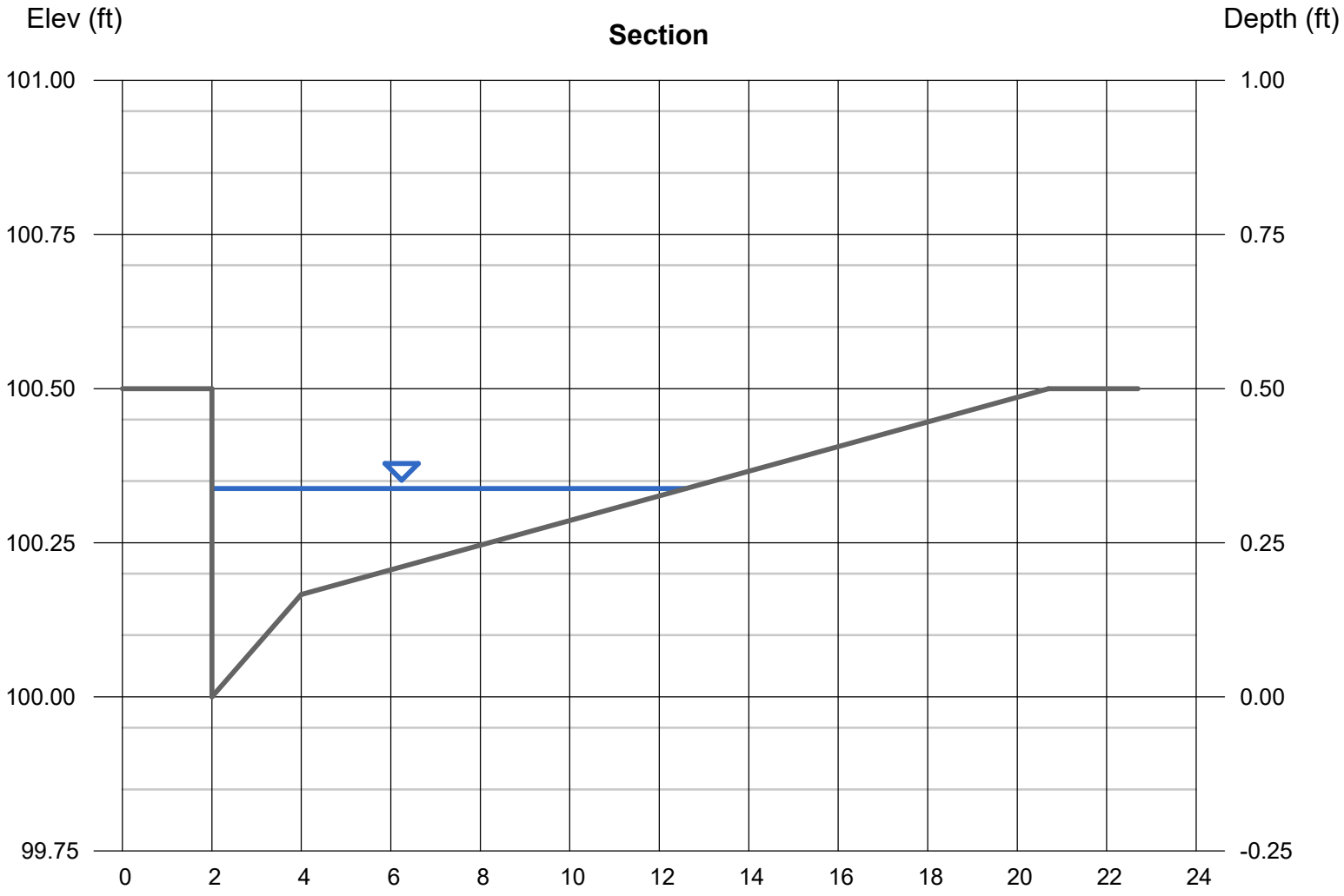
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.10
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 1.37

Highlighted

Depth (ft)	= 0.34
Q (cfs)	= 1.370
Area (sqft)	= 1.25
Velocity (ft/s)	= 1.10
Wetted Perim (ft)	= 10.95
Crit Depth, Yc (ft)	= 0.29
Spread Width (ft)	= 10.60
EGL (ft)	= 0.36



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

V3 DA Street Capacity 10-YEAR

Gutter

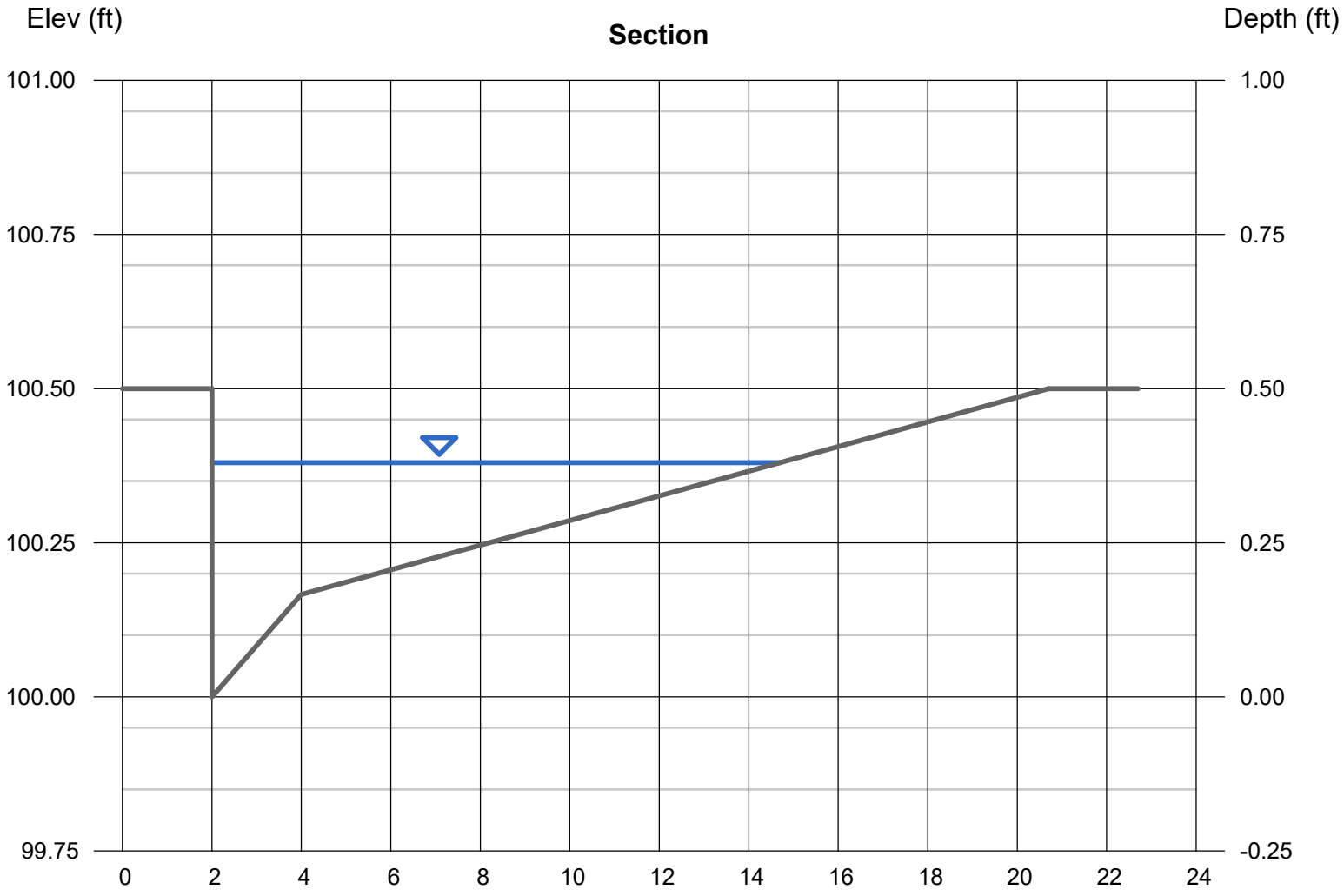
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.10
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 2.08

Highlighted

Depth (ft)	= 0.38
Q (cfs)	= 2.080
Area (sqft)	= 1.74
Velocity (ft/s)	= 1.20
Wetted Perim (ft)	= 13.09
Crit Depth, Yc (ft)	= 0.33
Spread Width (ft)	= 12.70
EGL (ft)	= 0.40



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

V4 DA Street Capacity 10-YEAR

Gutter

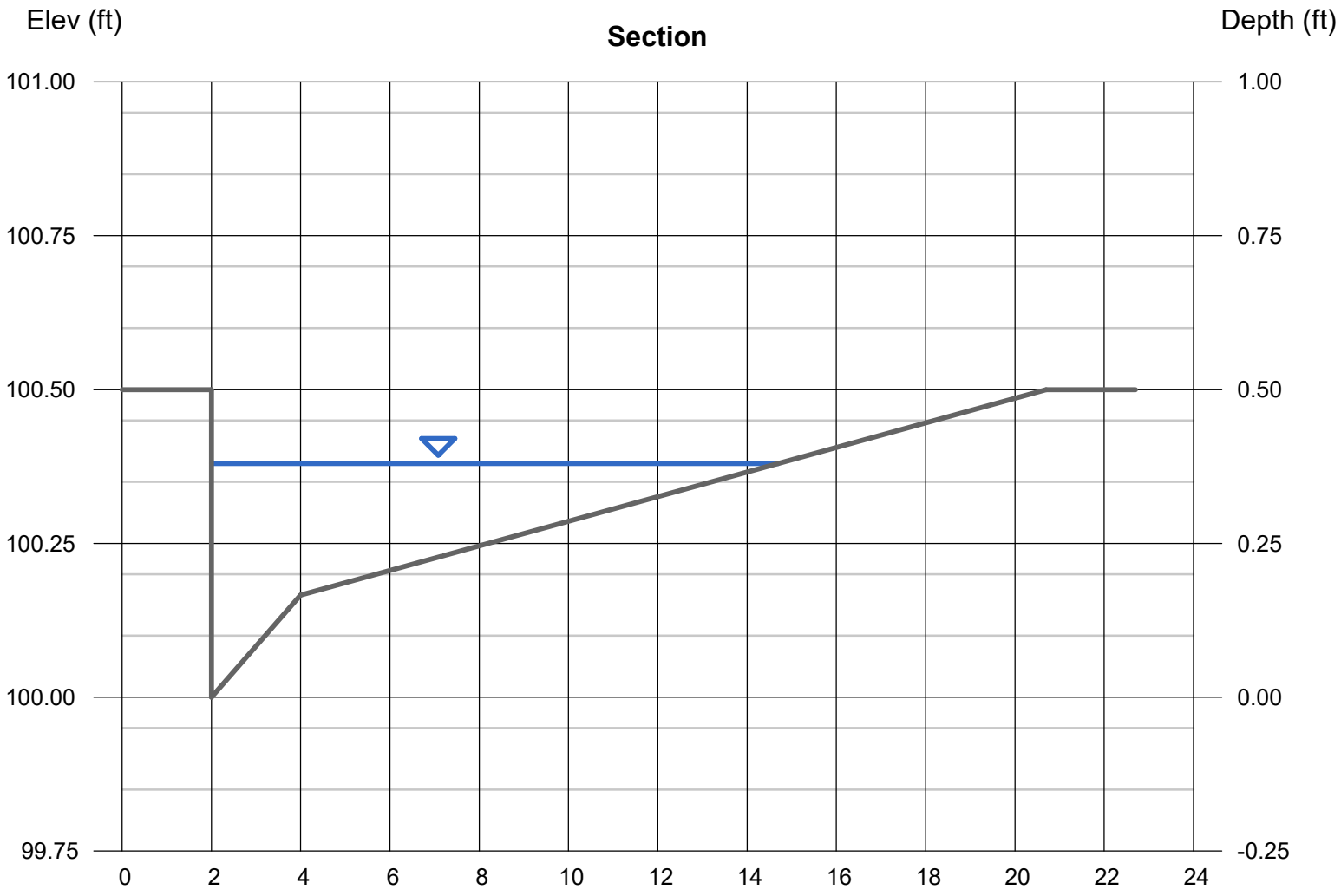
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.10
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 2.08

Highlighted

Depth (ft)	= 0.38
Q (cfs)	= 2.080
Area (sqft)	= 1.74
Velocity (ft/s)	= 1.20
Wetted Perim (ft)	= 13.09
Crit Depth, Yc (ft)	= 0.33
Spread Width (ft)	= 12.70
EGL (ft)	= 0.40



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

V5 DA Street Capacity 10-YEAR

Gutter

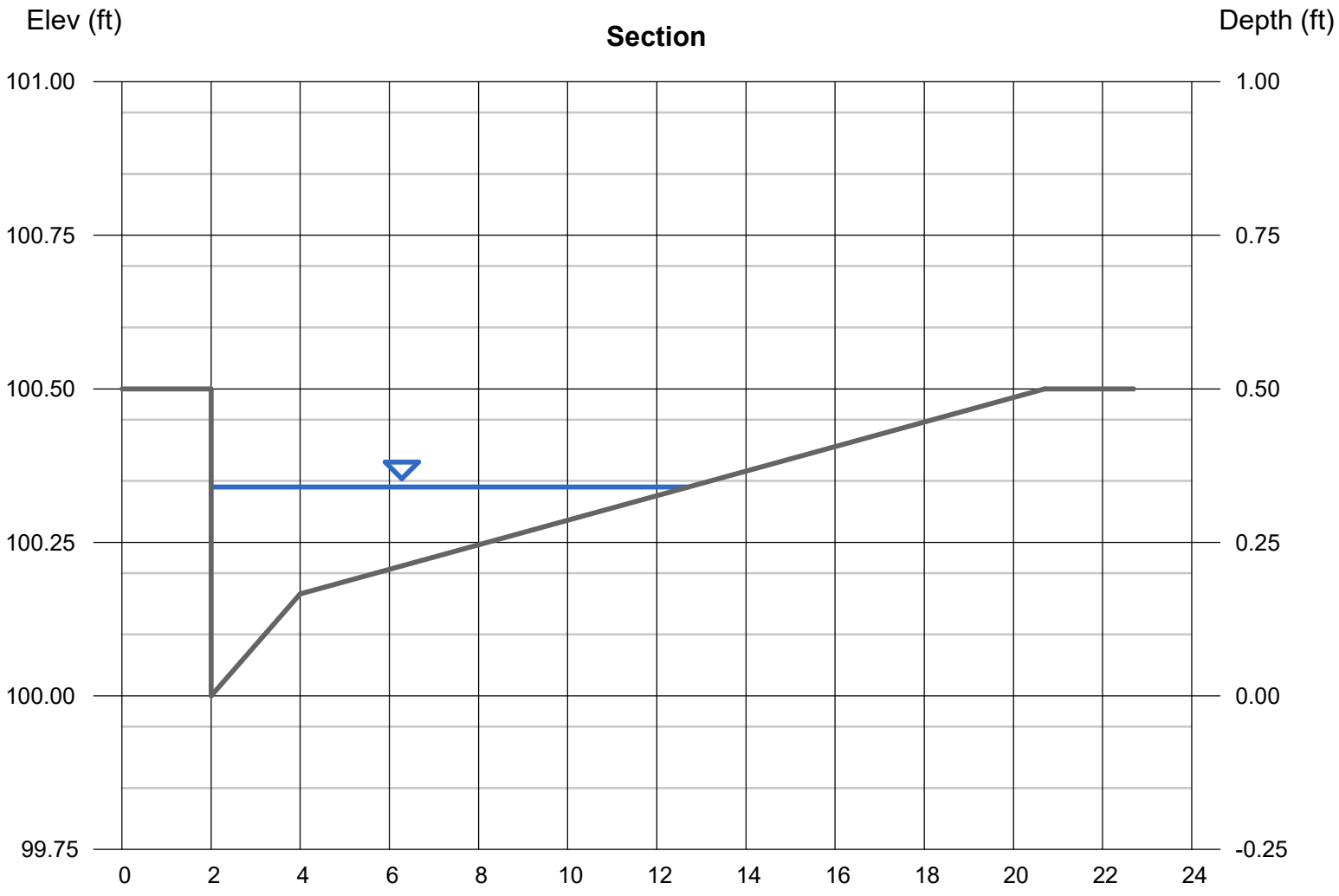
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.10
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 1.40

Highlighted

Depth (ft)	= 0.34
Q (cfs)	= 1.400
Area (sqft)	= 1.27
Velocity (ft/s)	= 1.10
Wetted Perim (ft)	= 11.05
Crit Depth, Yc (ft)	= 0.29
Spread Width (ft)	= 10.70
EGL (ft)	= 0.36



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

V6 DA Street Capacity 10-YEAR

Gutter

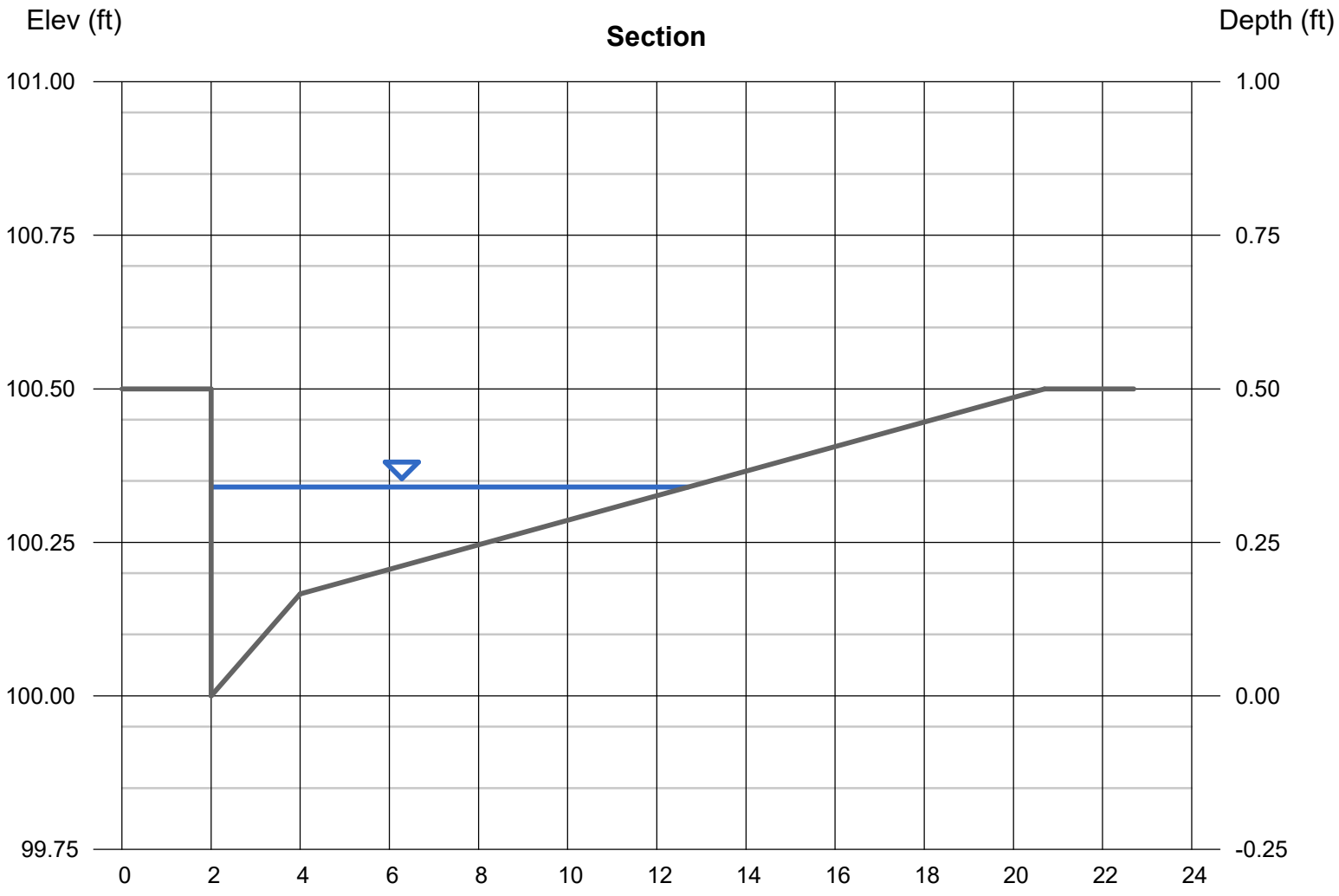
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.10
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 1.40

Highlighted

Depth (ft)	= 0.34
Q (cfs)	= 1.400
Area (sqft)	= 1.27
Velocity (ft/s)	= 1.10
Wetted Perim (ft)	= 11.05
Crit Depth, Yc (ft)	= 0.29
Spread Width (ft)	= 10.70
EGL (ft)	= 0.36



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

V7 DA Street Capacity 10-YEAR

Gutter

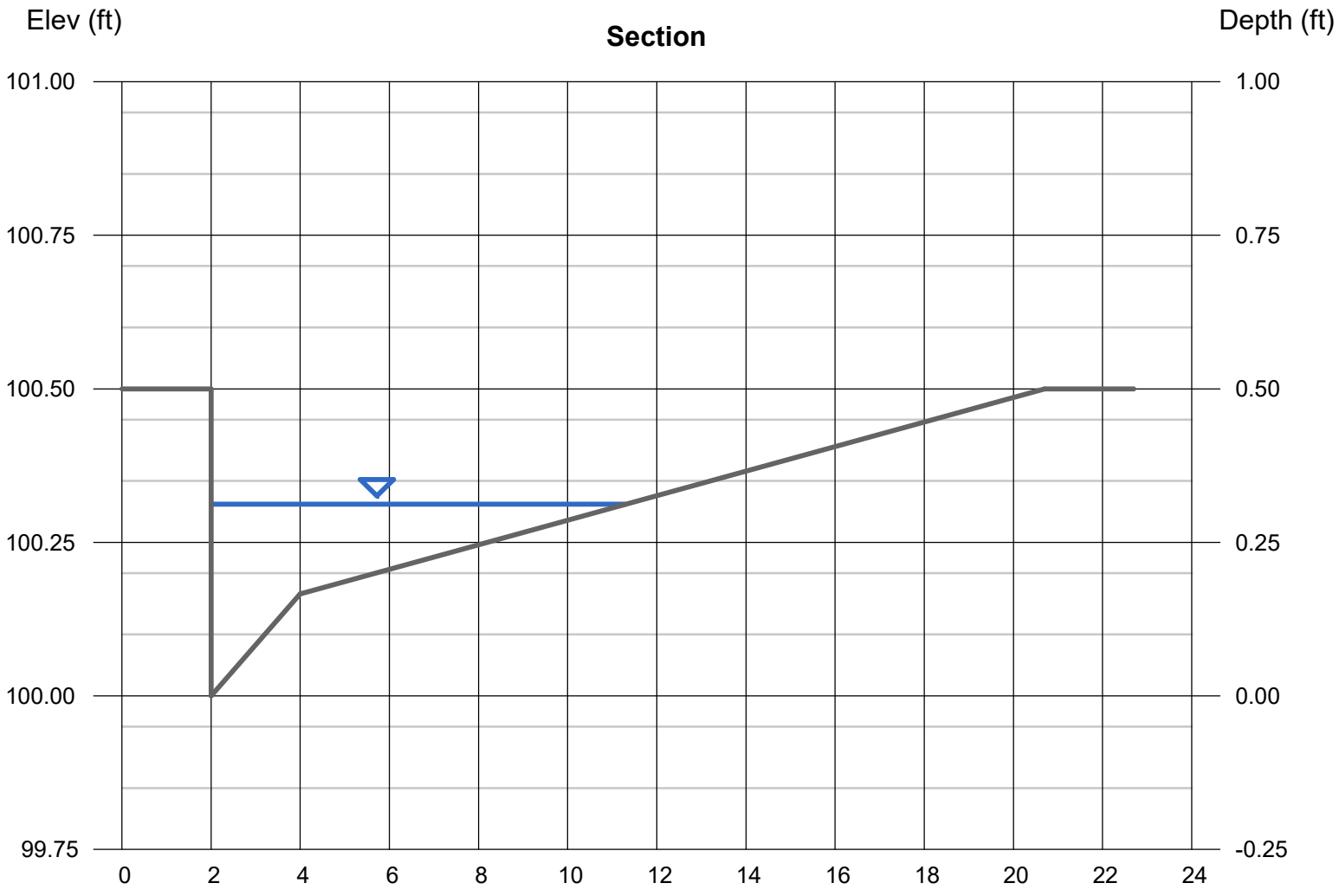
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.10
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 1.03

Highlighted

Depth (ft)	= 0.31
Q (cfs)	= 1.030
Area (sqft)	= 0.99
Velocity (ft/s)	= 1.04
Wetted Perim (ft)	= 9.62
Crit Depth, Yc (ft)	= 0.27
Spread Width (ft)	= 9.30
EGL (ft)	= 0.33



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

V8 DA Street Capacity 10-YEAR

Gutter

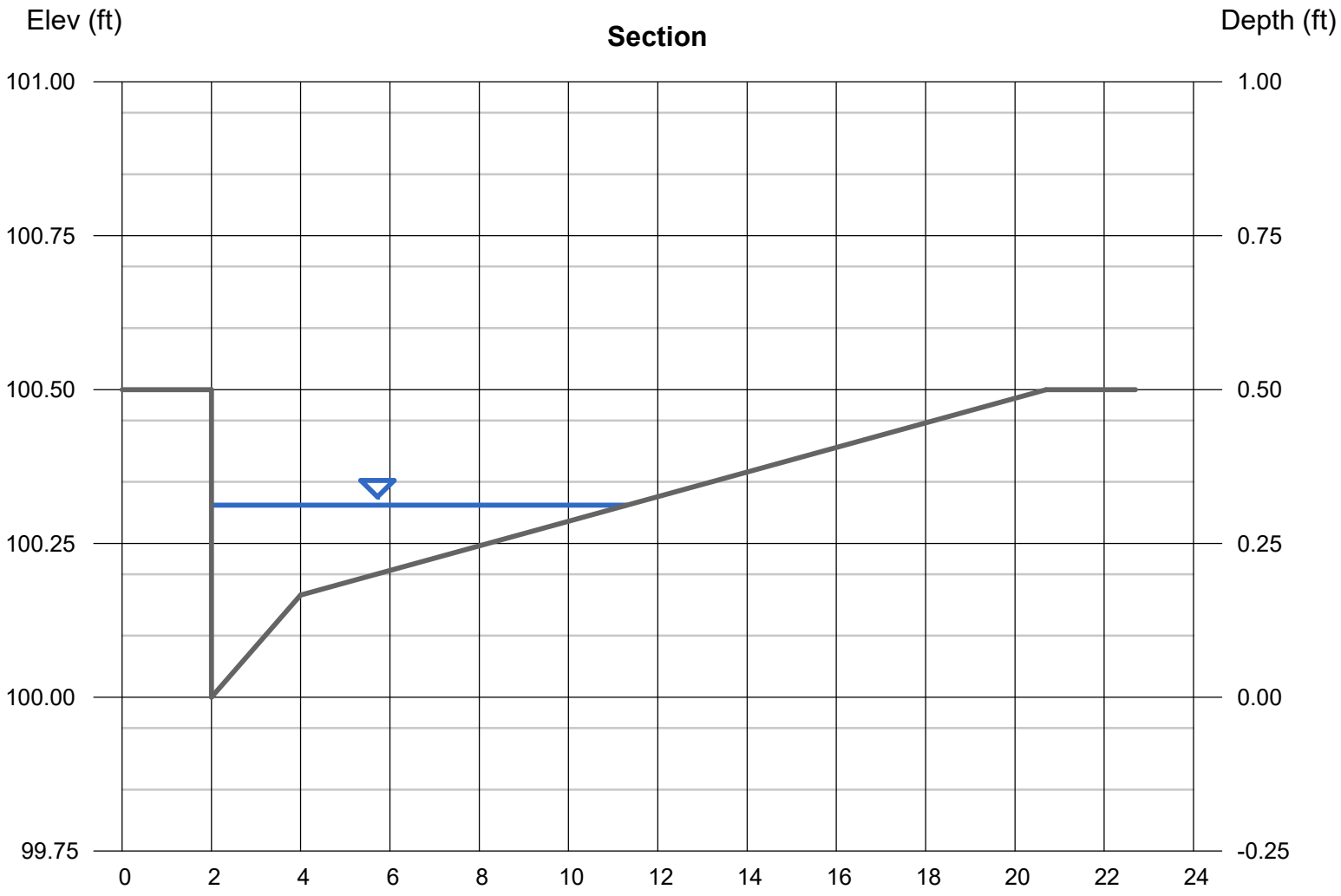
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.10
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 1.03

Highlighted

Depth (ft)	= 0.31
Q (cfs)	= 1.030
Area (sqft)	= 0.99
Velocity (ft/s)	= 1.04
Wetted Perim (ft)	= 9.62
Crit Depth, Yc (ft)	= 0.27
Spread Width (ft)	= 9.30
EGL (ft)	= 0.33



B3-164

Reach (ft)

Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

R2 DA Street Capacity 10-YEAR

Gutter

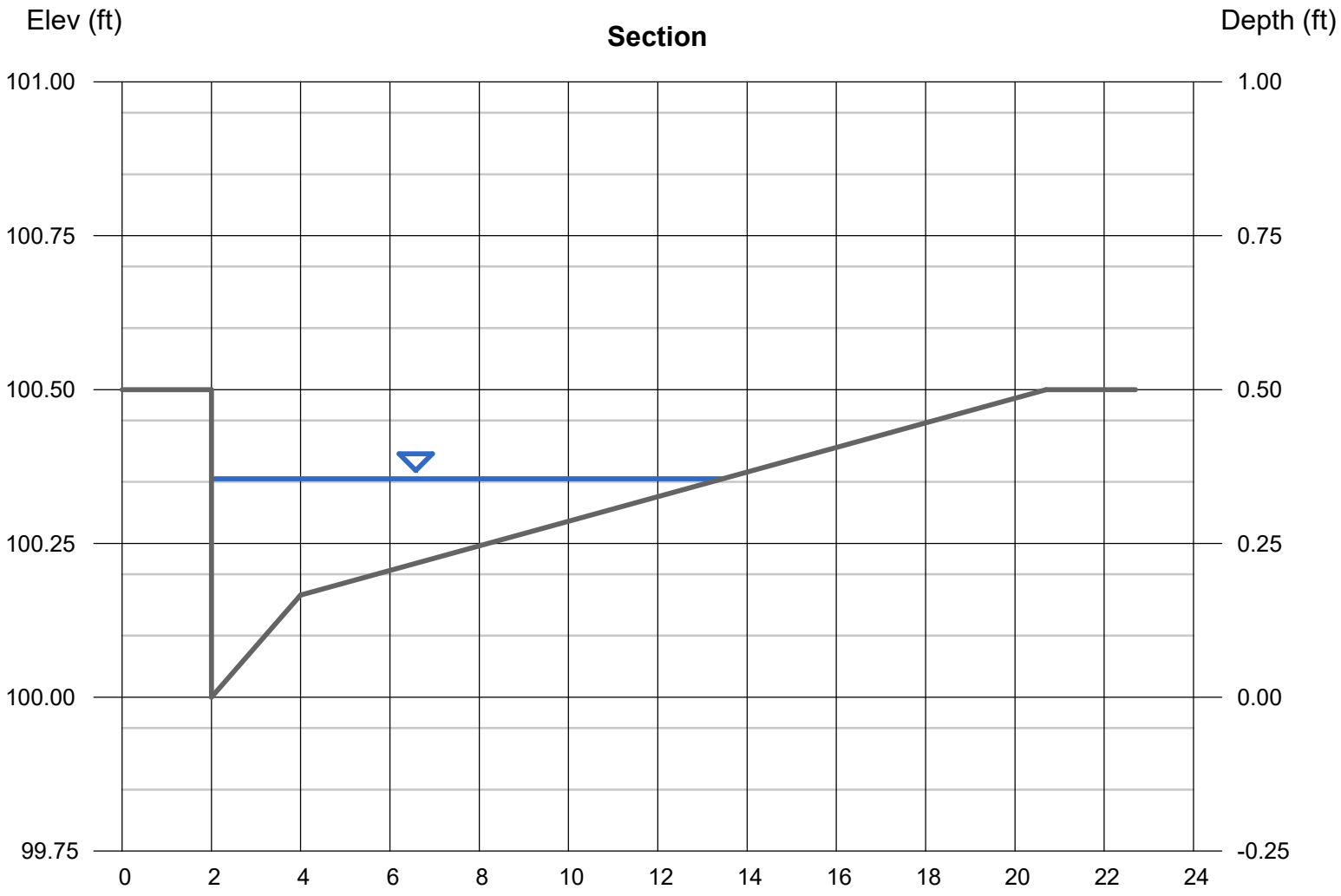
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.40
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 3.27

Highlighted

Depth (ft)	= 0.35
Q (cfs)	= 3.270
Area (sqft)	= 1.44
Velocity (ft/s)	= 2.28
Wetted Perim (ft)	= 11.81
Crit Depth, Yc (ft)	= 0.37
Spread Width (ft)	= 11.45
EGL (ft)	= 0.44



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

F3 DA Street Capacity 10-YEAR

Gutter

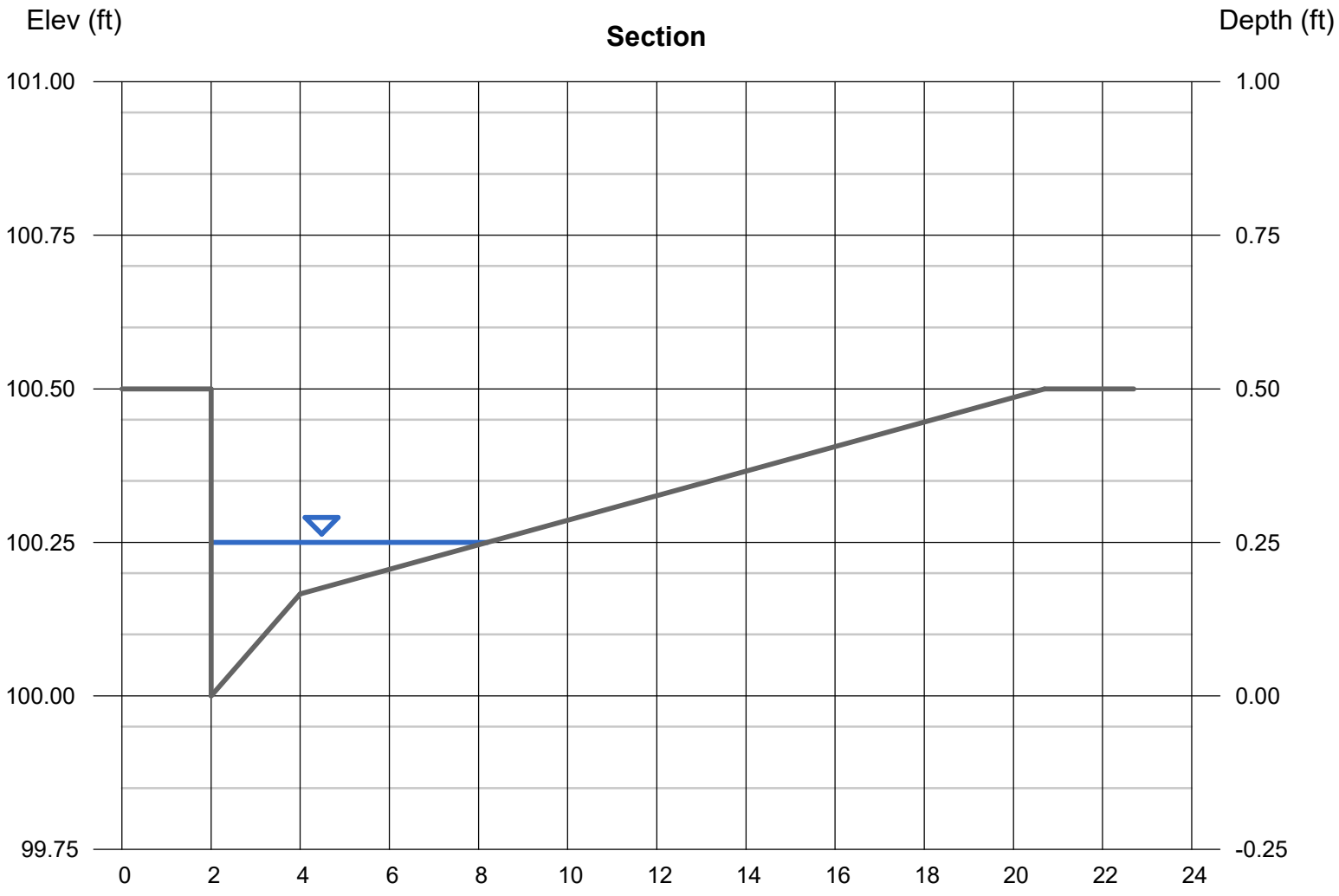
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 1.00
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 1.50

Highlighted

Depth (ft)	= 0.25
Q (cfs)	= 1.500
Area (sqft)	= 0.51
Velocity (ft/s)	= 2.94
Wetted Perim (ft)	= 6.46
Crit Depth, Yc (ft)	= 0.30
Spread Width (ft)	= 6.20
EGL (ft)	= 0.38



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

C6 DA Street Capacity 10-YEAR

Gutter

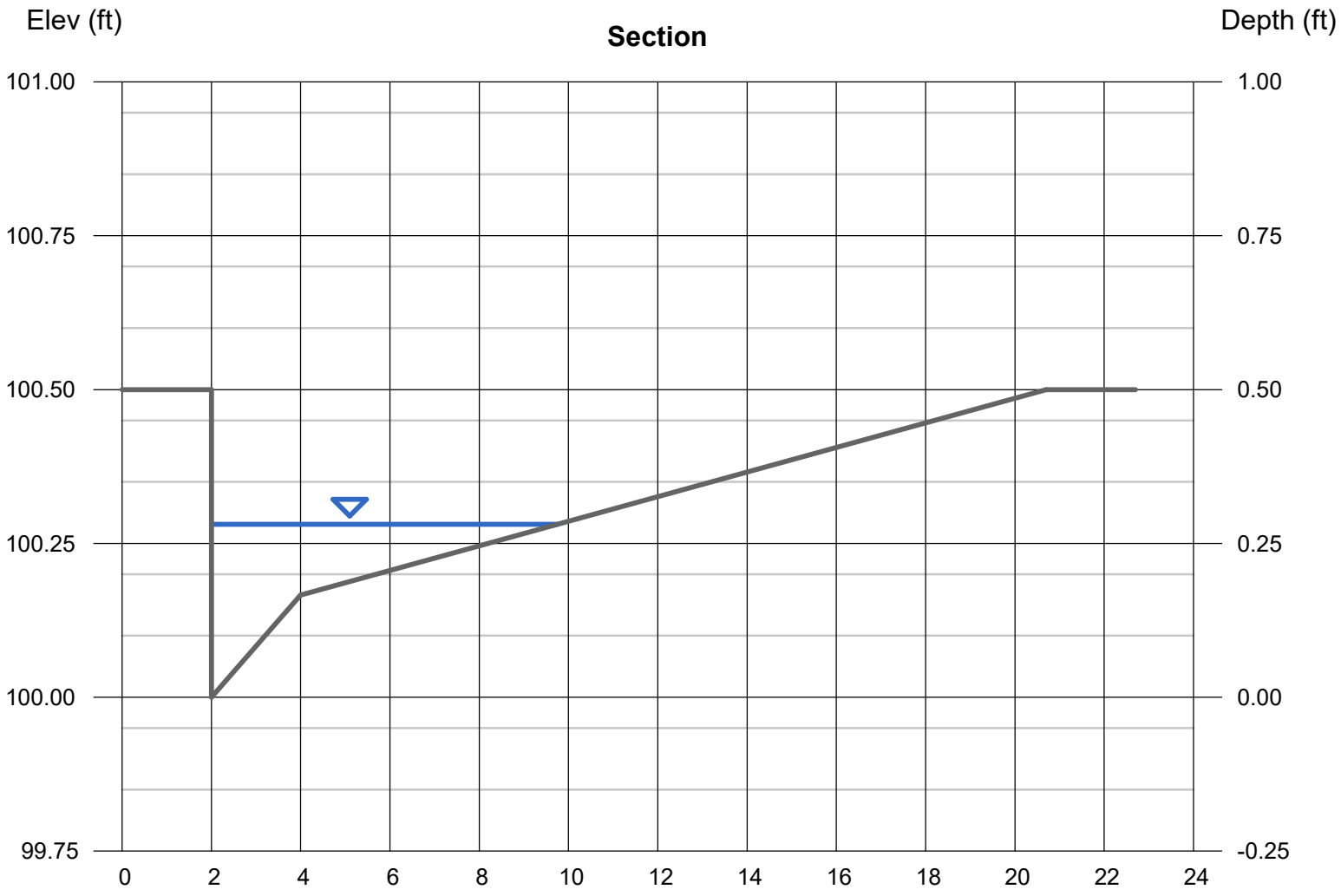
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.30
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 1.23

Highlighted

Depth (ft)	= 0.28
Q (cfs)	= 1.230
Area (sqft)	= 0.73
Velocity (ft/s)	= 1.69
Wetted Perim (ft)	= 8.04
Crit Depth, Yc (ft)	= 0.28
Spread Width (ft)	= 7.75
EGL (ft)	= 0.33



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

C5 DA Street Capacity 10-YEAR

Gutter

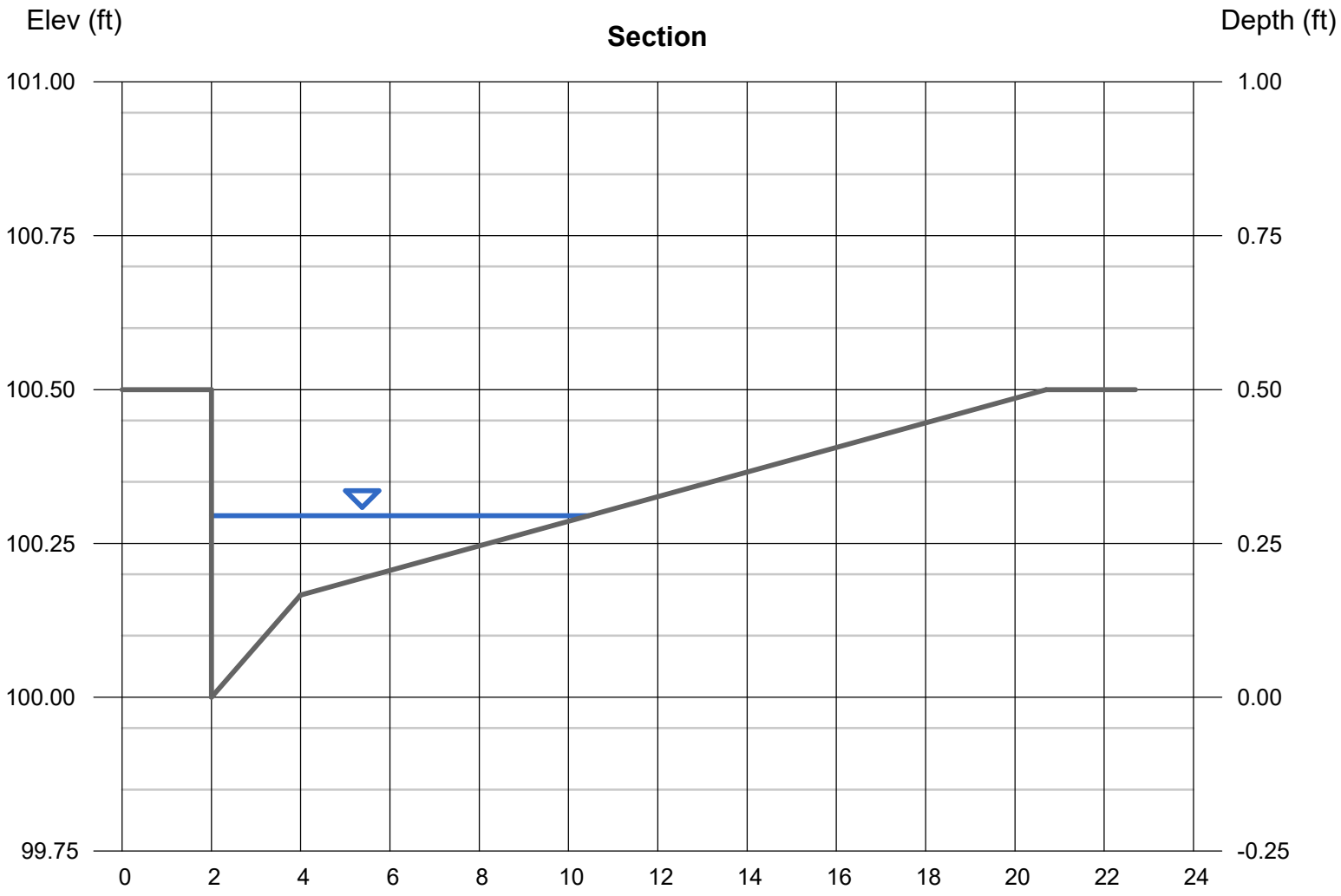
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.20
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 1.19

Highlighted

Depth (ft)	= 0.29
Q (cfs)	= 1.190
Area (sqft)	= 0.84
Velocity (ft/s)	= 1.42
Wetted Perim (ft)	= 8.75
Crit Depth, Yc (ft)	= 0.28
Spread Width (ft)	= 8.45
EGL (ft)	= 0.33



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

F1 DA Street Capacity 10-YEAR

Gutter

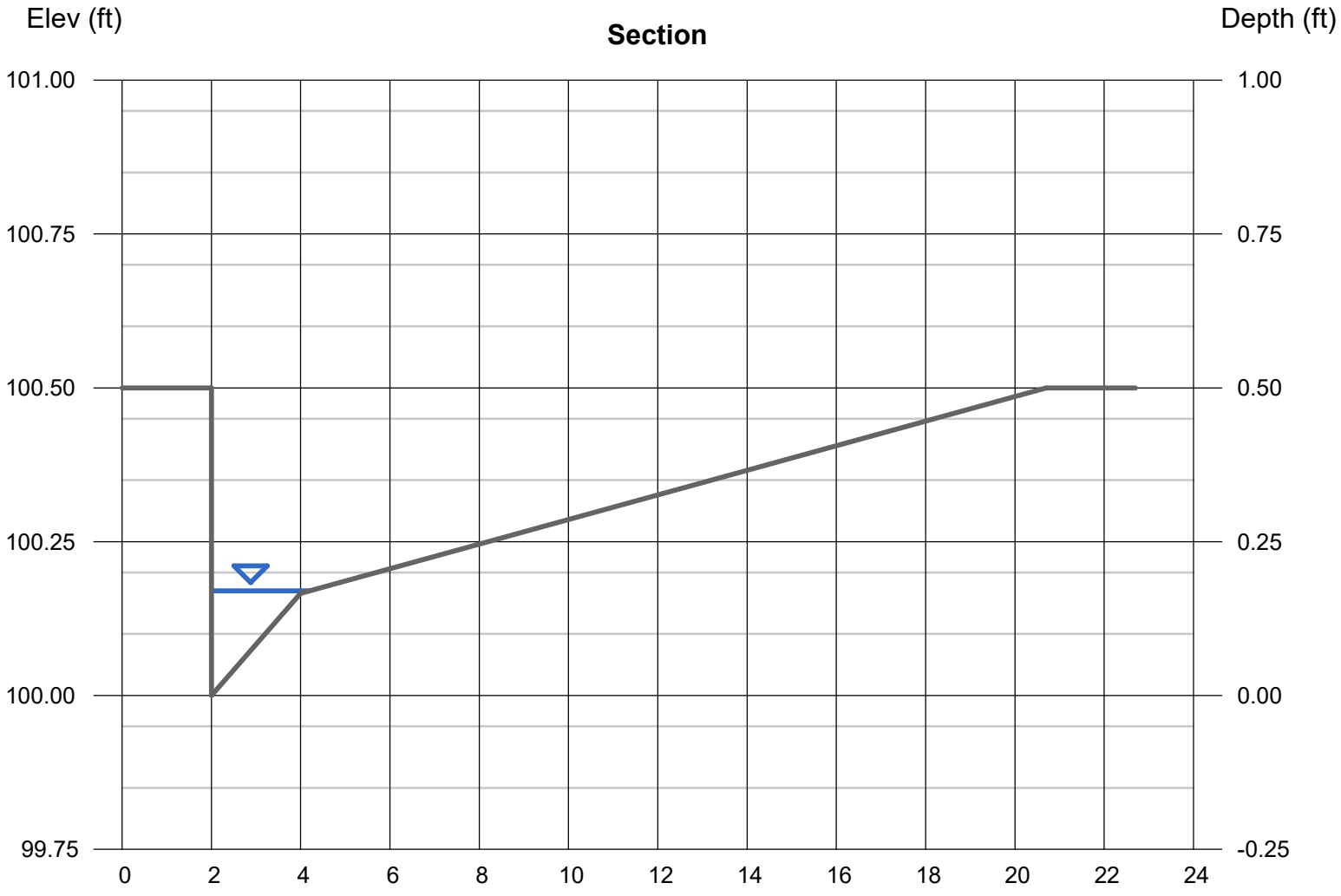
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.50
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.32

Highlighted

Depth (ft)	= 0.17
Q (cfs)	= 0.320
Area (sqft)	= 0.17
Velocity (ft/s)	= 1.83
Wetted Perim (ft)	= 2.38
Crit Depth, Yc (ft)	= 0.19
Spread Width (ft)	= 2.20
EGL (ft)	= 0.22



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

F2 DA Street Capacity 10-YEAR

Gutter

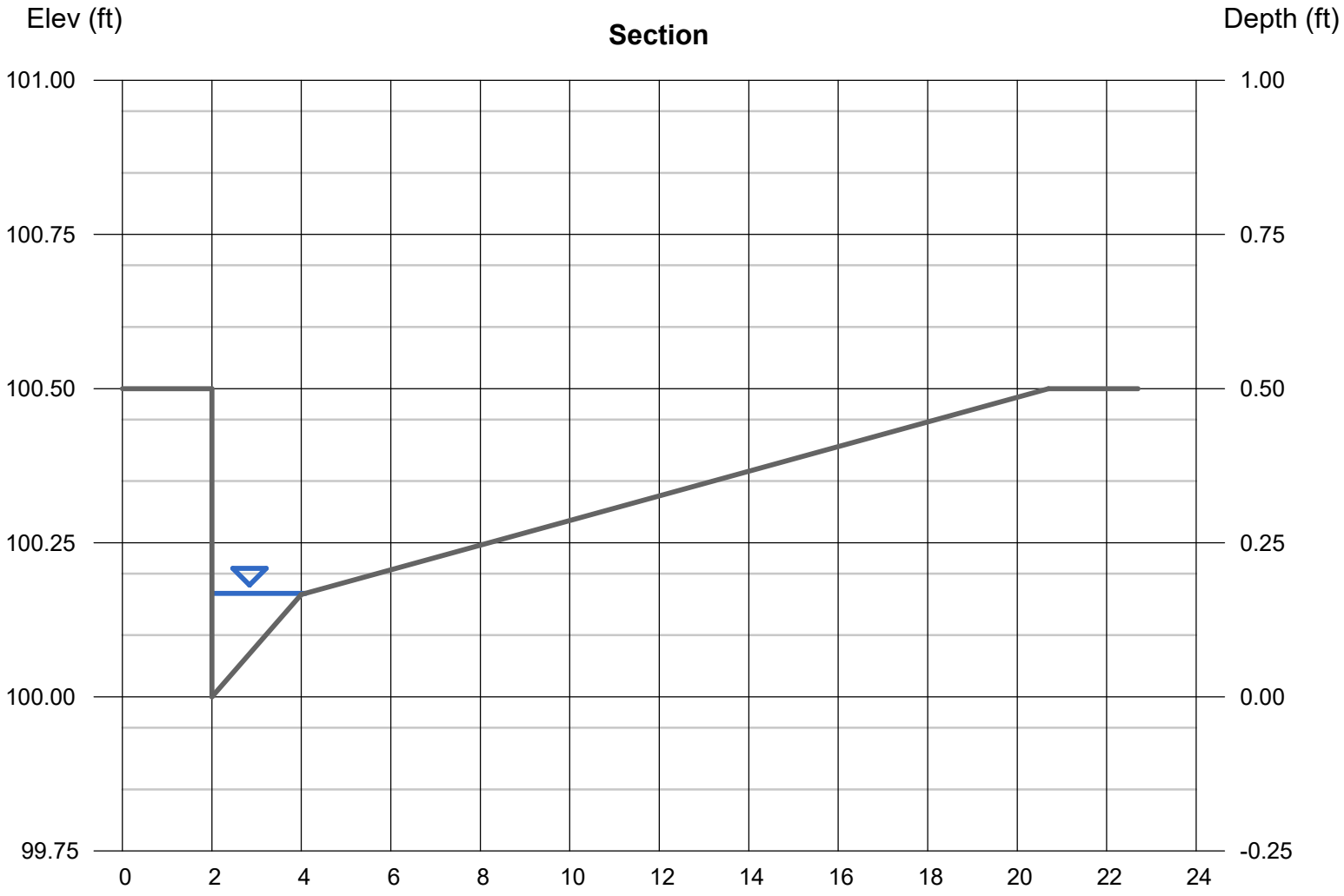
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.50
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.31

Highlighted

Depth (ft)	= 0.17
Q (cfs)	= 0.310
Area (sqft)	= 0.17
Velocity (ft/s)	= 1.82
Wetted Perim (ft)	= 2.27
Crit Depth, Yc (ft)	= 0.19
Spread Width (ft)	= 2.10
EGL (ft)	= 0.22



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

E2 DA Street Capacity 10-YEAR

Gutter

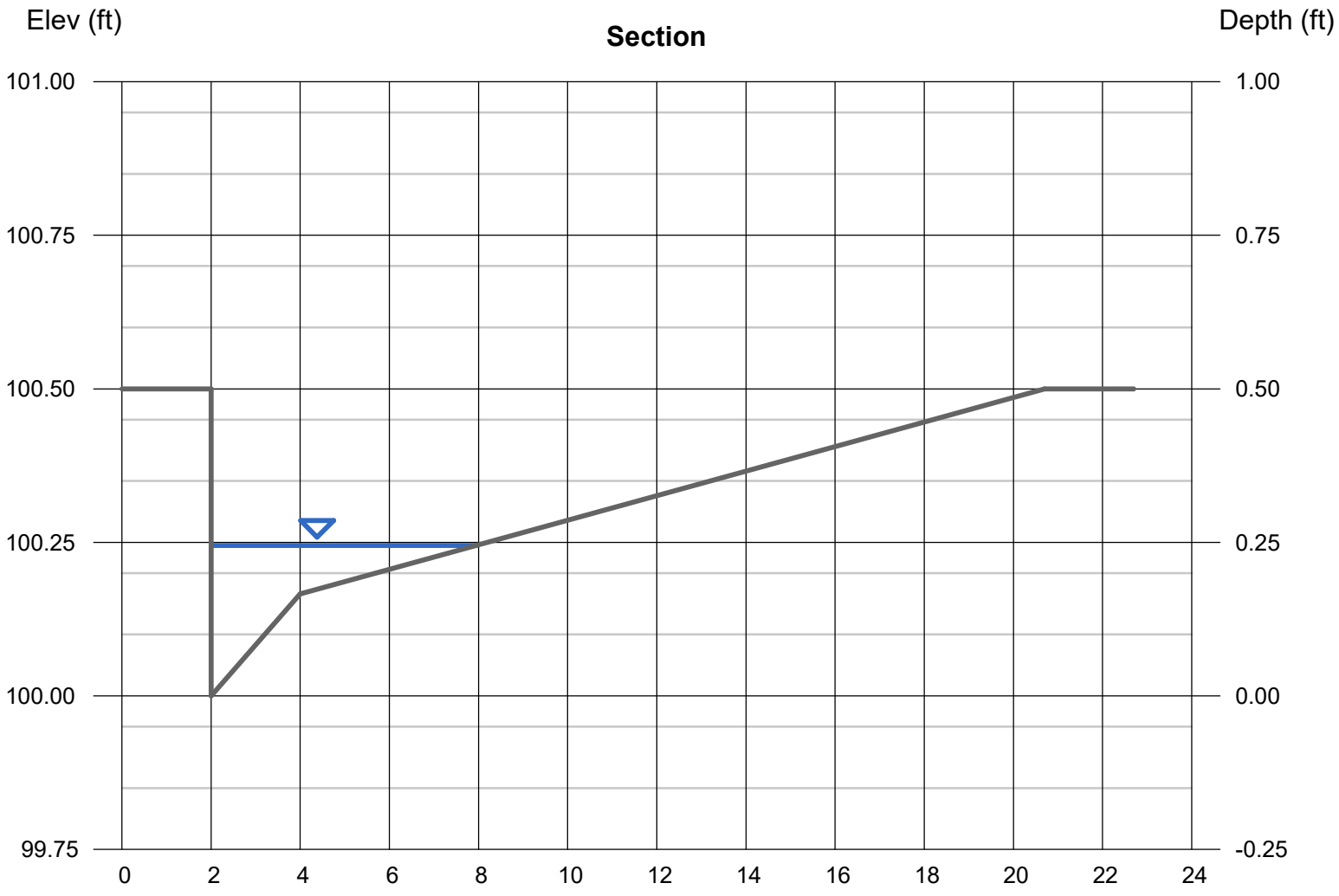
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.20
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.62

Highlighted

Depth (ft)	= 0.25
Q (cfs)	= 0.620
Area (sqft)	= 0.48
Velocity (ft/s)	= 1.29
Wetted Perim (ft)	= 6.20
Crit Depth, Yc (ft)	= 0.23
Spread Width (ft)	= 5.95
EGL (ft)	= 0.27



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

E1 DA Street Capacity 10-YEAR

Gutter

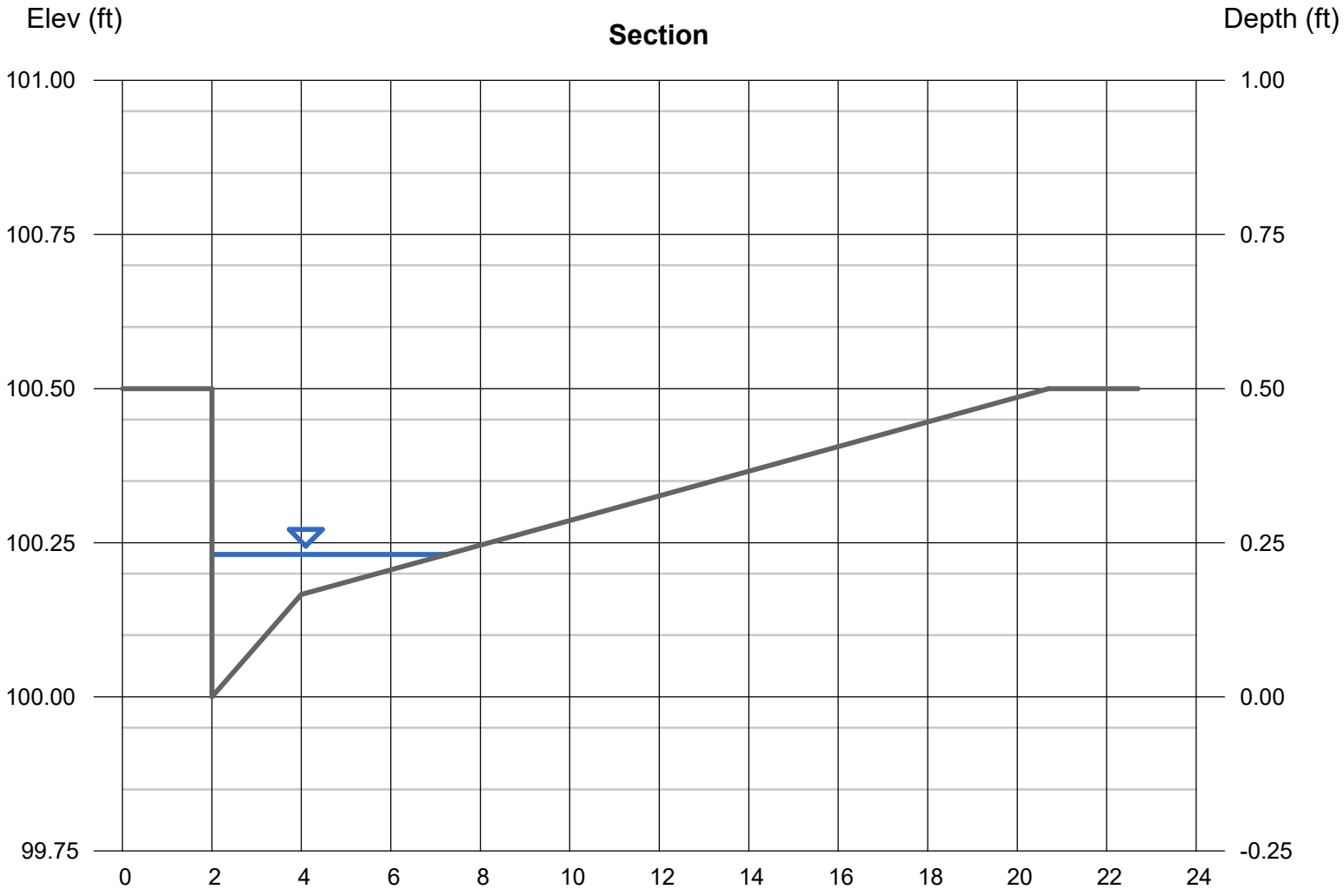
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.30
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.62

Highlighted

Depth (ft)	= 0.23
Q (cfs)	= 0.620
Area (sqft)	= 0.40
Velocity (ft/s)	= 1.54
Wetted Perim (ft)	= 5.49
Crit Depth, Yc (ft)	= 0.23
Spread Width (ft)	= 5.25
EGL (ft)	= 0.27



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

E4 DA Street Capacity 10-YEAR

Gutter

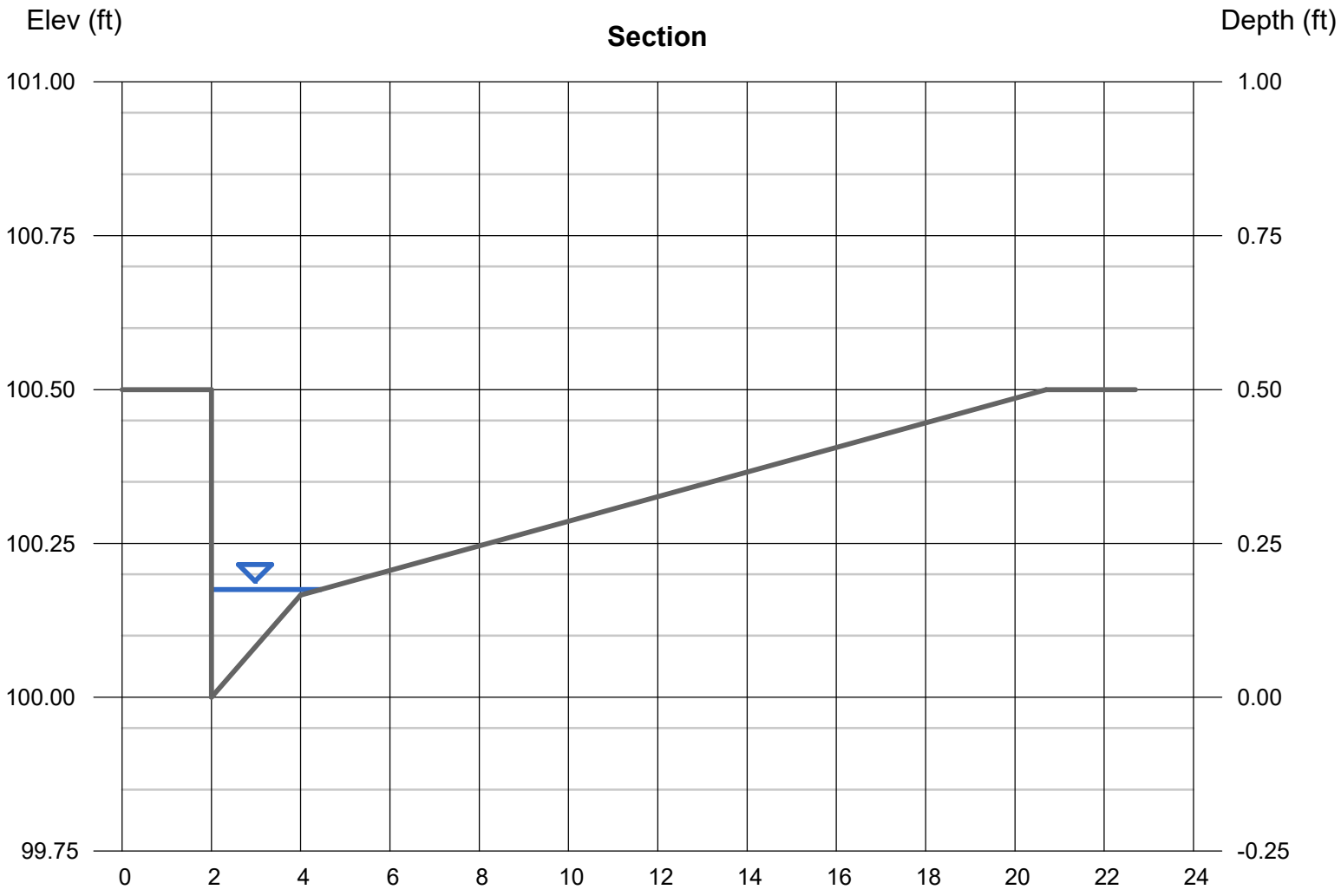
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.40
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.31

Highlighted

Depth (ft)	= 0.18
Q (cfs)	= 0.310
Area (sqft)	= 0.19
Velocity (ft/s)	= 1.67
Wetted Perim (ft)	= 2.63
Crit Depth, Yc (ft)	= 0.19
Spread Width (ft)	= 2.45
EGL (ft)	= 0.22



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

E3 DA Street Capacity 10-YEAR

Gutter

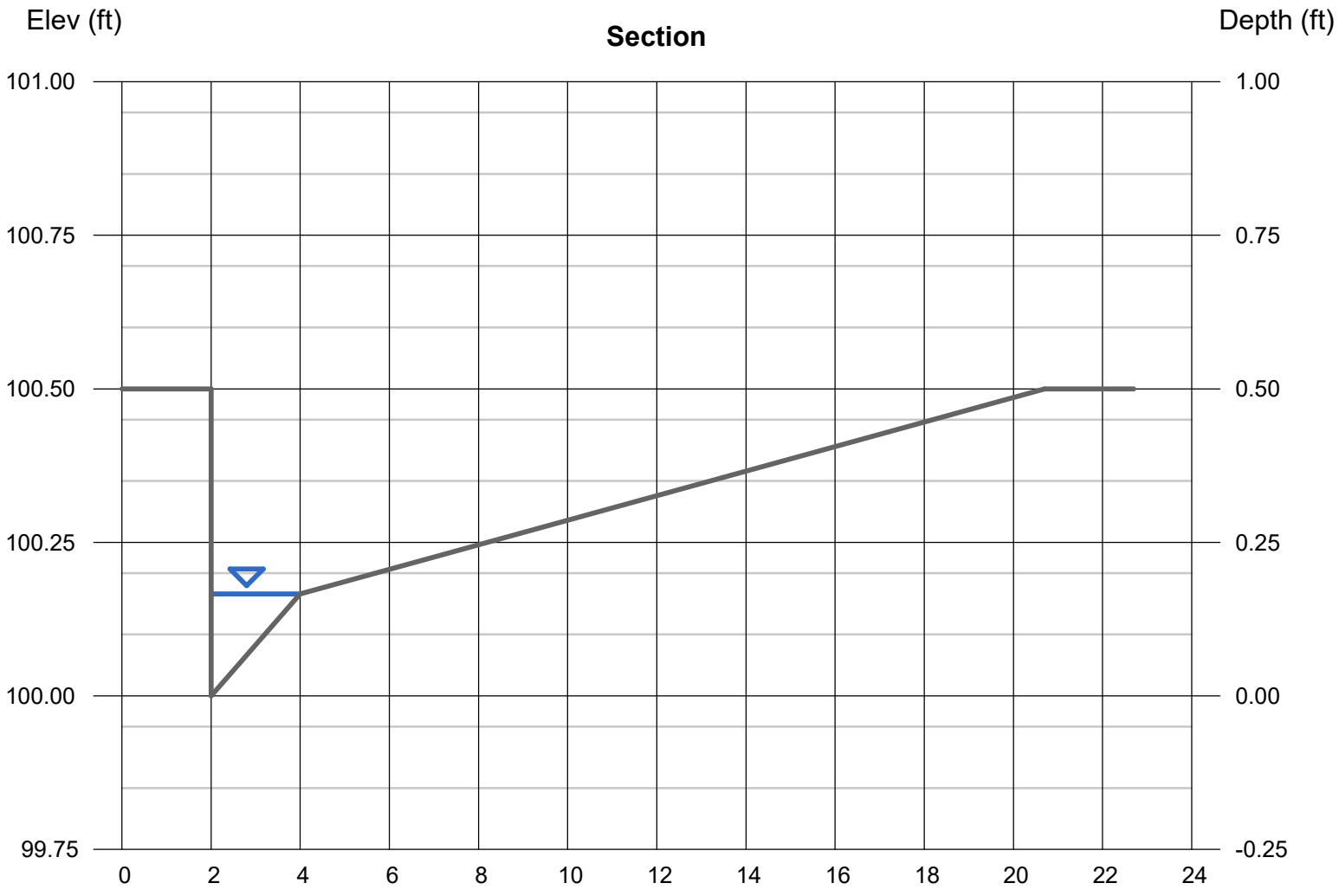
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.50
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.30

Highlighted

Depth (ft)	= 0.17
Q (cfs)	= 0.300
Area (sqft)	= 0.17
Velocity (ft/s)	= 1.81
Wetted Perim (ft)	= 2.17
Crit Depth, Yc (ft)	= 0.18
Spread Width (ft)	= 2.00
EGL (ft)	= 0.22



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

C2 DA Street Capacity 10-YEAR

Gutter

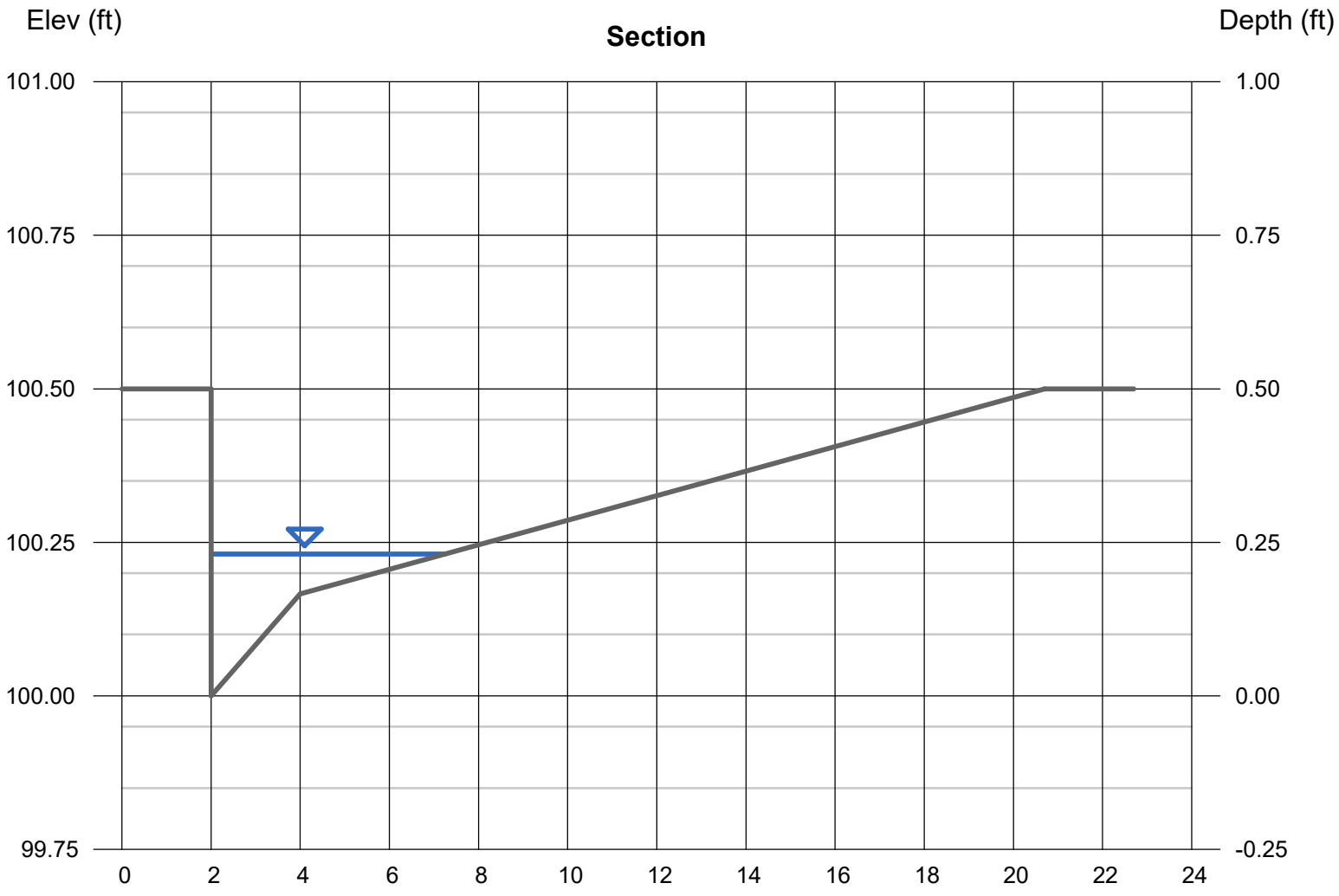
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.50
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.81

Highlighted

Depth (ft)	= 0.23
Q (cfs)	= 0.810
Area (sqft)	= 0.40
Velocity (ft/s)	= 2.02
Wetted Perim (ft)	= 5.49
Crit Depth, Yc (ft)	= 0.25
Spread Width (ft)	= 5.25
EGL (ft)	= 0.29



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

C1 DA Street Capacity 10-YEAR

Gutter

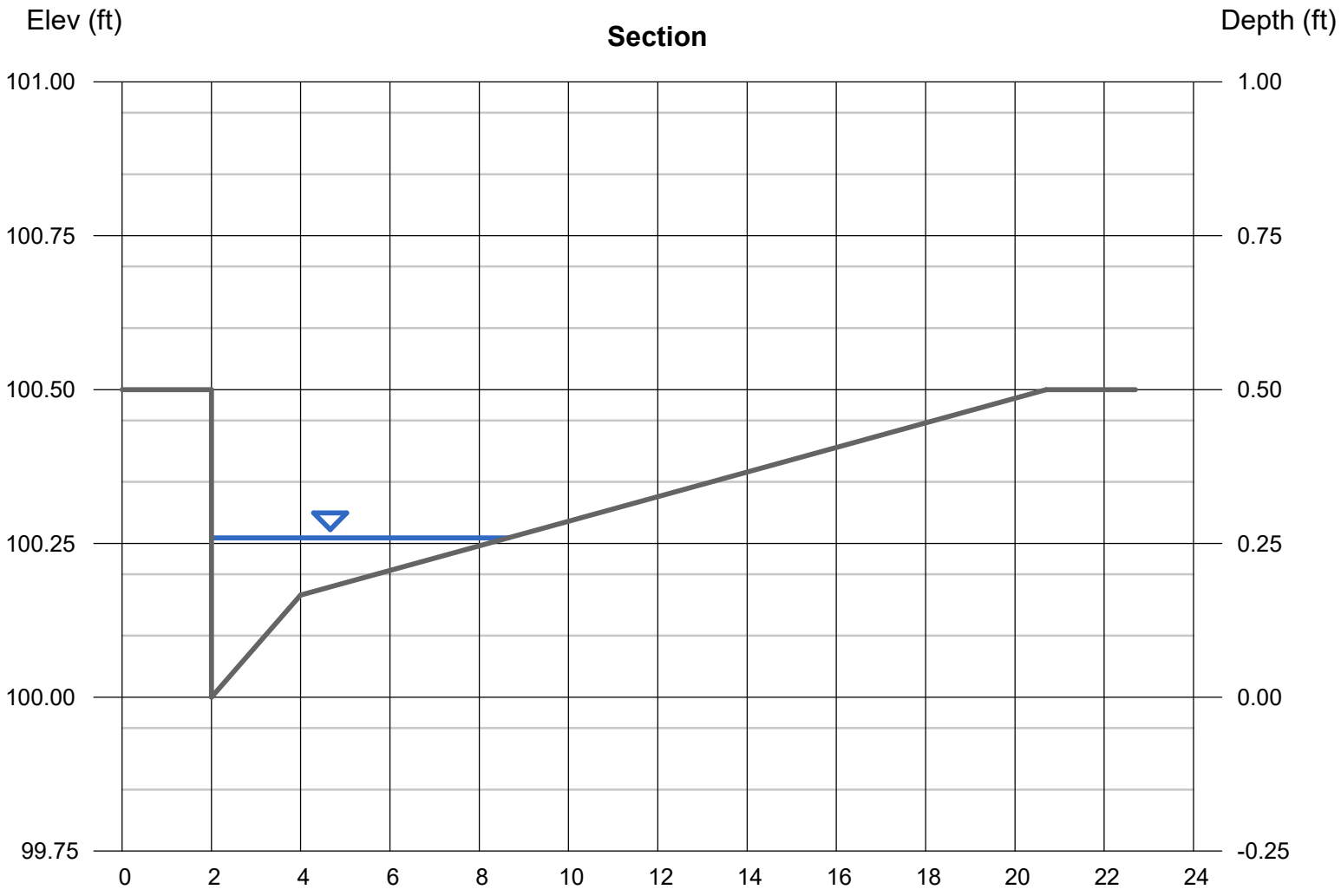
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.20
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.75

Highlighted

Depth (ft)	= 0.26
Q (cfs)	= 0.750
Area (sqft)	= 0.57
Velocity (ft/s)	= 1.32
Wetted Perim (ft)	= 6.92
Crit Depth, Yc (ft)	= 0.25
Spread Width (ft)	= 6.65
EGL (ft)	= 0.29



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

C4 DA Street Capacity 10-YEAR

Gutter

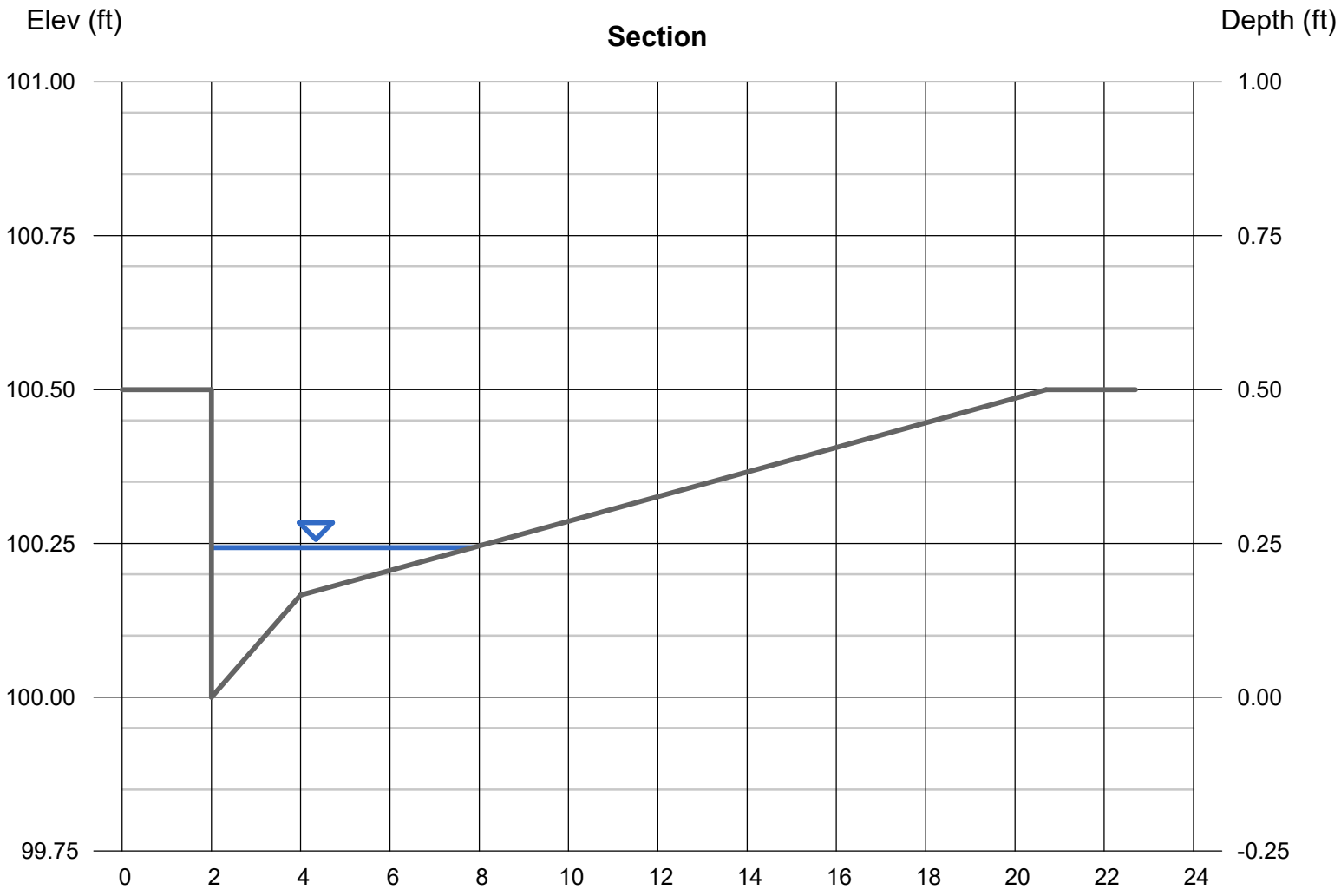
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.40
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.85

Highlighted

Depth (ft)	= 0.24
Q (cfs)	= 0.850
Area (sqft)	= 0.47
Velocity (ft/s)	= 1.82
Wetted Perim (ft)	= 6.10
Crit Depth, Yc (ft)	= 0.26
Spread Width (ft)	= 5.85
EGL (ft)	= 0.29



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

C3 DA Street Capacity 10-YEAR

Gutter

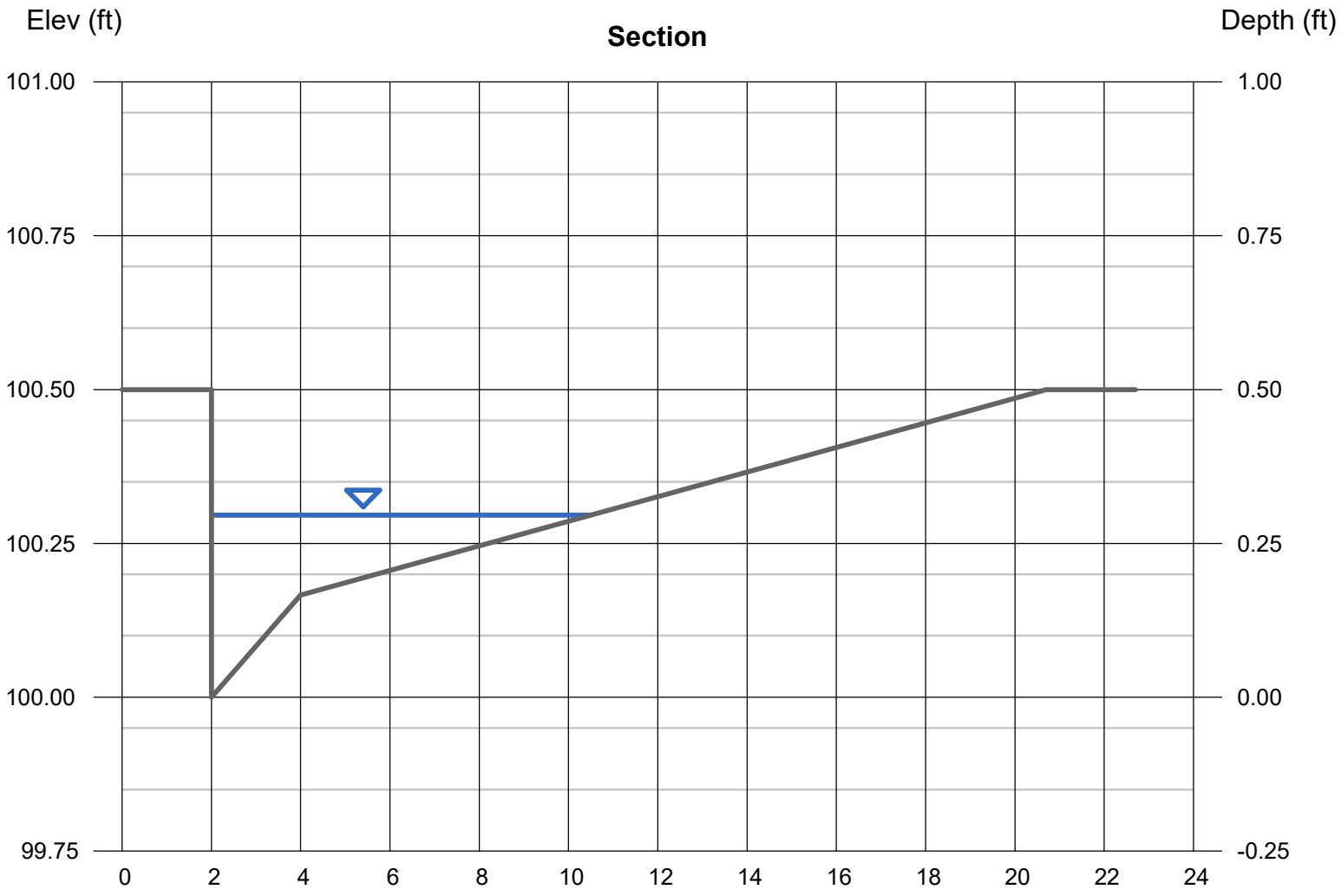
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.10
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.85

Highlighted

Depth (ft)	= 0.30
Q (cfs)	= 0.850
Area (sqft)	= 0.85
Velocity (ft/s)	= 1.00
Wetted Perim (ft)	= 8.80
Crit Depth, Yc (ft)	= 0.26
Spread Width (ft)	= 8.50
EGL (ft)	= 0.31



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

A9 DA Street Capacity 10-YEAR

Gutter

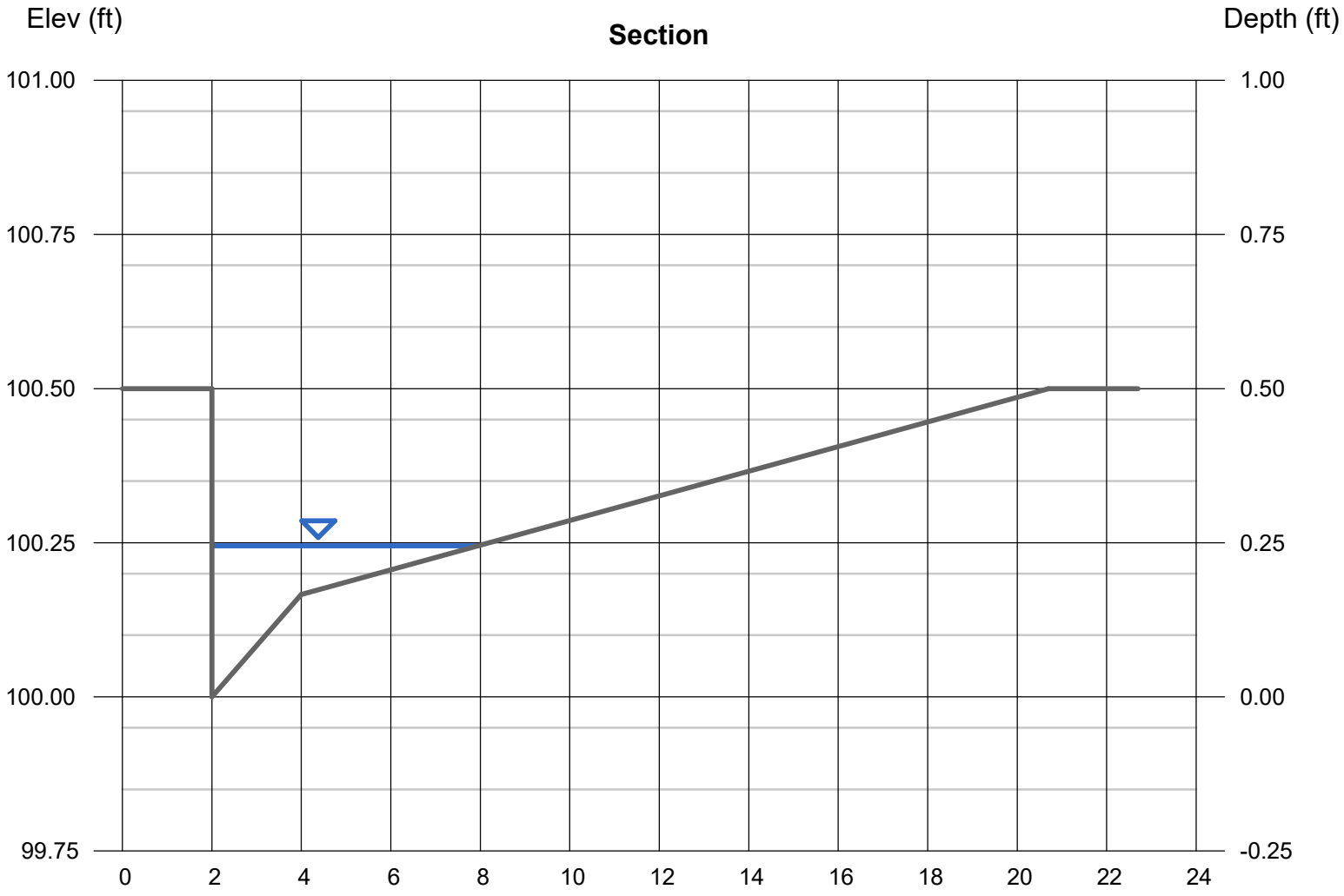
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.10
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.44

Highlighted

Depth (ft)	= 0.25
Q (cfs)	= 0.440
Area (sqft)	= 0.48
Velocity (ft/s)	= 0.92
Wetted Perim (ft)	= 6.20
Crit Depth, Yc (ft)	= 0.21
Spread Width (ft)	= 5.95
EGL (ft)	= 0.26



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

A10 DA Street Capacity 10-YEAR

Gutter

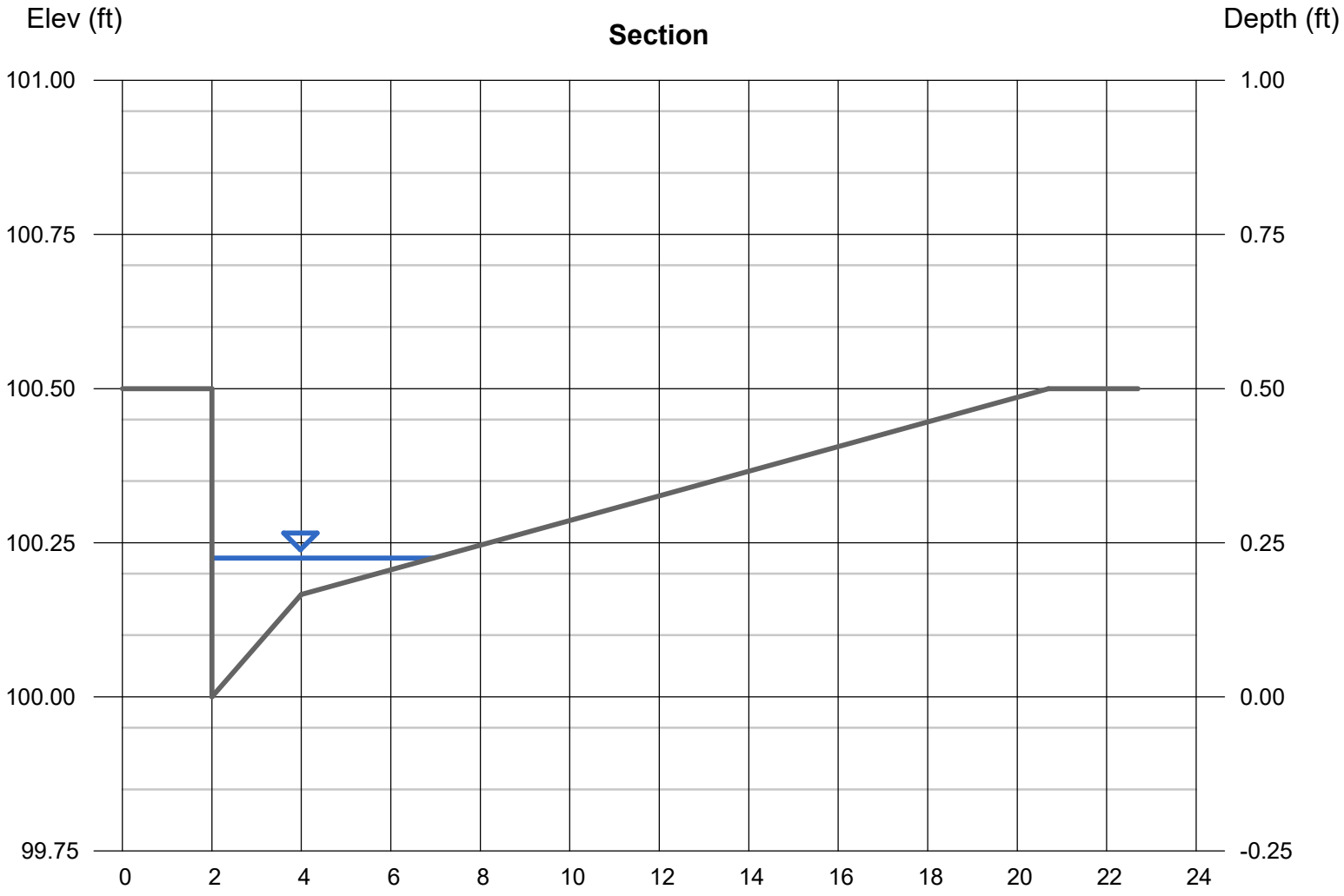
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.10
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.33

Highlighted

Depth (ft)	= 0.23
Q (cfs)	= 0.330
Area (sqft)	= 0.37
Velocity (ft/s)	= 0.89
Wetted Perim (ft)	= 5.18
Crit Depth, Yc (ft)	= 0.19
Spread Width (ft)	= 4.95
EGL (ft)	= 0.24



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

A7 DA Street Capacity 10-YEAR

Gutter

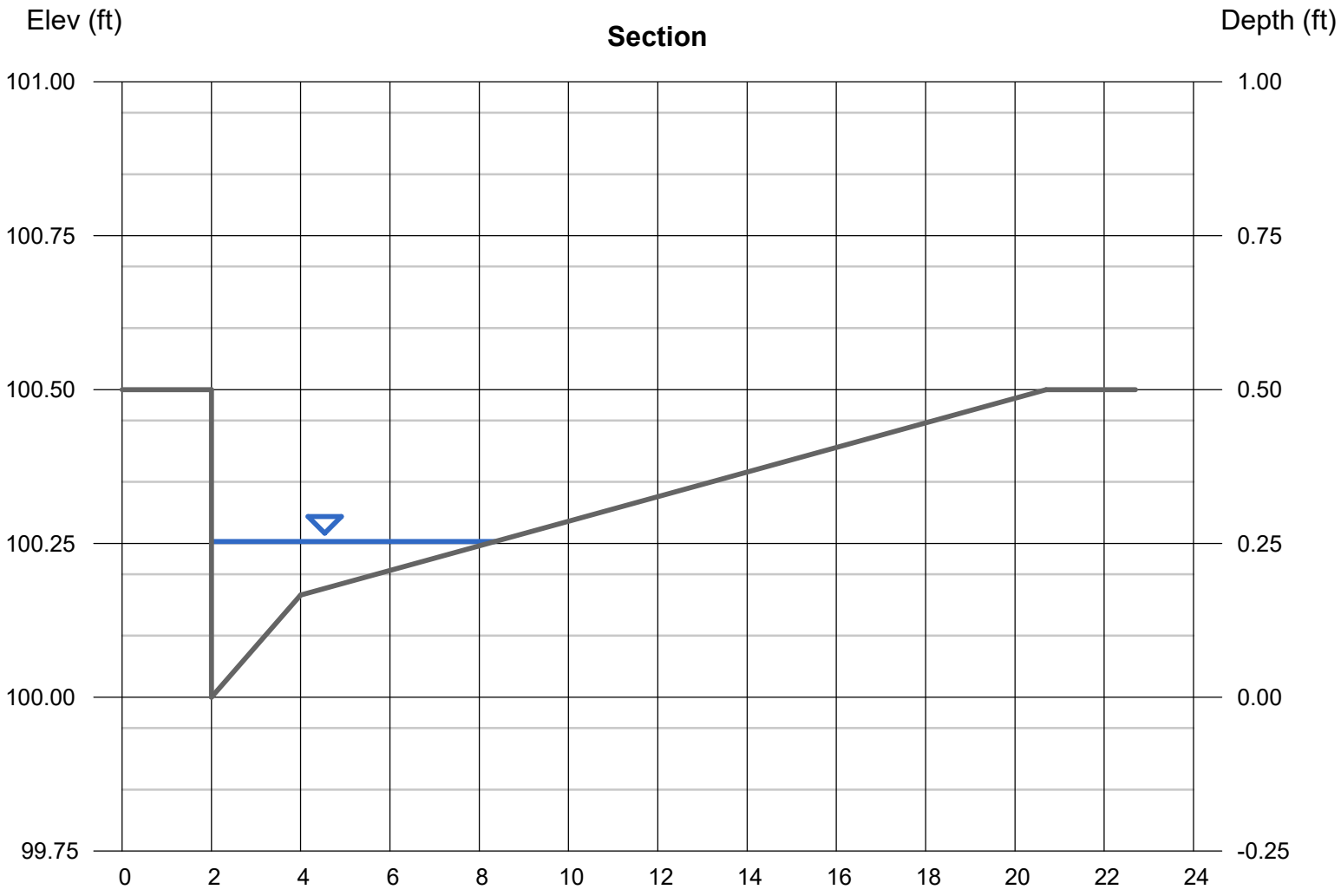
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.30
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.85

Highlighted

Depth (ft)	= 0.25
Q (cfs)	= 0.850
Area (sqft)	= 0.53
Velocity (ft/s)	= 1.61
Wetted Perim (ft)	= 6.61
Crit Depth, Yc (ft)	= 0.26
Spread Width (ft)	= 6.35
EGL (ft)	= 0.29



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

A8 DA Street Capacity 10-YEAR

Gutter

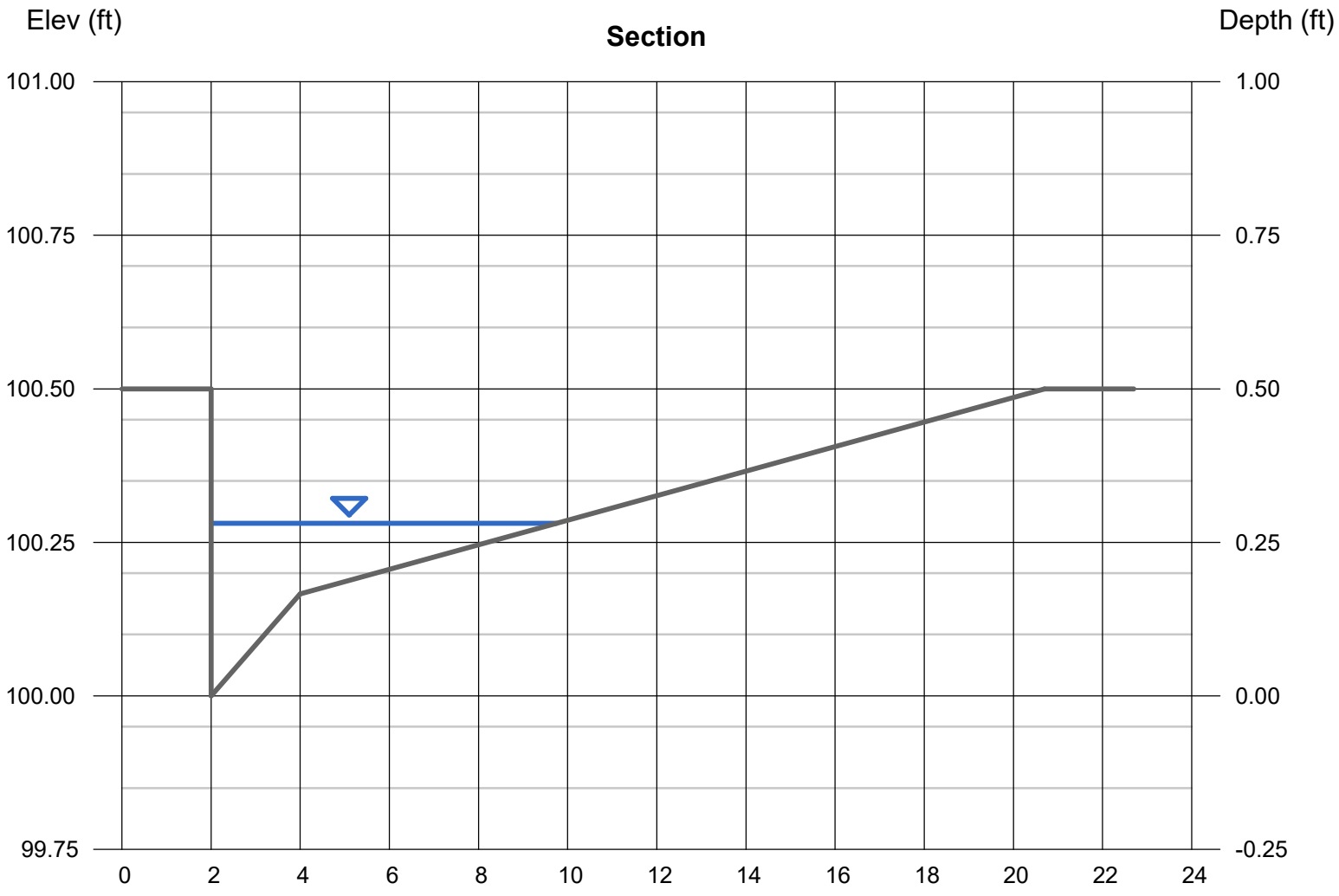
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.40
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 1.42

Highlighted

Depth (ft)	= 0.28
Q (cfs)	= 1.420
Area (sqft)	= 0.73
Velocity (ft/s)	= 1.95
Wetted Perim (ft)	= 8.04
Crit Depth, Yc (ft)	= 0.30
Spread Width (ft)	= 7.75
EGL (ft)	= 0.34



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

A11 DA Street Capacity 10-YEAR

Gutter

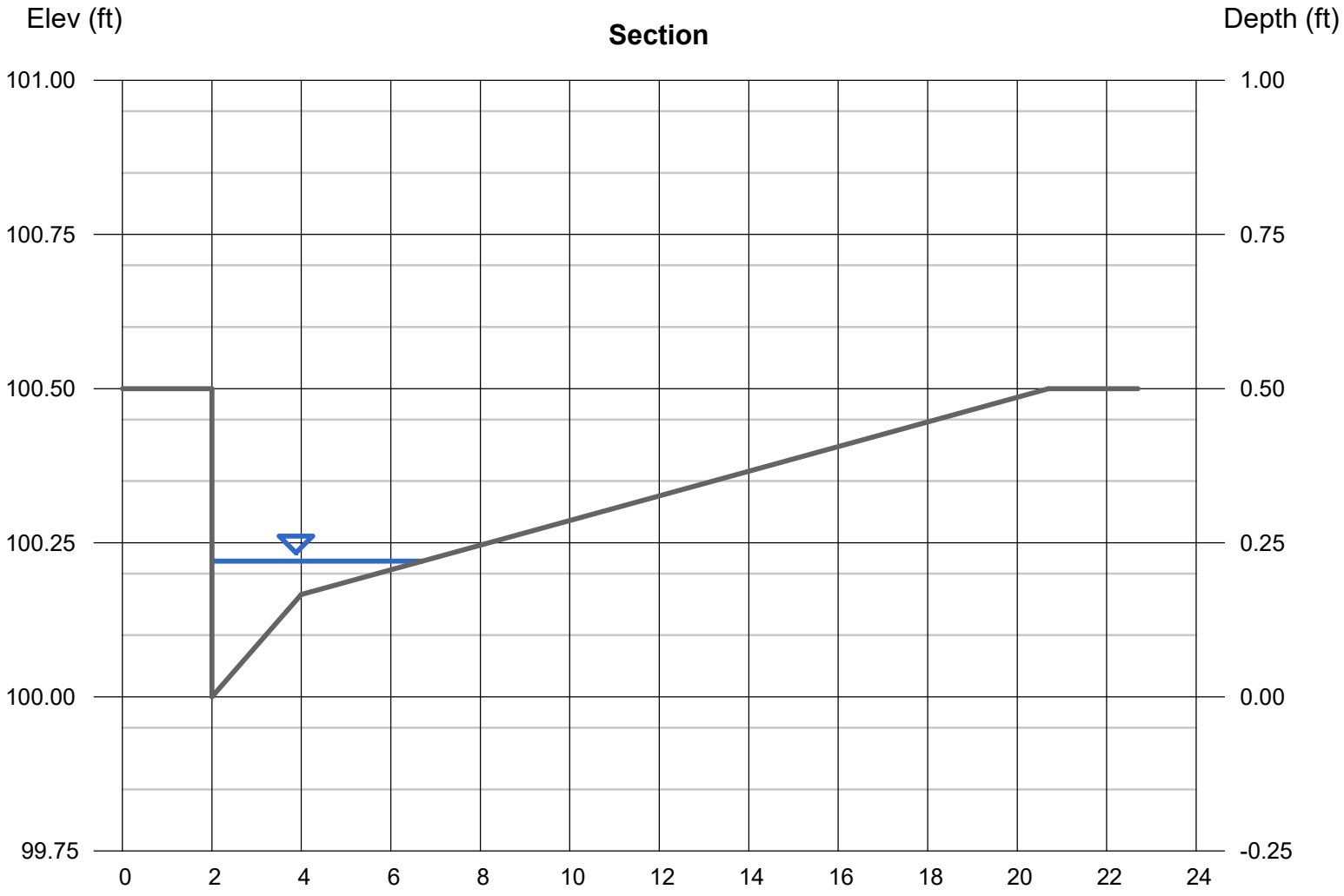
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.90
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.92

Highlighted

Depth (ft)	= 0.22
Q (cfs)	= 0.920
Area (sqft)	= 0.35
Velocity (ft/s)	= 2.65
Wetted Perim (ft)	= 4.93
Crit Depth, Yc (ft)	= 0.26
Spread Width (ft)	= 4.70
EGL (ft)	= 0.33



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

B5 DA Street Capacity 10-YEAR

Gutter

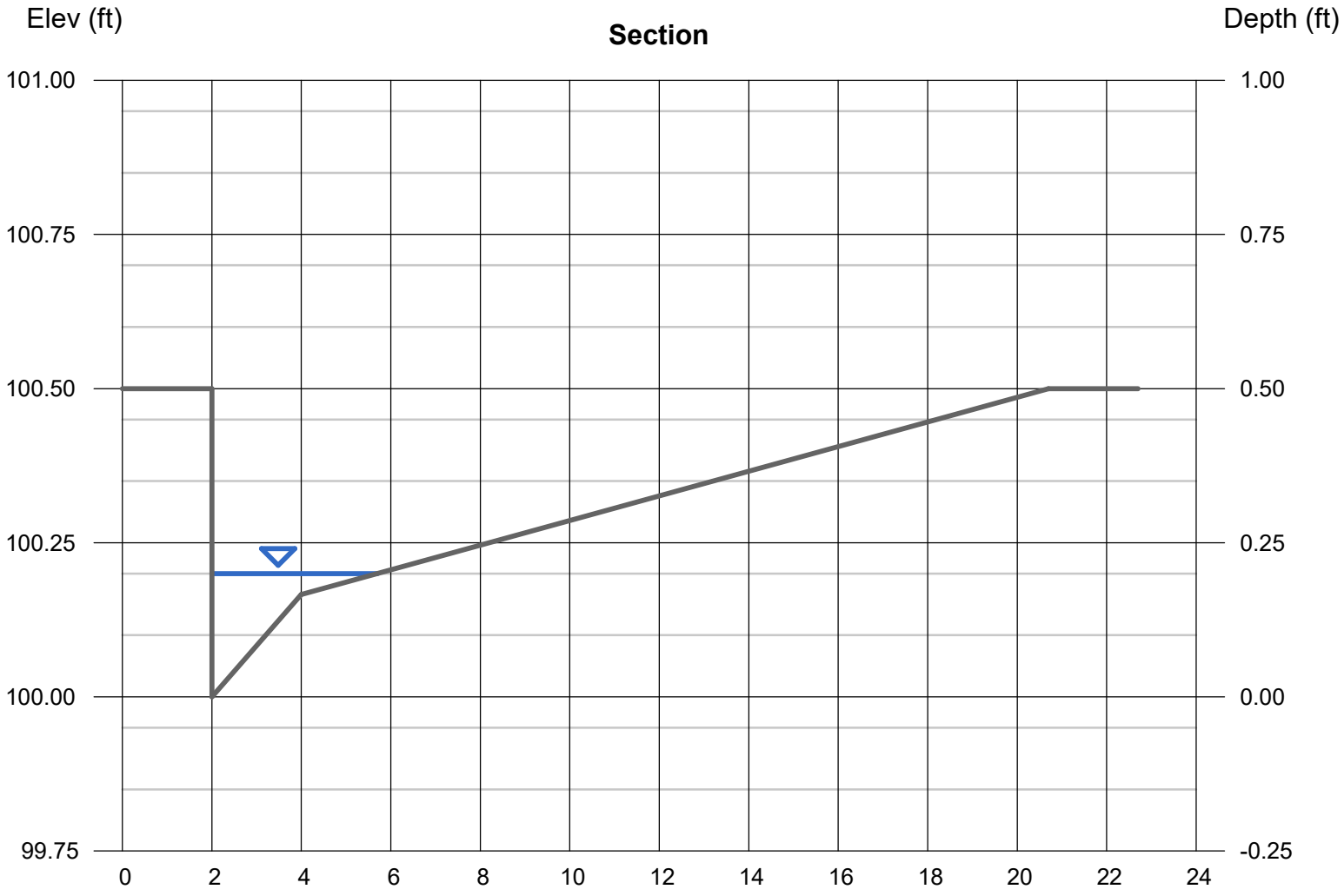
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 1.00
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.72

Highlighted

Depth (ft)	= 0.20
Q (cfs)	= 0.720
Area (sqft)	= 0.26
Velocity (ft/s)	= 2.74
Wetted Perim (ft)	= 3.91
Crit Depth, Yc (ft)	= 0.25
Spread Width (ft)	= 3.70
EGL (ft)	= 0.32



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

B6 DA Street Capacity 10-YEAR

Gutter

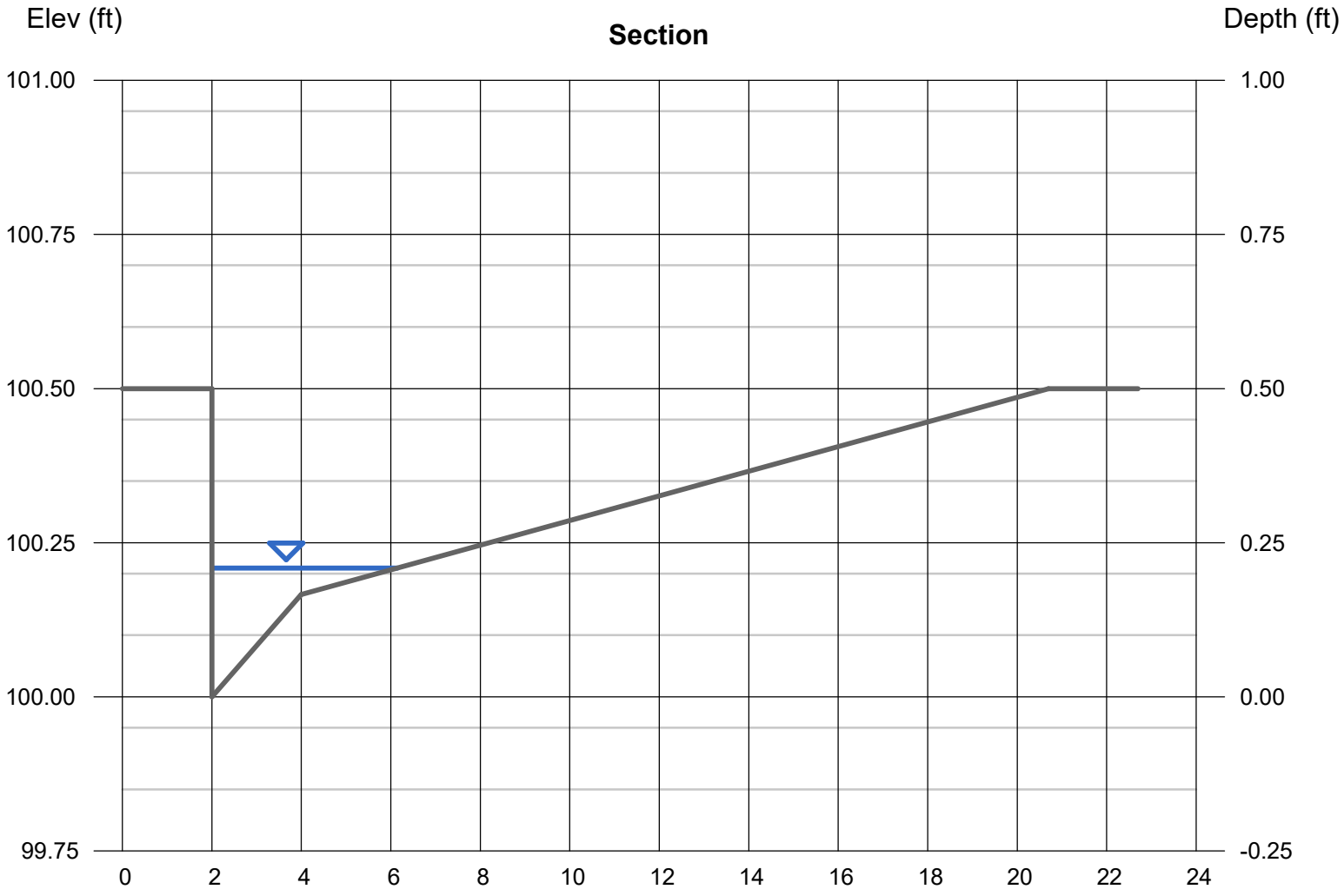
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 1.00
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.83

Highlighted

Depth (ft)	= 0.21
Q (cfs)	= 0.830
Area (sqft)	= 0.30
Velocity (ft/s)	= 2.78
Wetted Perim (ft)	= 4.37
Crit Depth, Yc (ft)	= 0.25
Spread Width (ft)	= 4.15
EGL (ft)	= 0.33



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

D2 DA Street Capacity 10-YEAR

Gutter

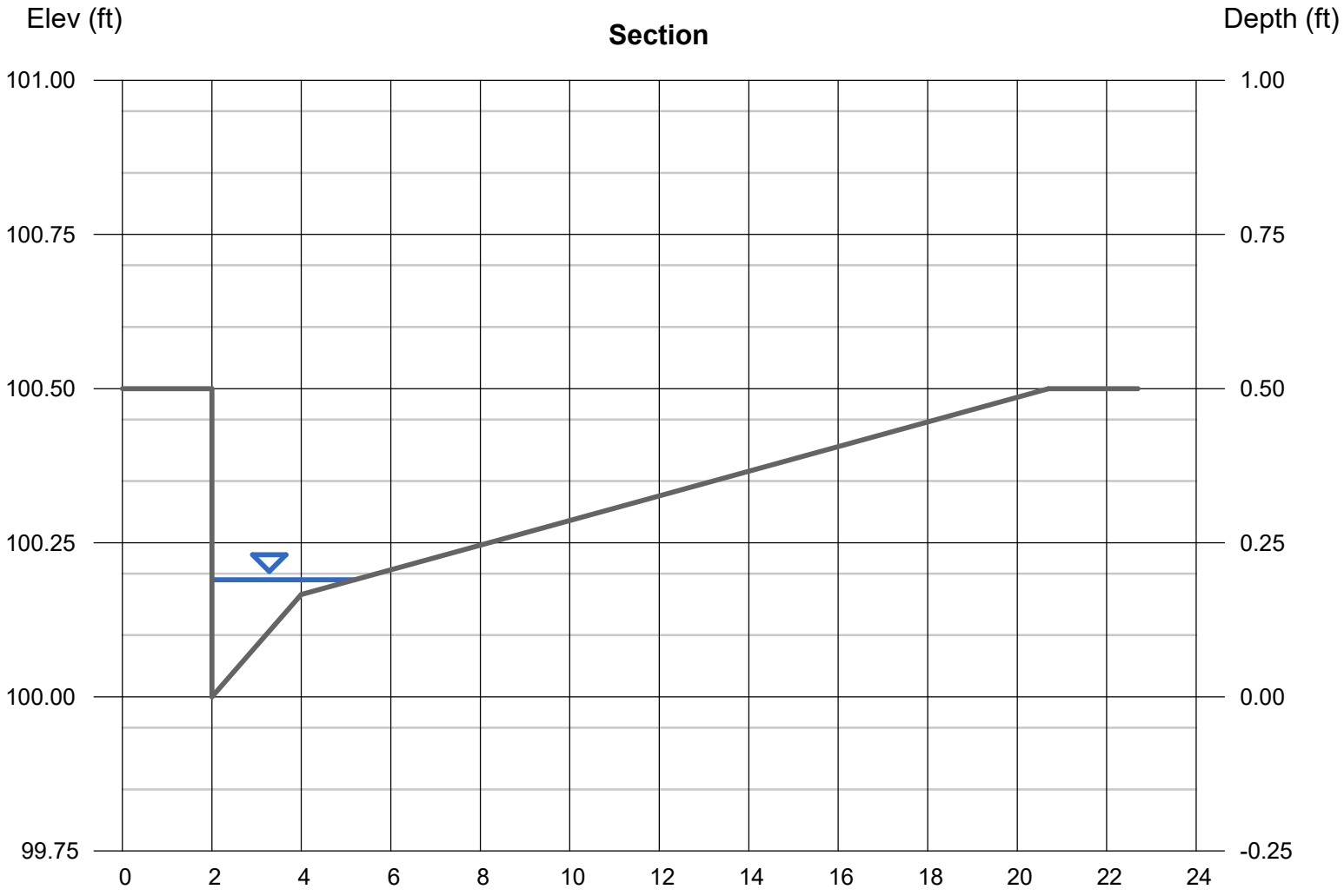
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.50
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.44

Highlighted

Depth (ft)	= 0.19
Q (cfs)	= 0.440
Area (sqft)	= 0.23
Velocity (ft/s)	= 1.93
Wetted Perim (ft)	= 3.40
Crit Depth, Yc (ft)	= 0.21
Spread Width (ft)	= 3.20
EGL (ft)	= 0.25



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

D1 DA Street Capacity 10-YEAR

Gutter

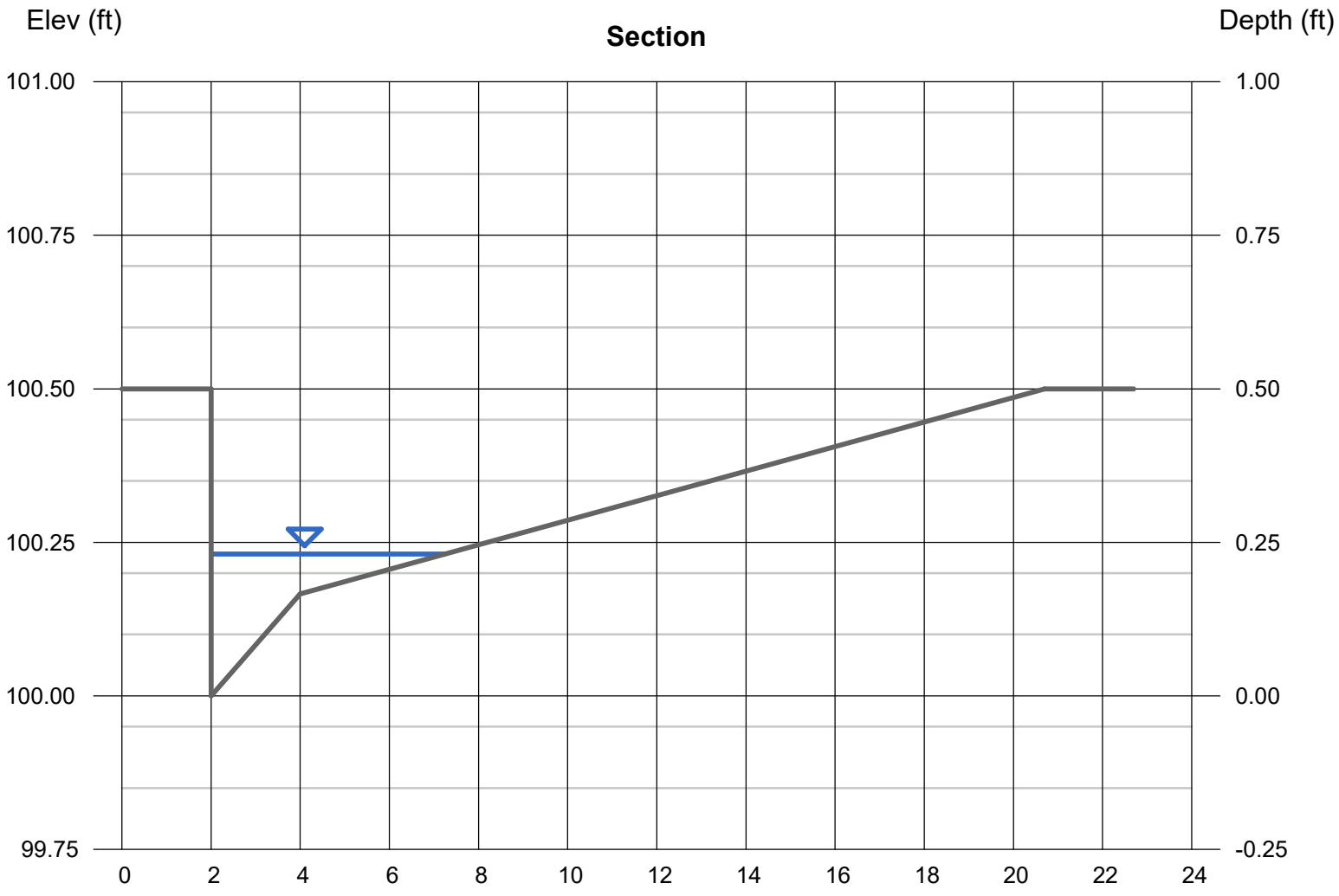
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.10
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.36

Highlighted

Depth (ft)	= 0.23
Q (cfs)	= 0.360
Area (sqft)	= 0.40
Velocity (ft/s)	= 0.90
Wetted Perim (ft)	= 5.49
Crit Depth, Yc (ft)	= 0.20
Spread Width (ft)	= 5.25
EGL (ft)	= 0.24



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

B3 DA Street Capacity 10-YEAR

Gutter

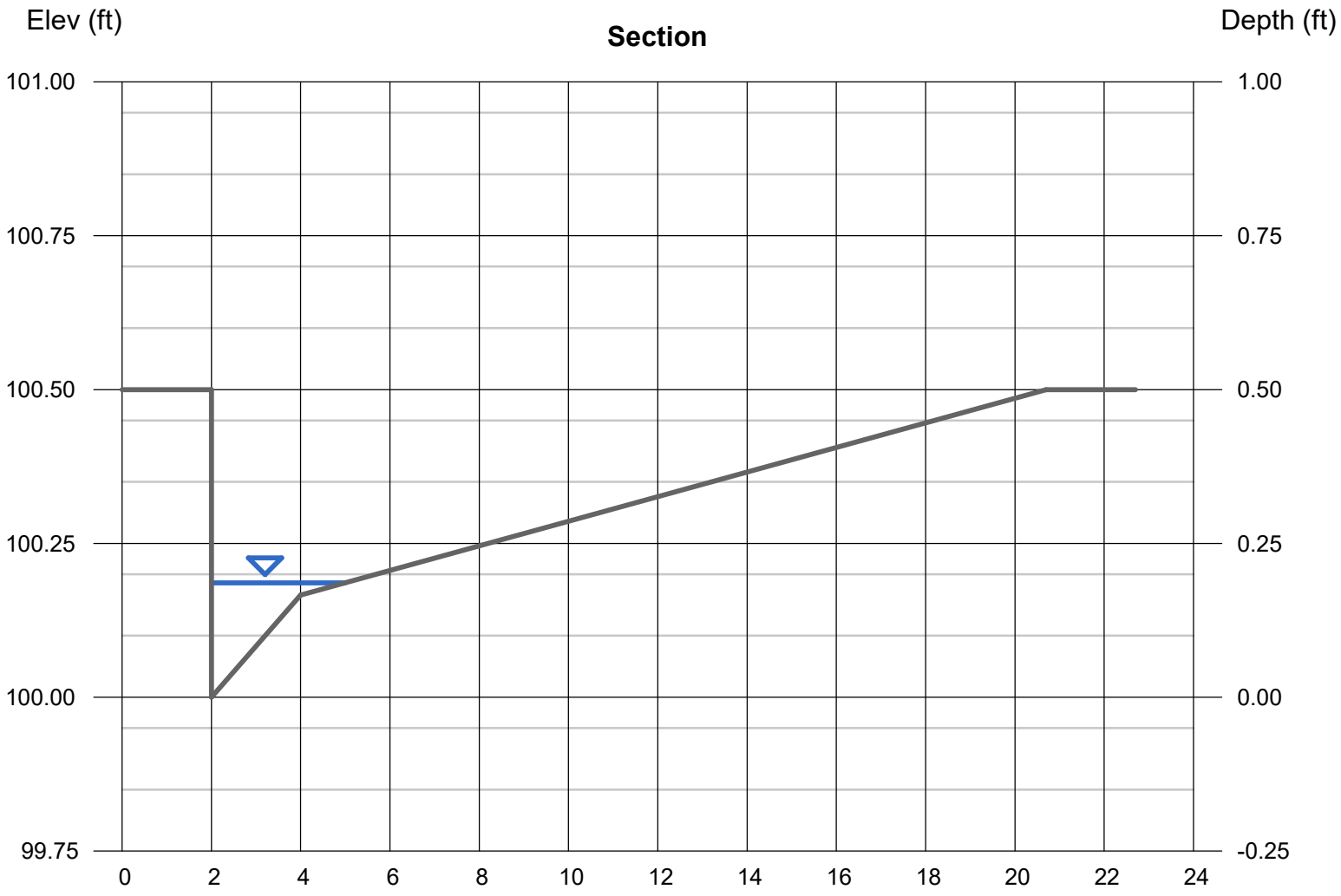
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 1.00
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.58

Highlighted

Depth (ft)	= 0.19
Q (cfs)	= 0.580
Area (sqft)	= 0.22
Velocity (ft/s)	= 2.69
Wetted Perim (ft)	= 3.19
Crit Depth, Yc (ft)	= 0.23
Spread Width (ft)	= 3.00
EGL (ft)	= 0.30



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

B4 DA Street Capacity 10-YEAR

Gutter

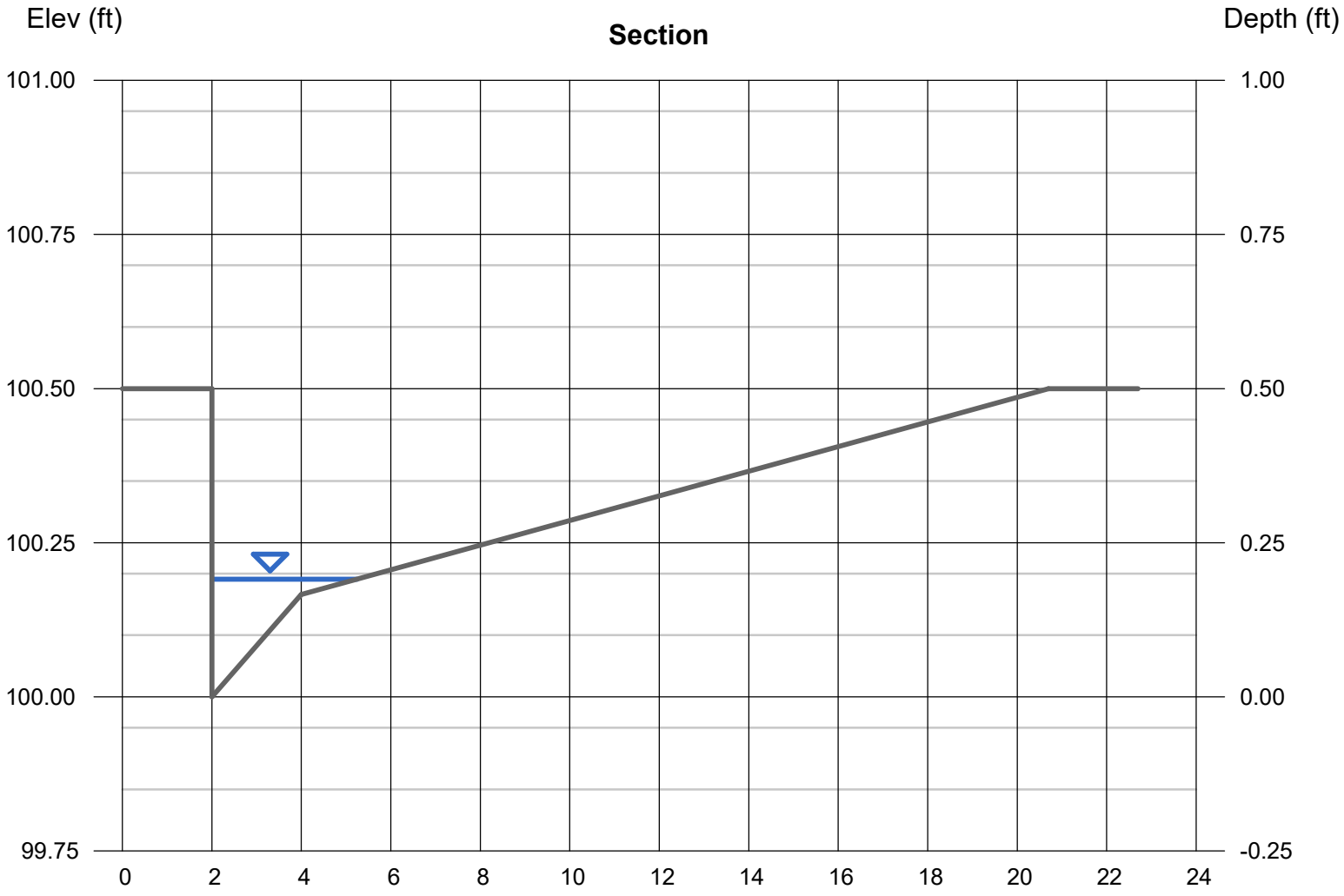
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 1.00
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.63

Highlighted

Depth (ft)	= 0.19
Q (cfs)	= 0.630
Area (sqft)	= 0.23
Velocity (ft/s)	= 2.72
Wetted Perim (ft)	= 3.45
Crit Depth, Yc (ft)	= 0.24
Spread Width (ft)	= 3.25
EGL (ft)	= 0.31



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

B2 DA Street Capacity 10-YEAR

Gutter

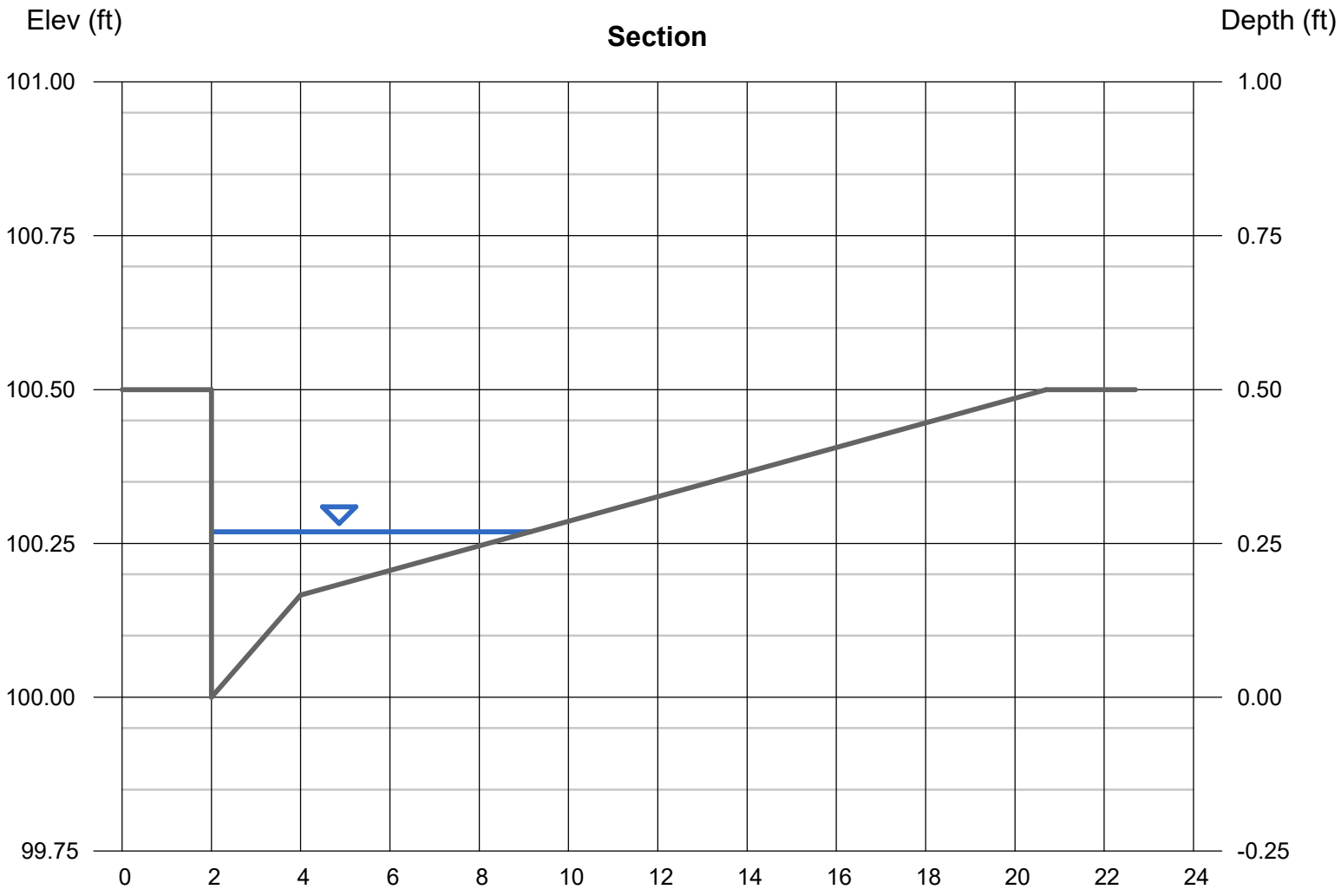
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.10
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.61

Highlighted

Depth (ft)	= 0.27
Q (cfs)	= 0.610
Area (sqft)	= 0.64
Velocity (ft/s)	= 0.96
Wetted Perim (ft)	= 7.43
Crit Depth, Yc (ft)	= 0.23
Spread Width (ft)	= 7.15
EGL (ft)	= 0.28



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

B1 DA Street Capacity 10-YEAR

Gutter

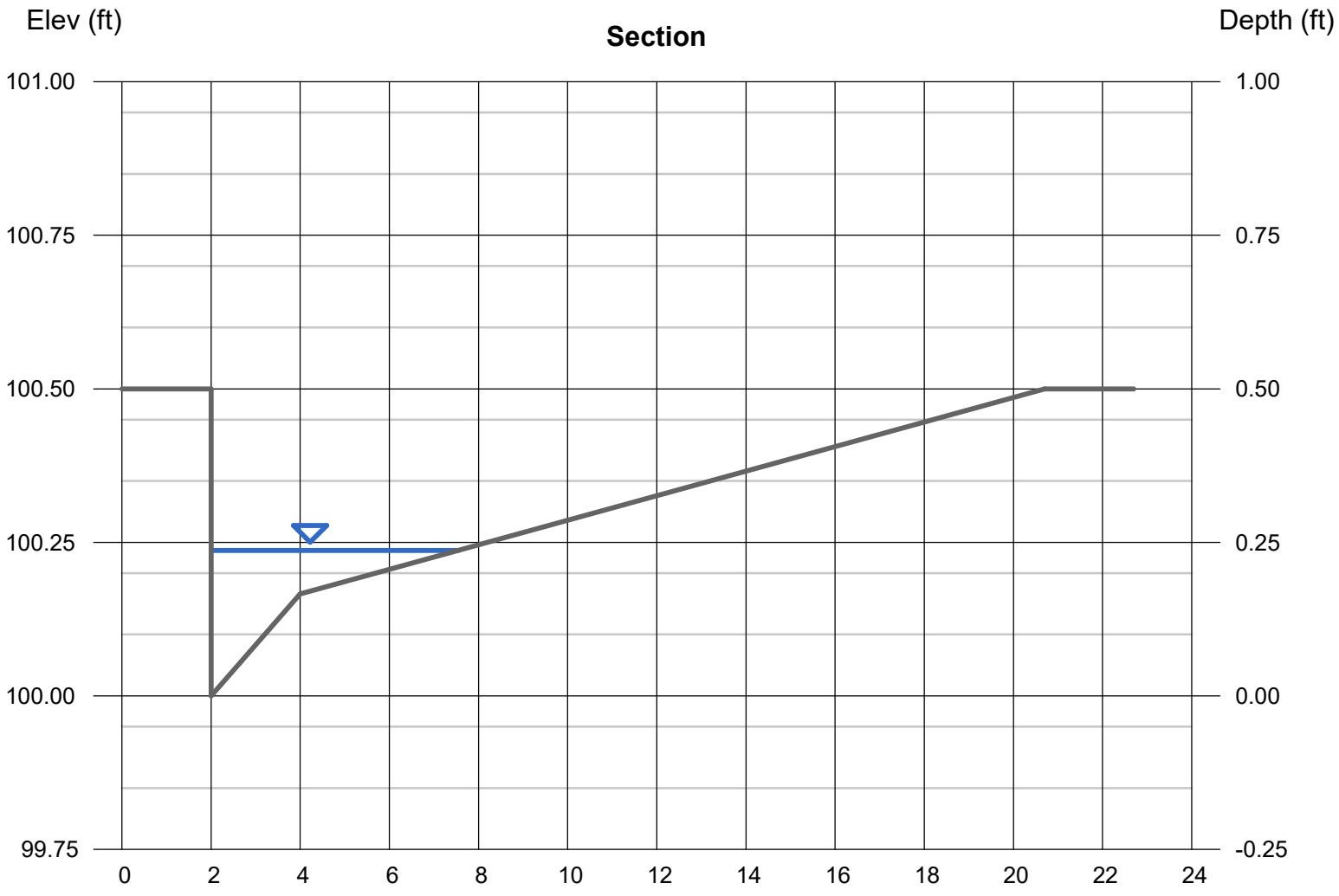
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.30
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.68

Highlighted

Depth (ft)	= 0.24
Q (cfs)	= 0.680
Area (sqft)	= 0.43
Velocity (ft/s)	= 1.57
Wetted Perim (ft)	= 5.79
Crit Depth, Yc (ft)	= 0.24
Spread Width (ft)	= 5.55
EGL (ft)	= 0.28



Channel Report

A6 DA Street Capacity 10-YEAR

Gutter

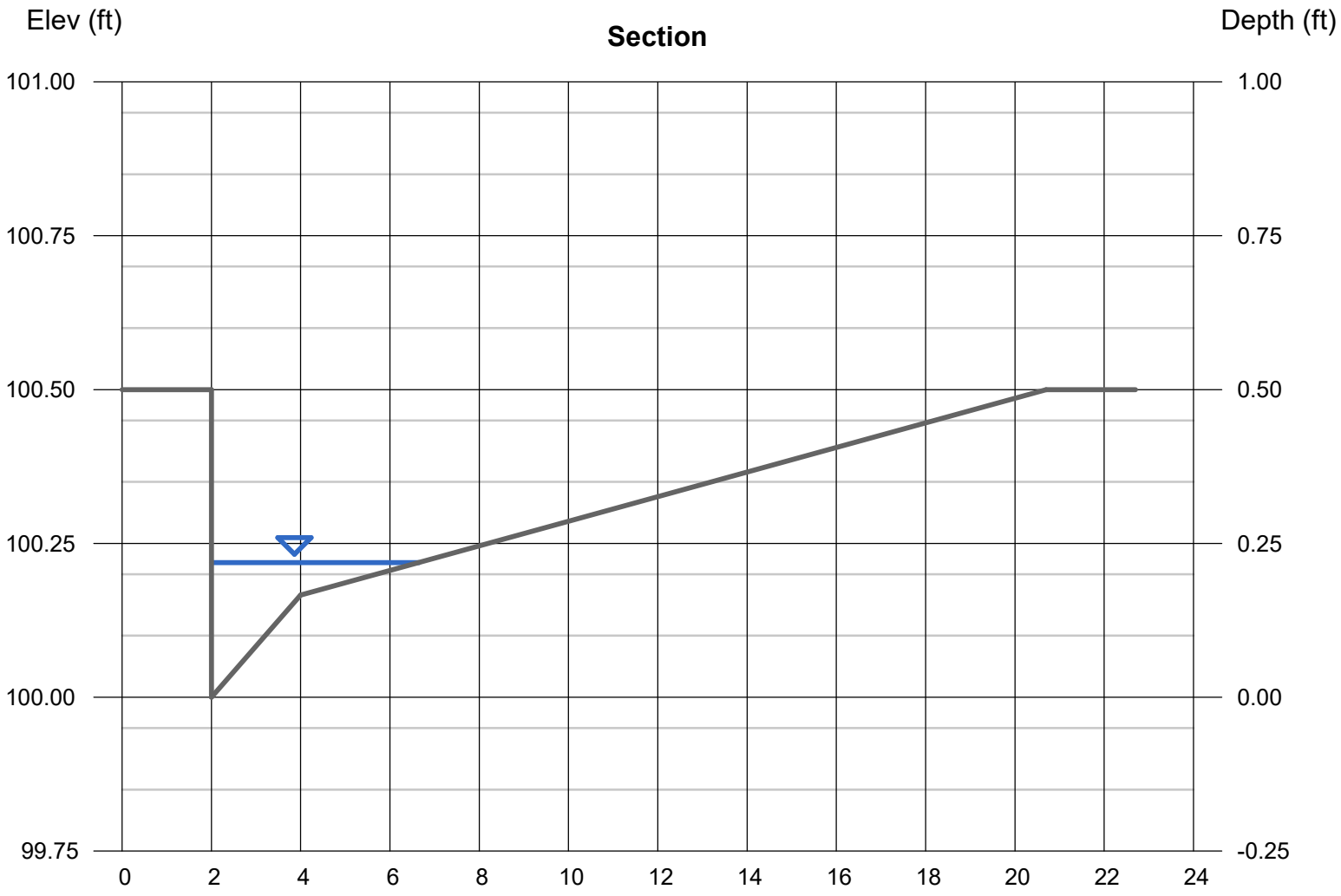
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.80
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.86

Highlighted

Depth (ft)	= 0.22
Q (cfs)	= 0.860
Area (sqft)	= 0.34
Velocity (ft/s)	= 2.51
Wetted Perim (ft)	= 4.88
Crit Depth, Yc (ft)	= 0.26
Spread Width (ft)	= 4.65
EGL (ft)	= 0.32



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

A5 DA Street Capacity 10-YEAR

Gutter

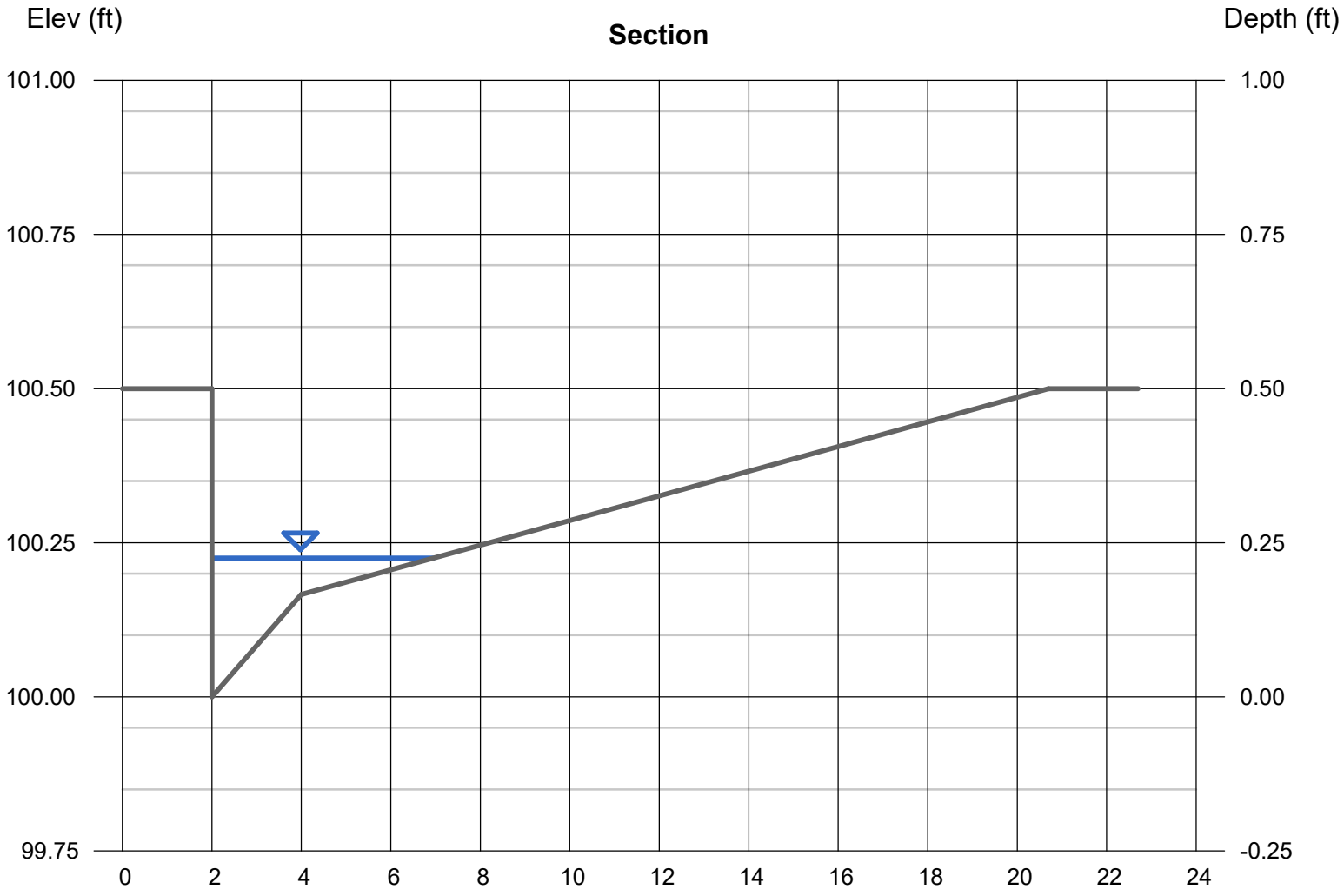
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.80
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.93

Highlighted

Depth (ft)	= 0.23
Q (cfs)	= 0.930
Area (sqft)	= 0.37
Velocity (ft/s)	= 2.51
Wetted Perim (ft)	= 5.18
Crit Depth, Yc (ft)	= 0.26
Spread Width (ft)	= 4.95
EGL (ft)	= 0.32



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

A3 DA Street Capacity 10-YEAR

Gutter

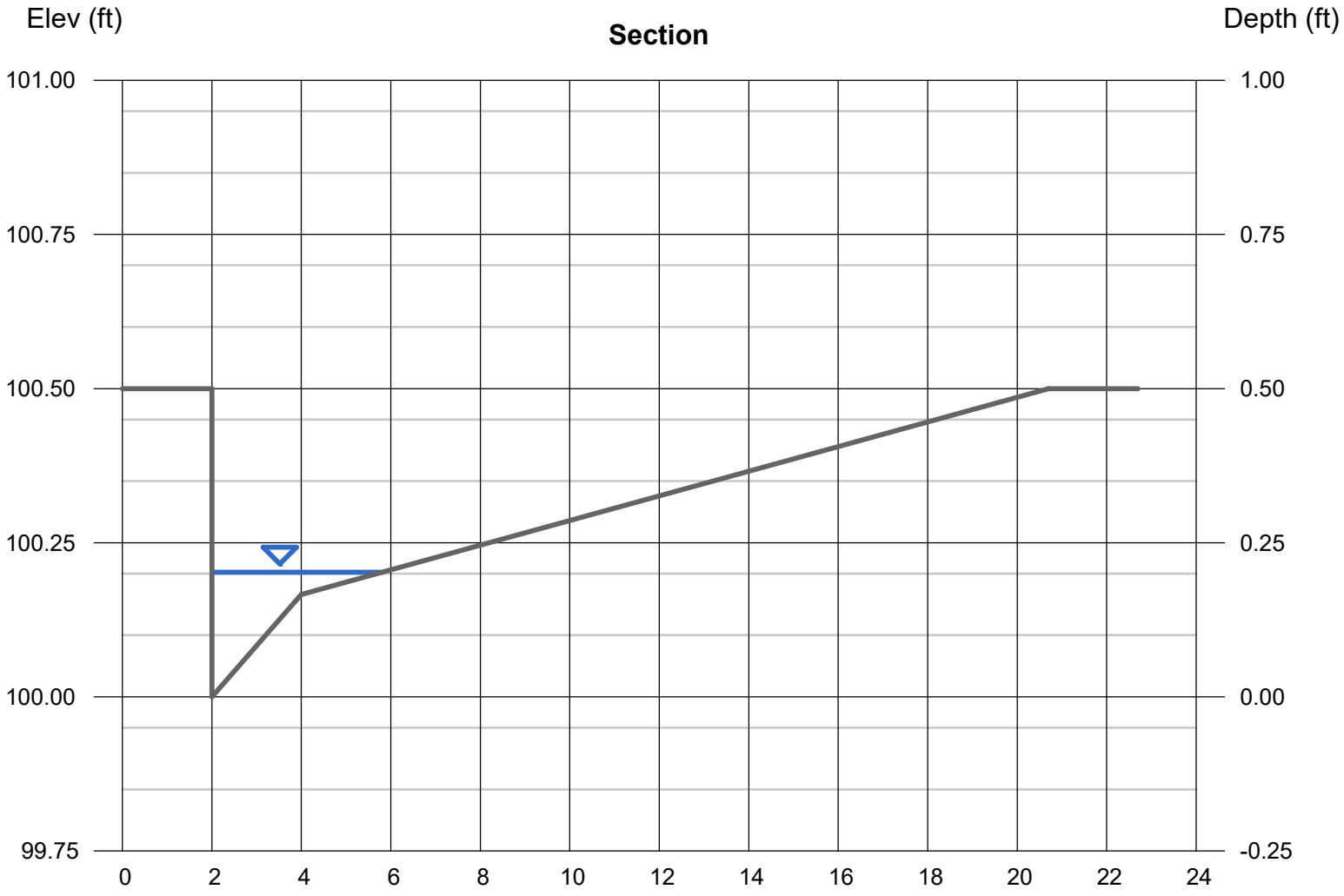
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 1.10
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.78

Highlighted

Depth (ft)	= 0.20
Q (cfs)	= 0.780
Area (sqft)	= 0.27
Velocity (ft/s)	= 2.88
Wetted Perim (ft)	= 4.01
Crit Depth, Yc (ft)	= 0.25
Spread Width (ft)	= 3.80
EGL (ft)	= 0.33



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

A4 DA Street Capacity 10-YEAR

Gutter

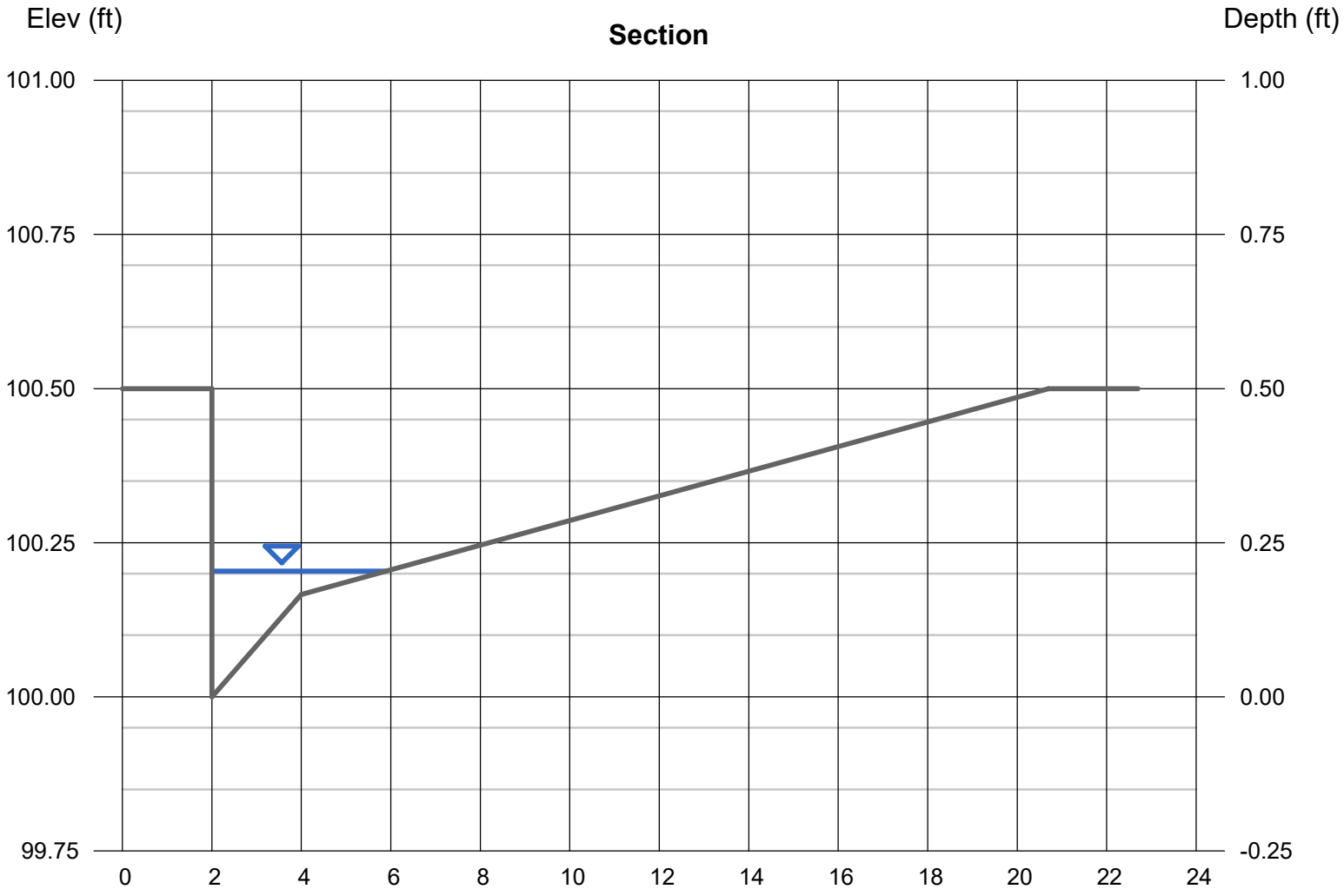
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 1.00
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.77

Highlighted

Depth (ft)	= 0.20
Q (cfs)	= 0.770
Area (sqft)	= 0.28
Velocity (ft/s)	= 2.77
Wetted Perim (ft)	= 4.11
Crit Depth, Yc (ft)	= 0.25
Spread Width (ft)	= 3.90
EGL (ft)	= 0.32



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

A2 DA Street Capacity 10-YEAR

Gutter

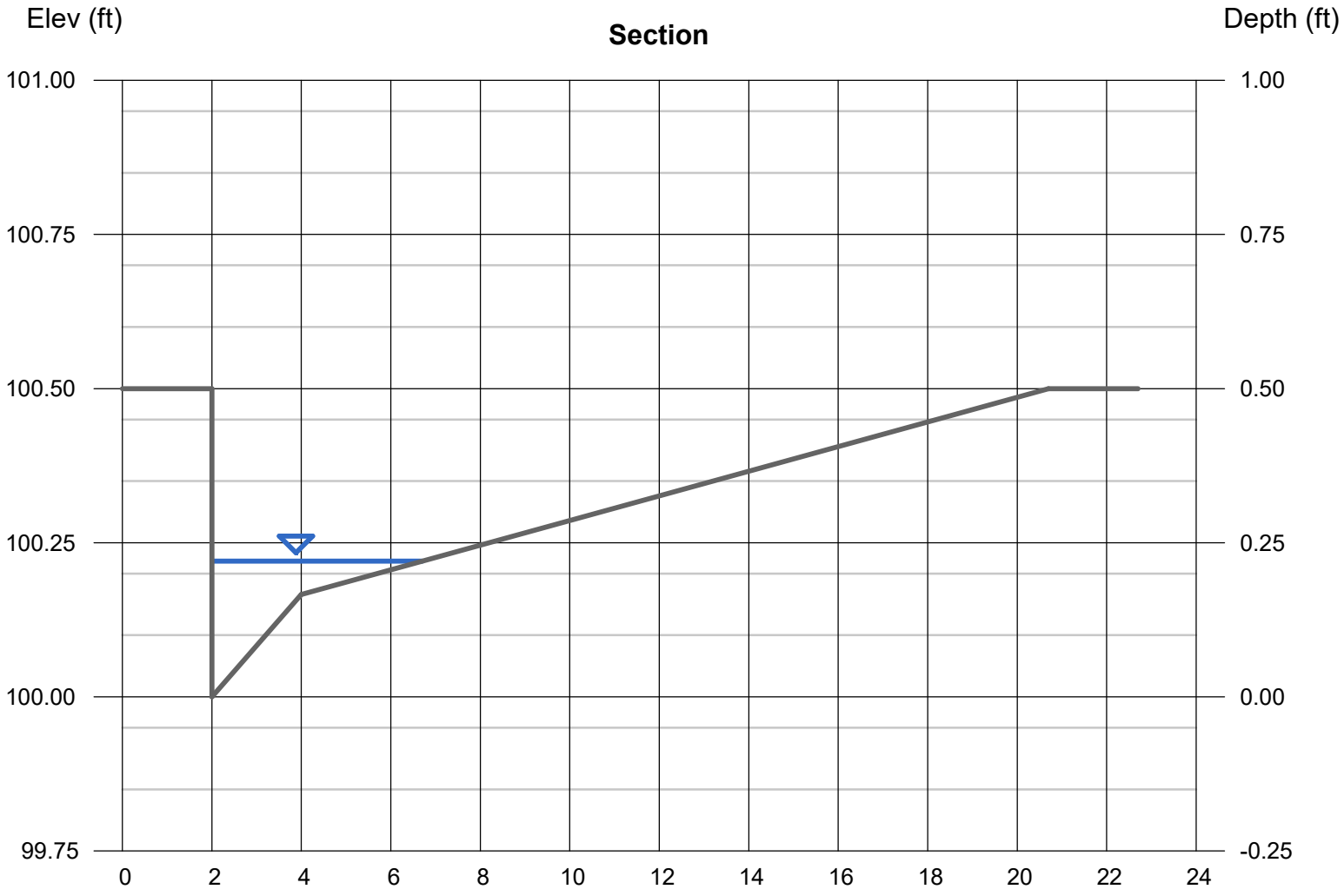
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.60
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.75

Highlighted

Depth (ft)	= 0.22
Q (cfs)	= 0.750
Area (sqft)	= 0.35
Velocity (ft/s)	= 2.16
Wetted Perim (ft)	= 4.93
Crit Depth, Yc (ft)	= 0.25
Spread Width (ft)	= 4.70
EGL (ft)	= 0.29



Channel Report

A1 DA Street Capacity 10-YEAR

Gutter

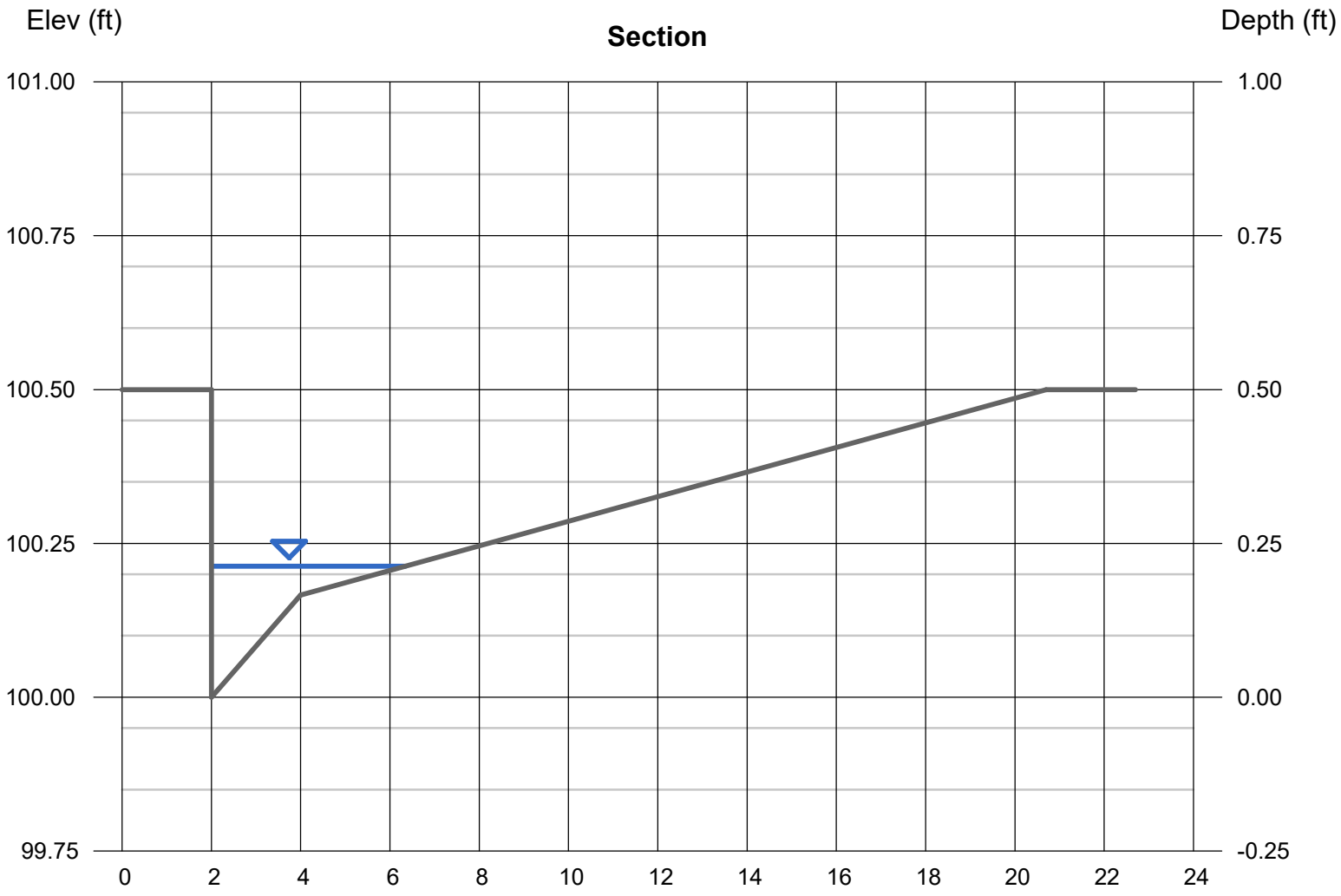
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.30
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.48

Highlighted

Depth (ft)	= 0.21
Q (cfs)	= 0.480
Area (sqft)	= 0.32
Velocity (ft/s)	= 1.52
Wetted Perim (ft)	= 4.57
Crit Depth, Yc (ft)	= 0.22
Spread Width (ft)	= 4.35
EGL (ft)	= 0.25



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

H3 DA Street Capacity 10-YEAR

Gutter

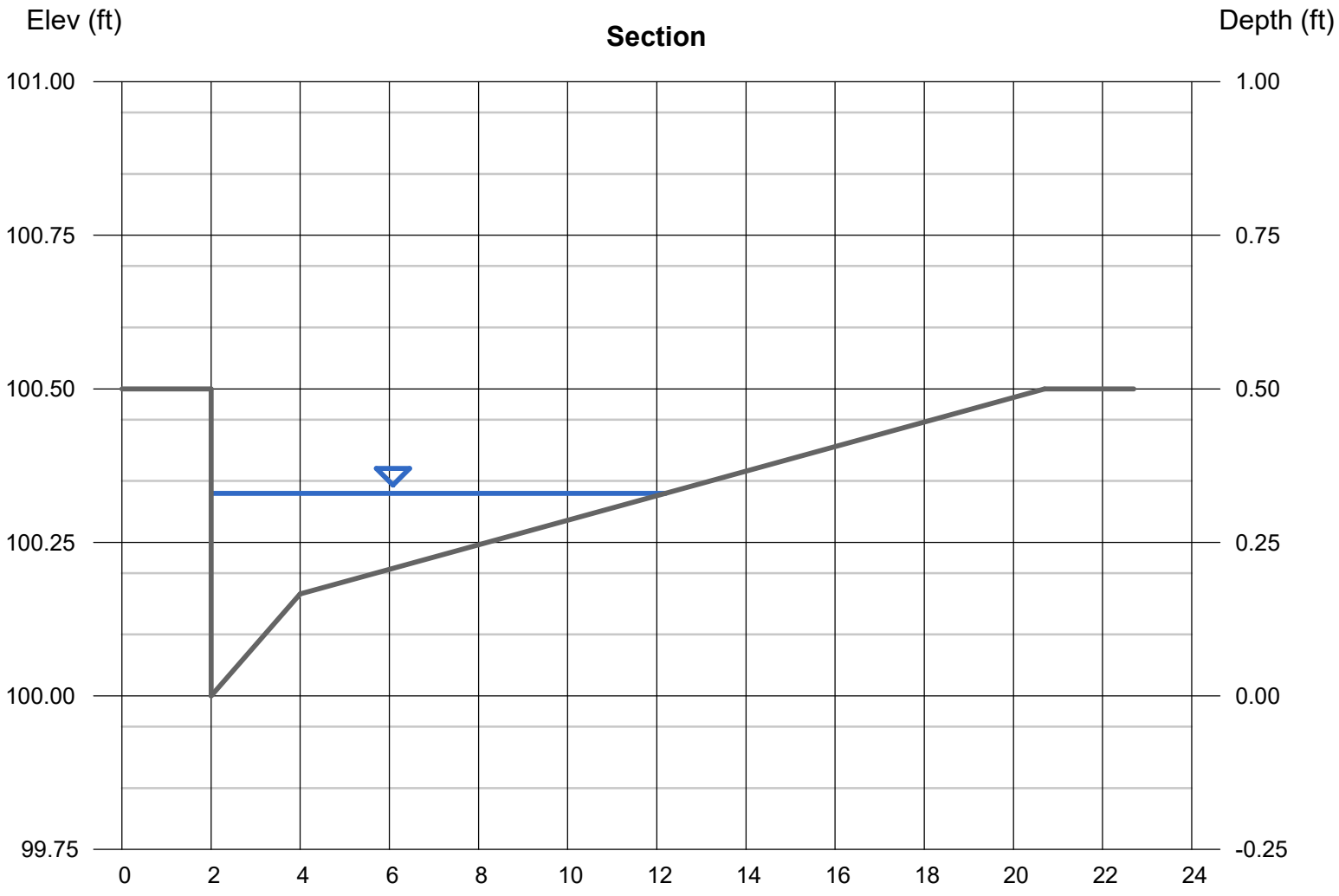
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.20
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 1.78

Highlighted

Depth (ft)	= 0.33
Q (cfs)	= 1.780
Area (sqft)	= 1.17
Velocity (ft/s)	= 1.53
Wetted Perim (ft)	= 10.54
Crit Depth, Yc (ft)	= 0.31
Spread Width (ft)	= 10.20
EGL (ft)	= 0.37



Channel Report

H4 DA Street Capacity 10-YEAR

Gutter

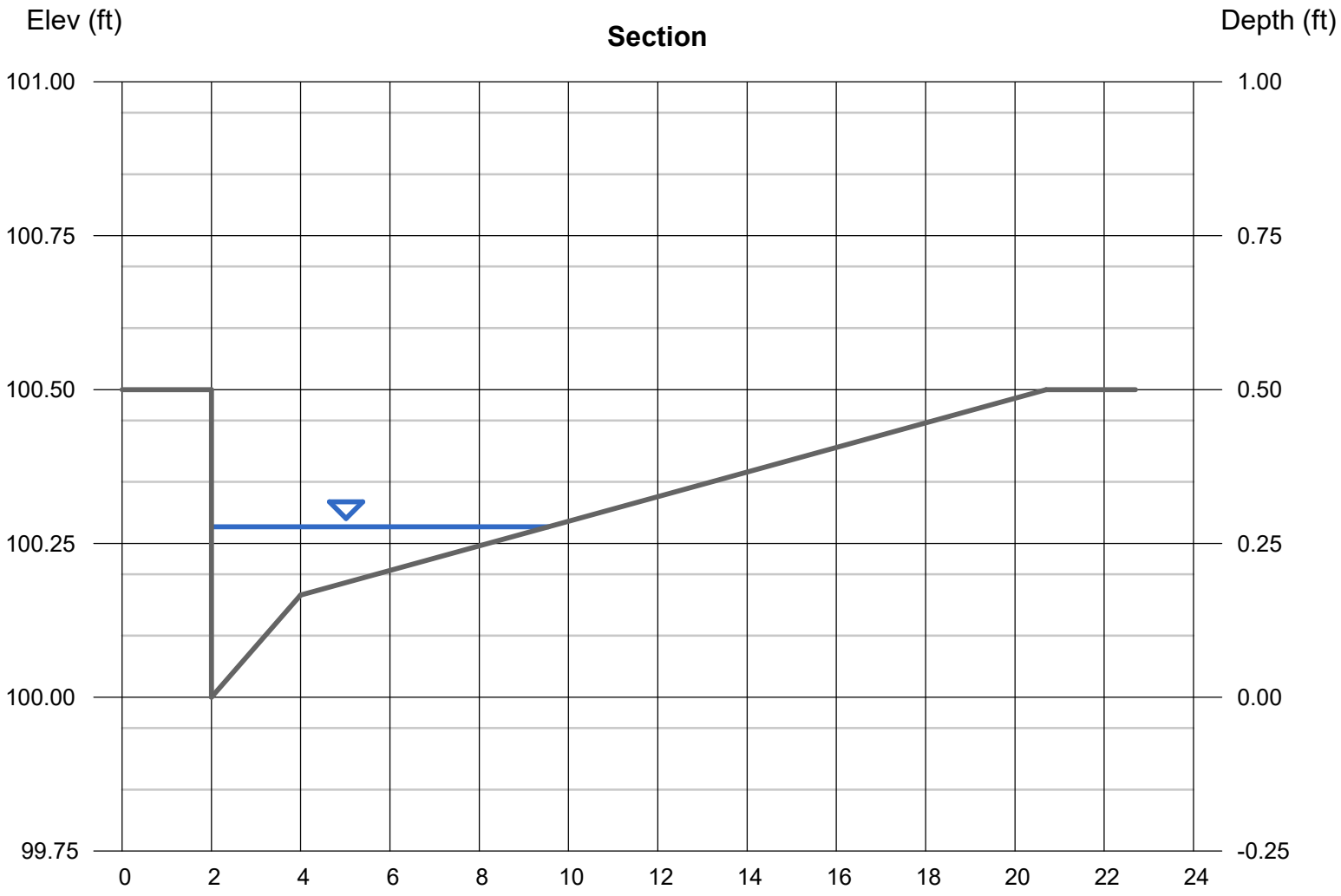
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.60
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 1.66

Highlighted

Depth (ft)	= 0.28
Q (cfs)	= 1.660
Area (sqft)	= 0.70
Velocity (ft/s)	= 2.38
Wetted Perim (ft)	= 7.83
Crit Depth, Yc (ft)	= 0.31
Spread Width (ft)	= 7.55
EGL (ft)	= 0.37



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

H1 DA Street Capacity 10-YEAR

Gutter

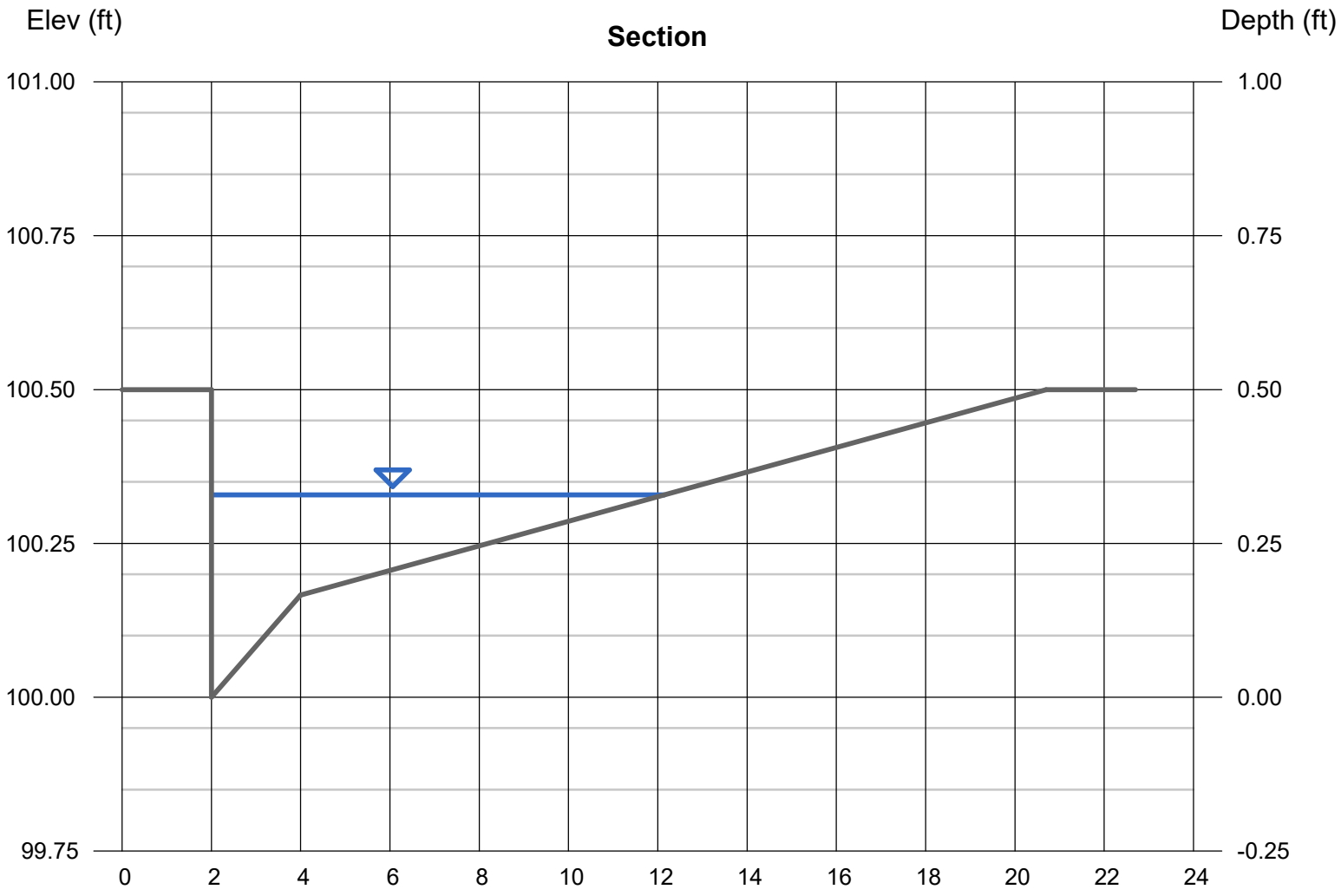
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.20
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 1.76

Highlighted

Depth (ft)	= 0.33
Q (cfs)	= 1.760
Area (sqft)	= 1.16
Velocity (ft/s)	= 1.52
Wetted Perim (ft)	= 10.49
Crit Depth, Yc (ft)	= 0.31
Spread Width (ft)	= 10.15
EGL (ft)	= 0.37



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

H2 DA Street Capacity 10-YEAR

Gutter

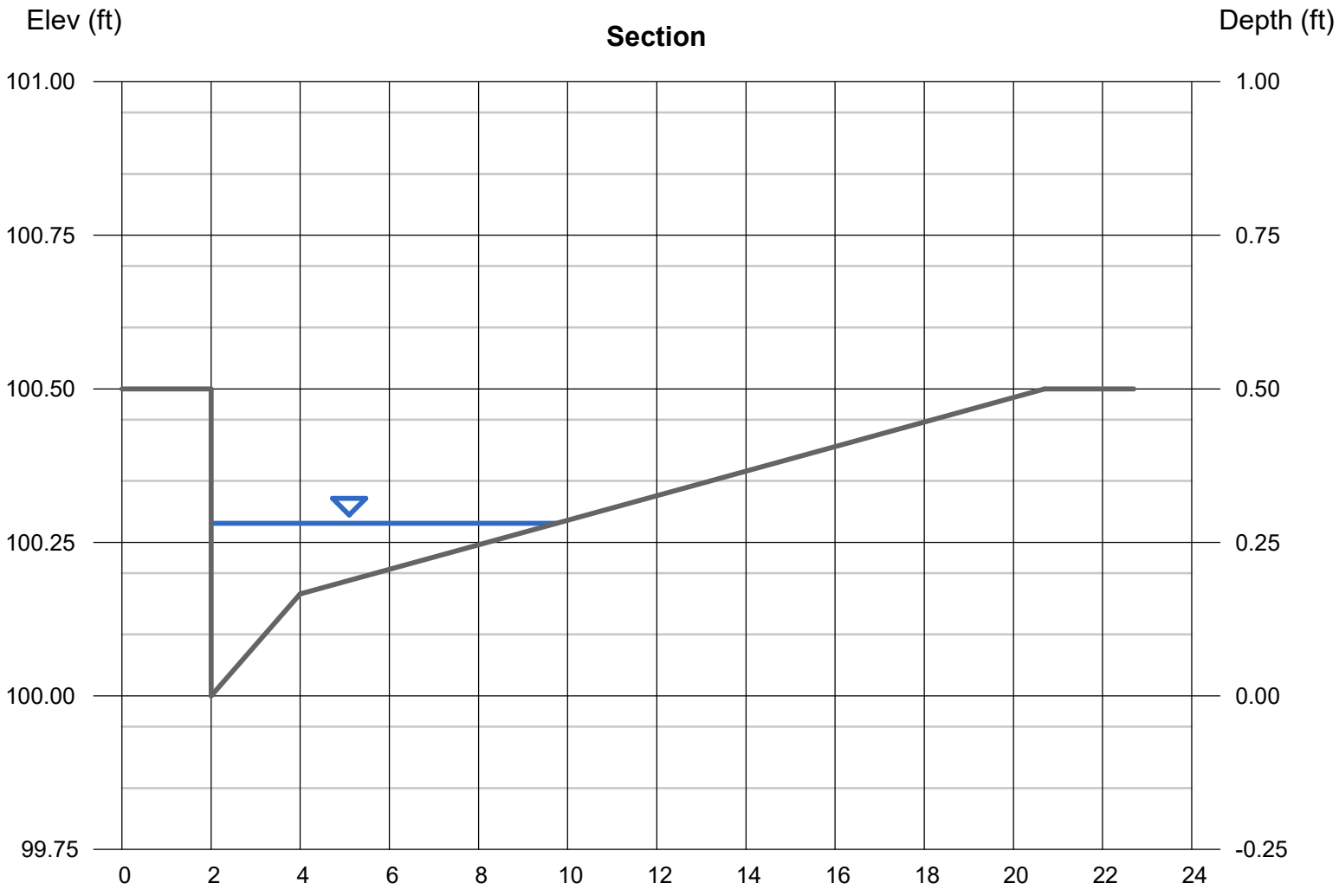
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.60
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 1.74

Highlighted

Depth (ft)	= 0.28
Q (cfs)	= 1.740
Area (sqft)	= 0.73
Velocity (ft/s)	= 2.39
Wetted Perim (ft)	= 8.04
Crit Depth, Yc (ft)	= 0.31
Spread Width (ft)	= 7.75
EGL (ft)	= 0.37



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Thursday, May 16 2024

R1 DA Street Capacity 25-YEAR

Gutter

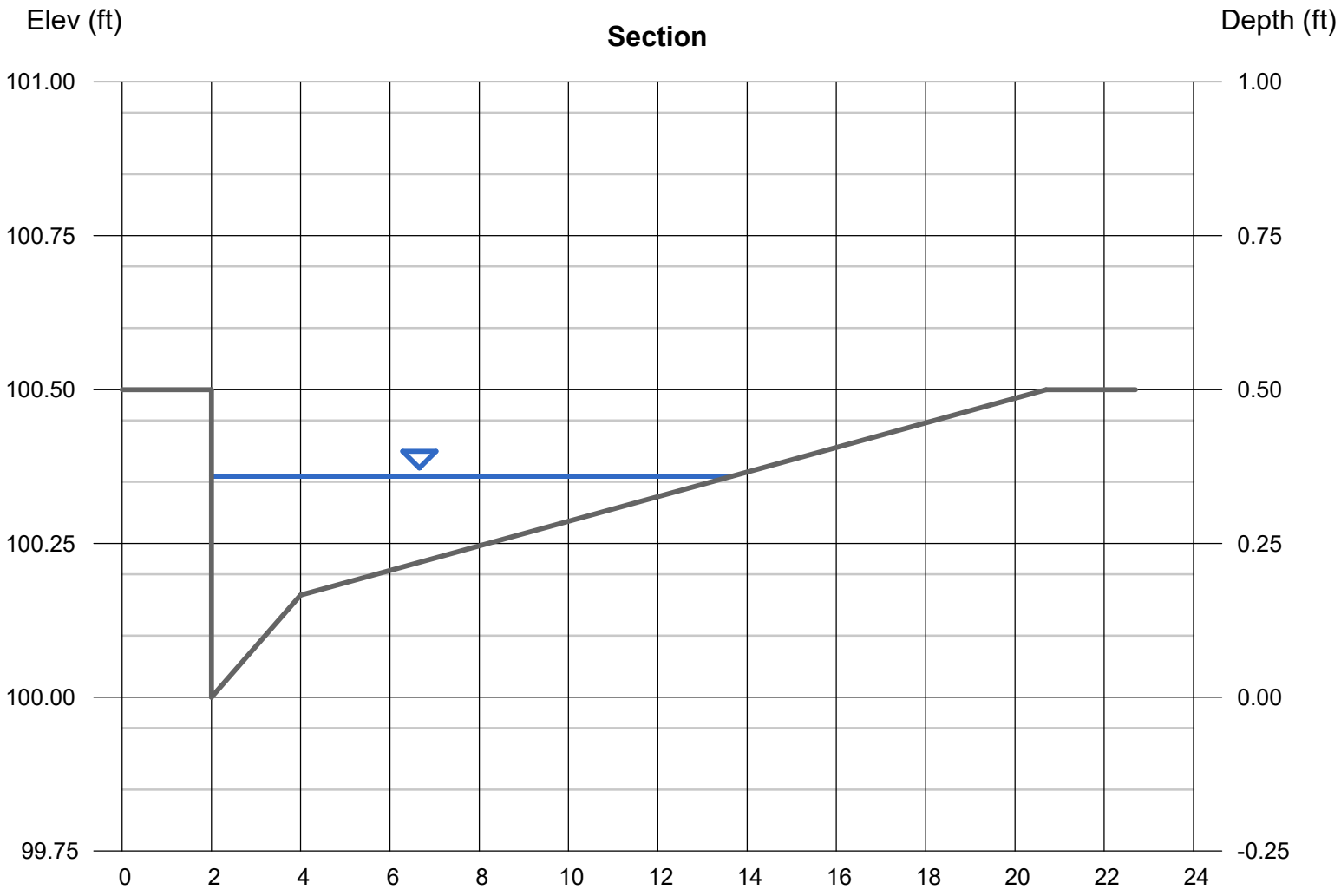
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.10
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 1.70

Highlighted

Depth (ft)	= 0.36
Q (cfs)	= 1.700
Area (sqft)	= 1.48
Velocity (ft/s)	= 1.15
Wetted Perim (ft)	= 12.02
Crit Depth, Yc (ft)	= 0.31
Spread Width (ft)	= 11.65
EGL (ft)	= 0.38



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Thursday, May 16 2024

V1 DA Street Capacity 25-YEAR

Gutter

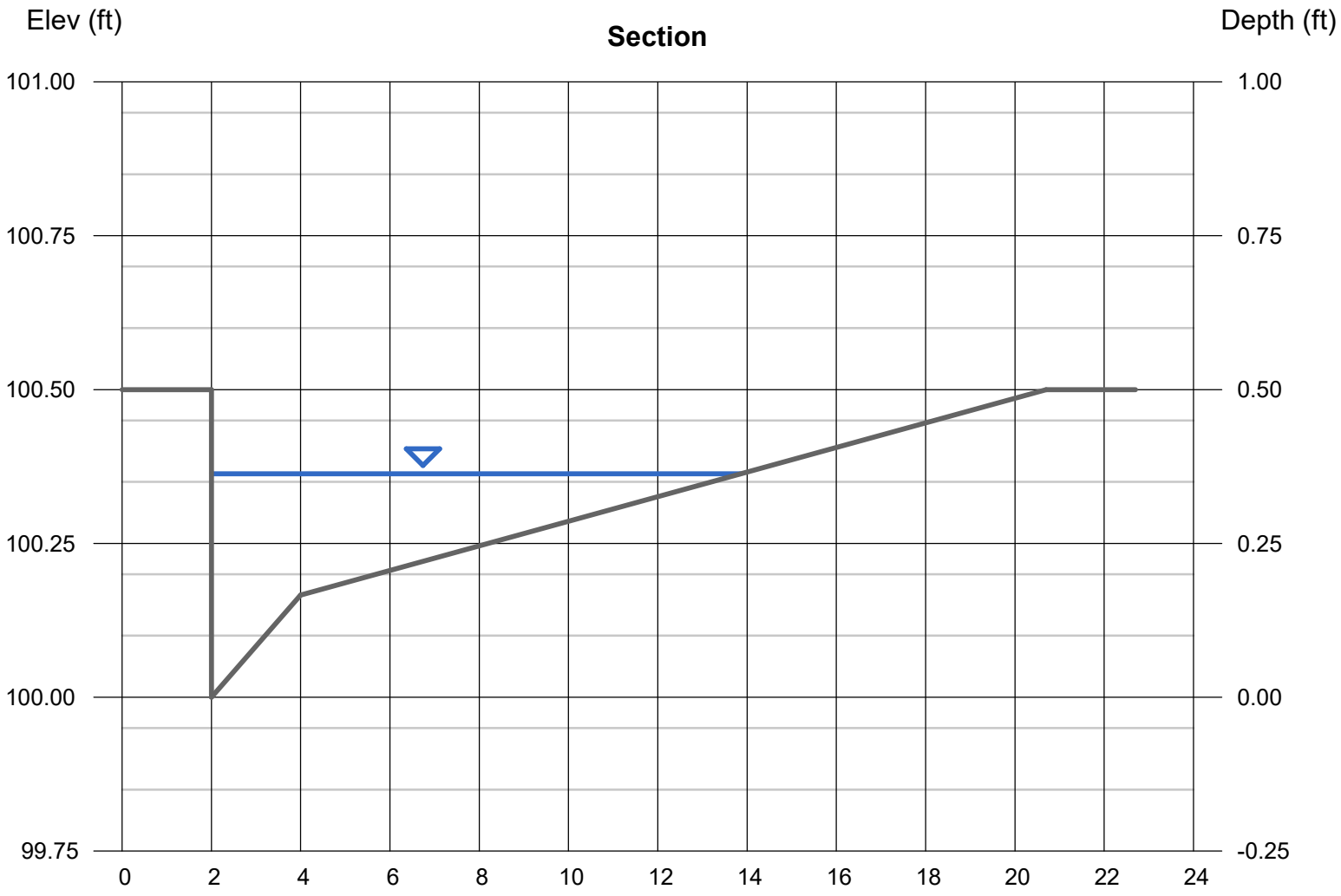
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.10
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 1.76

Highlighted

Depth (ft)	= 0.36
Q (cfs)	= 1.760
Area (sqft)	= 1.53
Velocity (ft/s)	= 1.15
Wetted Perim (ft)	= 12.22
Crit Depth, Yc (ft)	= 0.31
Spread Width (ft)	= 11.85
EGL (ft)	= 0.38



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

V2 DA Street Capacity 25-YEAR

Gutter

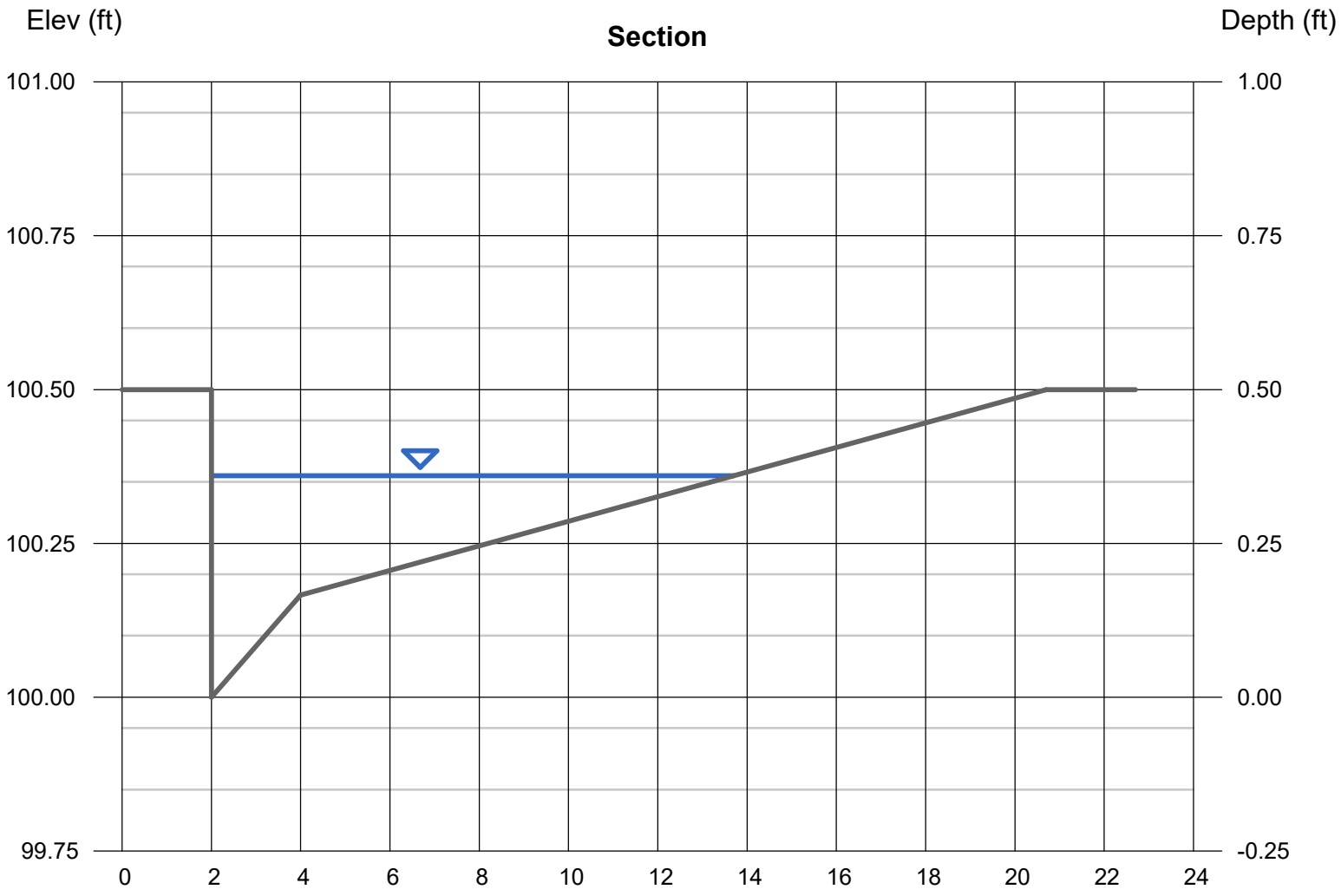
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.10
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 1.71

Highlighted

Depth (ft)	= 0.36
Q (cfs)	= 1.710
Area (sqft)	= 1.49
Velocity (ft/s)	= 1.14
Wetted Perim (ft)	= 12.07
Crit Depth, Yc (ft)	= 0.31
Spread Width (ft)	= 11.70
EGL (ft)	= 0.38



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

V3 DA Street Capacity 25-YEAR

Gutter

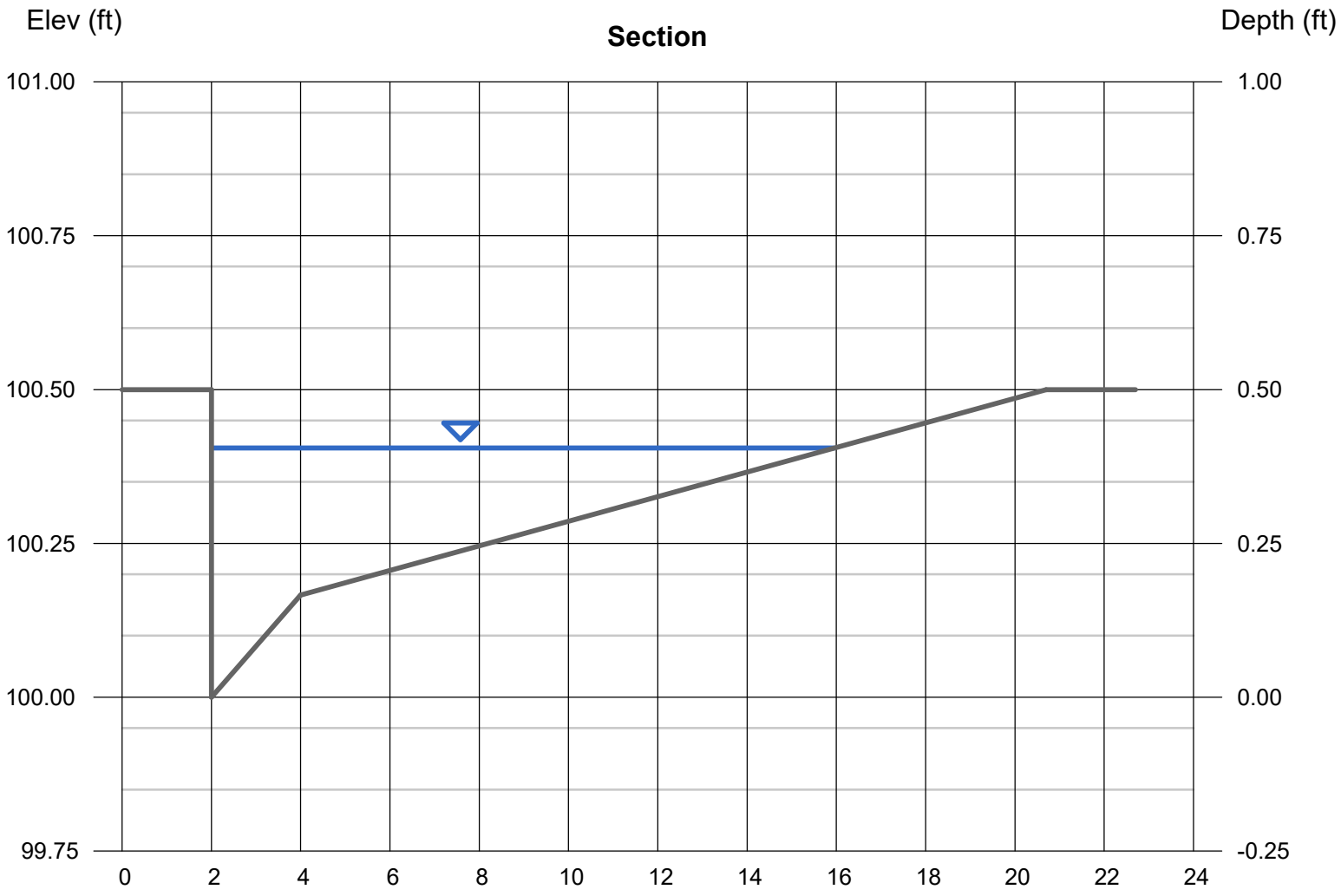
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.10
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 2.60

Highlighted

Depth (ft)	= 0.40
Q (cfs)	= 2.600
Area (sqft)	= 2.07
Velocity (ft/s)	= 1.25
Wetted Perim (ft)	= 14.36
Crit Depth, Yc (ft)	= 0.35
Spread Width (ft)	= 13.95
EGL (ft)	= 0.43



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

V4 DA Street Capacity 25-YEAR

Gutter

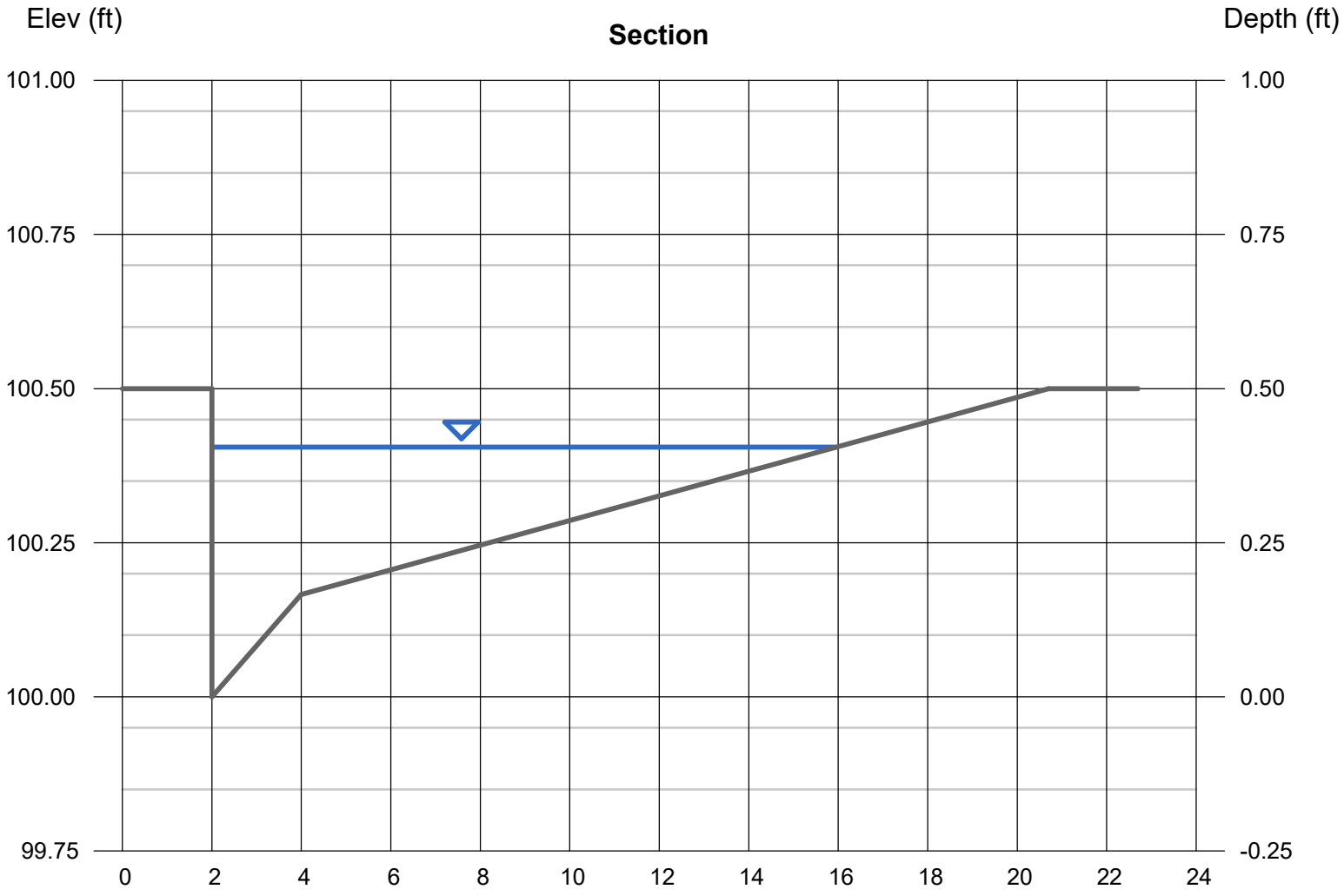
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.10
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 2.60

Highlighted

Depth (ft)	= 0.40
Q (cfs)	= 2.600
Area (sqft)	= 2.07
Velocity (ft/s)	= 1.25
Wetted Perim (ft)	= 14.36
Crit Depth, Yc (ft)	= 0.35
Spread Width (ft)	= 13.95
EGL (ft)	= 0.43



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

V5 DA Street Capacity 25-YEAR

Gutter

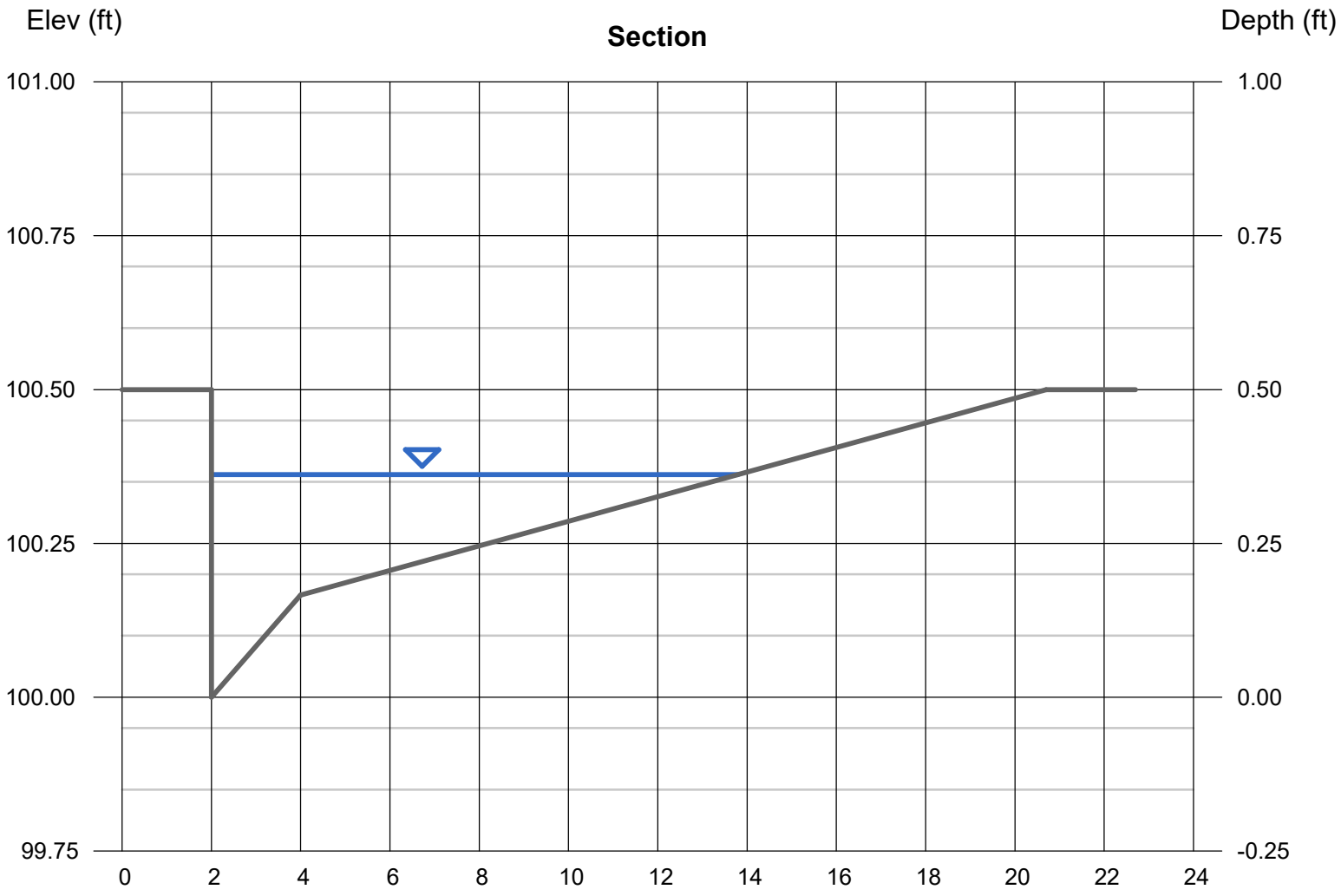
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.10
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 1.74

Highlighted

Depth (ft)	= 0.36
Q (cfs)	= 1.740
Area (sqft)	= 1.52
Velocity (ft/s)	= 1.15
Wetted Perim (ft)	= 12.17
Crit Depth, Yc (ft)	= 0.31
Spread Width (ft)	= 11.80
EGL (ft)	= 0.38



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

V6 DA Street Capacity 25-YEAR

Gutter

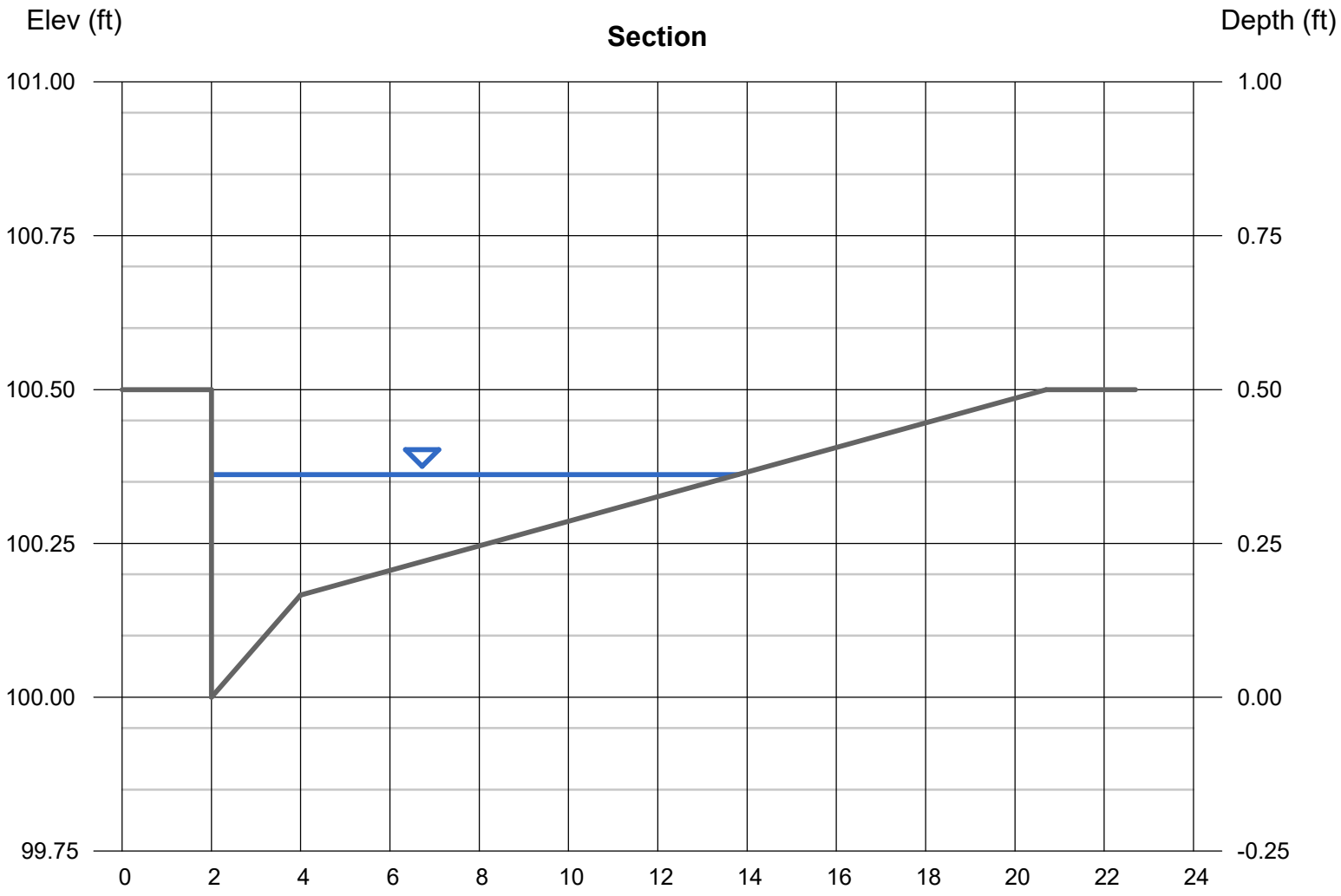
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.10
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 1.74

Highlighted

Depth (ft)	= 0.36
Q (cfs)	= 1.740
Area (sqft)	= 1.52
Velocity (ft/s)	= 1.15
Wetted Perim (ft)	= 12.17
Crit Depth, Yc (ft)	= 0.31
Spread Width (ft)	= 11.80
EGL (ft)	= 0.38



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

V7 DA Street Capacity 25-YEAR

Gutter

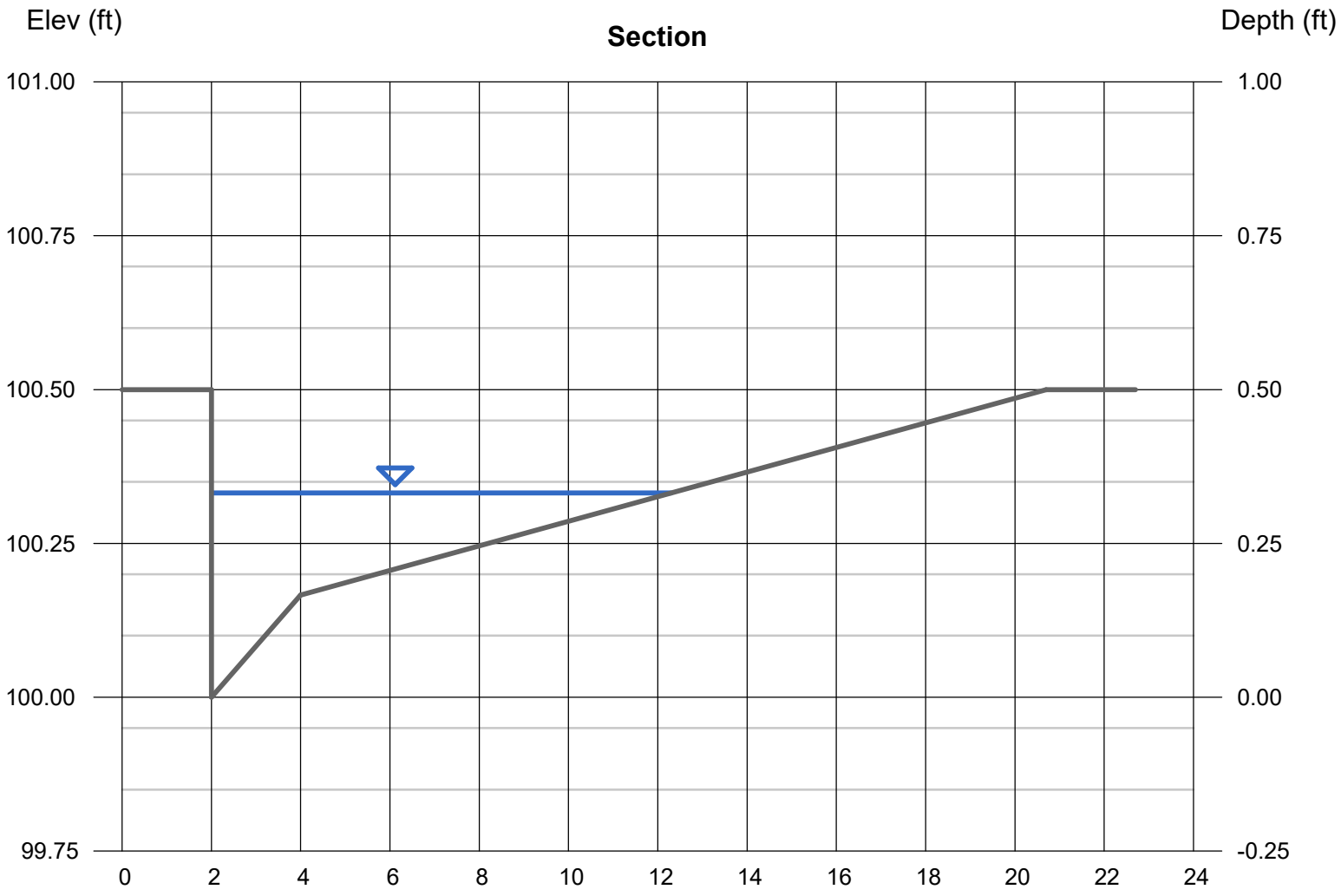
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.10
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 1.28

Highlighted

Depth (ft)	= 0.33
Q (cfs)	= 1.280
Area (sqft)	= 1.19
Velocity (ft/s)	= 1.08
Wetted Perim (ft)	= 10.64
Crit Depth, Yc (ft)	= 0.29
Spread Width (ft)	= 10.30
EGL (ft)	= 0.35



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

V8 DA Street Capacity 25-YEAR

Gutter

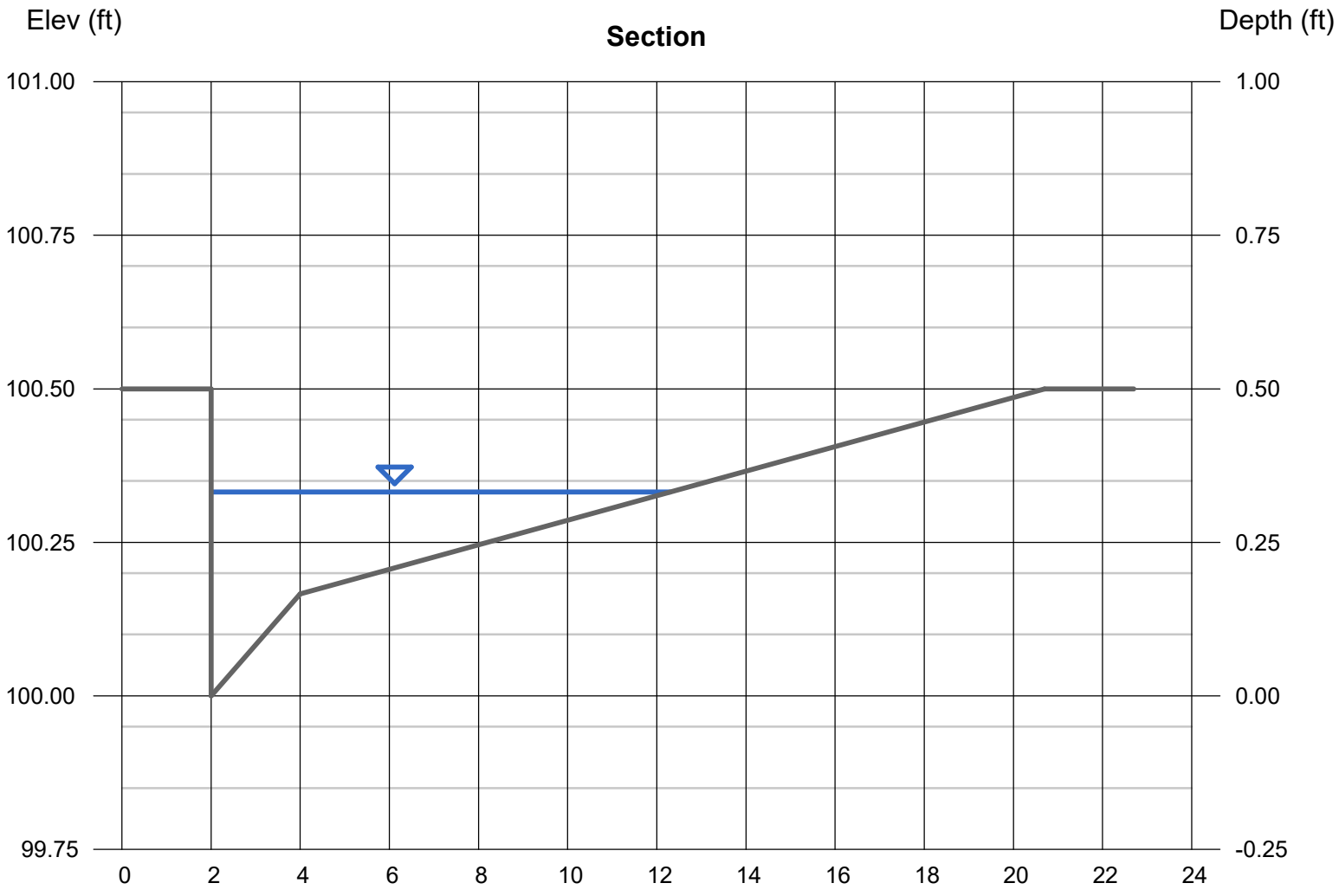
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.10
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 1.28

Highlighted

Depth (ft)	= 0.33
Q (cfs)	= 1.280
Area (sqft)	= 1.19
Velocity (ft/s)	= 1.08
Wetted Perim (ft)	= 10.64
Crit Depth, Yc (ft)	= 0.29
Spread Width (ft)	= 10.30
EGL (ft)	= 0.35



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

R2 DA Street Capacity 25-YEAR

Gutter

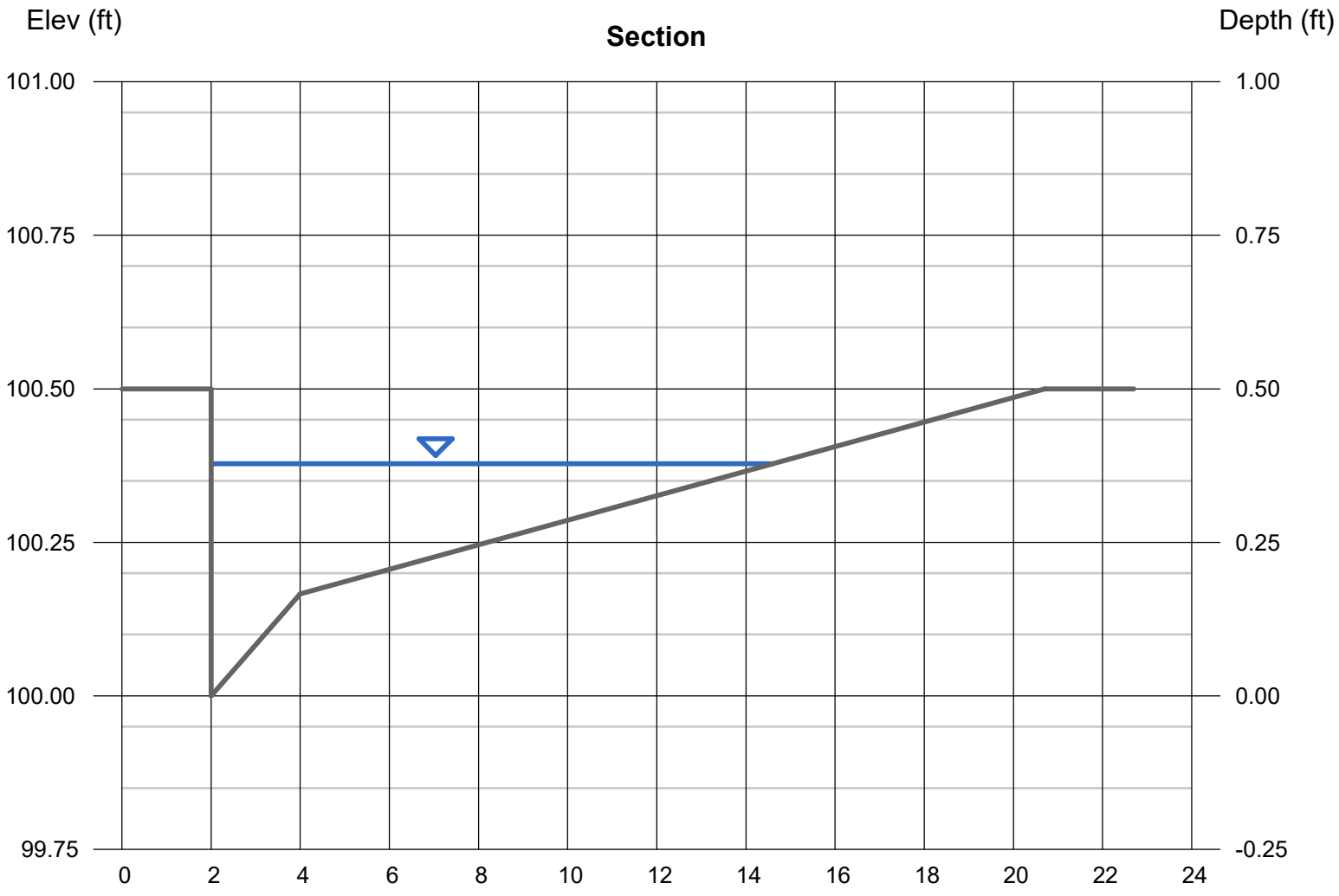
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.40
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 4.07

Highlighted

Depth (ft)	= 0.38
Q (cfs)	= 4.070
Area (sqft)	= 1.71
Velocity (ft/s)	= 2.38
Wetted Perim (ft)	= 12.99
Crit Depth, Yc (ft)	= 0.40
Spread Width (ft)	= 12.60
EGL (ft)	= 0.47



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

F3 DA Street Capacity 25-YEAR

Gutter

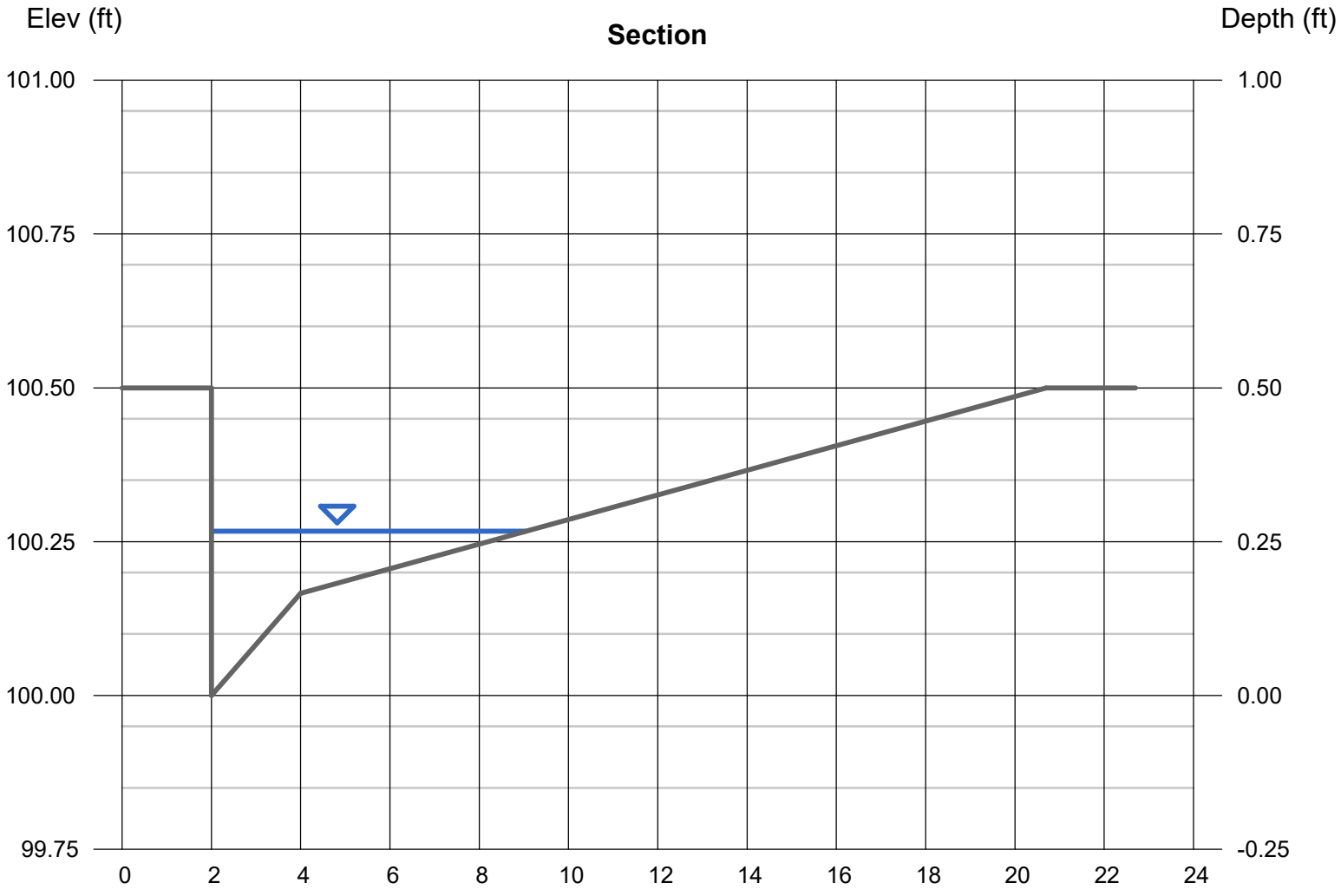
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 1.00
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 1.87

Highlighted

Depth (ft)	= 0.27
Q (cfs)	= 1.870
Area (sqft)	= 0.62
Velocity (ft/s)	= 3.00
Wetted Perim (ft)	= 7.32
Crit Depth, Yc (ft)	= 0.32
Spread Width (ft)	= 7.05
EGL (ft)	= 0.41



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

C6 DA Street Capacity 25-YEAR

Gutter

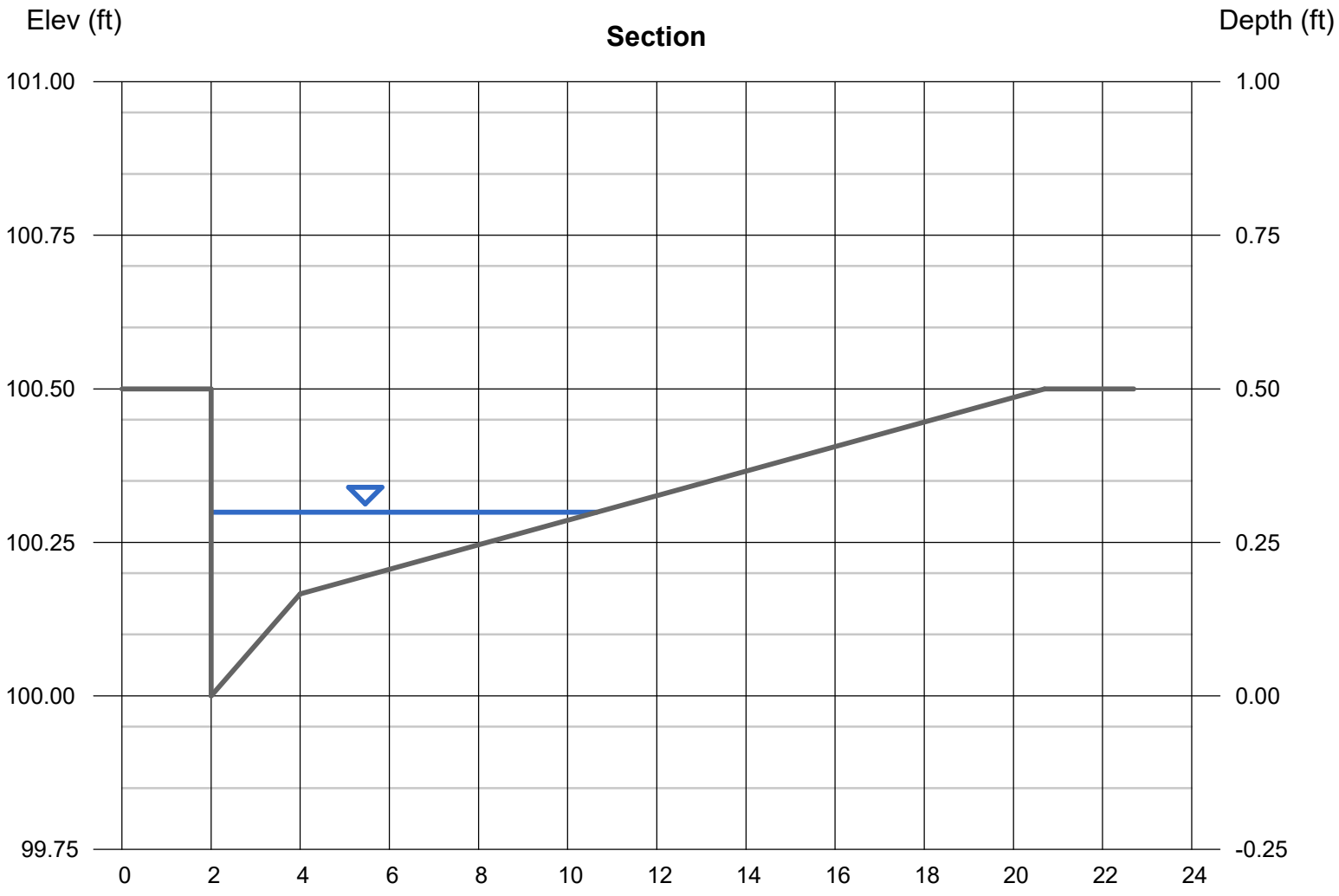
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.30
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 1.53

Highlighted

Depth (ft)	= 0.30
Q (cfs)	= 1.530
Area (sqft)	= 0.87
Velocity (ft/s)	= 1.75
Wetted Perim (ft)	= 8.96
Crit Depth, Yc (ft)	= 0.30
Spread Width (ft)	= 8.65
EGL (ft)	= 0.35



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

C5 DA Street Capacity 25-YEAR

Gutter

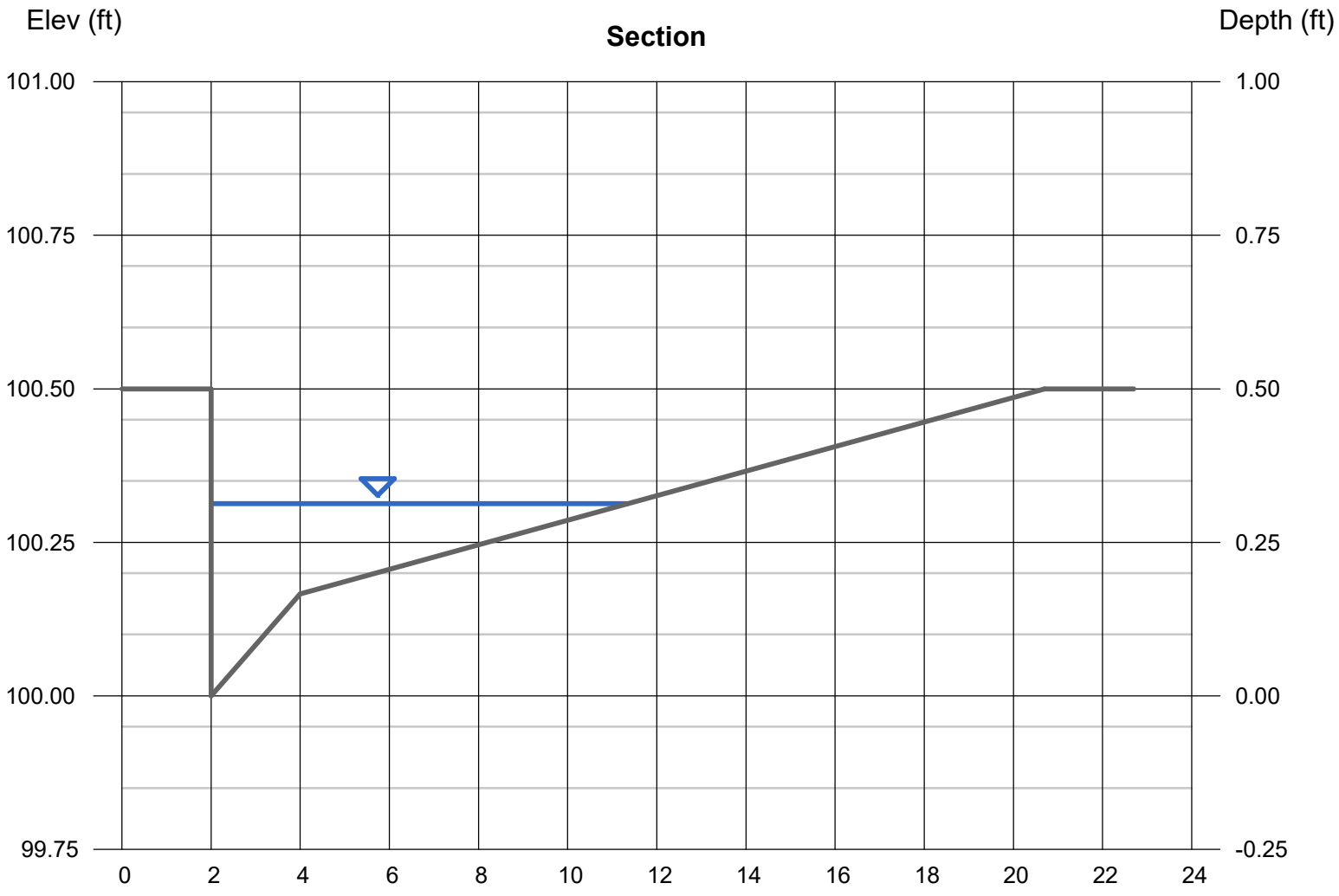
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.20
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 1.48

Highlighted

Depth (ft)	= 0.31
Q (cfs)	= 1.480
Area (sqft)	= 1.00
Velocity (ft/s)	= 1.48
Wetted Perim (ft)	= 9.67
Crit Depth, Yc (ft)	= 0.30
Spread Width (ft)	= 9.35
EGL (ft)	= 0.35



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

F1 DA Street Capacity 25-YEAR

Gutter

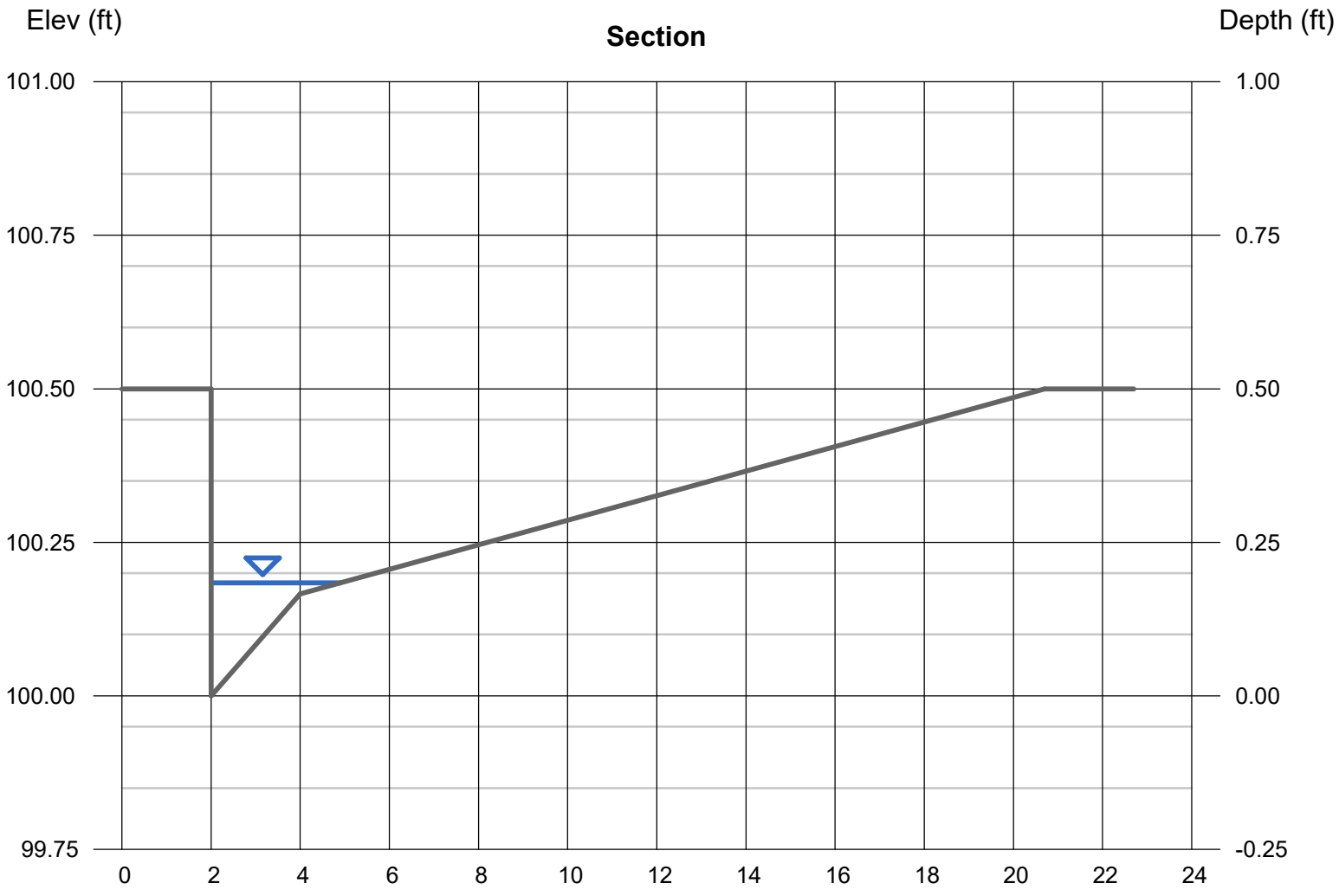
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.50
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.40

Highlighted

Depth (ft)	= 0.18
Q (cfs)	= 0.400
Area (sqft)	= 0.21
Velocity (ft/s)	= 1.90
Wetted Perim (ft)	= 3.09
Crit Depth, Yc (ft)	= 0.21
Spread Width (ft)	= 2.90
EGL (ft)	= 0.24



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

F2 DA Street Capacity 25-YEAR

Gutter

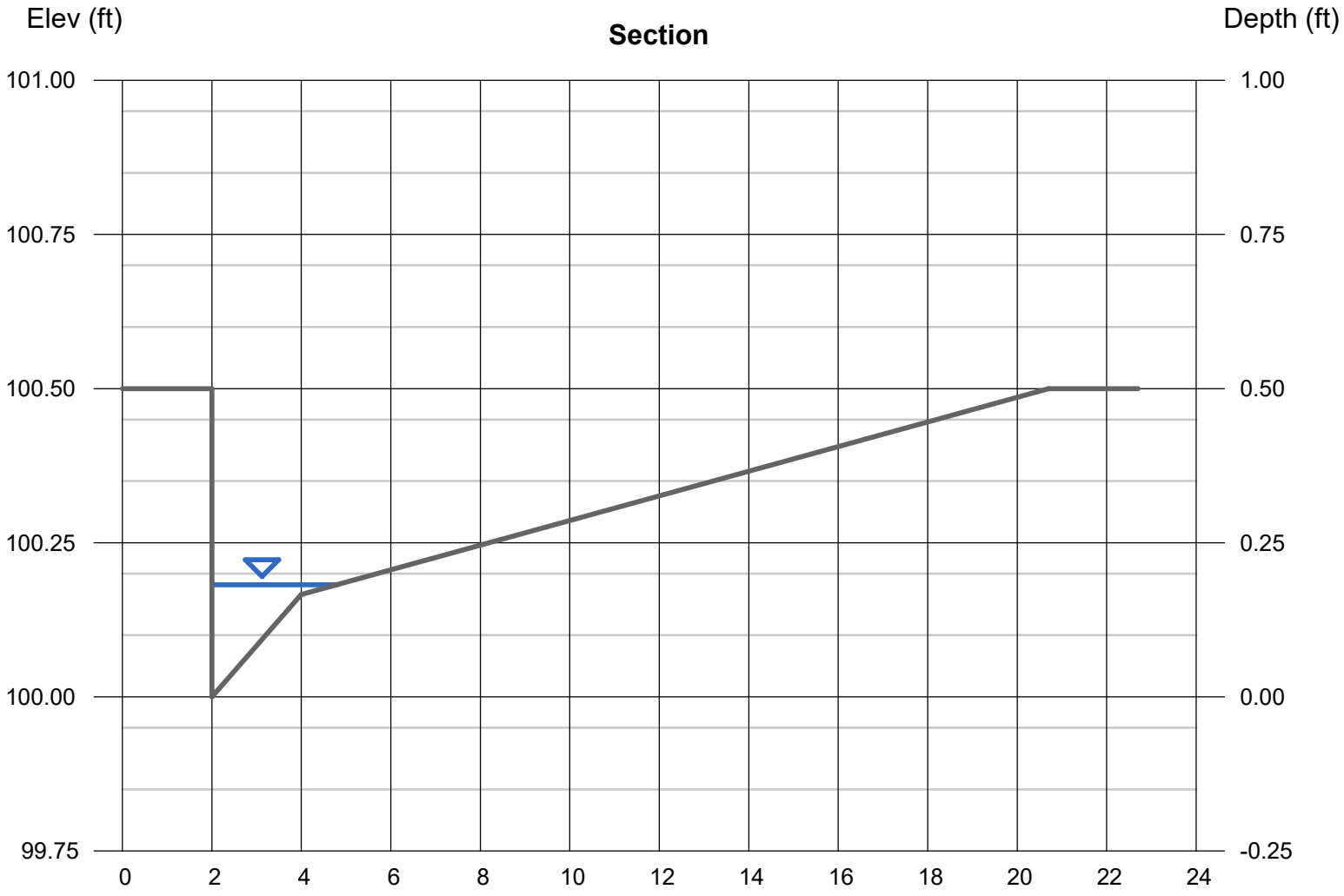
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.50
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.39

Highlighted

Depth (ft)	= 0.18
Q (cfs)	= 0.390
Area (sqft)	= 0.20
Velocity (ft/s)	= 1.91
Wetted Perim (ft)	= 2.99
Crit Depth, Yc (ft)	= 0.20
Spread Width (ft)	= 2.80
EGL (ft)	= 0.24



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

E2 DA Street Capacity 25-YEAR

Gutter

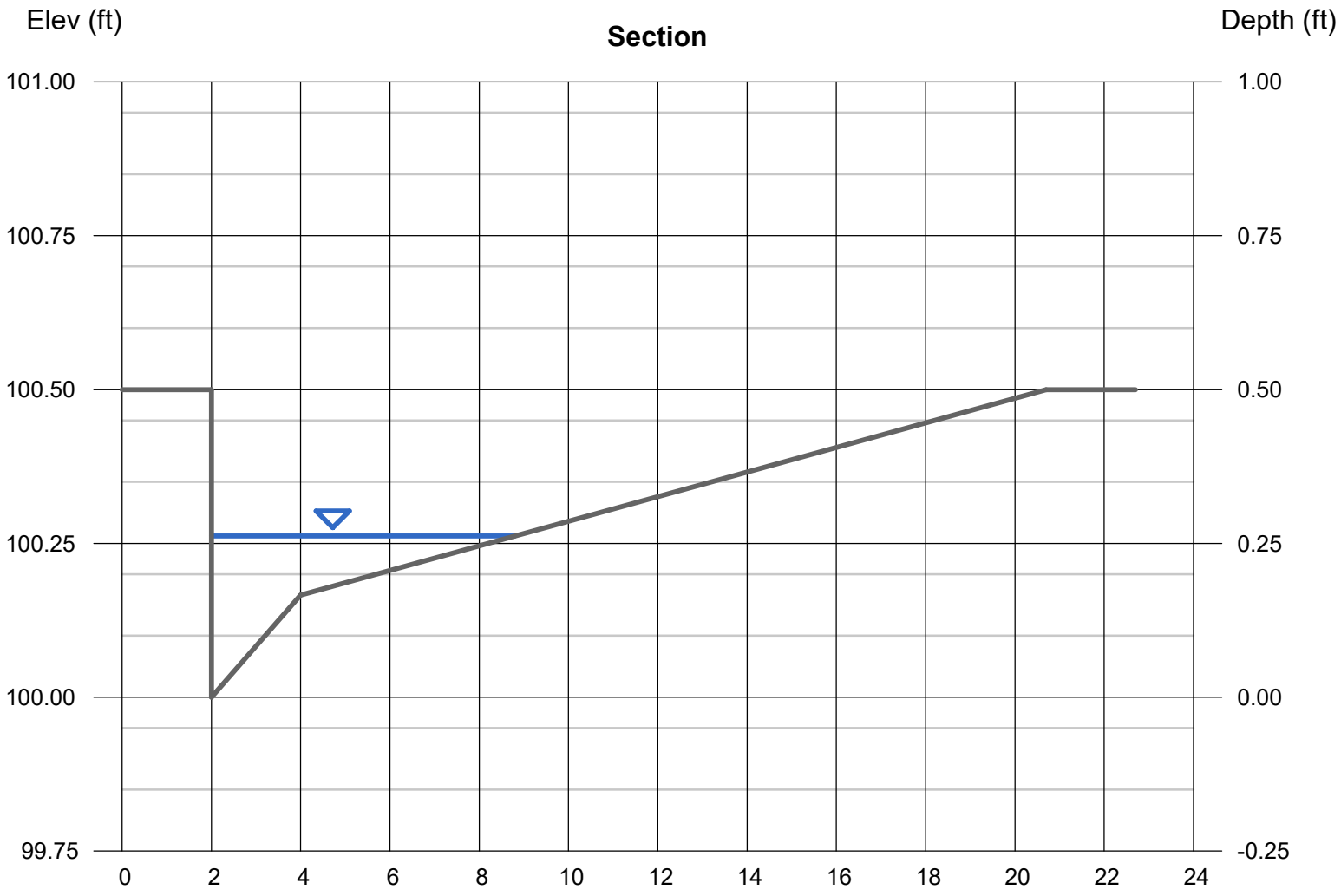
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.20
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.78

Highlighted

Depth (ft)	= 0.26
Q (cfs)	= 0.780
Area (sqft)	= 0.59
Velocity (ft/s)	= 1.33
Wetted Perim (ft)	= 7.07
Crit Depth, Yc (ft)	= 0.25
Spread Width (ft)	= 6.80
EGL (ft)	= 0.29



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

E1 DA Street Capacity 25-YEAR

Gutter

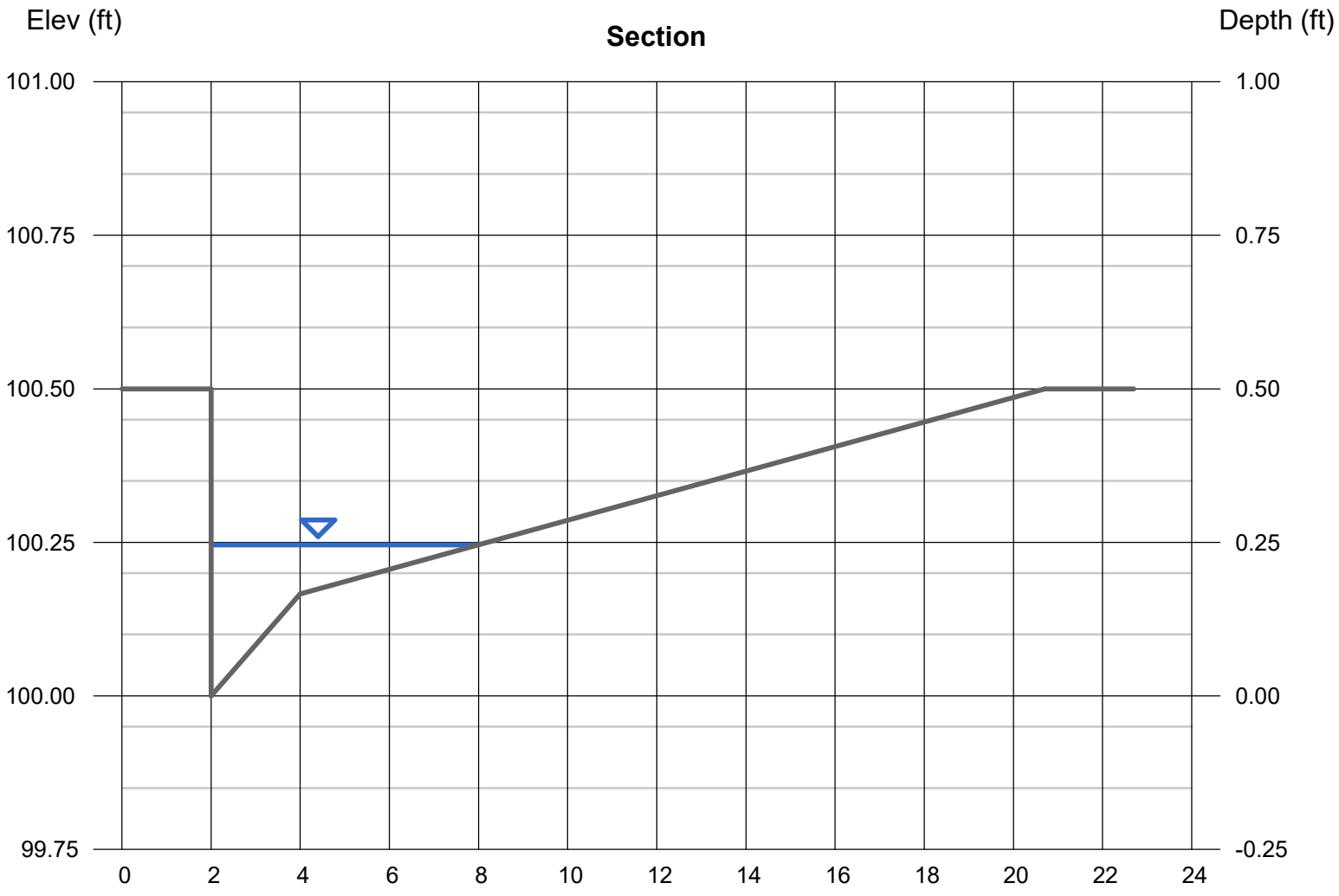
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.30
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.77

Highlighted

Depth (ft)	= 0.25
Q (cfs)	= 0.770
Area (sqft)	= 0.49
Velocity (ft/s)	= 1.58
Wetted Perim (ft)	= 6.25
Crit Depth, Yc (ft)	= 0.25
Spread Width (ft)	= 6.00
EGL (ft)	= 0.29



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

E4 DA Street Capacity 25-YEAR

Gutter

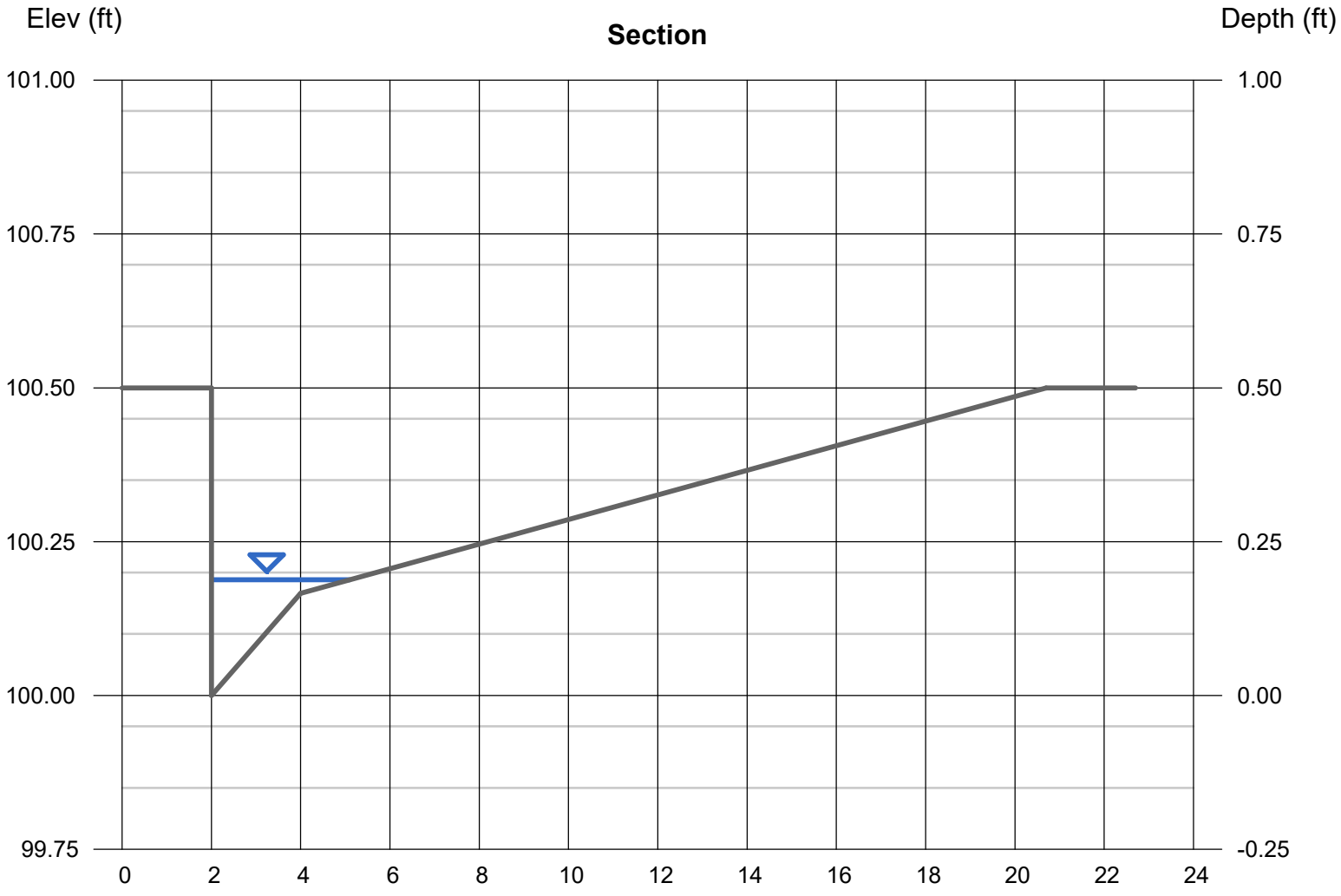
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.40
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.38

Highlighted

Depth (ft)	= 0.19
Q (cfs)	= 0.380
Area (sqft)	= 0.22
Velocity (ft/s)	= 1.71
Wetted Perim (ft)	= 3.30
Crit Depth, Yc (ft)	= 0.20
Spread Width (ft)	= 3.10
EGL (ft)	= 0.23



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

E3 DA Street Capacity 25-YEAR

Gutter

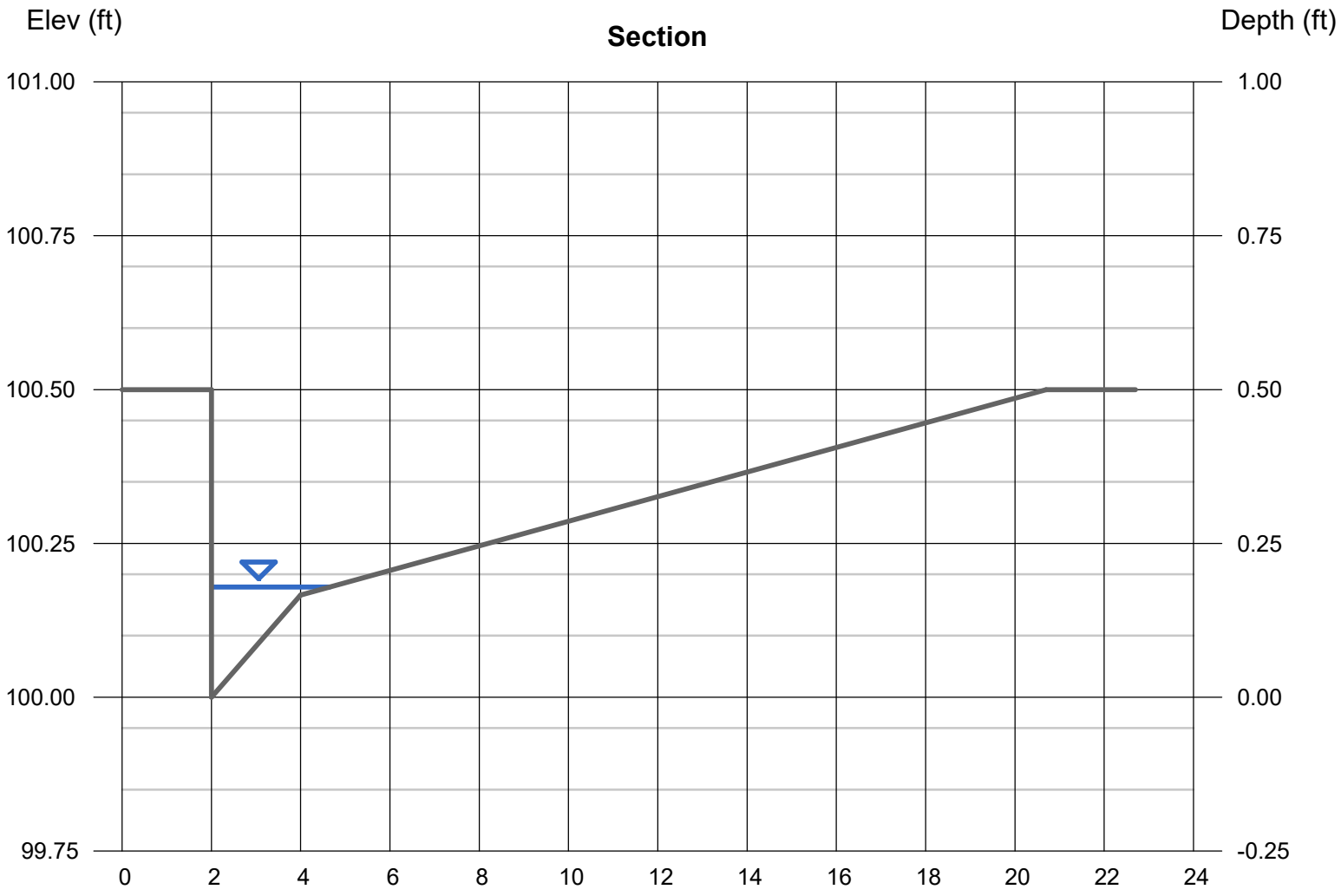
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.50
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.37

Highlighted

Depth (ft)	= 0.18
Q (cfs)	= 0.370
Area (sqft)	= 0.20
Velocity (ft/s)	= 1.89
Wetted Perim (ft)	= 2.84
Crit Depth, Yc (ft)	= 0.20
Spread Width (ft)	= 2.65
EGL (ft)	= 0.23



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

C2 DA Street Capacity 25-YEAR

Gutter

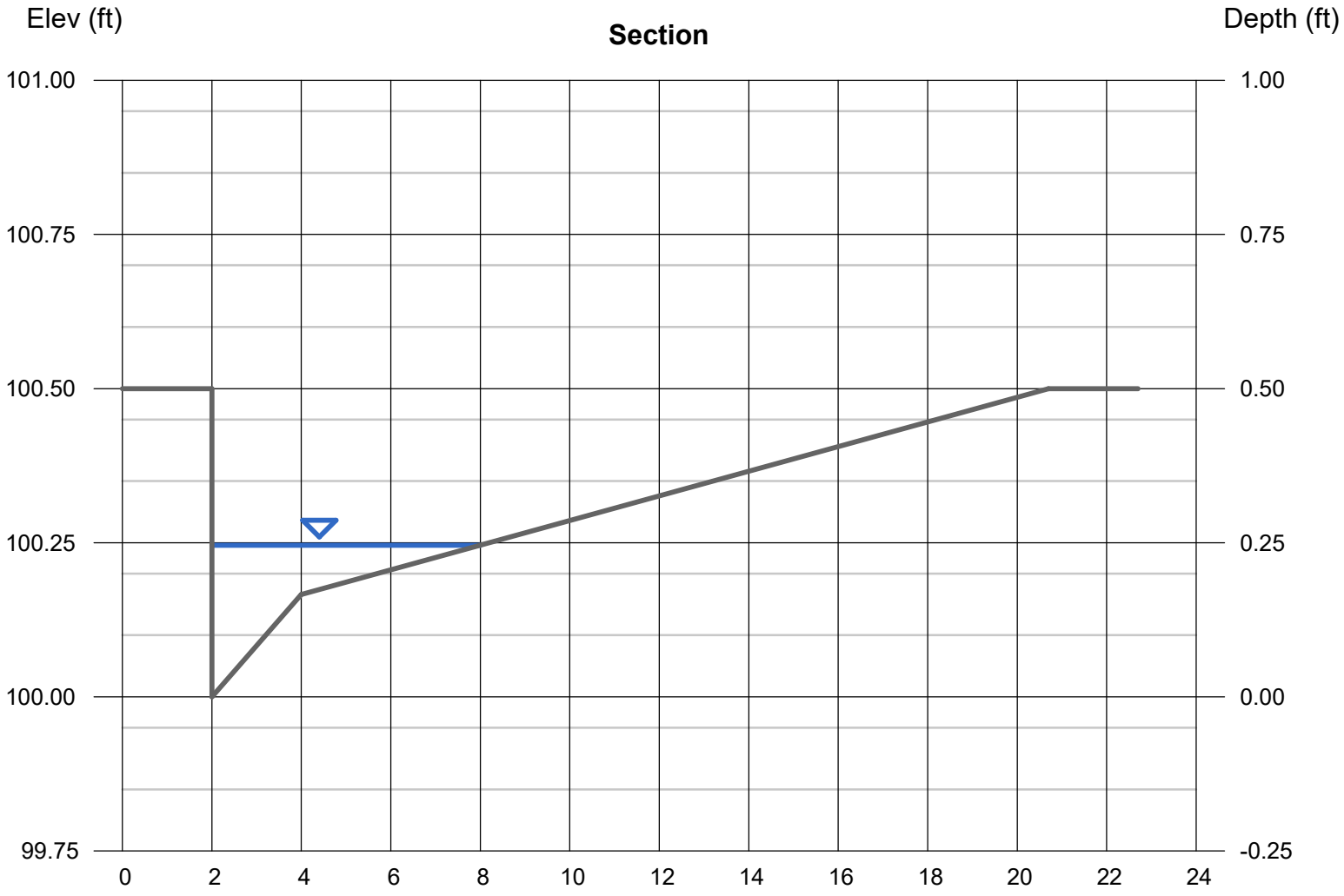
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.50
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 1.00

Highlighted

Depth (ft)	= 0.25
Q (cfs)	= 1.000
Area (sqft)	= 0.49
Velocity (ft/s)	= 2.06
Wetted Perim (ft)	= 6.25
Crit Depth, Yc (ft)	= 0.27
Spread Width (ft)	= 6.00
EGL (ft)	= 0.31



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

C1 DA Street Capacity 25-YEAR

Gutter

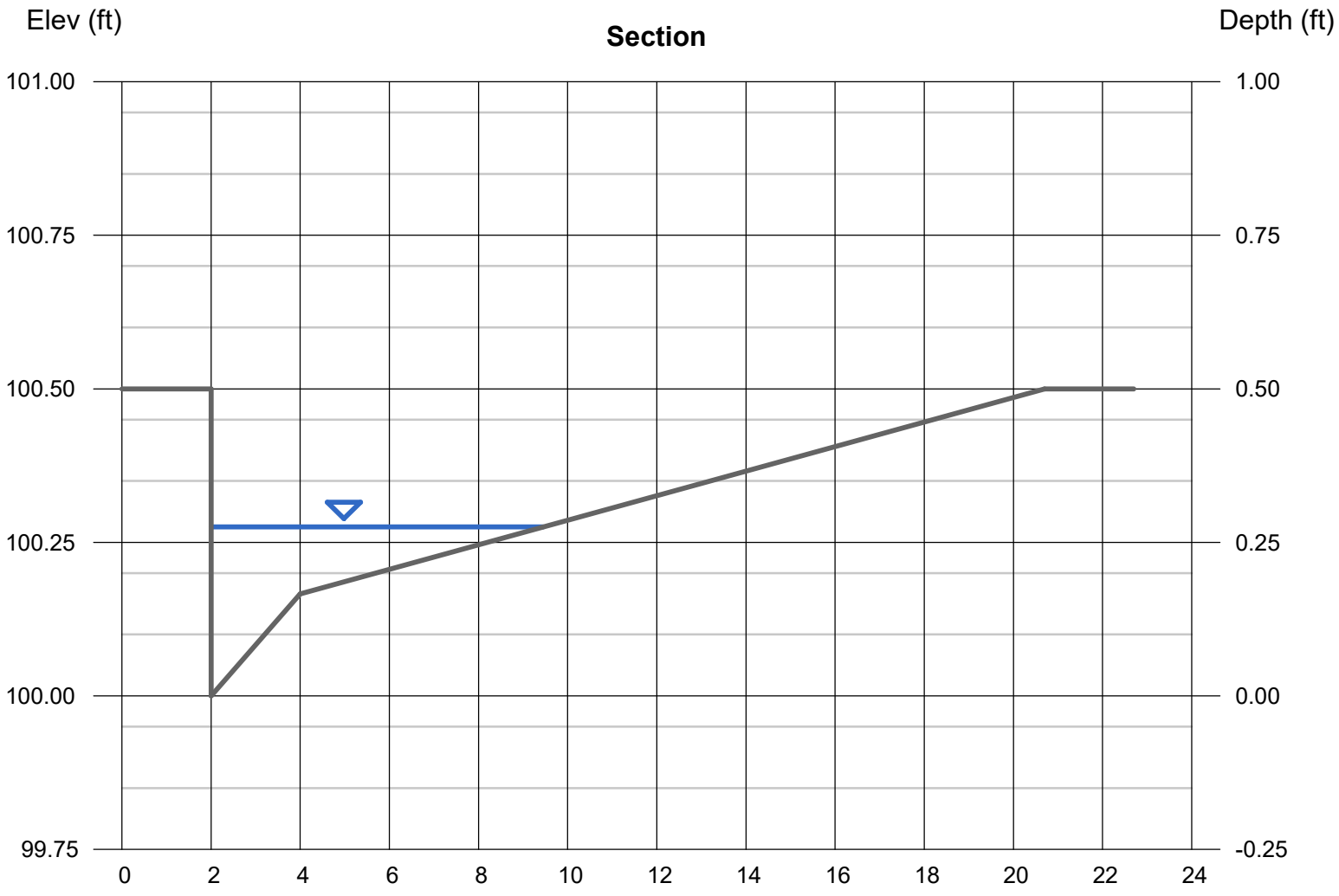
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.20
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.93

Highlighted

Depth (ft)	= 0.28
Q (cfs)	= 0.930
Area (sqft)	= 0.68
Velocity (ft/s)	= 1.37
Wetted Perim (ft)	= 7.73
Crit Depth, Yc (ft)	= 0.26
Spread Width (ft)	= 7.45
EGL (ft)	= 0.30



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

C4 DA Street Capacity 25-YEAR

Gutter

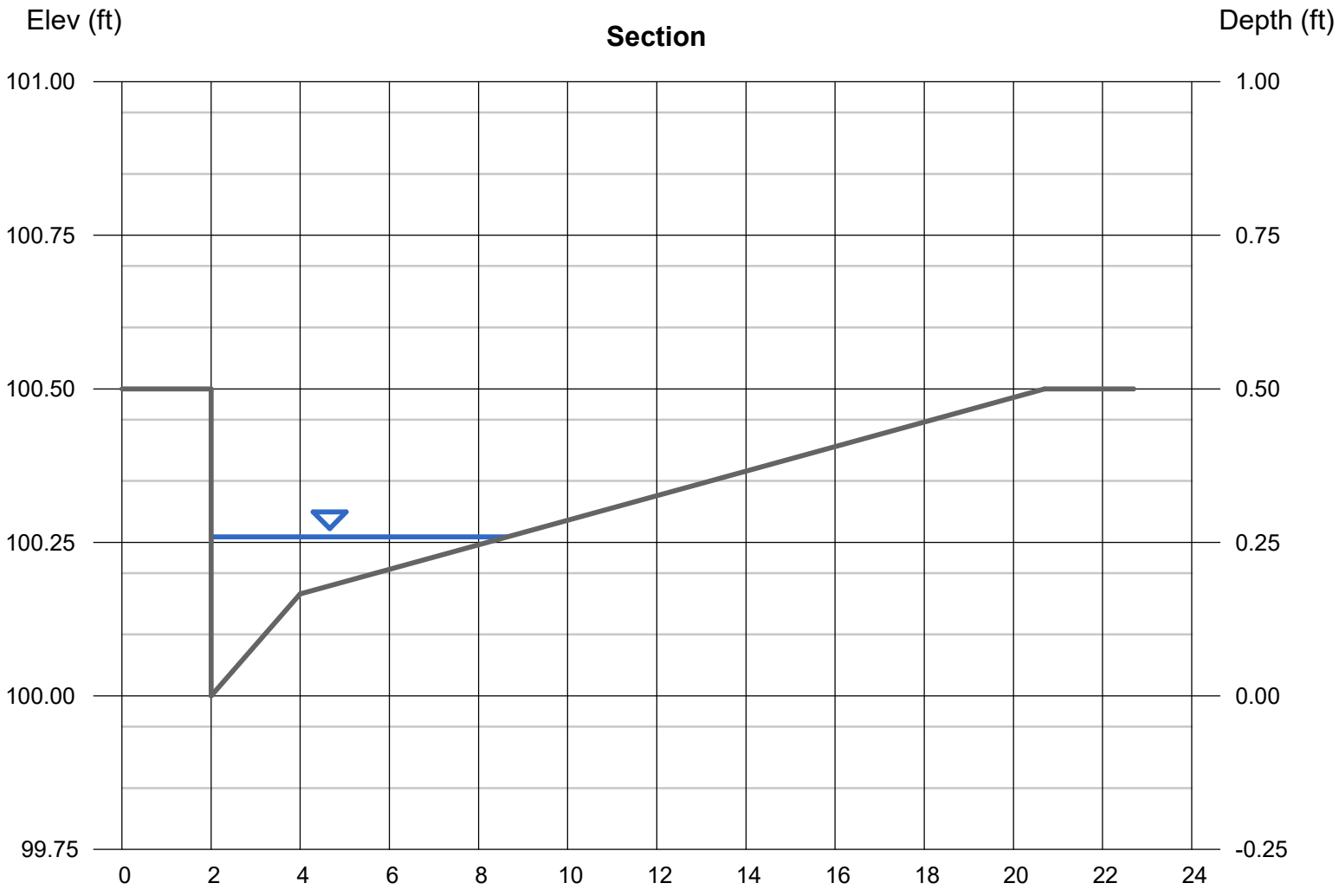
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.40
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 1.06

Highlighted

Depth (ft)	= 0.26
Q (cfs)	= 1.060
Area (sqft)	= 0.57
Velocity (ft/s)	= 1.87
Wetted Perim (ft)	= 6.92
Crit Depth, Yc (ft)	= 0.27
Spread Width (ft)	= 6.65
EGL (ft)	= 0.31



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

C3 DA Street Capacity 25-YEAR

Gutter

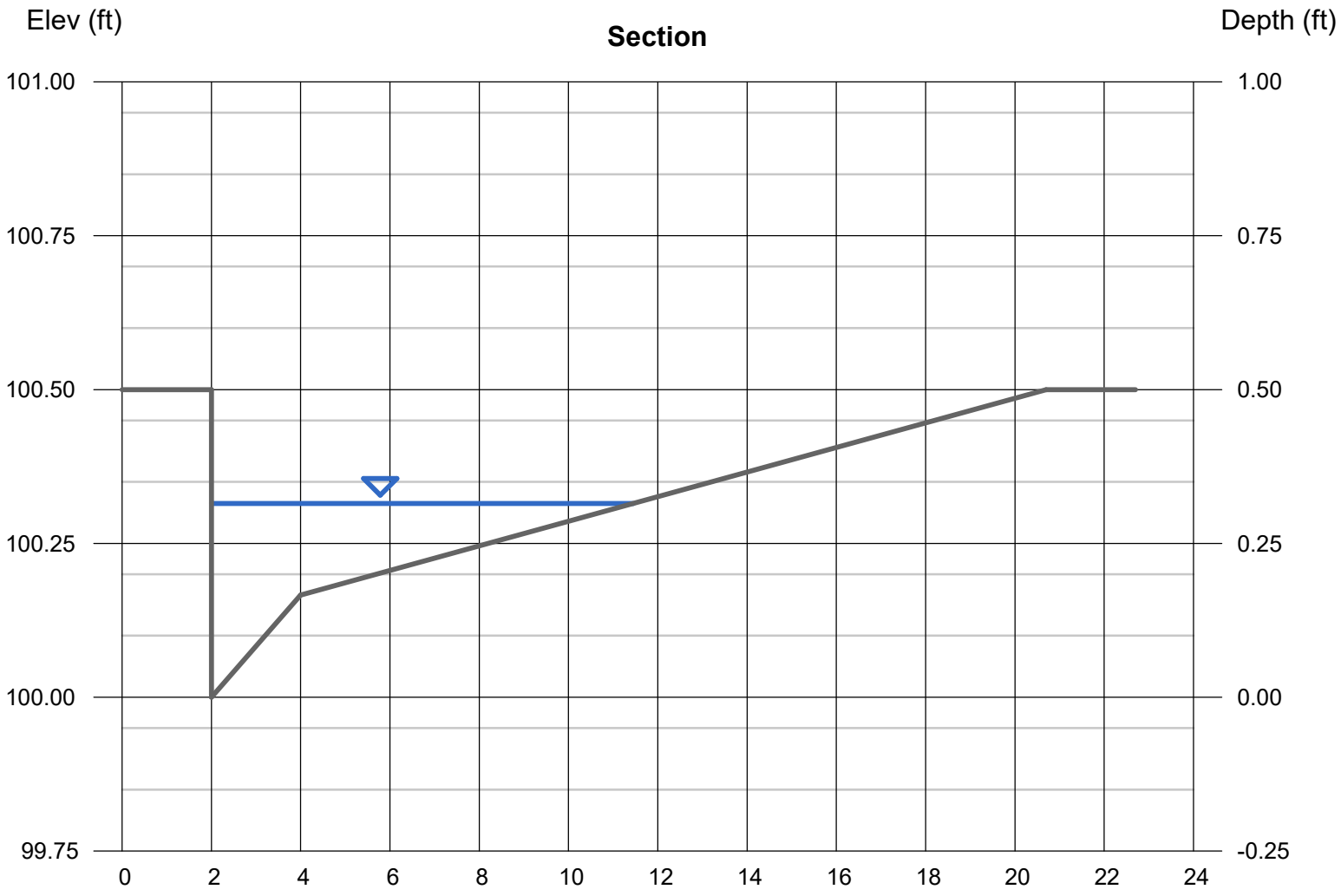
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.10
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 1.06

Highlighted

Depth (ft)	= 0.31
Q (cfs)	= 1.060
Area (sqft)	= 1.02
Velocity (ft/s)	= 1.04
Wetted Perim (ft)	= 9.77
Crit Depth, Yc (ft)	= 0.27
Spread Width (ft)	= 9.45
EGL (ft)	= 0.33



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

A9 DA Street Capacity 25-YEAR

Gutter

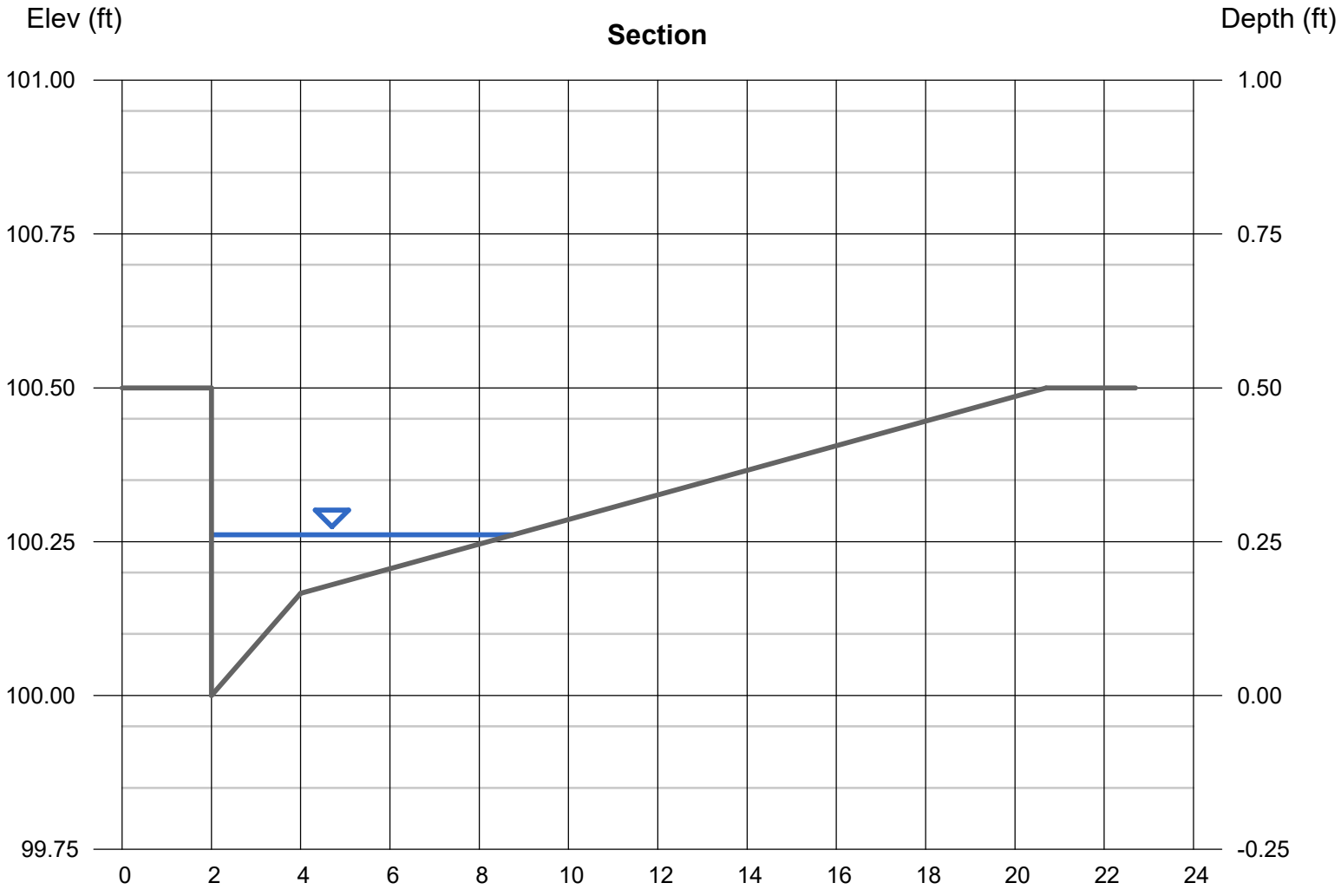
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.10
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.55

Highlighted

Depth (ft)	= 0.26
Q (cfs)	= 0.550
Area (sqft)	= 0.58
Velocity (ft/s)	= 0.95
Wetted Perim (ft)	= 7.02
Crit Depth, Yc (ft)	= 0.23
Spread Width (ft)	= 6.75
EGL (ft)	= 0.27



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

A10 DA Street Capacity 25-YEAR

Gutter

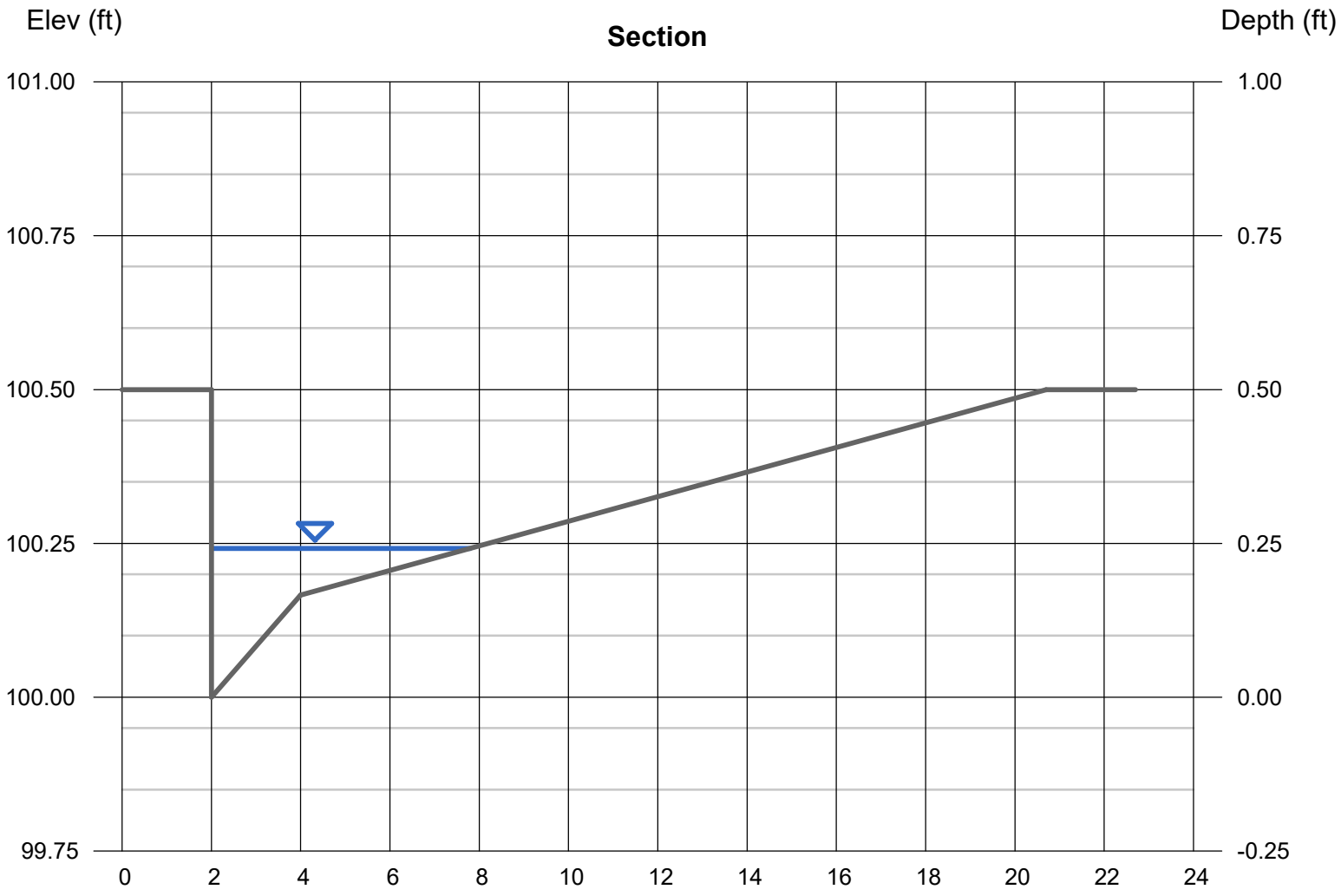
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.10
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.42

Highlighted

Depth (ft)	= 0.24
Q (cfs)	= 0.420
Area (sqft)	= 0.46
Velocity (ft/s)	= 0.91
Wetted Perim (ft)	= 6.05
Crit Depth, Yc (ft)	= 0.21
Spread Width (ft)	= 5.80
EGL (ft)	= 0.25



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

A7 DA Street Capacity 25-YEAR

Gutter

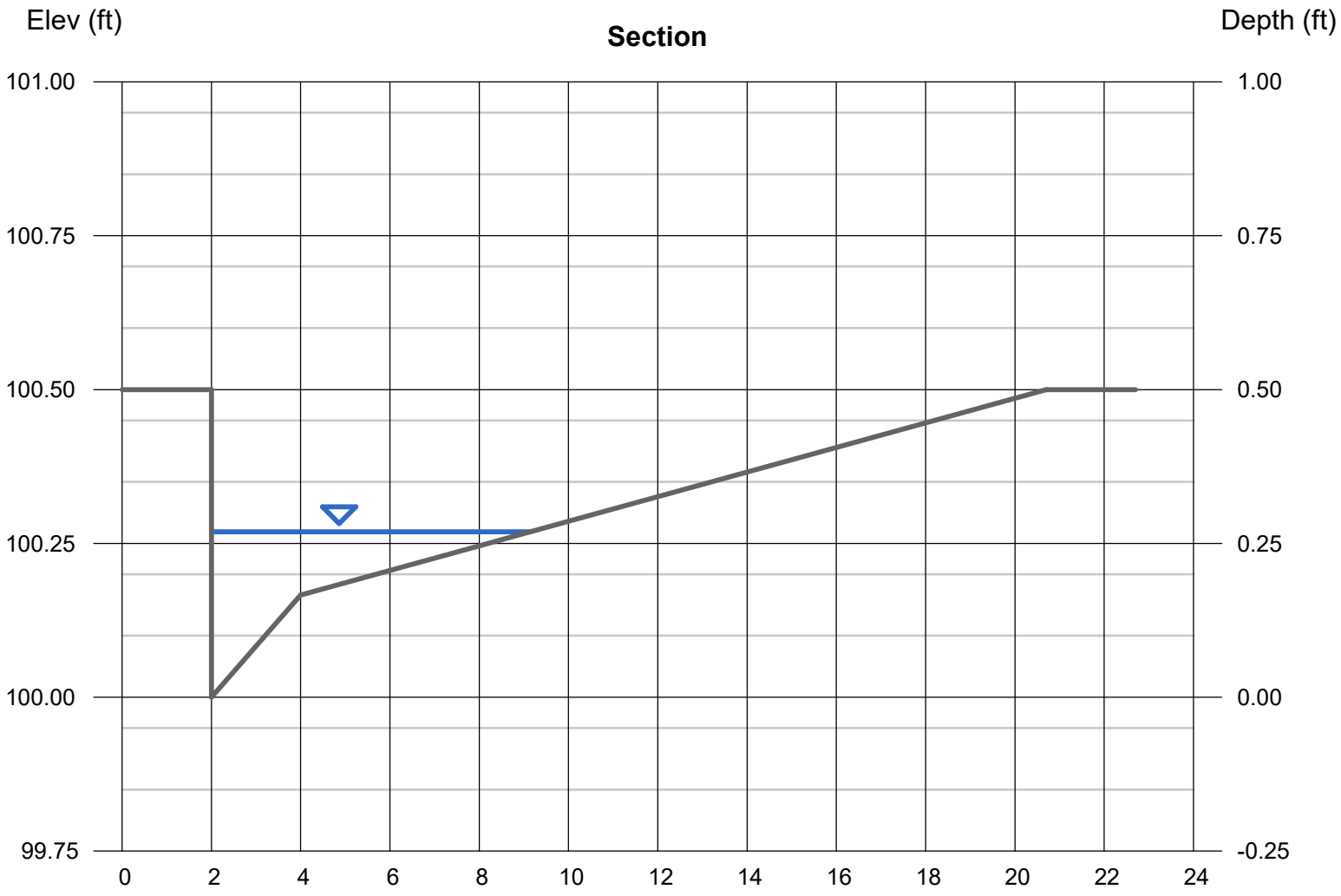
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.30
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 1.06

Highlighted

Depth (ft)	= 0.27
Q (cfs)	= 1.060
Area (sqft)	= 0.64
Velocity (ft/s)	= 1.66
Wetted Perim (ft)	= 7.43
Crit Depth, Yc (ft)	= 0.27
Spread Width (ft)	= 7.15
EGL (ft)	= 0.31



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

A8 DA Street Capacity 25-YEAR

Gutter

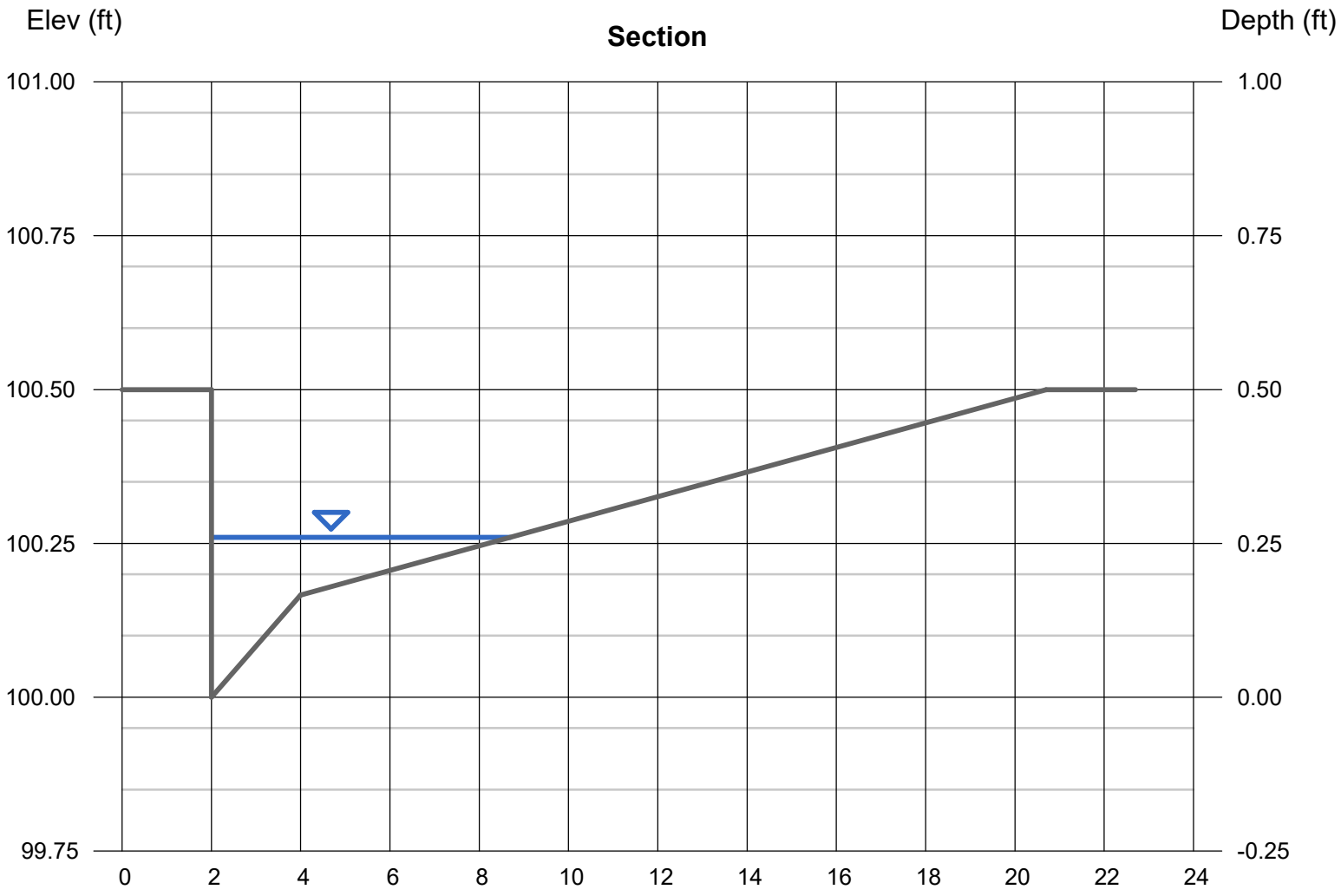
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.40
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 1.08

Highlighted

Depth (ft)	= 0.26
Q (cfs)	= 1.080
Area (sqft)	= 0.57
Velocity (ft/s)	= 1.88
Wetted Perim (ft)	= 6.97
Crit Depth, Yc (ft)	= 0.27
Spread Width (ft)	= 6.70
EGL (ft)	= 0.31



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

A11 DA Street Capacity 25-YEAR

Gutter

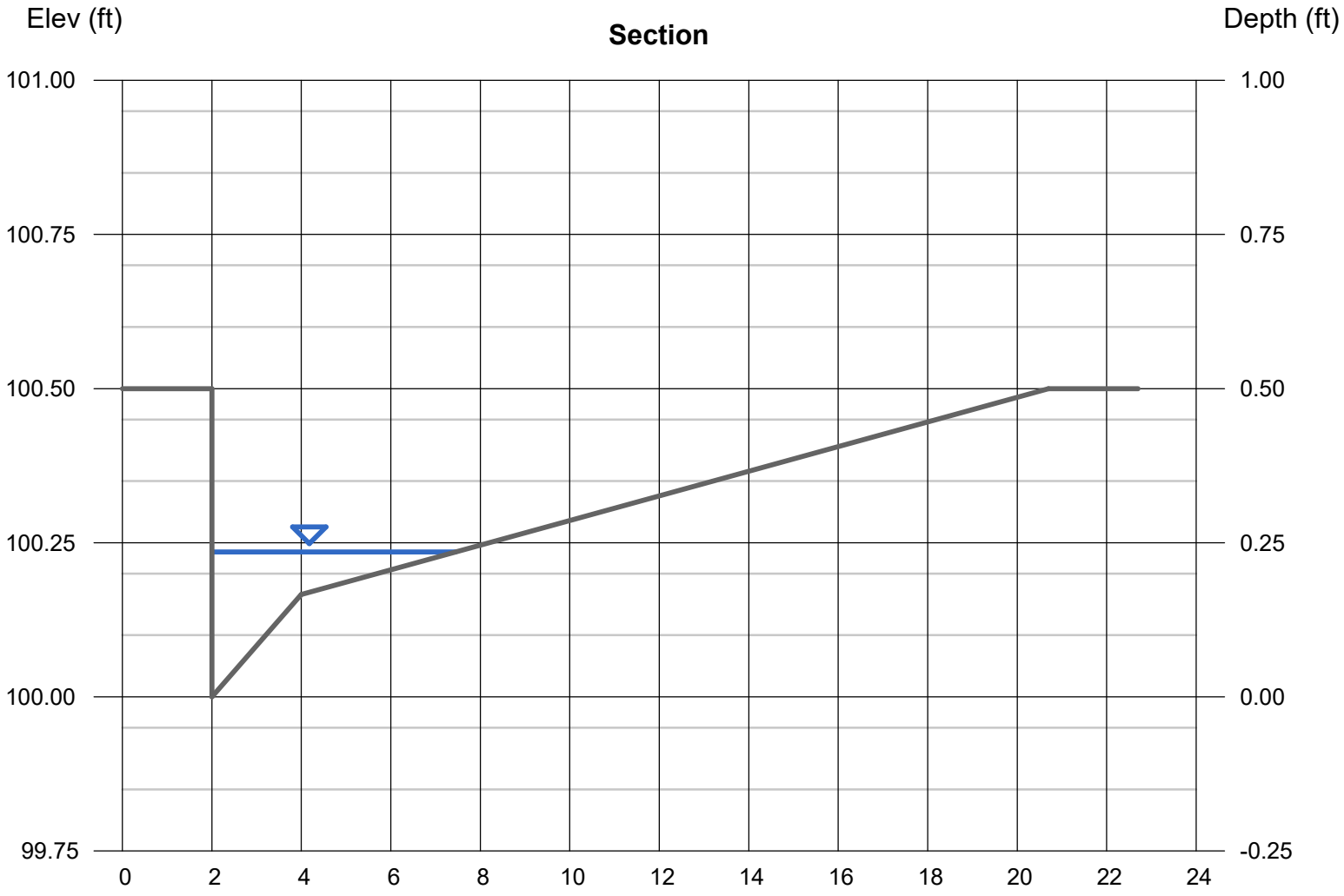
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.90
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 1.14

Highlighted

Depth (ft)	= 0.24
Q (cfs)	= 1.140
Area (sqft)	= 0.42
Velocity (ft/s)	= 2.69
Wetted Perim (ft)	= 5.69
Crit Depth, Yc (ft)	= 0.28
Spread Width (ft)	= 5.45
EGL (ft)	= 0.35



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

B5 DA Street Capacity 25-YEAR

Gutter

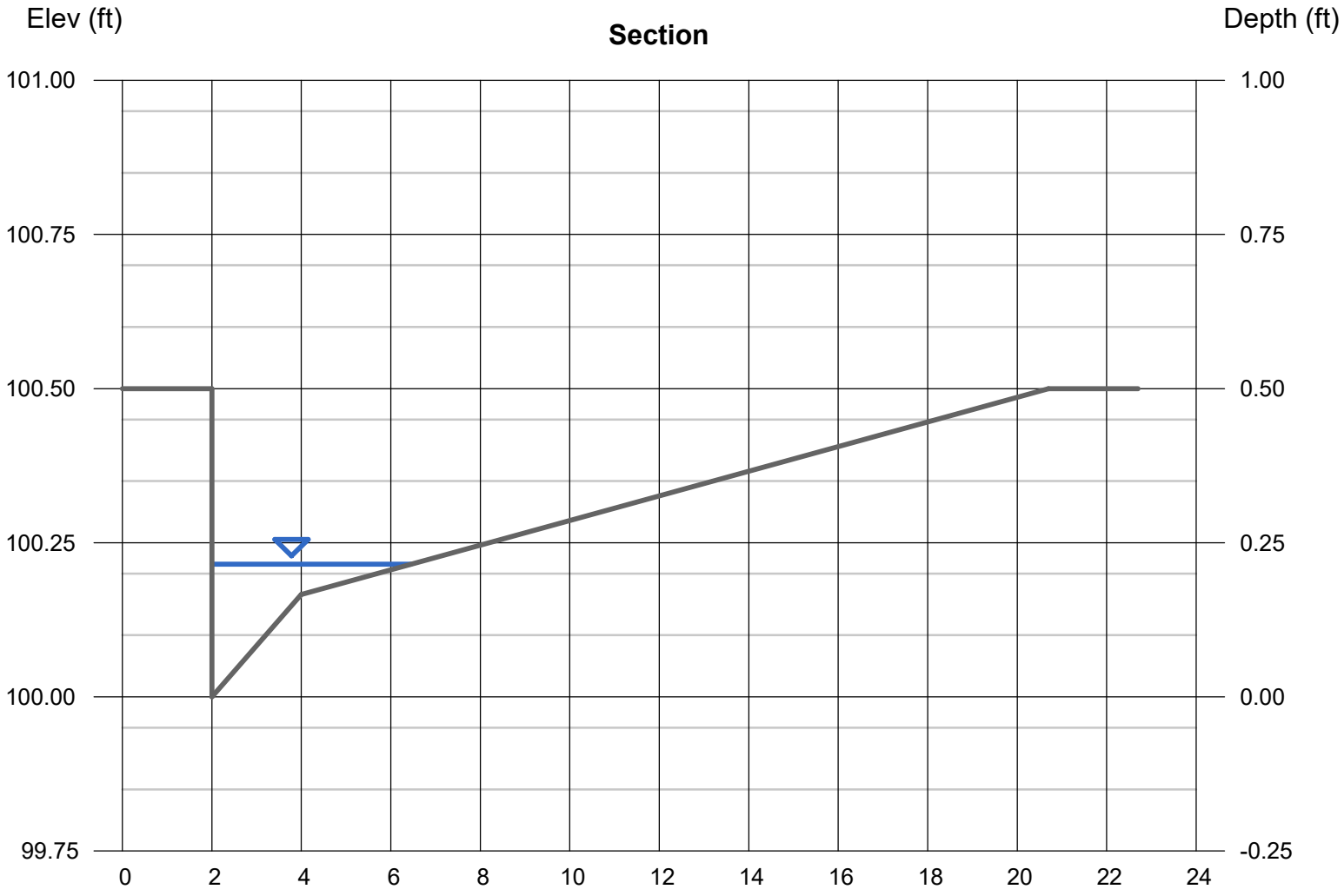
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 1.00
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.90

Highlighted

Depth (ft)	= 0.22
Q (cfs)	= 0.900
Area (sqft)	= 0.32
Velocity (ft/s)	= 2.78
Wetted Perim (ft)	= 4.67
Crit Depth, Yc (ft)	= 0.26
Spread Width (ft)	= 4.45
EGL (ft)	= 0.33



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

B6 DA Street Capacity 25-YEAR

Gutter

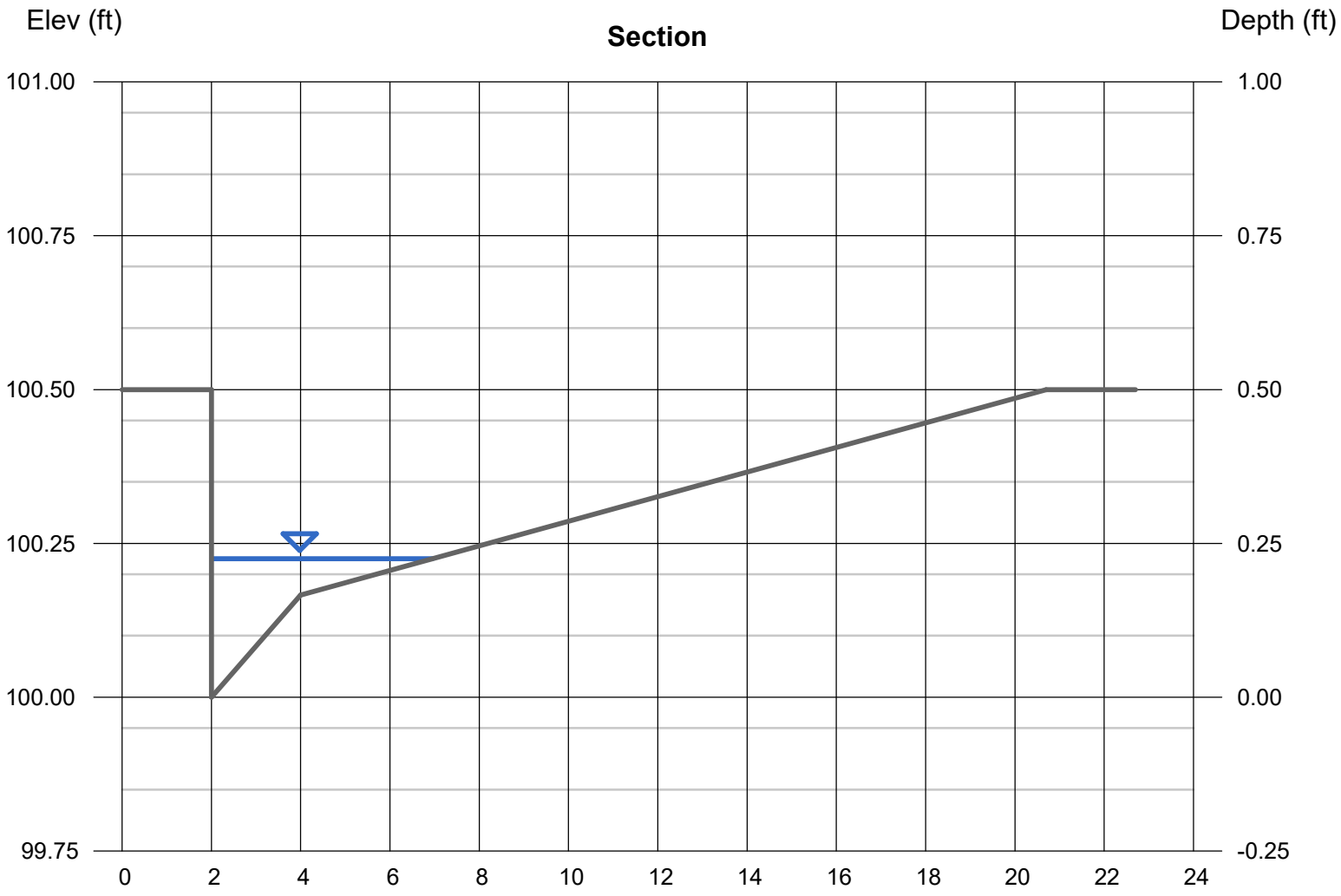
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 1.00
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 1.04

Highlighted

Depth (ft)	= 0.23
Q (cfs)	= 1.040
Area (sqft)	= 0.37
Velocity (ft/s)	= 2.80
Wetted Perim (ft)	= 5.18
Crit Depth, Yc (ft)	= 0.27
Spread Width (ft)	= 4.95
EGL (ft)	= 0.35



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

D2 DA Street Capacity 25-YEAR

Gutter

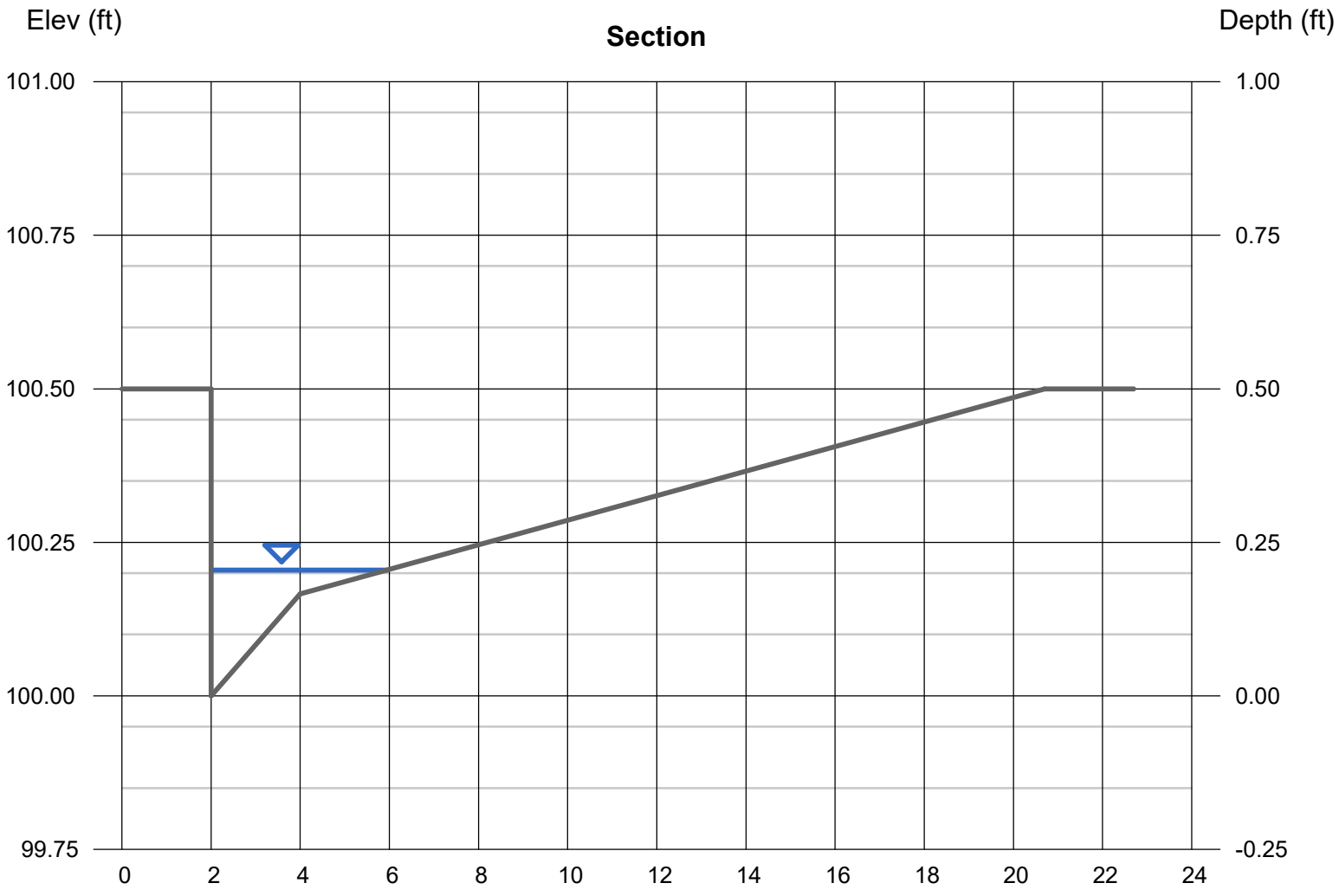
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.50
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.55

Highlighted

Depth (ft)	= 0.21
Q (cfs)	= 0.550
Area (sqft)	= 0.28
Velocity (ft/s)	= 1.95
Wetted Perim (ft)	= 4.16
Crit Depth, Yc (ft)	= 0.23
Spread Width (ft)	= 3.95
EGL (ft)	= 0.26



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

D1 DA Street Capacity 25-YEAR

Gutter

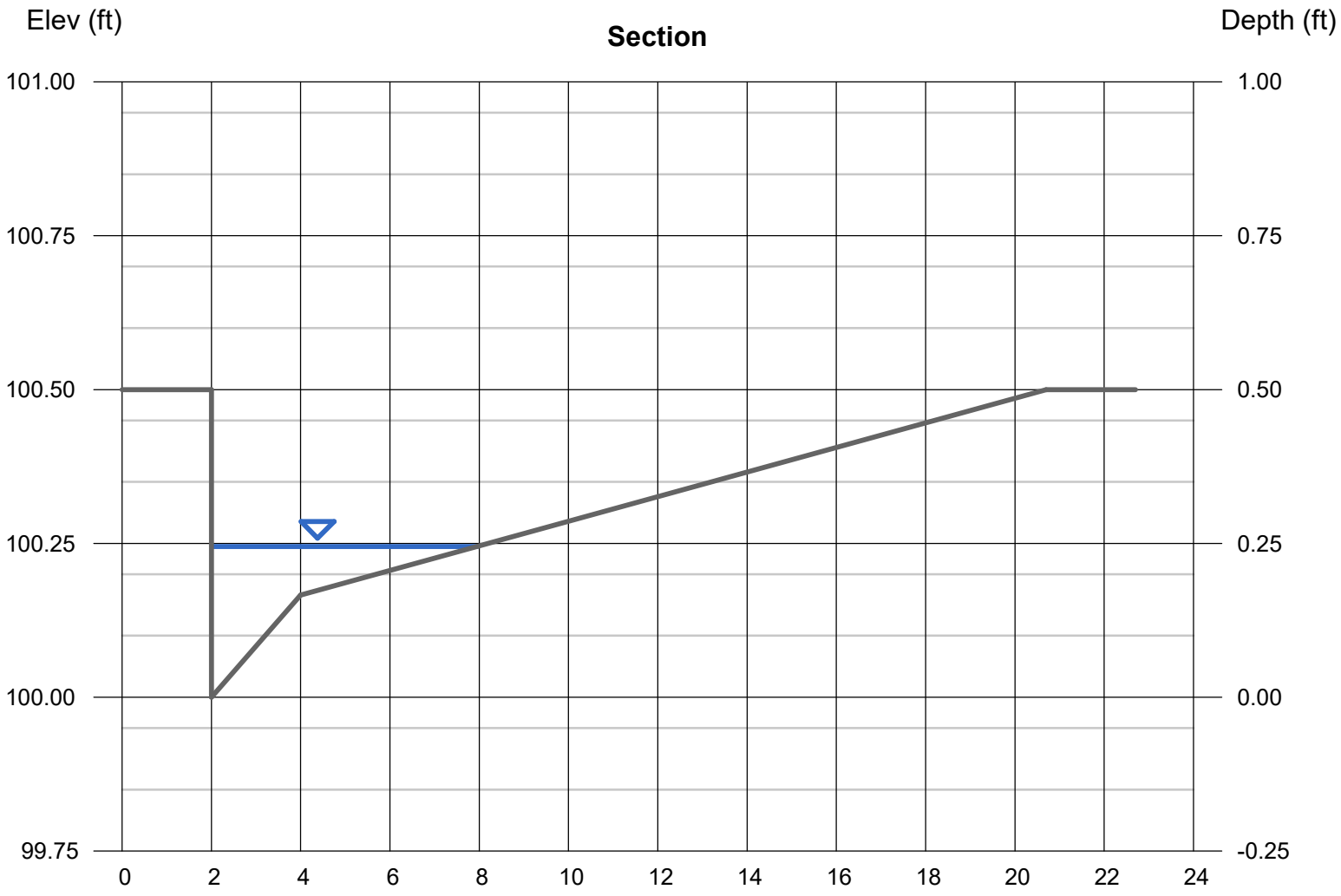
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.10
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.44

Highlighted

Depth (ft)	= 0.25
Q (cfs)	= 0.440
Area (sqft)	= 0.48
Velocity (ft/s)	= 0.92
Wetted Perim (ft)	= 6.20
Crit Depth, Yc (ft)	= 0.21
Spread Width (ft)	= 5.95
EGL (ft)	= 0.26



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

B3 DA Street Capacity 25-YEAR

Gutter

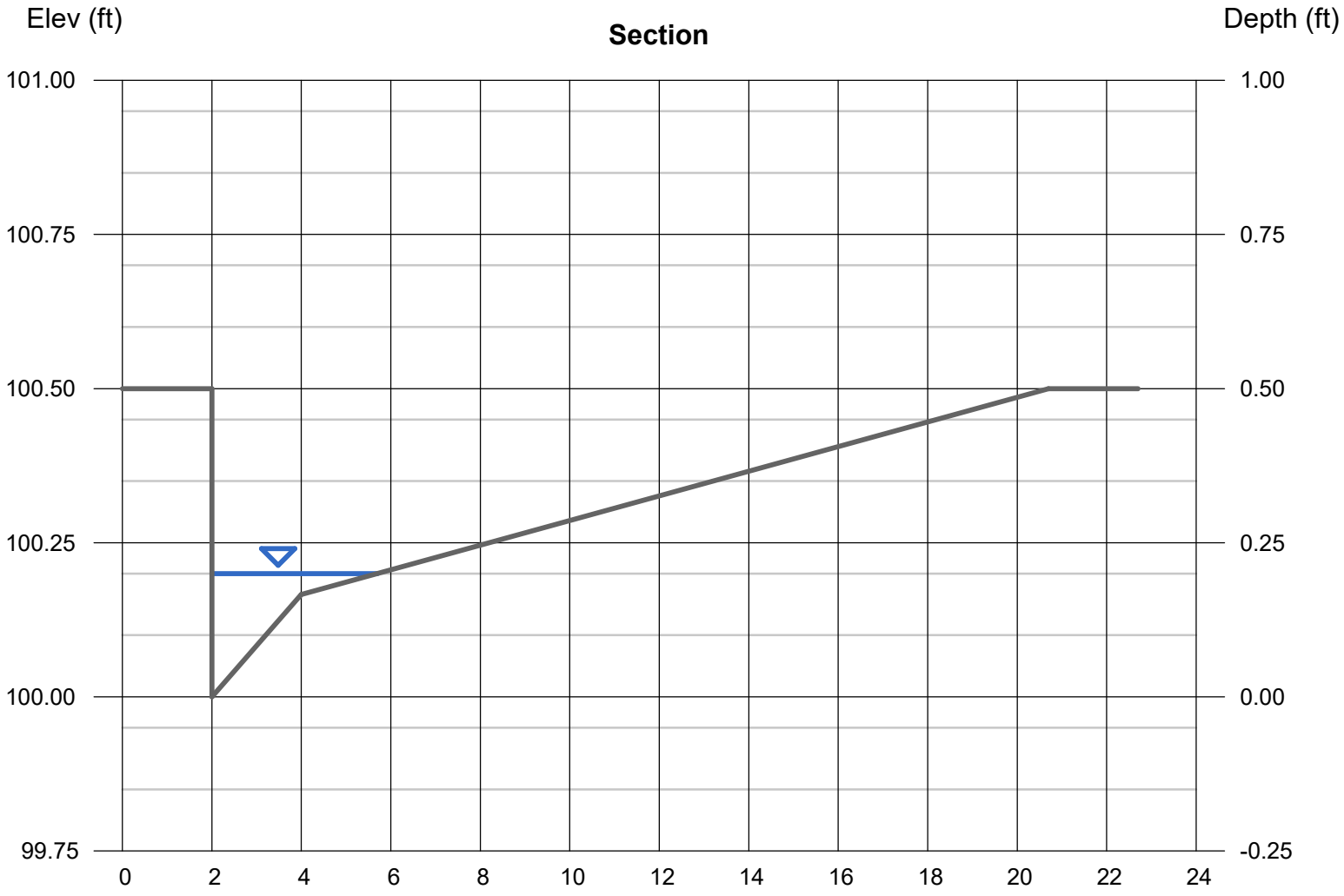
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 1.00
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.72

Highlighted

Depth (ft)	= 0.20
Q (cfs)	= 0.720
Area (sqft)	= 0.26
Velocity (ft/s)	= 2.74
Wetted Perim (ft)	= 3.91
Crit Depth, Yc (ft)	= 0.25
Spread Width (ft)	= 3.70
EGL (ft)	= 0.32



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

B4 DA Street Capacity 25-YEAR

Gutter

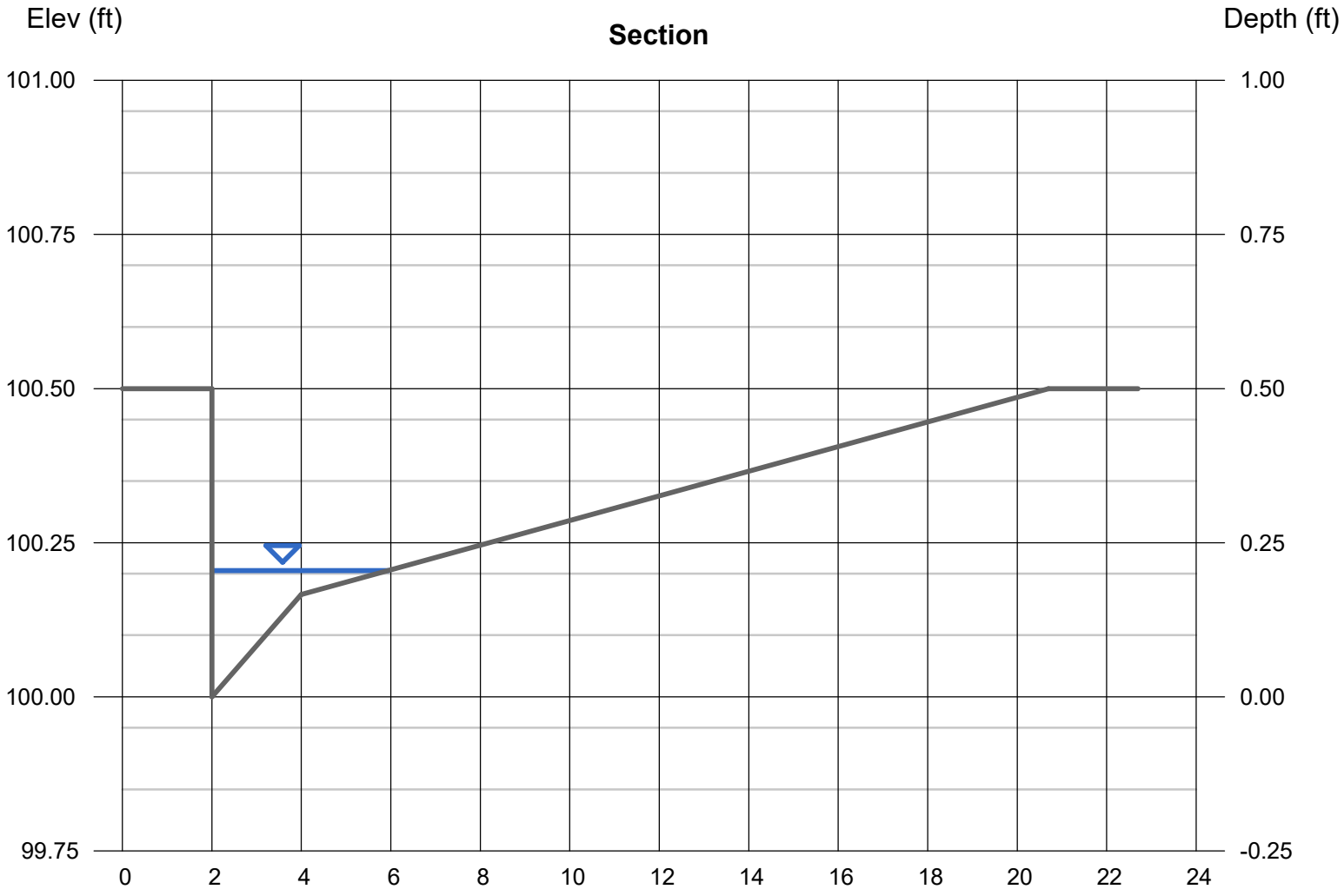
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 1.00
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.78

Highlighted

Depth (ft)	= 0.21
Q (cfs)	= 0.780
Area (sqft)	= 0.28
Velocity (ft/s)	= 2.77
Wetted Perim (ft)	= 4.16
Crit Depth, Yc (ft)	= 0.25
Spread Width (ft)	= 3.95
EGL (ft)	= 0.32



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

B2 DA Street Capacity 25-YEAR

Gutter

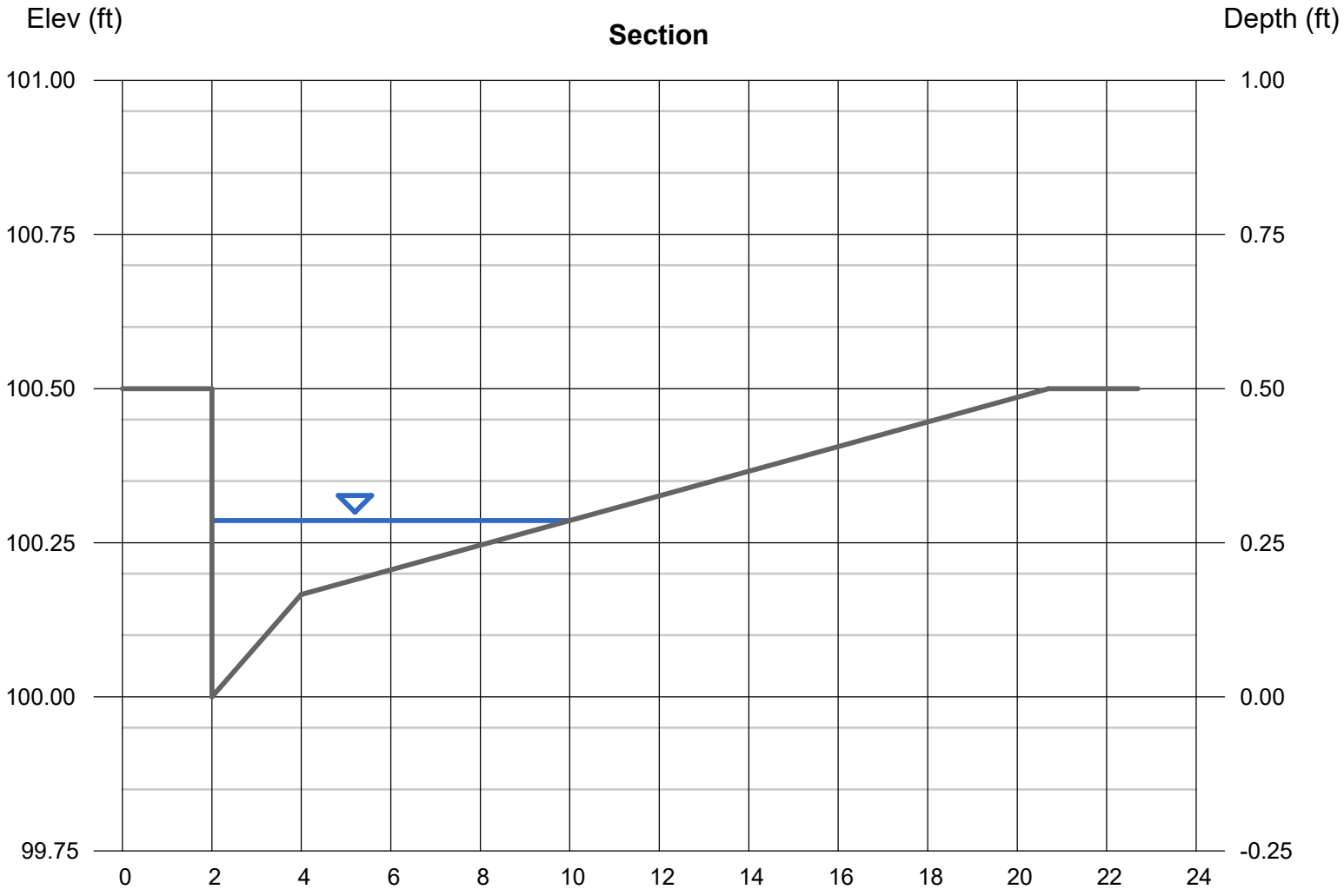
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.10
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.76

Highlighted

Depth (ft)	= 0.29
Q (cfs)	= 0.760
Area (sqft)	= 0.77
Velocity (ft/s)	= 0.99
Wetted Perim (ft)	= 8.29
Crit Depth, Yc (ft)	= 0.25
Spread Width (ft)	= 8.00
EGL (ft)	= 0.30



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Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

B1 DA Street Capacity 25-YEAR

Gutter

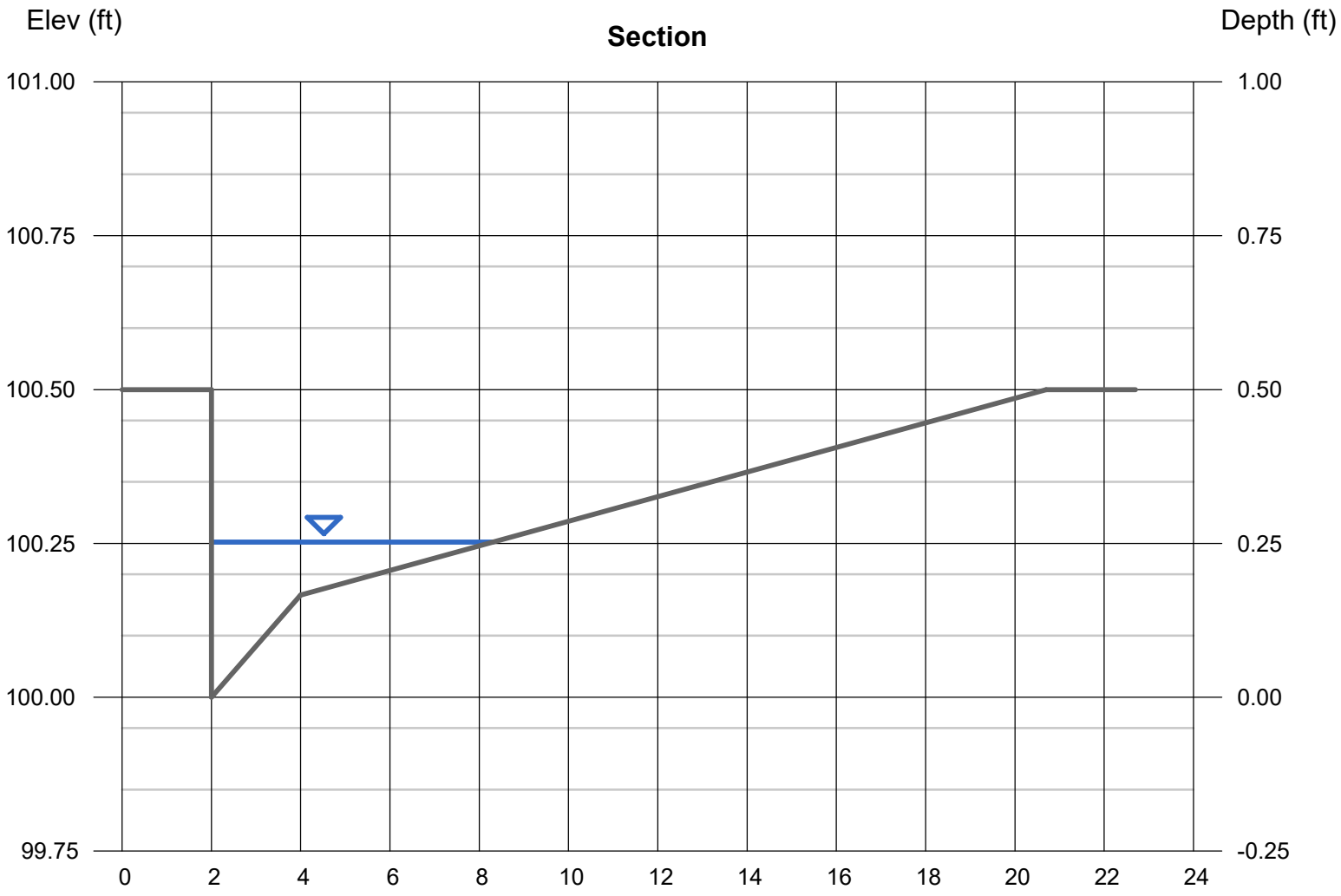
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.30
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.84

Highlighted

Depth (ft)	= 0.25
Q (cfs)	= 0.840
Area (sqft)	= 0.52
Velocity (ft/s)	= 1.61
Wetted Perim (ft)	= 6.56
Crit Depth, Yc (ft)	= 0.26
Spread Width (ft)	= 6.30
EGL (ft)	= 0.29



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Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

A6 DA Street Capacity 25-YEAR

Gutter

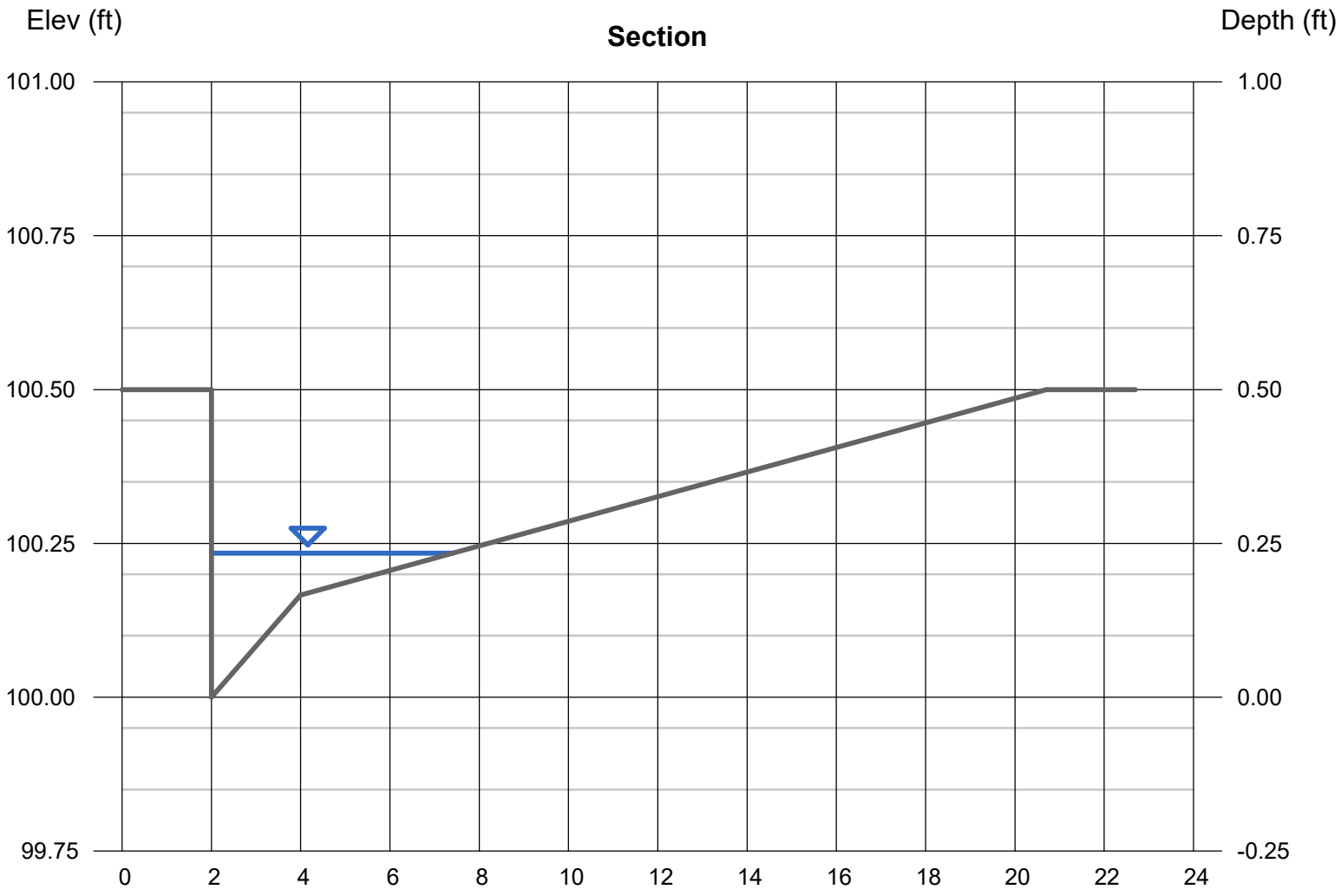
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.80
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 1.07

Highlighted

Depth (ft)	= 0.23
Q (cfs)	= 1.070
Area (sqft)	= 0.42
Velocity (ft/s)	= 2.56
Wetted Perim (ft)	= 5.64
Crit Depth, Yc (ft)	= 0.27
Spread Width (ft)	= 5.40
EGL (ft)	= 0.34



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Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

A5 DA Street Capacity 25-YEAR

Gutter

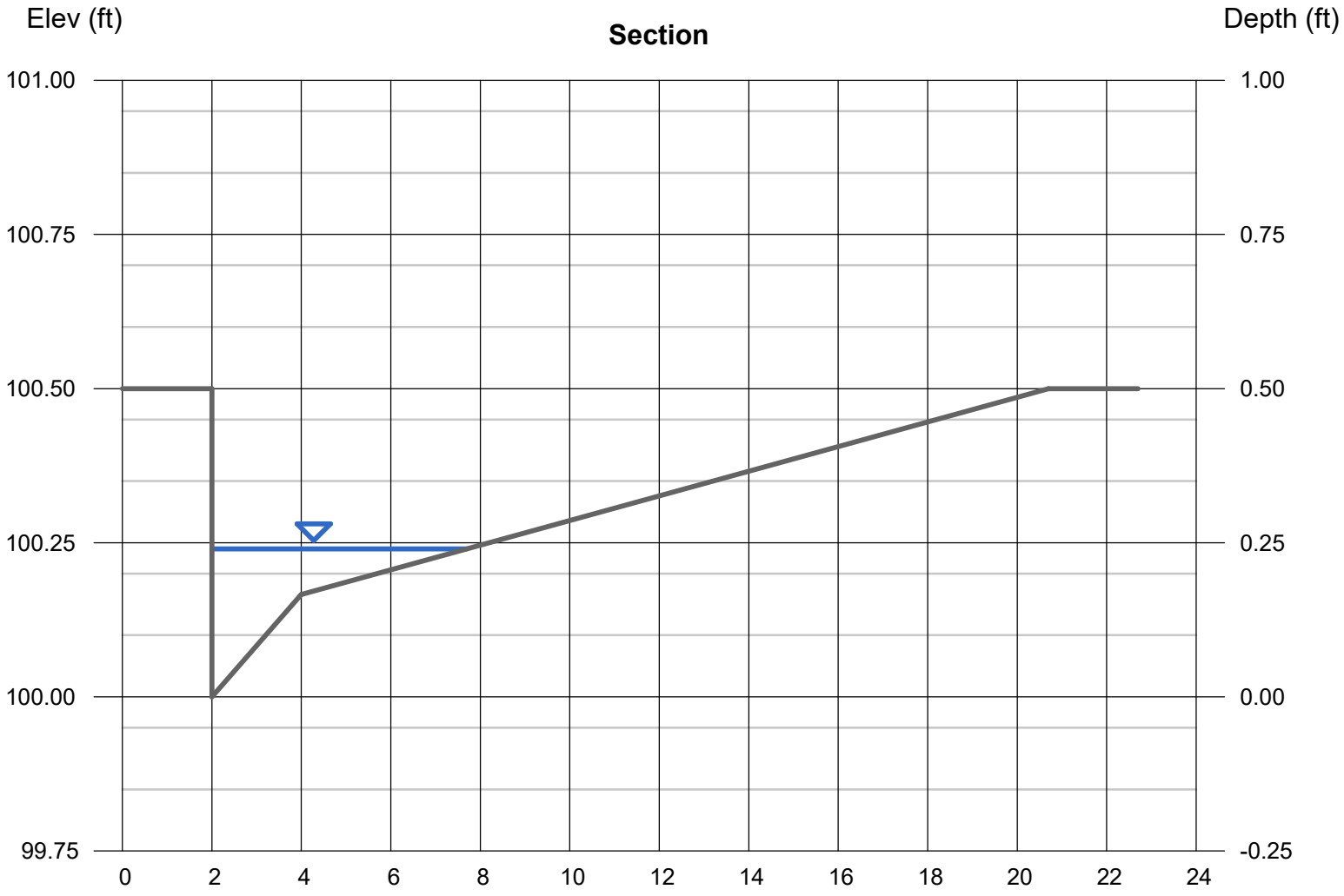
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.80
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 1.16

Highlighted

Depth (ft)	= 0.24
Q (cfs)	= 1.160
Area (sqft)	= 0.45
Velocity (ft/s)	= 2.57
Wetted Perim (ft)	= 5.95
Crit Depth, Yc (ft)	= 0.28
Spread Width (ft)	= 5.70
EGL (ft)	= 0.34



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

A3 DA Street Capacity 25-YEAR

Gutter

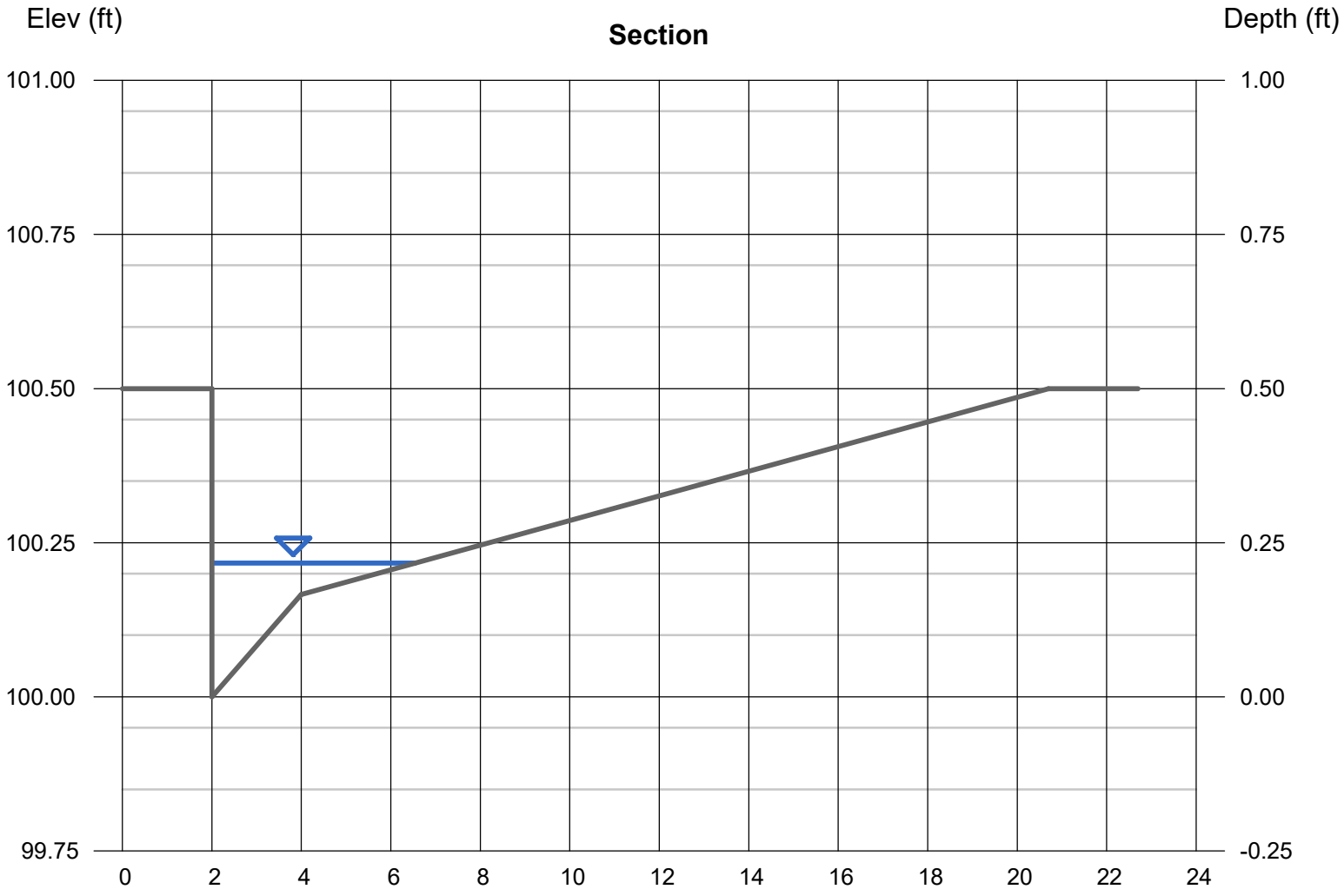
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 1.10
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.98

Highlighted

Depth (ft)	= 0.22
Q (cfs)	= 0.980
Area (sqft)	= 0.33
Velocity (ft/s)	= 2.94
Wetted Perim (ft)	= 4.77
Crit Depth, Yc (ft)	= 0.27
Spread Width (ft)	= 4.55
EGL (ft)	= 0.35



Channel Report

A4 DA Street Capacity 25-YEAR

Gutter

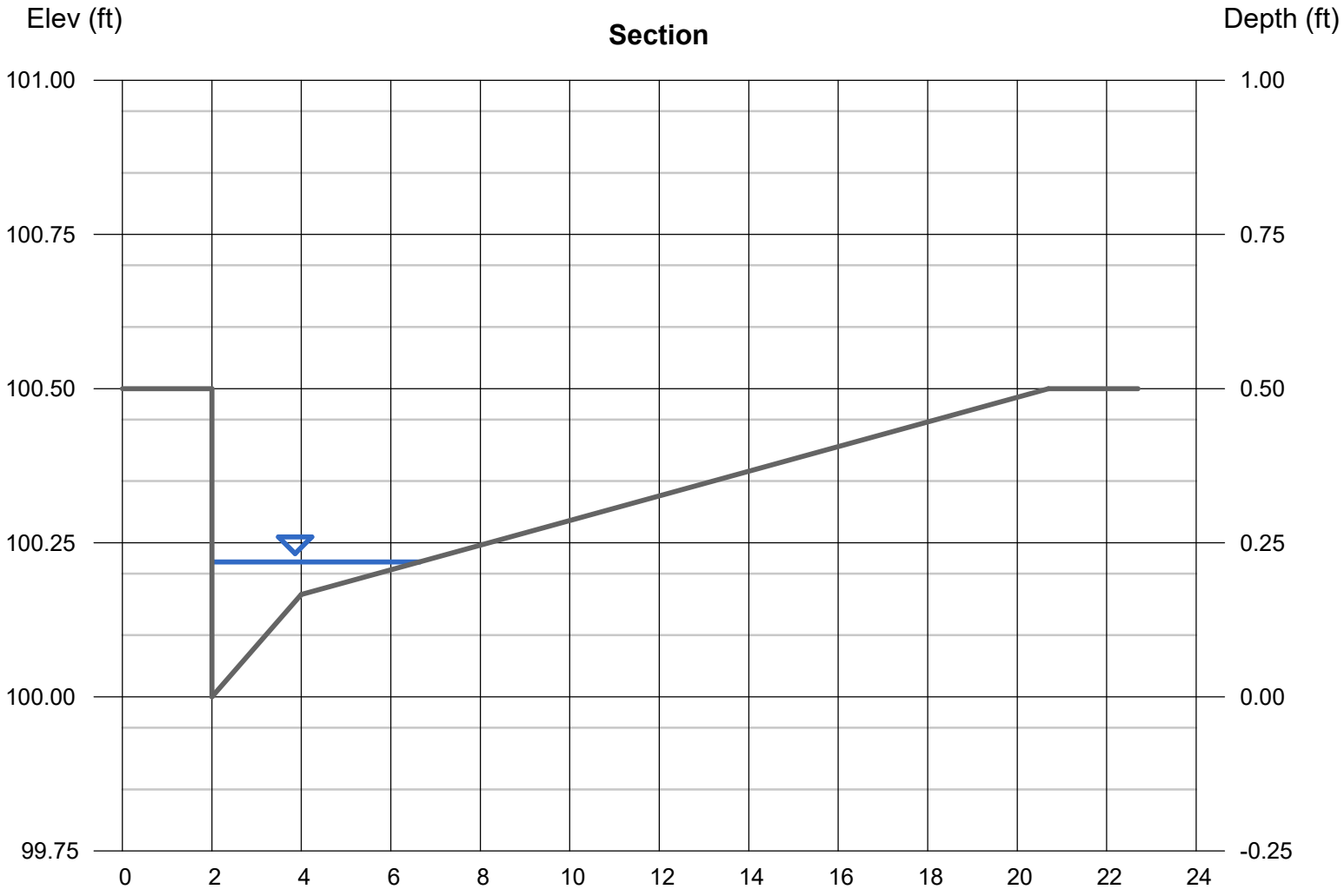
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 1.00
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.95

Highlighted

Depth (ft)	= 0.22
Q (cfs)	= 0.950
Area (sqft)	= 0.34
Velocity (ft/s)	= 2.78
Wetted Perim (ft)	= 4.88
Crit Depth, Yc (ft)	= 0.26
Spread Width (ft)	= 4.65
EGL (ft)	= 0.34



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

A2 DA Street Capacity 25-YEAR

Gutter

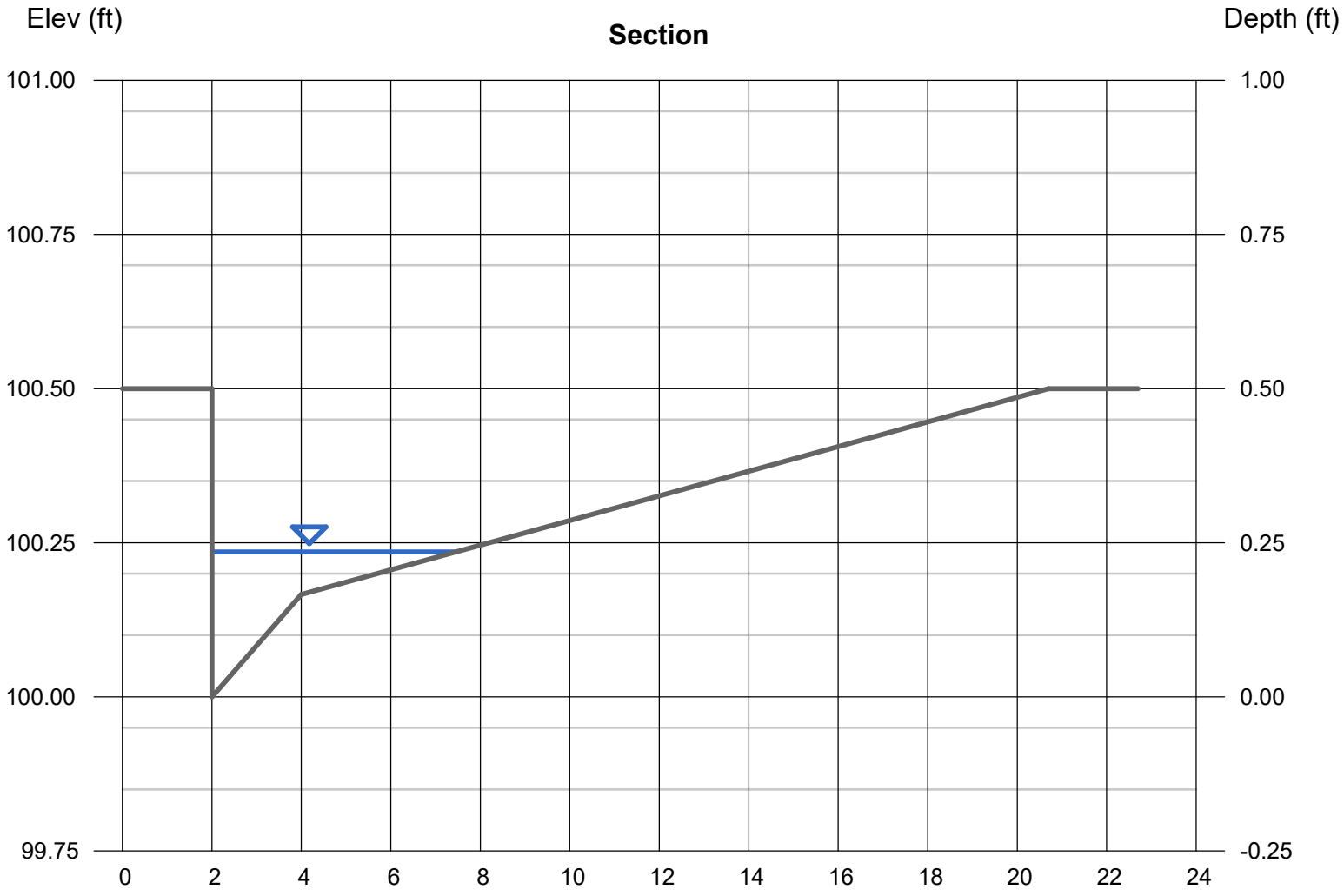
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.60
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.93

Highlighted

Depth (ft)	= 0.24
Q (cfs)	= 0.930
Area (sqft)	= 0.42
Velocity (ft/s)	= 2.20
Wetted Perim (ft)	= 5.69
Crit Depth, Yc (ft)	= 0.26
Spread Width (ft)	= 5.45
EGL (ft)	= 0.31



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

A1 DA Street Capacity 25-YEAR

Gutter

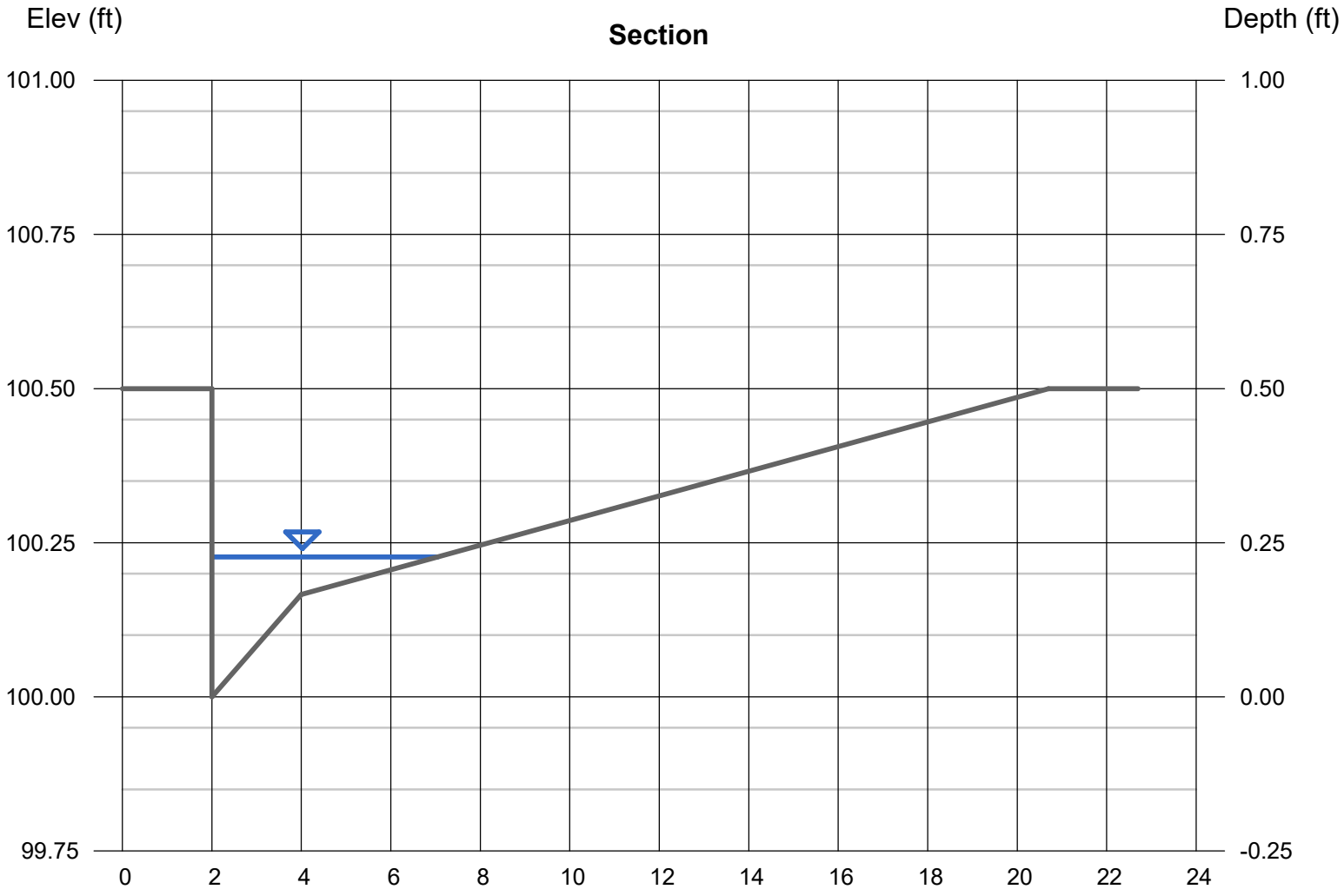
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.30
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.59

Highlighted

Depth (ft)	= 0.23
Q (cfs)	= 0.590
Area (sqft)	= 0.38
Velocity (ft/s)	= 1.55
Wetted Perim (ft)	= 5.28
Crit Depth, Yc (ft)	= 0.23
Spread Width (ft)	= 5.05
EGL (ft)	= 0.26



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

H3 DA Street Capacity 25-YEAR

Gutter

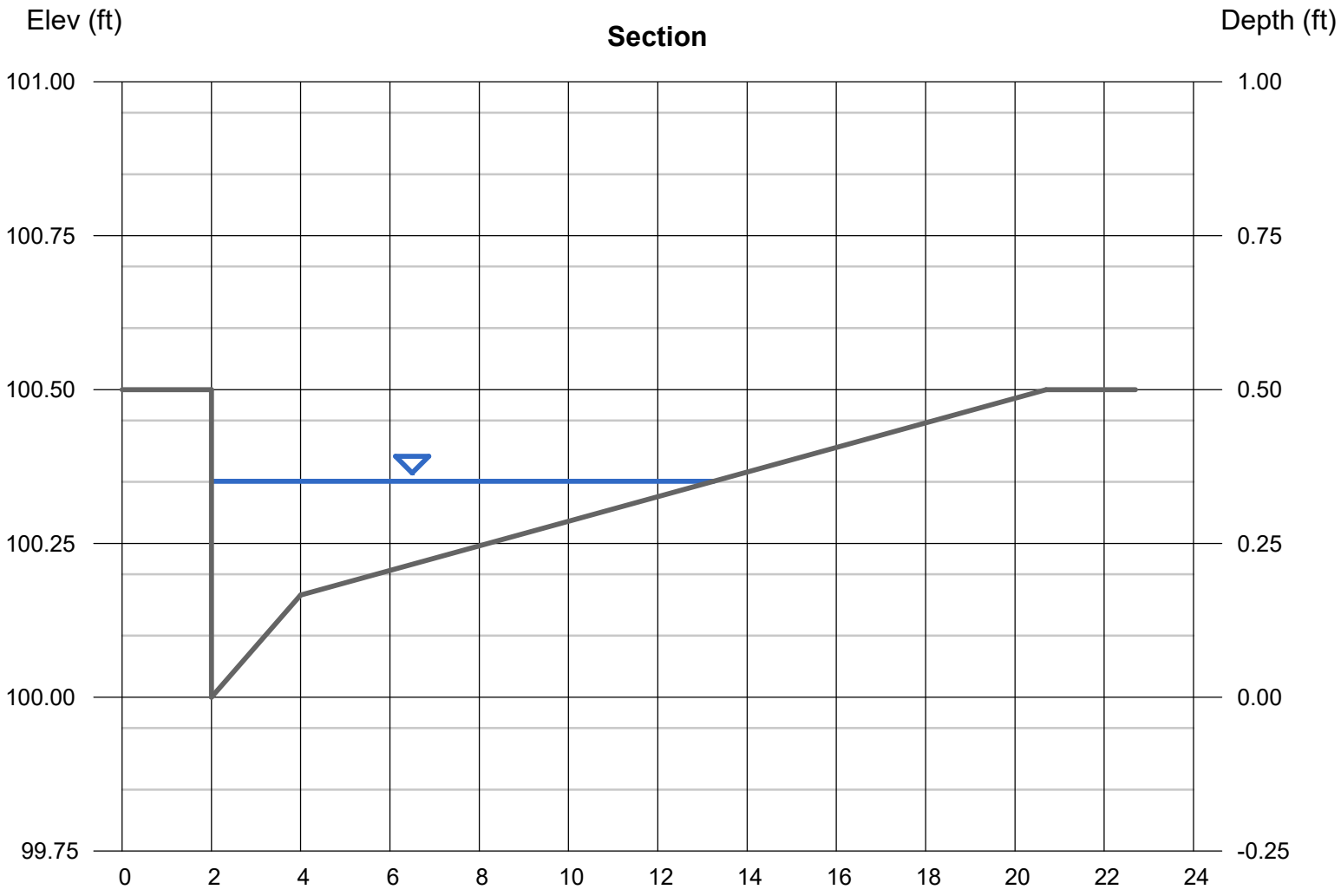
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.20
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 2.22

Highlighted

Depth (ft)	= 0.35
Q (cfs)	= 2.220
Area (sqft)	= 1.39
Velocity (ft/s)	= 1.60
Wetted Perim (ft)	= 11.61
Crit Depth, Yc (ft)	= 0.33
Spread Width (ft)	= 11.25
EGL (ft)	= 0.39



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

H4 DA Street Capacity 25-YEAR

Gutter

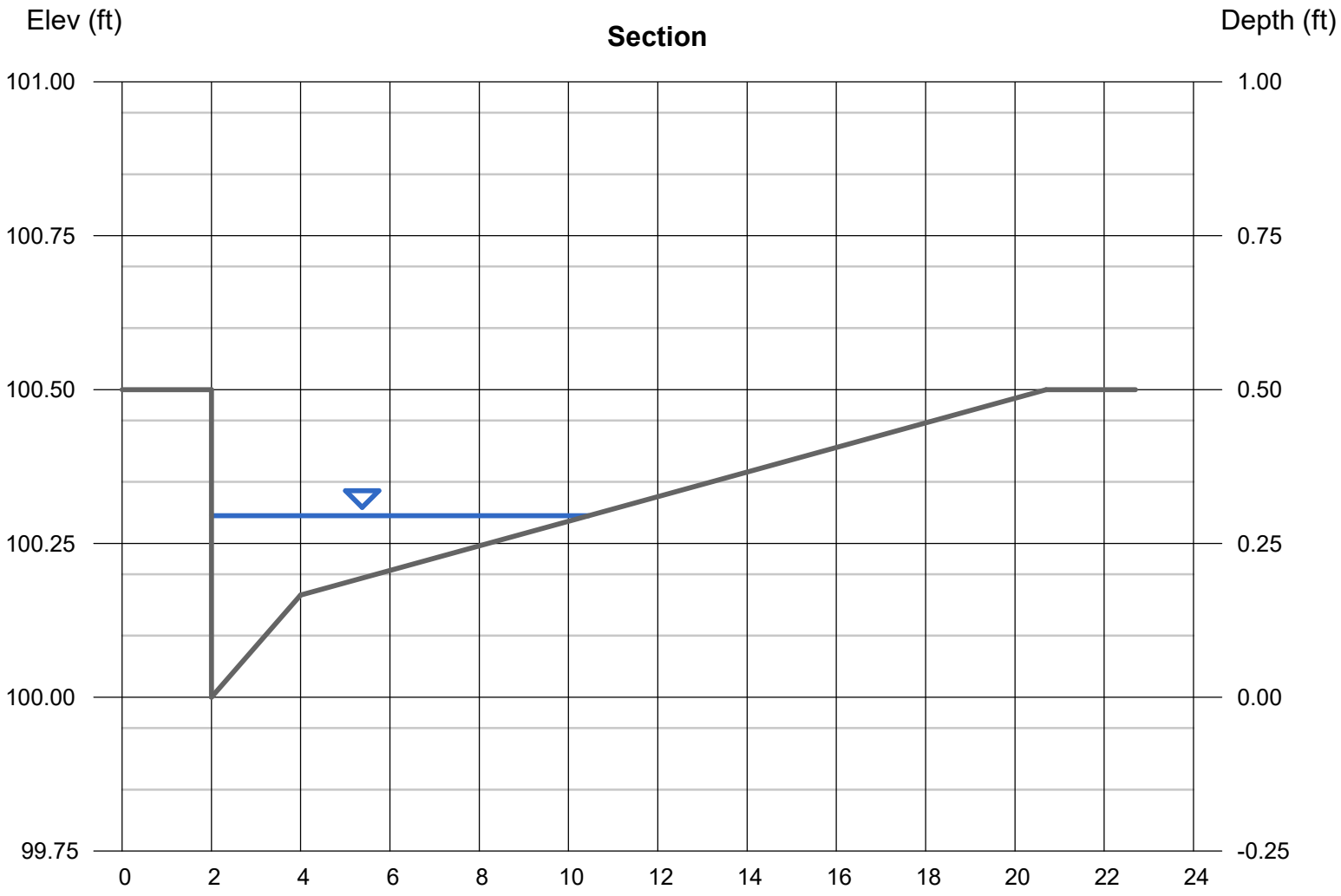
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.60
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 2.07

Highlighted

Depth (ft)	= 0.29
Q (cfs)	= 2.070
Area (sqft)	= 0.84
Velocity (ft/s)	= 2.46
Wetted Perim (ft)	= 8.75
Crit Depth, Yc (ft)	= 0.33
Spread Width (ft)	= 8.45
EGL (ft)	= 0.39



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

H1 DA Street Capacity 25-YEAR

Gutter

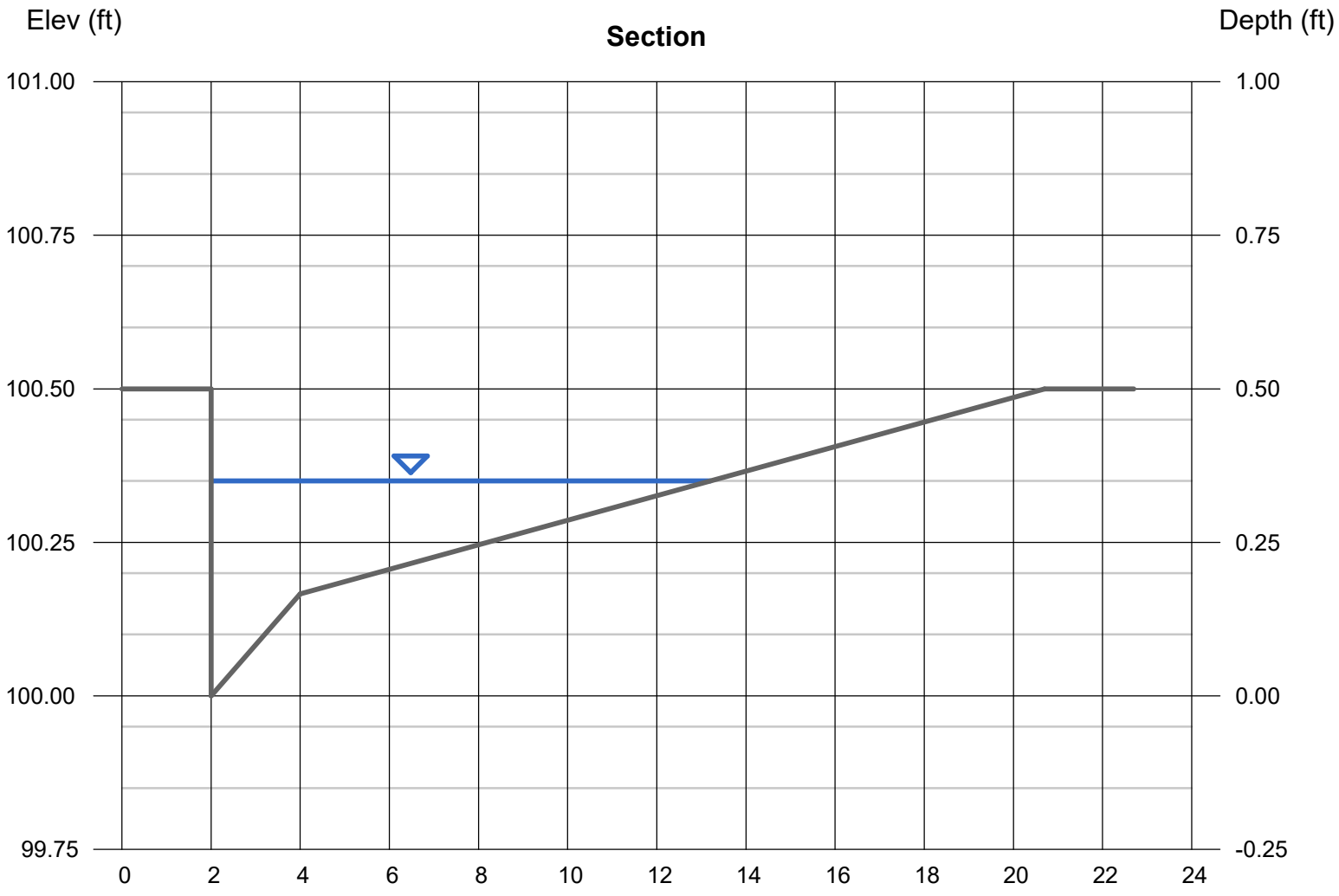
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.20
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 2.19

Highlighted

Depth (ft)	= 0.35
Q (cfs)	= 2.190
Area (sqft)	= 1.38
Velocity (ft/s)	= 1.59
Wetted Perim (ft)	= 11.56
Crit Depth, Yc (ft)	= 0.33
Spread Width (ft)	= 11.20
EGL (ft)	= 0.39



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

H2 DA Street Capacity 25-YEAR

Gutter

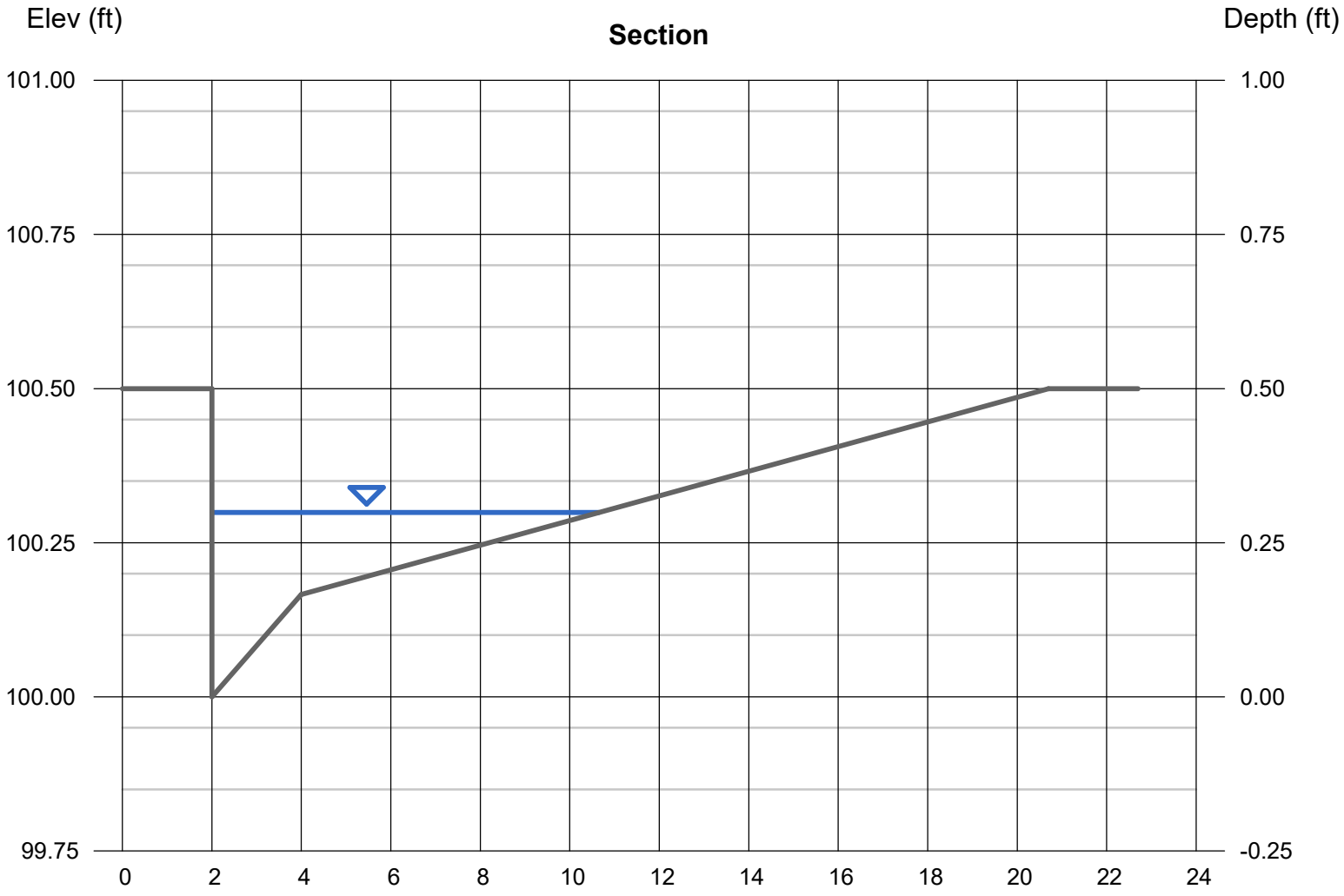
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.60
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 2.17

Highlighted

Depth (ft)	= 0.30
Q (cfs)	= 2.170
Area (sqft)	= 0.87
Velocity (ft/s)	= 2.48
Wetted Perim (ft)	= 8.96
Crit Depth, Yc (ft)	= 0.33
Spread Width (ft)	= 8.65
EGL (ft)	= 0.39



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Thursday, May 16 2024

R1 DA Street Capacity 100-YEAR

Gutter

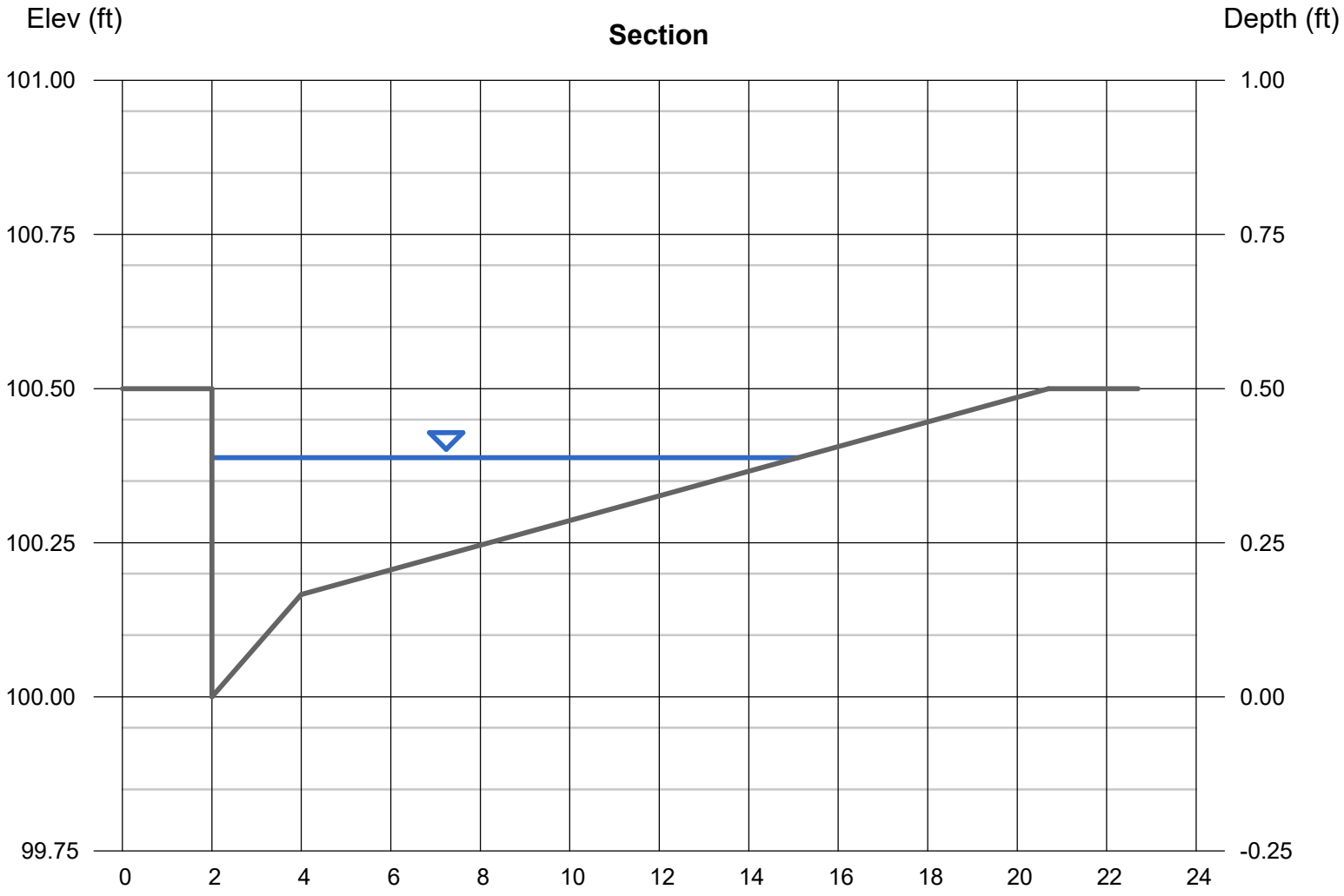
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.10
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 2.23

Highlighted

Depth (ft)	= 0.39
Q (cfs)	= 2.230
Area (sqft)	= 1.84
Velocity (ft/s)	= 1.21
Wetted Perim (ft)	= 13.50
Crit Depth, Yc (ft)	= 0.33
Spread Width (ft)	= 13.10
EGL (ft)	= 0.41



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Thursday, May 16 2024

V1 DA Street Capacity 100-YEAR

Gutter

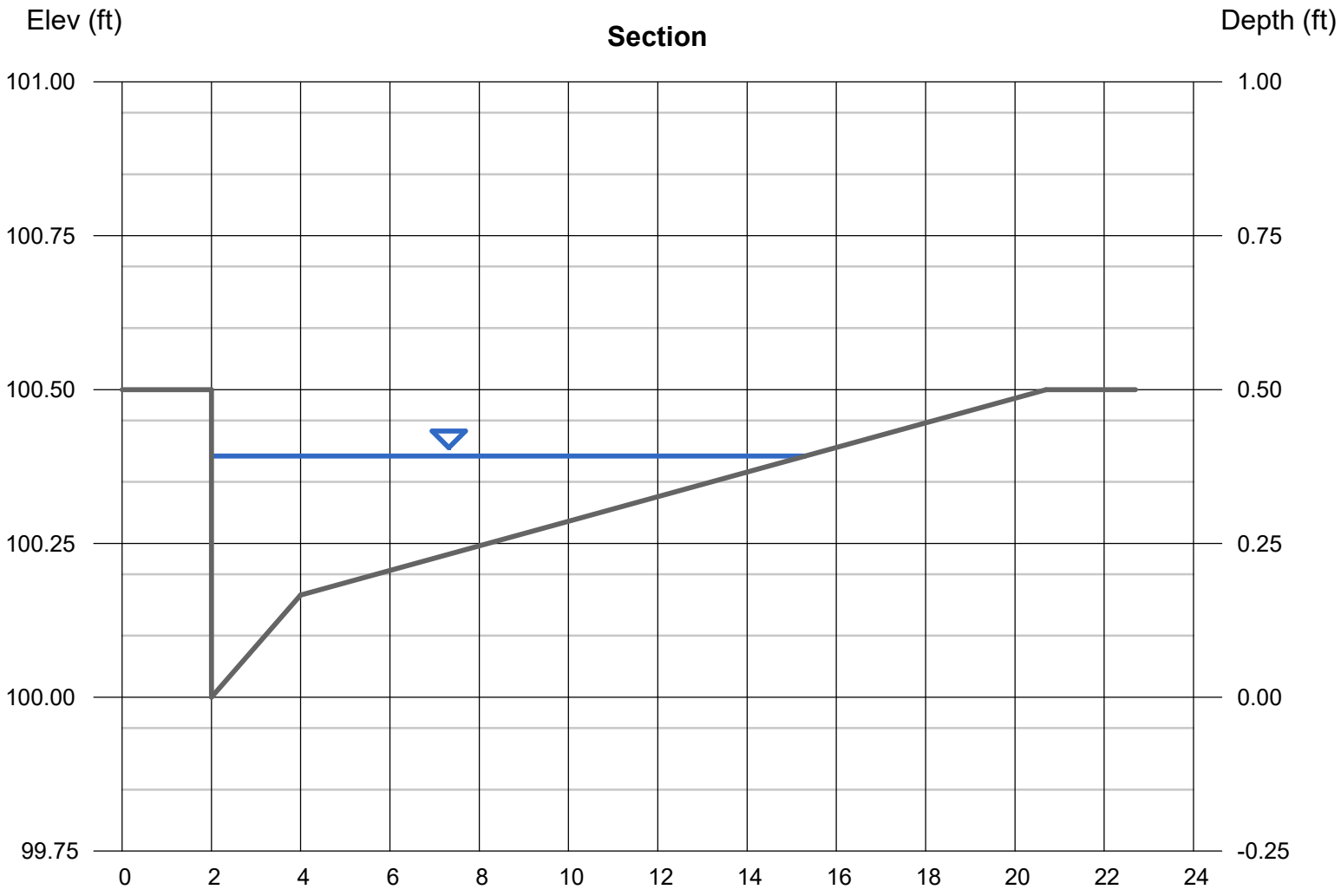
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.10
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 2.32

Highlighted

Depth (ft)	= 0.39
Q (cfs)	= 2.320
Area (sqft)	= 1.89
Velocity (ft/s)	= 1.22
Wetted Perim (ft)	= 13.70
Crit Depth, Yc (ft)	= 0.34
Spread Width (ft)	= 13.30
EGL (ft)	= 0.42



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

V2 DA Street Capacity 100-YEAR

Gutter

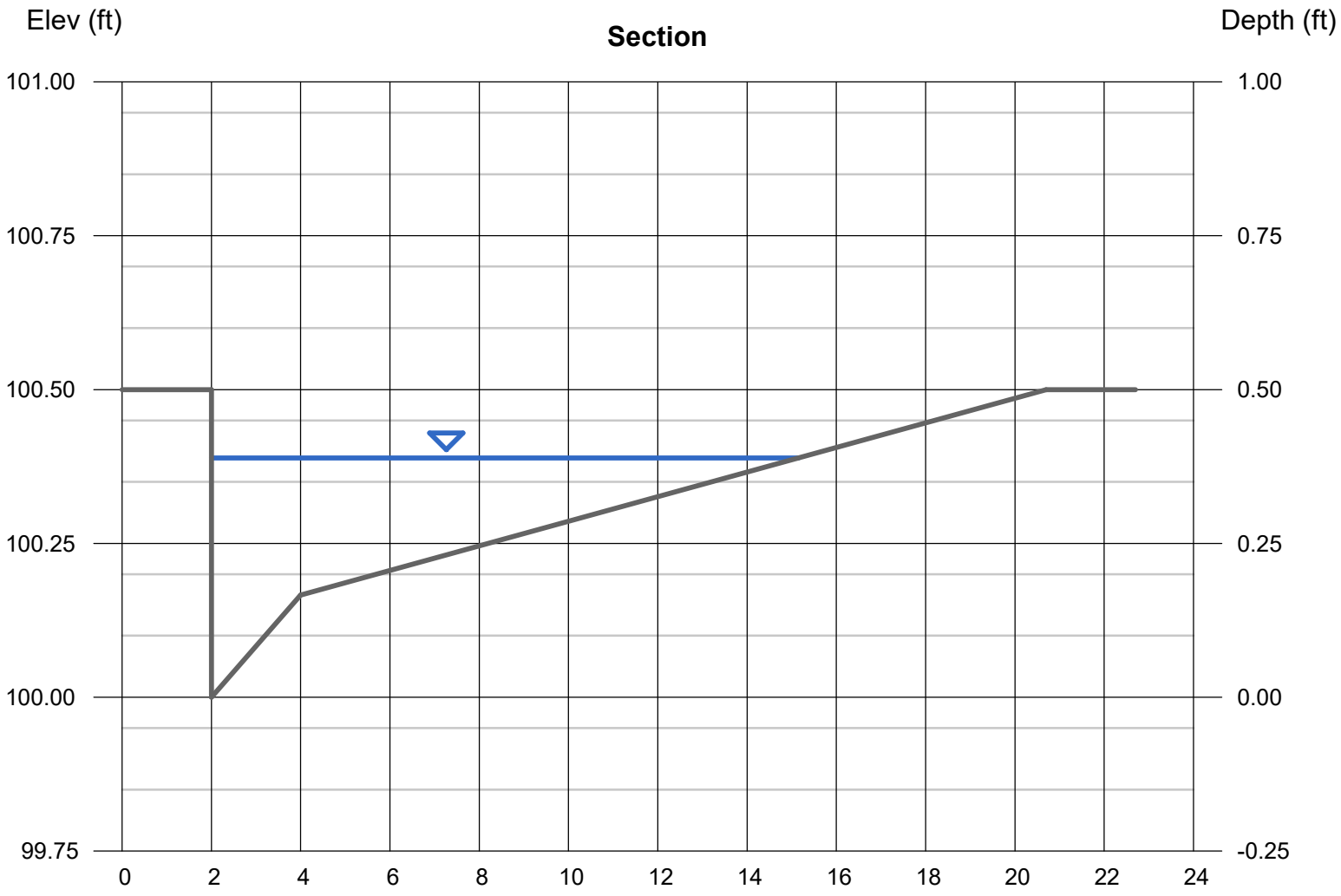
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.10
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 2.25

Highlighted

Depth (ft)	= 0.39
Q (cfs)	= 2.250
Area (sqft)	= 1.86
Velocity (ft/s)	= 1.21
Wetted Perim (ft)	= 13.55
Crit Depth, Yc (ft)	= 0.34
Spread Width (ft)	= 13.15
EGL (ft)	= 0.41



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

V3 DA Street Capacity 100-YEAR

Gutter

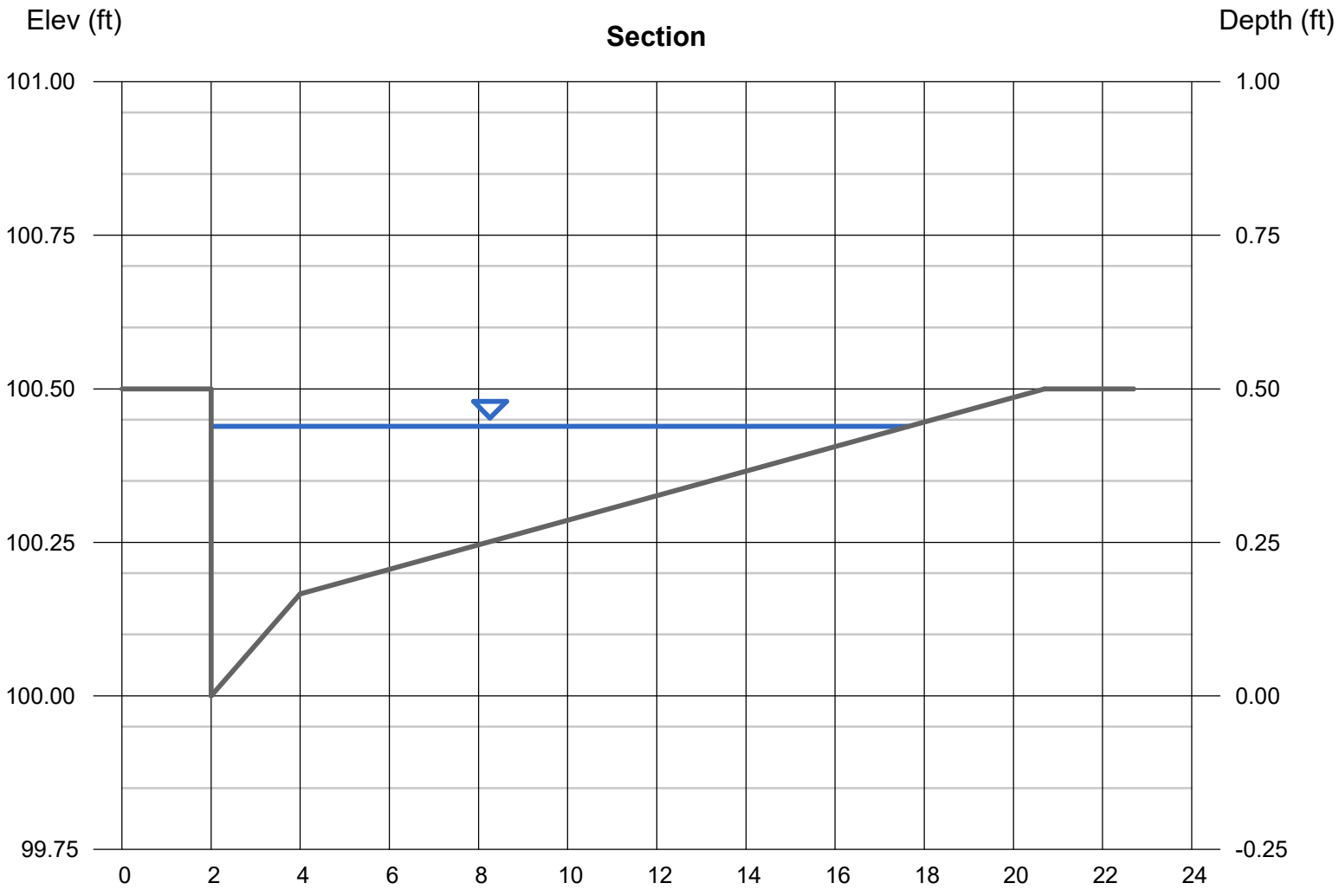
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.10
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 3.42

Highlighted

Depth (ft)	= 0.44
Q (cfs)	= 3.420
Area (sqft)	= 2.58
Velocity (ft/s)	= 1.33
Wetted Perim (ft)	= 16.10
Crit Depth, Yc (ft)	= 0.38
Spread Width (ft)	= 15.65
EGL (ft)	= 0.47



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

V4 DA Street Capacity 100-YEAR

Gutter

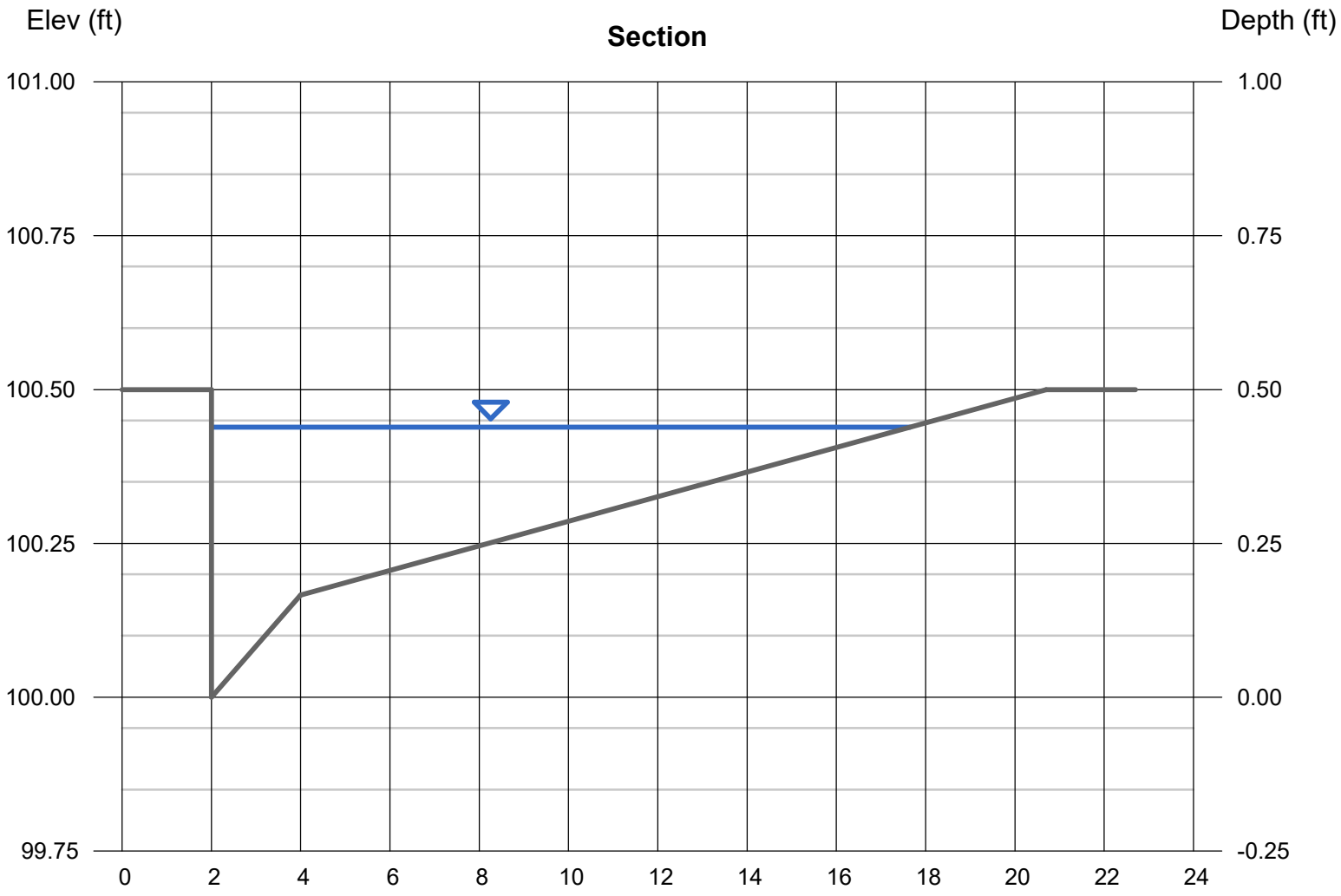
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.10
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 3.41

Highlighted

Depth (ft)	= 0.44
Q (cfs)	= 3.410
Area (sqft)	= 2.58
Velocity (ft/s)	= 1.32
Wetted Perim (ft)	= 16.10
Crit Depth, Yc (ft)	= 0.38
Spread Width (ft)	= 15.65
EGL (ft)	= 0.47



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

V5 DA Street Capacity 100-YEAR

Gutter

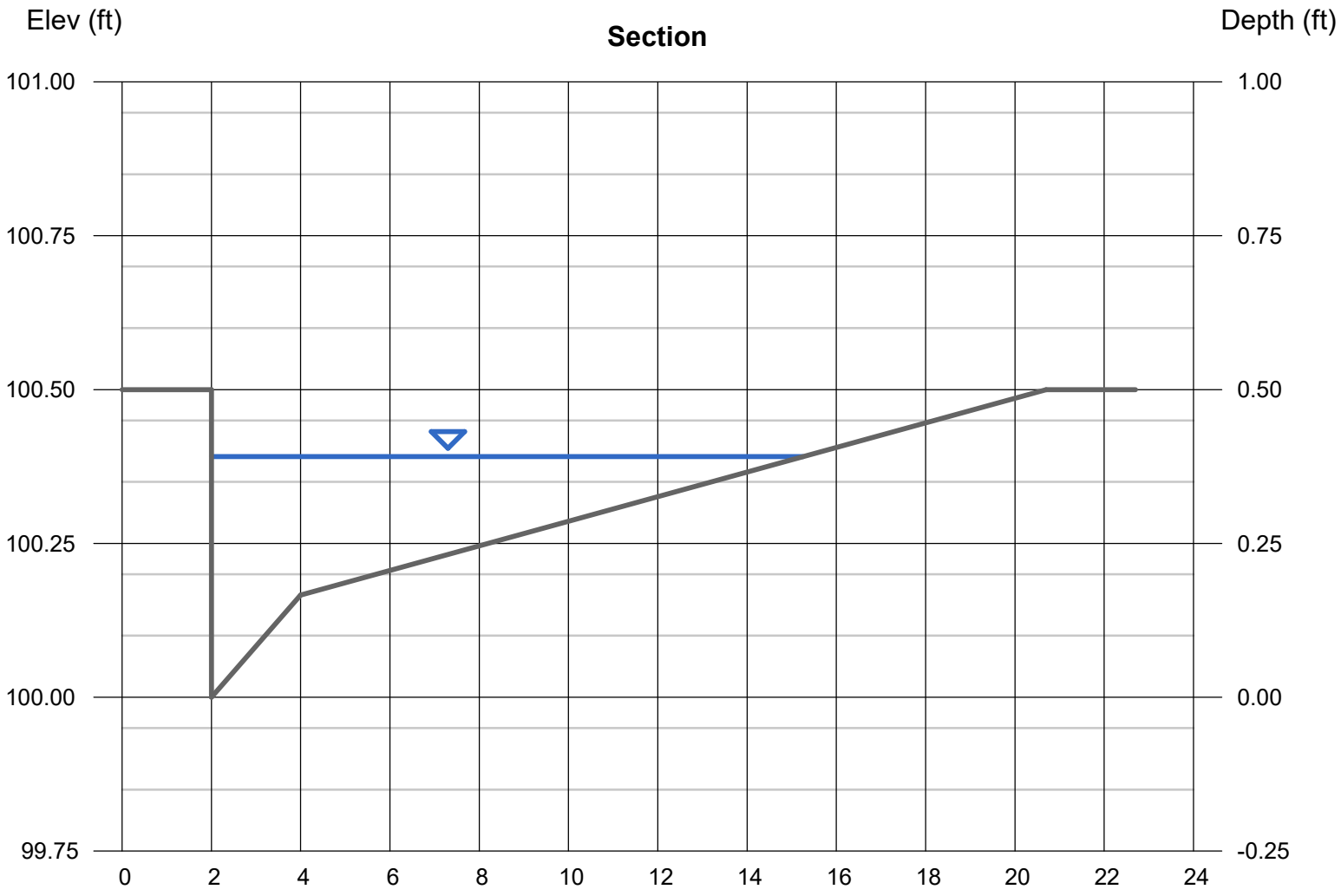
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.10
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 2.29

Highlighted

Depth (ft)	= 0.39
Q (cfs)	= 2.290
Area (sqft)	= 1.88
Velocity (ft/s)	= 1.22
Wetted Perim (ft)	= 13.65
Crit Depth, Yc (ft)	= 0.34
Spread Width (ft)	= 13.25
EGL (ft)	= 0.41



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

V6 DA Street Capacity 100-YEAR

Gutter

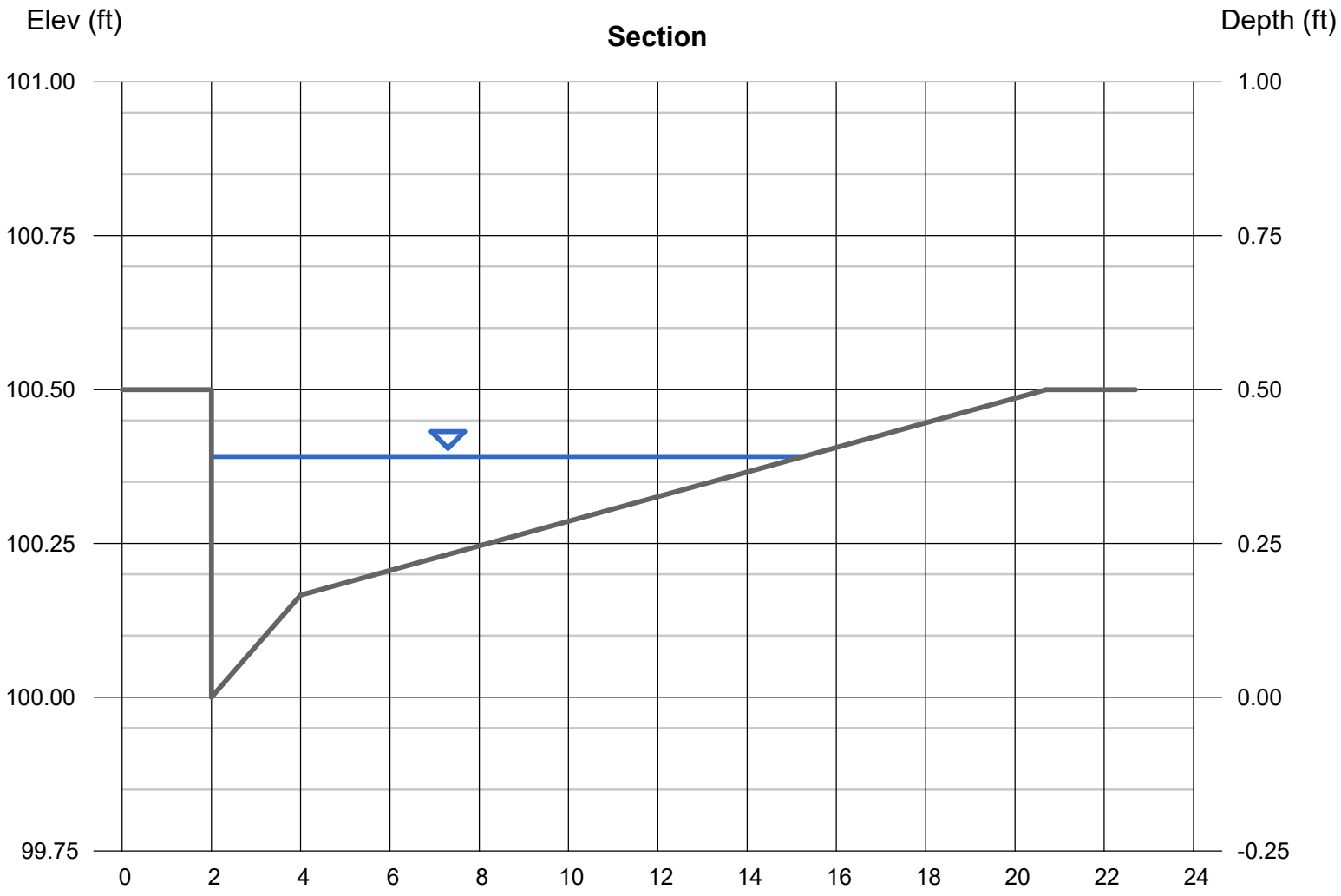
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.10
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 2.29

Highlighted

Depth (ft)	= 0.39
Q (cfs)	= 2.290
Area (sqft)	= 1.88
Velocity (ft/s)	= 1.22
Wetted Perim (ft)	= 13.65
Crit Depth, Yc (ft)	= 0.34
Spread Width (ft)	= 13.25
EGL (ft)	= 0.41



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

V7 DA Street Capacity 100-YEAR

Gutter

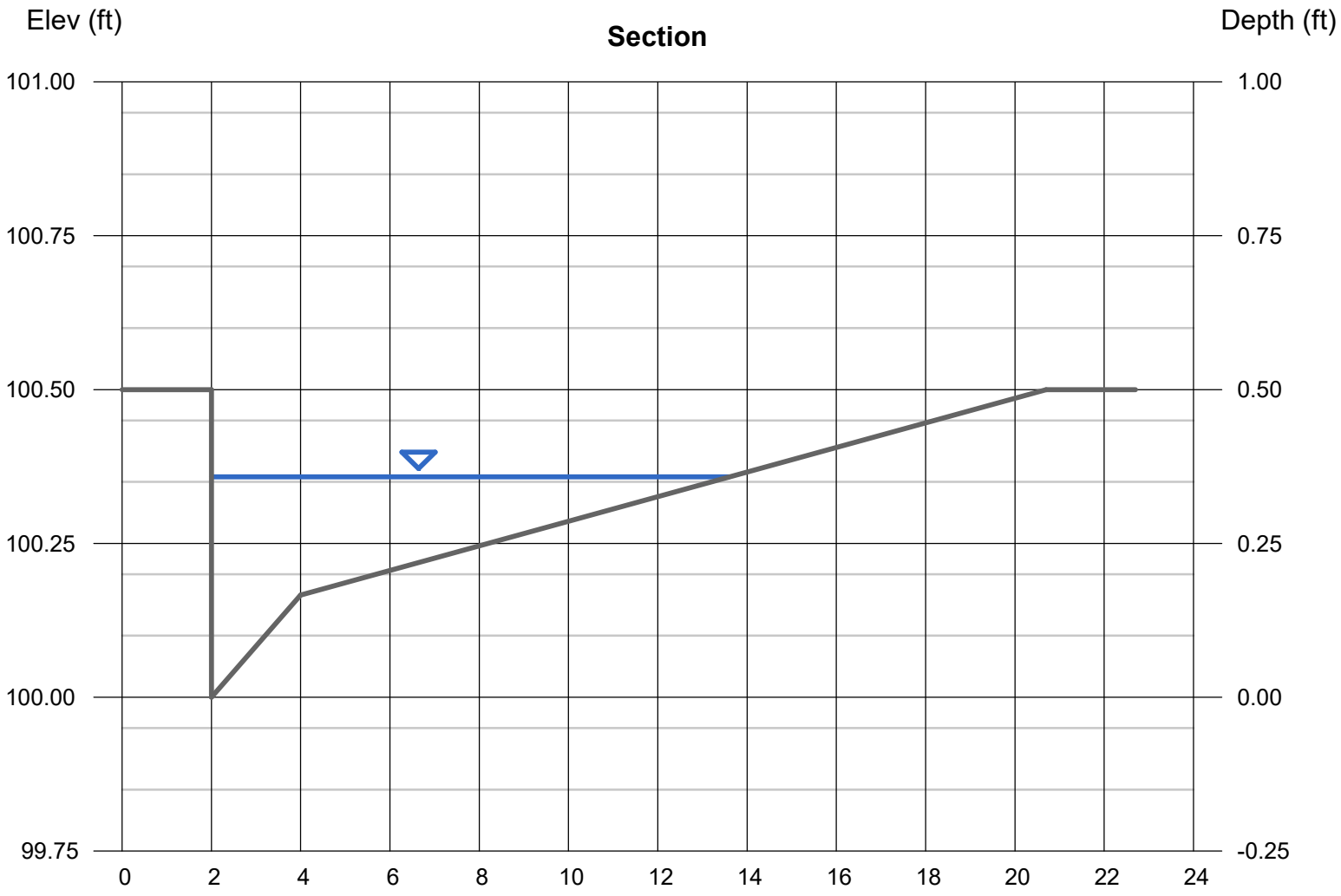
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.10
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 1.68

Highlighted

Depth (ft)	= 0.36
Q (cfs)	= 1.680
Area (sqft)	= 1.47
Velocity (ft/s)	= 1.14
Wetted Perim (ft)	= 11.97
Crit Depth, Yc (ft)	= 0.31
Spread Width (ft)	= 11.60
EGL (ft)	= 0.38



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

V8 DA Street Capacity 100-YEAR

Gutter

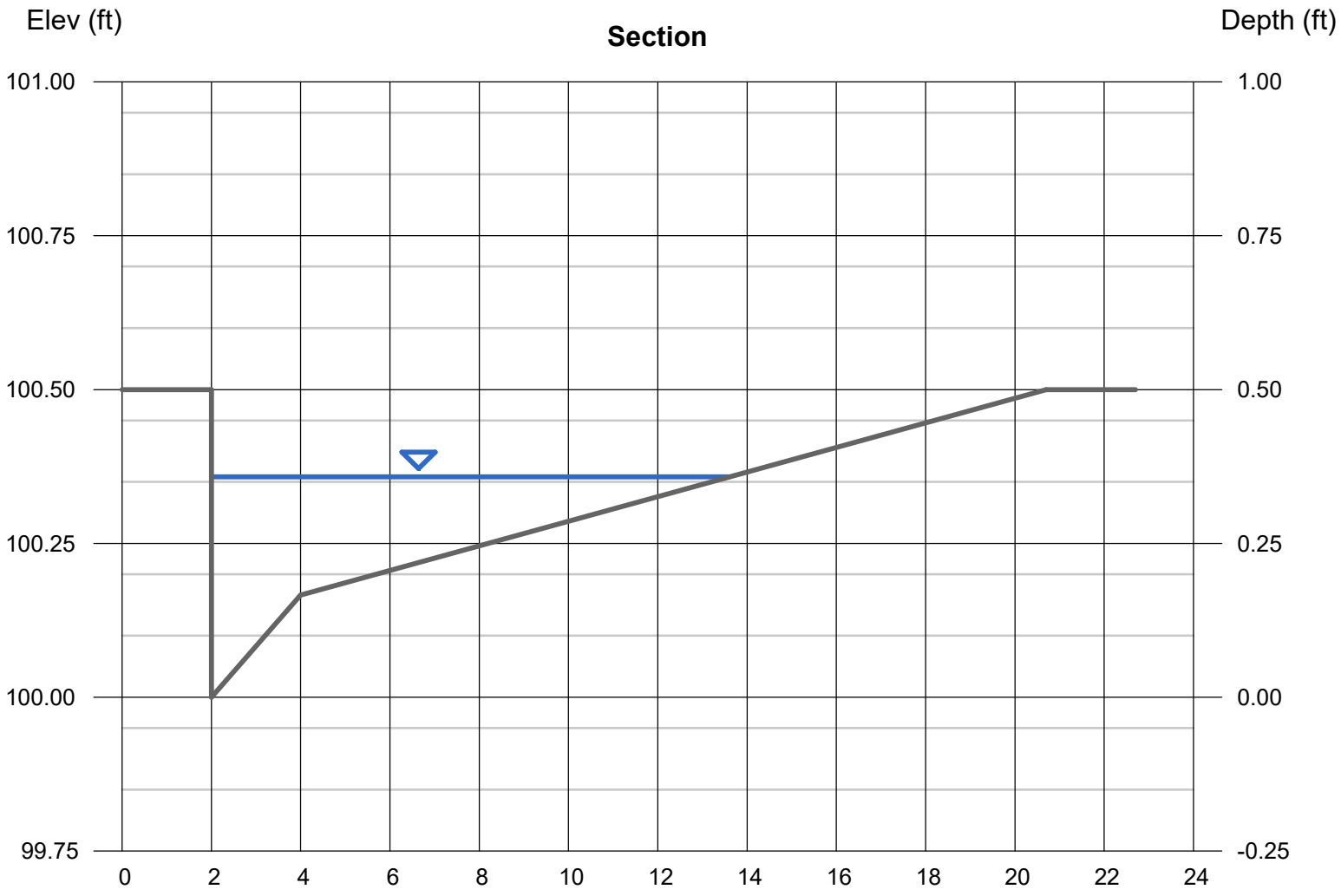
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.10
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 1.68

Highlighted

Depth (ft)	= 0.36
Q (cfs)	= 1.680
Area (sqft)	= 1.47
Velocity (ft/s)	= 1.14
Wetted Perim (ft)	= 11.97
Crit Depth, Yc (ft)	= 0.31
Spread Width (ft)	= 11.60
EGL (ft)	= 0.38



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

R2 DA Street Capacity 100-YEAR

Gutter

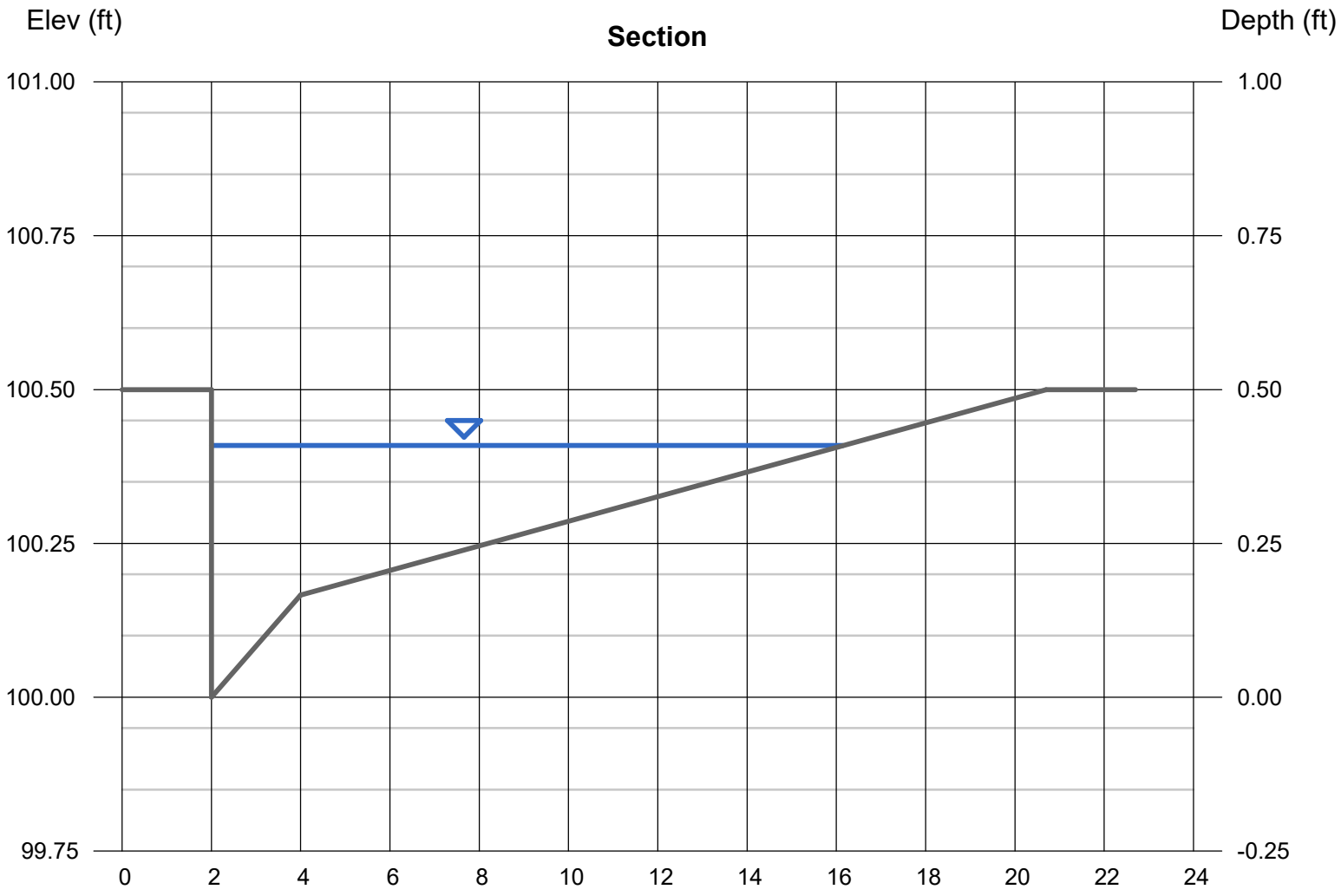
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.40
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 5.36

Highlighted

Depth (ft)	= 0.41
Q (cfs)	= 5.360
Area (sqft)	= 2.13
Velocity (ft/s)	= 2.52
Wetted Perim (ft)	= 14.57
Crit Depth, Yc (ft)	= 0.43
Spread Width (ft)	= 14.15
EGL (ft)	= 0.51



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

F3 DA Street Capacity 100-YEAR

Gutter

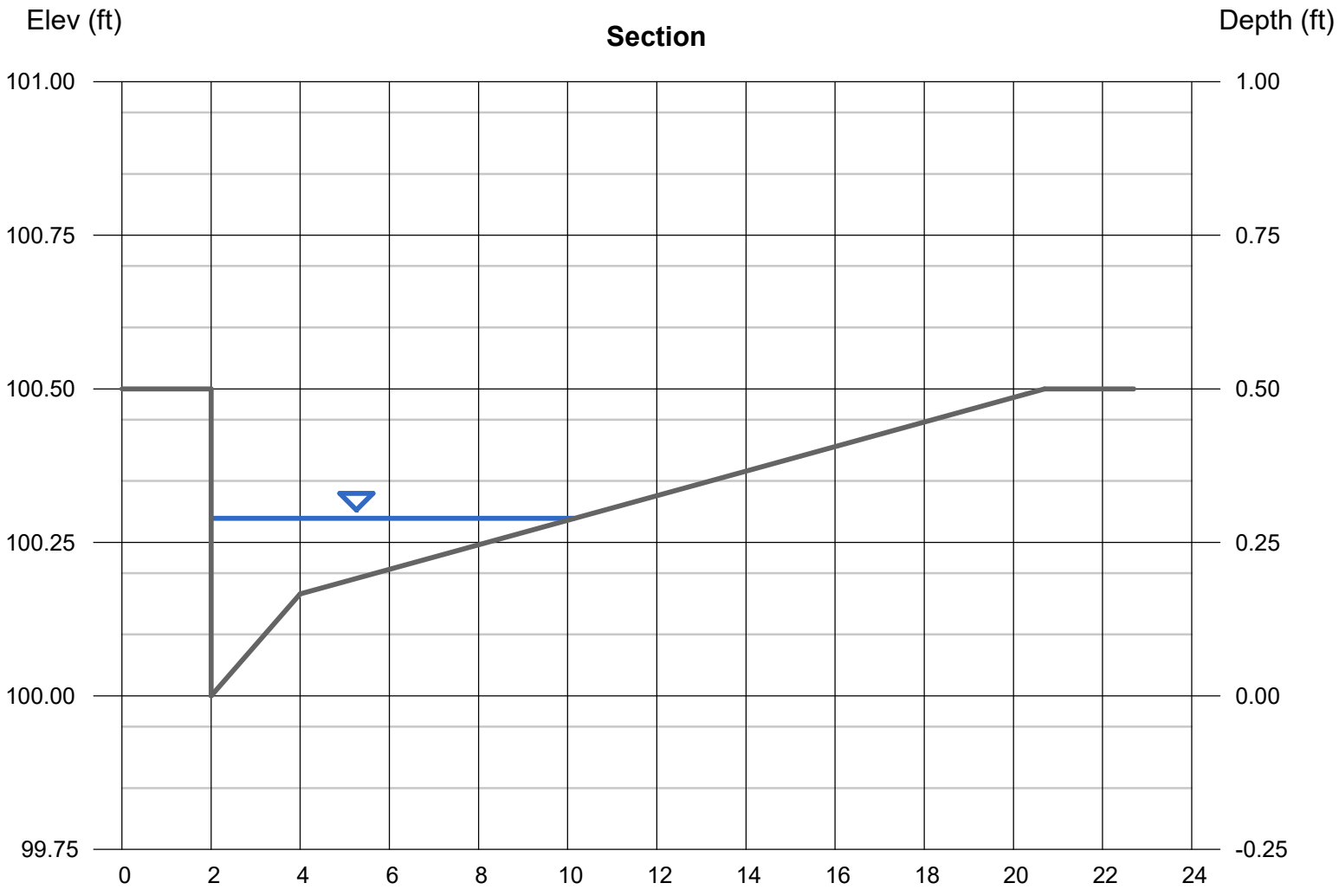
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 1.00
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 2.47

Highlighted

Depth (ft)	= 0.29
Q (cfs)	= 2.470
Area (sqft)	= 0.79
Velocity (ft/s)	= 3.13
Wetted Perim (ft)	= 8.45
Crit Depth, Yc (ft)	= 0.34
Spread Width (ft)	= 8.15
EGL (ft)	= 0.44



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

C6 DA Street Capacity 100-YEAR

Gutter

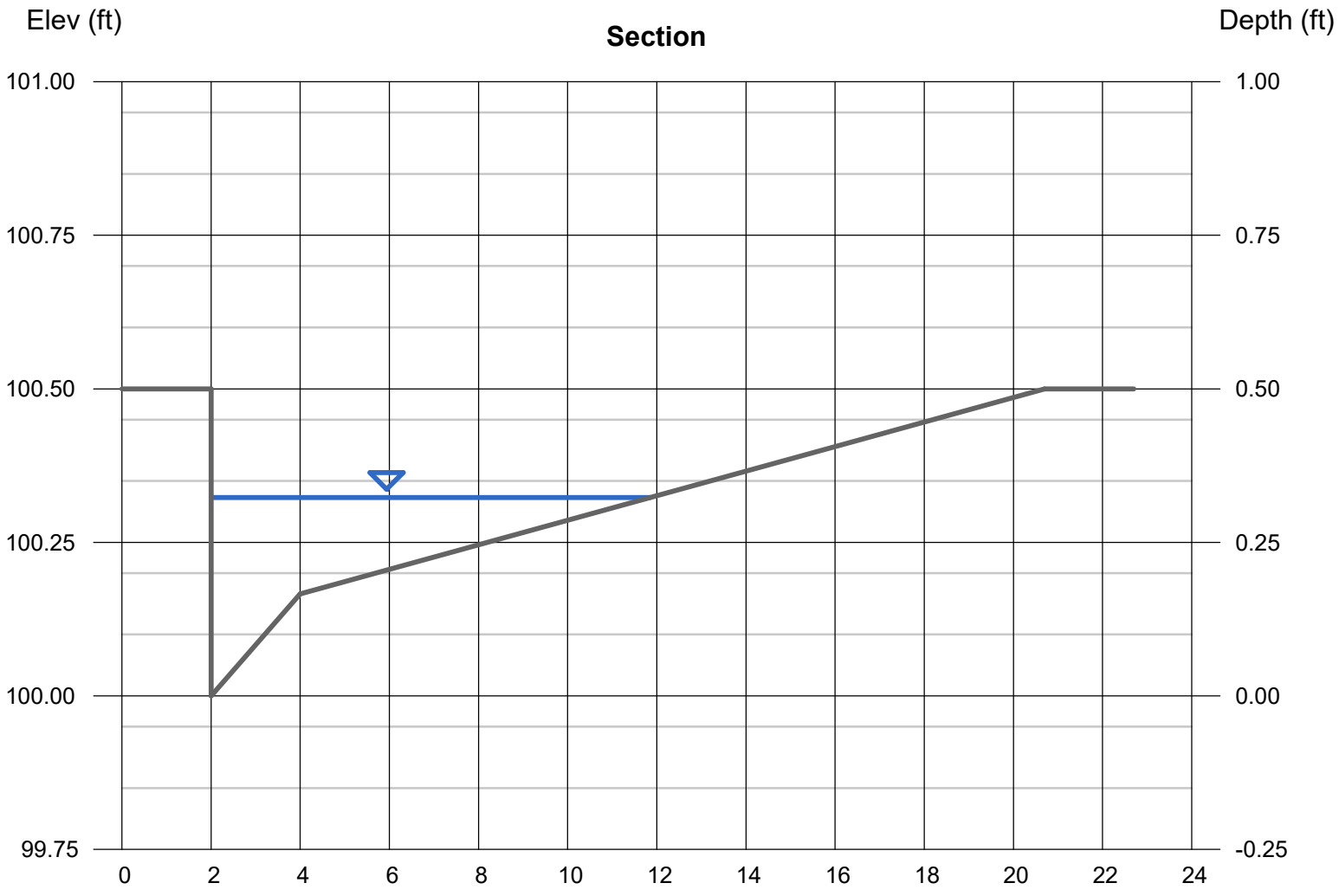
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.30
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 2.01

Highlighted

Depth (ft)	= 0.32
Q (cfs)	= 2.010
Area (sqft)	= 1.10
Velocity (ft/s)	= 1.83
Wetted Perim (ft)	= 10.18
Crit Depth, Yc (ft)	= 0.33
Spread Width (ft)	= 9.85
EGL (ft)	= 0.38



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

C5 DA Street Capacity 100-YEAR

Gutter

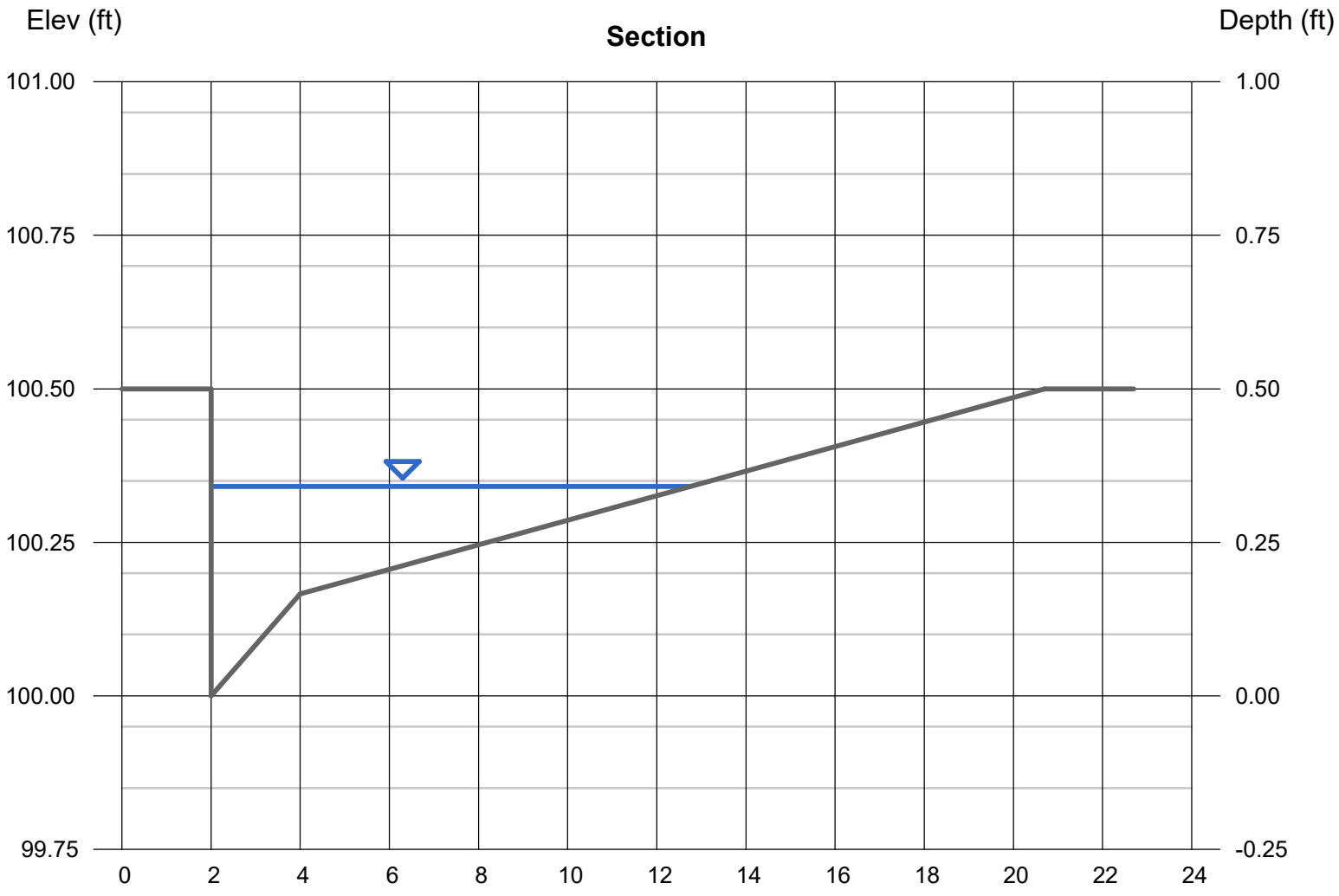
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.20
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 1.99

Highlighted

Depth (ft)	= 0.34
Q (cfs)	= 1.990
Area (sqft)	= 1.28
Velocity (ft/s)	= 1.55
Wetted Perim (ft)	= 11.10
Crit Depth, Yc (ft)	= 0.32
Spread Width (ft)	= 10.75
EGL (ft)	= 0.38



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

F1 DA Street Capacity 100-YEAR

Gutter

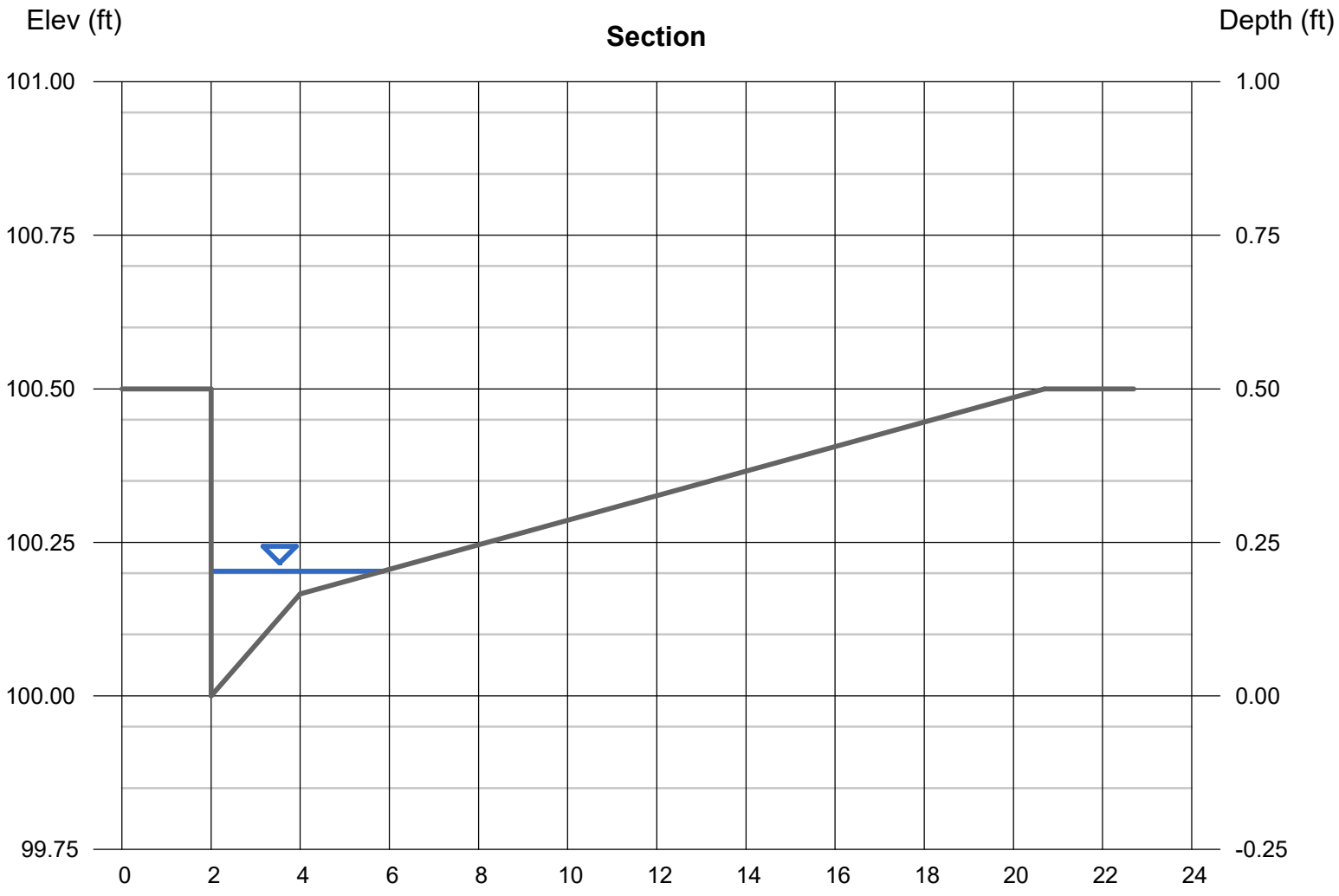
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.50
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.53

Highlighted

Depth (ft)	= 0.20
Q (cfs)	= 0.530
Area (sqft)	= 0.27
Velocity (ft/s)	= 1.93
Wetted Perim (ft)	= 4.06
Crit Depth, Yc (ft)	= 0.22
Spread Width (ft)	= 3.85
EGL (ft)	= 0.26



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

F2 DA Street Capacity 100-YEAR

Gutter

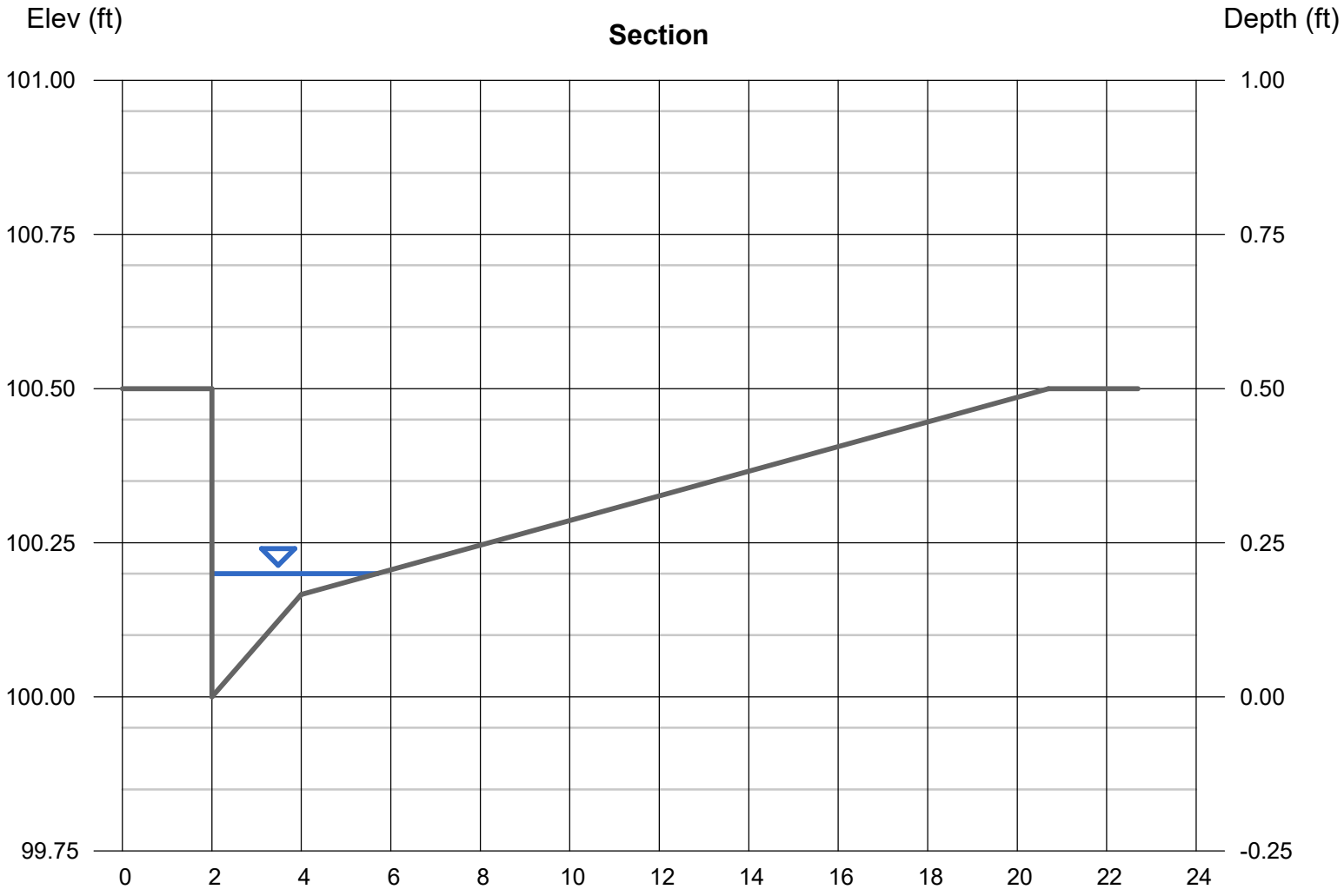
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.50
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.51

Highlighted

Depth (ft)	= 0.20
Q (cfs)	= 0.510
Area (sqft)	= 0.26
Velocity (ft/s)	= 1.94
Wetted Perim (ft)	= 3.91
Crit Depth, Yc (ft)	= 0.22
Spread Width (ft)	= 3.70
EGL (ft)	= 0.26



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

E2 DA Street Capacity 100-YEAR

Gutter

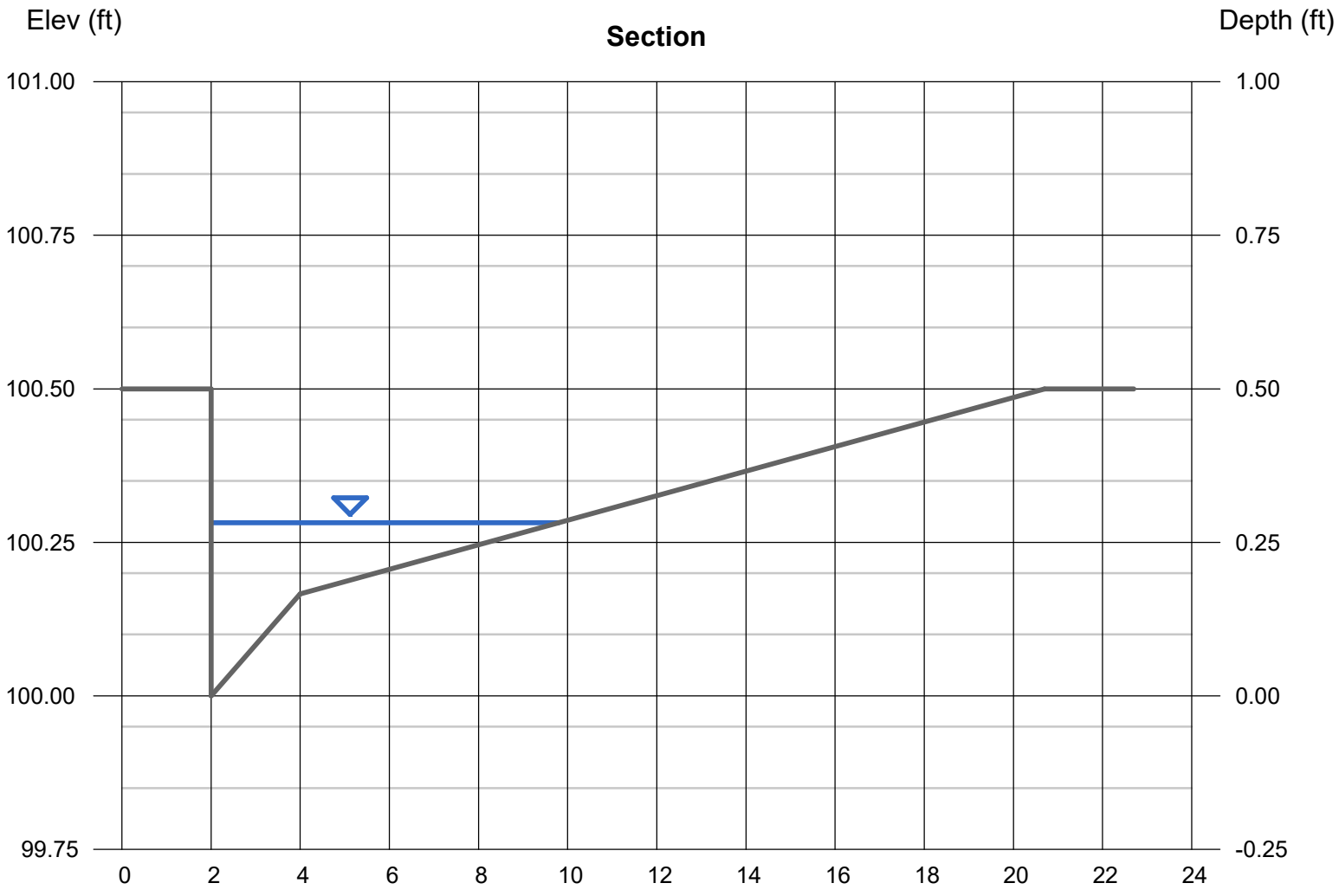
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.20
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 1.02

Highlighted

Depth (ft)	= 0.28
Q (cfs)	= 1.020
Area (sqft)	= 0.73
Velocity (ft/s)	= 1.39
Wetted Perim (ft)	= 8.09
Crit Depth, Yc (ft)	= 0.27
Spread Width (ft)	= 7.80
EGL (ft)	= 0.31



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

E1 DA Street Capacity 100-YEAR

Gutter

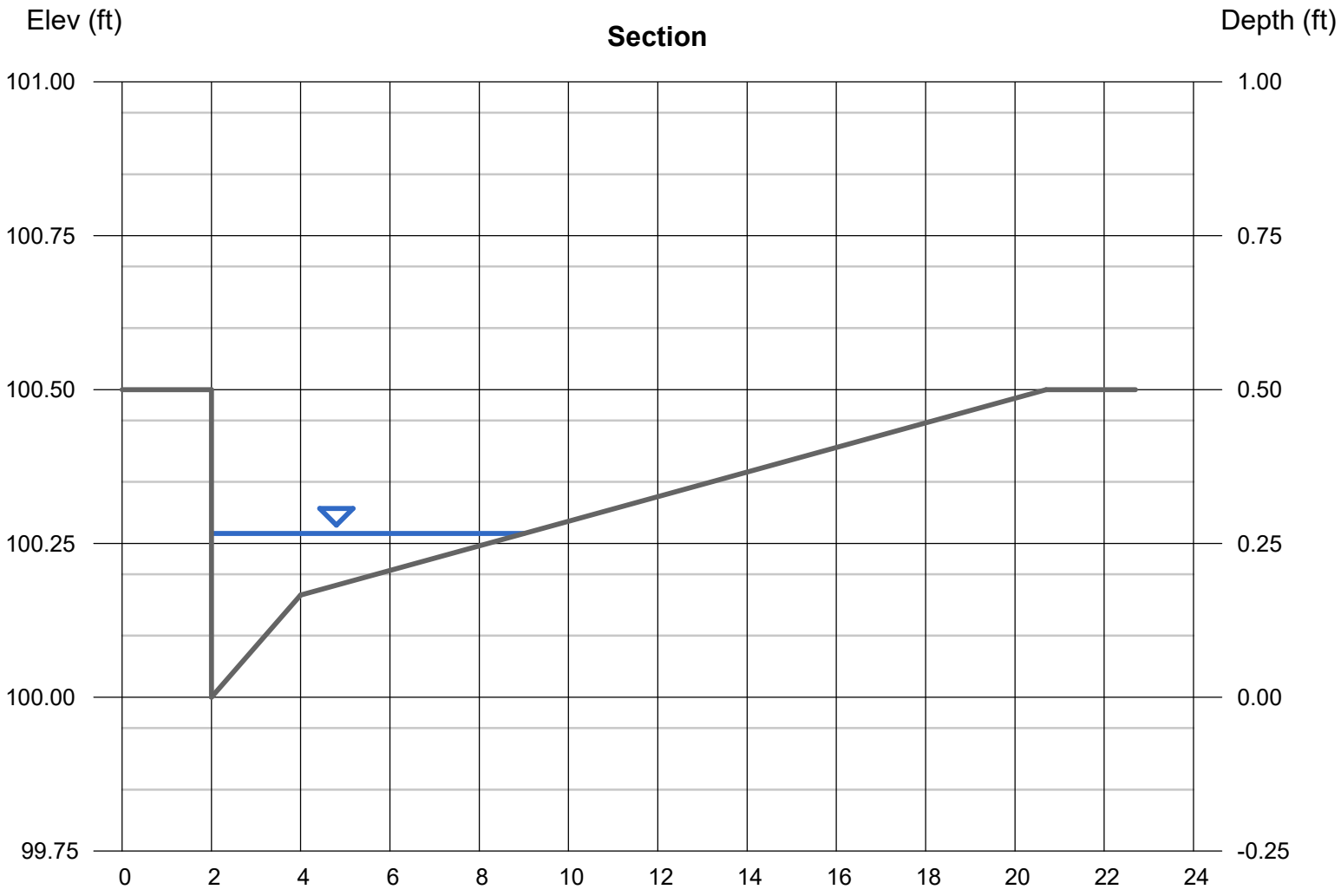
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.30
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 1.01

Highlighted

Depth (ft)	= 0.27
Q (cfs)	= 1.010
Area (sqft)	= 0.62
Velocity (ft/s)	= 1.64
Wetted Perim (ft)	= 7.27
Crit Depth, Yc (ft)	= 0.27
Spread Width (ft)	= 7.00
EGL (ft)	= 0.31



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

E4 DA Street Capacity 100-YEAR

Gutter

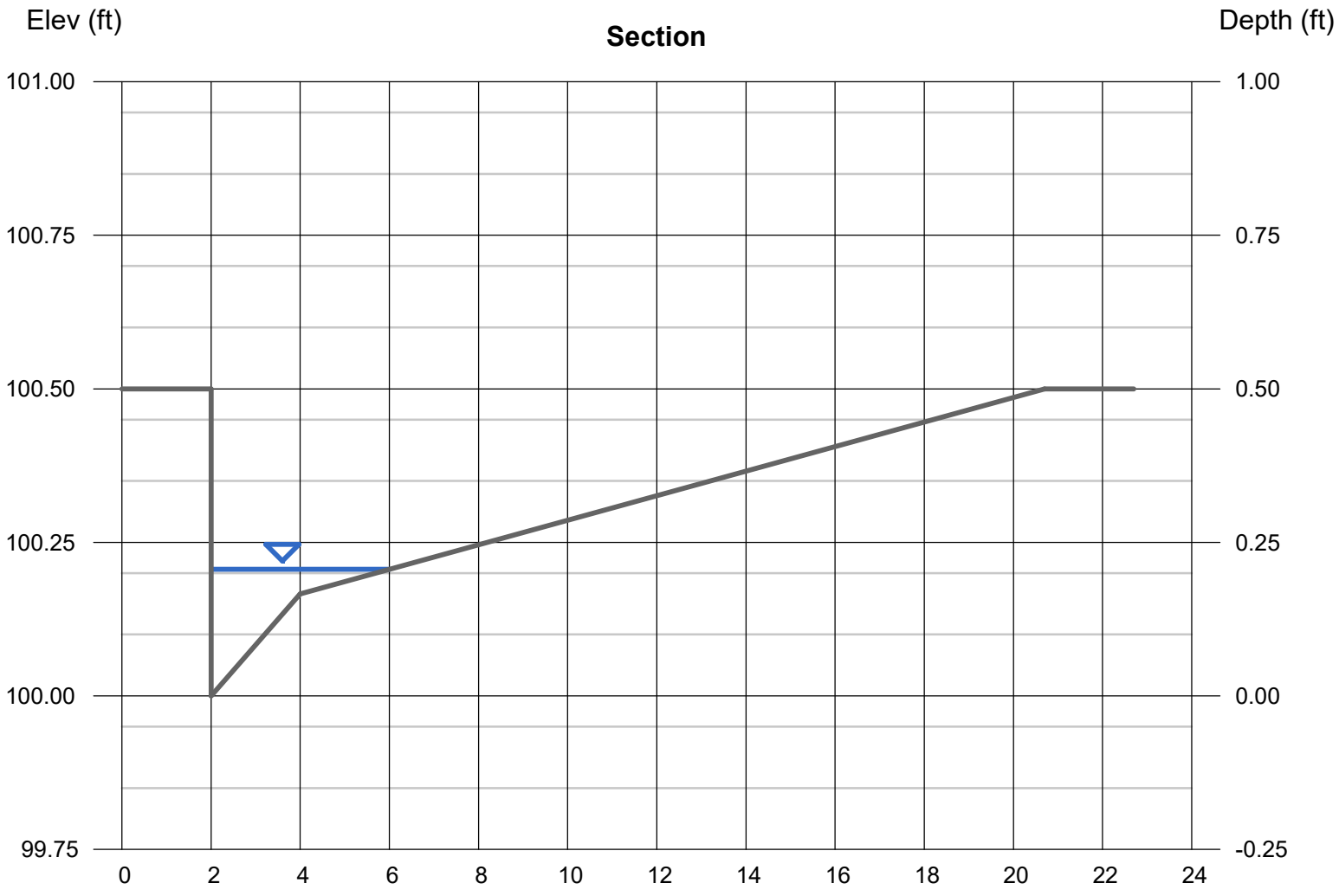
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.40
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.50

Highlighted

Depth (ft)	= 0.21
Q (cfs)	= 0.500
Area (sqft)	= 0.29
Velocity (ft/s)	= 1.75
Wetted Perim (ft)	= 4.21
Crit Depth, Yc (ft)	= 0.22
Spread Width (ft)	= 4.00
EGL (ft)	= 0.25



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

E3 DA Street Capacity 100-YEAR

Gutter

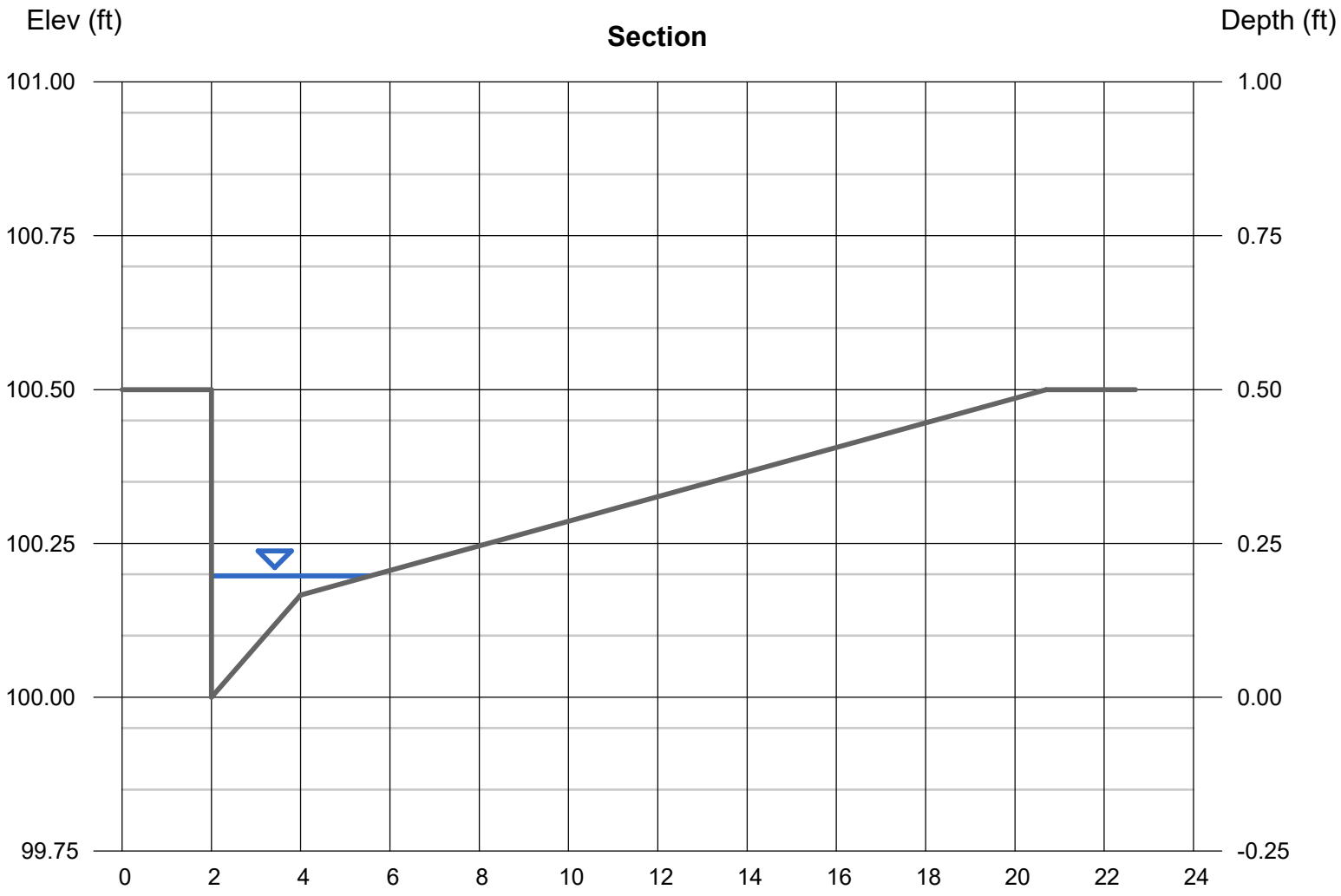
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.50
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.49

Highlighted

Depth (ft)	= 0.20
Q (cfs)	= 0.490
Area (sqft)	= 0.25
Velocity (ft/s)	= 1.94
Wetted Perim (ft)	= 3.75
Crit Depth, Yc (ft)	= 0.22
Spread Width (ft)	= 3.55
EGL (ft)	= 0.26



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

C2 DA Street Capacity 100-YEAR

Gutter

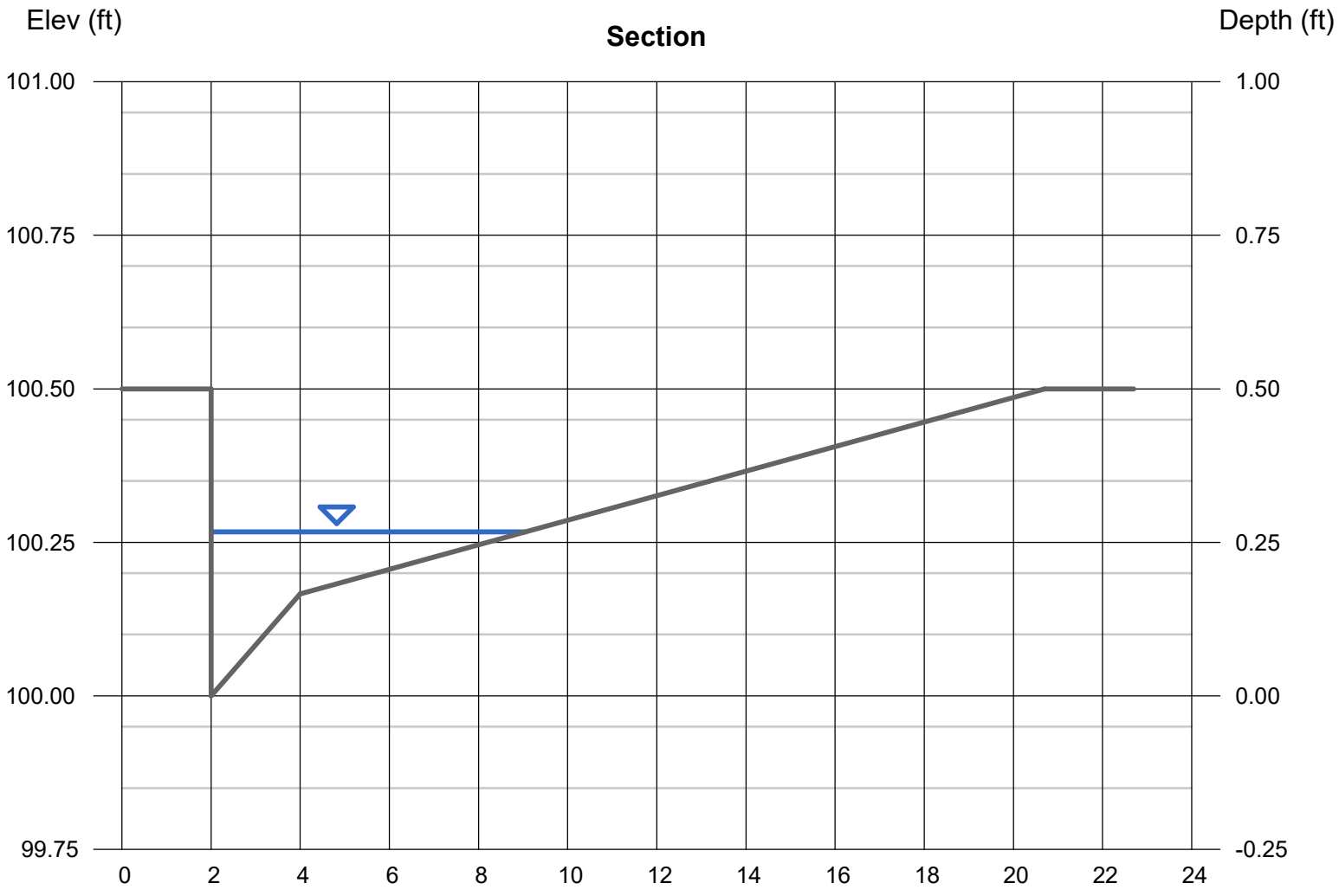
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.50
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 1.32

Highlighted

Depth (ft)	= 0.27
Q (cfs)	= 1.320
Area (sqft)	= 0.62
Velocity (ft/s)	= 2.12
Wetted Perim (ft)	= 7.32
Crit Depth, Yc (ft)	= 0.29
Spread Width (ft)	= 7.05
EGL (ft)	= 0.34



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

C1 DA Street Capacity 100-YEAR

Gutter

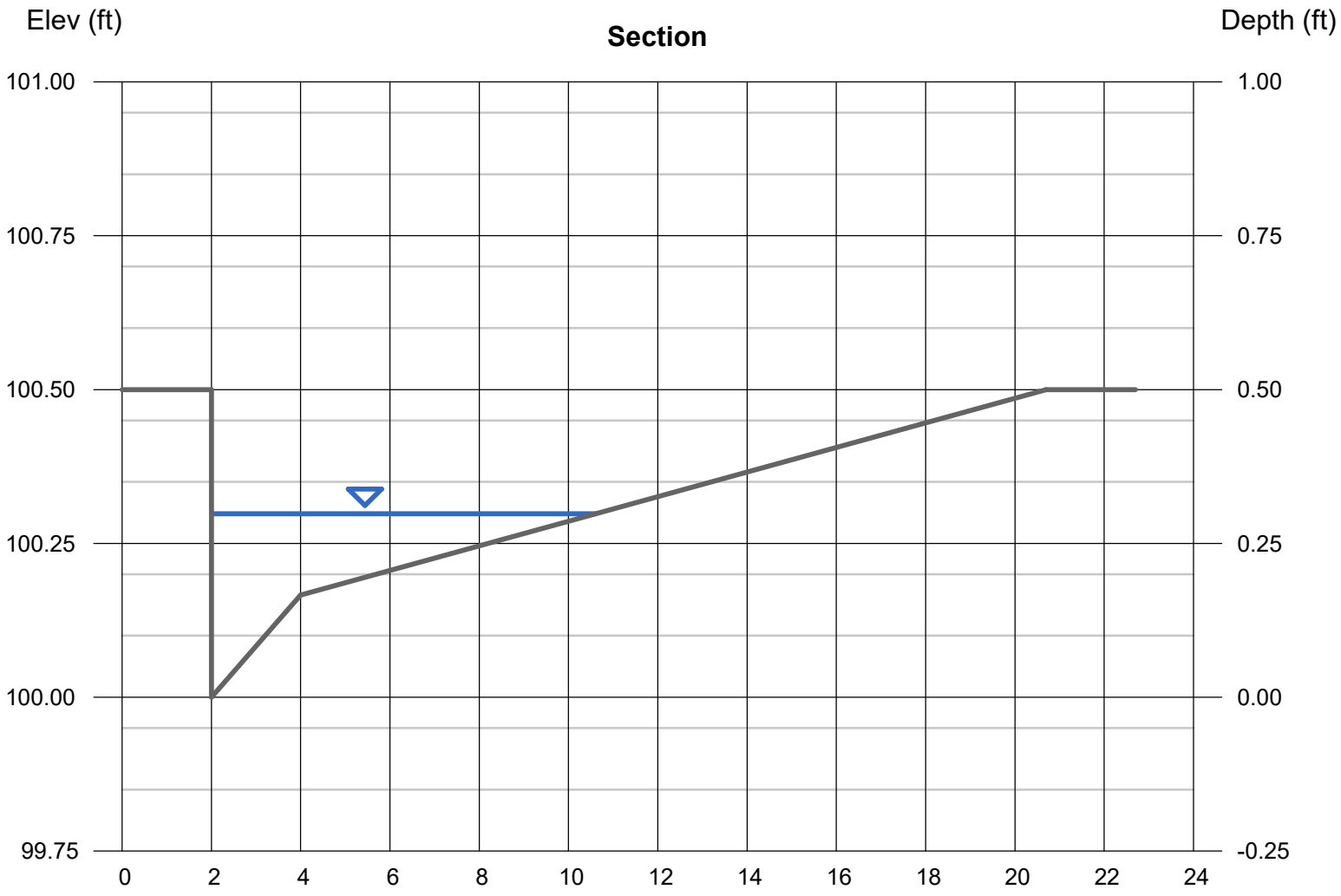
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.20
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 1.23

Highlighted

Depth (ft)	= 0.30
Q (cfs)	= 1.230
Area (sqft)	= 0.87
Velocity (ft/s)	= 1.42
Wetted Perim (ft)	= 8.91
Crit Depth, Yc (ft)	= 0.28
Spread Width (ft)	= 8.60
EGL (ft)	= 0.33



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

C4 DA Street Capacity 100-YEAR

Gutter

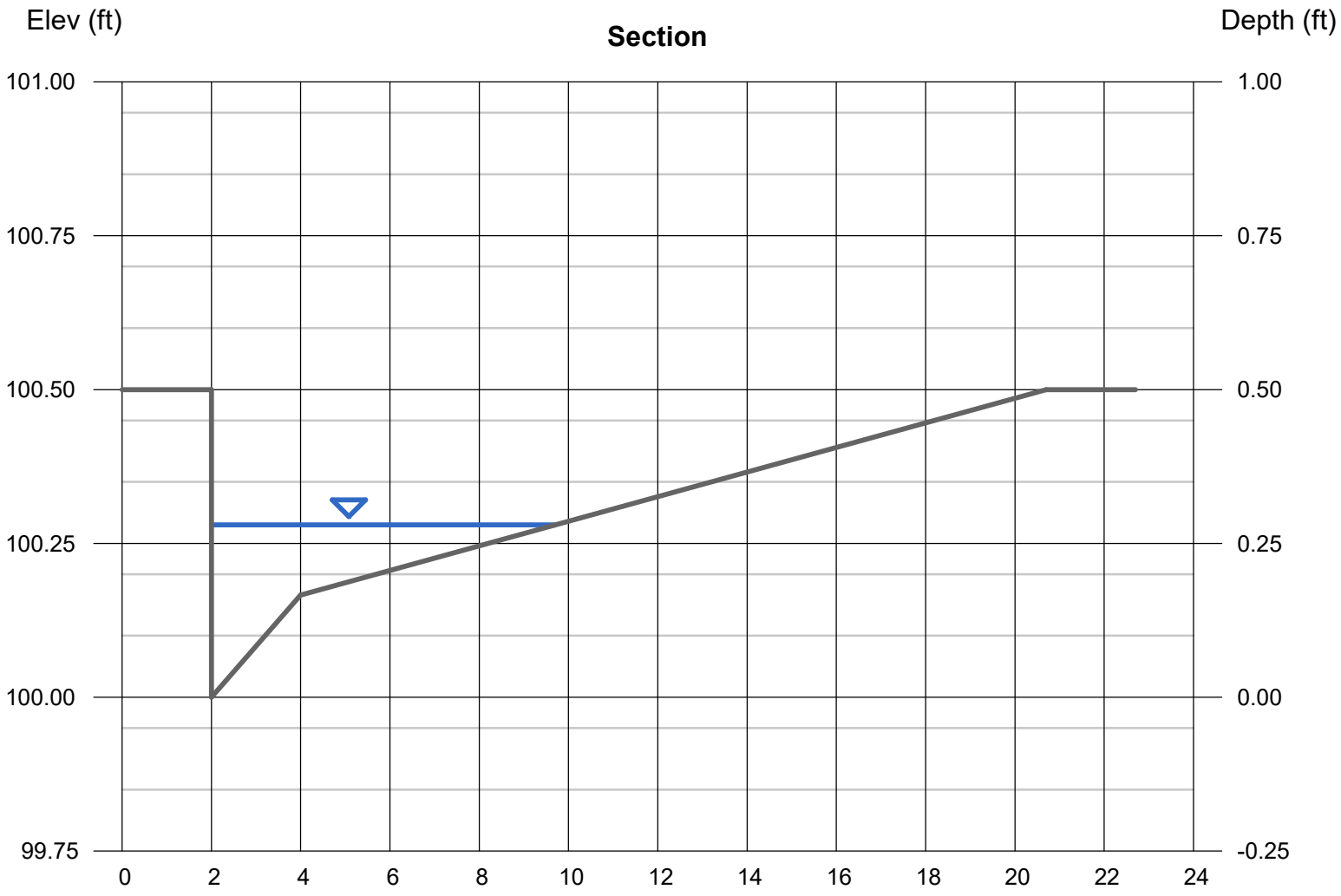
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.40
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 1.40

Highlighted

Depth (ft)	= 0.28
Q (cfs)	= 1.400
Area (sqft)	= 0.72
Velocity (ft/s)	= 1.95
Wetted Perim (ft)	= 7.99
Crit Depth, Yc (ft)	= 0.29
Spread Width (ft)	= 7.70
EGL (ft)	= 0.34



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

C3 DA Street Capacity 100-YEAR

Gutter

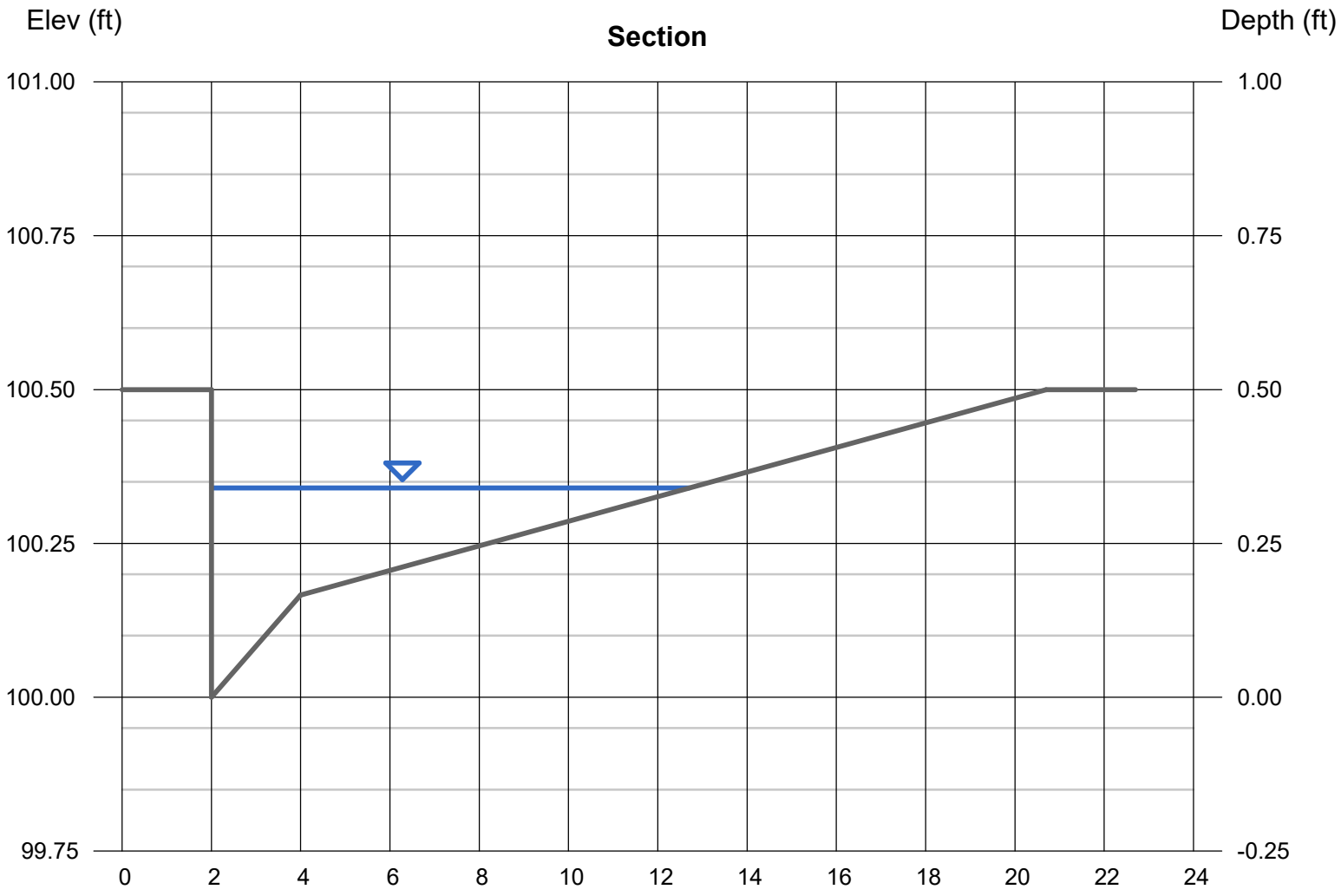
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.10
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 1.40

Highlighted

Depth (ft)	= 0.34
Q (cfs)	= 1.400
Area (sqft)	= 1.27
Velocity (ft/s)	= 1.10
Wetted Perim (ft)	= 11.05
Crit Depth, Yc (ft)	= 0.29
Spread Width (ft)	= 10.70
EGL (ft)	= 0.36



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

A9 DA Street Capacity 100-YEAR

Gutter

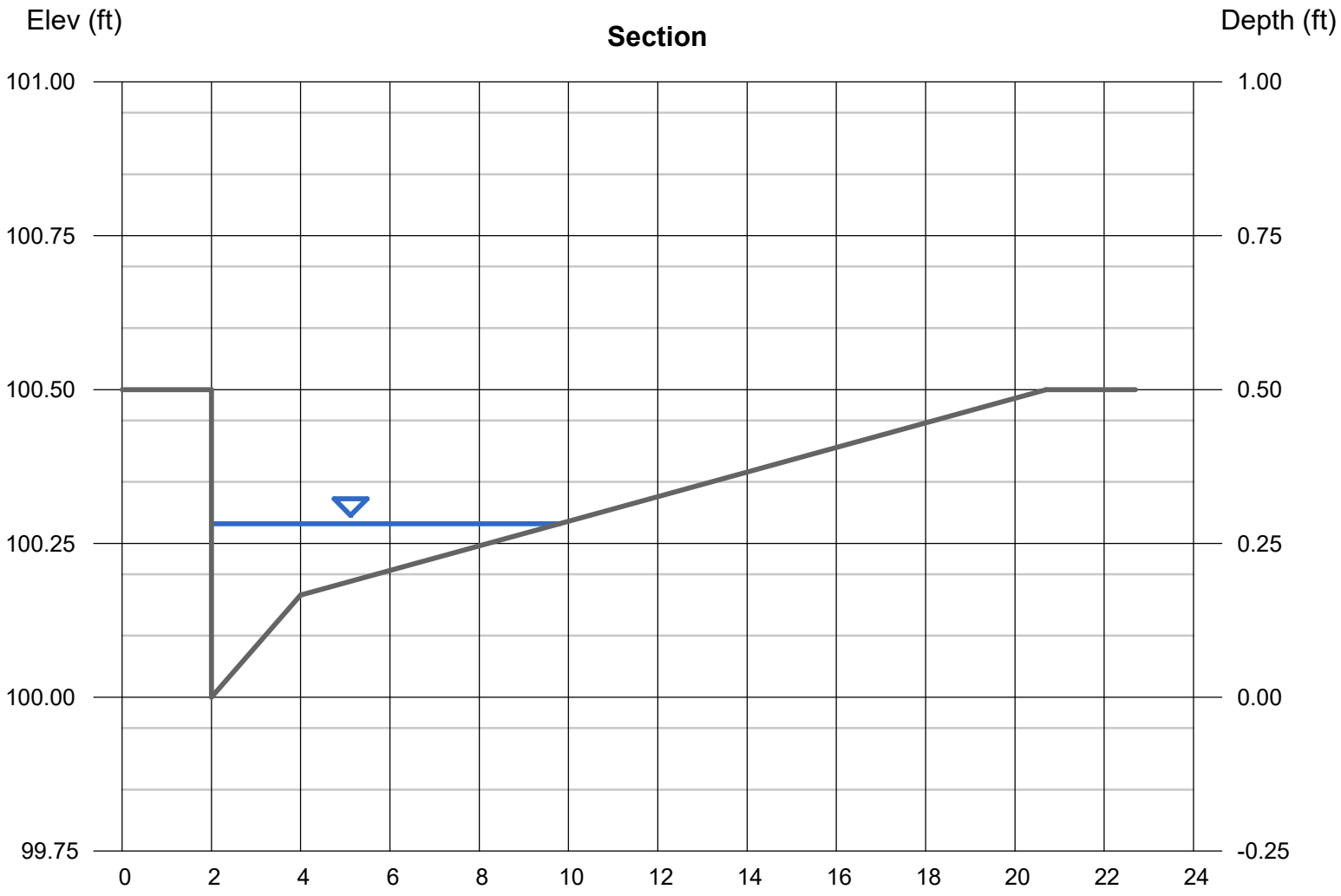
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.10
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.72

Highlighted

Depth (ft)	= 0.28
Q (cfs)	= 0.720
Area (sqft)	= 0.73
Velocity (ft/s)	= 0.98
Wetted Perim (ft)	= 8.09
Crit Depth, Yc (ft)	= 0.25
Spread Width (ft)	= 7.80
EGL (ft)	= 0.30



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

A10 DA Street Capacity 100-YEAR

Gutter

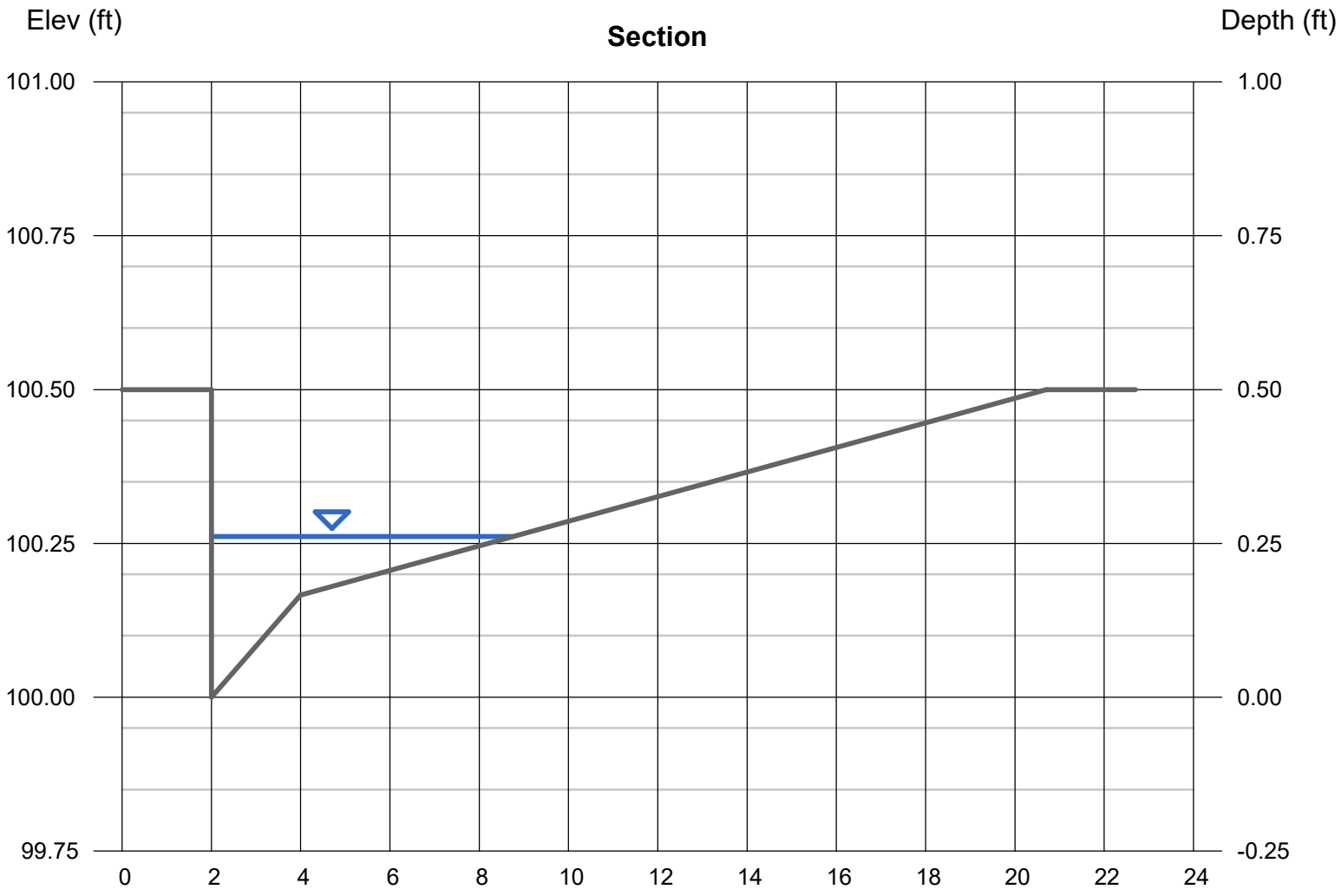
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.10
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.55

Highlighted

Depth (ft)	= 0.26
Q (cfs)	= 0.550
Area (sqft)	= 0.58
Velocity (ft/s)	= 0.95
Wetted Perim (ft)	= 7.02
Crit Depth, Yc (ft)	= 0.23
Spread Width (ft)	= 6.75
EGL (ft)	= 0.27



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

A7 DA Street Capacity 100-YEAR

Gutter

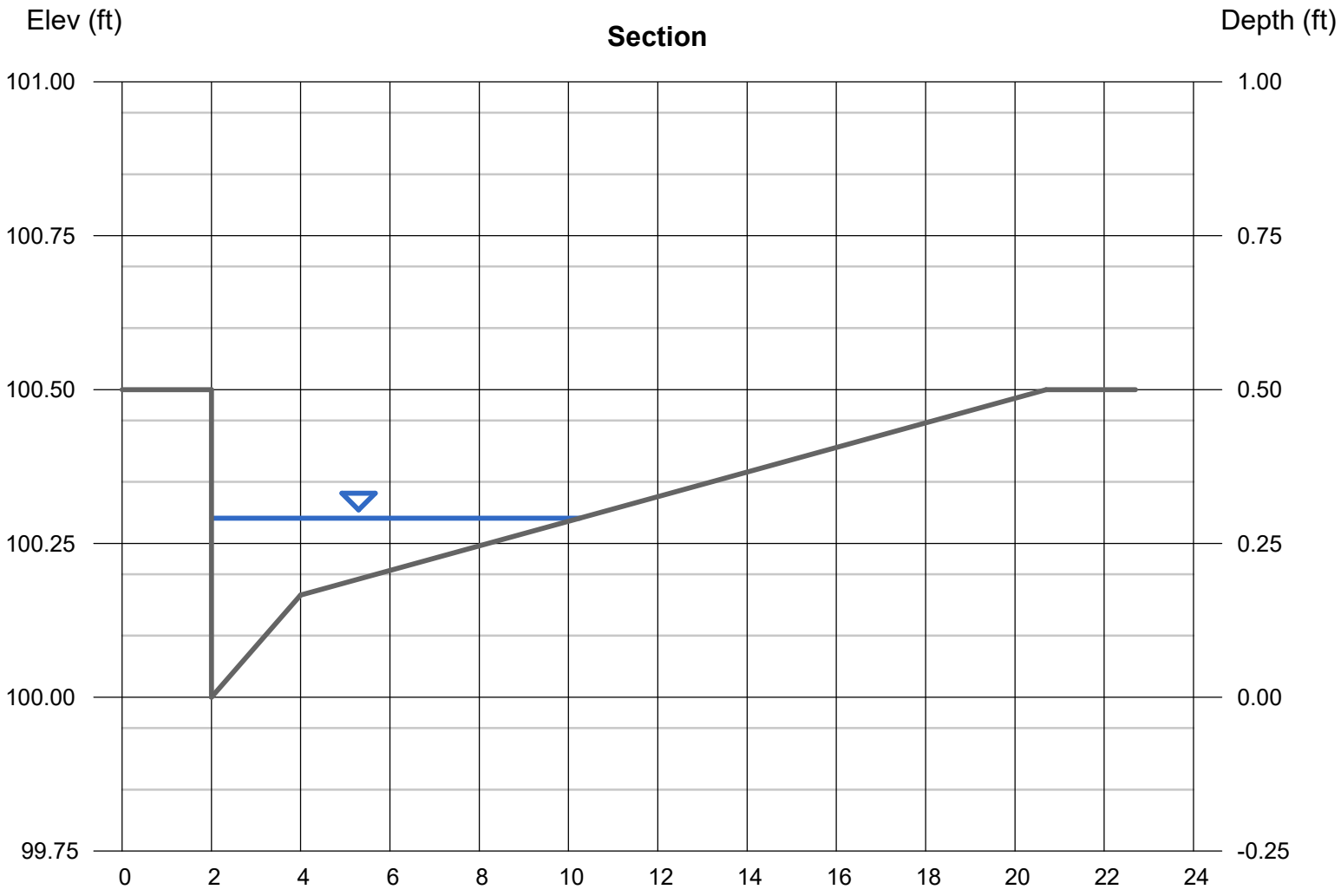
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.30
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 1.39

Highlighted

Depth (ft)	= 0.29
Q (cfs)	= 1.390
Area (sqft)	= 0.81
Velocity (ft/s)	= 1.72
Wetted Perim (ft)	= 8.55
Crit Depth, Yc (ft)	= 0.29
Spread Width (ft)	= 8.25
EGL (ft)	= 0.34



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

A8 DA Street Capacity 100-YEAR

Gutter

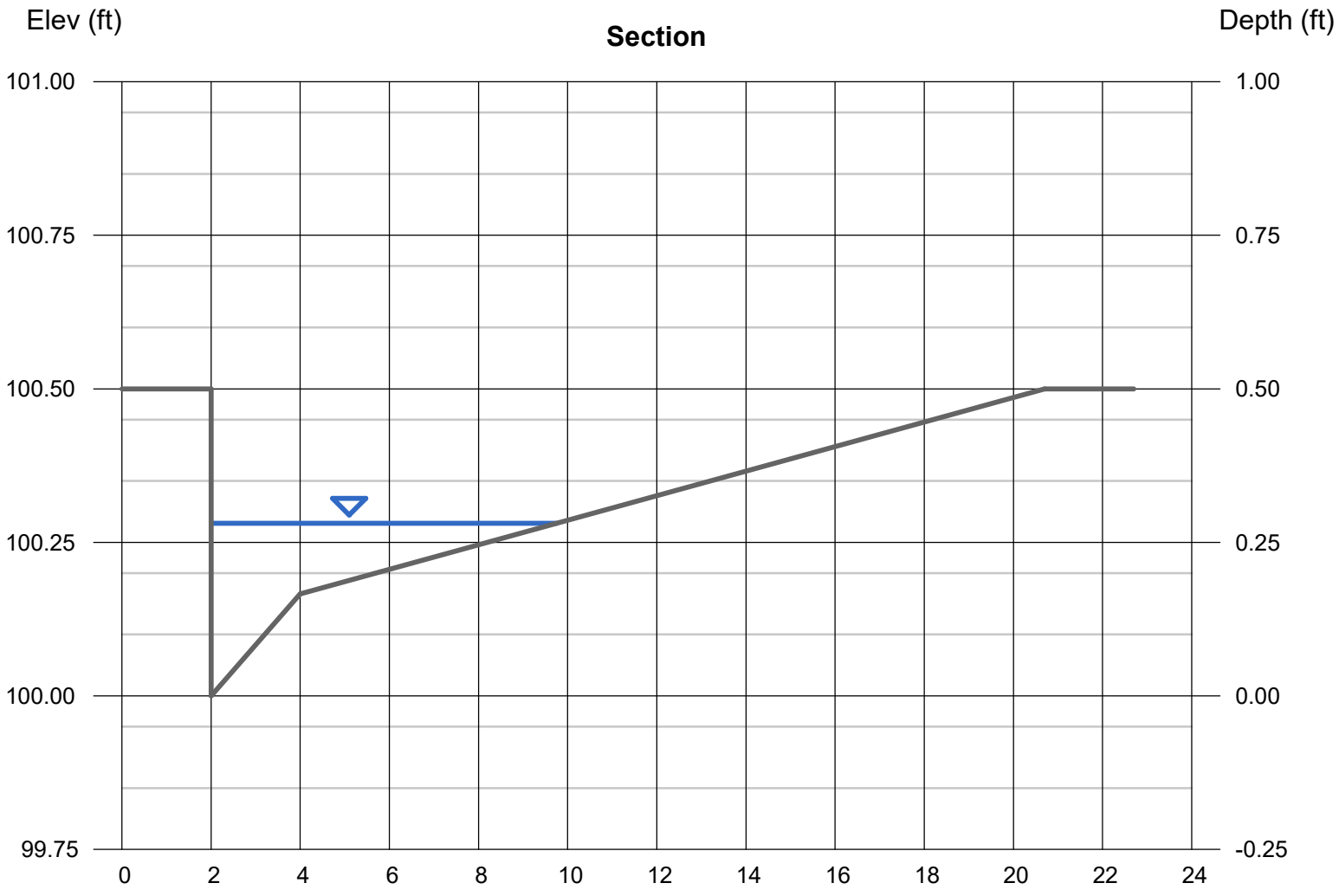
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.40
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 1.42

Highlighted

Depth (ft)	= 0.28
Q (cfs)	= 1.420
Area (sqft)	= 0.73
Velocity (ft/s)	= 1.95
Wetted Perim (ft)	= 8.04
Crit Depth, Yc (ft)	= 0.30
Spread Width (ft)	= 7.75
EGL (ft)	= 0.34



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

A11 DA Street Capacity 100-YEAR

Gutter

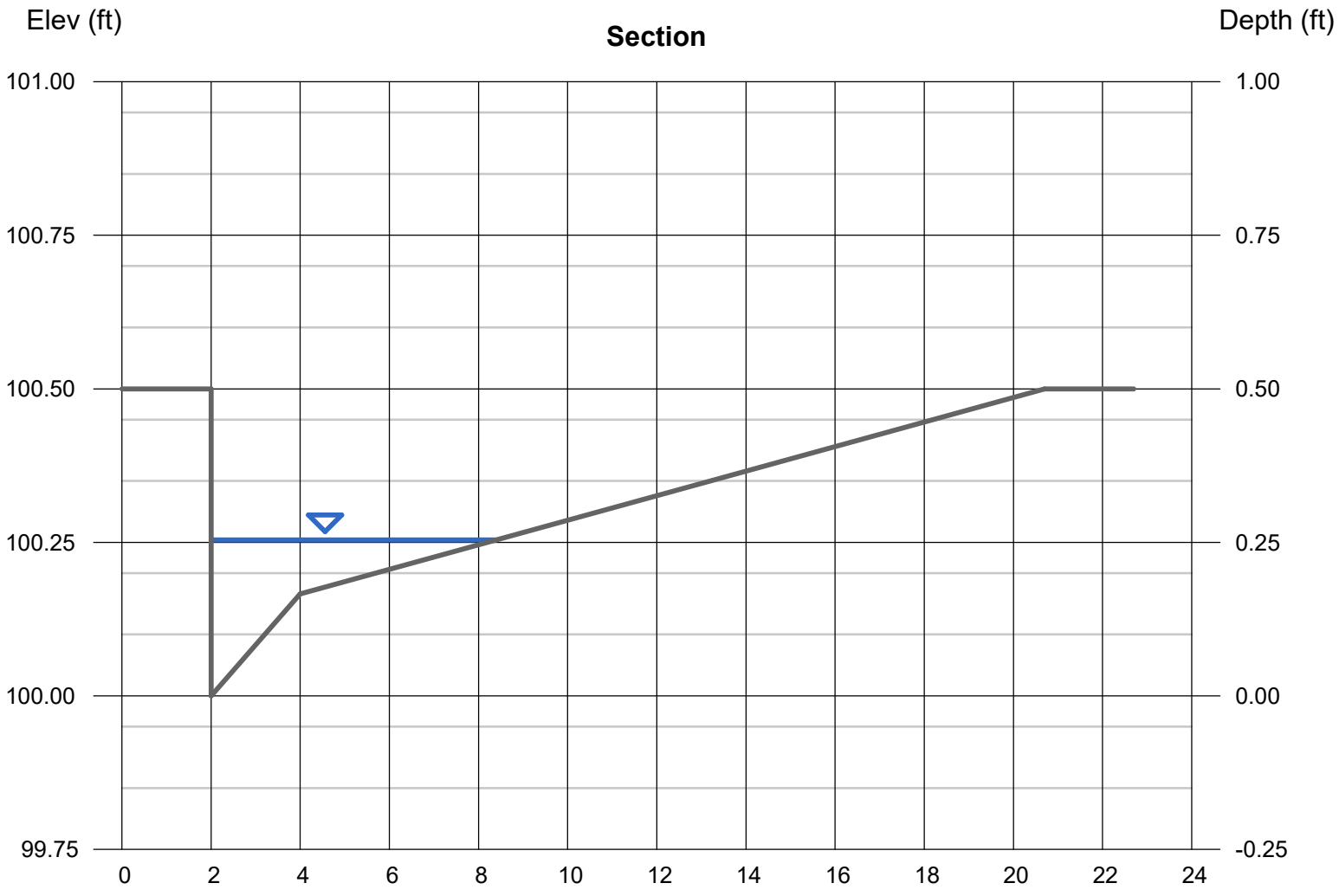
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.90
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 1.50

Highlighted

Depth (ft)	= 0.25
Q (cfs)	= 1.500
Area (sqft)	= 0.54
Velocity (ft/s)	= 2.80
Wetted Perim (ft)	= 6.66
Crit Depth, Yc (ft)	= 0.30
Spread Width (ft)	= 6.40
EGL (ft)	= 0.38



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

B5 DA Street Capacity 100-YEAR

Gutter

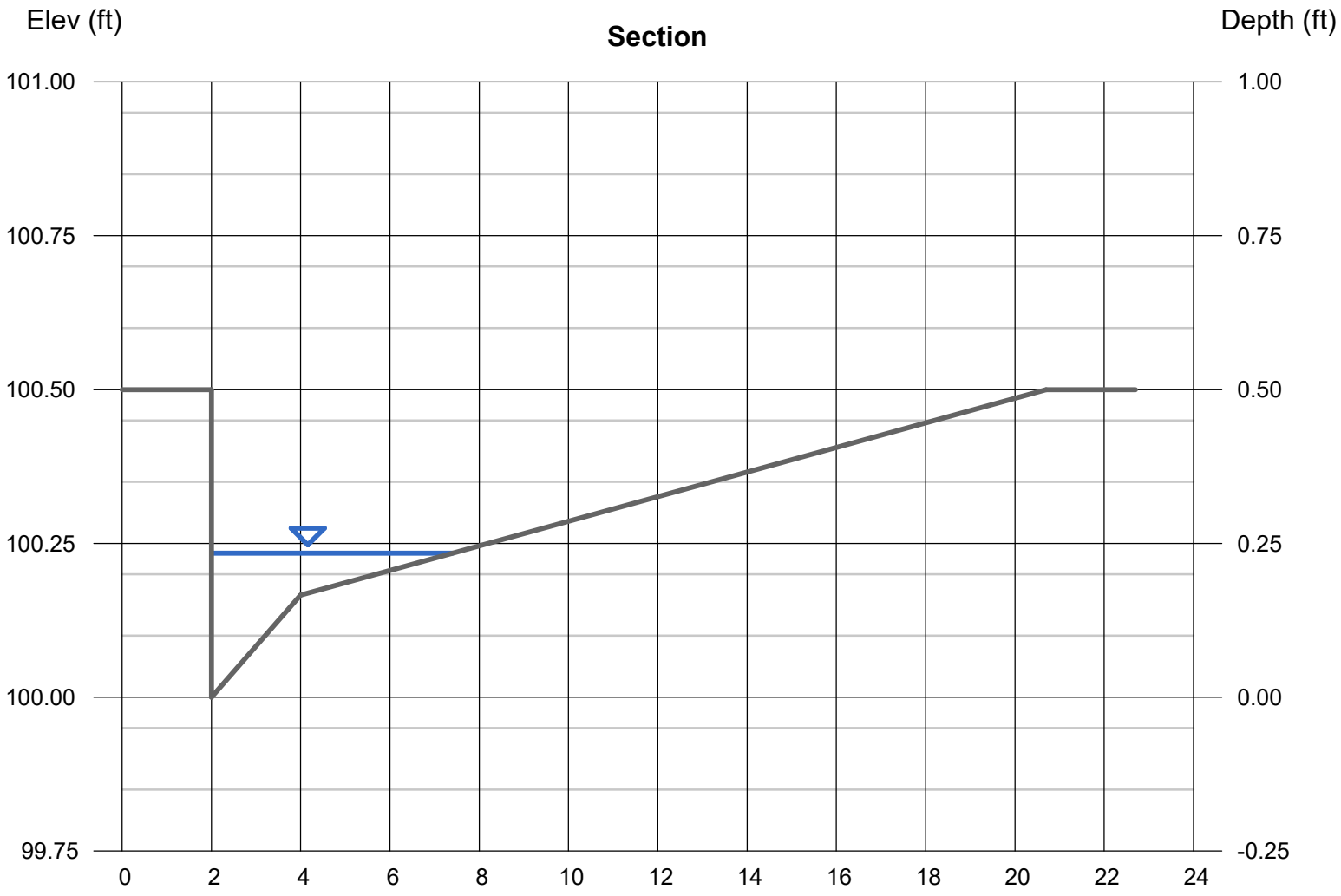
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 1.00
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 1.19

Highlighted

Depth (ft)	= 0.23
Q (cfs)	= 1.190
Area (sqft)	= 0.42
Velocity (ft/s)	= 2.85
Wetted Perim (ft)	= 5.64
Crit Depth, Yc (ft)	= 0.28
Spread Width (ft)	= 5.40
EGL (ft)	= 0.36



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

B6 DA Street Capacity 100-YEAR

Gutter

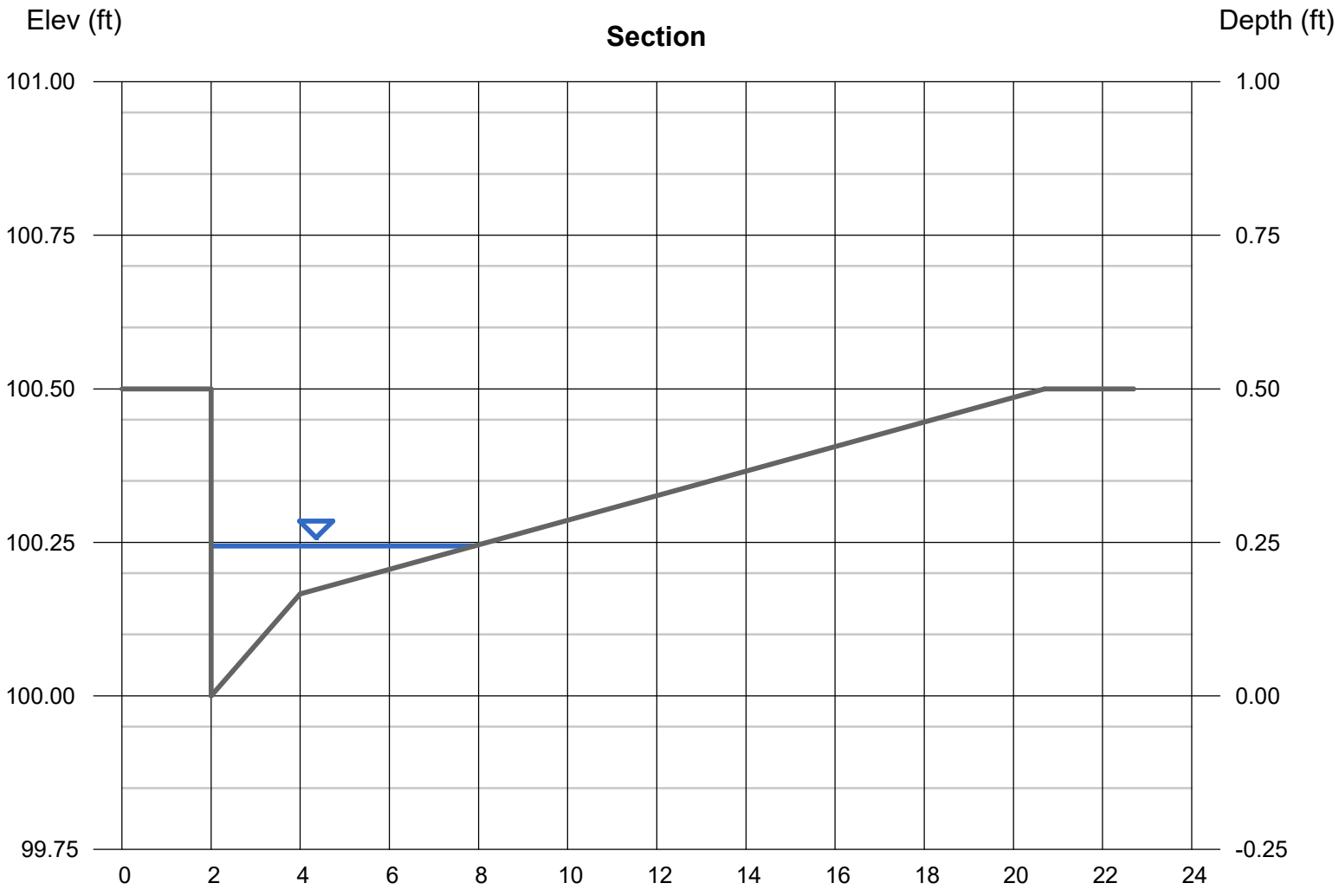
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 1.00
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 1.37

Highlighted

Depth (ft)	= 0.24
Q (cfs)	= 1.370
Area (sqft)	= 0.47
Velocity (ft/s)	= 2.89
Wetted Perim (ft)	= 6.15
Crit Depth, Yc (ft)	= 0.29
Spread Width (ft)	= 5.90
EGL (ft)	= 0.37



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

D2 DA Street Capacity 100-YEAR

Gutter

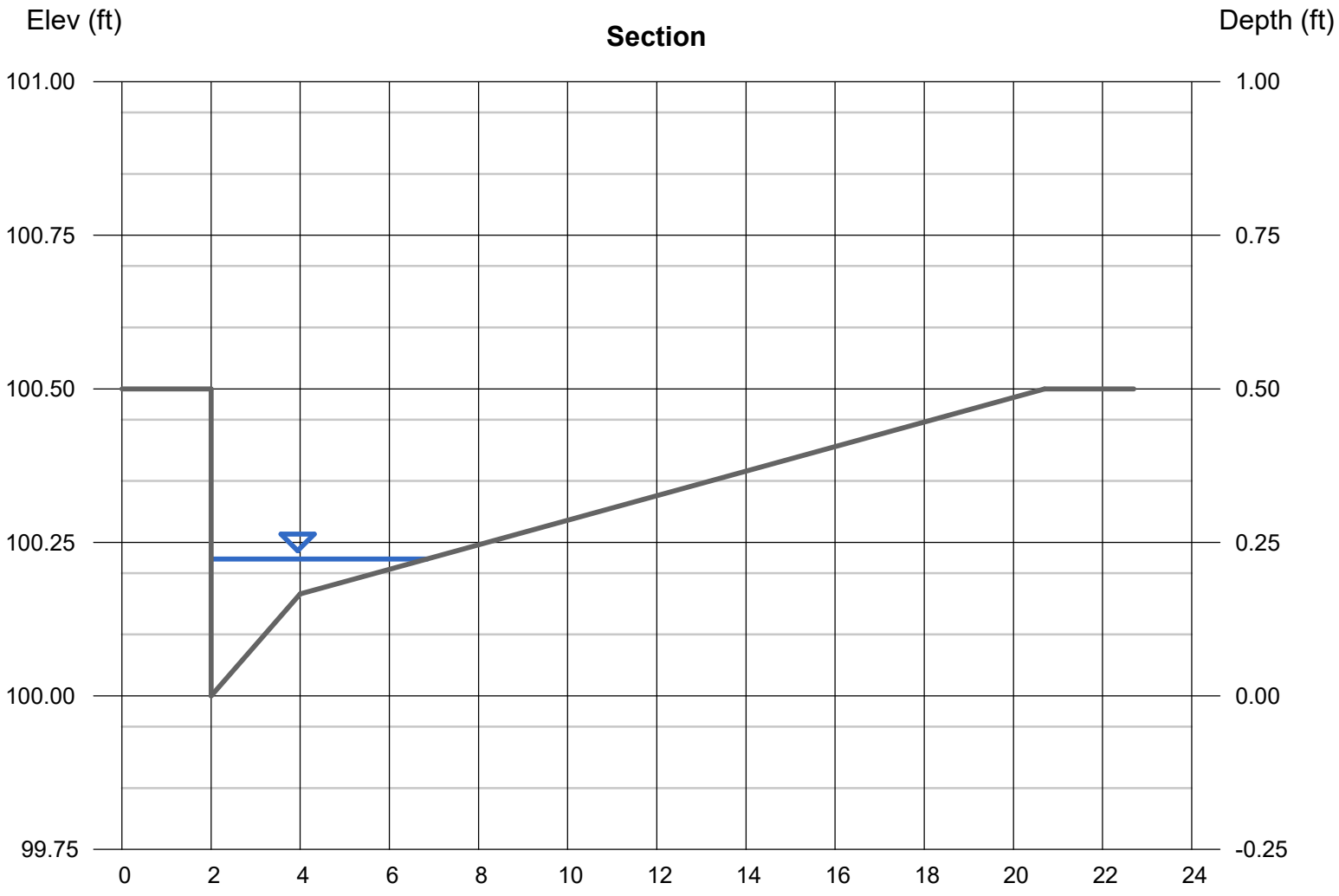
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.50
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.72

Highlighted

Depth (ft)	= 0.22
Q (cfs)	= 0.720
Area (sqft)	= 0.36
Velocity (ft/s)	= 1.99
Wetted Perim (ft)	= 5.08
Crit Depth, Yc (ft)	= 0.25
Spread Width (ft)	= 4.85
EGL (ft)	= 0.28



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

D1 DA Street Capacity 100-YEAR

Gutter

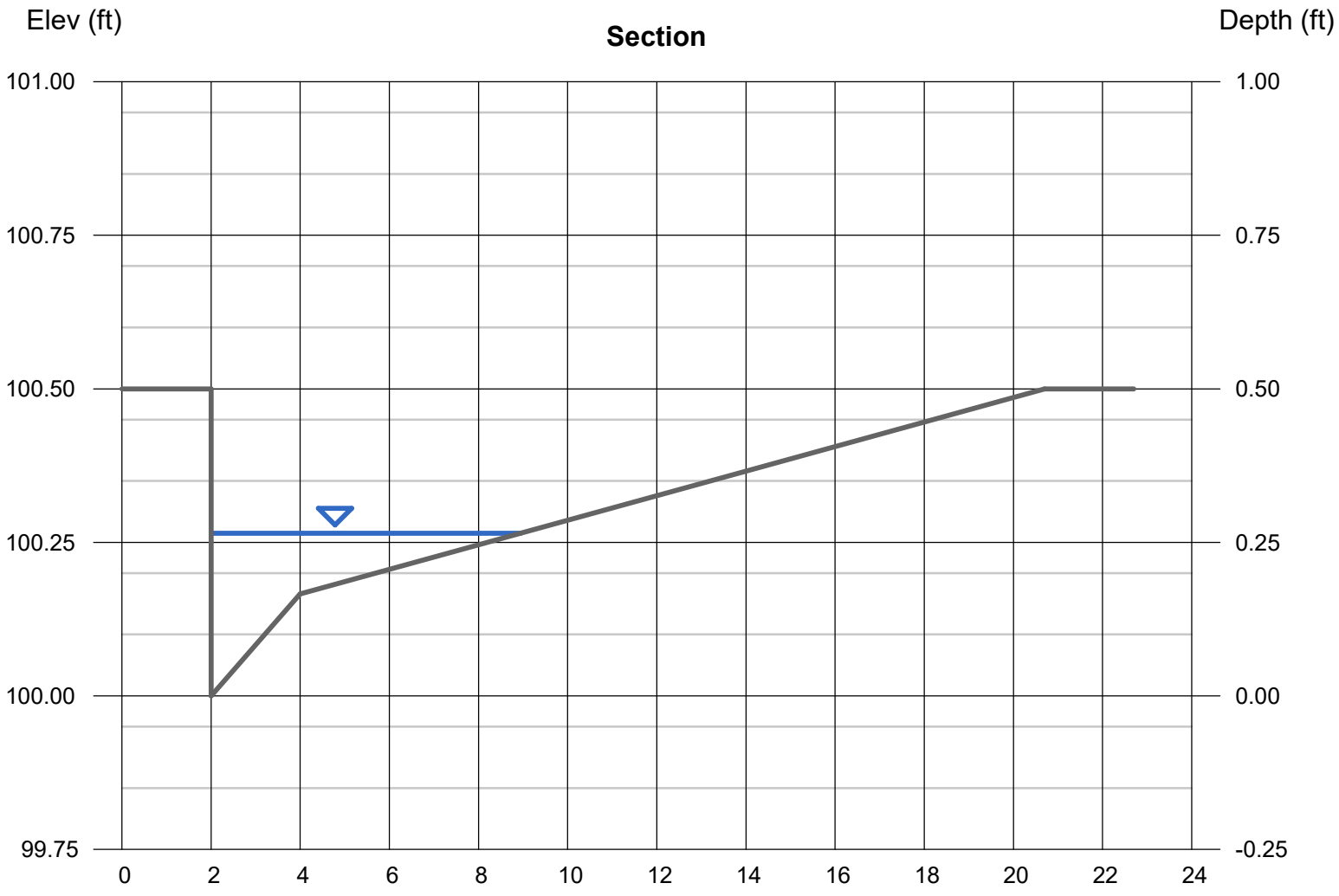
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.10
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.58

Highlighted

Depth (ft)	= 0.27
Q (cfs)	= 0.580
Area (sqft)	= 0.61
Velocity (ft/s)	= 0.95
Wetted Perim (ft)	= 7.22
Crit Depth, Yc (ft)	= 0.23
Spread Width (ft)	= 6.95
EGL (ft)	= 0.28



B3-279

Reach (ft)

Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

B3 DA Street Capacity 100-YEAR

Gutter

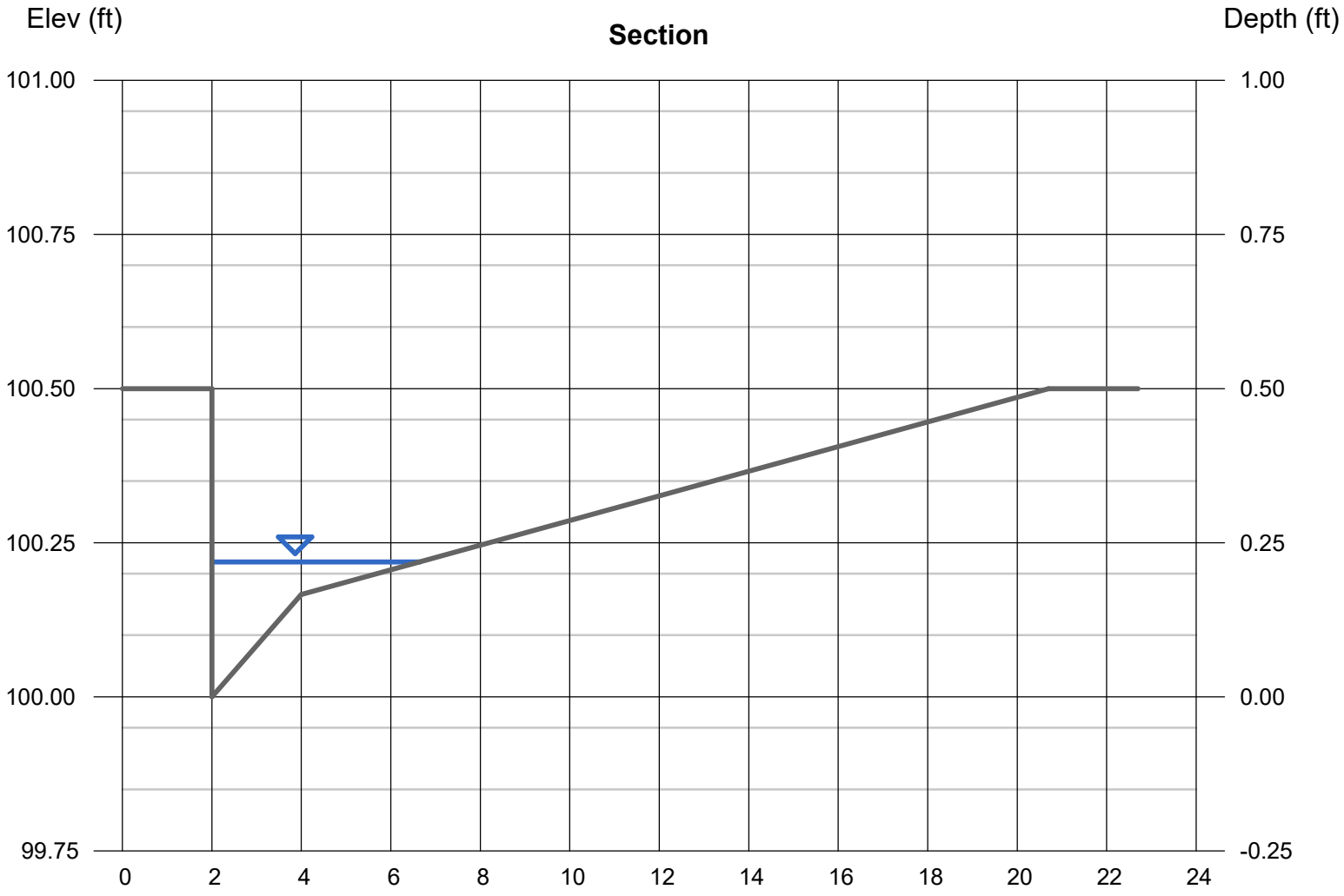
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 1.00
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.95

Highlighted

Depth (ft)	= 0.22
Q (cfs)	= 0.950
Area (sqft)	= 0.34
Velocity (ft/s)	= 2.78
Wetted Perim (ft)	= 4.88
Crit Depth, Yc (ft)	= 0.26
Spread Width (ft)	= 4.65
EGL (ft)	= 0.34



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

B4 DA Street Capacity 100-YEAR

Gutter

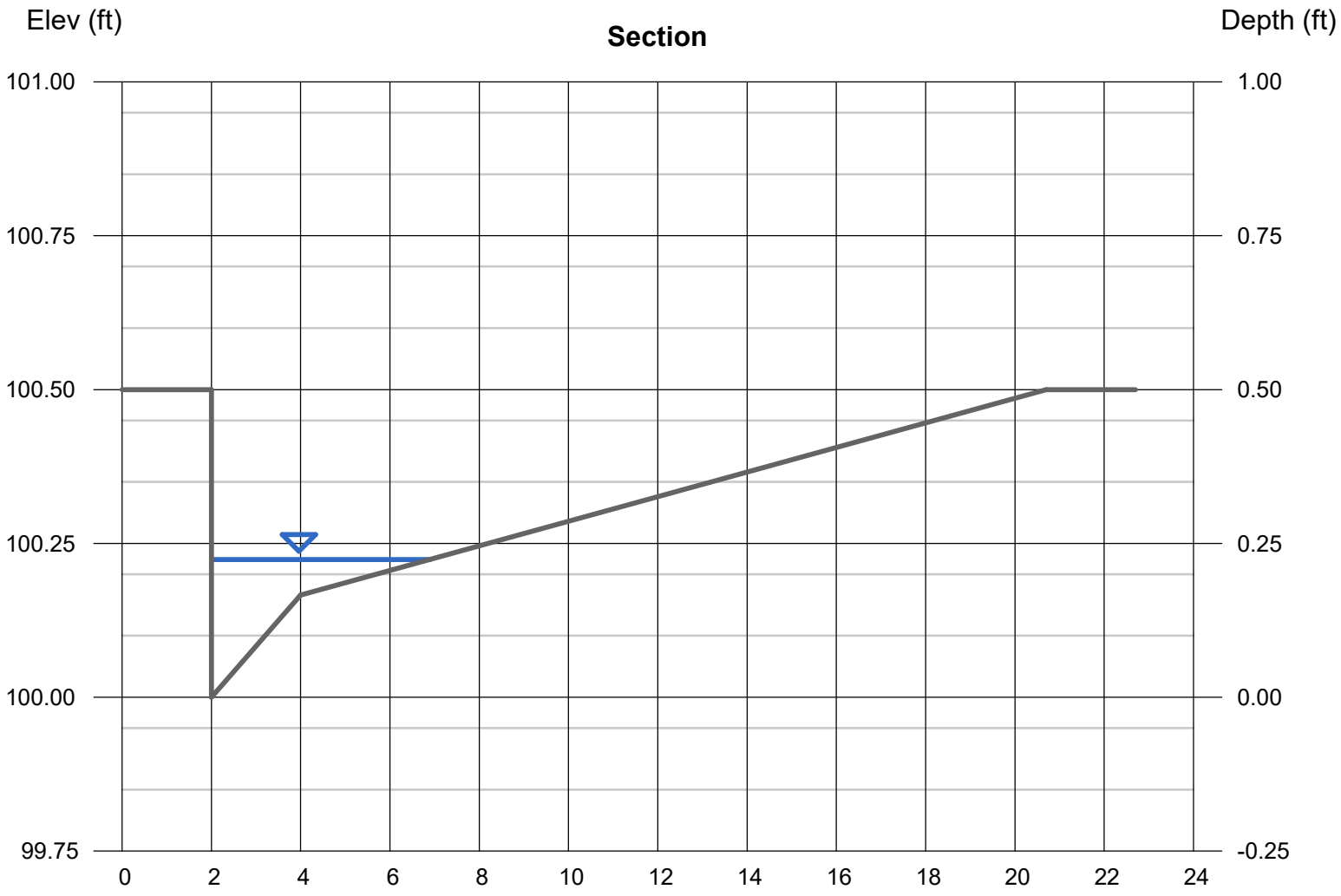
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 1.00
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 1.03

Highlighted

Depth (ft)	= 0.22
Q (cfs)	= 1.030
Area (sqft)	= 0.37
Velocity (ft/s)	= 2.81
Wetted Perim (ft)	= 5.13
Crit Depth, Yc (ft)	= 0.27
Spread Width (ft)	= 4.90
EGL (ft)	= 0.35



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

B2 DA Street Capacity 100-YEAR

Gutter

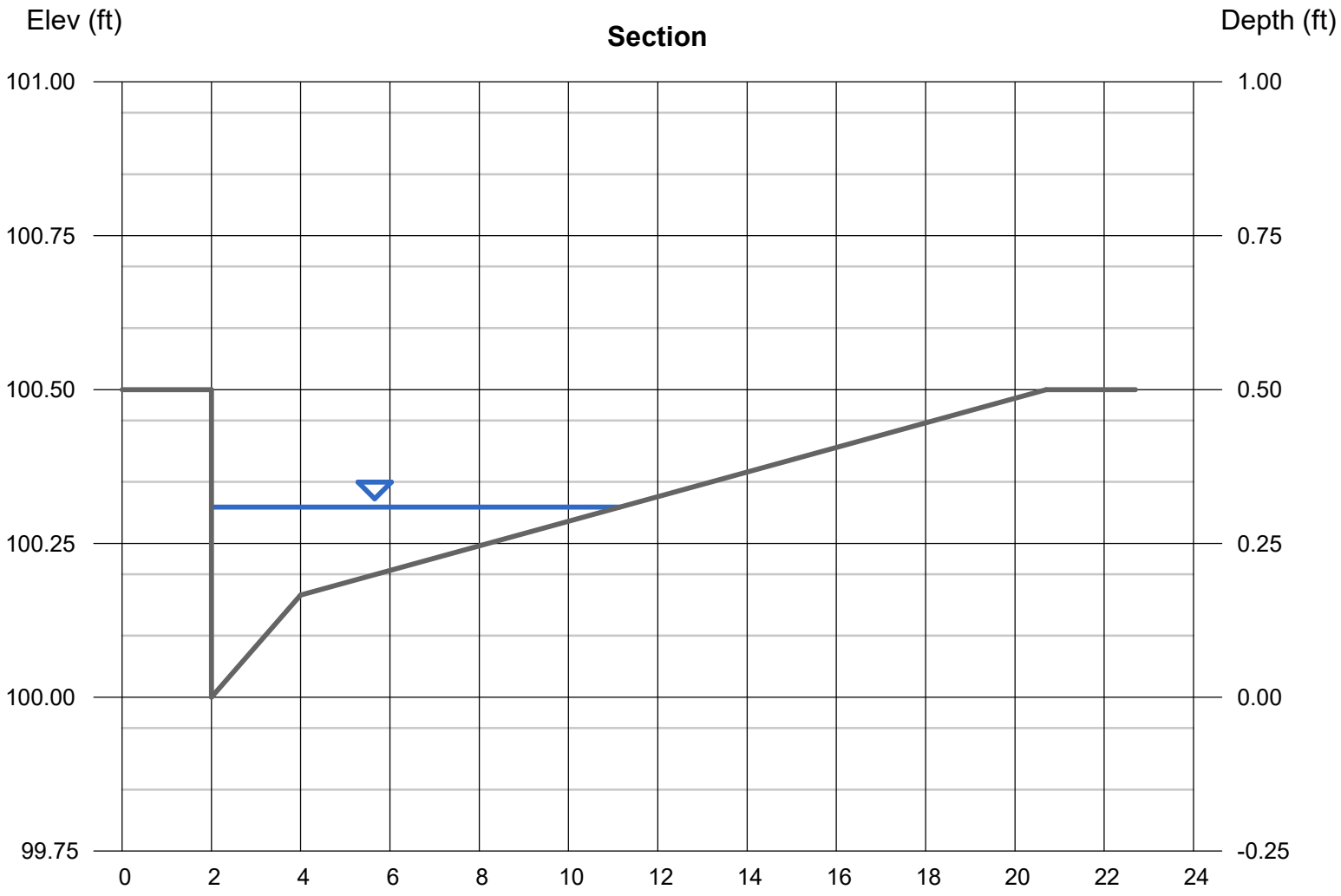
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.10
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 1.00

Highlighted

Depth (ft)	= 0.31
Q (cfs)	= 1.000
Area (sqft)	= 0.96
Velocity (ft/s)	= 1.04
Wetted Perim (ft)	= 9.47
Crit Depth, Yc (ft)	= 0.27
Spread Width (ft)	= 9.15
EGL (ft)	= 0.33



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

B1 DA Street Capacity 100-YEAR

Gutter

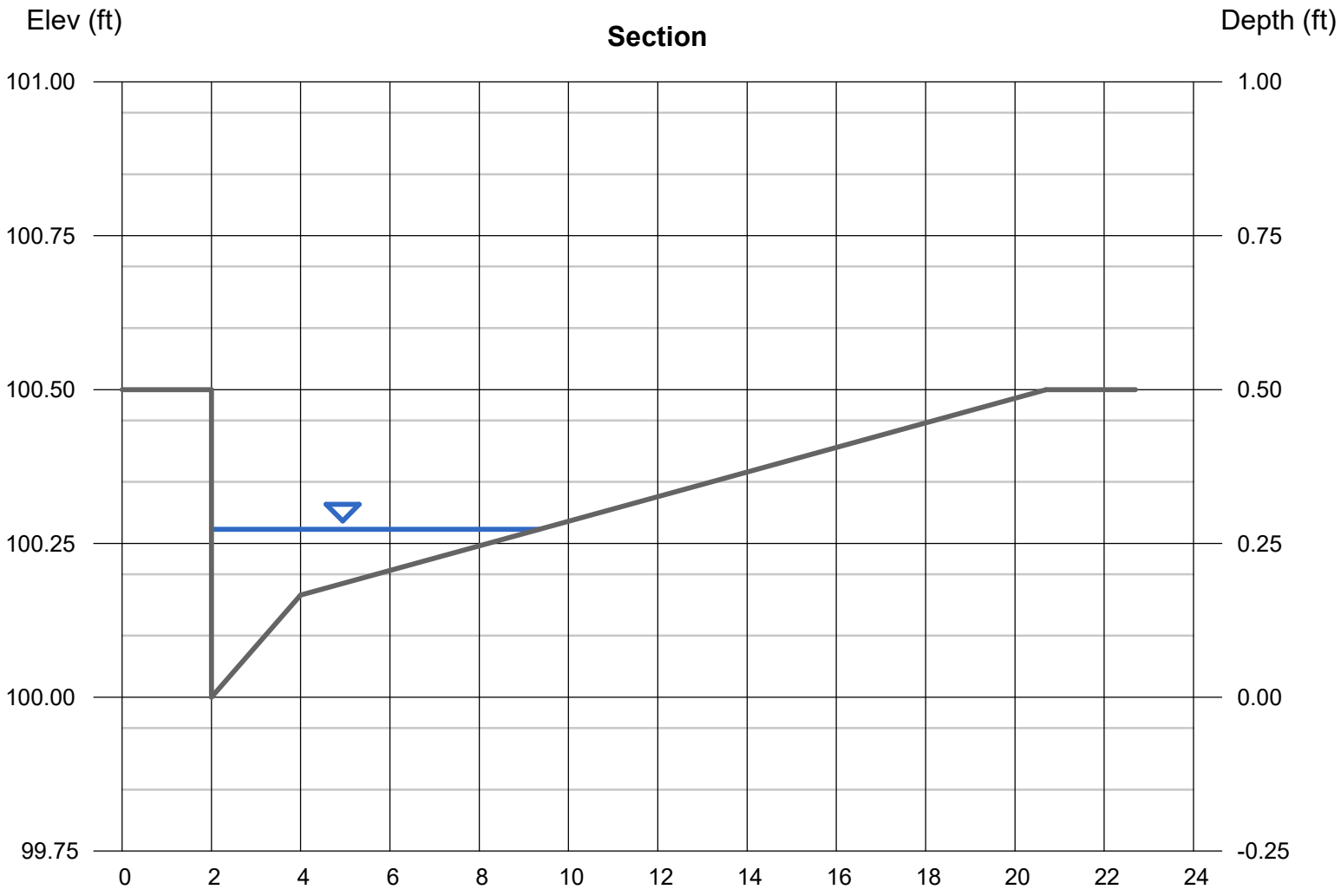
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.30
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 1.11

Highlighted

Depth (ft)	= 0.27
Q (cfs)	= 1.110
Area (sqft)	= 0.67
Velocity (ft/s)	= 1.67
Wetted Perim (ft)	= 7.63
Crit Depth, Yc (ft)	= 0.28
Spread Width (ft)	= 7.35
EGL (ft)	= 0.32



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

A6 DA Street Capacity 100-YEAR

Gutter

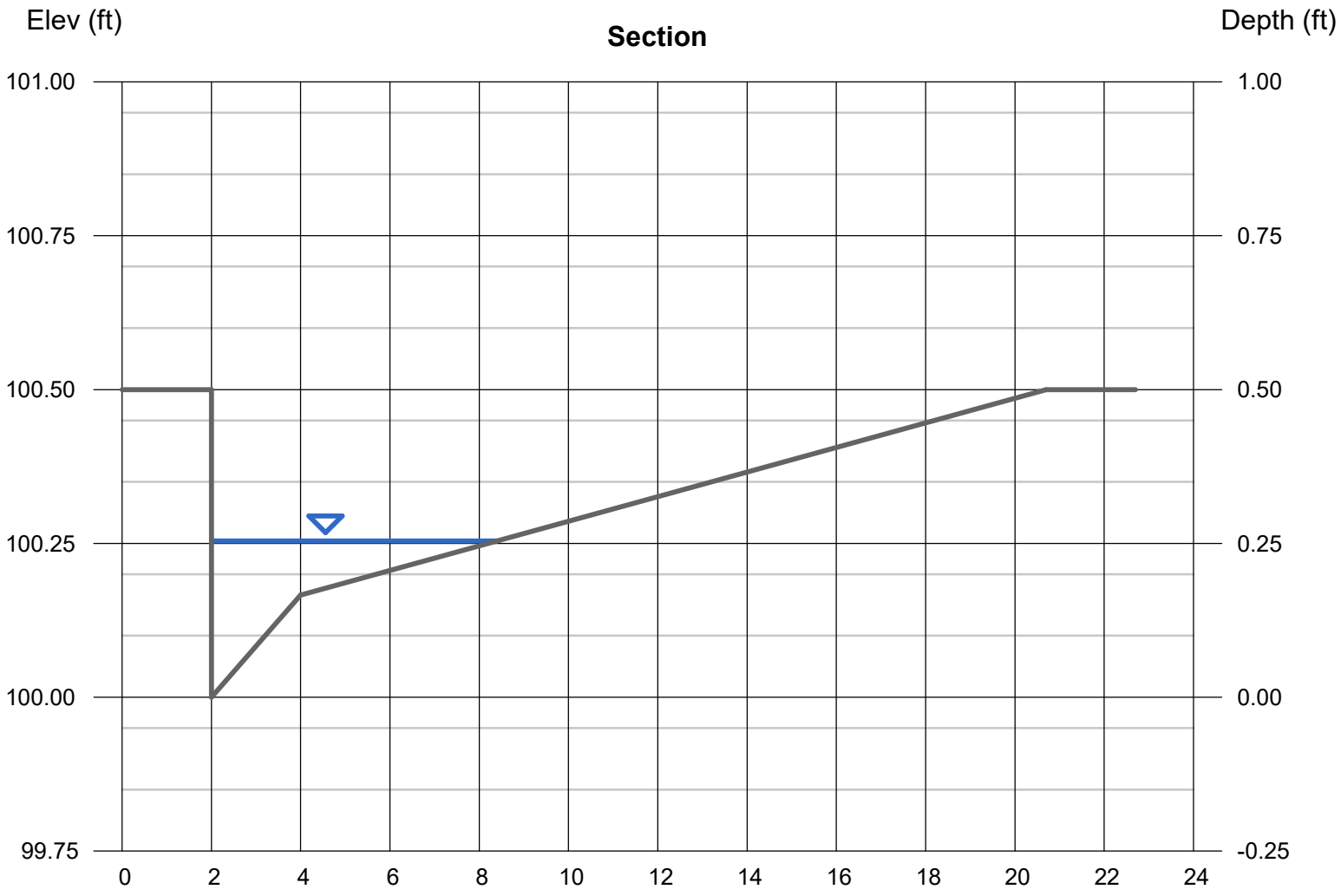
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.80
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 1.41

Highlighted

Depth (ft)	= 0.25
Q (cfs)	= 1.410
Area (sqft)	= 0.54
Velocity (ft/s)	= 2.63
Wetted Perim (ft)	= 6.66
Crit Depth, Yc (ft)	= 0.29
Spread Width (ft)	= 6.40
EGL (ft)	= 0.36



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

A5 DA Street Capacity 100-YEAR

Gutter

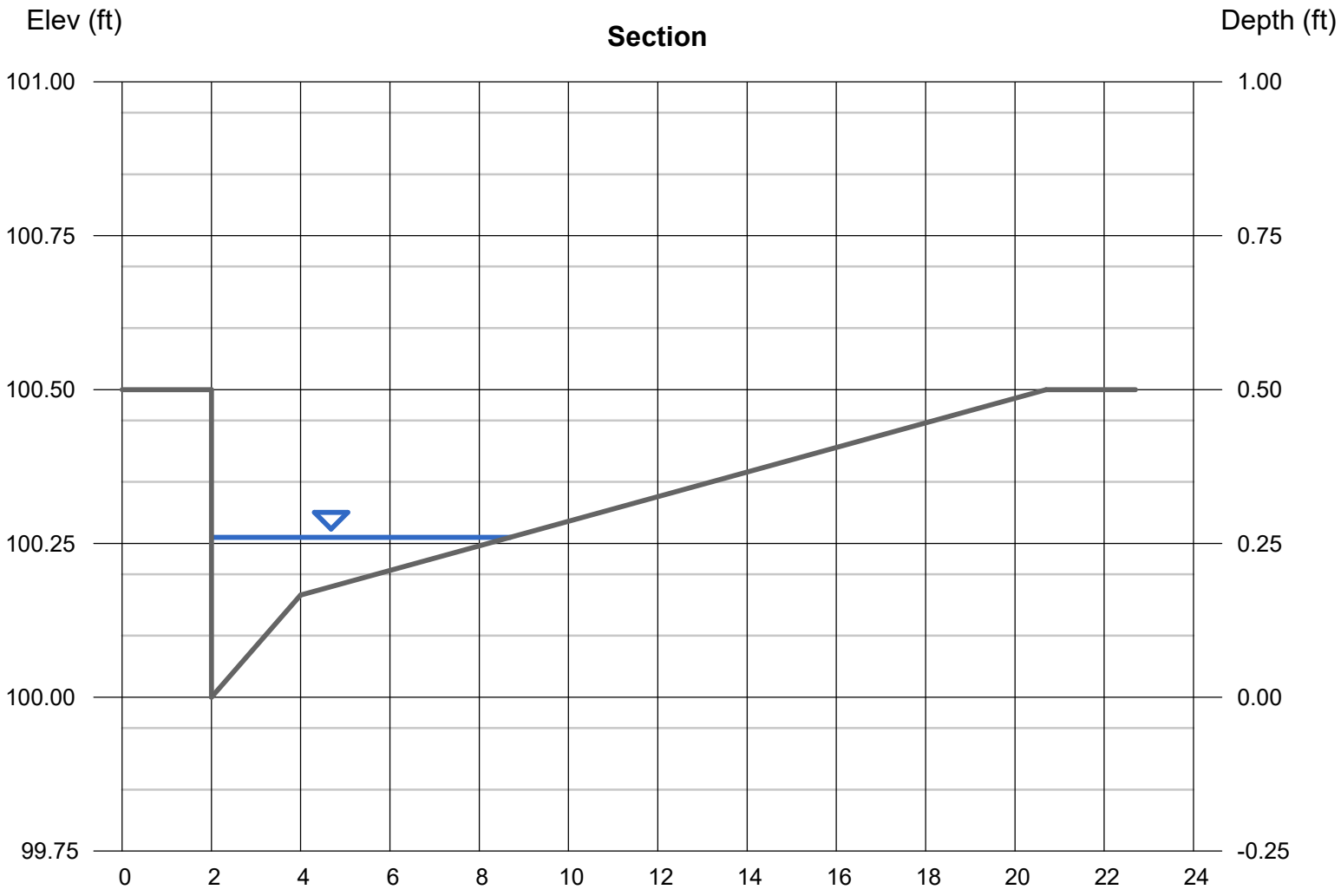
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.80
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 1.53

Highlighted

Depth (ft)	= 0.26
Q (cfs)	= 1.530
Area (sqft)	= 0.57
Velocity (ft/s)	= 2.66
Wetted Perim (ft)	= 6.97
Crit Depth, Yc (ft)	= 0.30
Spread Width (ft)	= 6.70
EGL (ft)	= 0.37



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

A3 DA Street Capacity 100-YEAR

Gutter

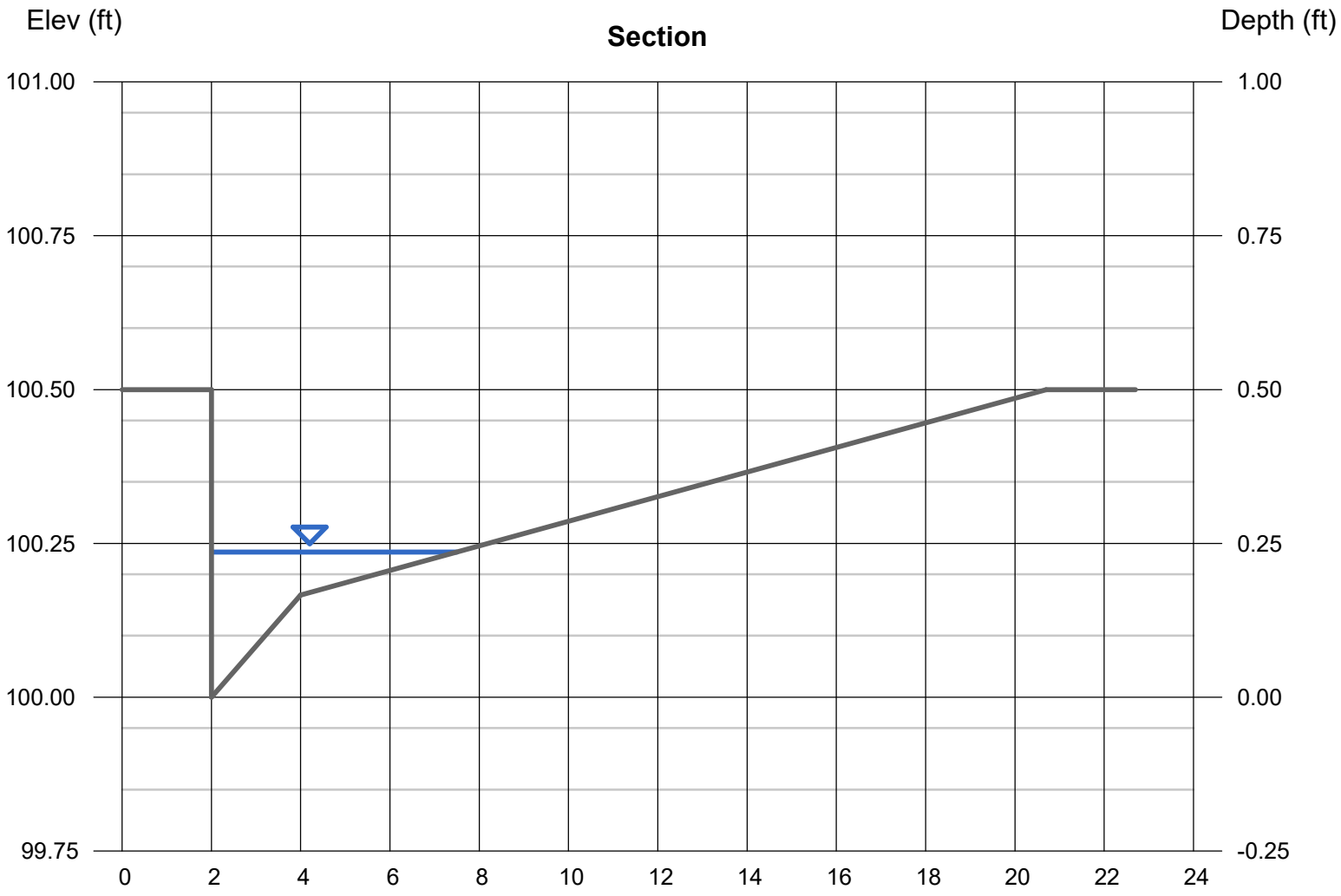
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 1.10
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 1.28

Highlighted

Depth (ft)	= 0.24
Q (cfs)	= 1.280
Area (sqft)	= 0.43
Velocity (ft/s)	= 2.99
Wetted Perim (ft)	= 5.74
Crit Depth, Yc (ft)	= 0.29
Spread Width (ft)	= 5.50
EGL (ft)	= 0.37



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

A4 DA Street Capacity 100-YEAR

Gutter

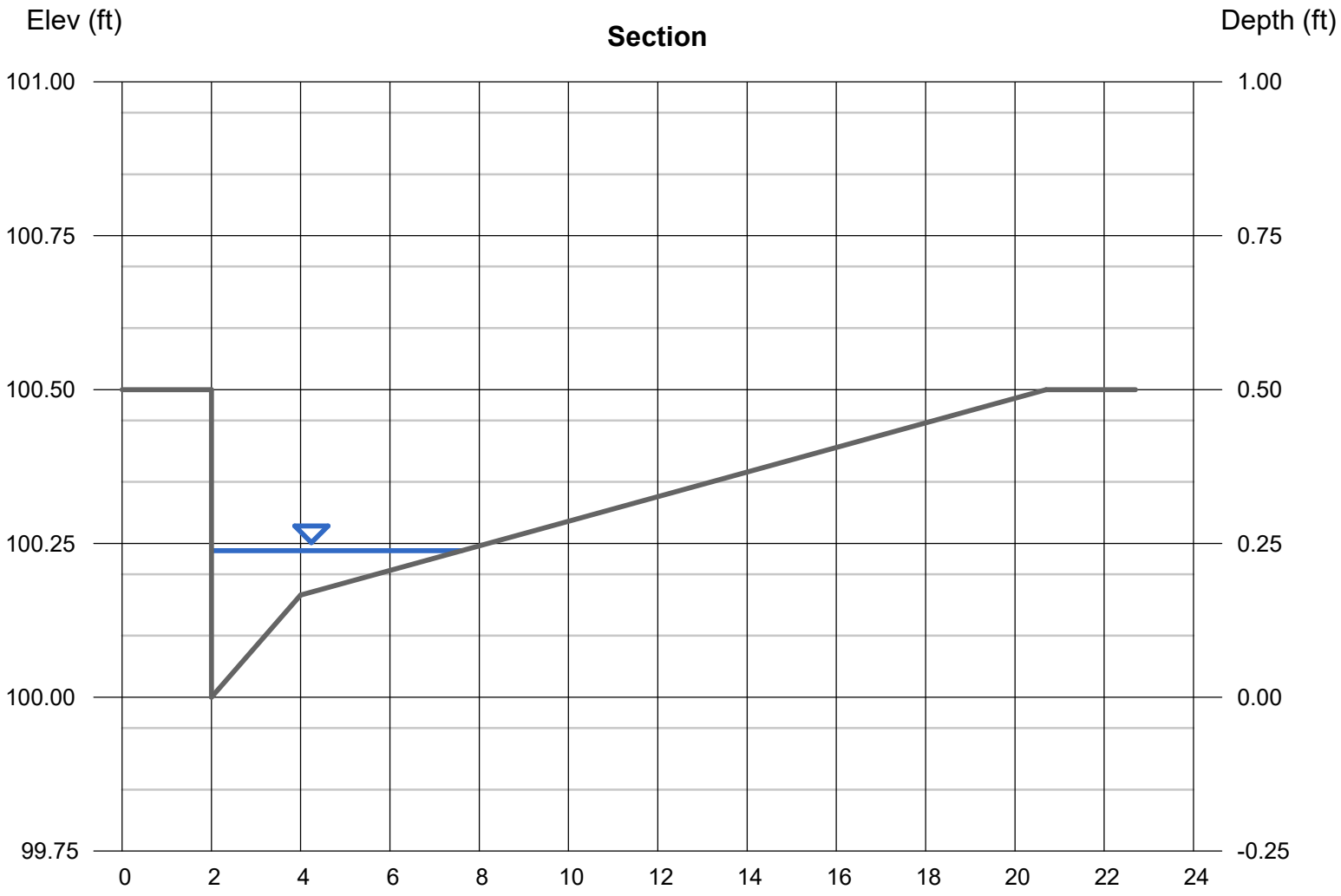
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 1.00
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 1.26

Highlighted

Depth (ft)	= 0.24
Q (cfs)	= 1.260
Area (sqft)	= 0.44
Velocity (ft/s)	= 2.87
Wetted Perim (ft)	= 5.85
Crit Depth, Yc (ft)	= 0.29
Spread Width (ft)	= 5.60
EGL (ft)	= 0.37



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

A2 DA Street Capacity 100-YEAR

Gutter

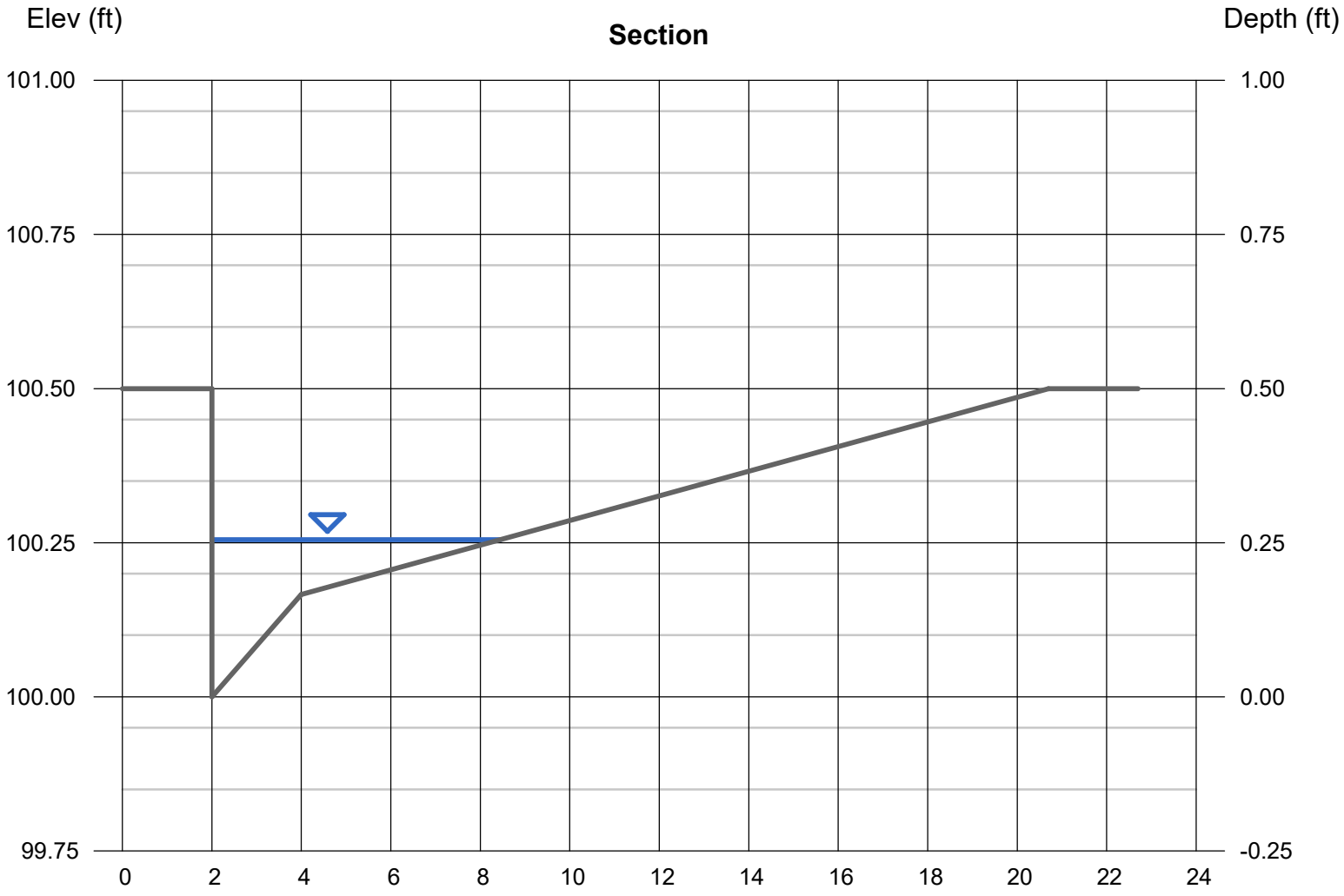
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.60
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 1.23

Highlighted

Depth (ft)	= 0.26
Q (cfs)	= 1.230
Area (sqft)	= 0.54
Velocity (ft/s)	= 2.27
Wetted Perim (ft)	= 6.71
Crit Depth, Yc (ft)	= 0.28
Spread Width (ft)	= 6.45
EGL (ft)	= 0.34



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

A1 DA Street Capacity 100-YEAR

Gutter

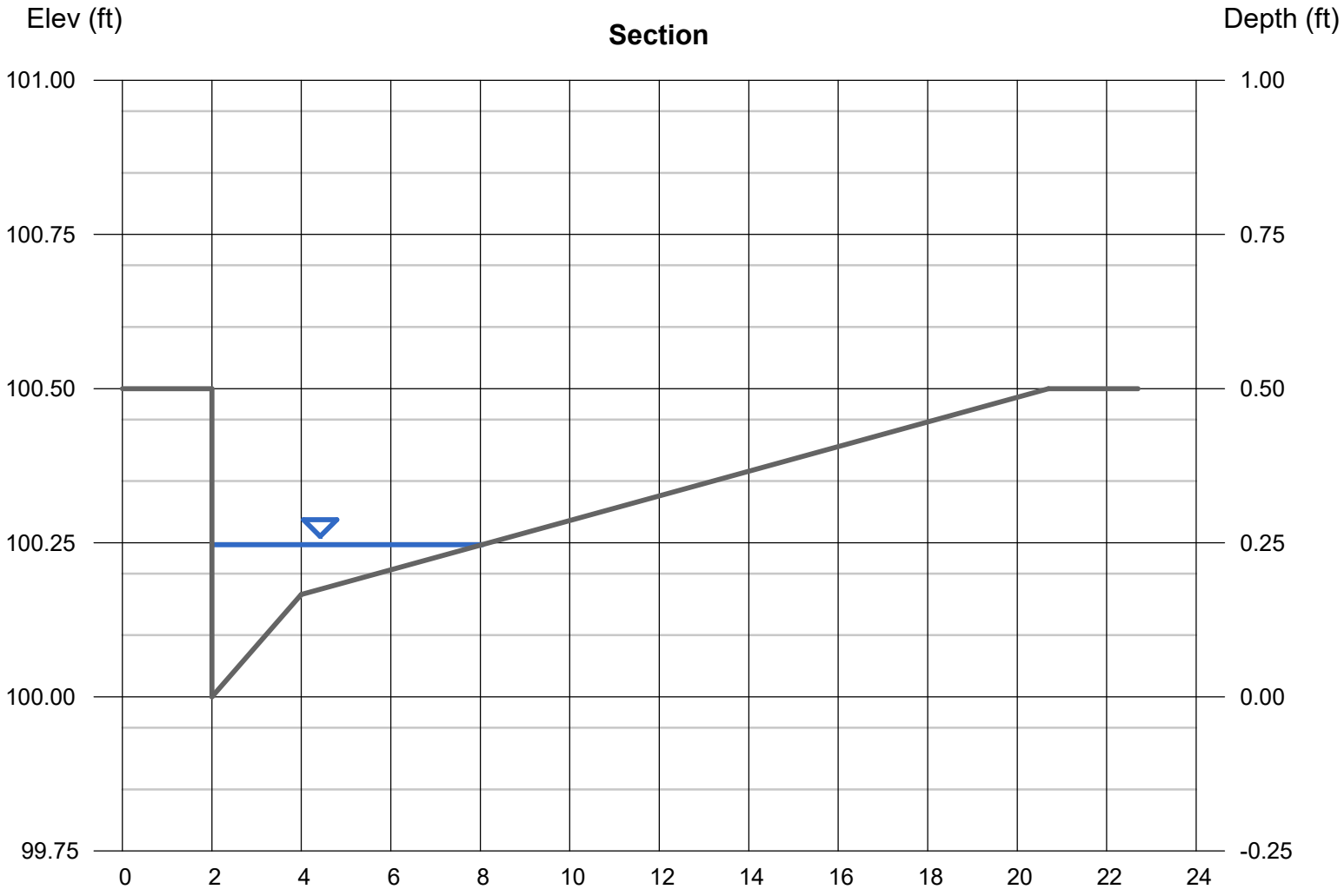
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.30
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.78

Highlighted

Depth (ft)	= 0.25
Q (cfs)	= 0.780
Area (sqft)	= 0.49
Velocity (ft/s)	= 1.59
Wetted Perim (ft)	= 6.30
Crit Depth, Yc (ft)	= 0.25
Spread Width (ft)	= 6.05
EGL (ft)	= 0.29



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

H3 DA Street Capacity 100-YEAR

Gutter

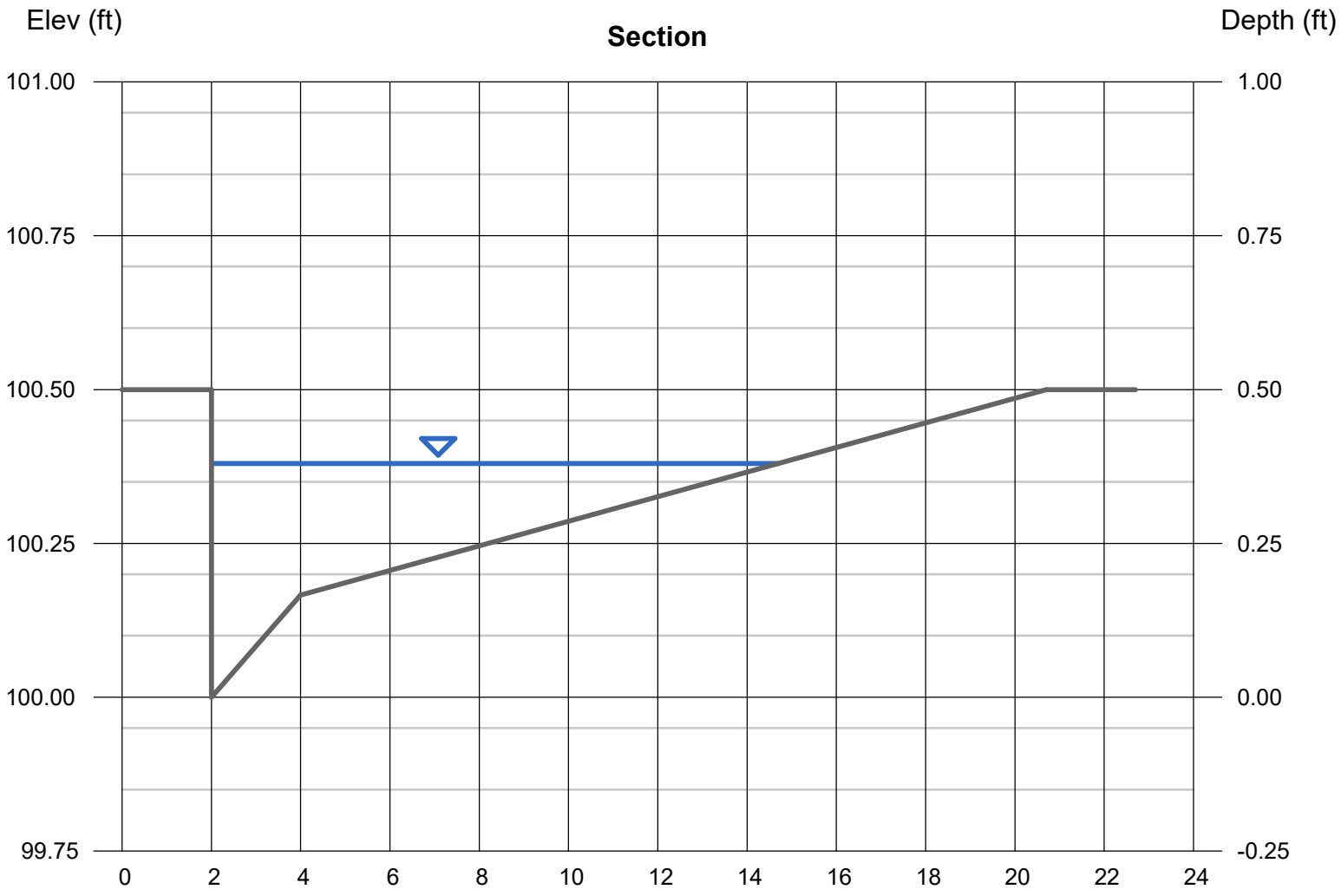
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.20
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 2.92

Highlighted

Depth (ft)	= 0.38
Q (cfs)	= 2.920
Area (sqft)	= 1.74
Velocity (ft/s)	= 1.68
Wetted Perim (ft)	= 13.09
Crit Depth, Yc (ft)	= 0.36
Spread Width (ft)	= 12.70
EGL (ft)	= 0.42



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

H4 DA Street Capacity 100-YEAR

Gutter

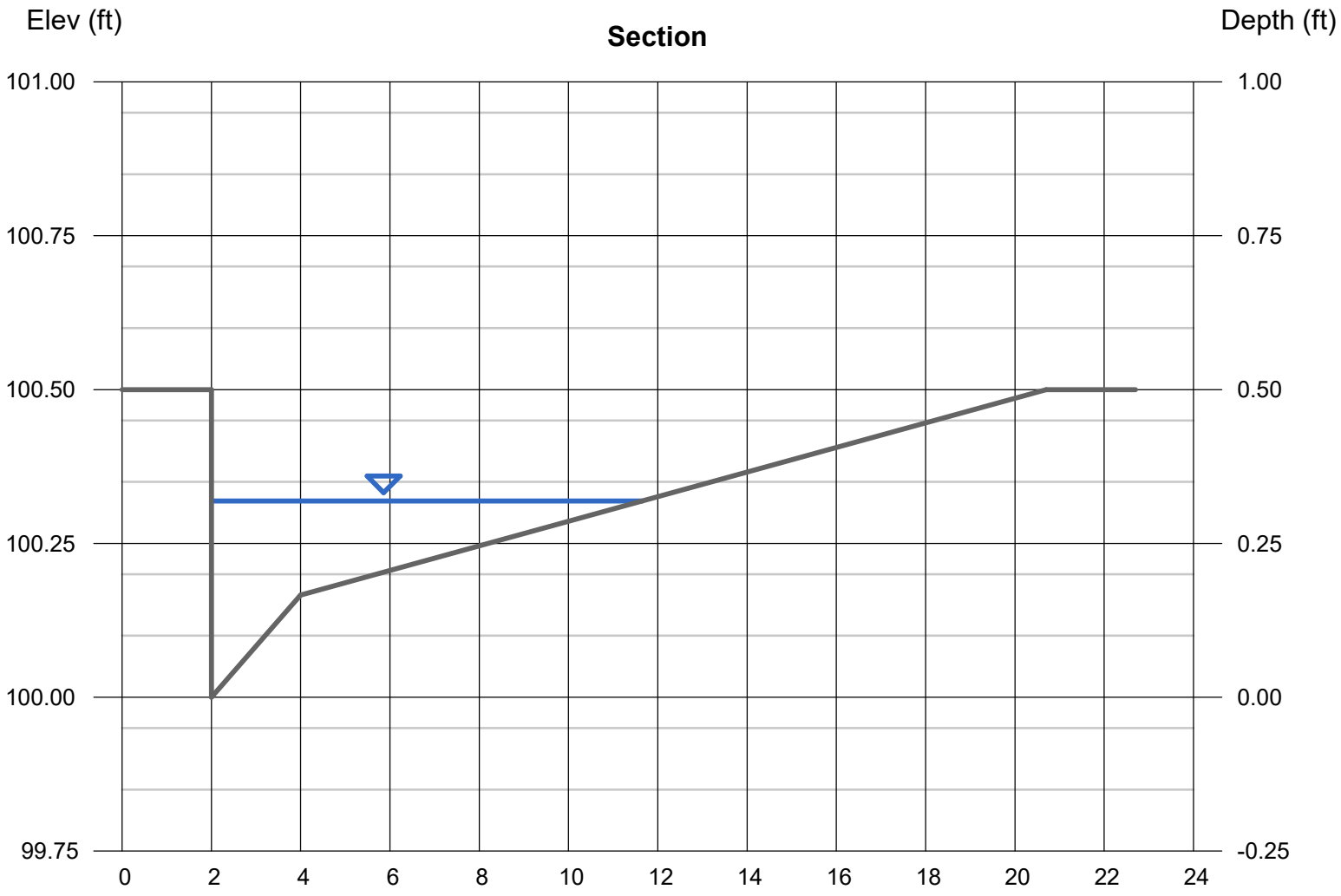
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.60
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 2.73

Highlighted

Depth (ft)	= 0.32
Q (cfs)	= 2.730
Area (sqft)	= 1.06
Velocity (ft/s)	= 2.58
Wetted Perim (ft)	= 9.98
Crit Depth, Yc (ft)	= 0.35
Spread Width (ft)	= 9.65
EGL (ft)	= 0.42



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

H1 DA Street Capacity 100-YEAR

Gutter

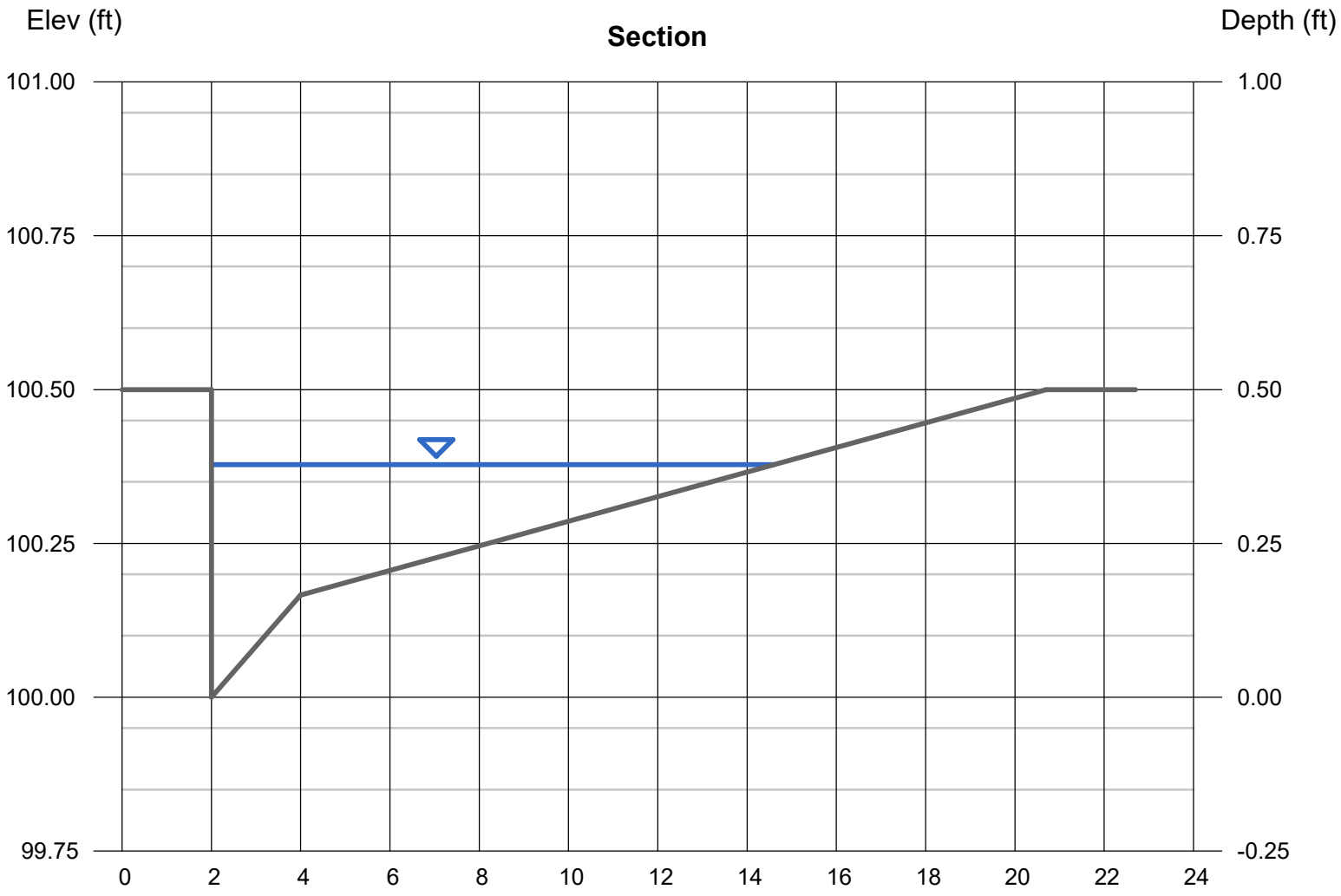
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.20
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 2.88

Highlighted

Depth (ft)	= 0.38
Q (cfs)	= 2.880
Area (sqft)	= 1.71
Velocity (ft/s)	= 1.68
Wetted Perim (ft)	= 12.99
Crit Depth, Yc (ft)	= 0.36
Spread Width (ft)	= 12.60
EGL (ft)	= 0.42



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

H2 DA Street Capacity 100-YEAR

Gutter

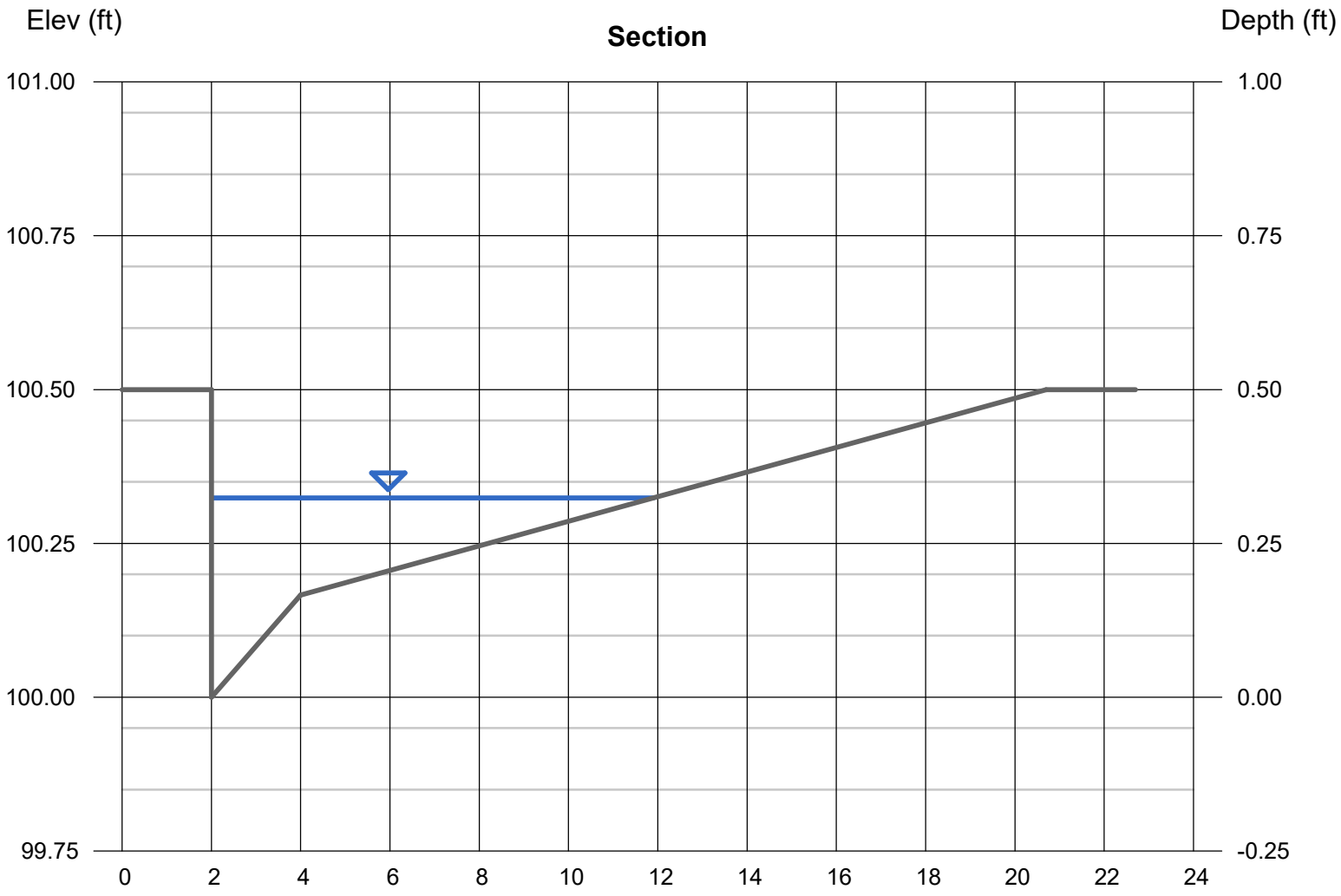
Cross Sl, Sx (ft/ft)	= 0.020
Cross Sl, Sw (ft/ft)	= 0.083
Gutter Width (ft)	= 2.00
Invert Elev (ft)	= 100.00
Slope (%)	= 0.60
N-Value	= 0.013

Calculations

Compute by:	Known Q
Known Q (cfs)	= 2.88

Highlighted

Depth (ft)	= 0.32
Q (cfs)	= 2.880
Area (sqft)	= 1.11
Velocity (ft/s)	= 2.60
Wetted Perim (ft)	= 10.23
Crit Depth, Yc (ft)	= 0.36
Spread Width (ft)	= 9.90
EGL (ft)	= 0.43



B.3 – CATCH BASIN CALCULATIONS

10-Year Flows (100% Efficiency, No bypass flows)					
CB#	10 YR Flows (cfs)	Bypass Flows	Opening Width (ft)	Spread (ft)	Downstream CB
R1	1.36	-	7	7.11	V1
V1	1.42	-	7	7.28	V3
V2	1.37	-	7	7.14	V4
V3	2.08	-	14	8.82	V5
V4	2.08	-	14	8.82	V6
V5	1.40	-	7	7.22	V7
V6	1.40	-	7	7.22	V8
V7	1.03	-	7	6.08	-
V8	1.03	-	7	6.08	-
R2	3.27	-	7	13.09	-
F3	1.50	-	7	8.32	C5
C6	1.23	-	7	7.52	C2
C5	1.19	-	7	7.4	C1
F1	0.32	-	7	2.78	-
F2	0.31	-	7	2.72	-
E2	0.62	-	7	5.02	E4
E1	0.62	-	7	5.02	E3
E4	0.31	-	7	2.71	A7
E3	0.30	-	7	2.61	A7
C2	0.81	-	7	5.96	C3
C1	0.75	-	7	5.69	C4
C4	0.85	-	7	6.13	A6
C3	0.85	-	7	6.13	A6
A9	0.44	-	7	3.86	A7
A10	0.33	-	7	4.08	A8
A7	0.85	-	7	6.13	A6
A8	0.87	-	7	6.22	A5
A11	0.92	-	7	5.83	A10
B5	0.72	-	7	5.54	D2
B6	0.83	-	7	6.05	B4
D2	0.44	-	7	3.86	A8
D1	0.36	-	7	3.2	A8
B3	0.58	-	7	4.79	B2
B4	0.63	-	7	5.08	B1
B2	0.61	-	7	4.97	A5
B1	0.68	-	7	5.34	A5
A6	0.86	-	7	6.18	A6
A5	0.93	-	7	6.46	A4
A3	0.78	-	7	5.83	H3
A4	0.77	-	7	5.78	A2
A2	0.75	-	7	5.69	-
A1	0.48	-	7	4.15	-
H3	1.78	-	14	9.04	H1
H4	1.66	-	7	8.75	H2
H1	1.76	-	14	8.99	-
H2	1.74	-	14	8.95	-

25-Year Flows (Spread Limited to Road Crown)					
CB#	25 YR Flows (cfs)	Bypass Flows	Opening Width (ft)	Spread (ft)	Downstream CB
R1	1.70	0.00	7	7.99	V1
V1	1.76	0.00	7	8.13	V3
V2	1.71	0.00	7	8.01	V4
V3	2.60	0.00	14	9.8	V5
V4	2.60	0.00	14	9.8	V6
V5	1.74	0.00	7	8.08	V7
V6	1.74	0.00	7	8.08	V8
V7	1.28	0.00	7	6.88	-
V8	1.28	0.00	7	6.88	-
R2	4.07	(sag)	7	15.15	-
F3	1.87	0.00	7	9.26	C5
C6	1.53	0.00	7	8.4	C2
C5	1.48	0.00	7	8.27	C1
F1	0.40	(sag)	7	3.22	-
F2	0.39	(sag)	7	3.17	-
E2	0.78	0.00	7	5.83	E4
E1	0.77	0.00	7	5.78	E3
E4	0.38	0.00	7	3.38	A7
E3	0.37	0.00	7	3.29	A7
C2	1.00	0.00	7	6.73	C3
C1	0.93	0.00	7	6.46	C4
C4	1.06	0.00	7	6.95	A6
C3	1.06	0.00	7	6.95	A6
A9	0.55	0.00	7	4.61	A7
A10	0.42	0.00	7	4.85	A8
A7	1.06	0.00	7	6.95	A6
A8	1.08	0.00	7	7.02	A5
A11	1.14	0.00	7	6.62	A10
B5	0.90	0.00	7	6.34	D2
B6	1.04	0.00	7	6.88	B4
D2	0.55	0.00	7	4.61	A8
D1	0.44	0.00	7	3.86	A8
B3	0.72	0.00	7	5.54	B2
B4	0.78	0.00	7	5.83	B1
B2	0.76	0.00	7	5.73	A5
B1	0.84	0.00	7	6.09	A5
A6	1.07	0.00	7	6.99	A6
A5	1.16	0.00	7	7.3	A4
A3	0.98	0.00	7	6.66	H3
A4	0.95	0.00	7	6.54	A2
A2	0.93	0.00	7	6.46	-
A1	0.59	0.00	7	4.85	-
H3	2.22	0.00	14	10.03	H1
H4	2.07	0.00	7	9.71	H2
H1	2.19	0.00	14	9.96	-
H2	2.17	0.00	14	9.92	-

100-Year Flows (Spread not to overtop curb)					
CB#	100 YR Flows (cfs)	Bypass Flows	Opening Width (ft)	Spread (ft)	Downstream CB
R1	2.23	0.00	7	9.12	V1
V1	2.32	0.00	7	9.29	V3
V2	2.25	0.00	7	9.16	V4
V3	3.42	0.00	14	11.09	V5
V4	3.41	0.00	14	11.08	V6
V5	2.29	0.00	7	9.24	V7
V6	2.29	0.00	7	9.24	V8
V7	1.68	0.00	7	7.94	-
V8	1.68	0.00	7	7.94	-
R2	5.36	(sag)	7	18.2	-
F3	2.47	0.04	7	10.52	C5
C6	2.01	0.00	7	9.58	C2
C5	1.99	0.00	7	9.44	C1
F1	0.53	(sag)	7	3.89	-
F2	0.51	(sag)	7	3.79	-
E2	1.02	0.00	7	6.81	E4
E1	1.01	0.00	7	6.77	E3
E4	0.50	0.00	7	4.29	A7
E3	0.49	0.00	7	4.22	A7
C2	1.32	0.00	7	7.8	C3
C1	1.23	0.00	7	7.52	C4
C4	1.40	0.00	7	8.04	A6
C3	1.40	0.00	7	8.04	A6
A9	0.72	0.00	7	5.54	A7
A10	0.55	0.00	7	5.78	A8
A7	1.39	0.00	7	8.01	A6
A8	1.42	0.00	7	8.1	A5
A11	1.50	0.00	7	7.68	A10
B5	1.19	0.00	7	7.4	D2
B6	1.37	0.00	7	7.95	B4
D2	0.72	0.00	7	6.46	A8
D1	0.58	0.00	7	4.79	A8
B3	0.95	0.00	7	6.54	B2
B4	1.03	0.00	7	6.84	B1
B2	1.00	0.00	7	6.73	A5
B1	1.11	0.00	7	7.13	A5
A6	1.41	0.00	7	8.07	A6
A5	1.53	0.00	7	8.4	A4
A3	1.28	0.00	7	7.68	H3
A4	1.26	0.00	7	7.62	A2
A2	1.23	0.00	7	7.52	-
A1	0.78	0.00	7	5.83	-
H3	2.92	0.00	14	11.34	H1
H4	2.73	0.02	7	11.01	H2
H1	2.88	0.00	14	11.27	-
H2	2.88	0.00	14	11.23	-

Inlet Report

R1 10YR

Curb Inlet

Location	=	On grade
Curb Length (ft)	=	7.00
Throat Height (in)	=	6.00
Grate Area (sqft)	=	-0-
Grate Width (ft)	=	-0-
Grate Length (ft)	=	-0-

Gutter

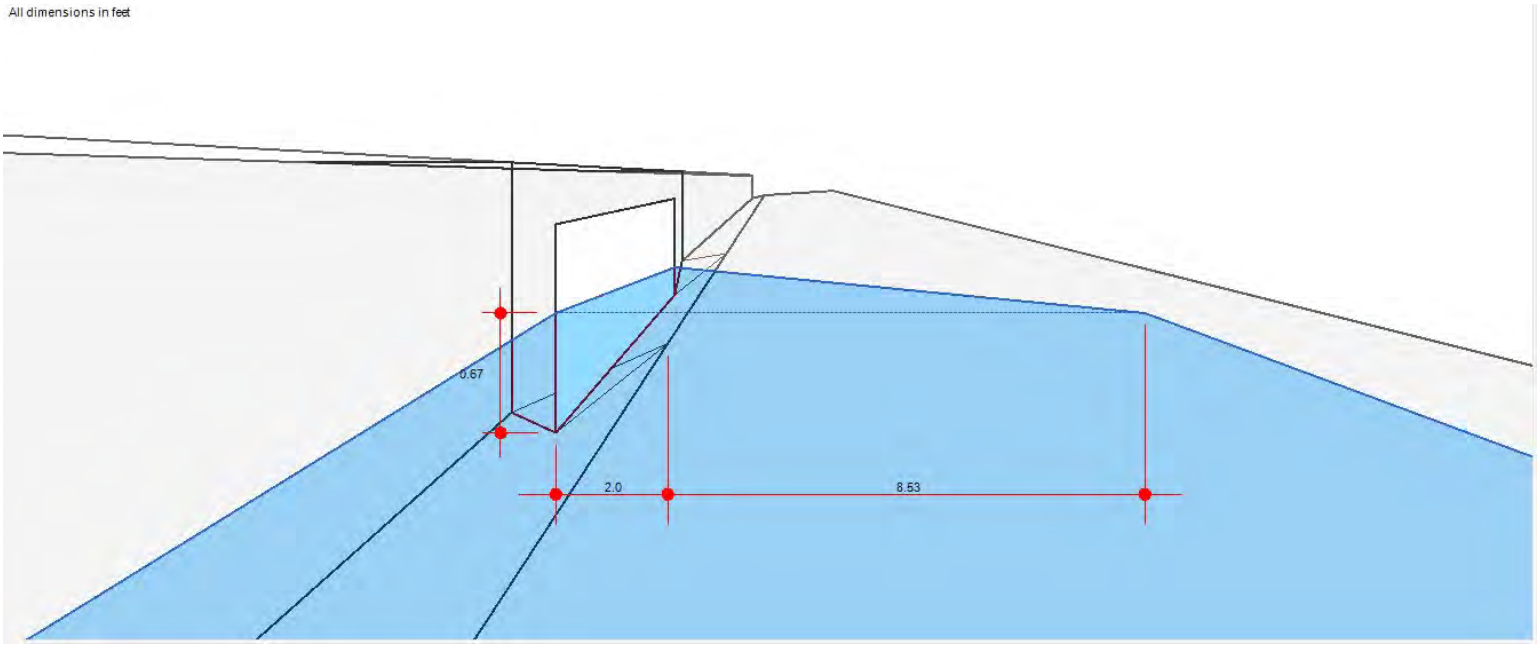
Slope, Sw (ft/ft)	=	0.083
Slope, Sx (ft/ft)	=	0.020
Local Depr (in)	=	4.00
Gutter Width (ft)	=	2.00
Gutter Slope (%)	=	0.10
Gutter n-value	=	0.013

Calculations

Compute by:		Known Q
Q (cfs)	=	1.36

Highlighted

Q Total (cfs)	=	1.36
Q Capt (cfs)	=	1.36
Q Bypass (cfs)	=	-0-
Depth at Inlet (in)	=	8.04
Efficiency (%)	=	100
Gutter Spread (ft)	=	10.53
Gutter Vel (ft/s)	=	1.10
Bypass Spread (ft)	=	-0-
Bypass Depth (in)	=	-0-



Inlet Report

V1 10YR

Curb Inlet

Location	=	On grade
Curb Length (ft)	=	7.00
Throat Height (in)	=	6.00
Grate Area (sqft)	=	-0-
Grate Width (ft)	=	-0-
Grate Length (ft)	=	-0-

Gutter

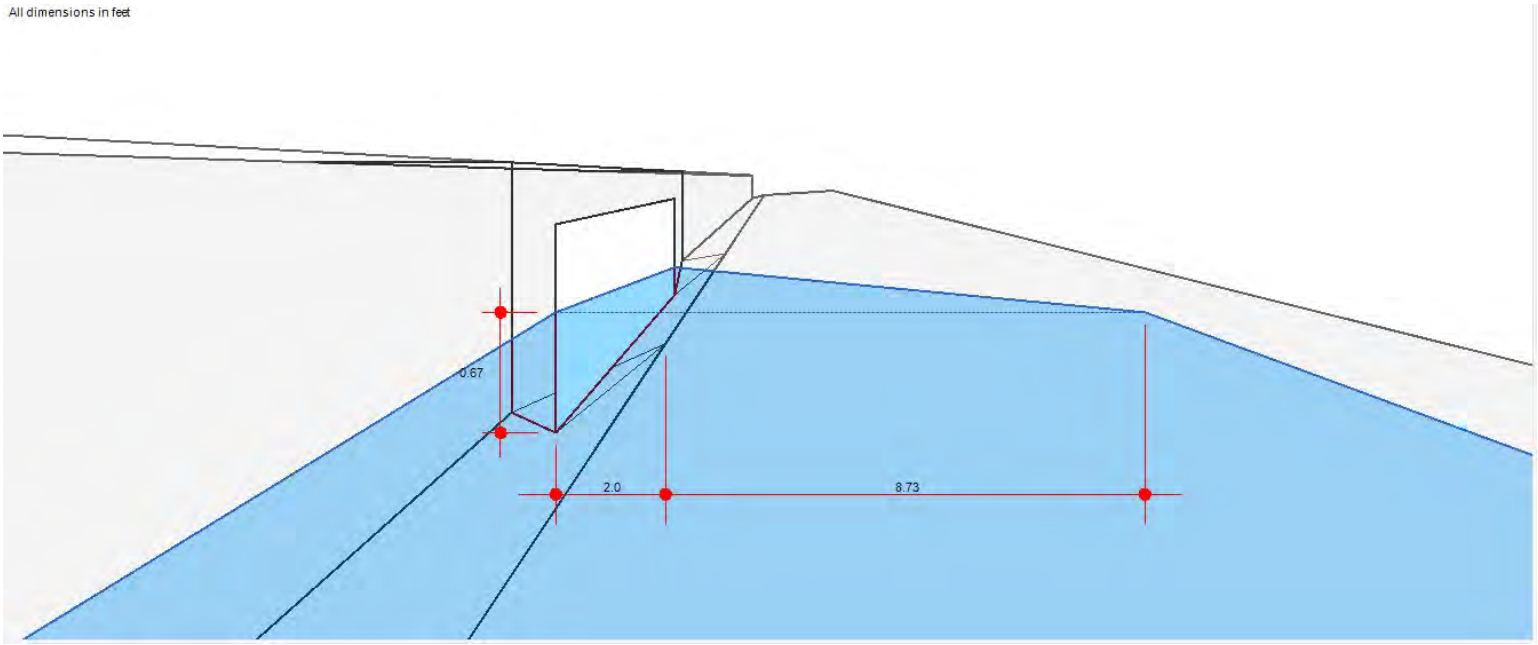
Slope, Sw (ft/ft)	=	0.083
Slope, Sx (ft/ft)	=	0.020
Local Depr (in)	=	4.00
Gutter Width (ft)	=	2.00
Gutter Slope (%)	=	0.10
Gutter n-value	=	0.013

Calculations

Compute by:		Known Q
Q (cfs)	=	1.42

Highlighted

Q Total (cfs)	=	1.42
Q Capt (cfs)	=	1.42
Q Bypass (cfs)	=	-0-
Depth at Inlet (in)	=	8.09
Efficiency (%)	=	100
Gutter Spread (ft)	=	10.73
Gutter Vel (ft/s)	=	1.11
Bypass Spread (ft)	=	-0-
Bypass Depth (in)	=	-0-



Inlet Report

V2 10YR

Curb Inlet

Location	=	On grade
Curb Length (ft)	=	7.00
Throat Height (in)	=	6.00
Grate Area (sqft)	=	-0-
Grate Width (ft)	=	-0-
Grate Length (ft)	=	-0-

Gutter

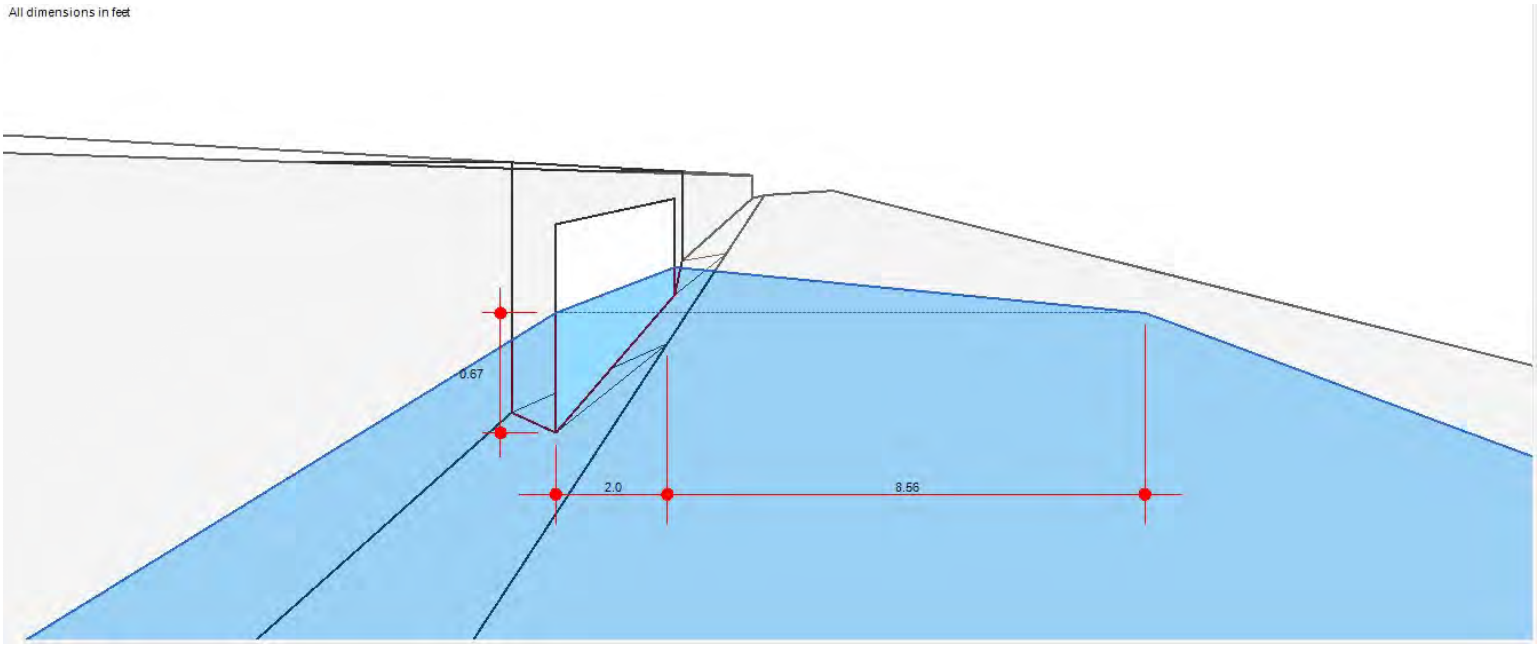
Slope, Sw (ft/ft)	=	0.083
Slope, Sx (ft/ft)	=	0.020
Local Depr (in)	=	4.00
Gutter Width (ft)	=	2.00
Gutter Slope (%)	=	0.10
Gutter n-value	=	0.013

Calculations

Compute by:		Known Q
Q (cfs)	=	1.37

Highlighted

Q Total (cfs)	=	1.37
Q Capt (cfs)	=	1.37
Q Bypass (cfs)	=	-0-
Depth at Inlet (in)	=	8.05
Efficiency (%)	=	100
Gutter Spread (ft)	=	10.56
Gutter Vel (ft/s)	=	1.10
Bypass Spread (ft)	=	-0-
Bypass Depth (in)	=	-0-



Inlet Report

V3 10YR

Curb Inlet

Location	=	On grade
Curb Length (ft)	=	14.00
Throat Height (in)	=	6.00
Grate Area (sqft)	=	-0-
Grate Width (ft)	=	-0-
Grate Length (ft)	=	-0-

Gutter

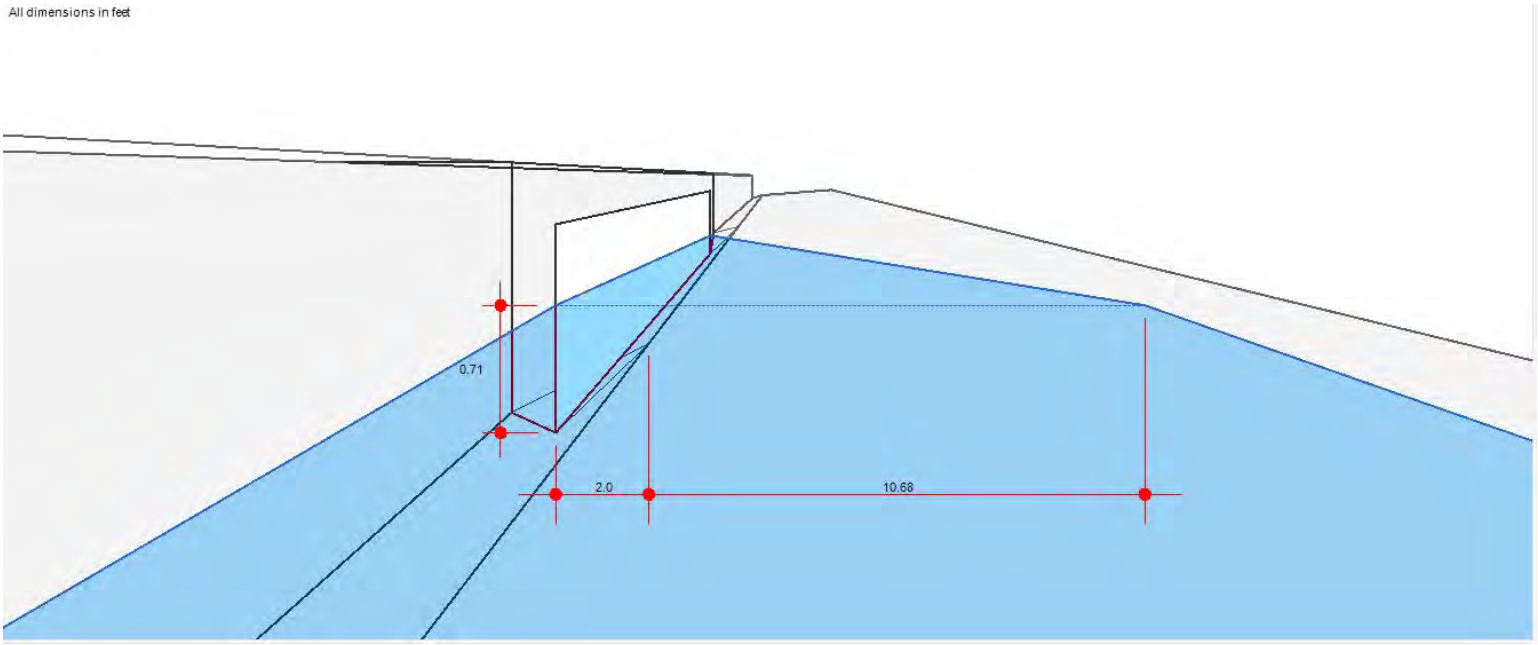
Slope, Sw (ft/ft)	=	0.083
Slope, Sx (ft/ft)	=	0.020
Local Depr (in)	=	4.00
Gutter Width (ft)	=	2.00
Gutter Slope (%)	=	0.10
Gutter n-value	=	0.013

Calculations

Compute by:		Known Q
Q (cfs)	=	2.08

Highlighted

Q Total (cfs)	=	2.08
Q Capt (cfs)	=	2.08
Q Bypass (cfs)	=	-0-
Depth at Inlet (in)	=	8.55
Efficiency (%)	=	100
Gutter Spread (ft)	=	12.68
Gutter Vel (ft/s)	=	1.20
Bypass Spread (ft)	=	-0-
Bypass Depth (in)	=	-0-



Inlet Report

V4 10YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 14.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

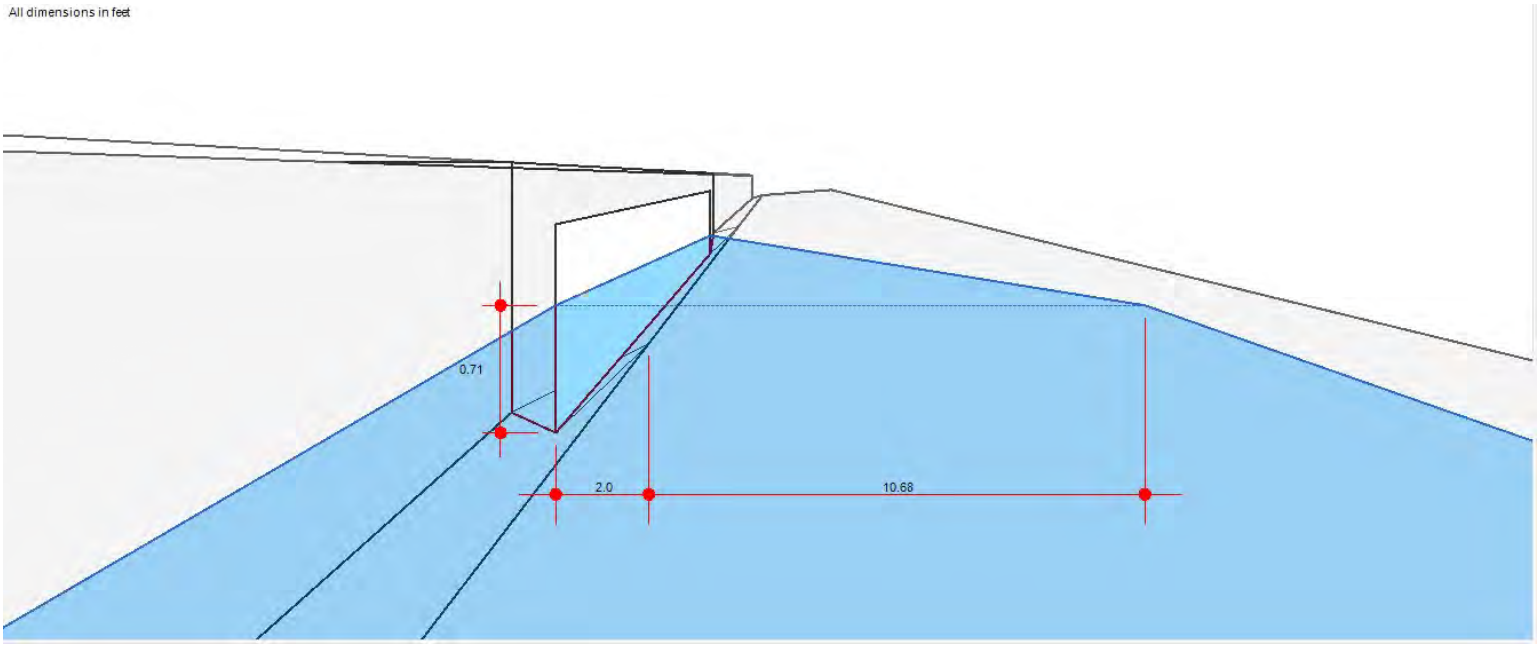
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 0.10
Gutter n-value	= 0.013

Calculations

Compute by:	Known Q
Q (cfs)	= 2.08

Highlighted

Q Total (cfs)	= 2.08
Q Capt (cfs)	= 2.08
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 8.55
Efficiency (%)	= 100
Gutter Spread (ft)	= 12.68
Gutter Vel (ft/s)	= 1.20
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

V5 10YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

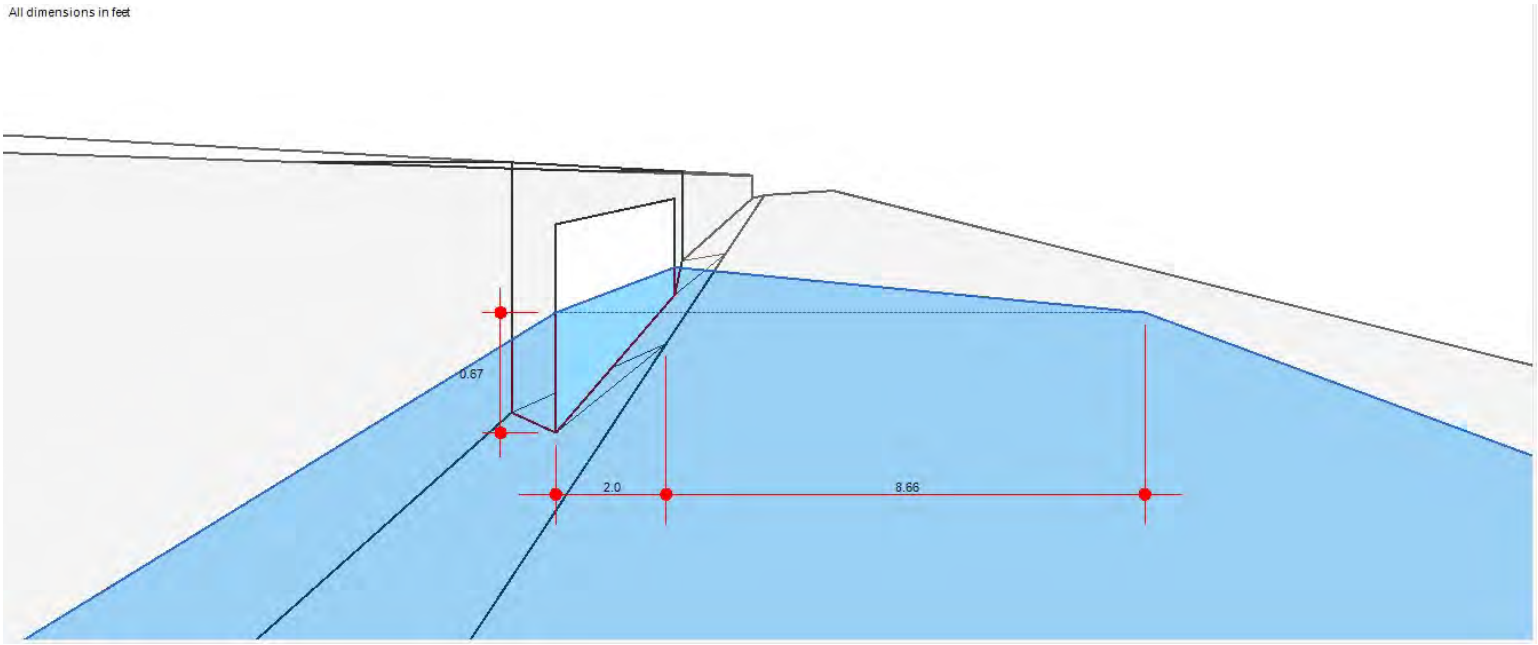
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 0.10
Gutter n-value	= 0.013

Calculations

Compute by:	Known Q
Q (cfs)	= 1.40

Highlighted

Q Total (cfs)	= 1.40
Q Capt (cfs)	= 1.40
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 8.07
Efficiency (%)	= 100
Gutter Spread (ft)	= 10.66
Gutter Vel (ft/s)	= 1.11
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

V6 10YR

Curb Inlet

Location	=	On grade
Curb Length (ft)	=	7.00
Throat Height (in)	=	6.00
Grate Area (sqft)	=	-0-
Grate Width (ft)	=	-0-
Grate Length (ft)	=	-0-

Gutter

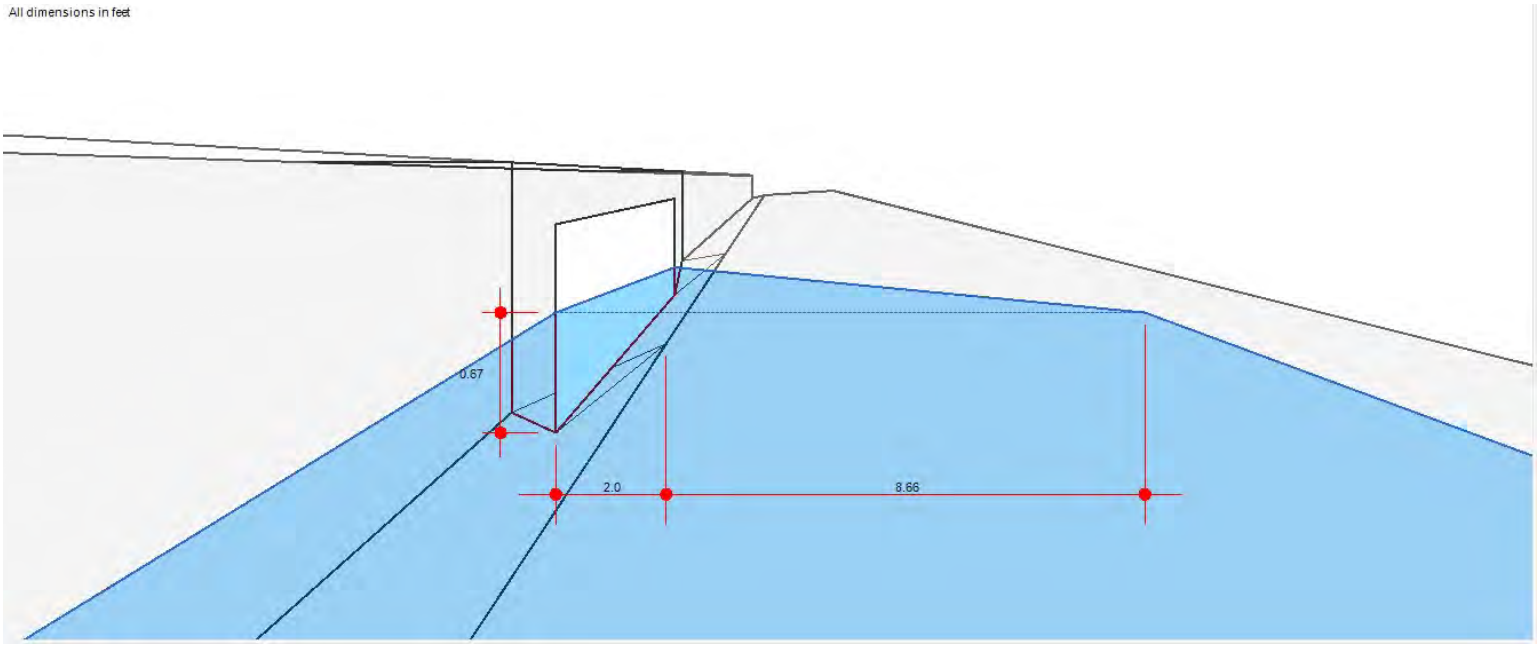
Slope, Sw (ft/ft)	=	0.083
Slope, Sx (ft/ft)	=	0.020
Local Depr (in)	=	4.00
Gutter Width (ft)	=	2.00
Gutter Slope (%)	=	0.10
Gutter n-value	=	0.013

Calculations

Compute by:		Known Q
Q (cfs)	=	1.40

Highlighted

Q Total (cfs)	=	1.40
Q Capt (cfs)	=	1.40
Q Bypass (cfs)	=	-0-
Depth at Inlet (in)	=	8.07
Efficiency (%)	=	100
Gutter Spread (ft)	=	10.66
Gutter Vel (ft/s)	=	1.11
Bypass Spread (ft)	=	-0-
Bypass Depth (in)	=	-0-



Inlet Report

V7 10YR

Curb Inlet

Location	=	On grade
Curb Length (ft)	=	7.00
Throat Height (in)	=	6.00
Grate Area (sqft)	=	-0-
Grate Width (ft)	=	-0-
Grate Length (ft)	=	-0-

Gutter

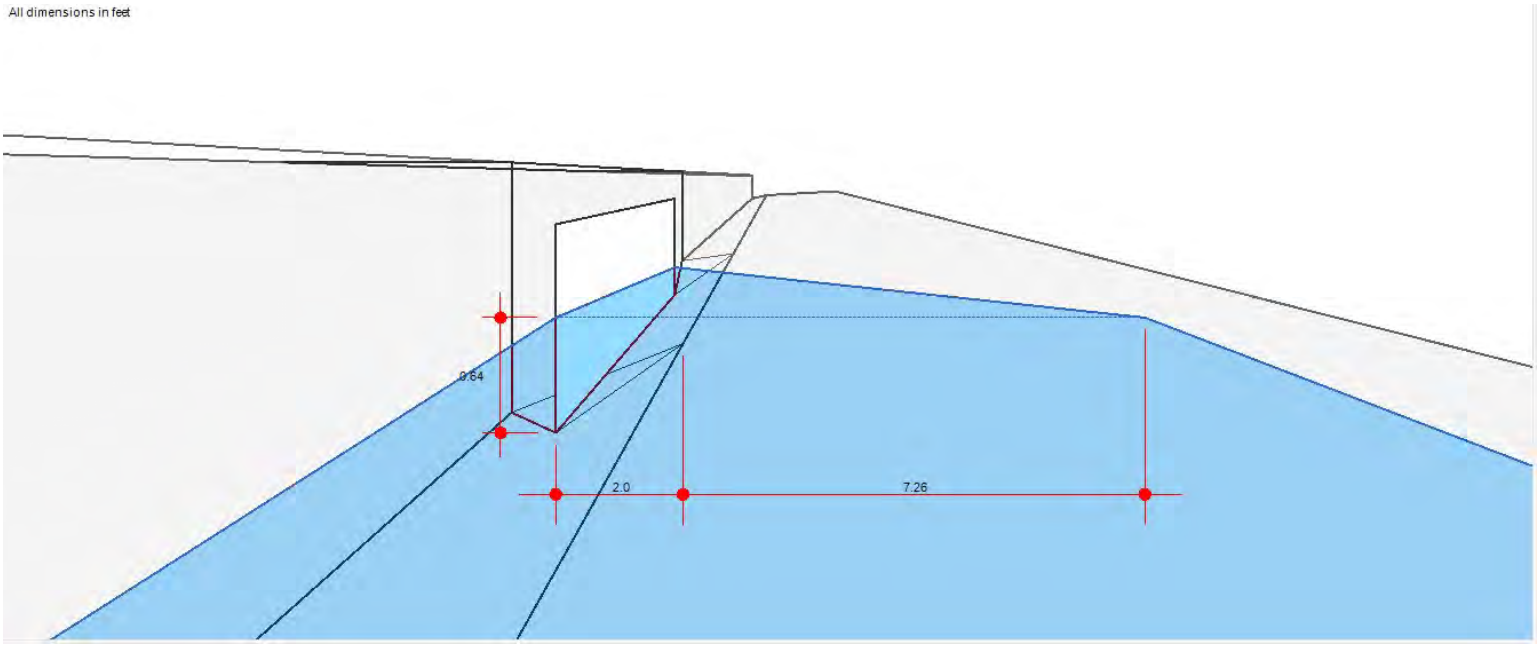
Slope, Sw (ft/ft)	=	0.083
Slope, Sx (ft/ft)	=	0.020
Local Depr (in)	=	4.00
Gutter Width (ft)	=	2.00
Gutter Slope (%)	=	0.10
Gutter n-value	=	0.013

Calculations

Compute by:		Known Q
Q (cfs)	=	1.03

Highlighted

Q Total (cfs)	=	1.03
Q Capt (cfs)	=	1.03
Q Bypass (cfs)	=	-0-
Depth at Inlet (in)	=	7.73
Efficiency (%)	=	100
Gutter Spread (ft)	=	9.26
Gutter Vel (ft/s)	=	1.05
Bypass Spread (ft)	=	-0-
Bypass Depth (in)	=	-0-



Inlet Report

V8 10YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

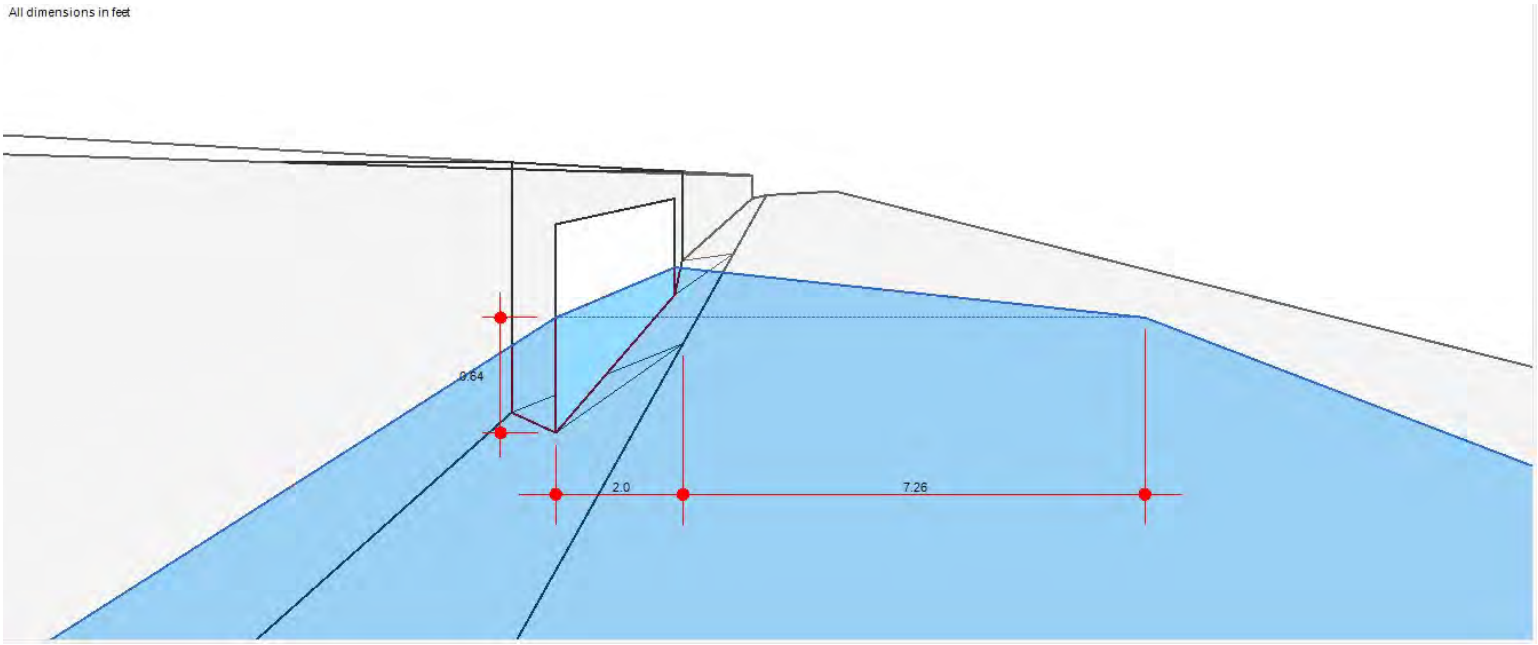
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 0.10
Gutter n-value	= 0.013

Calculations

Compute by:	Known Q
Q (cfs)	= 1.03

Highlighted

Q Total (cfs)	= 1.03
Q Capt (cfs)	= 1.03
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 7.73
Efficiency (%)	= 100
Gutter Spread (ft)	= 9.26
Gutter Vel (ft/s)	= 1.05
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

R2 10YR

Curb Inlet

Location	= Sag
Curb Length (ft)	= 28.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

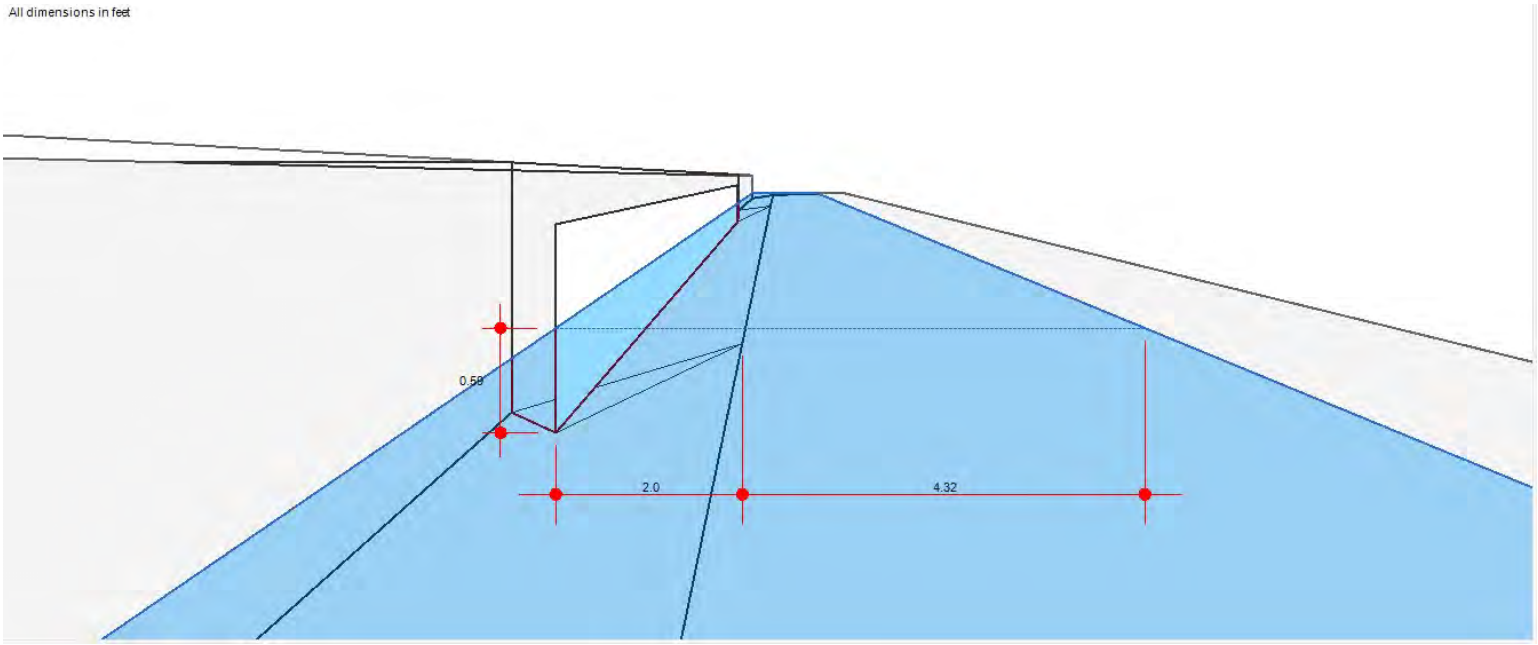
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= -0-
Gutter n-value	= -0-

Calculations

Compute by:	Known Q
Q (cfs)	= 3.27

Highlighted

Q Total (cfs)	= 3.27
Q Capt (cfs)	= 3.27
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 7.03
Efficiency (%)	= 100
Gutter Spread (ft)	= 6.32
Gutter Vel (ft/s)	= -0-
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Thursday, May 16 2024

F3 10YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

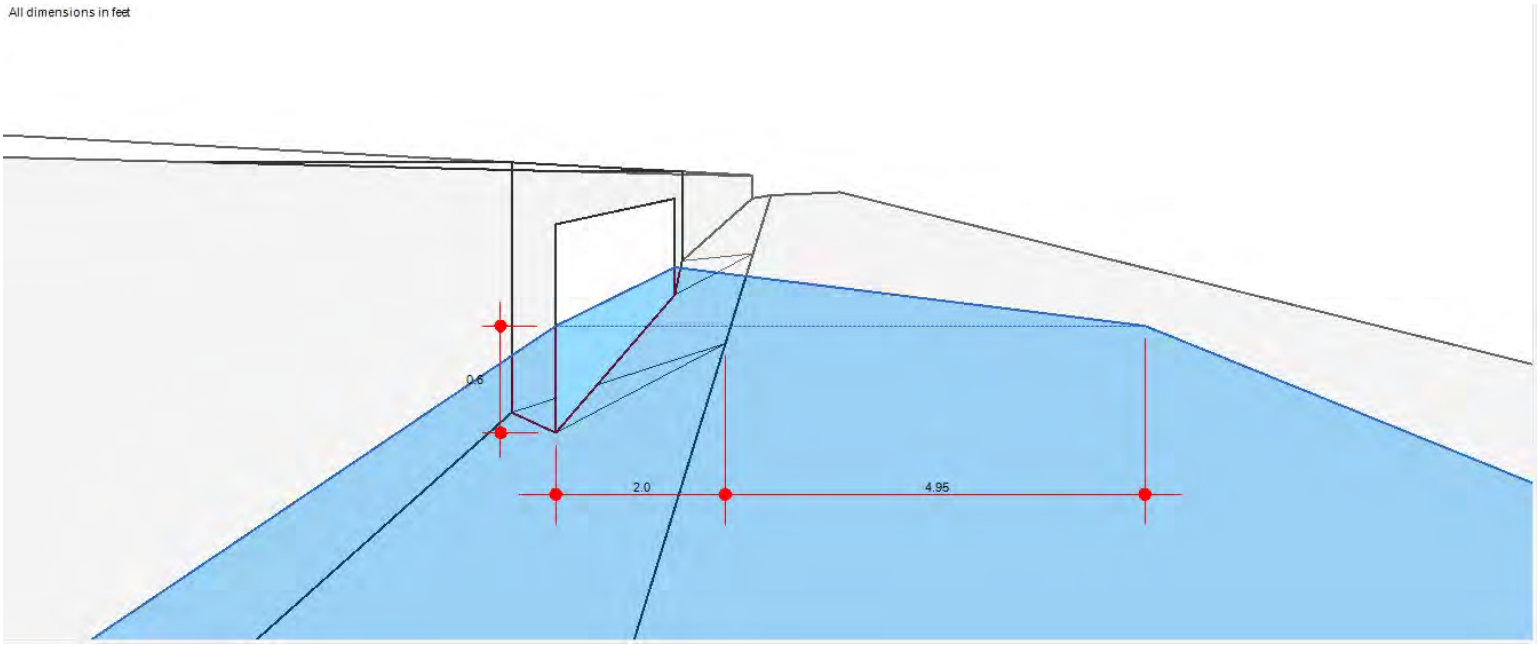
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 1.00
Gutter n-value	= 0.016

Calculations

Compute by:	Known Q
Q (cfs)	= 1.50

Highlighted

Q Total (cfs)	= 1.50
Q Capt (cfs)	= 1.50
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 7.18
Efficiency (%)	= 100
Gutter Spread (ft)	= 6.95
Gutter Vel (ft/s)	= 2.46
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Thursday, May 16 2024

C6 10YR

Curb Inlet

Location	=	On grade
Curb Length (ft)	=	7.00
Throat Height (in)	=	6.00
Grate Area (sqft)	=	-0-
Grate Width (ft)	=	-0-
Grate Length (ft)	=	-0-

Gutter

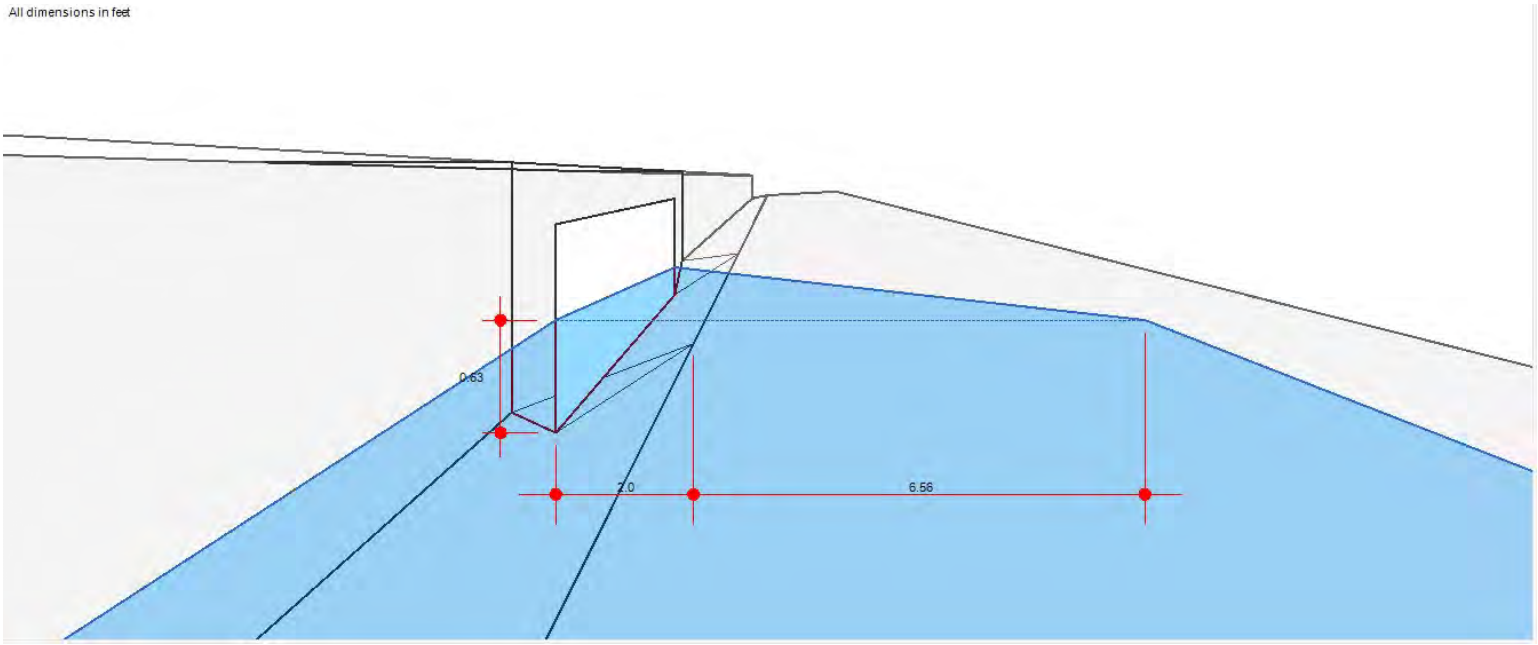
Slope, Sw (ft/ft)	=	0.083
Slope, Sx (ft/ft)	=	0.020
Local Depr (in)	=	4.00
Gutter Width (ft)	=	2.00
Gutter Slope (%)	=	0.30
Gutter n-value	=	0.016

Calculations

Compute by:		Known Q
Q (cfs)	=	1.23

Highlighted

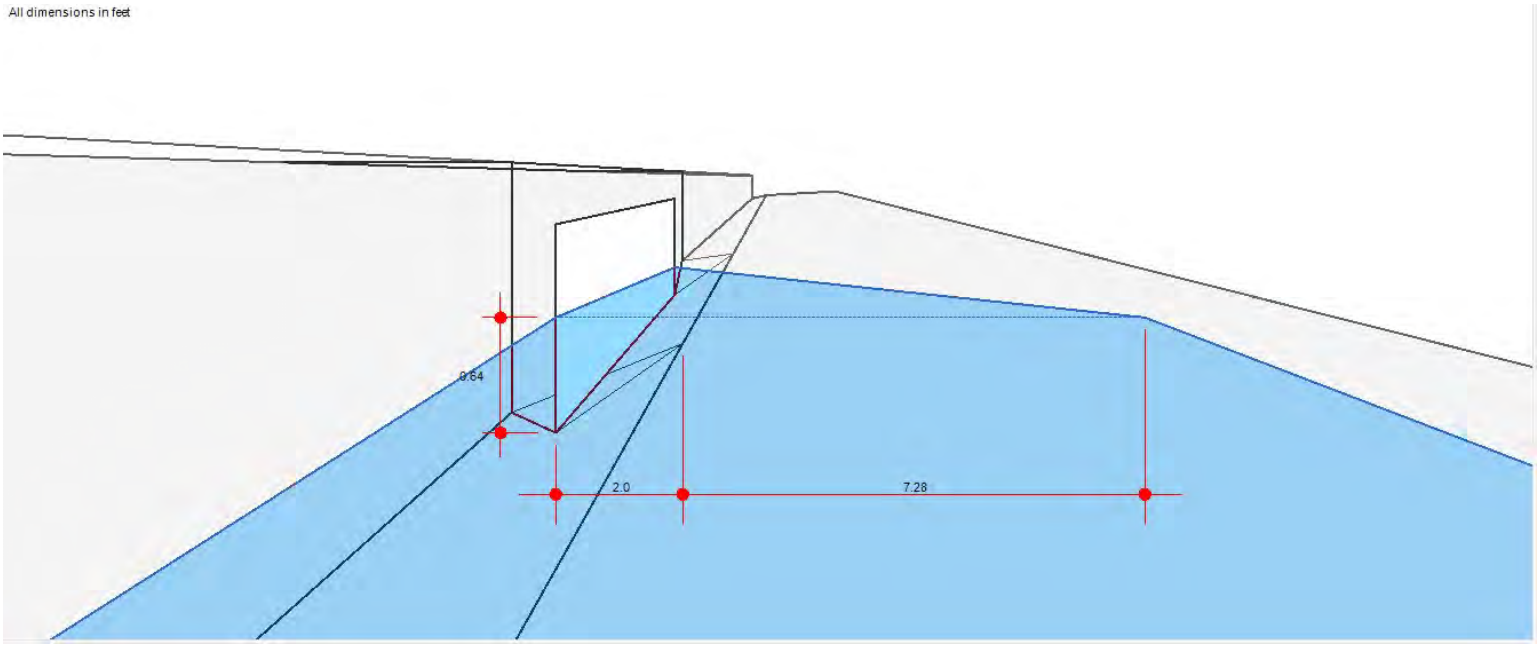
Q Total (cfs)	=	1.23
Q Capt (cfs)	=	1.23
Q Bypass (cfs)	=	-0-
Depth at Inlet (in)	=	7.57
Efficiency (%)	=	100
Gutter Spread (ft)	=	8.56
Gutter Vel (ft/s)	=	1.43
Bypass Spread (ft)	=	-0-
Bypass Depth (in)	=	-0-



Inlet Report

C5 YR10

Curb Inlet		Calculations	
Location	= On grade	Compute by:	Known Q
Curb Length (ft)	= 7.00	Q (cfs)	= 1.19
Throat Height (in)	= 6.00		
Grate Area (sqft)	= -0-	**Highlighted**	
Grate Width (ft)	= -0-	Q Total (cfs)	= 1.19
Grate Length (ft)	= -0-	Q Capt (cfs)	= 1.19
		Q Bypass (cfs)	= -0-
Gutter		Depth at Inlet (in)	= 7.74
Slope, Sw (ft/ft)	= 0.083	Efficiency (%)	= 100
Slope, Sx (ft/ft)	= 0.020	Gutter Spread (ft)	= 9.28
Local Depr (in)	= 4.00	Gutter Vel (ft/s)	= 1.21
Gutter Width (ft)	= 2.00	Bypass Spread (ft)	= -0-
Gutter Slope (%)	= 0.20	Bypass Depth (in)	= -0-
Gutter n-value	= 0.016		



Inlet Report

F1 10YR

Curb Inlet

Location	= Sag
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

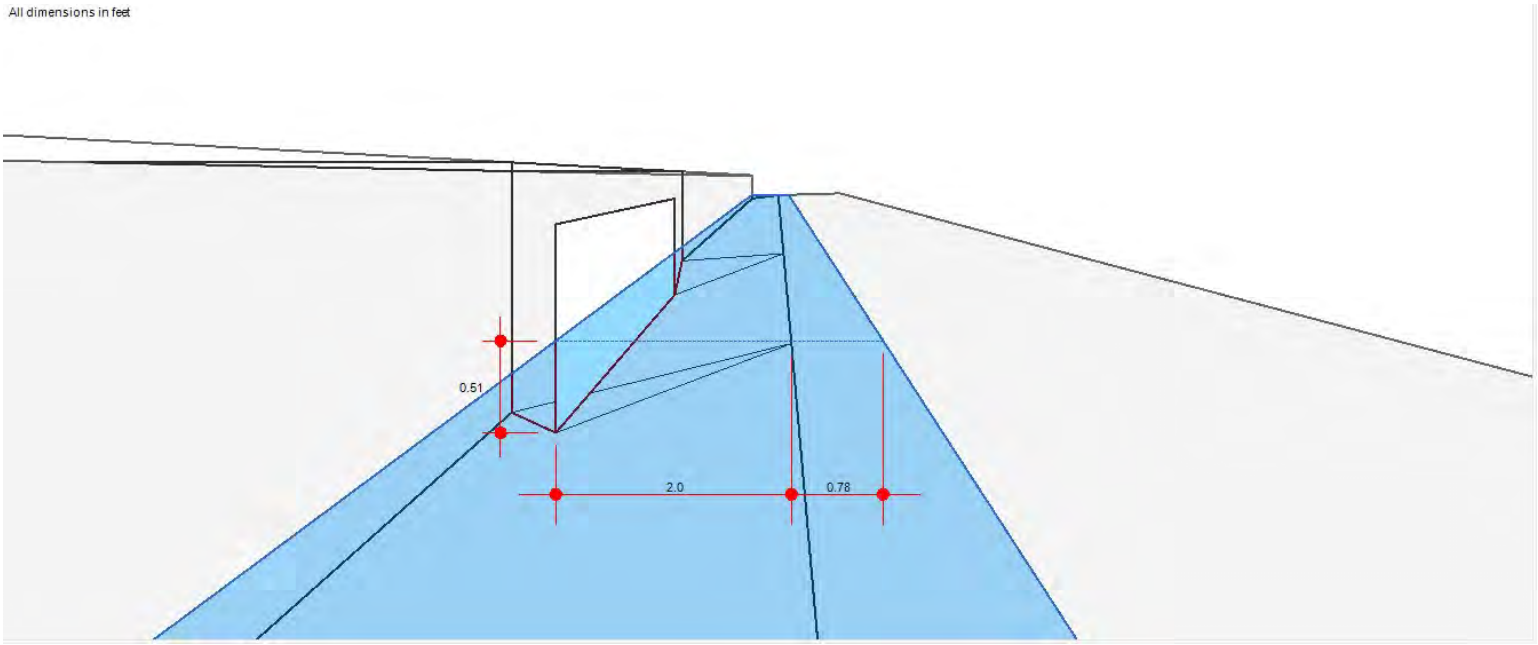
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= -0-
Gutter n-value	= -0-

Calculations

Compute by:	Known Q
Q (cfs)	= 0.32

Highlighted

Q Total (cfs)	= 0.32
Q Capt (cfs)	= 0.32
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 6.18
Efficiency (%)	= 100
Gutter Spread (ft)	= 2.78
Gutter Vel (ft/s)	= 1.21
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Thursday, May 16 2024

F2 10YR

Curb Inlet

Location	= Sag
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

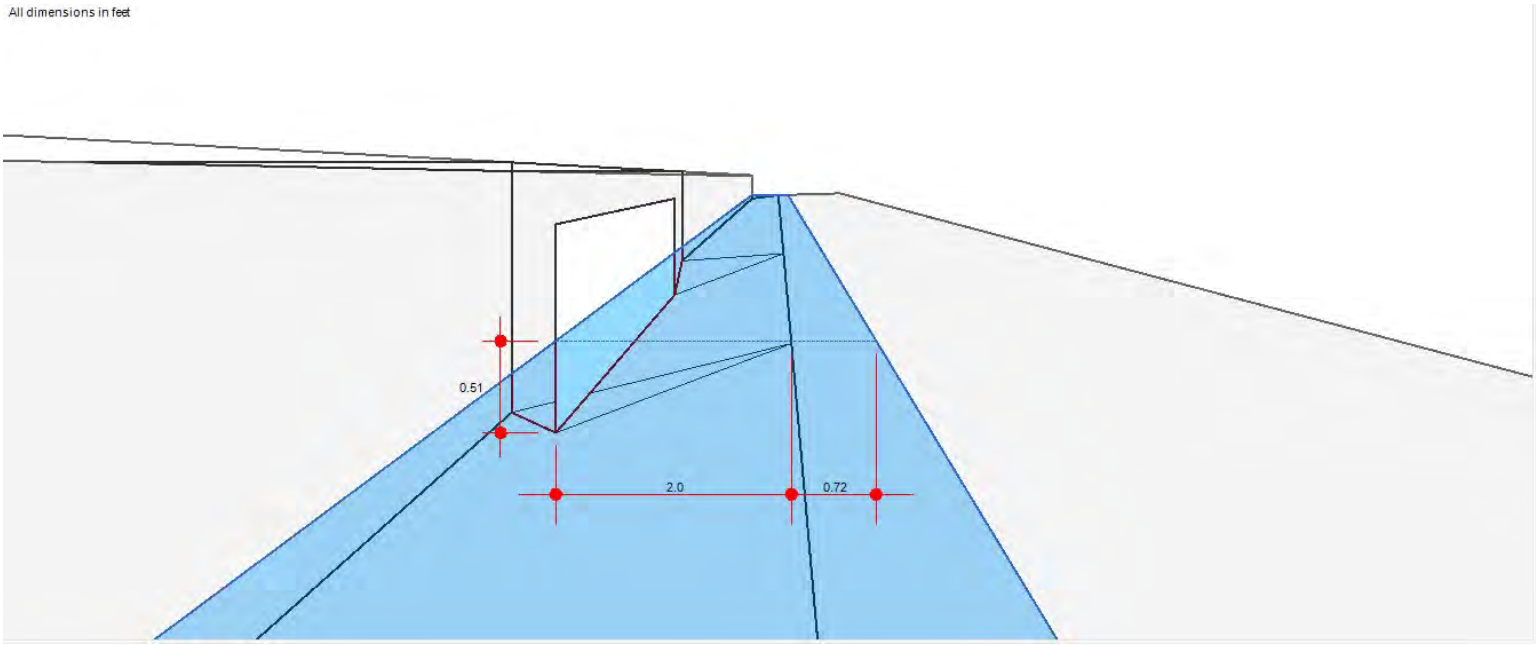
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= -0-
Gutter n-value	= -0-

Calculations

Compute by:	Known Q
Q (cfs)	= 0.31

Highlighted

Q Total (cfs)	= 0.31
Q Capt (cfs)	= 0.31
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 6.16
Efficiency (%)	= 100
Gutter Spread (ft)	= 2.72
Gutter Vel (ft/s)	= 1.21
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Thursday, May 16 2024

E2 10YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

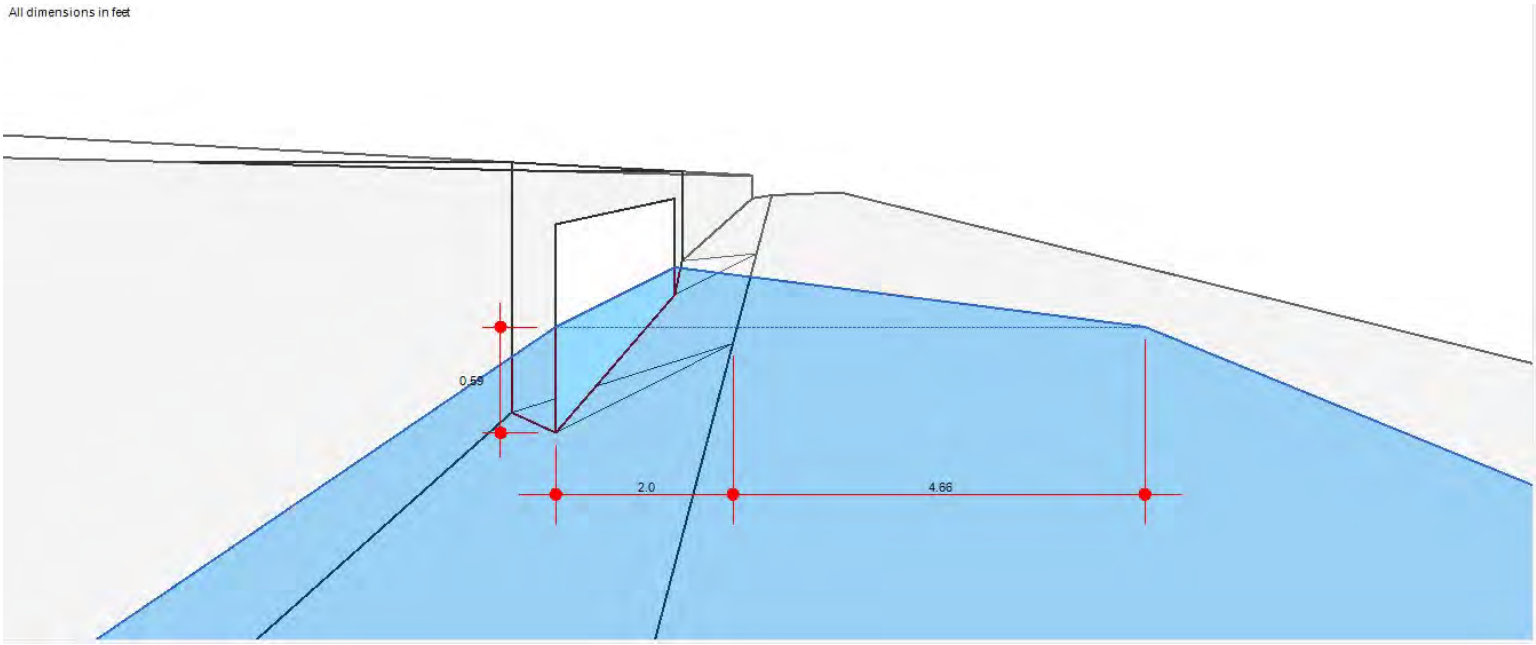
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 0.20
Gutter n-value	= 0.016

Calculations

Compute by:	Known Q
Q (cfs)	= 0.62

Highlighted

Q Total (cfs)	= 0.62
Q Capt (cfs)	= 0.62
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 7.11
Efficiency (%)	= 100
Gutter Spread (ft)	= 6.66
Gutter Vel (ft/s)	= 1.09
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

E1 10YR

Curb Inlet

Location	=	On grade
Curb Length (ft)	=	7.00
Throat Height (in)	=	6.00
Grate Area (sqft)	=	-0-
Grate Width (ft)	=	-0-
Grate Length (ft)	=	-0-

Gutter

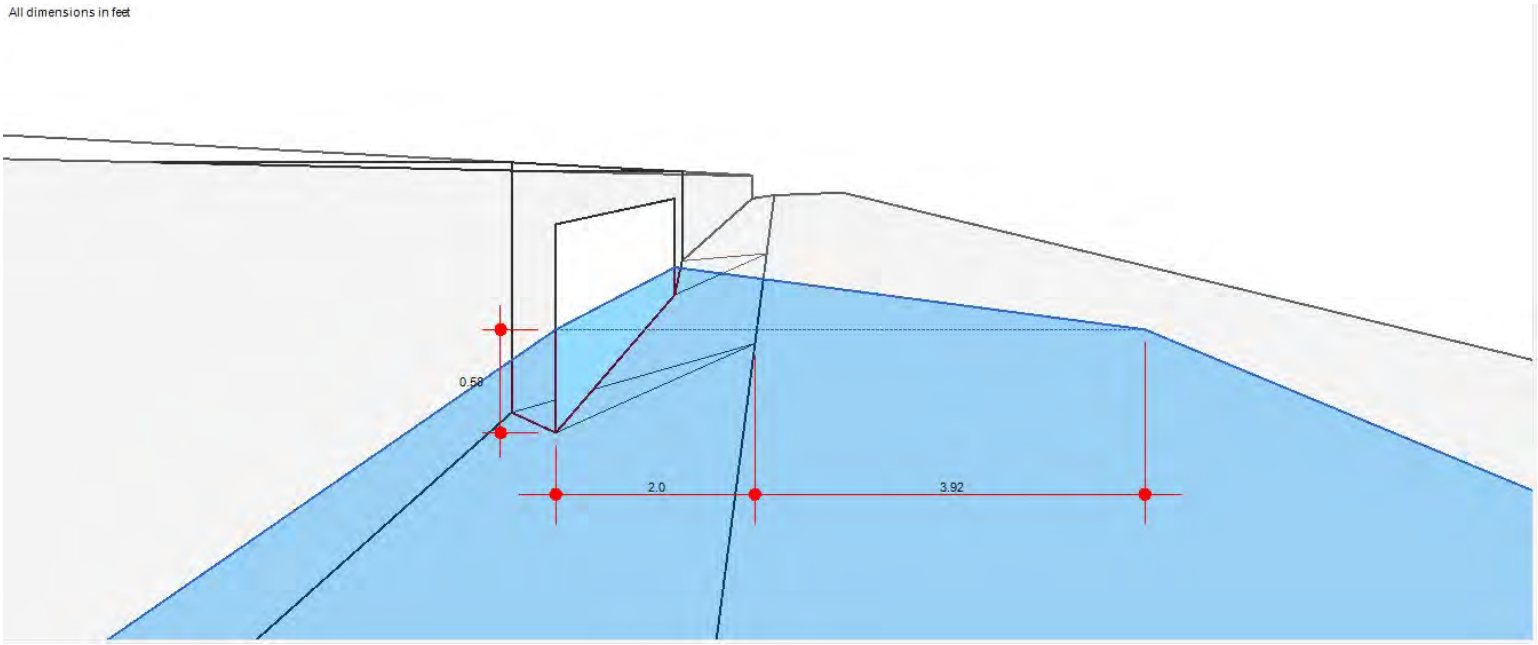
Slope, Sw (ft/ft)	=	0.083
Slope, Sx (ft/ft)	=	0.020
Local Depr (in)	=	4.00
Gutter Width (ft)	=	2.00
Gutter Slope (%)	=	0.30
Gutter n-value	=	0.016

Calculations

Compute by:		Known Q
Q (cfs)	=	0.62

Highlighted

Q Total (cfs)	=	0.62
Q Capt (cfs)	=	0.62
Q Bypass (cfs)	=	-0-
Depth at Inlet (in)	=	6.93
Efficiency (%)	=	100
Gutter Spread (ft)	=	5.92
Gutter Vel (ft/s)	=	1.30
Bypass Spread (ft)	=	-0-
Bypass Depth (in)	=	-0-



Inlet Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Thursday, May 16 2024

E4 10YR

Curb Inlet

Location	=	On grade
Curb Length (ft)	=	7.00
Throat Height (in)	=	6.00
Grate Area (sqft)	=	-0-
Grate Width (ft)	=	-0-
Grate Length (ft)	=	-0-

Gutter

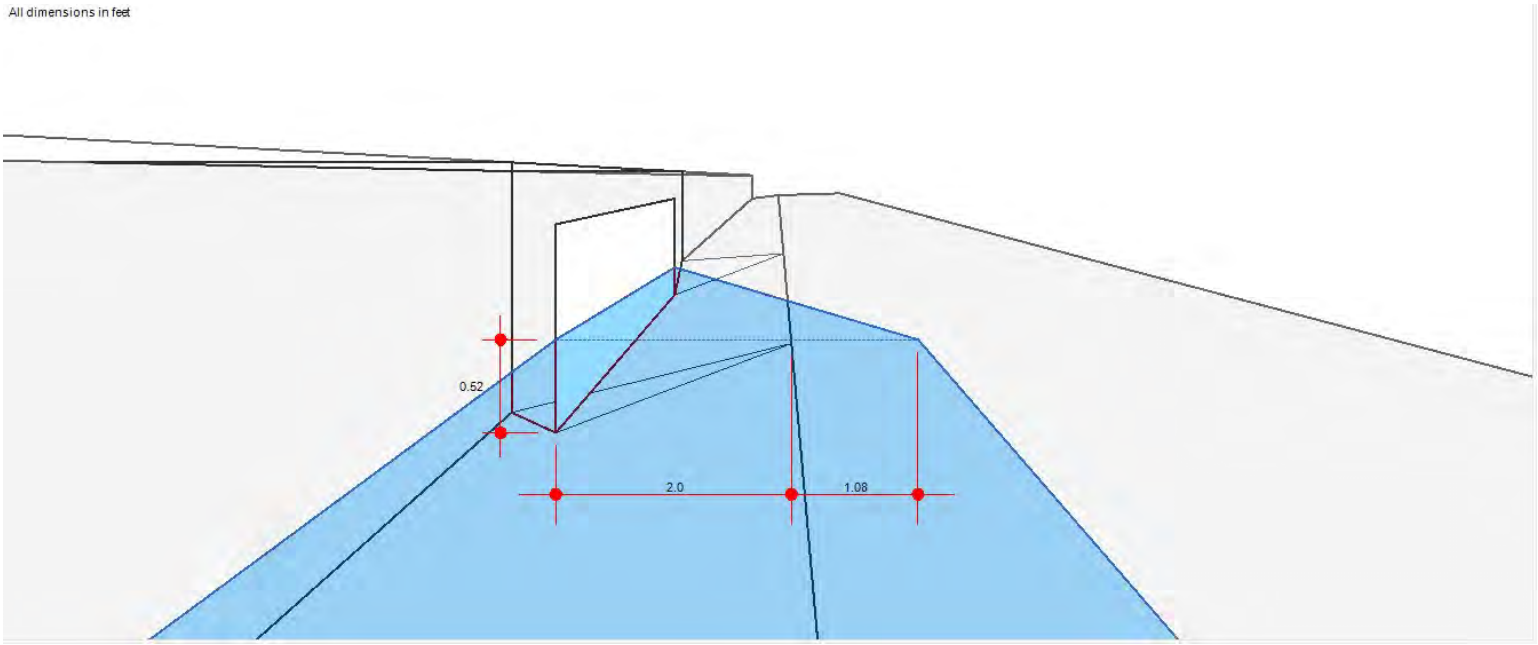
Slope, Sw (ft/ft)	=	0.083
Slope, Sx (ft/ft)	=	0.020
Local Depr (in)	=	4.00
Gutter Width (ft)	=	2.00
Gutter Slope (%)	=	0.40
Gutter n-value	=	0.016

Calculations

Compute by:		Known Q
Q (cfs)	=	0.31

Highlighted

Q Total (cfs)	=	0.31
Q Capt (cfs)	=	0.31
Q Bypass (cfs)	=	-0-
Depth at Inlet (in)	=	6.25
Efficiency (%)	=	100
Gutter Spread (ft)	=	3.08
Gutter Vel (ft/s)	=	1.41
Bypass Spread (ft)	=	-0-
Bypass Depth (in)	=	-0-



Inlet Report

E3 10YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

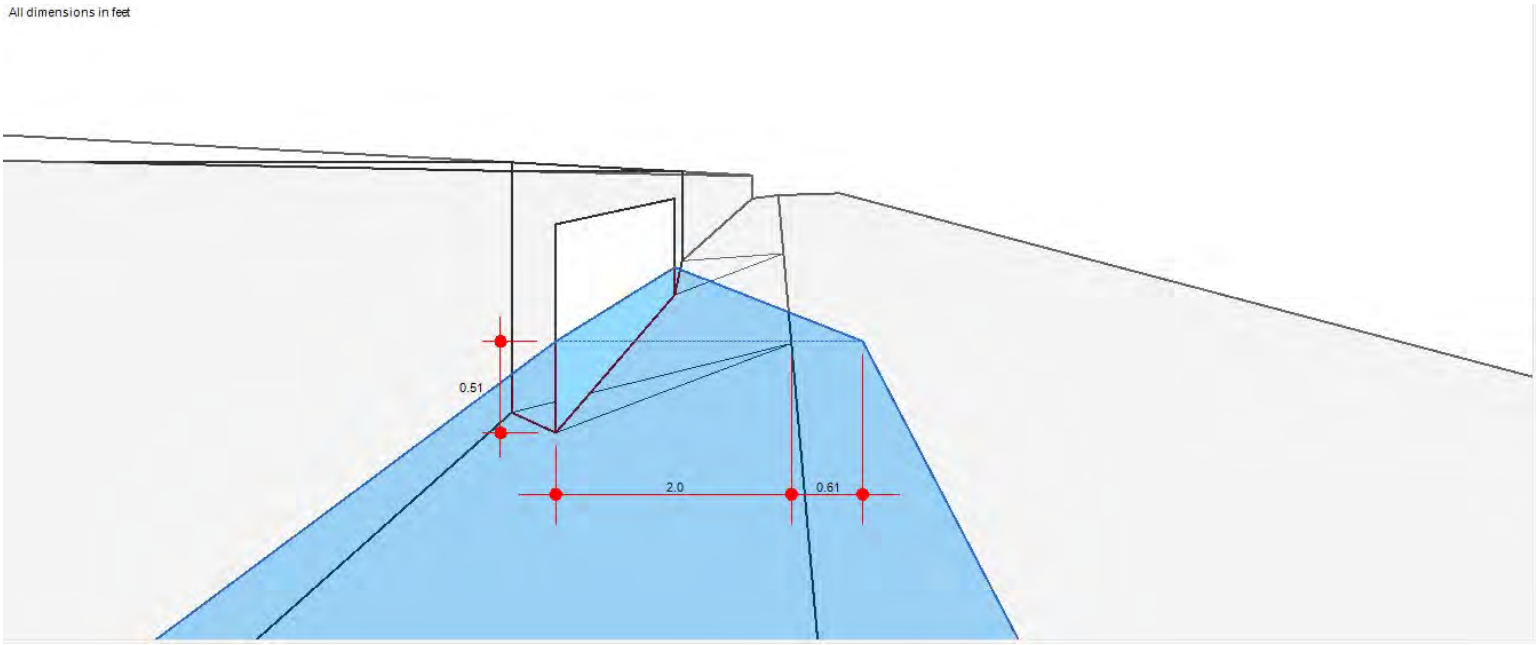
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 0.50
Gutter n-value	= 0.016

Calculations

Compute by:	Known Q
Q (cfs)	= 0.30

Highlighted

Q Total (cfs)	= 0.30
Q Capt (cfs)	= 0.30
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 6.14
Efficiency (%)	= 100
Gutter Spread (ft)	= 2.61
Gutter Vel (ft/s)	= 1.55
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

C2 10YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

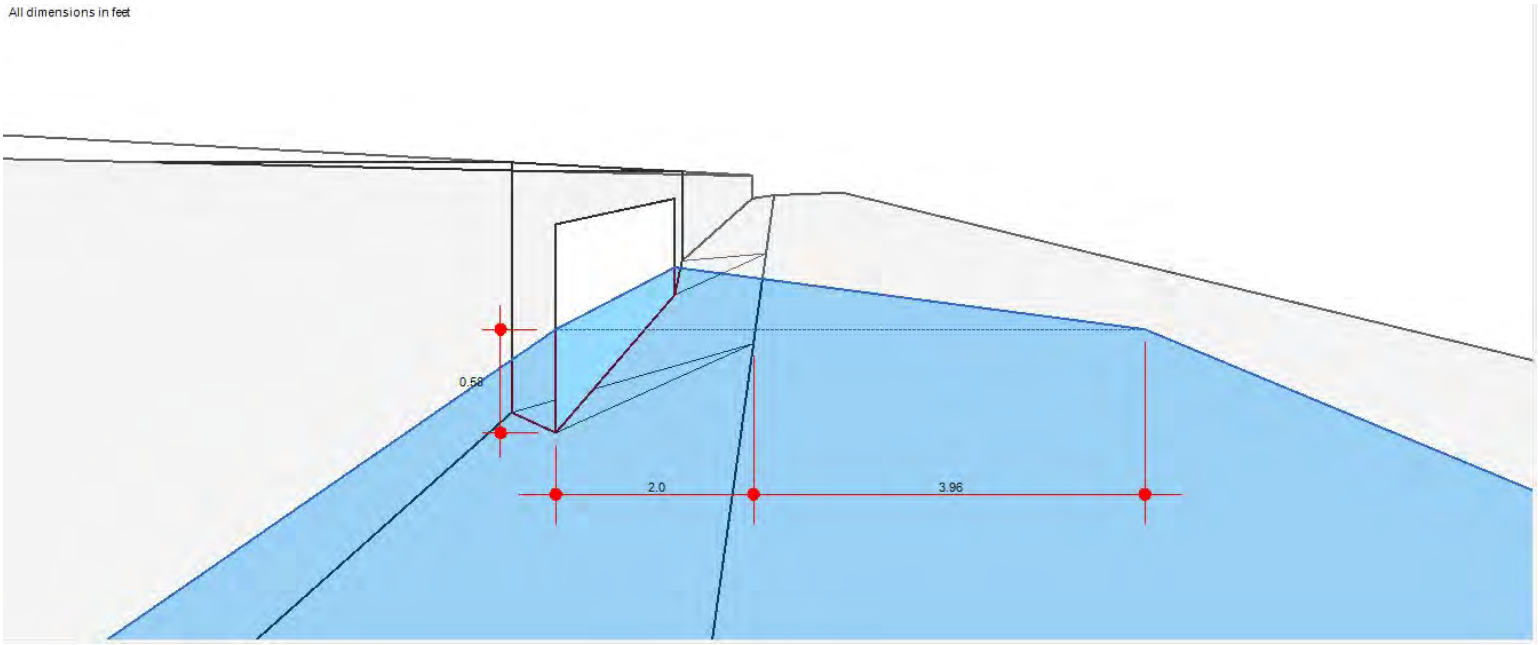
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 0.50
Gutter n-value	= 0.016

Calculations

Compute by:	Known Q
Q (cfs)	= 0.81

Highlighted

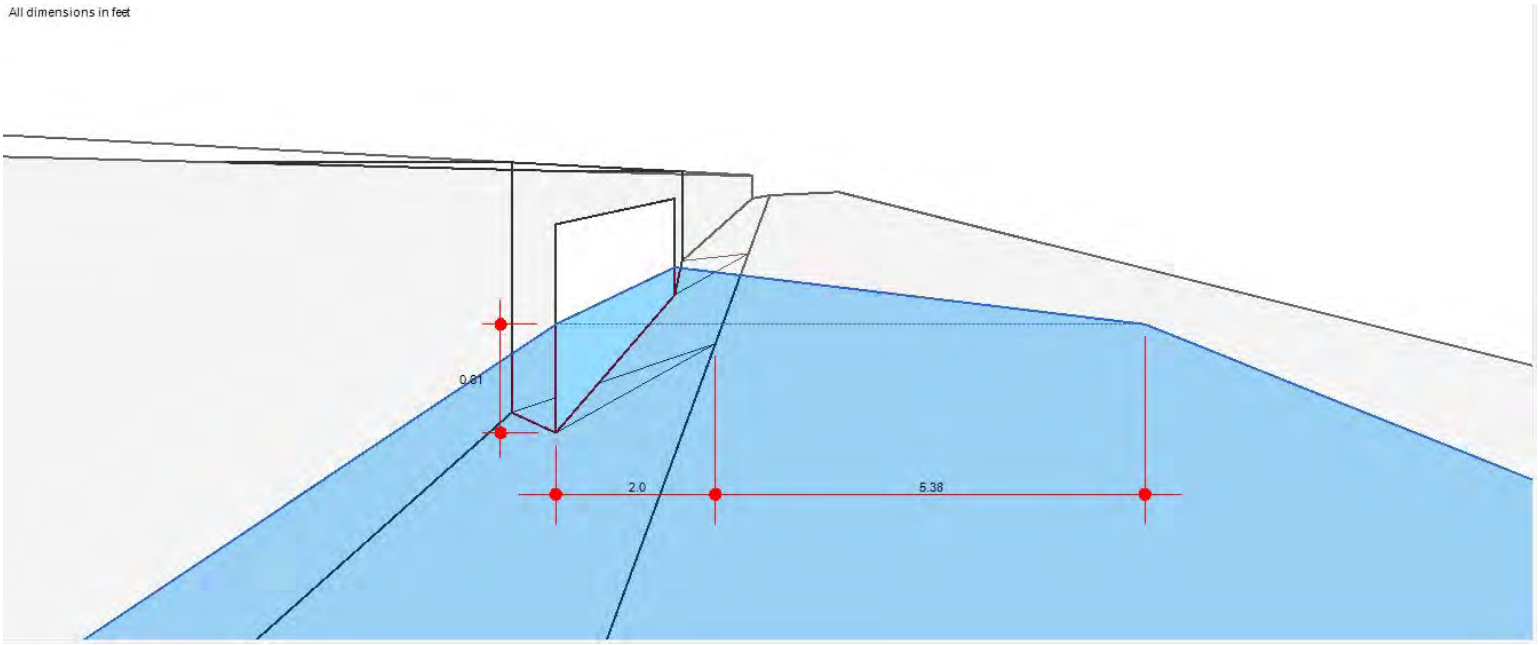
Q Total (cfs)	= 0.81
Q Capt (cfs)	= 0.81
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 6.94
Efficiency (%)	= 100
Gutter Spread (ft)	= 5.96
Gutter Vel (ft/s)	= 1.68
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

C1 10YR

Curb Inlet		Calculations	
Location	= On grade	Compute by:	Known Q
Curb Length (ft)	= 7.00	Q (cfs)	= 0.75
Throat Height (in)	= 6.00		
Grate Area (sqft)	= -0-	**Highlighted**	
Grate Width (ft)	= -0-	Q Total (cfs)	= 0.75
Grate Length (ft)	= -0-	Q Capt (cfs)	= 0.75
		Q Bypass (cfs)	= -0-
Gutter		Depth at Inlet (in)	= 7.28
Slope, Sw (ft/ft)	= 0.083	Efficiency (%)	= 100
Slope, Sx (ft/ft)	= 0.020	Gutter Spread (ft)	= 7.38
Local Depr (in)	= 4.00	Gutter Vel (ft/s)	= 1.12
Gutter Width (ft)	= 2.00	Bypass Spread (ft)	= -0-
Gutter Slope (%)	= 0.20	Bypass Depth (in)	= -0-
Gutter n-value	= 0.016		



Inlet Report

C4 10YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

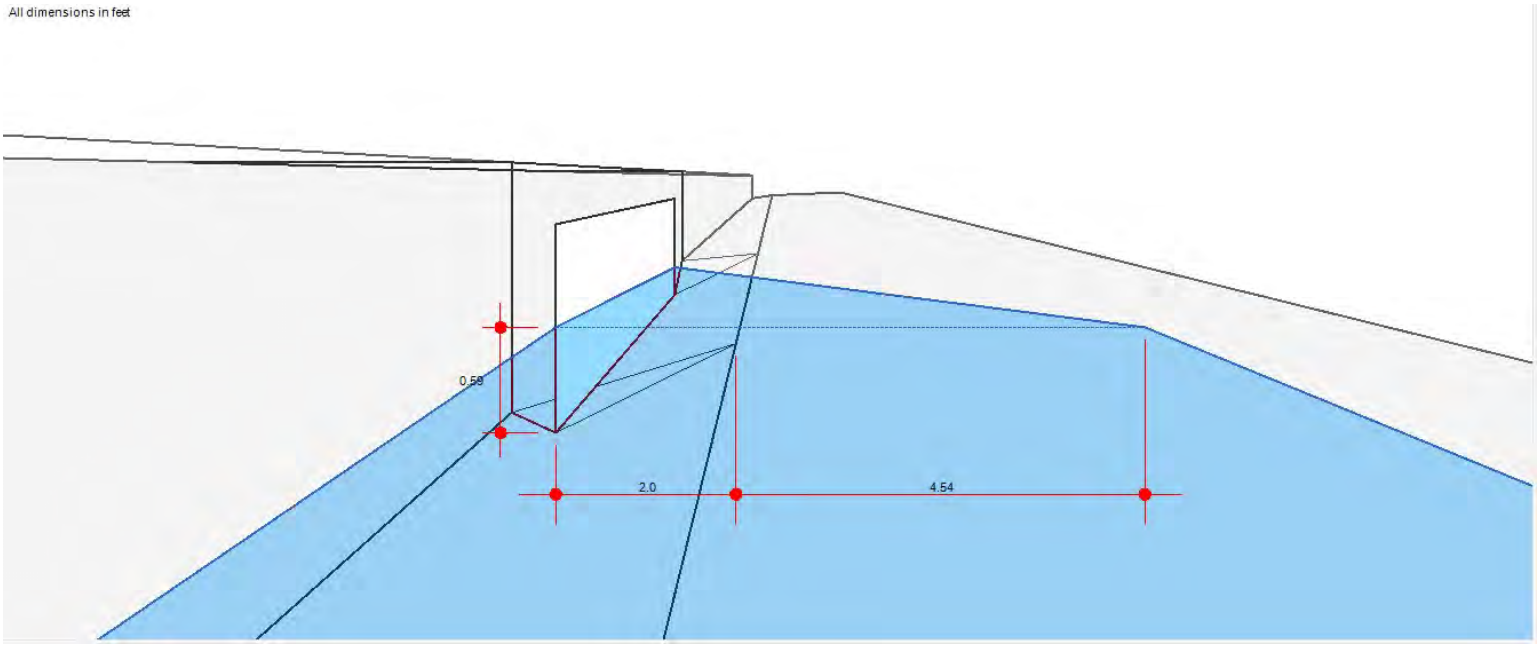
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 0.40
Gutter n-value	= 0.016

Calculations

Compute by:	Known Q
Q (cfs)	= 0.85

Highlighted

Q Total (cfs)	= 0.85
Q Capt (cfs)	= 0.85
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 7.08
Efficiency (%)	= 100
Gutter Spread (ft)	= 6.54
Gutter Vel (ft/s)	= 1.54
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

C3 10YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

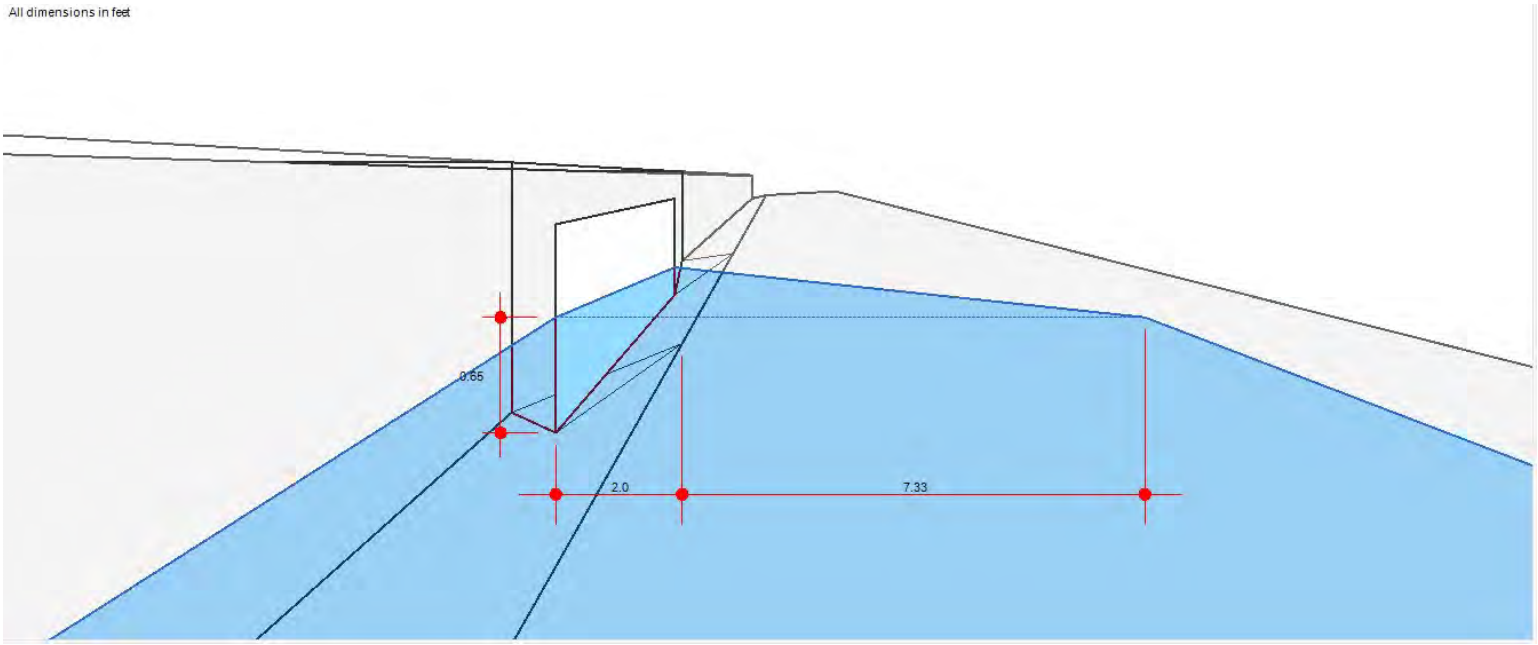
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 0.10
Gutter n-value	= 0.016

Calculations

Compute by:	Known Q
Q (cfs)	= 0.85

Highlighted

Q Total (cfs)	= 0.85
Q Capt (cfs)	= 0.85
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 7.75
Efficiency (%)	= 100
Gutter Spread (ft)	= 9.33
Gutter Vel (ft/s)	= 0.85
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

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A9 10YR

Curb Inlet

Location	=	On grade
Curb Length (ft)	=	7.00
Throat Height (in)	=	6.00
Grate Area (sqft)	=	-0-
Grate Width (ft)	=	-0-
Grate Length (ft)	=	-0-

Gutter

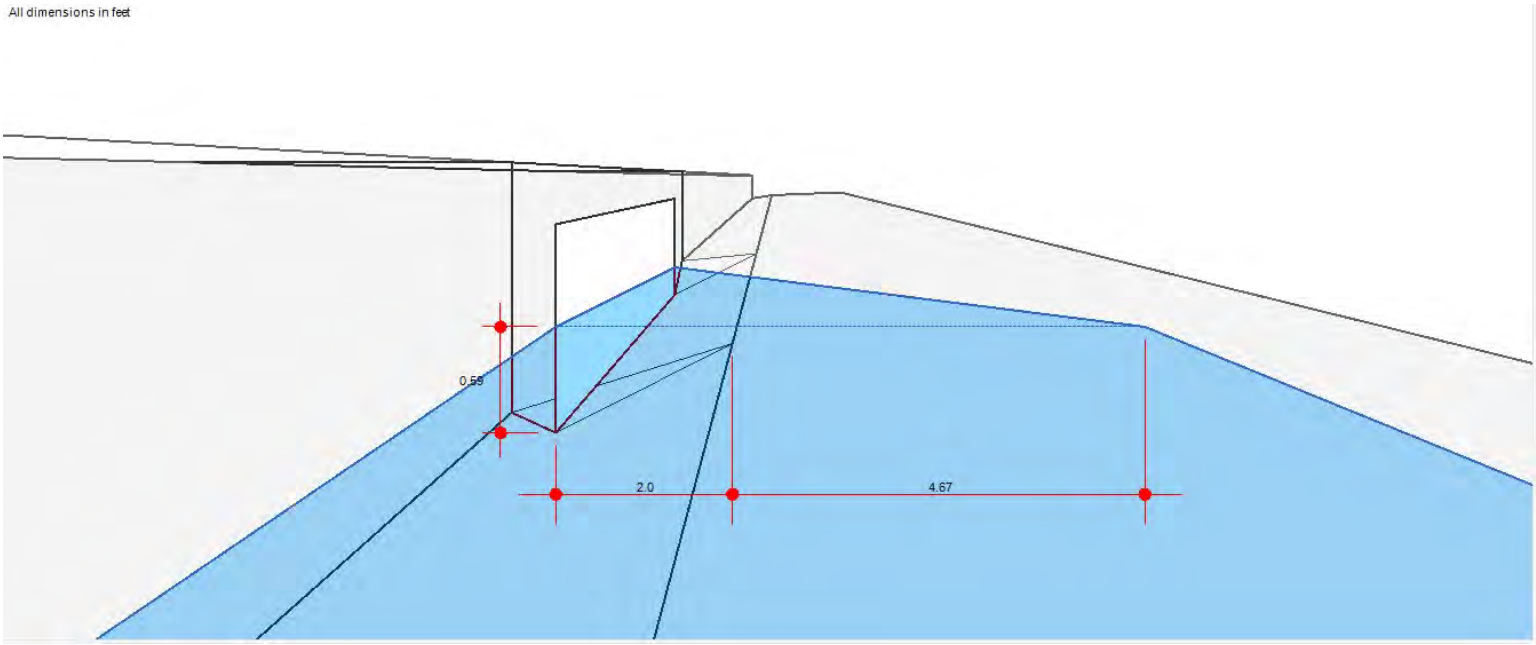
Slope, Sw (ft/ft)	=	0.083
Slope, Sx (ft/ft)	=	0.020
Local Depr (in)	=	4.00
Gutter Width (ft)	=	2.00
Gutter Slope (%)	=	0.10
Gutter n-value	=	0.016

Calculations

Compute by:		Known Q
Q (cfs)	=	0.44

Highlighted

Q Total (cfs)	=	0.44
Q Capt (cfs)	=	0.44
Q Bypass (cfs)	=	-0-
Depth at Inlet (in)	=	7.11
Efficiency (%)	=	100
Gutter Spread (ft)	=	6.67
Gutter Vel (ft/s)	=	0.77
Bypass Spread (ft)	=	-0-
Bypass Depth (in)	=	-0-



Inlet Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Thursday, May 16 2024

A10 10YR

Curb Inlet

Location	=	On grade
Curb Length (ft)	=	7.00
Throat Height (in)	=	6.00
Grate Area (sqft)	=	-0-
Grate Width (ft)	=	-0-
Grate Length (ft)	=	-0-

Gutter

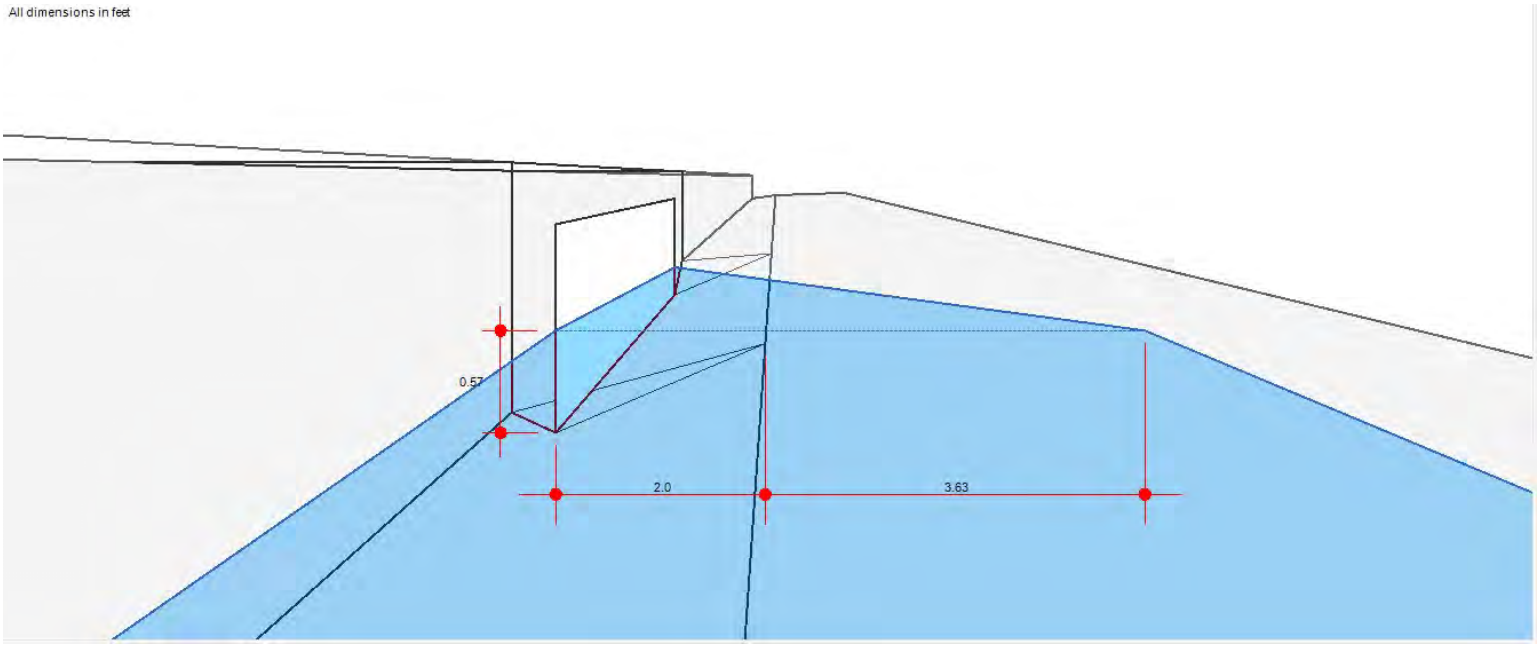
Slope, Sw (ft/ft)	=	0.083
Slope, Sx (ft/ft)	=	0.020
Local Depr (in)	=	4.00
Gutter Width (ft)	=	2.00
Gutter Slope (%)	=	0.10
Gutter n-value	=	0.016

Calculations

Compute by:		Known Q
Q (cfs)	=	0.33

Highlighted

Q Total (cfs)	=	0.33
Q Capt (cfs)	=	0.33
Q Bypass (cfs)	=	-0-
Depth at Inlet (in)	=	6.86
Efficiency (%)	=	100
Gutter Spread (ft)	=	5.63
Gutter Vel (ft/s)	=	0.75
Bypass Spread (ft)	=	-0-
Bypass Depth (in)	=	-0-



Inlet Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Thursday, May 16 2024

A7 10YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

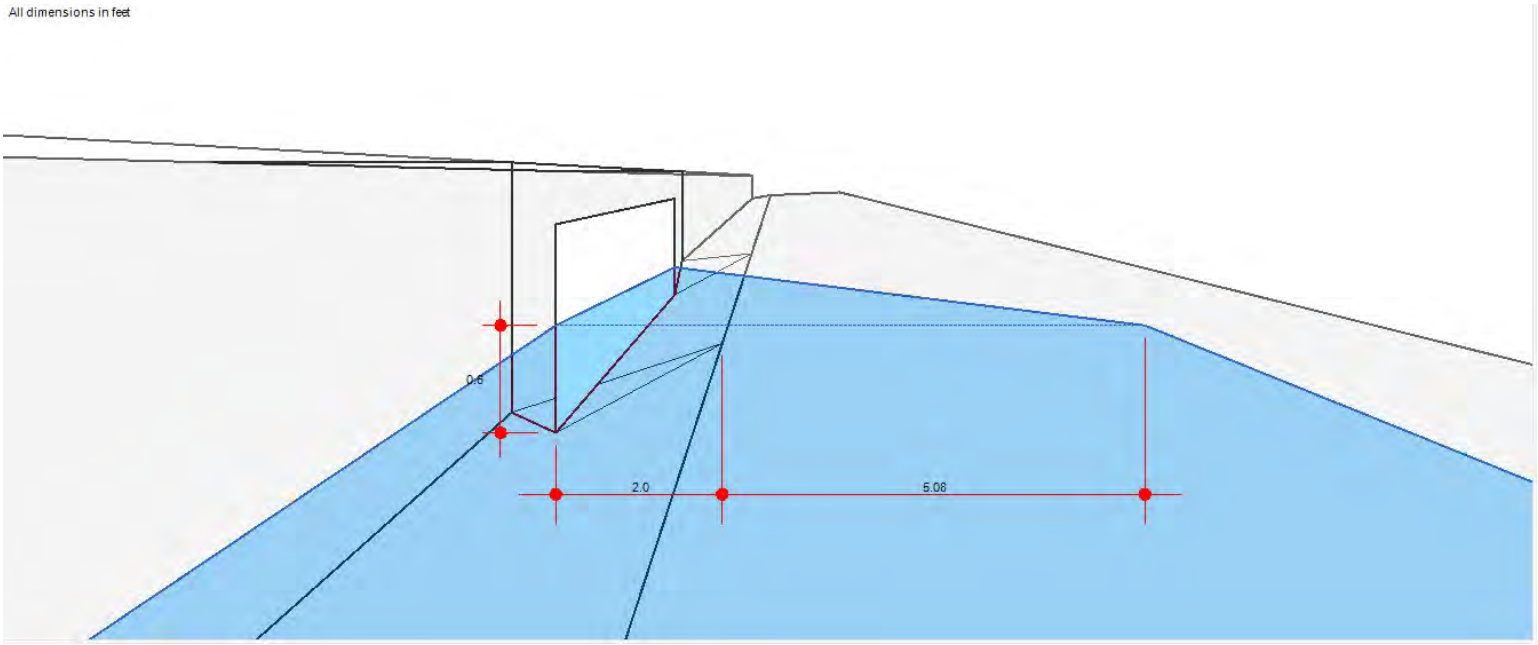
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 0.30
Gutter n-value	= 0.016

Calculations

Compute by:	Known Q
Q (cfs)	= 0.85

Highlighted

Q Total (cfs)	= 0.85
Q Capt (cfs)	= 0.85
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 7.21
Efficiency (%)	= 100
Gutter Spread (ft)	= 7.08
Gutter Vel (ft/s)	= 1.36
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

A8 10YR

Curb Inlet

Location	=	On grade
Curb Length (ft)	=	7.00
Throat Height (in)	=	6.00
Grate Area (sqft)	=	-0-
Grate Width (ft)	=	-0-
Grate Length (ft)	=	-0-

Gutter

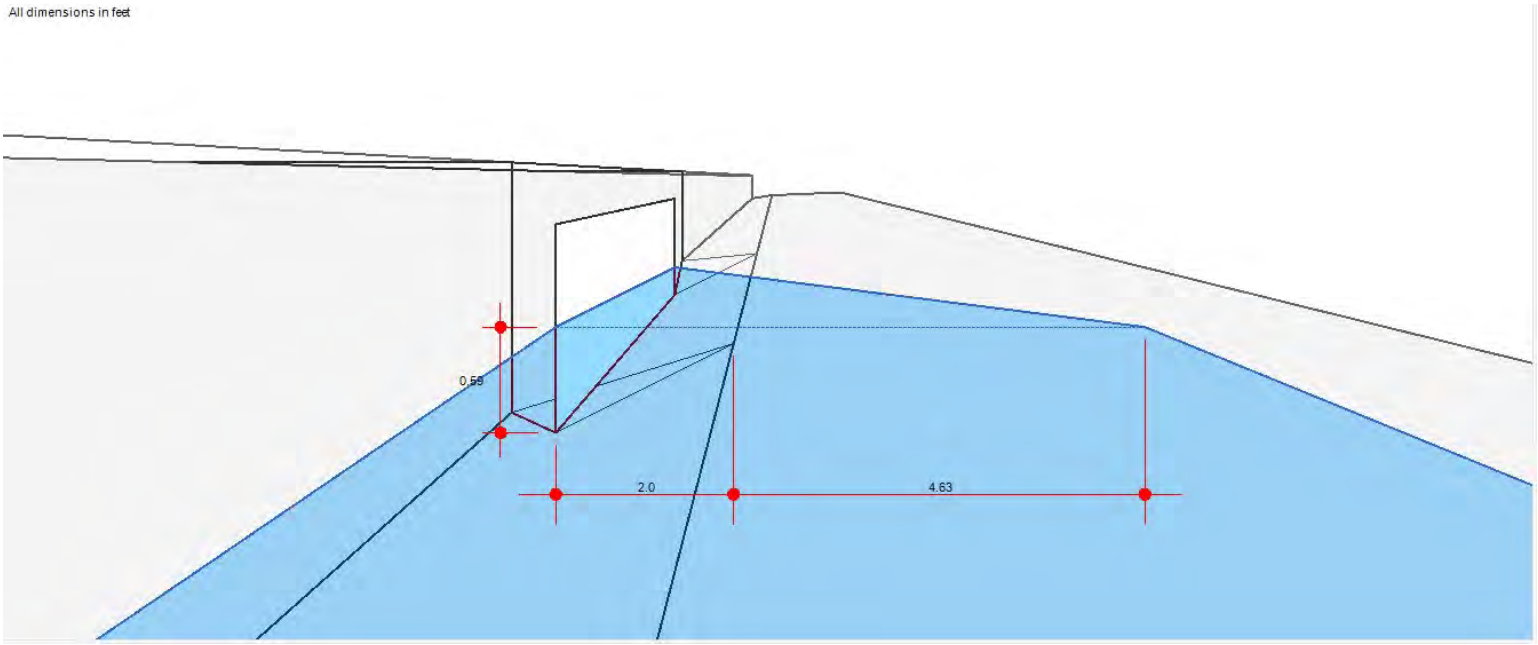
Slope, Sw (ft/ft)	=	0.083
Slope, Sx (ft/ft)	=	0.020
Local Depr (in)	=	4.00
Gutter Width (ft)	=	2.00
Gutter Slope (%)	=	0.40
Gutter n-value	=	0.016

Calculations

Compute by:		Known Q
Q (cfs)	=	0.87

Highlighted

Q Total (cfs)	=	0.87
Q Capt (cfs)	=	0.87
Q Bypass (cfs)	=	-0-
Depth at Inlet (in)	=	7.10
Efficiency (%)	=	100
Gutter Spread (ft)	=	6.63
Gutter Vel (ft/s)	=	1.54
Bypass Spread (ft)	=	-0-
Bypass Depth (in)	=	-0-



Inlet Report

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A11 10YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

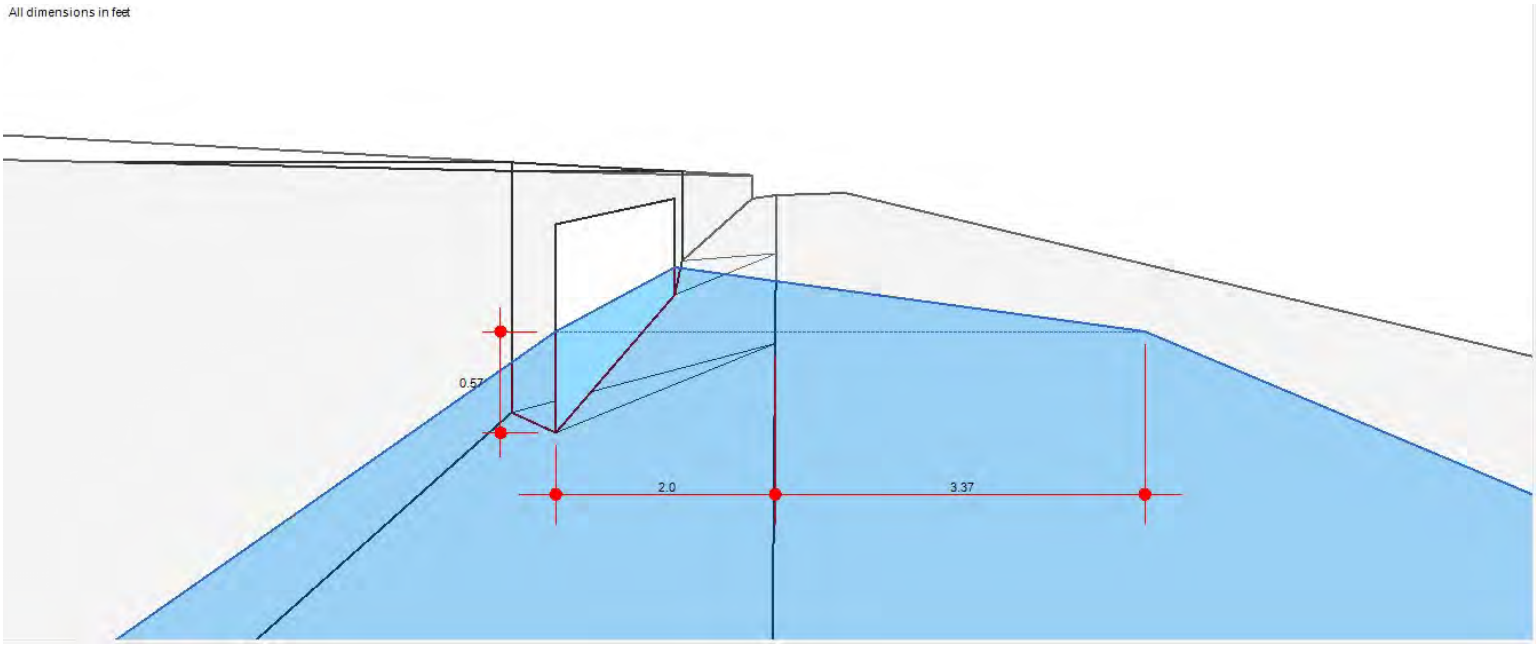
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 0.90
Gutter n-value	= 0.016

Calculations

Compute by:	Known Q
Q (cfs)	= 0.92

Highlighted

Q Total (cfs)	= 0.92
Q Capt (cfs)	= 0.92
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 6.80
Efficiency (%)	= 100
Gutter Spread (ft)	= 5.37
Gutter Vel (ft/s)	= 2.22
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

B5 10YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

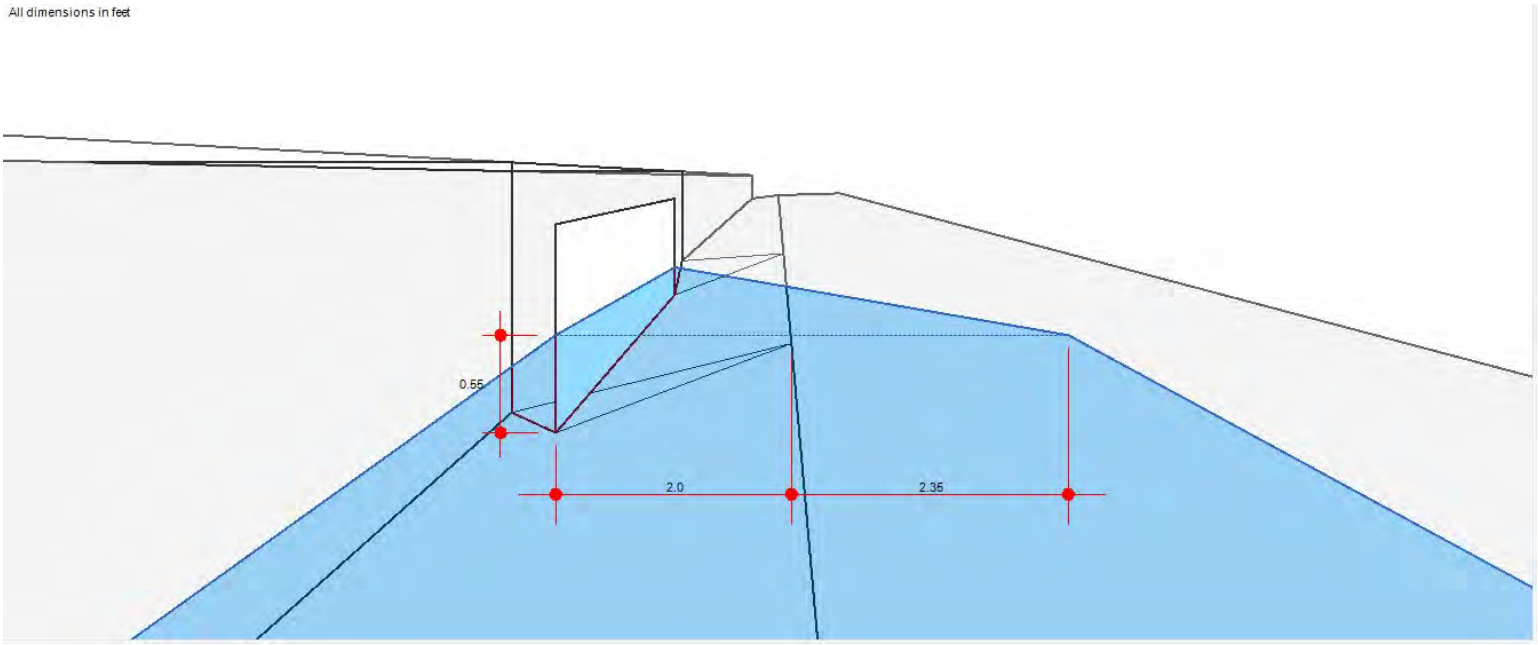
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 1.00
Gutter n-value	= 0.016

Calculations

Compute by:	Known Q
Q (cfs)	= 0.72

Highlighted

Q Total (cfs)	= 0.72
Q Capt (cfs)	= 0.72
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 6.56
Efficiency (%)	= 100
Gutter Spread (ft)	= 4.35
Gutter Vel (ft/s)	= 2.28
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

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B6 10YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

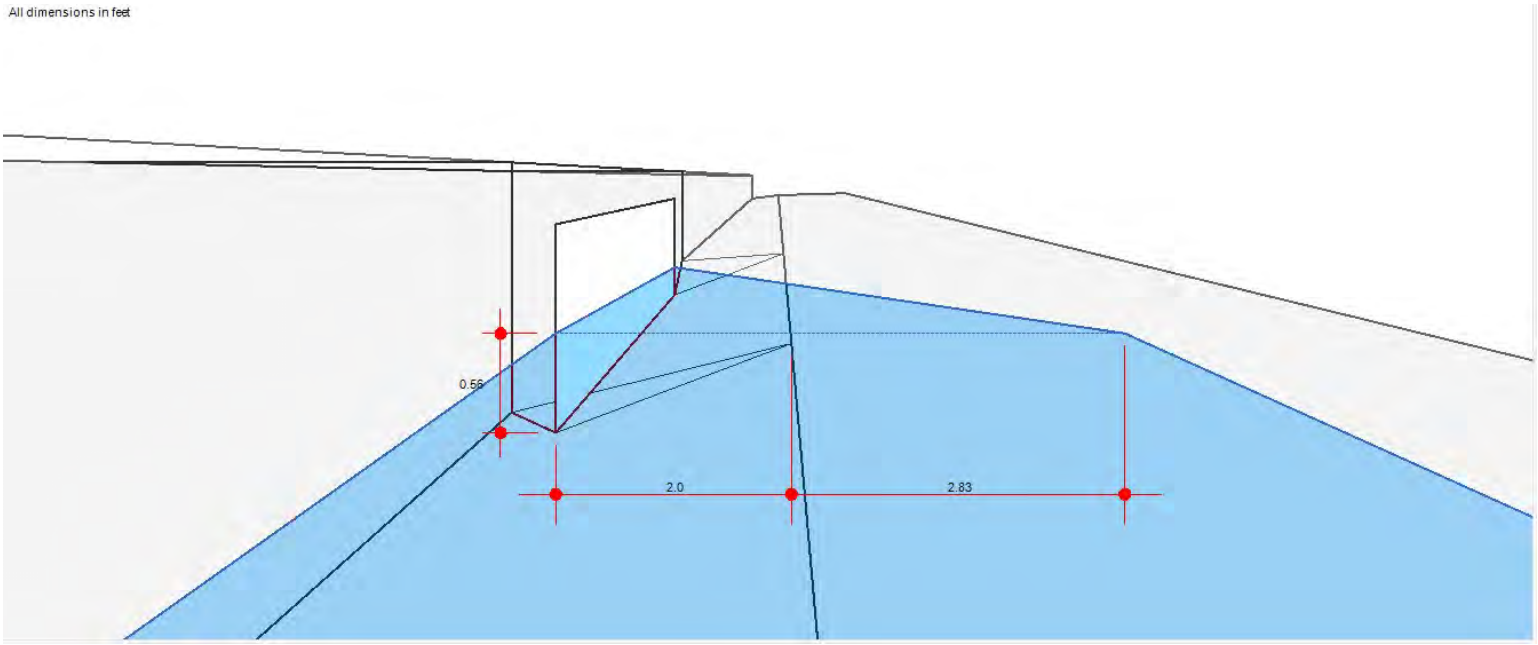
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 1.00
Gutter n-value	= 0.016

Calculations

Compute by:	Known Q
Q (cfs)	= 0.83

Highlighted

Q Total (cfs)	= 0.83
Q Capt (cfs)	= 0.83
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 6.67
Efficiency (%)	= 100
Gutter Spread (ft)	= 4.83
Gutter Vel (ft/s)	= 2.31
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Thursday, May 16 2024

D2 10YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

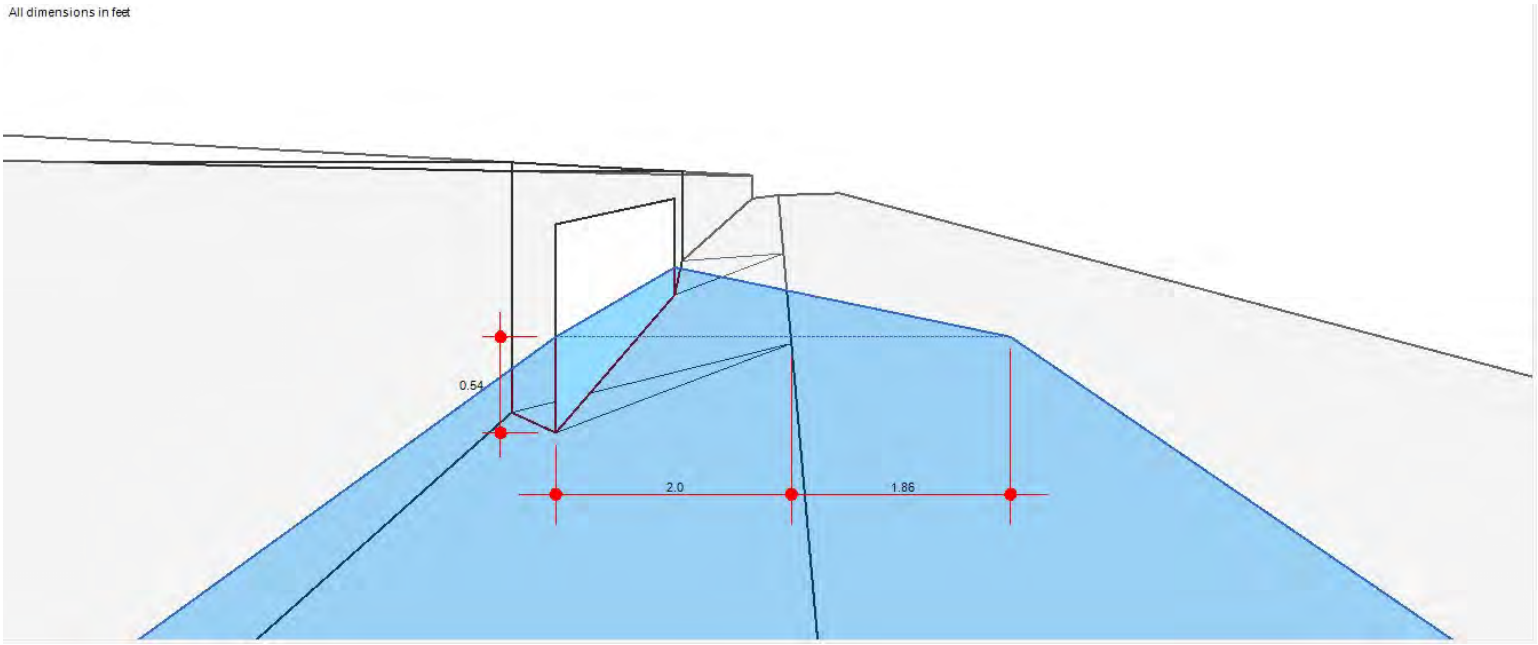
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 0.50
Gutter n-value	= 0.016

Calculations

Compute by:	Known Q
Q (cfs)	= 0.44

Highlighted

Q Total (cfs)	= 0.44
Q Capt (cfs)	= 0.44
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 6.44
Efficiency (%)	= 100
Gutter Spread (ft)	= 3.86
Gutter Vel (ft/s)	= 1.60
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Thursday, May 16 2024

D1 10YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

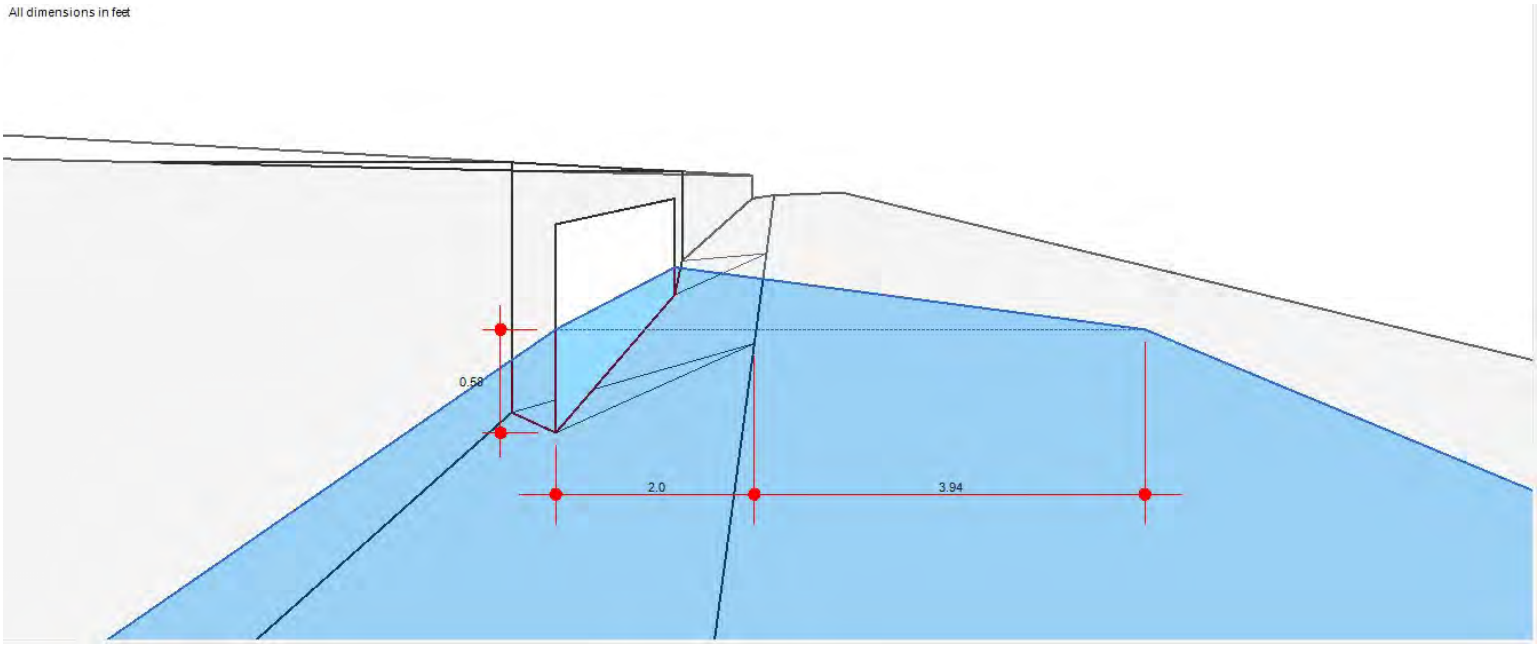
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 0.10
Gutter n-value	= 0.016

Calculations

Compute by:	Known Q
Q (cfs)	= 0.36

Highlighted

Q Total (cfs)	= 0.36
Q Capt (cfs)	= 0.36
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 6.94
Efficiency (%)	= 100
Gutter Spread (ft)	= 5.94
Gutter Vel (ft/s)	= 0.75
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

B3 10YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

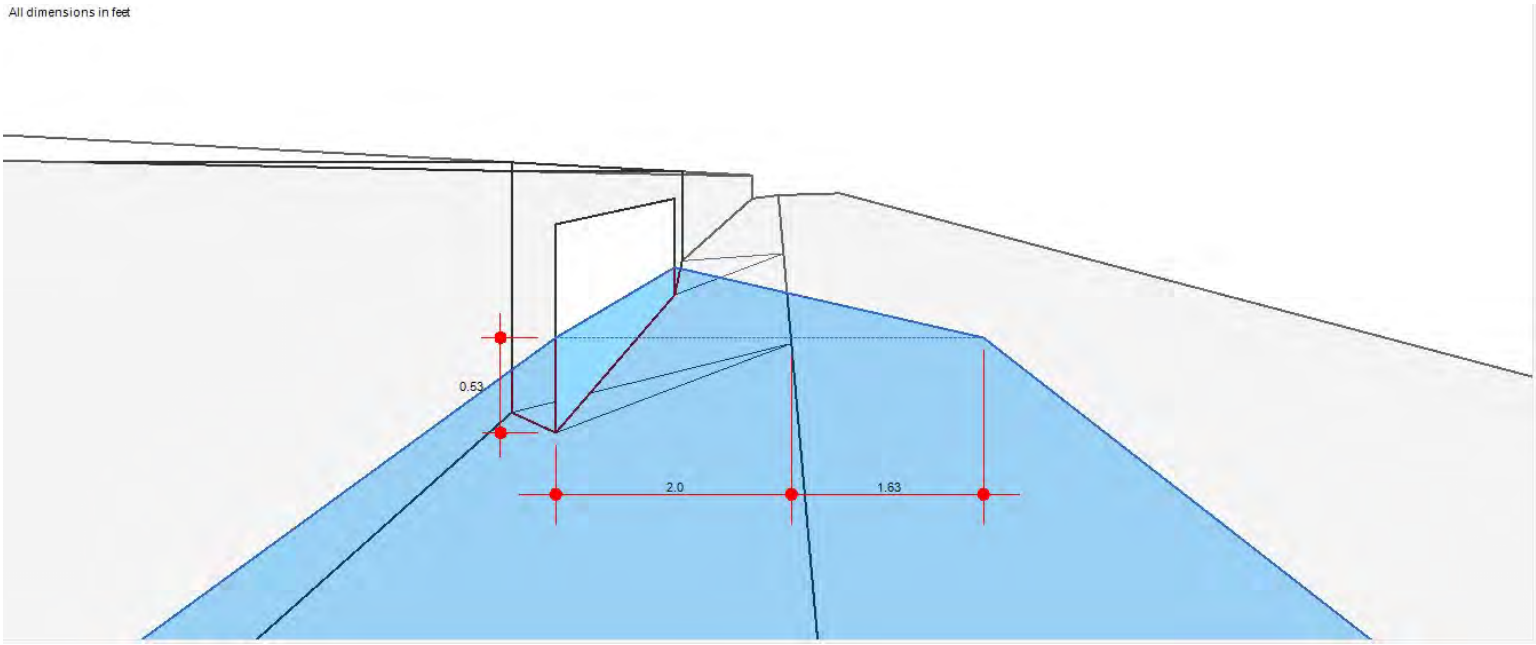
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 1.00
Gutter n-value	= 0.016

Calculations

Compute by:	Known Q
Q (cfs)	= 0.58

Highlighted

Q Total (cfs)	= 0.58
Q Capt (cfs)	= 0.58
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 6.38
Efficiency (%)	= 100
Gutter Spread (ft)	= 3.63
Gutter Vel (ft/s)	= 2.25
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Thursday, May 16 2024

B4 10YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

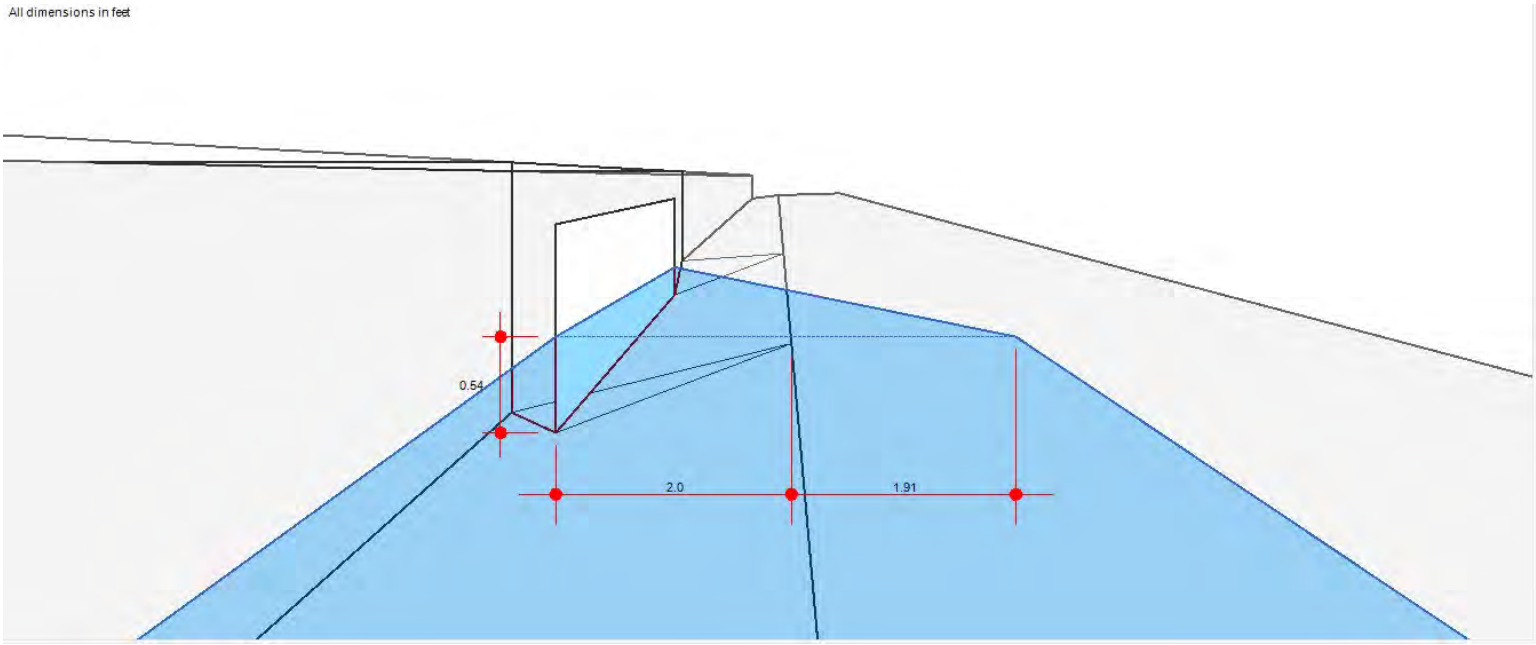
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 1.00
Gutter n-value	= 0.016

Calculations

Compute by:	Known Q
Q (cfs)	= 0.63

Highlighted

Q Total (cfs)	= 0.63
Q Capt (cfs)	= 0.63
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 6.45
Efficiency (%)	= 100
Gutter Spread (ft)	= 3.91
Gutter Vel (ft/s)	= 2.26
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Thursday, May 16 2024

B2 10YR

Curb Inlet

Location	=	On grade
Curb Length (ft)	=	7.00
Throat Height (in)	=	6.00
Grate Area (sqft)	=	-0-
Grate Width (ft)	=	-0-
Grate Length (ft)	=	-0-

Gutter

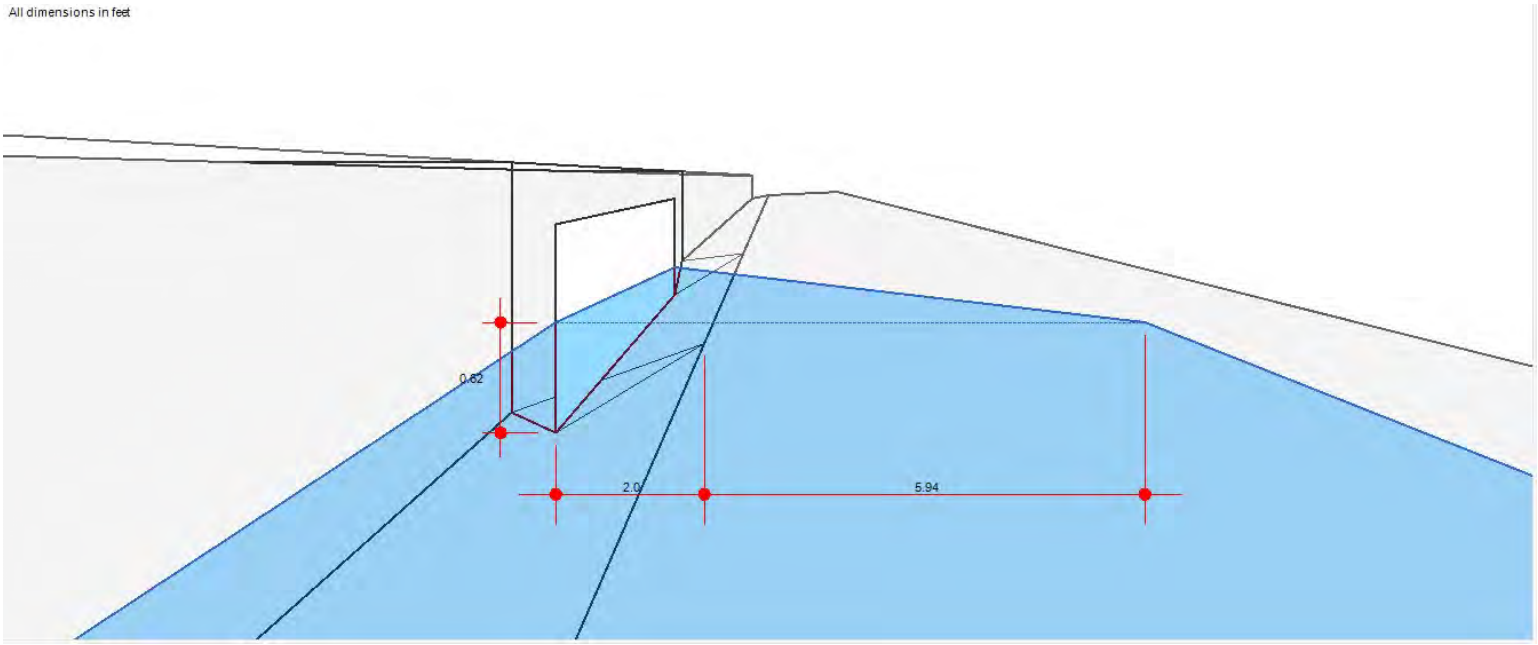
Slope, Sw (ft/ft)	=	0.083
Slope, Sx (ft/ft)	=	0.020
Local Depr (in)	=	4.00
Gutter Width (ft)	=	2.00
Gutter Slope (%)	=	0.10
Gutter n-value	=	0.016

Calculations

Compute by:		Known Q
Q (cfs)	=	0.61

Highlighted

Q Total (cfs)	=	0.61
Q Capt (cfs)	=	0.61
Q Bypass (cfs)	=	-0-
Depth at Inlet (in)	=	7.42
Efficiency (%)	=	100
Gutter Spread (ft)	=	7.94
Gutter Vel (ft/s)	=	0.81
Bypass Spread (ft)	=	-0-
Bypass Depth (in)	=	-0-



Inlet Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Thursday, May 16 2024

B1 10YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

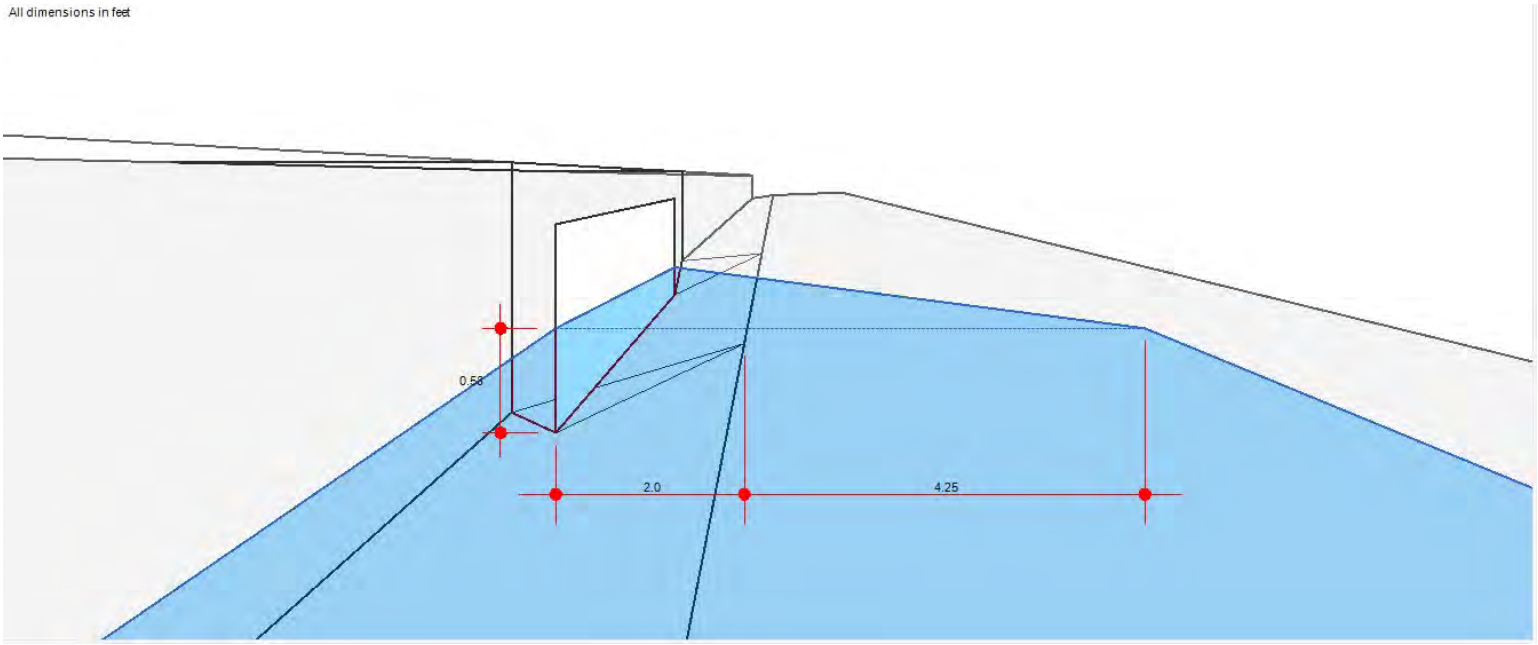
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 0.30
Gutter n-value	= 0.016

Calculations

Compute by:	Known Q
Q (cfs)	= 0.68

Highlighted

Q Total (cfs)	= 0.68
Q Capt (cfs)	= 0.68
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 7.01
Efficiency (%)	= 100
Gutter Spread (ft)	= 6.25
Gutter Vel (ft/s)	= 1.32
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Thursday, May 16 2024

A6 10YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

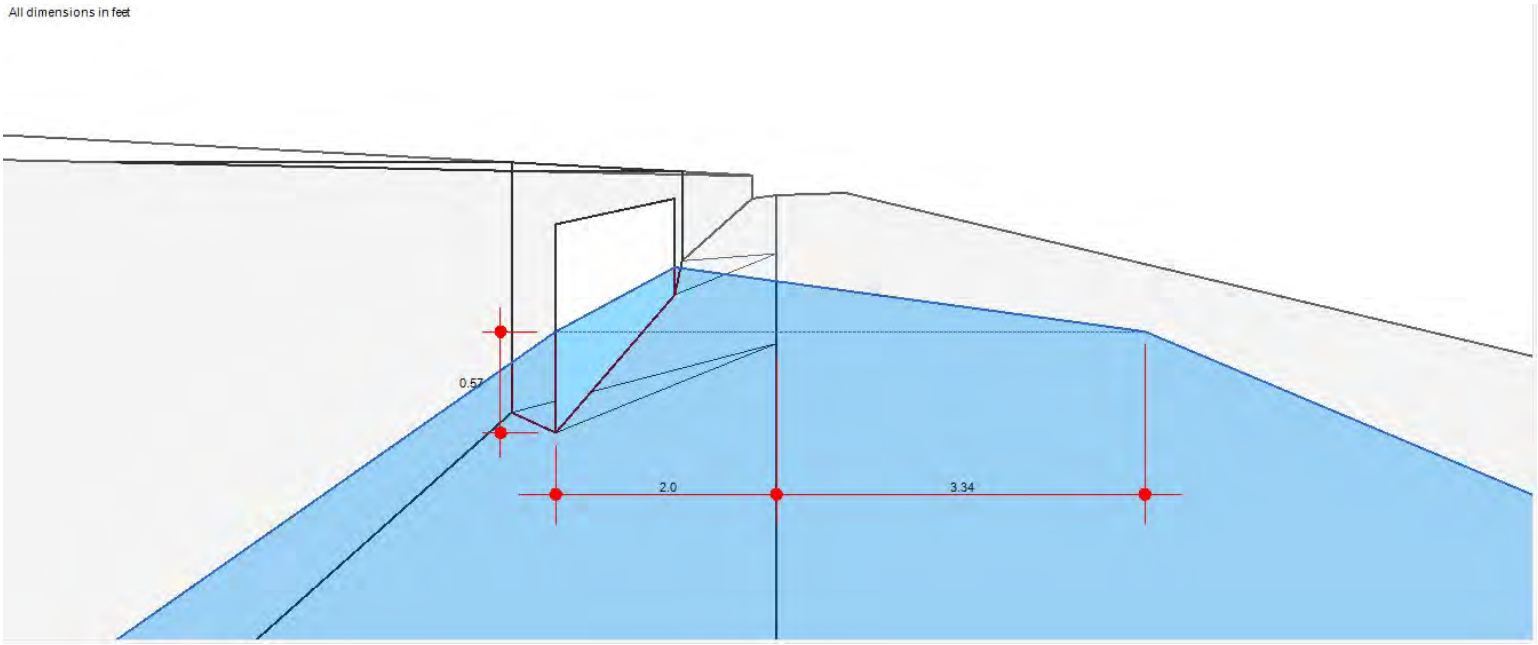
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 0.80
Gutter n-value	= 0.016

Calculations

Compute by:	Known Q
Q (cfs)	= 0.86

Highlighted

Q Total (cfs)	= 0.86
Q Capt (cfs)	= 0.86
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 6.79
Efficiency (%)	= 100
Gutter Spread (ft)	= 5.34
Gutter Vel (ft/s)	= 2.09
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

A5 10YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

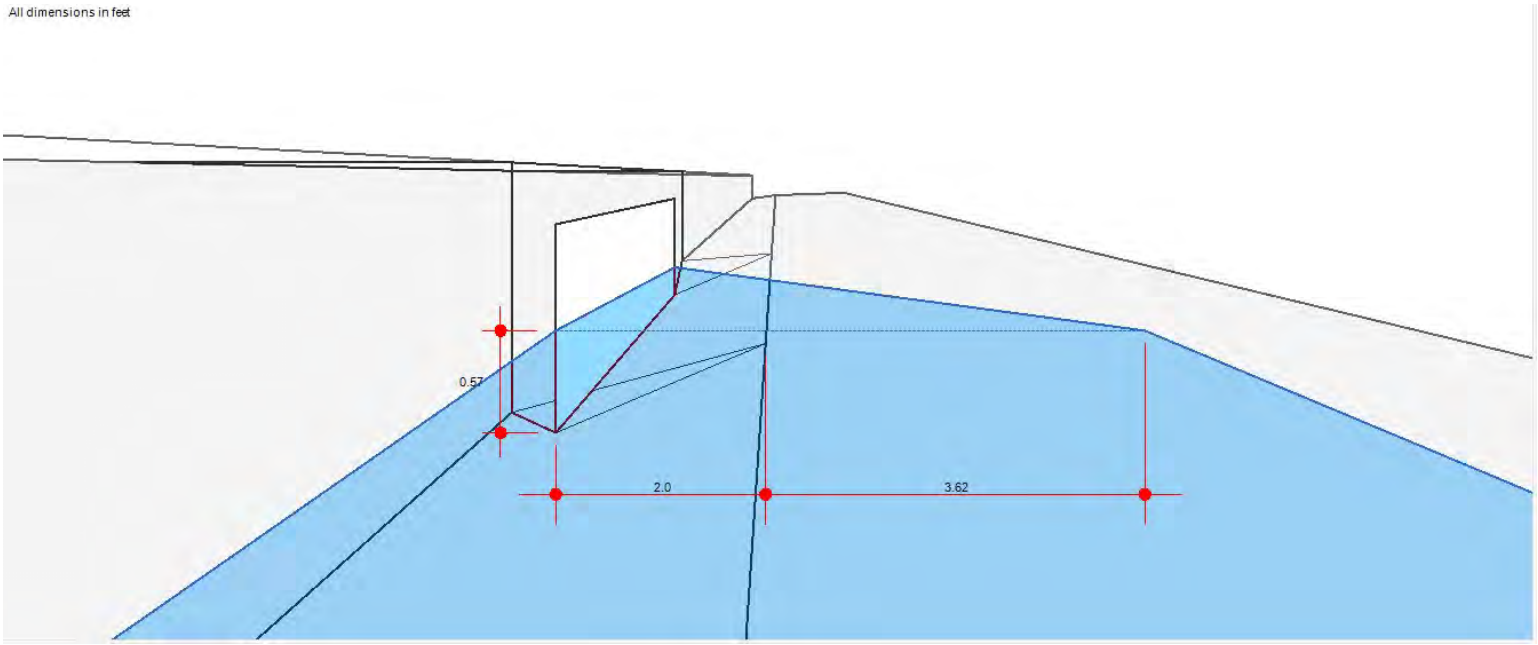
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 0.80
Gutter n-value	= 0.016

Calculations

Compute by:	Known Q
Q (cfs)	= 0.93

Highlighted

Q Total (cfs)	= 0.93
Q Capt (cfs)	= 0.93
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 6.86
Efficiency (%)	= 100
Gutter Spread (ft)	= 5.62
Gutter Vel (ft/s)	= 2.11
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

A3 10YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

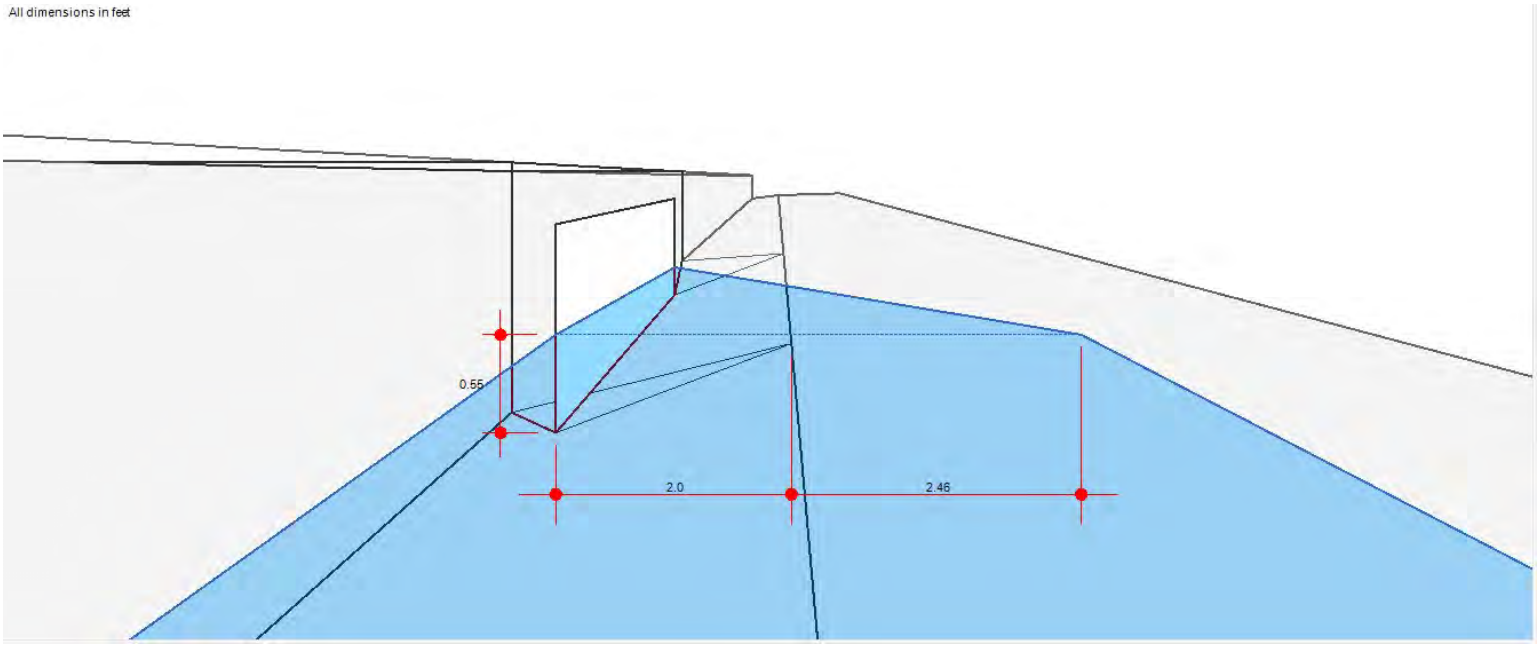
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 1.10
Gutter n-value	= 0.016

Calculations

Compute by:	Known Q
Q (cfs)	= 0.78

Highlighted

Q Total (cfs)	= 0.78
Q Capt (cfs)	= 0.78
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 6.58
Efficiency (%)	= 100
Gutter Spread (ft)	= 4.46
Gutter Vel (ft/s)	= 2.40
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

A4 10YR

Curb Inlet

Location	=	On grade
Curb Length (ft)	=	7.00
Throat Height (in)	=	6.00
Grate Area (sqft)	=	-0-
Grate Width (ft)	=	-0-
Grate Length (ft)	=	-0-

Gutter

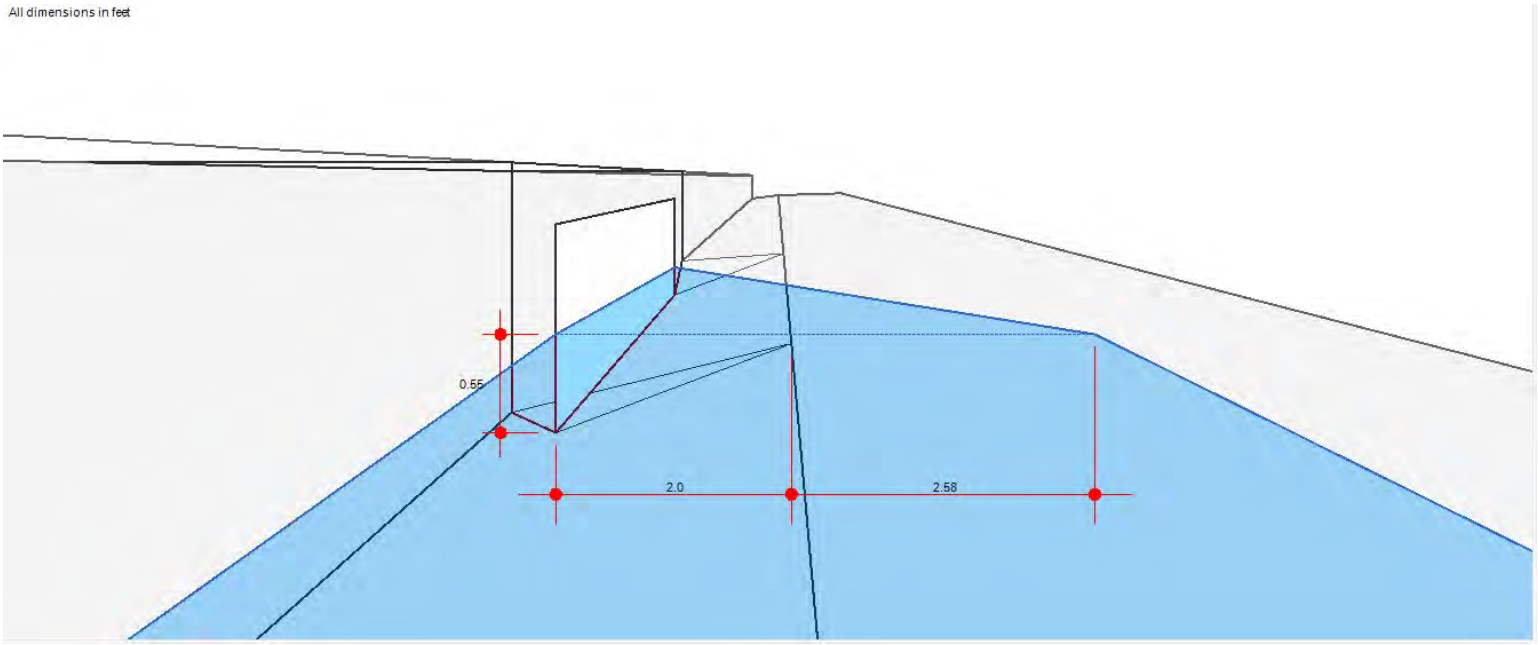
Slope, Sw (ft/ft)	=	0.083
Slope, Sx (ft/ft)	=	0.020
Local Depr (in)	=	4.00
Gutter Width (ft)	=	2.00
Gutter Slope (%)	=	1.00
Gutter n-value	=	0.016

Calculations

Compute by:		Known Q
Q (cfs)	=	0.77

Highlighted

Q Total (cfs)	=	0.77
Q Capt (cfs)	=	0.77
Q Bypass (cfs)	=	-0-
Depth at Inlet (in)	=	6.61
Efficiency (%)	=	100
Gutter Spread (ft)	=	4.58
Gutter Vel (ft/s)	=	2.30
Bypass Spread (ft)	=	-0-
Bypass Depth (in)	=	-0-



Inlet Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Thursday, May 16 2024

A2 10YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

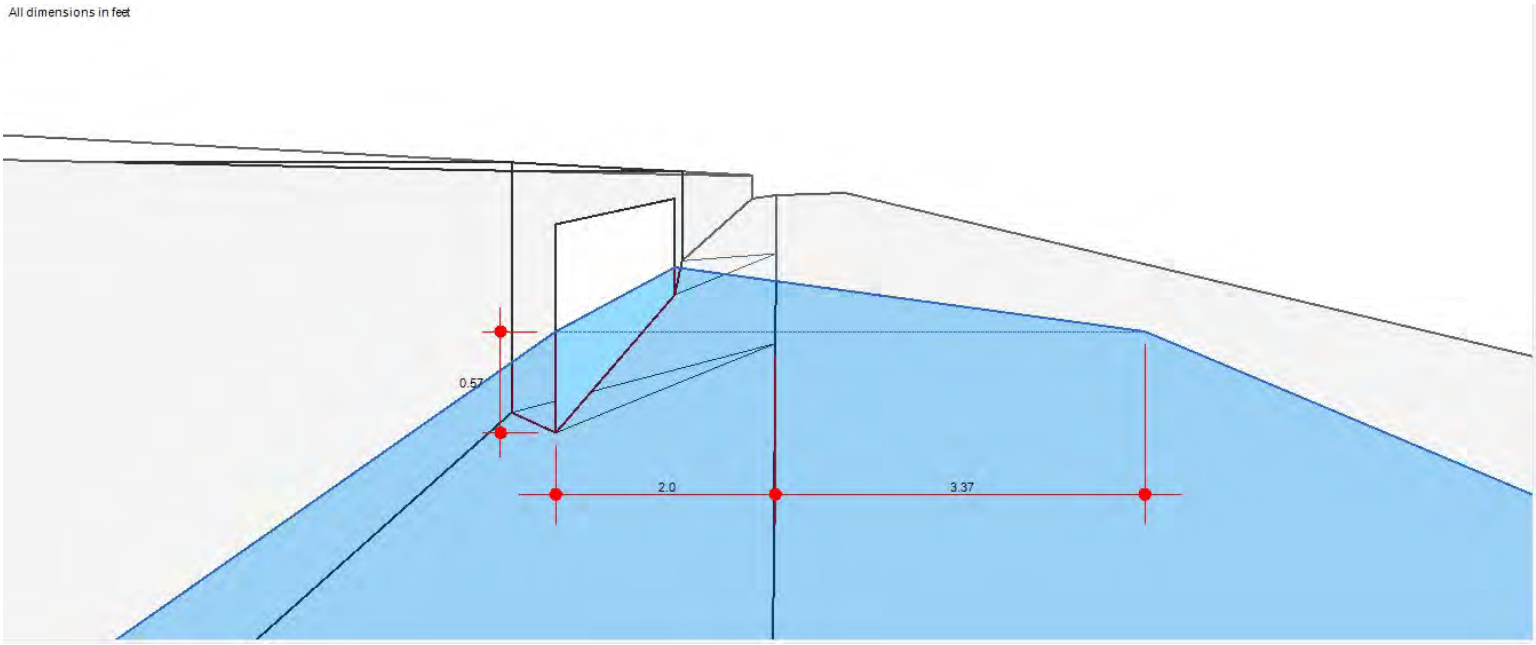
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 0.60
Gutter n-value	= 0.016

Calculations

Compute by:	Known Q
Q (cfs)	= 0.75

Highlighted

Q Total (cfs)	= 0.75
Q Capt (cfs)	= 0.75
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 6.80
Efficiency (%)	= 100
Gutter Spread (ft)	= 5.37
Gutter Vel (ft/s)	= 1.81
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Thursday, May 16 2024

A1 10YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

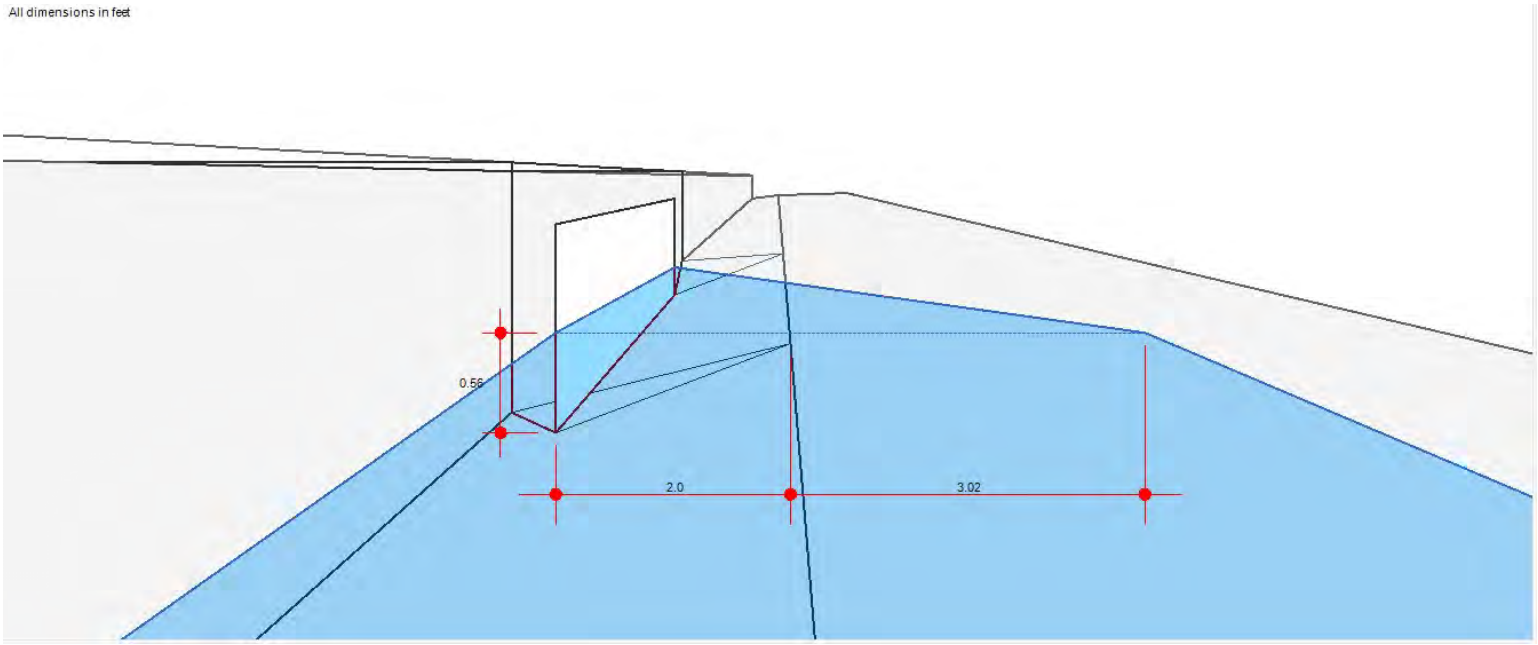
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 0.30
Gutter n-value	= 0.016

Calculations

Compute by:	Known Q
Q (cfs)	= 0.48

Highlighted

Q Total (cfs)	= 0.48
Q Capt (cfs)	= 0.48
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 6.72
Efficiency (%)	= 100
Gutter Spread (ft)	= 5.02
Gutter Vel (ft/s)	= 1.27
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

H3 10YR

Curb Inlet

Location	=	On grade
Curb Length (ft)	=	14.00
Throat Height (in)	=	6.00
Grate Area (sqft)	=	-0-
Grate Width (ft)	=	-0-
Grate Length (ft)	=	-0-

Gutter

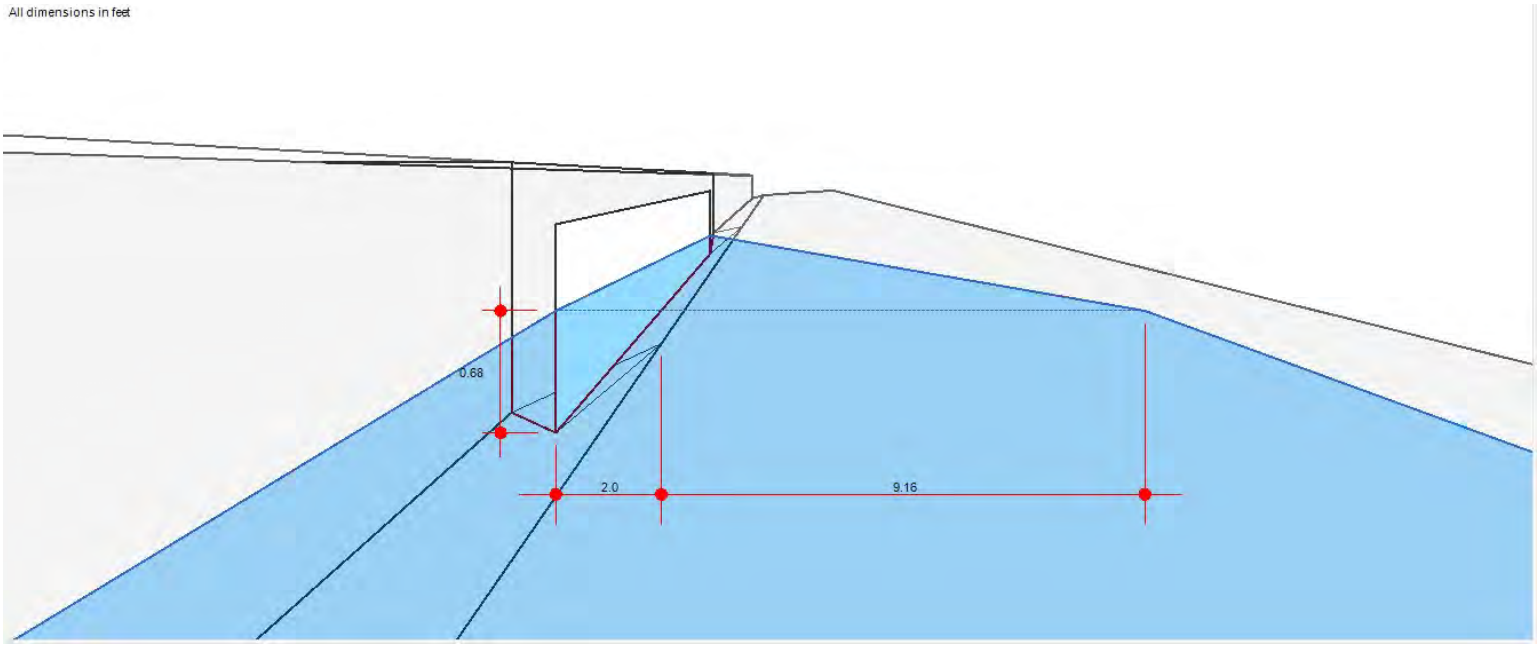
Slope, Sw (ft/ft)	=	0.083
Slope, Sx (ft/ft)	=	0.020
Local Depr (in)	=	4.00
Gutter Width (ft)	=	2.00
Gutter Slope (%)	=	0.20
Gutter n-value	=	0.016

Calculations

Compute by:		Known Q
Q (cfs)	=	1.78

Highlighted

Q Total (cfs)	=	1.78
Q Capt (cfs)	=	1.78
Q Bypass (cfs)	=	-0-
Depth at Inlet (in)	=	8.19
Efficiency (%)	=	100
Gutter Spread (ft)	=	11.16
Gutter Vel (ft/s)	=	1.30
Bypass Spread (ft)	=	-0-
Bypass Depth (in)	=	-0-



Inlet Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Thursday, May 16 2024

H4 10YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

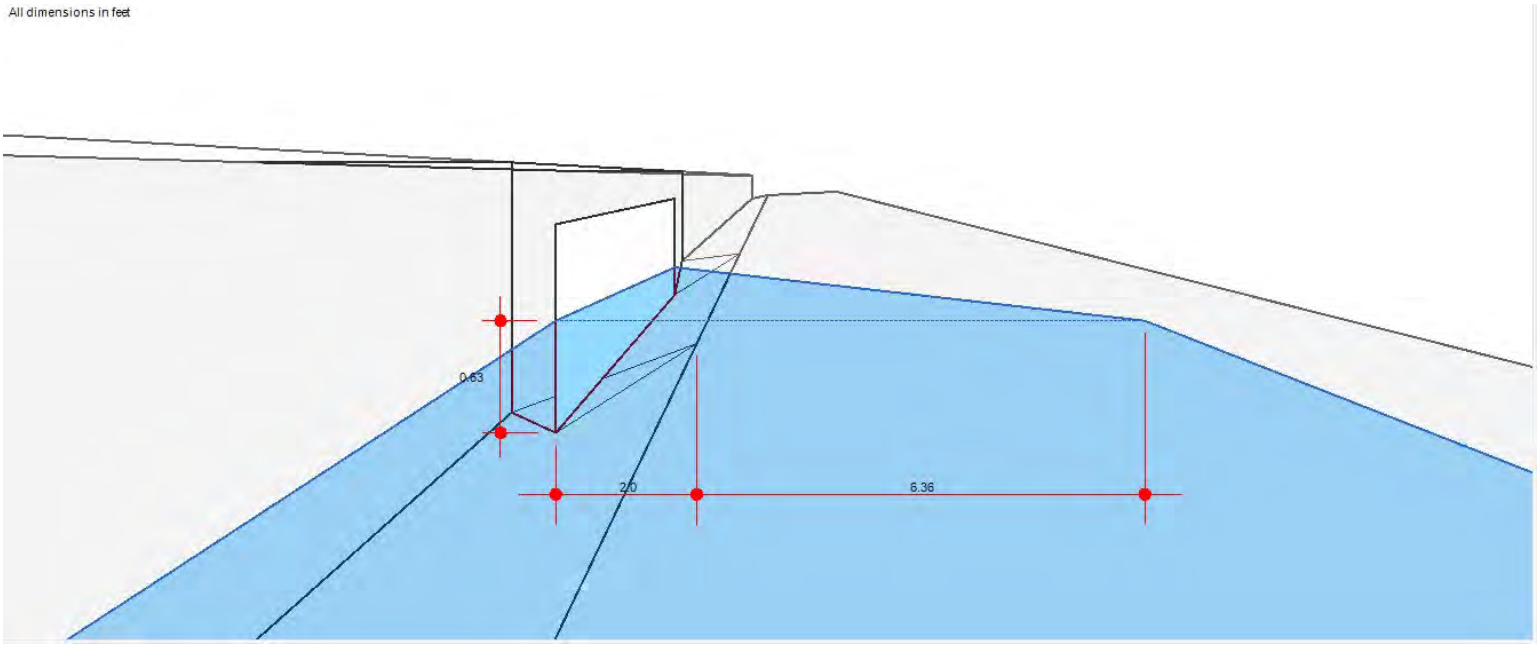
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 0.60
Gutter n-value	= 0.016

Calculations

Compute by:	Known Q
Q (cfs)	= 1.66

Highlighted

Q Total (cfs)	= 1.66
Q Capt (cfs)	= 1.66
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 7.52
Efficiency (%)	= 100
Gutter Spread (ft)	= 8.36
Gutter Vel (ft/s)	= 2.01
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

H1 10YR

Curb Inlet

Location	=	On grade
Curb Length (ft)	=	14.00
Throat Height (in)	=	6.00
Grate Area (sqft)	=	-0-
Grate Width (ft)	=	-0-
Grate Length (ft)	=	-0-

Gutter

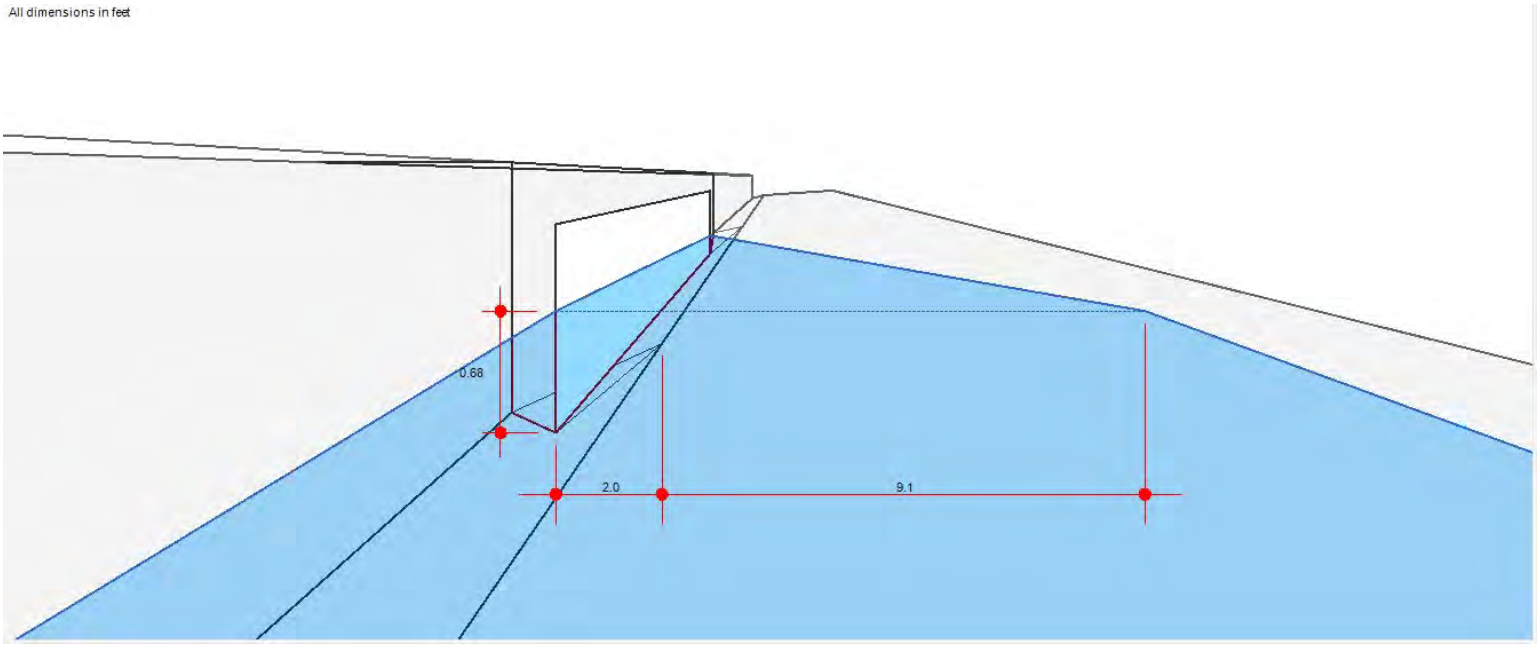
Slope, Sw (ft/ft)	=	0.083
Slope, Sx (ft/ft)	=	0.020
Local Depr (in)	=	4.00
Gutter Width (ft)	=	2.00
Gutter Slope (%)	=	0.20
Gutter n-value	=	0.016

Calculations

Compute by:		Known Q
Q (cfs)	=	1.76

Highlighted

Q Total (cfs)	=	1.76
Q Capt (cfs)	=	1.76
Q Bypass (cfs)	=	-0-
Depth at Inlet (in)	=	8.17
Efficiency (%)	=	100
Gutter Spread (ft)	=	11.10
Gutter Vel (ft/s)	=	1.30
Bypass Spread (ft)	=	-0-
Bypass Depth (in)	=	-0-



Inlet Report

H2 10YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 14.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

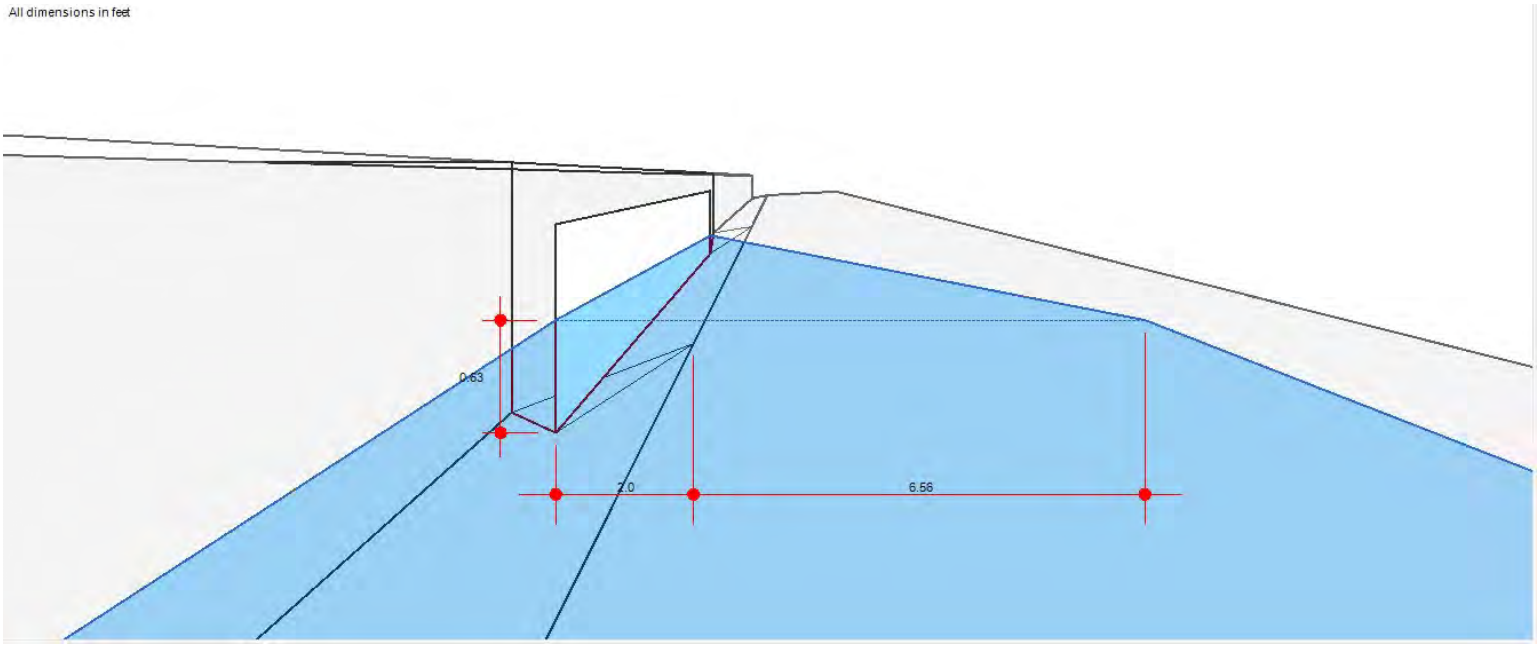
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 0.60
Gutter n-value	= 0.016

Calculations

Compute by:	Known Q
Q (cfs)	= 1.74

Highlighted

Q Total (cfs)	= 1.74
Q Capt (cfs)	= 1.74
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 7.57
Efficiency (%)	= 100
Gutter Spread (ft)	= 8.56
Gutter Vel (ft/s)	= 2.03
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Thursday, May 16 2024

R1 25YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

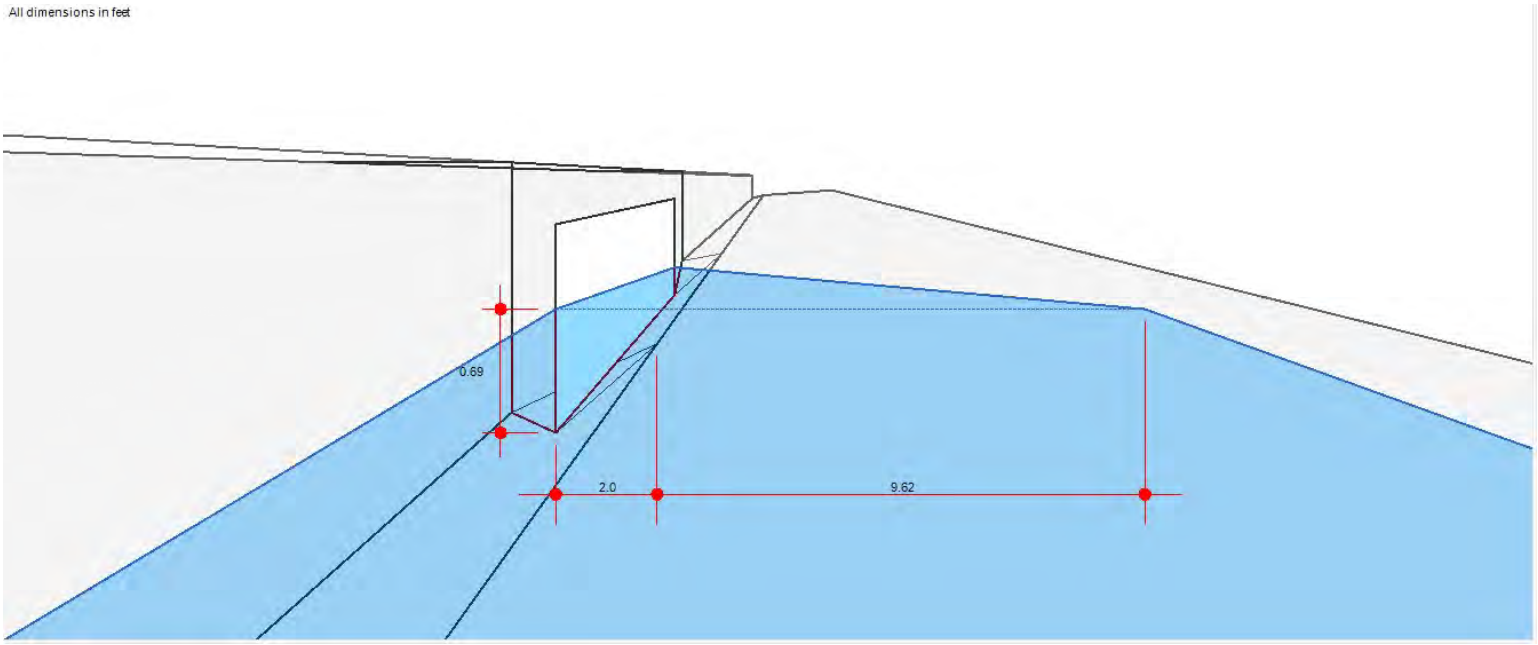
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 0.10
Gutter n-value	= 0.013

Calculations

Compute by:	Known Q
Q (cfs)	= 1.70

Highlighted

Q Total (cfs)	= 1.70
Q Capt (cfs)	= 1.70
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 8.30
Efficiency (%)	= 100
Gutter Spread (ft)	= 11.62
Gutter Vel (ft/s)	= 1.15
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Thursday, May 16 2024

V1 25YR

Curb Inlet

Location	=	On grade
Curb Length (ft)	=	7.00
Throat Height (in)	=	6.00
Grate Area (sqft)	=	-0-
Grate Width (ft)	=	-0-
Grate Length (ft)	=	-0-

Gutter

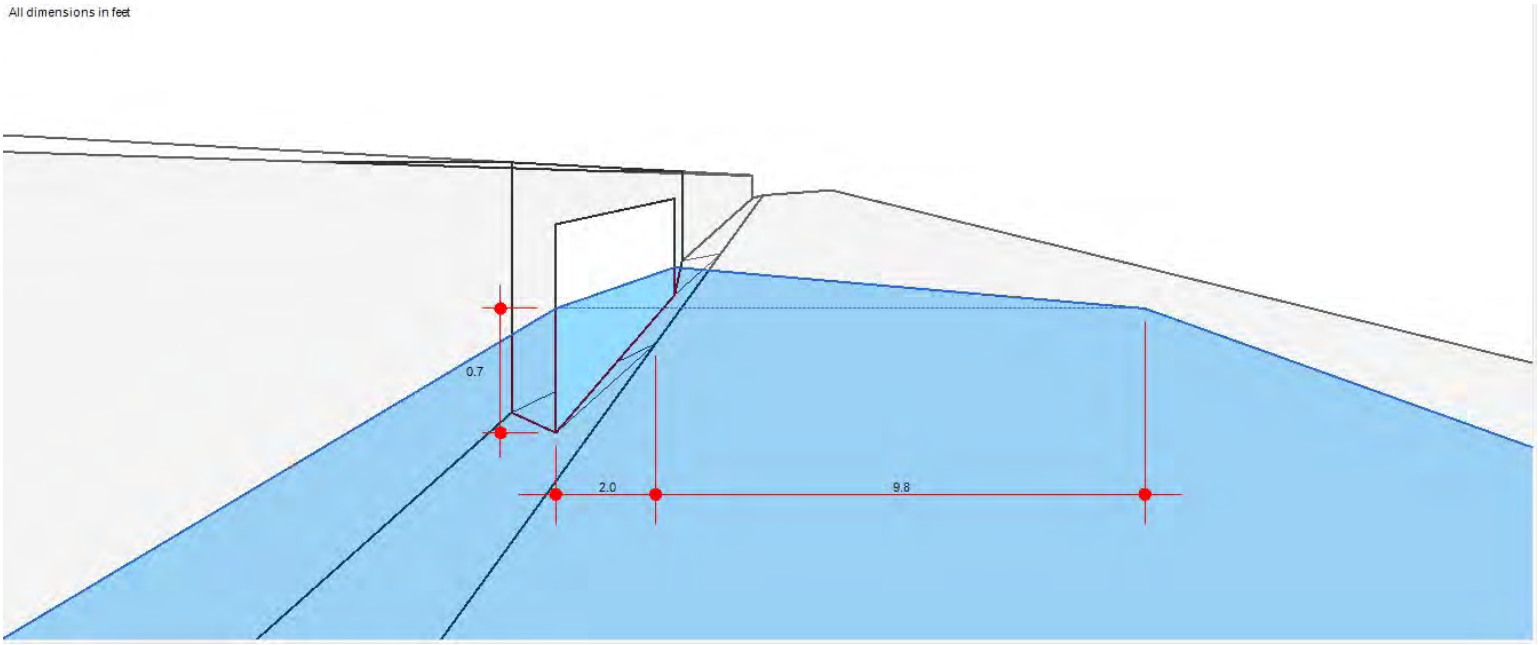
Slope, Sw (ft/ft)	=	0.083
Slope, Sx (ft/ft)	=	0.020
Local Depr (in)	=	4.00
Gutter Width (ft)	=	2.00
Gutter Slope (%)	=	0.10
Gutter n-value	=	0.013

Calculations

Compute by:		Known Q
Q (cfs)	=	1.76

Highlighted

Q Total (cfs)	=	1.76
Q Capt (cfs)	=	1.76
Q Bypass (cfs)	=	-0-
Depth at Inlet (in)	=	8.34
Efficiency (%)	=	100
Gutter Spread (ft)	=	11.80
Gutter Vel (ft/s)	=	1.16
Bypass Spread (ft)	=	-0-
Bypass Depth (in)	=	-0-



Inlet Report

V2 25YR

Curb Inlet

Location	=	On grade
Curb Length (ft)	=	7.00
Throat Height (in)	=	6.00
Grate Area (sqft)	=	-0-
Grate Width (ft)	=	-0-
Grate Length (ft)	=	-0-

Gutter

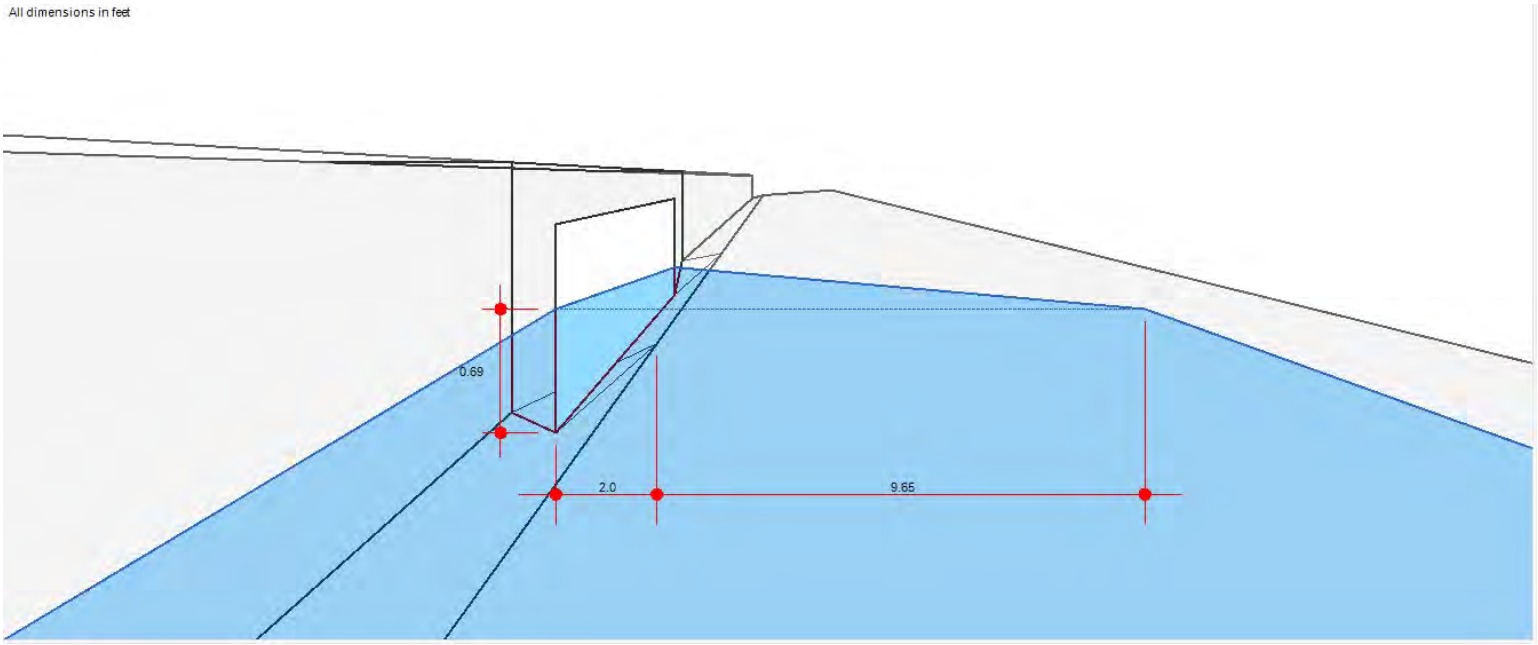
Slope, Sw (ft/ft)	=	0.083
Slope, Sx (ft/ft)	=	0.020
Local Depr (in)	=	4.00
Gutter Width (ft)	=	2.00
Gutter Slope (%)	=	0.10
Gutter n-value	=	0.013

Calculations

Compute by:		Known Q
Q (cfs)	=	1.71

Highlighted

Q Total (cfs)	=	1.71
Q Capt (cfs)	=	1.71
Q Bypass (cfs)	=	-0-
Depth at Inlet (in)	=	8.31
Efficiency (%)	=	100
Gutter Spread (ft)	=	11.65
Gutter Vel (ft/s)	=	1.15
Bypass Spread (ft)	=	-0-
Bypass Depth (in)	=	-0-



Inlet Report

V3 25YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 14.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

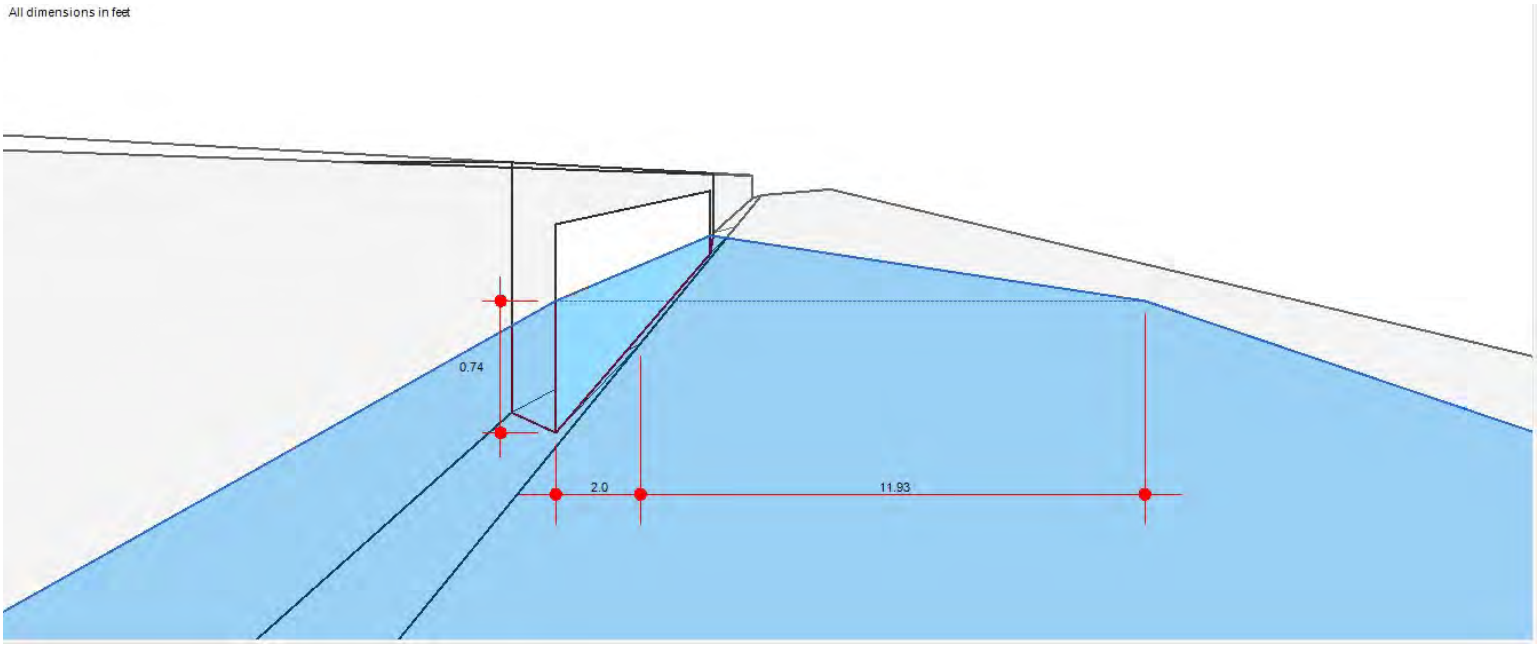
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 0.10
Gutter n-value	= 0.013

Calculations

Compute by:	Known Q
Q (cfs)	= 2.60

Highlighted

Q Total (cfs)	= 2.60
Q Capt (cfs)	= 2.60
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 8.86
Efficiency (%)	= 100
Gutter Spread (ft)	= 13.93
Gutter Vel (ft/s)	= 1.26
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Thursday, May 16 2024

V4 25YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 14.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

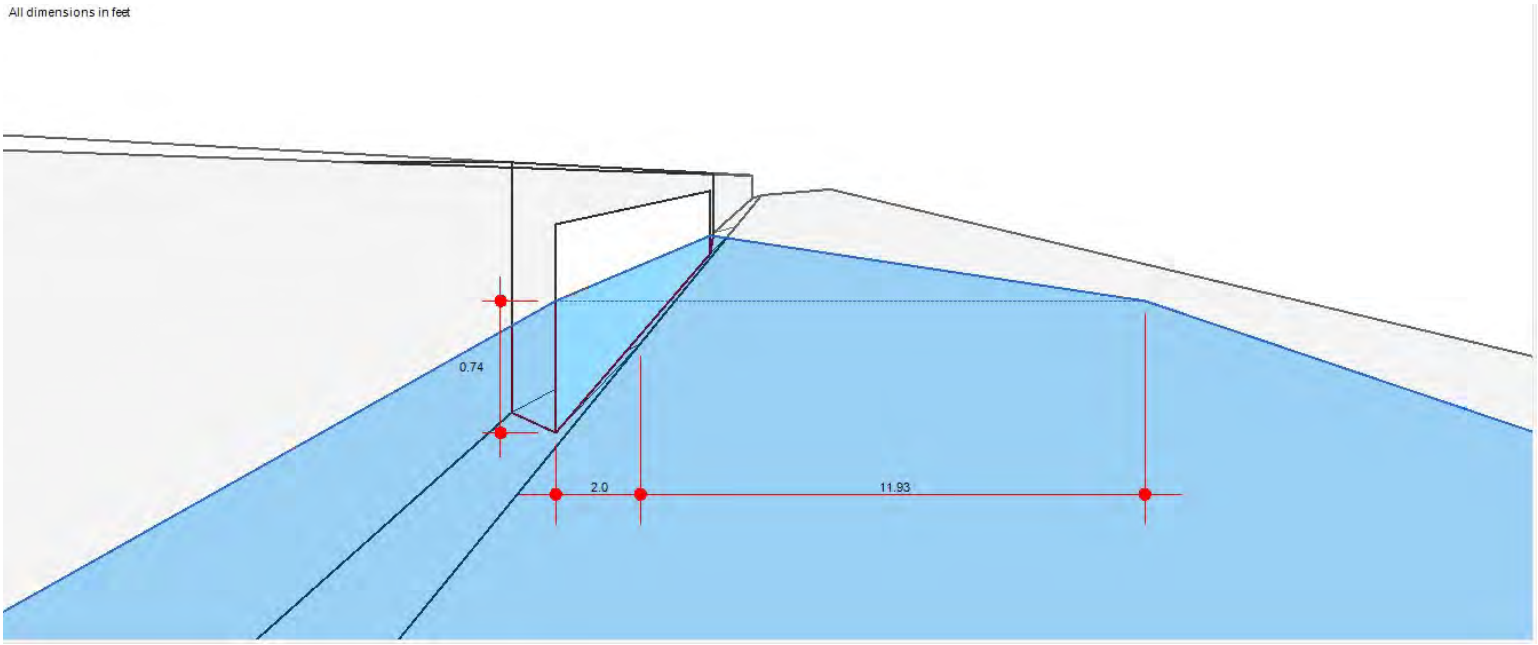
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 0.10
Gutter n-value	= 0.013

Calculations

Compute by:	Known Q
Q (cfs)	= 2.60

Highlighted

Q Total (cfs)	= 2.60
Q Capt (cfs)	= 2.60
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 8.86
Efficiency (%)	= 100
Gutter Spread (ft)	= 13.93
Gutter Vel (ft/s)	= 1.26
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

V5 25YR

Curb Inlet

Location	=	On grade
Curb Length (ft)	=	7.00
Throat Height (in)	=	6.00
Grate Area (sqft)	=	-0-
Grate Width (ft)	=	-0-
Grate Length (ft)	=	-0-

Gutter

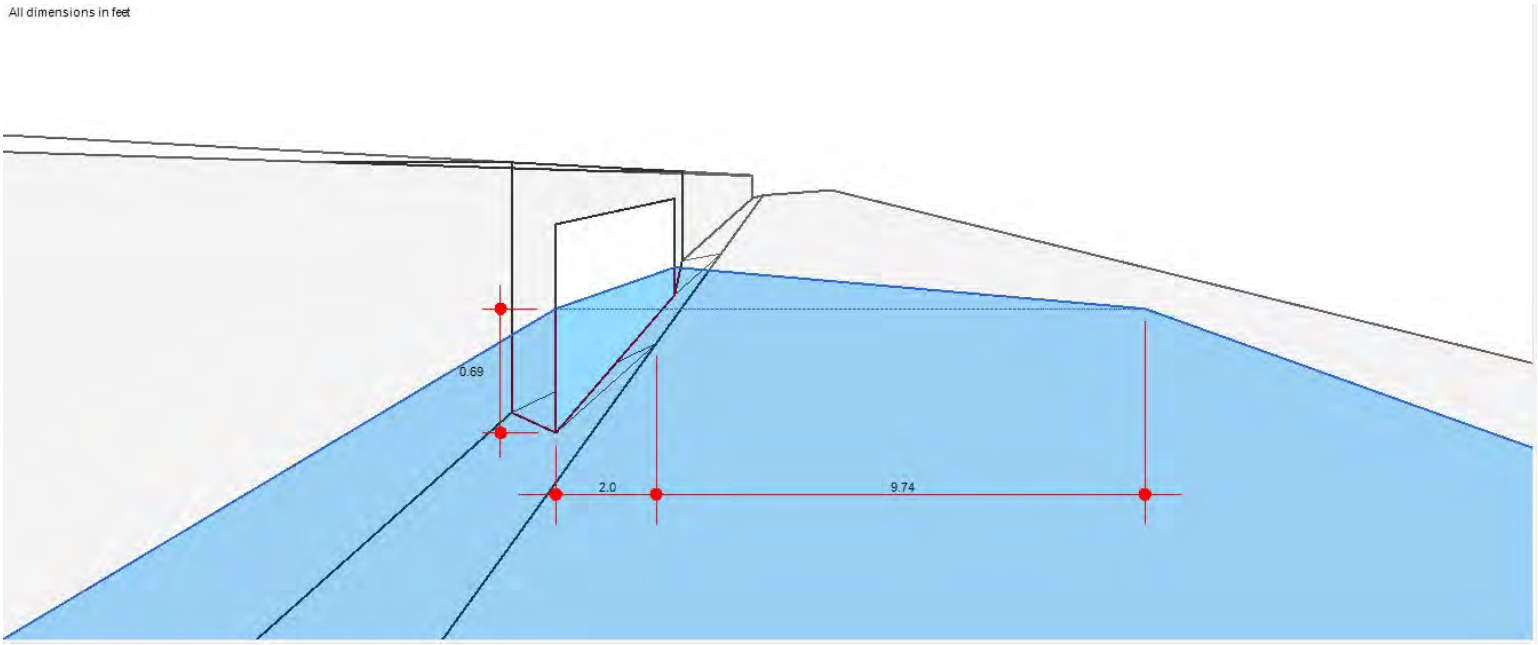
Slope, Sw (ft/ft)	=	0.083
Slope, Sx (ft/ft)	=	0.020
Local Depr (in)	=	4.00
Gutter Width (ft)	=	2.00
Gutter Slope (%)	=	0.10
Gutter n-value	=	0.013

Calculations

Compute by:		Known Q
Q (cfs)	=	1.74

Highlighted

Q Total (cfs)	=	1.74
Q Capt (cfs)	=	1.74
Q Bypass (cfs)	=	-0-
Depth at Inlet (in)	=	8.33
Efficiency (%)	=	100
Gutter Spread (ft)	=	11.74
Gutter Vel (ft/s)	=	1.16
Bypass Spread (ft)	=	-0-
Bypass Depth (in)	=	-0-



Inlet Report

V6 25YR

Curb Inlet

Location	=	On grade
Curb Length (ft)	=	7.00
Throat Height (in)	=	6.00
Grate Area (sqft)	=	-0-
Grate Width (ft)	=	-0-
Grate Length (ft)	=	-0-

Gutter

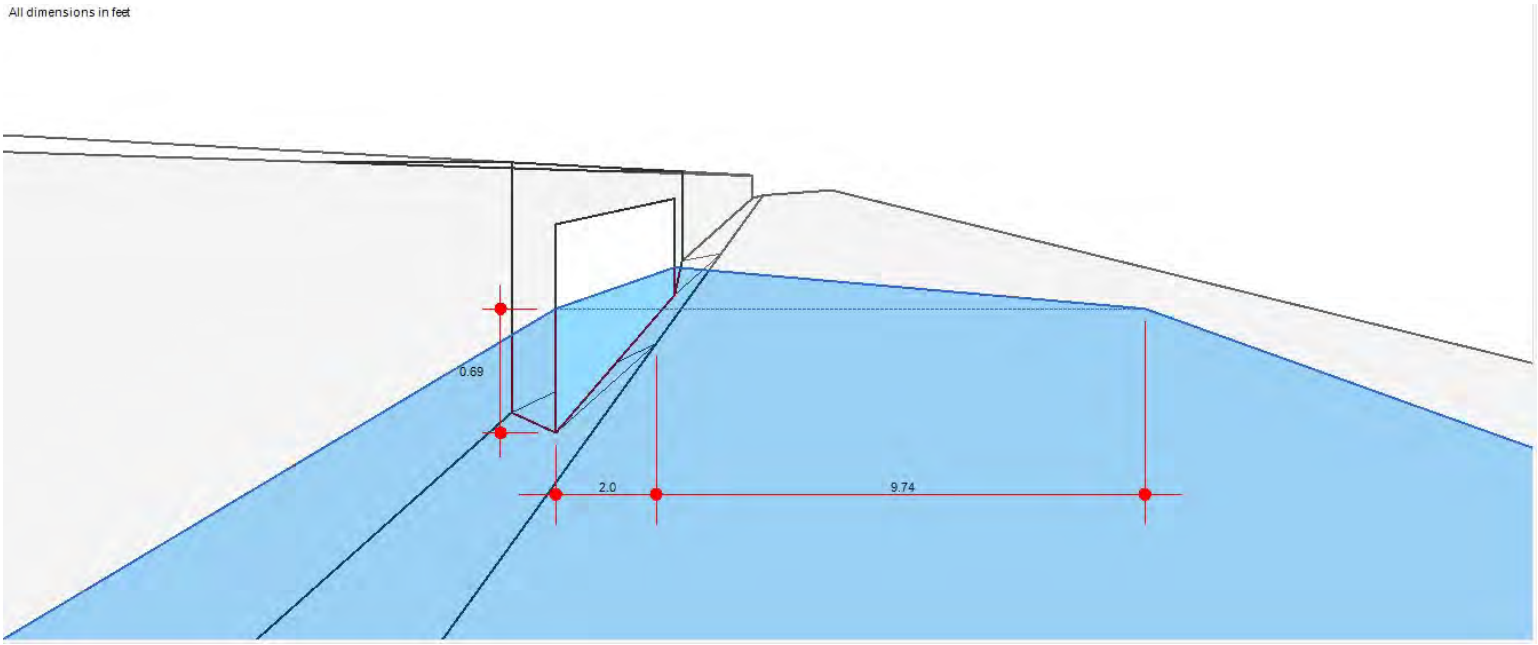
Slope, Sw (ft/ft)	=	0.083
Slope, Sx (ft/ft)	=	0.020
Local Depr (in)	=	4.00
Gutter Width (ft)	=	2.00
Gutter Slope (%)	=	0.10
Gutter n-value	=	0.013

Calculations

Compute by:		Known Q
Q (cfs)	=	1.74

Highlighted

Q Total (cfs)	=	1.74
Q Capt (cfs)	=	1.74
Q Bypass (cfs)	=	-0-
Depth at Inlet (in)	=	8.33
Efficiency (%)	=	100
Gutter Spread (ft)	=	11.74
Gutter Vel (ft/s)	=	1.16
Bypass Spread (ft)	=	-0-
Bypass Depth (in)	=	-0-



Inlet Report

V7 25YR

Curb Inlet

Location	=	On grade
Curb Length (ft)	=	7.00
Throat Height (in)	=	6.00
Grate Area (sqft)	=	-0-
Grate Width (ft)	=	-0-
Grate Length (ft)	=	-0-

Gutter

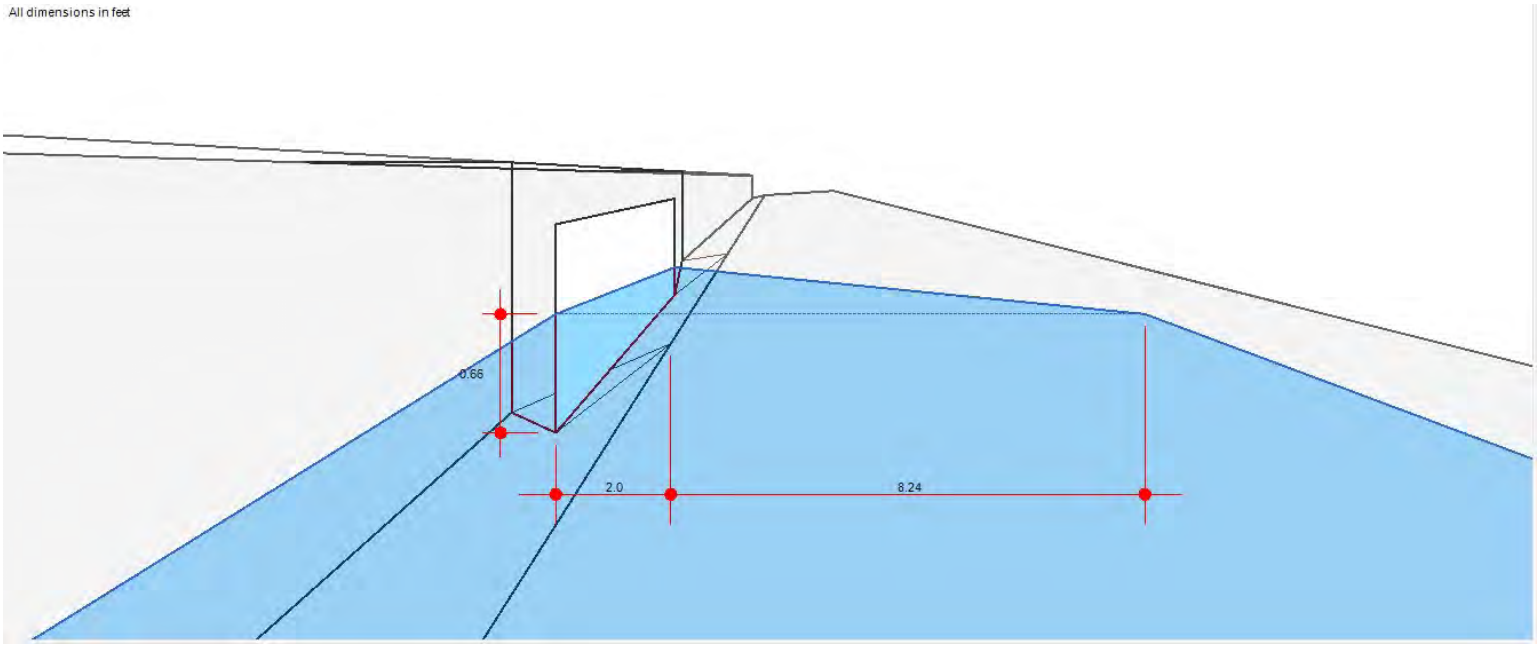
Slope, Sw (ft/ft)	=	0.083
Slope, Sx (ft/ft)	=	0.020
Local Depr (in)	=	4.00
Gutter Width (ft)	=	2.00
Gutter Slope (%)	=	0.10
Gutter n-value	=	0.013

Calculations

Compute by:		Known Q
Q (cfs)	=	1.28

Highlighted

Q Total (cfs)	=	1.28
Q Capt (cfs)	=	1.28
Q Bypass (cfs)	=	-0-
Depth at Inlet (in)	=	7.97
Efficiency (%)	=	100
Gutter Spread (ft)	=	10.24
Gutter Vel (ft/s)	=	1.09
Bypass Spread (ft)	=	-0-
Bypass Depth (in)	=	-0-



Inlet Report

V8 25YR

Curb Inlet

Location	=	On grade
Curb Length (ft)	=	7.00
Throat Height (in)	=	6.00
Grate Area (sqft)	=	-0-
Grate Width (ft)	=	-0-
Grate Length (ft)	=	-0-

Gutter

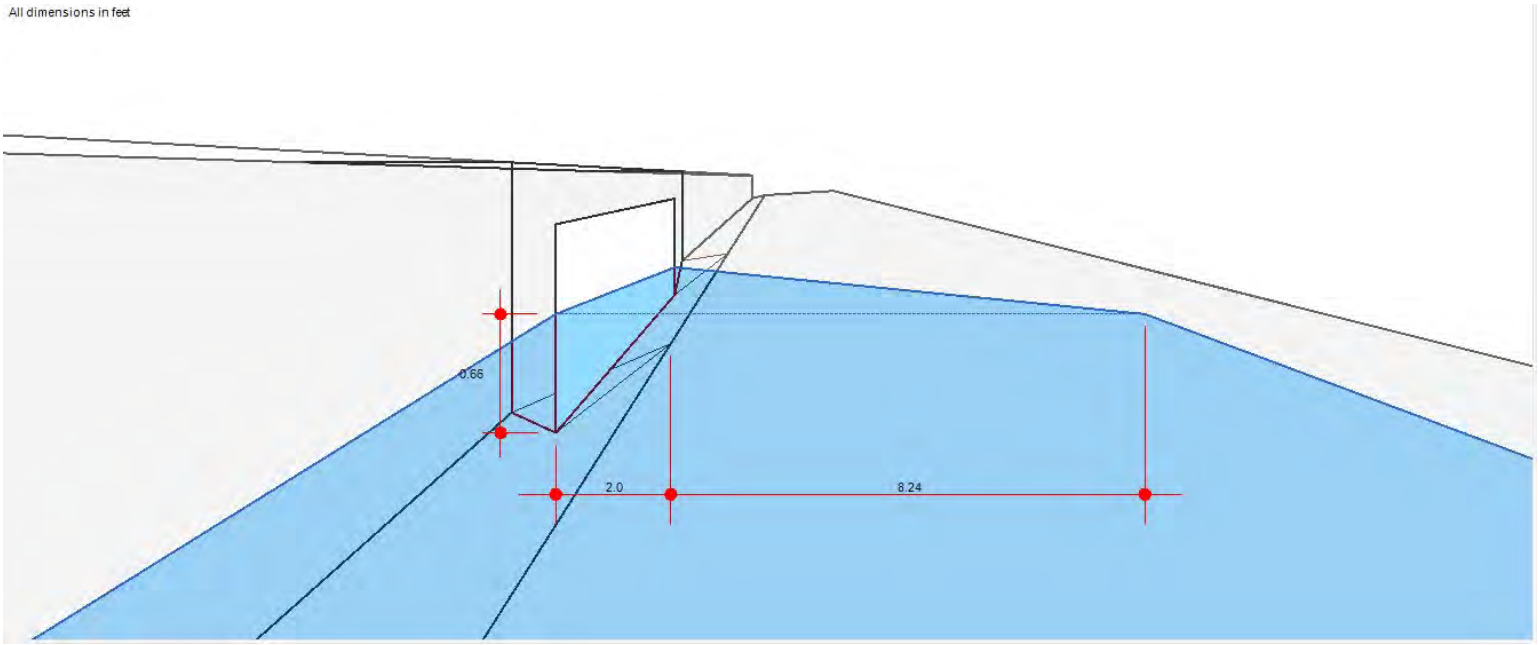
Slope, Sw (ft/ft)	=	0.083
Slope, Sx (ft/ft)	=	0.020
Local Depr (in)	=	4.00
Gutter Width (ft)	=	2.00
Gutter Slope (%)	=	0.10
Gutter n-value	=	0.013

Calculations

Compute by:		Known Q
Q (cfs)	=	1.28

Highlighted

Q Total (cfs)	=	1.28
Q Capt (cfs)	=	1.28
Q Bypass (cfs)	=	-0-
Depth at Inlet (in)	=	7.97
Efficiency (%)	=	100
Gutter Spread (ft)	=	10.24
Gutter Vel (ft/s)	=	1.09
Bypass Spread (ft)	=	-0-
Bypass Depth (in)	=	-0-



Inlet Report

R2 25YR

Curb Inlet

Location	= Sag
Curb Length (ft)	= 28.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

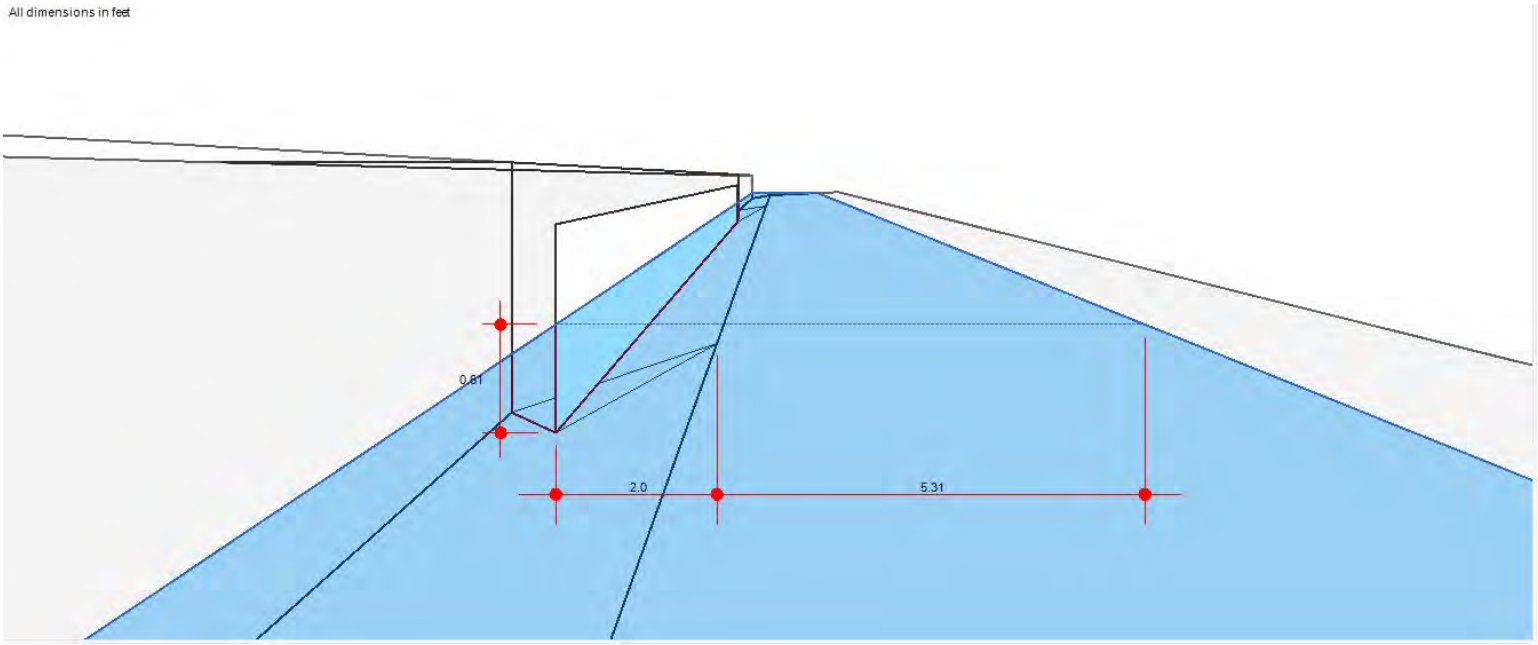
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= -0-
Gutter n-value	= -0-

Calculations

Compute by:	Known Q
Q (cfs)	= 4.07

Highlighted

Q Total (cfs)	= 4.07
Q Capt (cfs)	= 4.07
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 7.27
Efficiency (%)	= 100
Gutter Spread (ft)	= 7.31
Gutter Vel (ft/s)	= -0-
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

F3 25YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

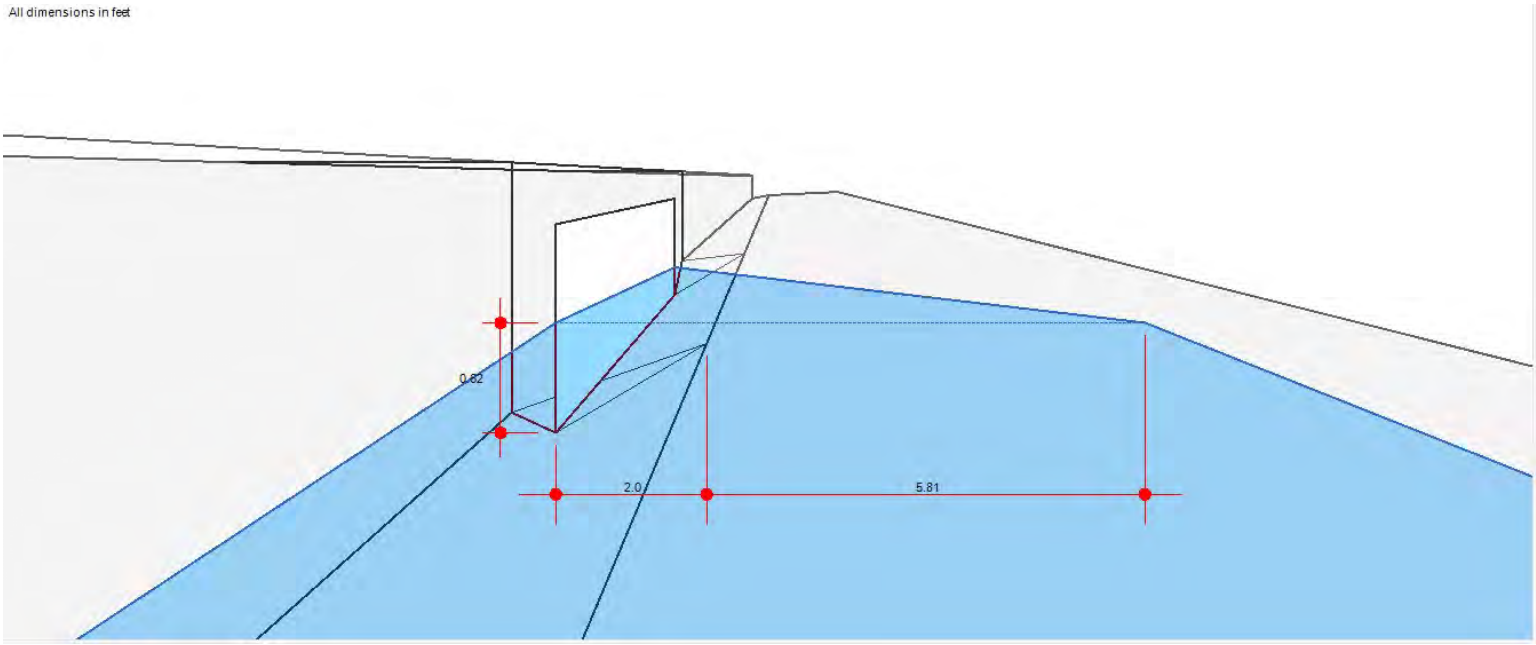
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 1.00
Gutter n-value	= 0.016

Calculations

Compute by:	Known Q
Q (cfs)	= 1.87

Highlighted

Q Total (cfs)	= 1.87
Q Capt (cfs)	= 1.87
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 7.39
Efficiency (%)	= 100
Gutter Spread (ft)	= 7.81
Gutter Vel (ft/s)	= 2.54
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

C6 25YR

Curb Inlet

Location	=	On grade
Curb Length (ft)	=	7.00
Throat Height (in)	=	6.00
Grate Area (sqft)	=	-0-
Grate Width (ft)	=	-0-
Grate Length (ft)	=	-0-

Gutter

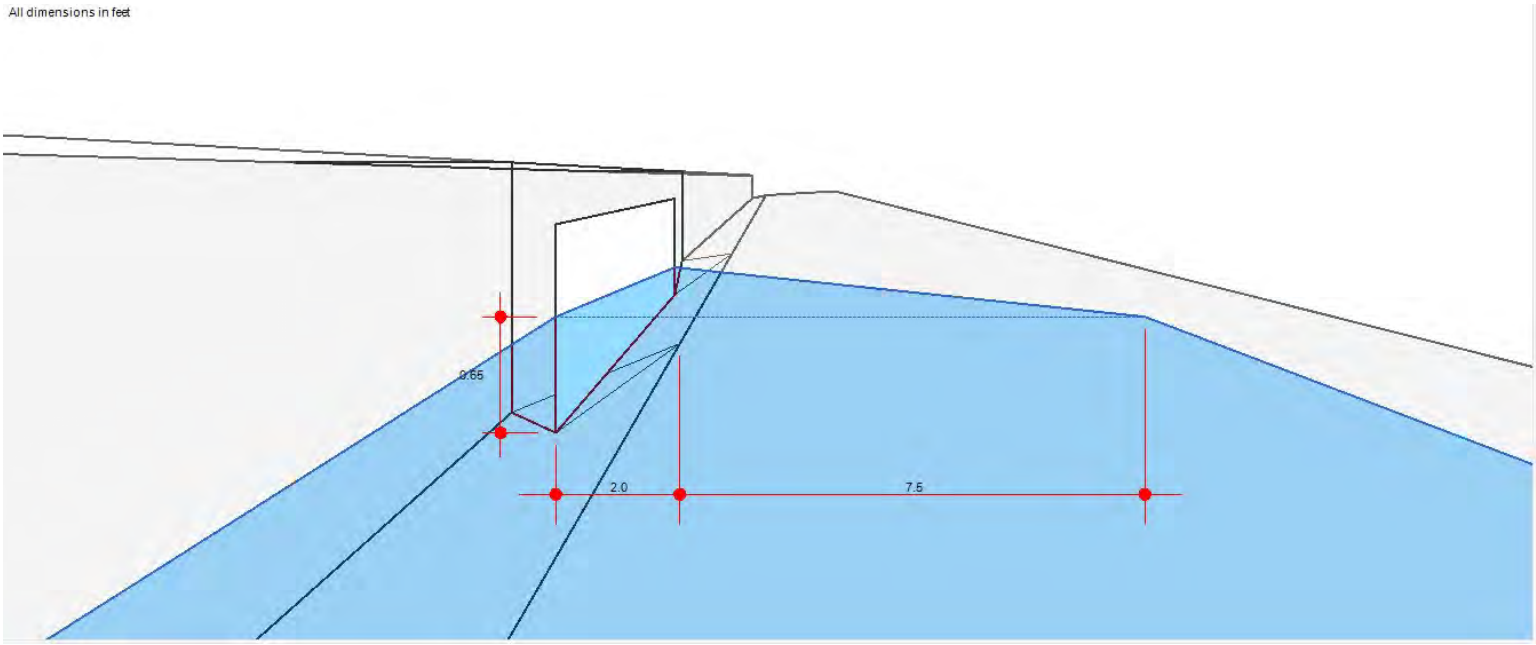
Slope, Sw (ft/ft)	=	0.083
Slope, Sx (ft/ft)	=	0.020
Local Depr (in)	=	4.00
Gutter Width (ft)	=	2.00
Gutter Slope (%)	=	0.30
Gutter n-value	=	0.016

Calculations

Compute by:		Known Q
Q (cfs)	=	1.53

Highlighted

Q Total (cfs)	=	1.53
Q Capt (cfs)	=	1.53
Q Bypass (cfs)	=	-0-
Depth at Inlet (in)	=	7.79
Efficiency (%)	=	100
Gutter Spread (ft)	=	9.50
Gutter Vel (ft/s)	=	1.49
Bypass Spread (ft)	=	-0-
Bypass Depth (in)	=	-0-



Inlet Report

C5 25YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

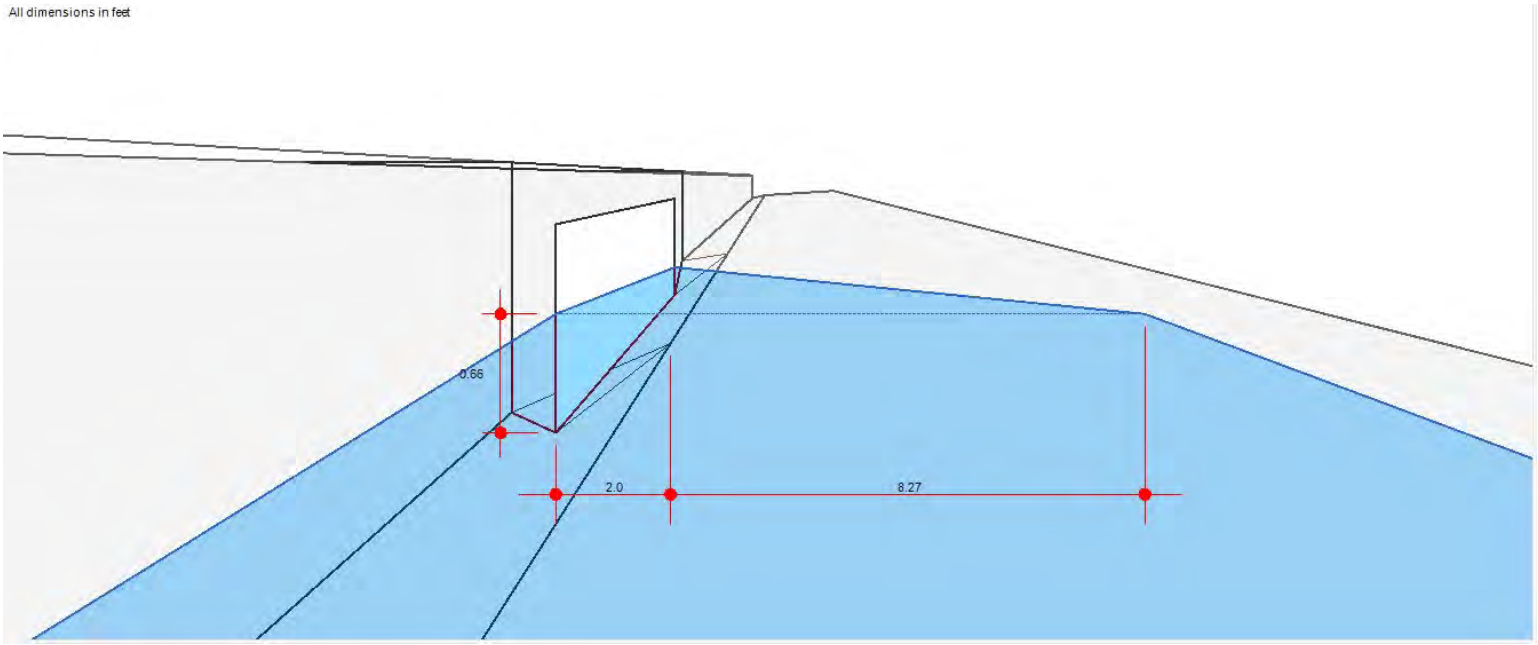
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 0.20
Gutter n-value	= 0.016

Calculations

Compute by:	Known Q
Q (cfs)	= 1.48

Highlighted

Q Total (cfs)	= 1.48
Q Capt (cfs)	= 1.48
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 7.98
Efficiency (%)	= 100
Gutter Spread (ft)	= 10.27
Gutter Vel (ft/s)	= 1.25
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

F1 25YR

Curb Inlet

Location	= Sag
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

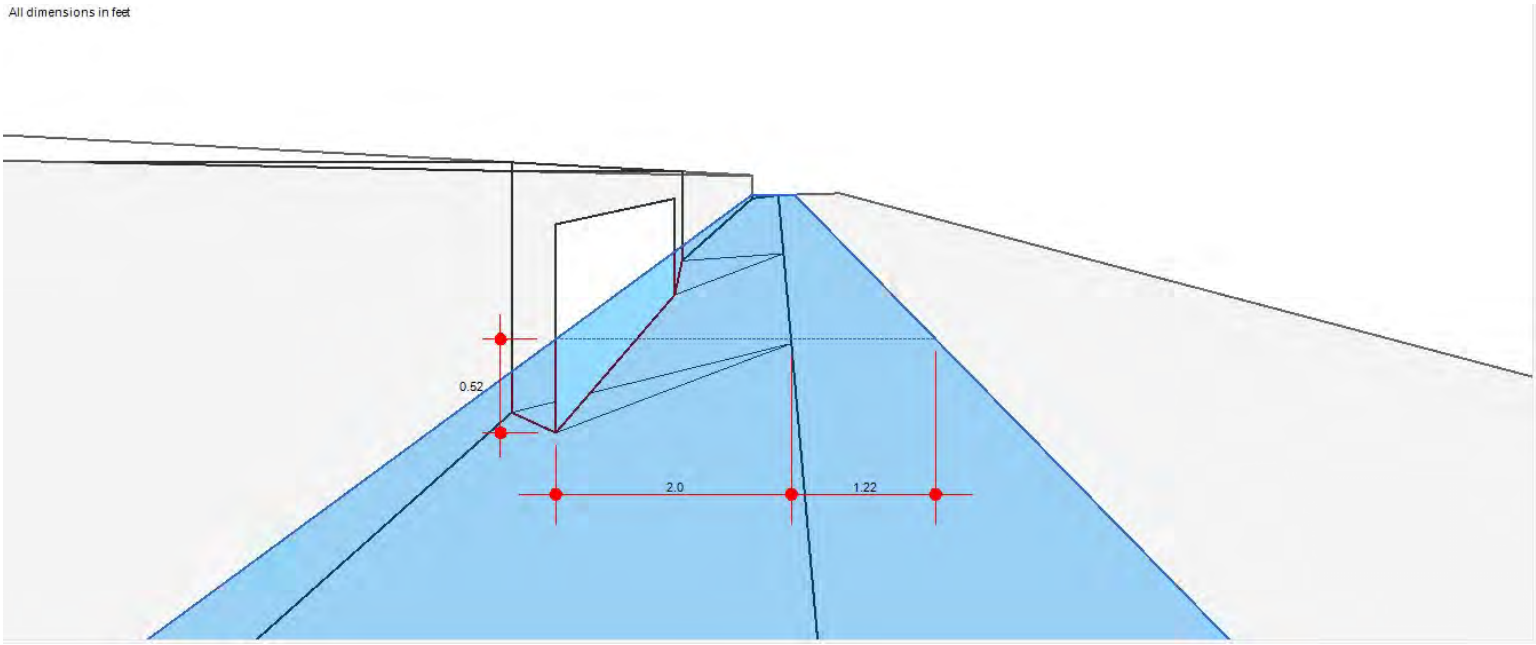
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= -0-
Gutter n-value	= -0-

Calculations

Compute by:	Known Q
Q (cfs)	= 0.40

Highlighted

Q Total (cfs)	= 0.40
Q Capt (cfs)	= 0.40
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 6.29
Efficiency (%)	= 100
Gutter Spread (ft)	= 3.22
Gutter Vel (ft/s)	= 1.25
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

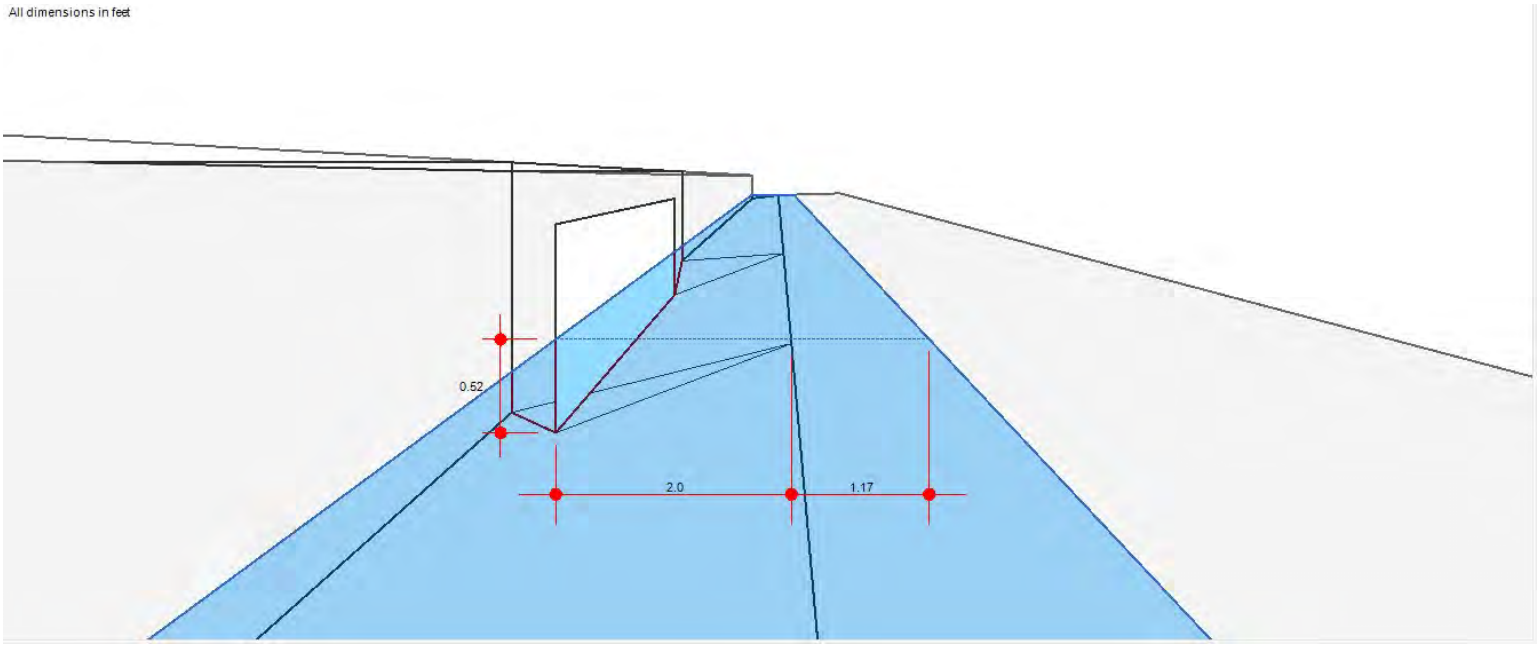
F2 25YR

Curb Inlet	
Location	= Sag
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter	
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= -0-
Gutter n-value	= -0-

Calculations	
Compute by:	Known Q
Q (cfs)	= 0.39

Highlighted	
Q Total (cfs)	= 0.39
Q Capt (cfs)	= 0.39
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 6.27
Efficiency (%)	= 100
Gutter Spread (ft)	= 3.17
Gutter Vel (ft/s)	= 1.25
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

E2 25YR

Curb Inlet

Location	=	On grade
Curb Length (ft)	=	7.00
Throat Height (in)	=	6.00
Grate Area (sqft)	=	-0-
Grate Width (ft)	=	-0-
Grate Length (ft)	=	-0-

Gutter

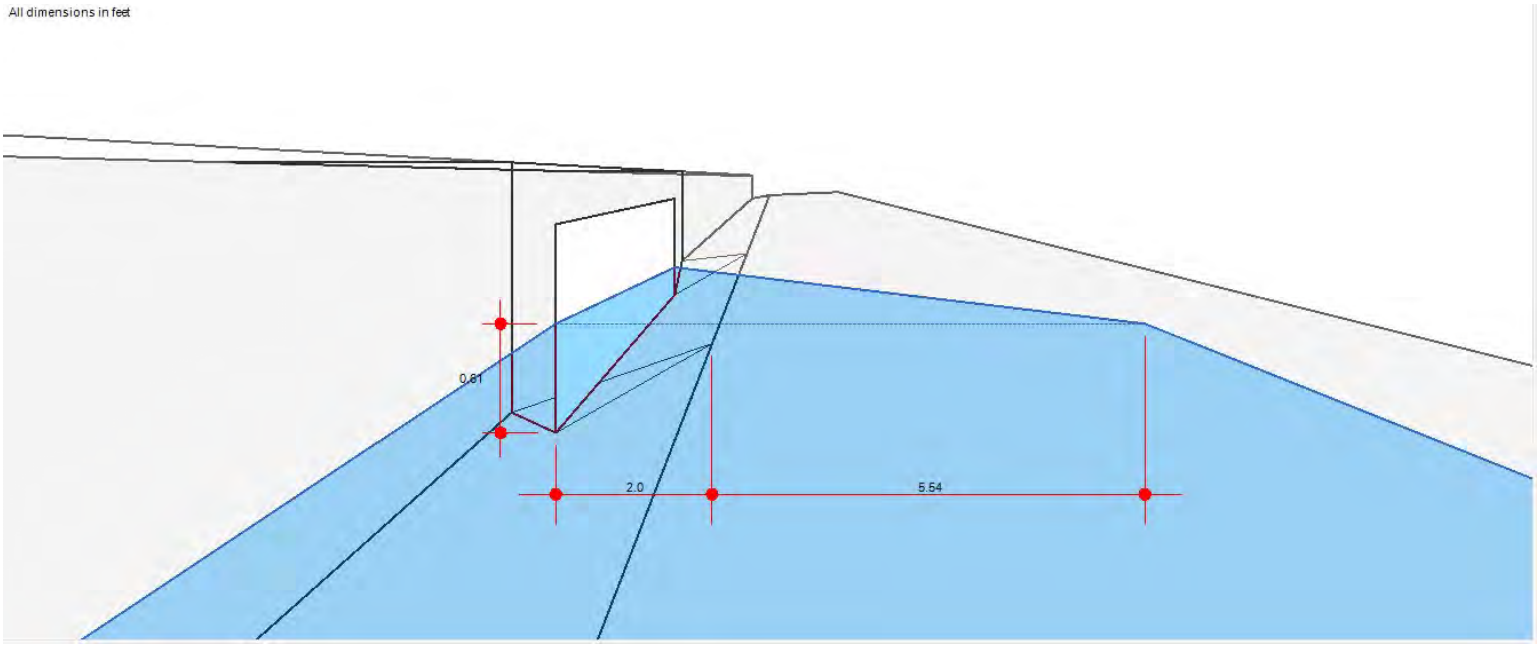
Slope, Sw (ft/ft)	=	0.083
Slope, Sx (ft/ft)	=	0.020
Local Depr (in)	=	4.00
Gutter Width (ft)	=	2.00
Gutter Slope (%)	=	0.20
Gutter n-value	=	0.016

Calculations

Compute by:		Known Q
Q (cfs)	=	0.78

Highlighted

Q Total (cfs)	=	0.78
Q Capt (cfs)	=	0.78
Q Bypass (cfs)	=	-0-
Depth at Inlet (in)	=	7.32
Efficiency (%)	=	100
Gutter Spread (ft)	=	7.54
Gutter Vel (ft/s)	=	1.12
Bypass Spread (ft)	=	-0-
Bypass Depth (in)	=	-0-



Inlet Report

E1 25YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

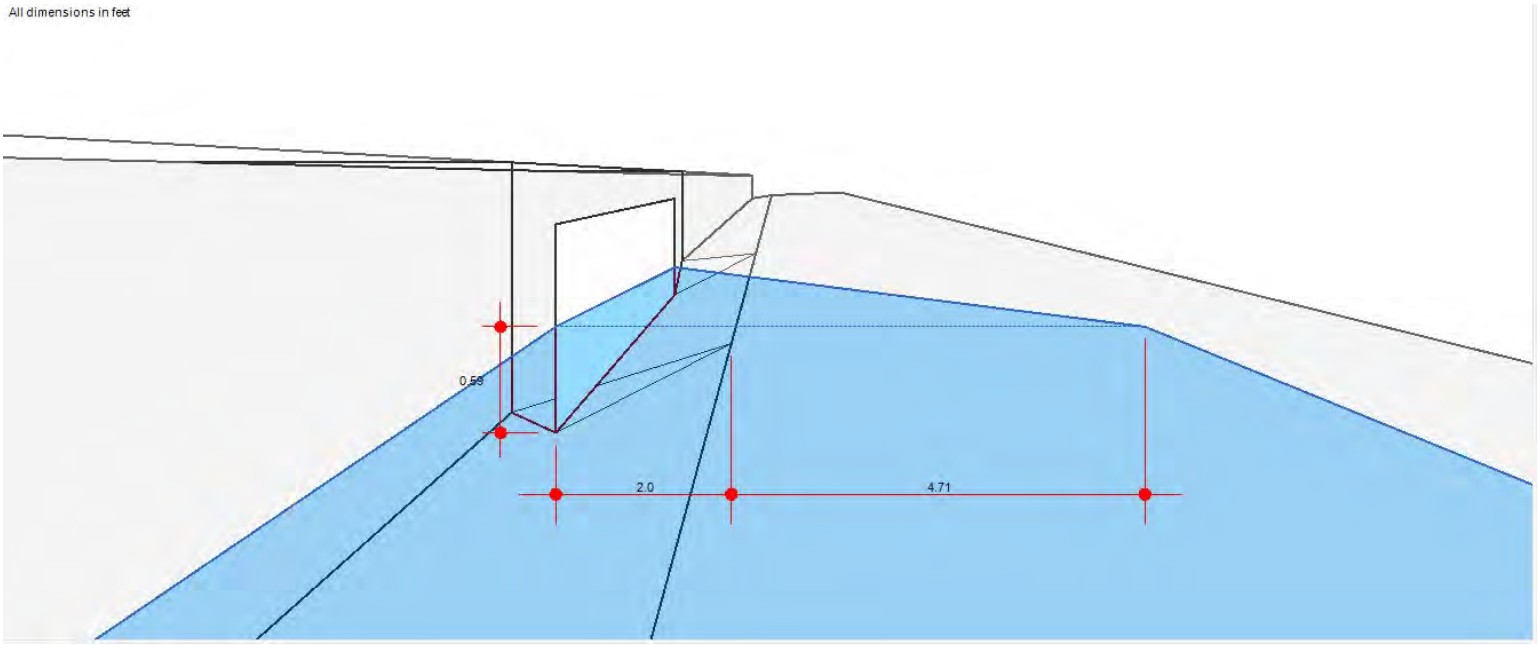
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 0.30
Gutter n-value	= 0.016

Calculations

Compute by:	Known Q
Q (cfs)	= 0.77

Highlighted

Q Total (cfs)	= 0.77
Q Capt (cfs)	= 0.77
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 7.12
Efficiency (%)	= 100
Gutter Spread (ft)	= 6.71
Gutter Vel (ft/s)	= 1.34
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

E4 25YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

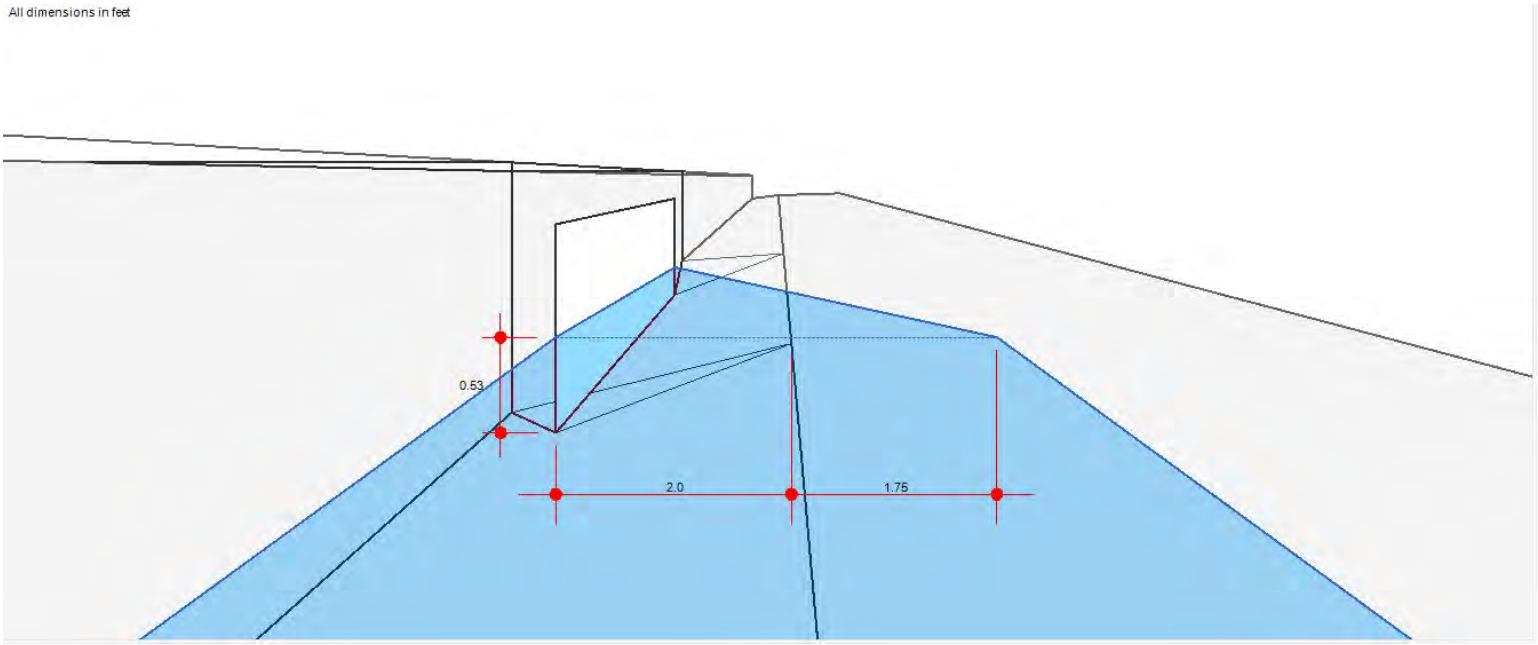
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 0.40
Gutter n-value	= 0.016

Calculations

Compute by:	Known Q
Q (cfs)	= 0.38

Highlighted

Q Total (cfs)	= 0.38
Q Capt (cfs)	= 0.38
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 6.41
Efficiency (%)	= 100
Gutter Spread (ft)	= 3.75
Gutter Vel (ft/s)	= 1.43
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

E3 25YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

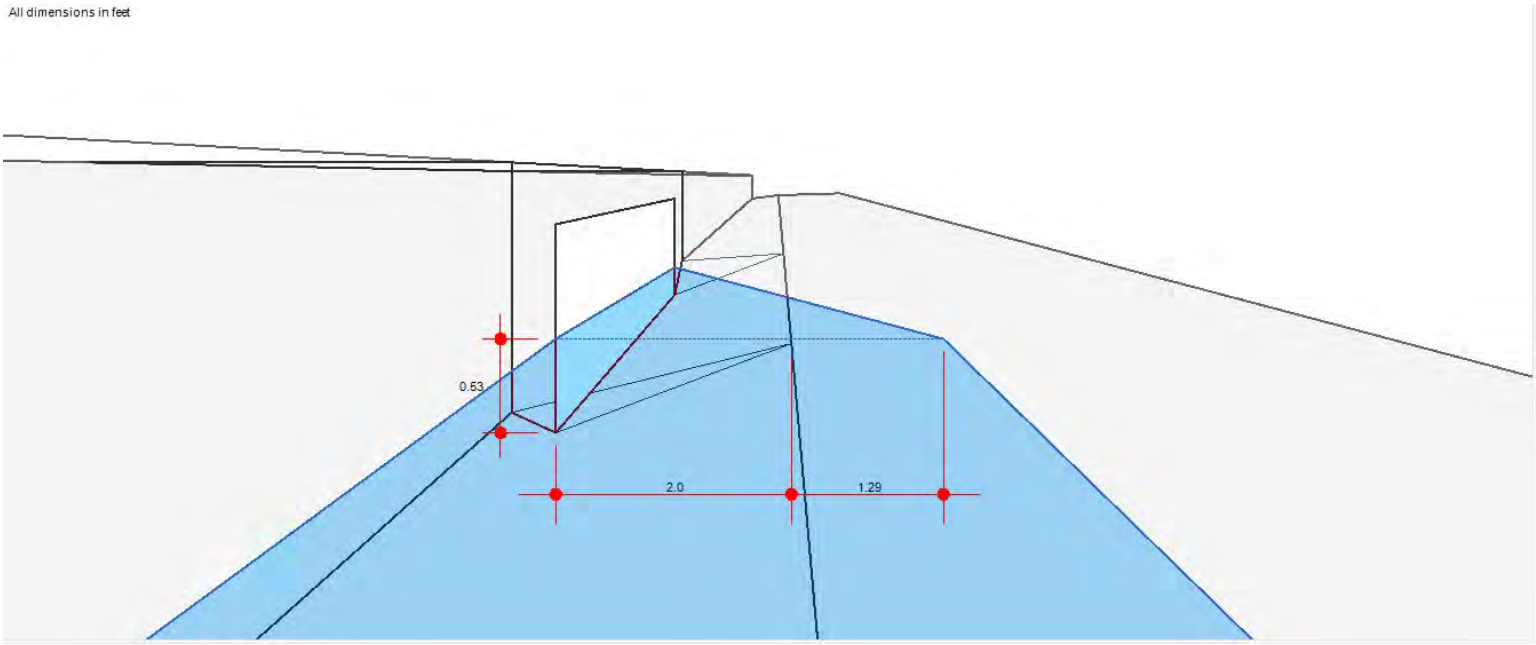
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 0.50
Gutter n-value	= 0.016

Calculations

Compute by:	Known Q
Q (cfs)	= 0.37

Highlighted

Q Total (cfs)	= 0.37
Q Capt (cfs)	= 0.37
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 6.30
Efficiency (%)	= 100
Gutter Spread (ft)	= 3.29
Gutter Vel (ft/s)	= 1.58
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Thursday, May 16 2024

C2 25YR

Curb Inlet

Location	=	On grade
Curb Length (ft)	=	7.00
Throat Height (in)	=	6.00
Grate Area (sqft)	=	-0-
Grate Width (ft)	=	-0-
Grate Length (ft)	=	-0-

Gutter

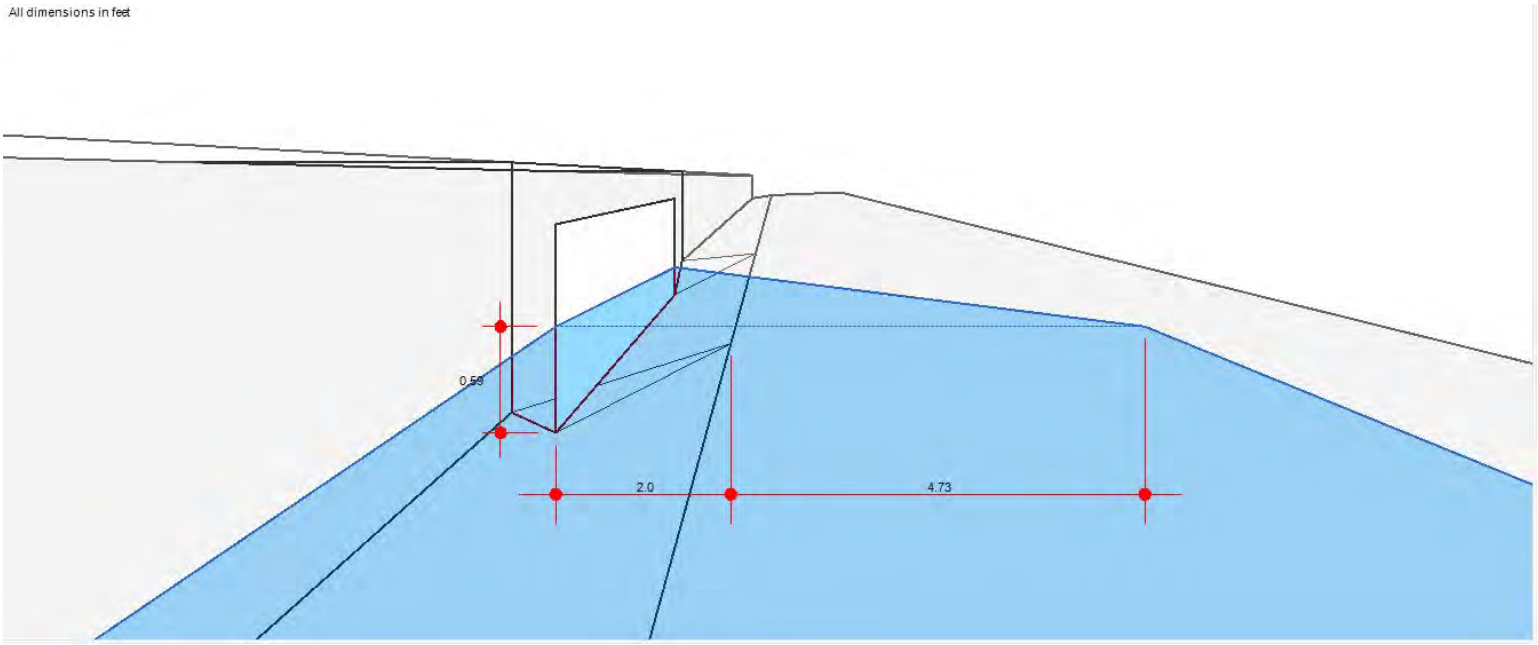
Slope, Sw (ft/ft)	=	0.083
Slope, Sx (ft/ft)	=	0.020
Local Depr (in)	=	4.00
Gutter Width (ft)	=	2.00
Gutter Slope (%)	=	0.50
Gutter n-value	=	0.016

Calculations

Compute by:		Known Q
Q (cfs)	=	1.00

Highlighted

Q Total (cfs)	=	1.00
Q Capt (cfs)	=	1.00
Q Bypass (cfs)	=	-0-
Depth at Inlet (in)	=	7.13
Efficiency (%)	=	100
Gutter Spread (ft)	=	6.73
Gutter Vel (ft/s)	=	1.73
Bypass Spread (ft)	=	-0-
Bypass Depth (in)	=	-0-



Inlet Report

C1 25YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

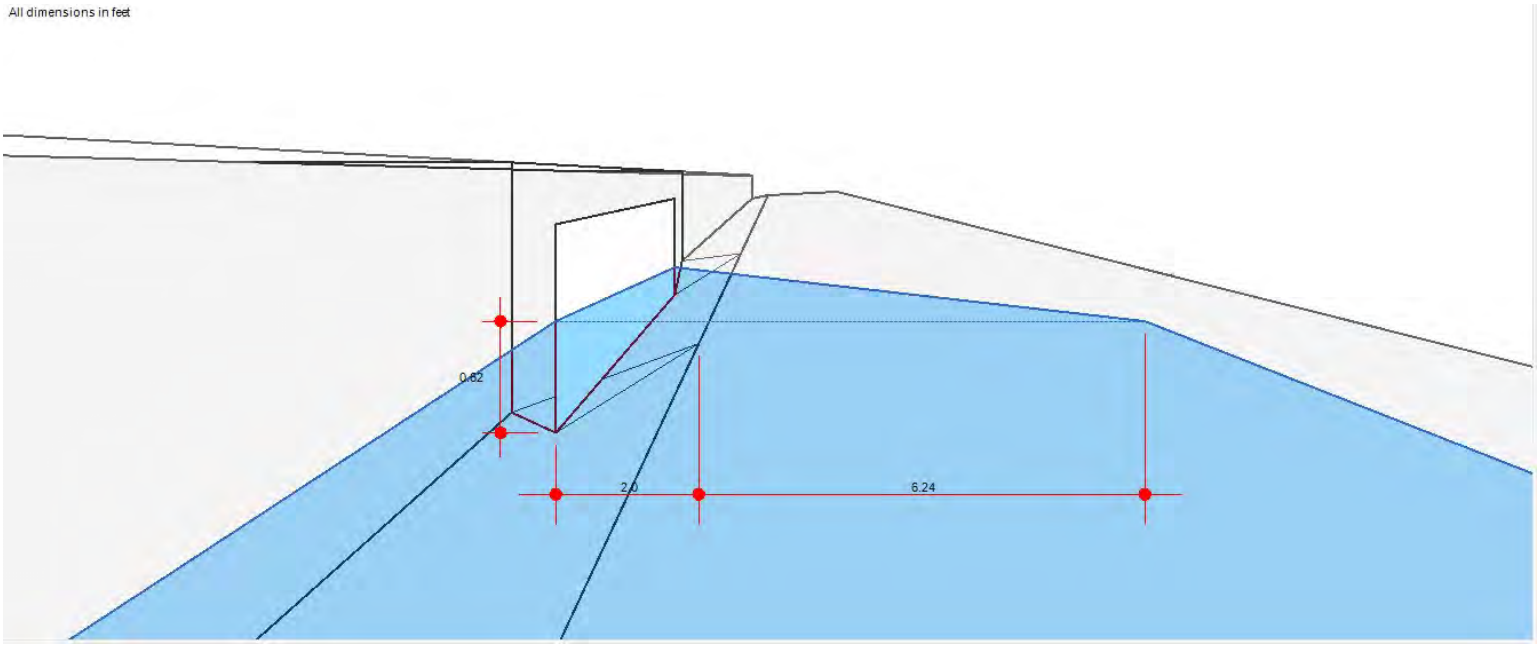
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 0.20
Gutter n-value	= 0.016

Calculations

Compute by:	Known Q
Q (cfs)	= 0.93

Highlighted

Q Total (cfs)	= 0.93
Q Capt (cfs)	= 0.93
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 7.49
Efficiency (%)	= 100
Gutter Spread (ft)	= 8.24
Gutter Vel (ft/s)	= 1.16
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Thursday, May 16 2024

C4 25YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

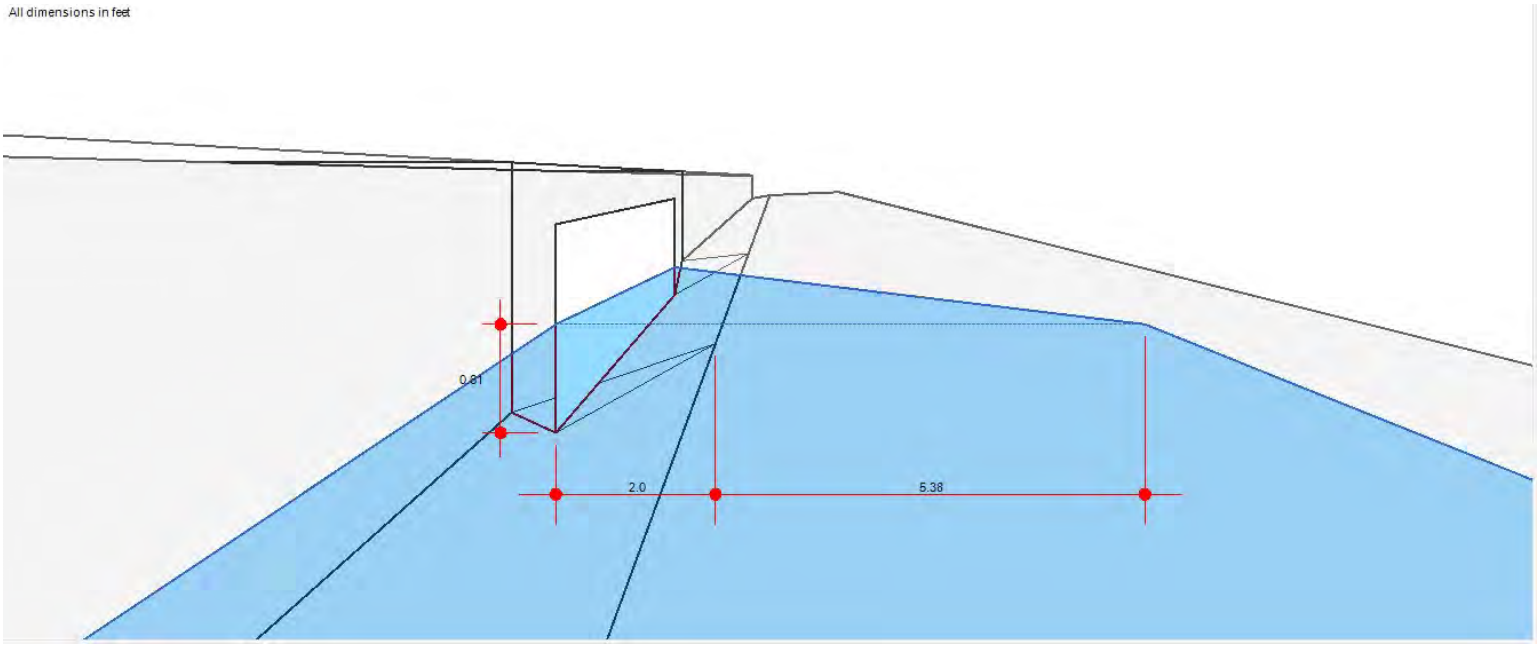
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 0.40
Gutter n-value	= 0.016

Calculations

Compute by:	Known Q
Q (cfs)	= 1.06

Highlighted

Q Total (cfs)	= 1.06
Q Capt (cfs)	= 1.06
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 7.28
Efficiency (%)	= 100
Gutter Spread (ft)	= 7.38
Gutter Vel (ft/s)	= 1.58
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

C3 25YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

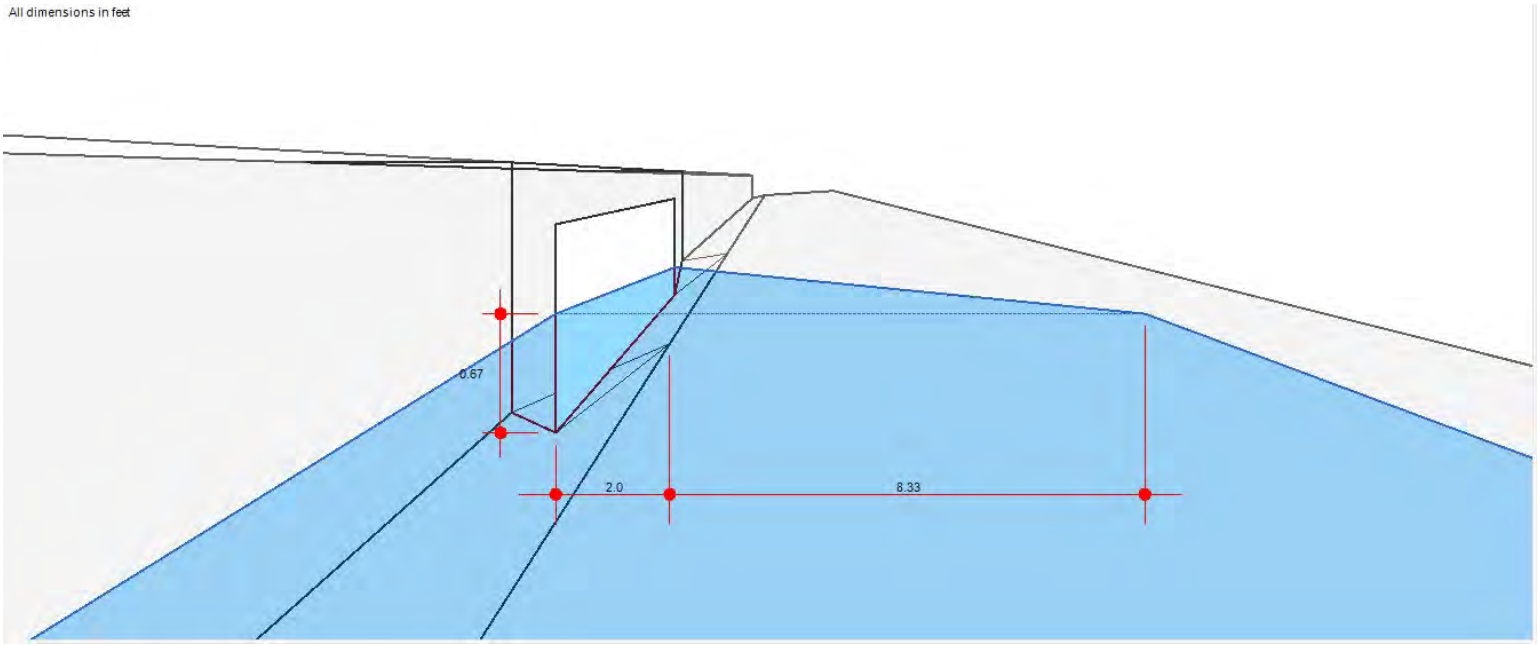
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 0.10
Gutter n-value	= 0.016

Calculations

Compute by:	Known Q
Q (cfs)	= 1.06

Highlighted

Q Total (cfs)	= 1.06
Q Capt (cfs)	= 1.06
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 7.99
Efficiency (%)	= 100
Gutter Spread (ft)	= 10.33
Gutter Vel (ft/s)	= 0.89
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

A9 25YR

Curb Inlet

Location	=	On grade
Curb Length (ft)	=	7.00
Throat Height (in)	=	6.00
Grate Area (sqft)	=	-0-
Grate Width (ft)	=	-0-
Grate Length (ft)	=	-0-

Gutter

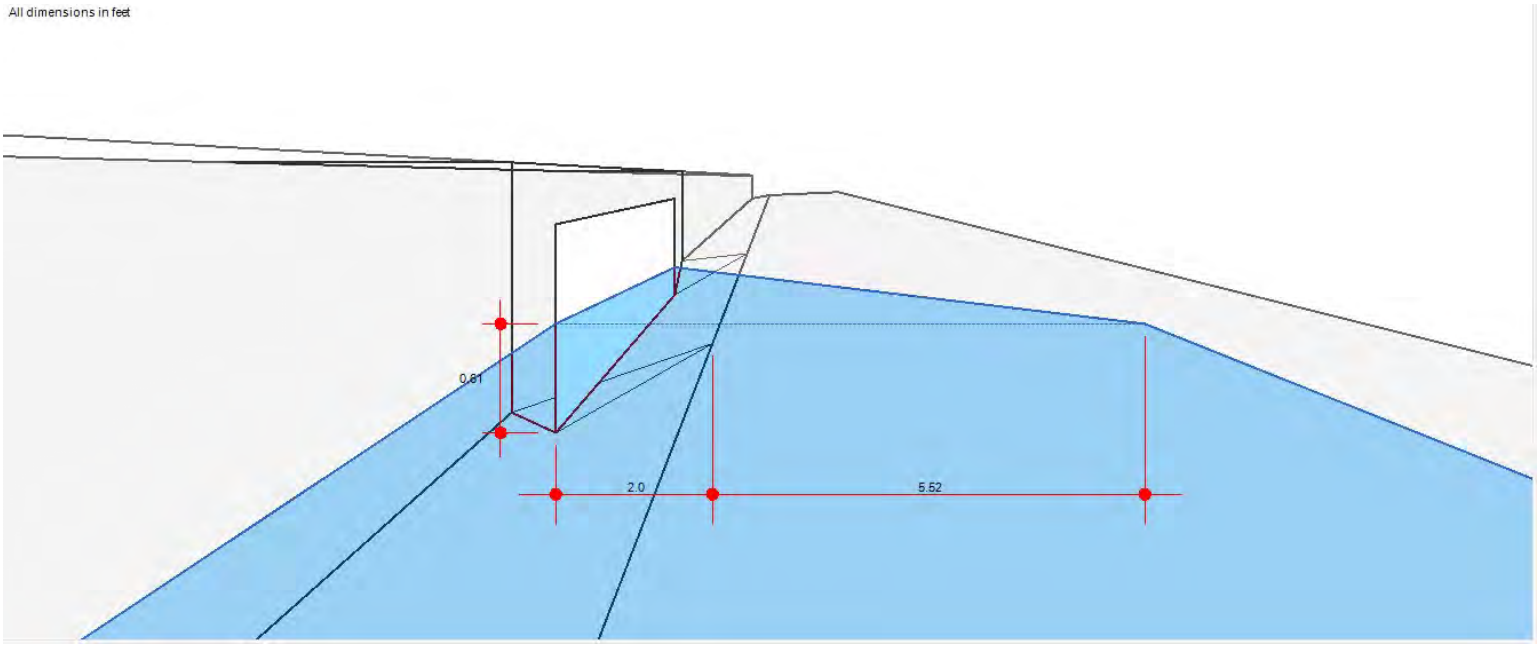
Slope, Sw (ft/ft)	=	0.083
Slope, Sx (ft/ft)	=	0.020
Local Depr (in)	=	4.00
Gutter Width (ft)	=	2.00
Gutter Slope (%)	=	0.10
Gutter n-value	=	0.016

Calculations

Compute by:		Known Q
Q (cfs)	=	0.55

Highlighted

Q Total (cfs)	=	0.55
Q Capt (cfs)	=	0.55
Q Bypass (cfs)	=	-0-
Depth at Inlet (in)	=	7.32
Efficiency (%)	=	100
Gutter Spread (ft)	=	7.52
Gutter Vel (ft/s)	=	0.80
Bypass Spread (ft)	=	-0-
Bypass Depth (in)	=	-0-



Inlet Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Thursday, May 16 2024

A10 25YR

Curb Inlet

Location	=	On grade
Curb Length (ft)	=	7.00
Throat Height (in)	=	6.00
Grate Area (sqft)	=	-0-
Grate Width (ft)	=	-0-
Grate Length (ft)	=	-0-

Gutter

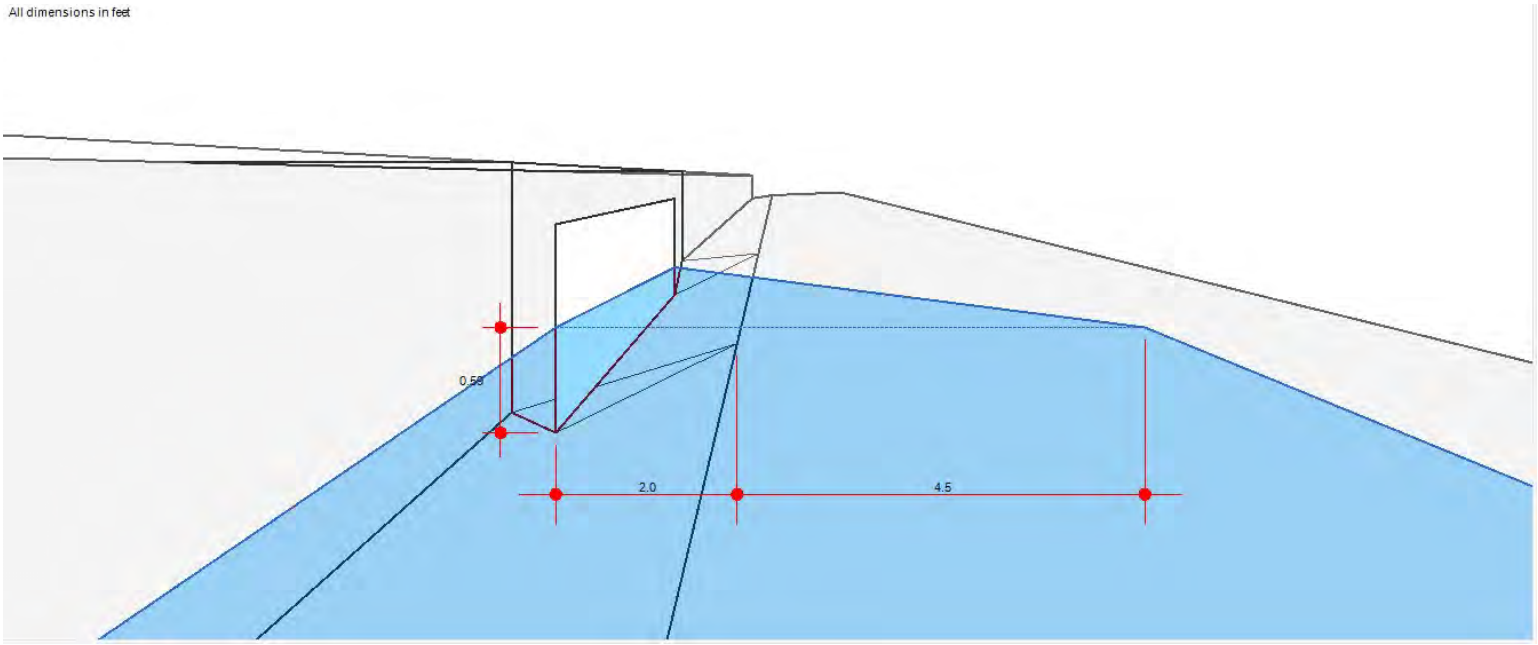
Slope, Sw (ft/ft)	=	0.083
Slope, Sx (ft/ft)	=	0.020
Local Depr (in)	=	4.00
Gutter Width (ft)	=	2.00
Gutter Slope (%)	=	0.10
Gutter n-value	=	0.016

Calculations

Compute by:		Known Q
Q (cfs)	=	0.42

Highlighted

Q Total (cfs)	=	0.42
Q Capt (cfs)	=	0.42
Q Bypass (cfs)	=	-0-
Depth at Inlet (in)	=	7.07
Efficiency (%)	=	100
Gutter Spread (ft)	=	6.50
Gutter Vel (ft/s)	=	0.77
Bypass Spread (ft)	=	-0-
Bypass Depth (in)	=	-0-



Inlet Report

A7 25YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

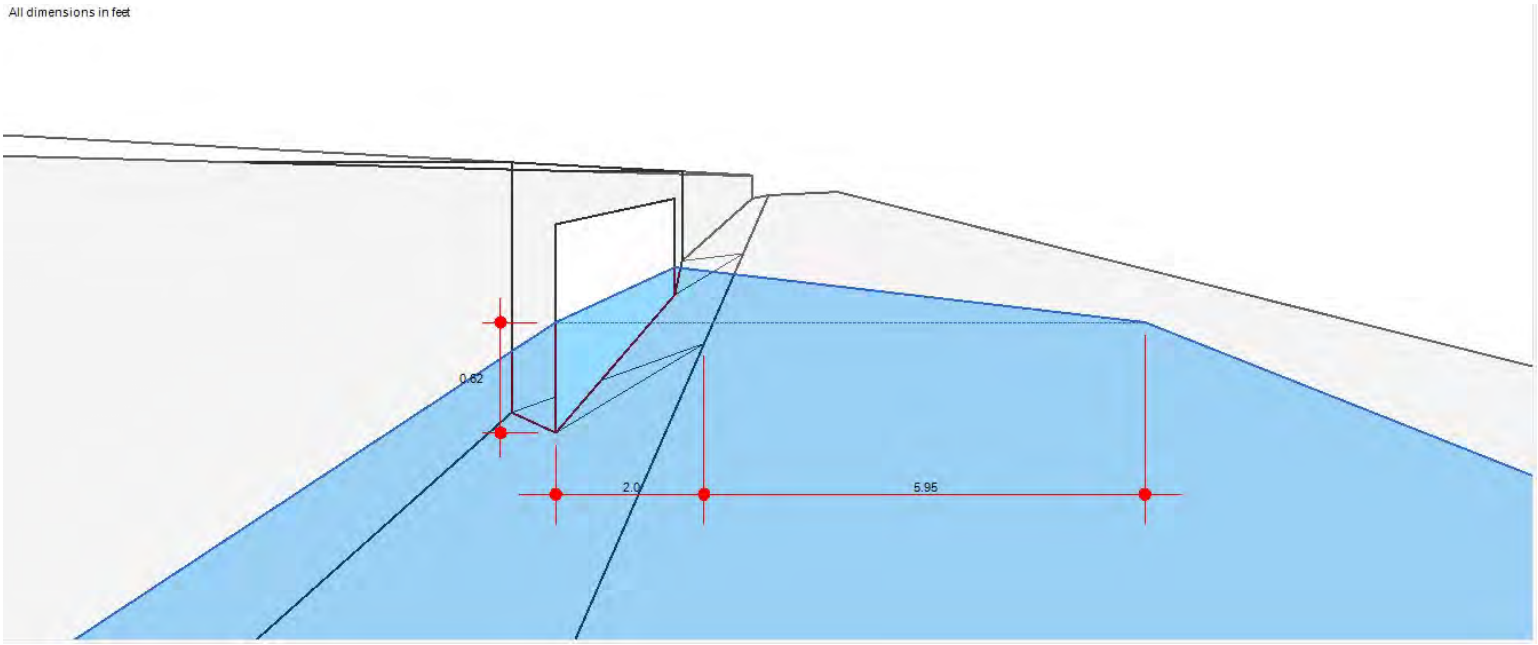
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 0.30
Gutter n-value	= 0.016

Calculations

Compute by:	Known Q
Q (cfs)	= 1.06

Highlighted

Q Total (cfs)	= 1.06
Q Capt (cfs)	= 1.06
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 7.42
Efficiency (%)	= 100
Gutter Spread (ft)	= 7.95
Gutter Vel (ft/s)	= 1.40
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Thursday, May 16 2024

A8 25YR

Curb Inlet

Location	=	On grade
Curb Length (ft)	=	7.00
Throat Height (in)	=	6.00
Grate Area (sqft)	=	-0-
Grate Width (ft)	=	-0-
Grate Length (ft)	=	-0-

Gutter

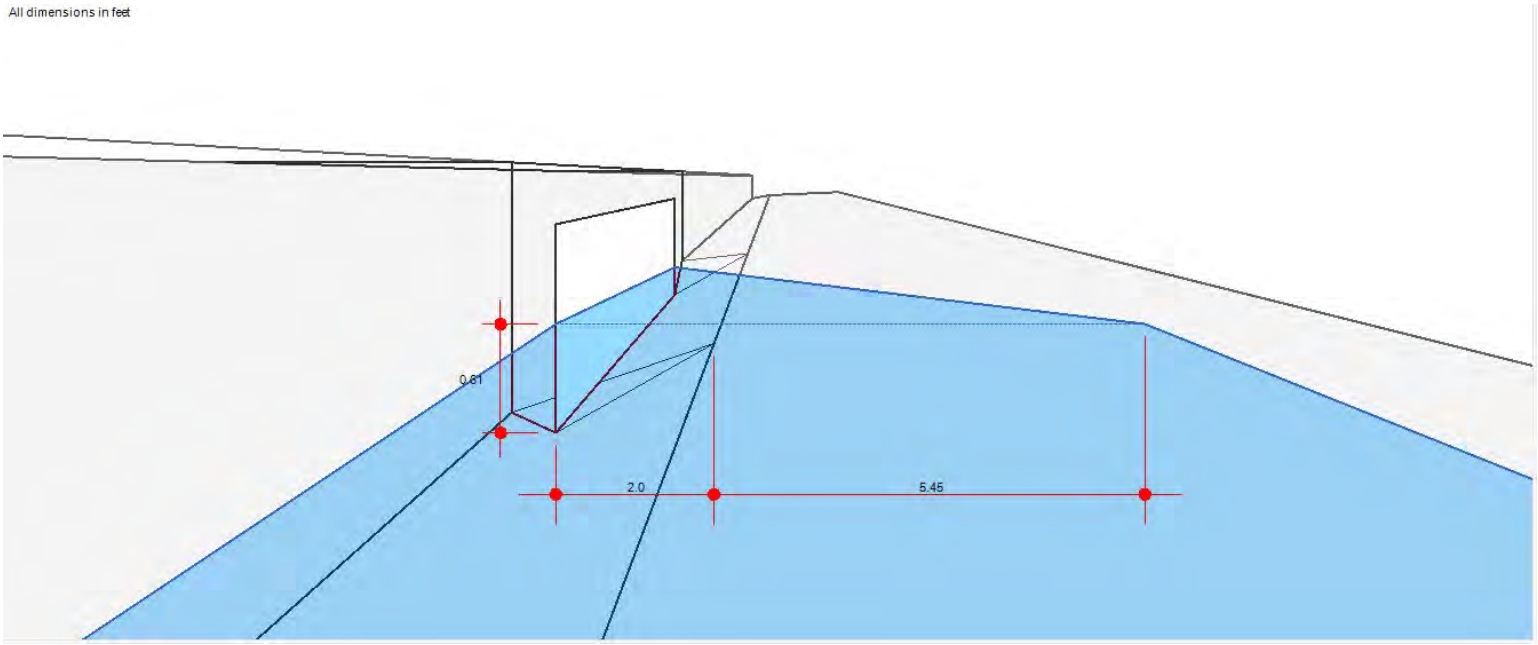
Slope, Sw (ft/ft)	=	0.083
Slope, Sx (ft/ft)	=	0.020
Local Depr (in)	=	4.00
Gutter Width (ft)	=	2.00
Gutter Slope (%)	=	0.40
Gutter n-value	=	0.016

Calculations

Compute by:		Known Q
Q (cfs)	=	1.08

Highlighted

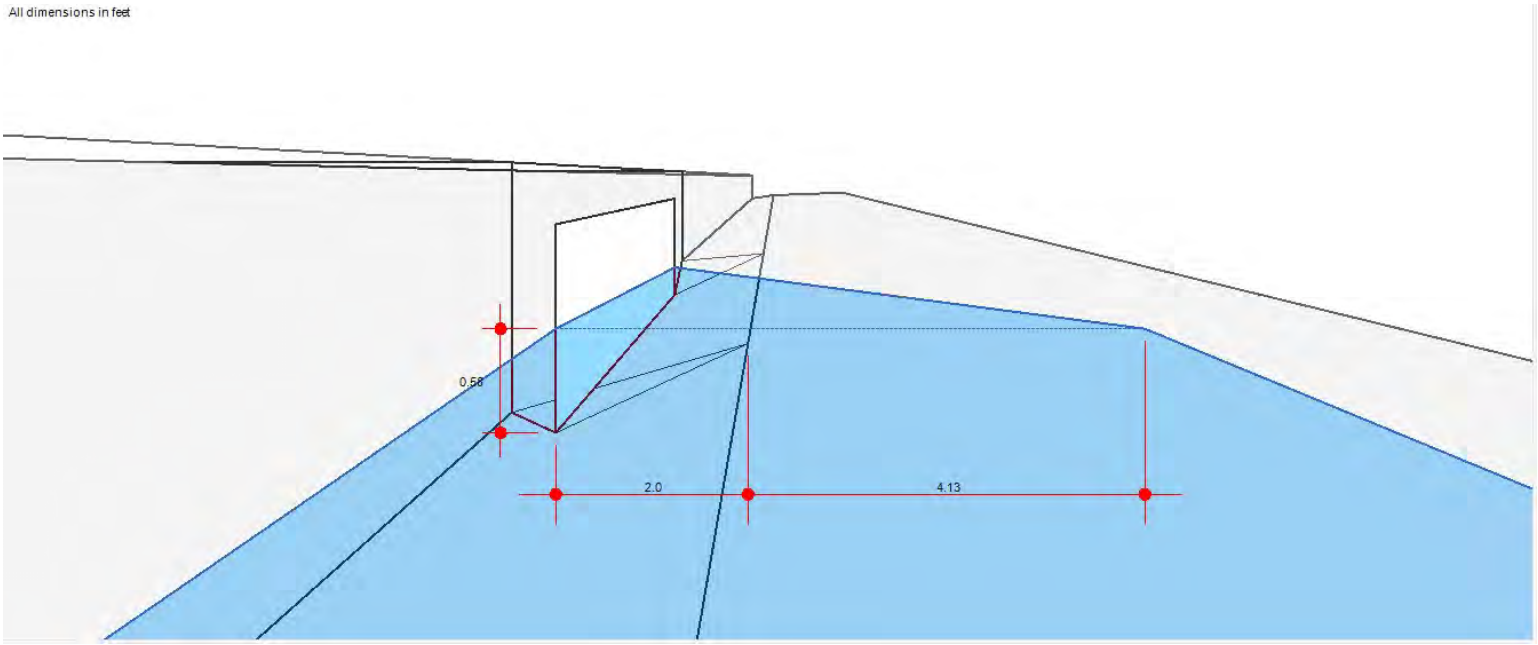
Q Total (cfs)	=	1.08
Q Capt (cfs)	=	1.08
Q Bypass (cfs)	=	-0-
Depth at Inlet (in)	=	7.30
Efficiency (%)	=	100
Gutter Spread (ft)	=	7.45
Gutter Vel (ft/s)	=	1.59
Bypass Spread (ft)	=	-0-
Bypass Depth (in)	=	-0-



Inlet Report

A11 25YR

Curb Inlet		Calculations	
Location	= On grade	Compute by:	Known Q
Curb Length (ft)	= 7.00	Q (cfs)	= 1.14
Throat Height (in)	= 6.00		
Grate Area (sqft)	= -0-	**Highlighted**	
Grate Width (ft)	= -0-	Q Total (cfs)	= 1.14
Grate Length (ft)	= -0-	Q Capt (cfs)	= 1.14
		Q Bypass (cfs)	= -0-
Gutter		Depth at Inlet (in)	= 6.98
Slope, Sw (ft/ft)	= 0.083	Efficiency (%)	= 100
Slope, Sx (ft/ft)	= 0.020	Gutter Spread (ft)	= 6.13
Local Depr (in)	= 4.00	Gutter Vel (ft/s)	= 2.27
Gutter Width (ft)	= 2.00	Bypass Spread (ft)	= -0-
Gutter Slope (%)	= 0.90	Bypass Depth (in)	= -0-
Gutter n-value	= 0.016		



Inlet Report

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B5 25YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

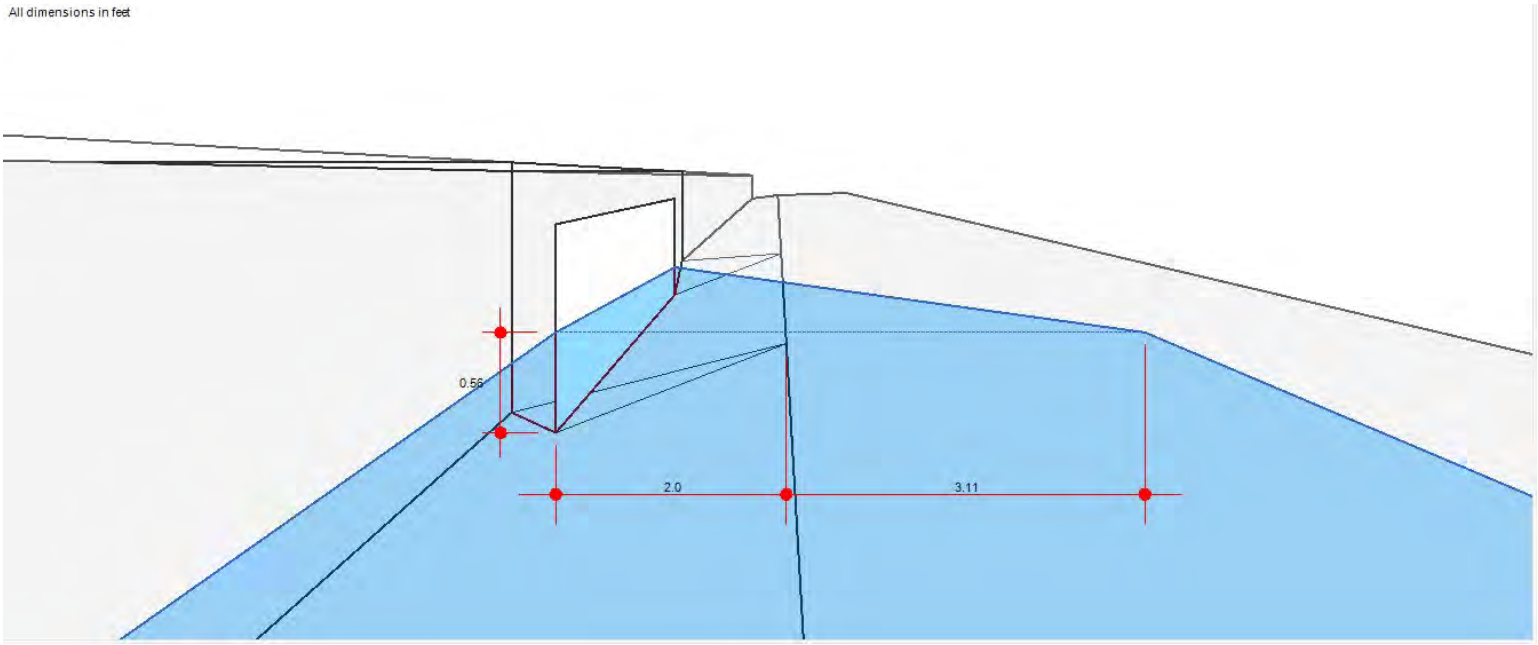
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 1.00
Gutter n-value	= 0.016

Calculations

Compute by:	Known Q
Q (cfs)	= 0.90

Highlighted

Q Total (cfs)	= 0.90
Q Capt (cfs)	= 0.90
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 6.74
Efficiency (%)	= 100
Gutter Spread (ft)	= 5.11
Gutter Vel (ft/s)	= 2.32
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Thursday, May 16 2024

B6 25YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

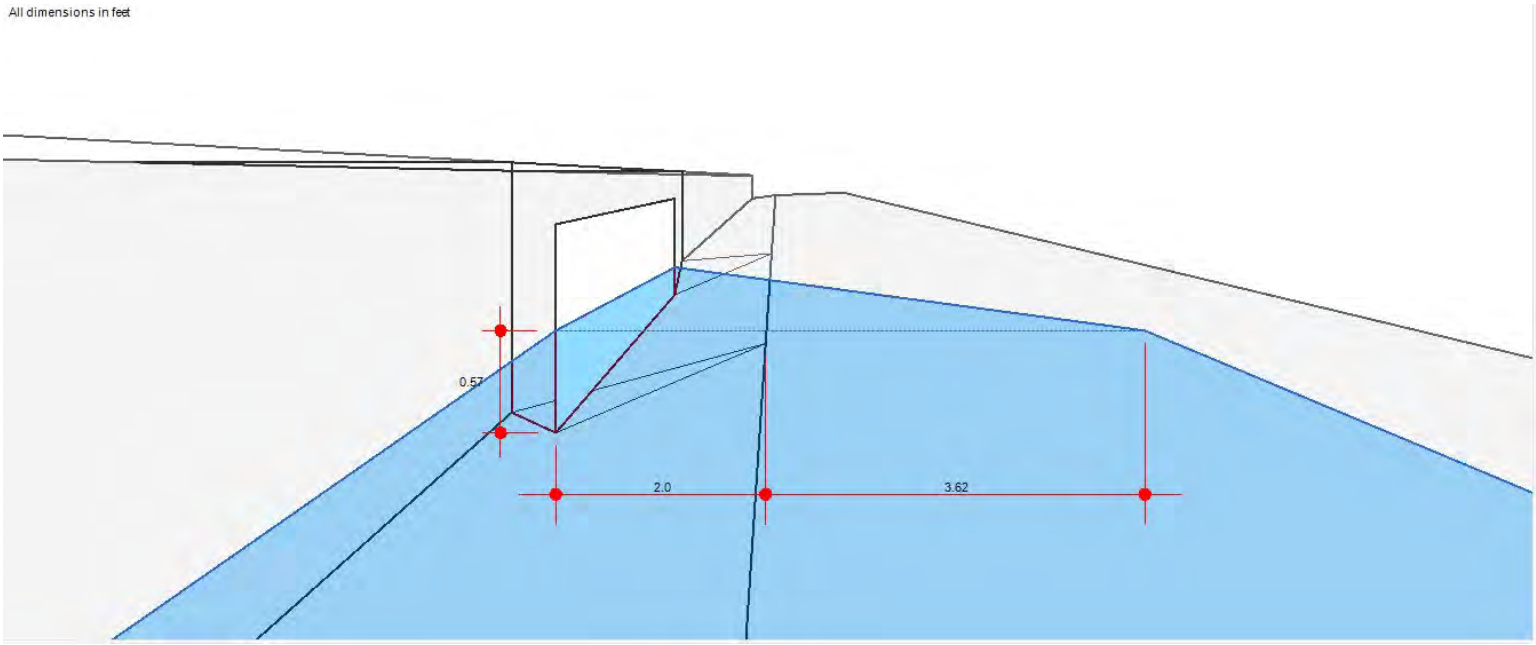
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 1.00
Gutter n-value	= 0.016

Calculations

Compute by:	Known Q
Q (cfs)	= 1.04

Highlighted

Q Total (cfs)	= 1.04
Q Capt (cfs)	= 1.04
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 6.86
Efficiency (%)	= 100
Gutter Spread (ft)	= 5.62
Gutter Vel (ft/s)	= 2.36
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

D2 25YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

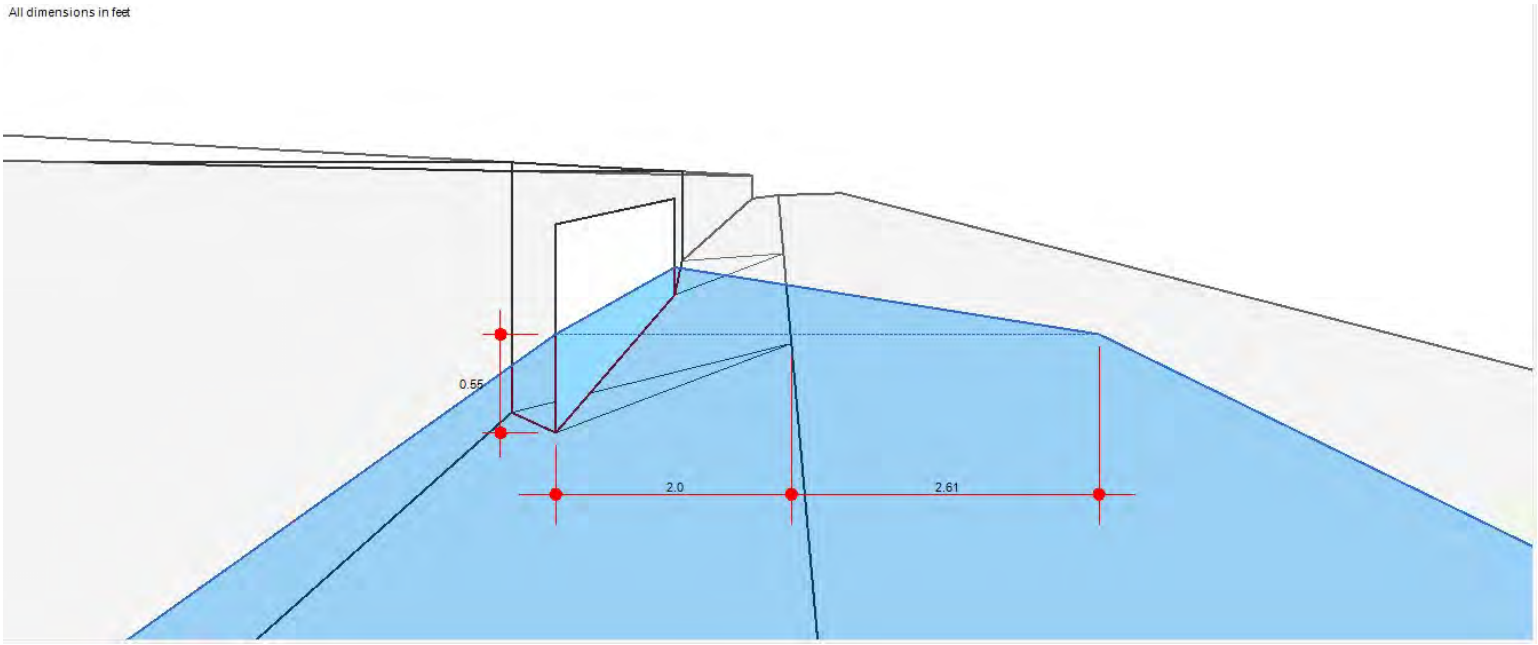
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 0.50
Gutter n-value	= 0.016

Calculations

Compute by:	Known Q
Q (cfs)	= 0.55

Highlighted

Q Total (cfs)	= 0.55
Q Capt (cfs)	= 0.55
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 6.62
Efficiency (%)	= 100
Gutter Spread (ft)	= 4.61
Gutter Vel (ft/s)	= 1.62
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

D1 25YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

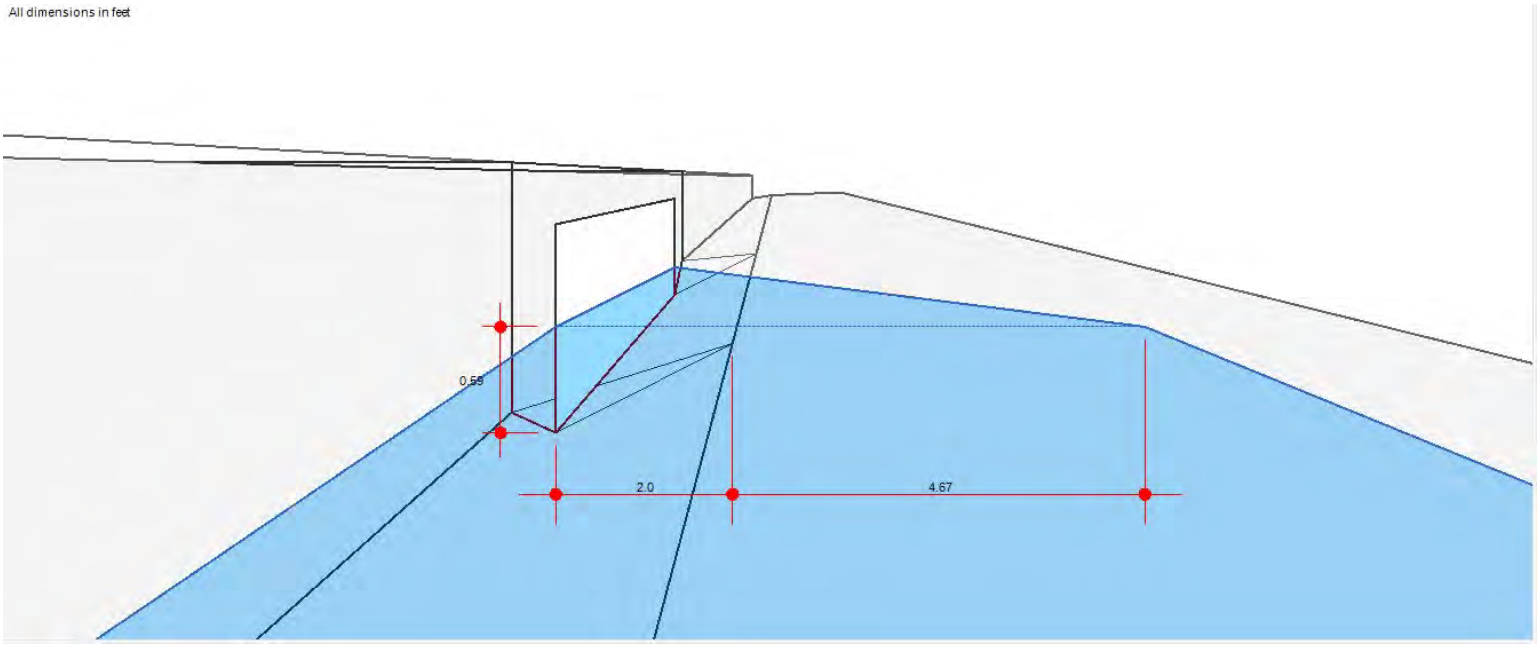
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 0.10
Gutter n-value	= 0.016

Calculations

Compute by:	Known Q
Q (cfs)	= 0.44

Highlighted

Q Total (cfs)	= 0.44
Q Capt (cfs)	= 0.44
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 7.11
Efficiency (%)	= 100
Gutter Spread (ft)	= 6.67
Gutter Vel (ft/s)	= 0.77
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

B3 25YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

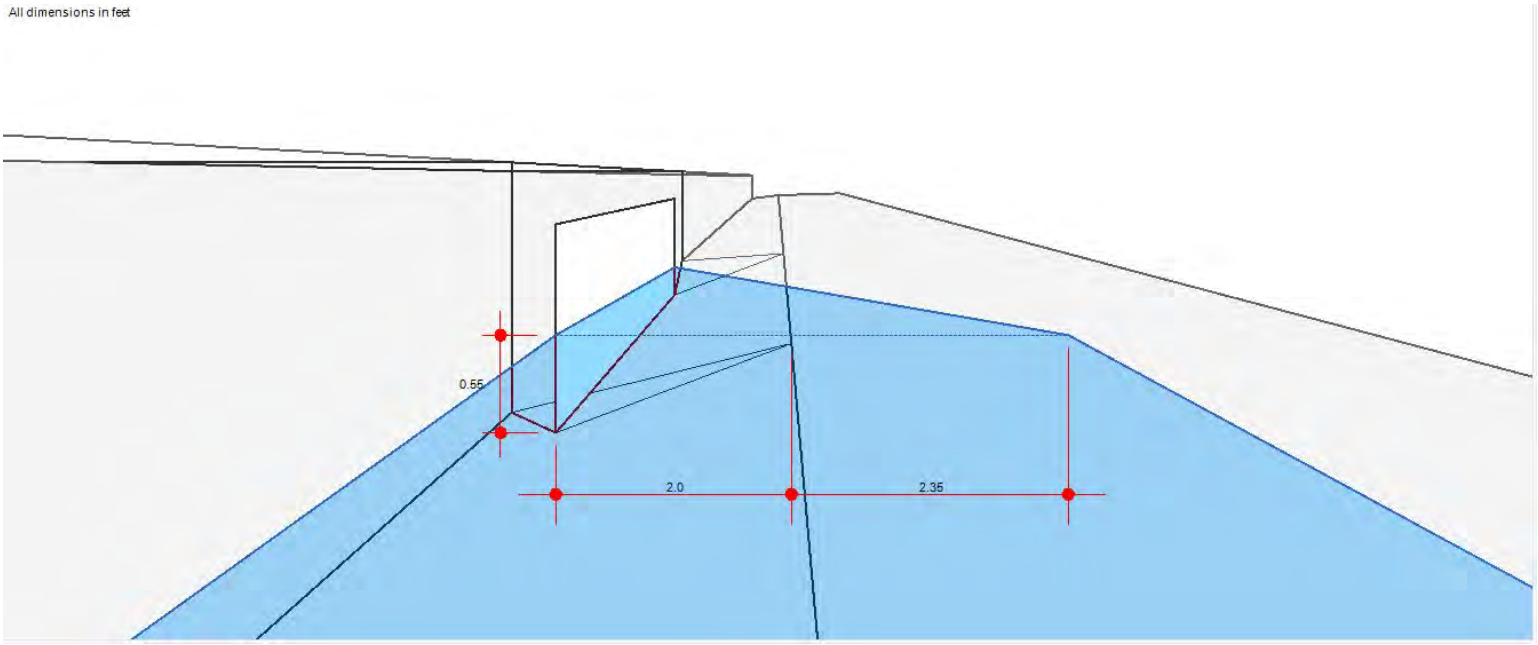
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 1.00
Gutter n-value	= 0.016

Calculations

Compute by:	Known Q
Q (cfs)	= 0.72

Highlighted

Q Total (cfs)	= 0.72
Q Capt (cfs)	= 0.72
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 6.56
Efficiency (%)	= 100
Gutter Spread (ft)	= 4.35
Gutter Vel (ft/s)	= 2.28
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

B4 25YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

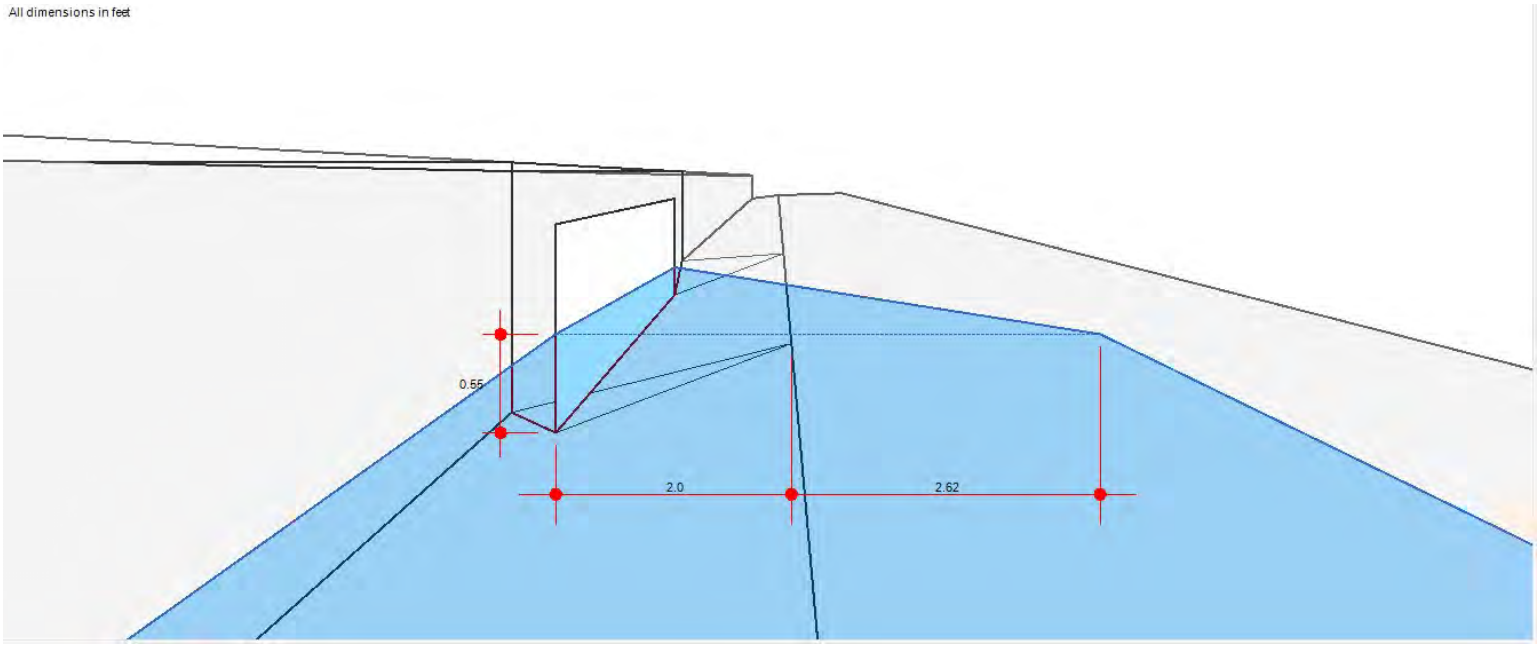
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 1.00
Gutter n-value	= 0.016

Calculations

Compute by:	Known Q
Q (cfs)	= 0.78

Highlighted

Q Total (cfs)	= 0.78
Q Capt (cfs)	= 0.78
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 6.62
Efficiency (%)	= 100
Gutter Spread (ft)	= 4.62
Gutter Vel (ft/s)	= 2.30
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

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B2 25YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

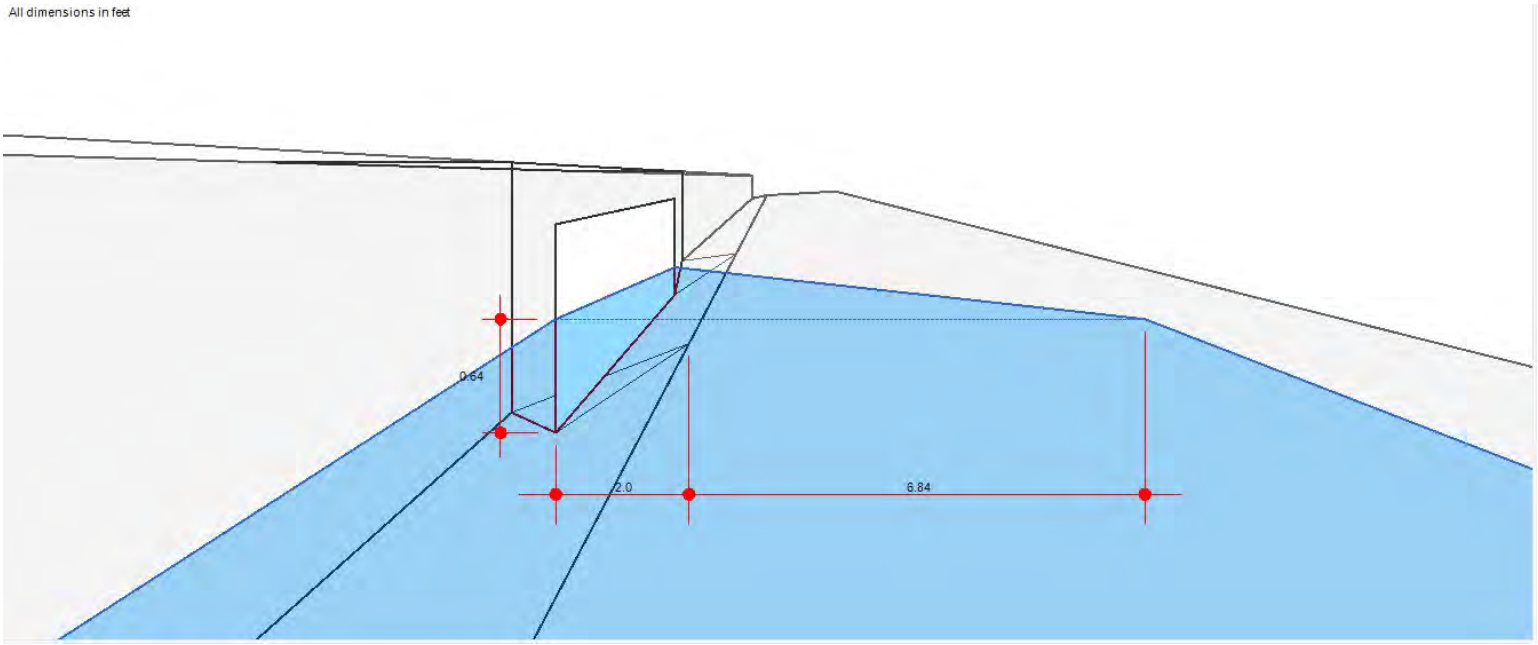
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 0.10
Gutter n-value	= 0.016

Calculations

Compute by:	Known Q
Q (cfs)	= 0.76

Highlighted

Q Total (cfs)	= 0.76
Q Capt (cfs)	= 0.76
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 7.63
Efficiency (%)	= 100
Gutter Spread (ft)	= 8.84
Gutter Vel (ft/s)	= 0.84
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

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B1 25YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

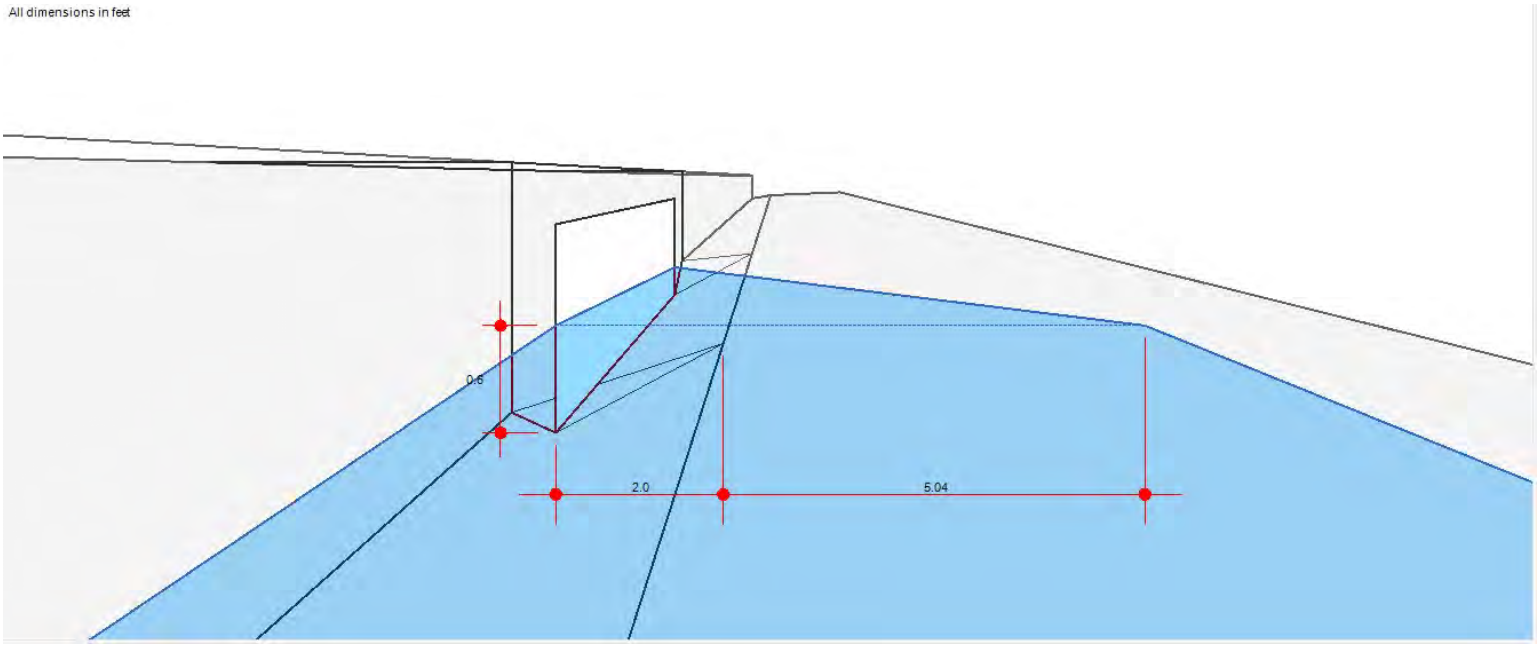
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 0.30
Gutter n-value	= 0.016

Calculations

Compute by:	Known Q
Q (cfs)	= 0.84

Highlighted

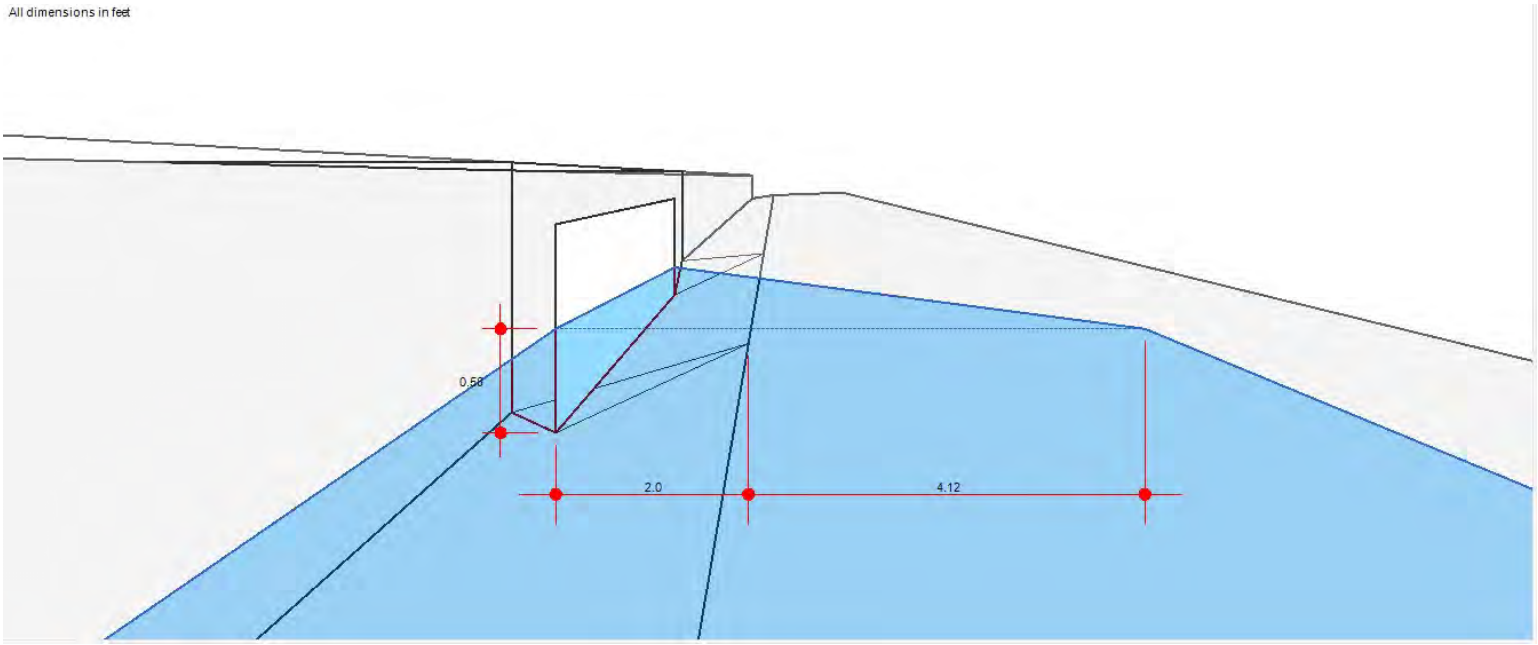
Q Total (cfs)	= 0.84
Q Capt (cfs)	= 0.84
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 7.20
Efficiency (%)	= 100
Gutter Spread (ft)	= 7.04
Gutter Vel (ft/s)	= 1.35
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

A6 25YR

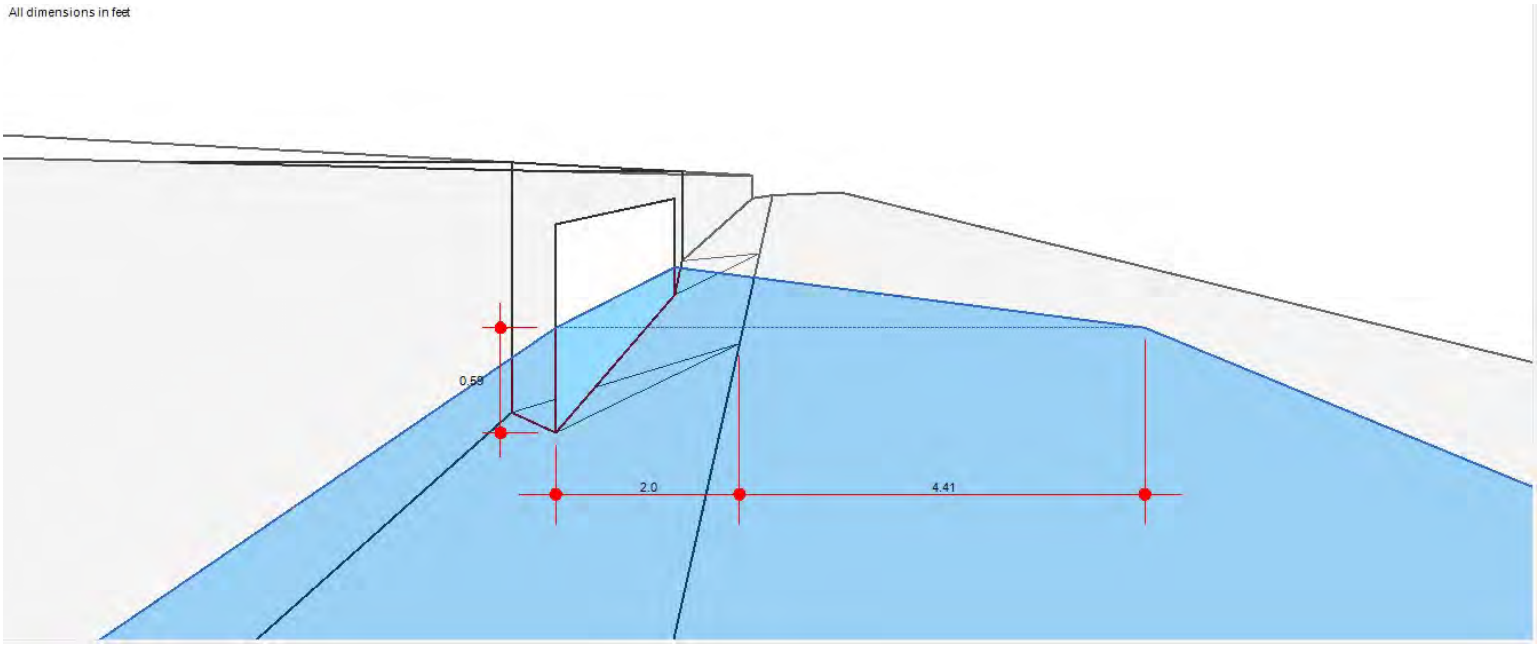
Curb Inlet		Calculations	
Location	= On grade	Compute by:	Known Q
Curb Length (ft)	= 7.00	Q (cfs)	= 1.07
Throat Height (in)	= 6.00		
Grate Area (sqft)	= -0-	**Highlighted**	
Grate Width (ft)	= -0-	Q Total (cfs)	= 1.07
Grate Length (ft)	= -0-	Q Capt (cfs)	= 1.07
		Q Bypass (cfs)	= -0-
Gutter		Depth at Inlet (in)	= 6.98
Slope, Sw (ft/ft)	= 0.083	Efficiency (%)	= 100
Slope, Sx (ft/ft)	= 0.020	Gutter Spread (ft)	= 6.12
Local Depr (in)	= 4.00	Gutter Vel (ft/s)	= 2.14
Gutter Width (ft)	= 2.00	Bypass Spread (ft)	= -0-
Gutter Slope (%)	= 0.80	Bypass Depth (in)	= -0-
Gutter n-value	= 0.016		



Inlet Report

A5 25YR

Curb Inlet		Calculations	
Location	= On grade	Compute by:	Known Q
Curb Length (ft)	= 7.00	Q (cfs)	= 1.16
Throat Height (in)	= 6.00		
Grate Area (sqft)	= -0-	**Highlighted**	
Grate Width (ft)	= -0-	Q Total (cfs)	= 1.16
Grate Length (ft)	= -0-	Q Capt (cfs)	= 1.16
		Q Bypass (cfs)	= -0-
Gutter		Depth at Inlet (in)	= 7.05
Slope, Sw (ft/ft)	= 0.083	Efficiency (%)	= 100
Slope, Sx (ft/ft)	= 0.020	Gutter Spread (ft)	= 6.41
Local Depr (in)	= 4.00	Gutter Vel (ft/s)	= 2.16
Gutter Width (ft)	= 2.00	Bypass Spread (ft)	= -0-
Gutter Slope (%)	= 0.80	Bypass Depth (in)	= -0-
Gutter n-value	= 0.016		



Inlet Report

A3 25YR

Curb Inlet

Location	=	On grade
Curb Length (ft)	=	7.00
Throat Height (in)	=	6.00
Grate Area (sqft)	=	-0-
Grate Width (ft)	=	-0-
Grate Length (ft)	=	-0-

Gutter

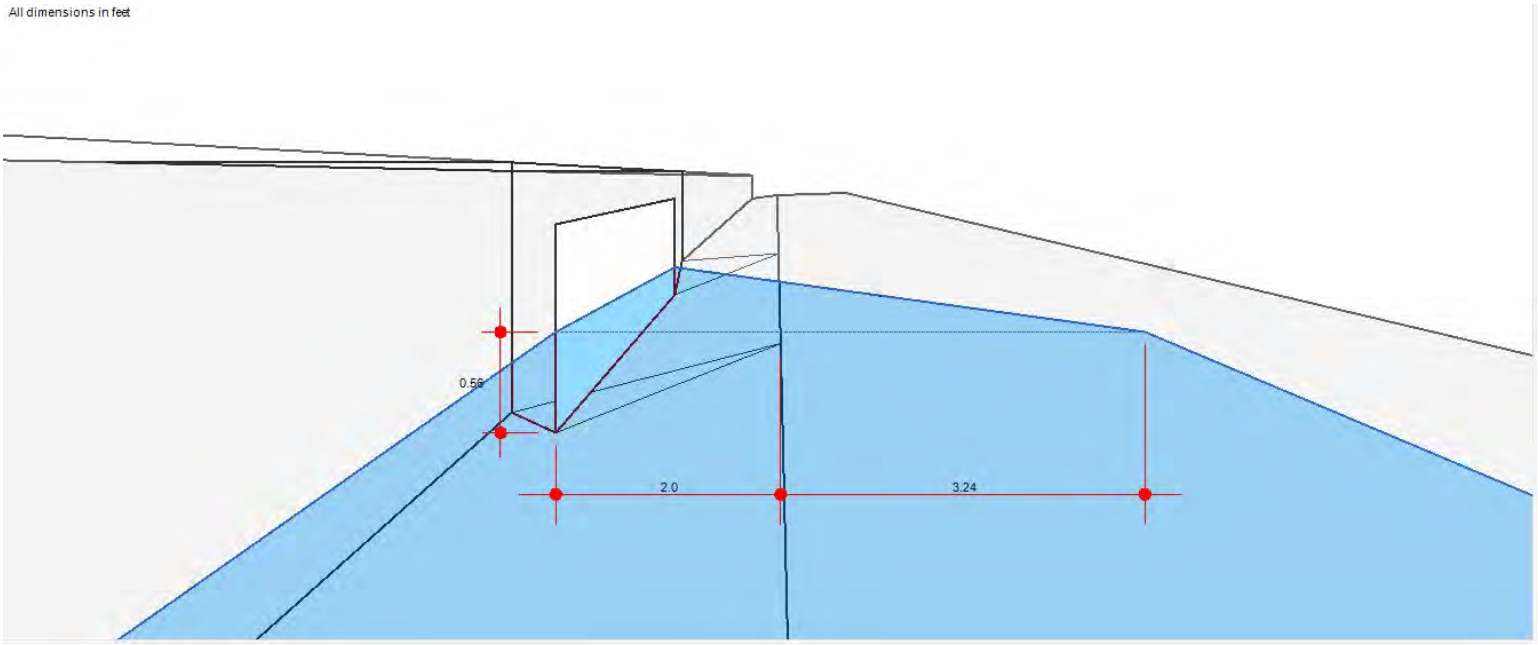
Slope, Sw (ft/ft)	=	0.083
Slope, Sx (ft/ft)	=	0.020
Local Depr (in)	=	4.00
Gutter Width (ft)	=	2.00
Gutter Slope (%)	=	1.10
Gutter n-value	=	0.016

Calculations

Compute by:		Known Q
Q (cfs)	=	0.98

Highlighted

Q Total (cfs)	=	0.98
Q Capt (cfs)	=	0.98
Q Bypass (cfs)	=	-0-
Depth at Inlet (in)	=	6.77
Efficiency (%)	=	100
Gutter Spread (ft)	=	5.24
Gutter Vel (ft/s)	=	2.45
Bypass Spread (ft)	=	-0-
Bypass Depth (in)	=	-0-



Inlet Report

A4 25YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

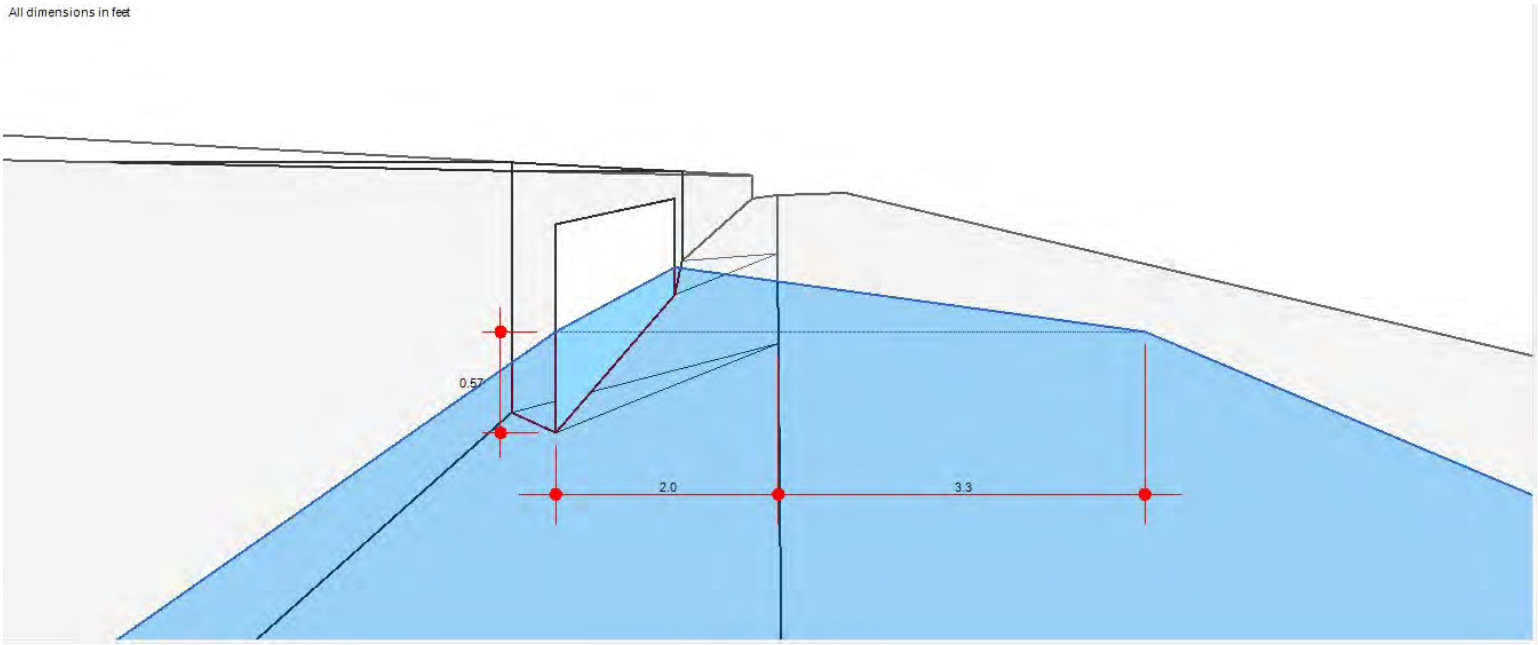
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 1.00
Gutter n-value	= 0.016

Calculations

Compute by:	Known Q
Q (cfs)	= 0.95

Highlighted

Q Total (cfs)	= 0.95
Q Capt (cfs)	= 0.95
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 6.78
Efficiency (%)	= 100
Gutter Spread (ft)	= 5.30
Gutter Vel (ft/s)	= 2.34
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Thursday, May 16 2024

A2 25YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

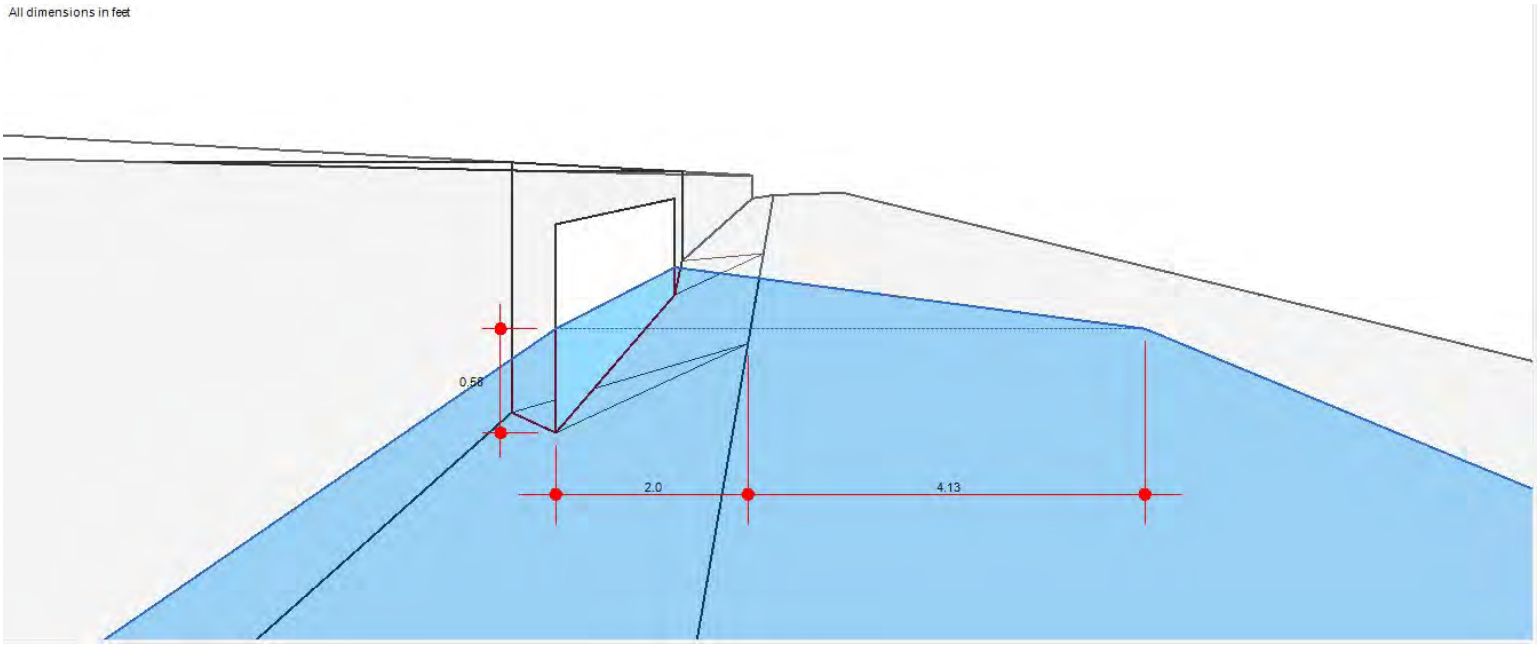
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 0.60
Gutter n-value	= 0.016

Calculations

Compute by:	Known Q
Q (cfs)	= 0.93

Highlighted

Q Total (cfs)	= 0.93
Q Capt (cfs)	= 0.93
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 6.98
Efficiency (%)	= 100
Gutter Spread (ft)	= 6.13
Gutter Vel (ft/s)	= 1.85
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

A1 25YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

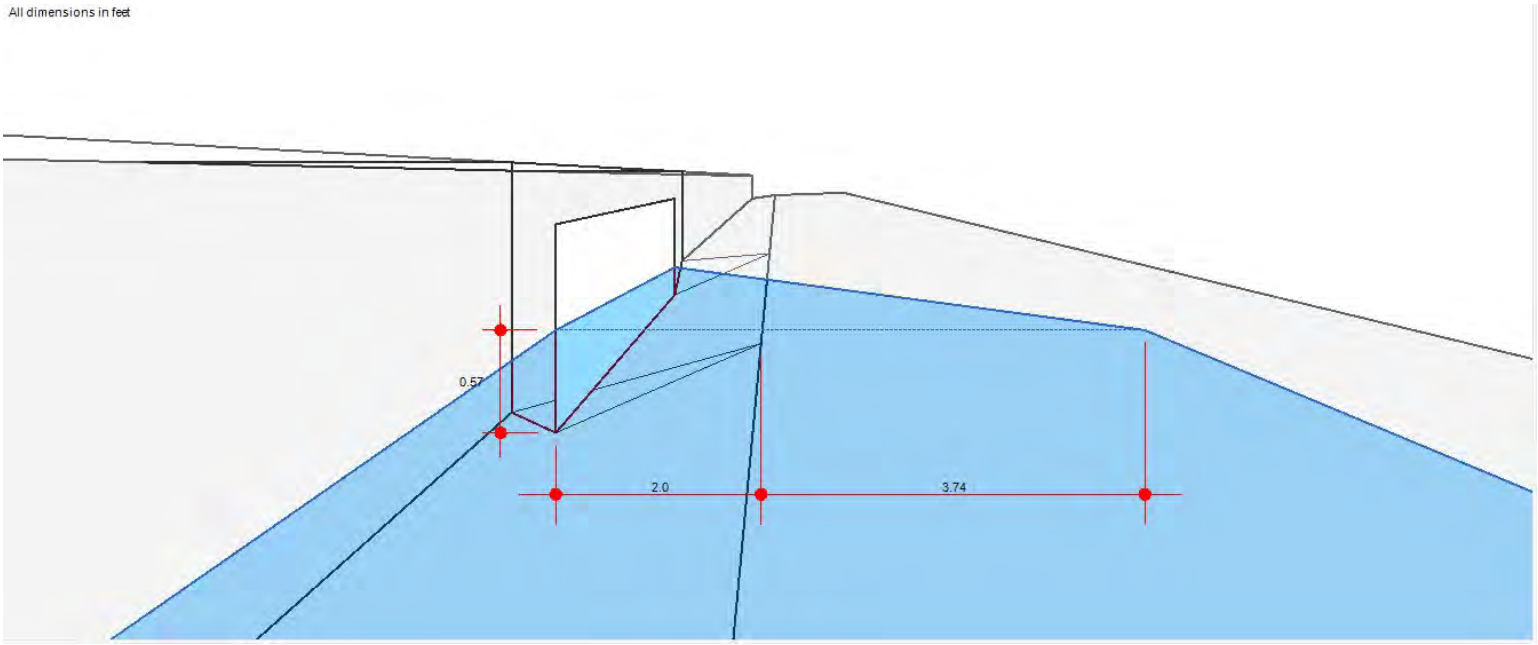
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 0.30
Gutter n-value	= 0.016

Calculations

Compute by:	Known Q
Q (cfs)	= 0.59

Highlighted

Q Total (cfs)	= 0.59
Q Capt (cfs)	= 0.59
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 6.89
Efficiency (%)	= 100
Gutter Spread (ft)	= 5.74
Gutter Vel (ft/s)	= 1.30
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

H3 25YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 14.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

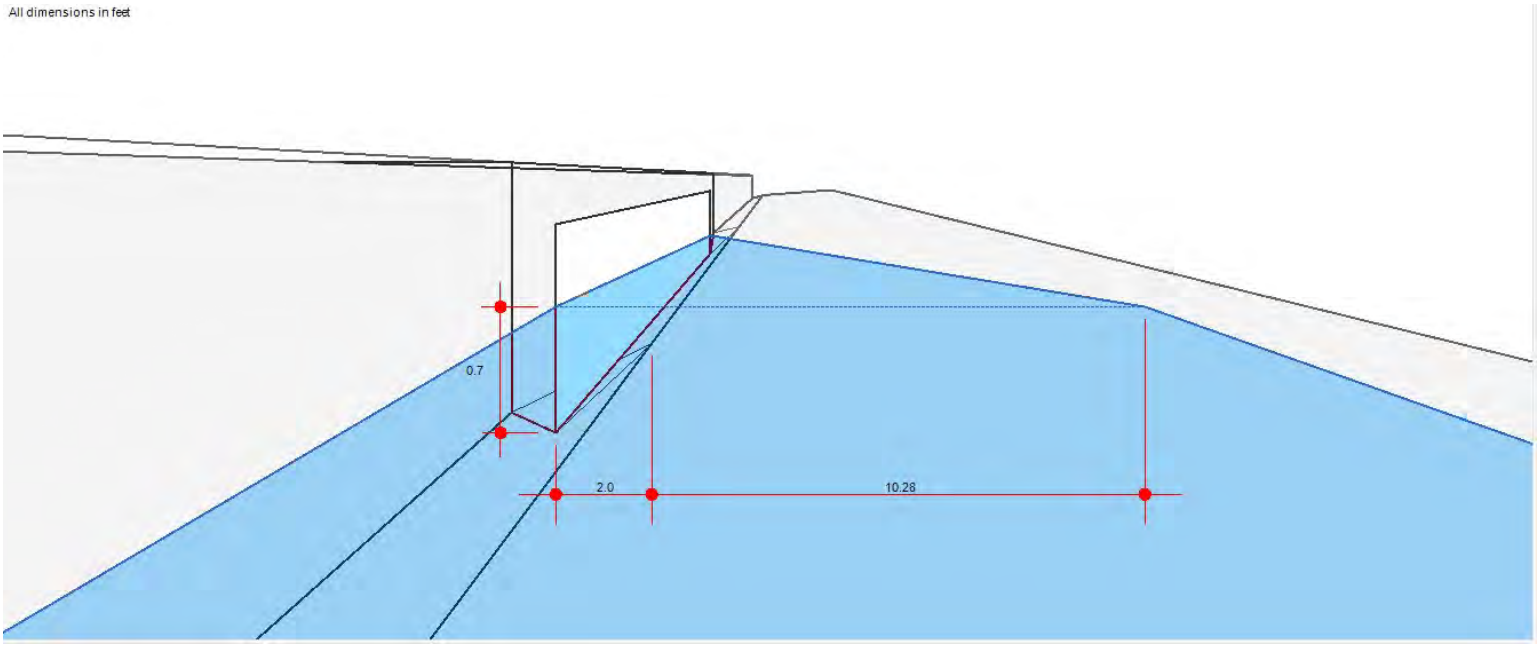
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 0.20
Gutter n-value	= 0.016

Calculations

Compute by:	Known Q
Q (cfs)	= 2.22

Highlighted

Q Total (cfs)	= 2.22
Q Capt (cfs)	= 2.22
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 8.46
Efficiency (%)	= 100
Gutter Spread (ft)	= 12.28
Gutter Vel (ft/s)	= 1.36
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Thursday, May 16 2024

H4 25YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

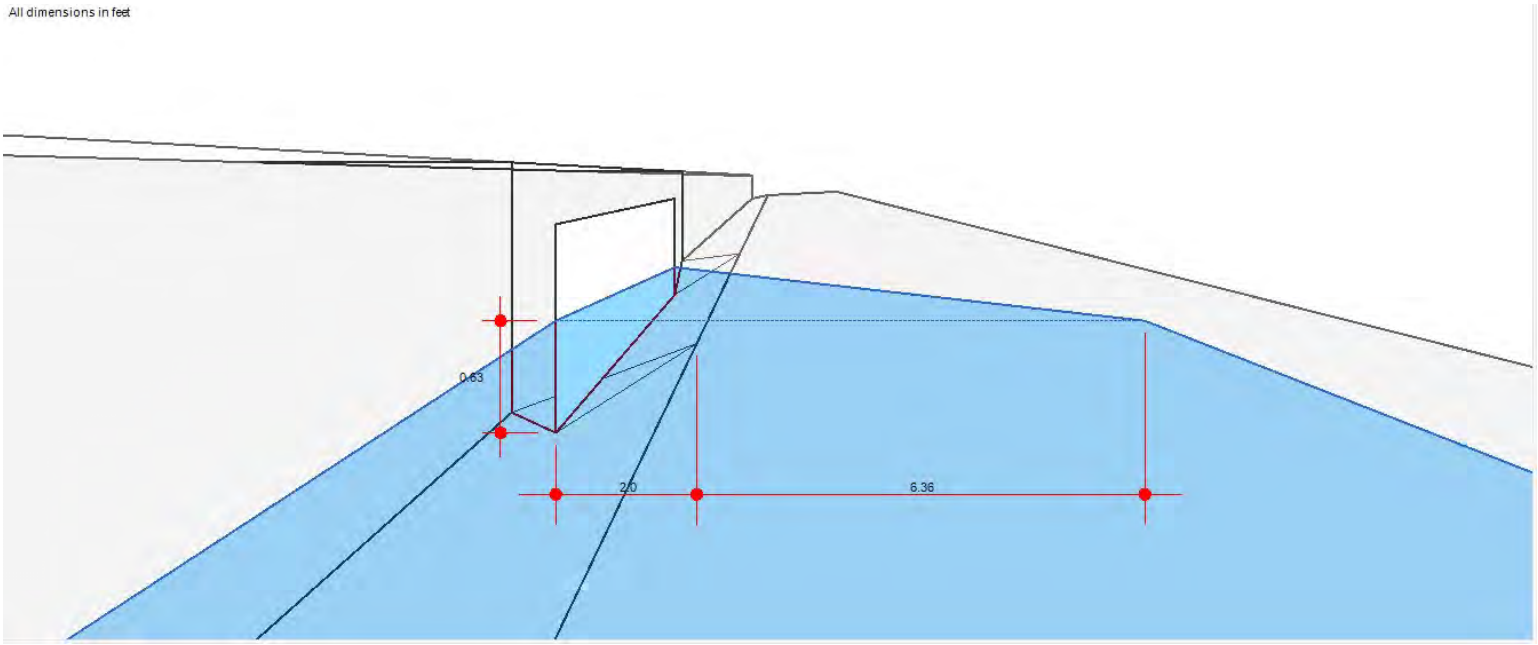
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 0.60
Gutter n-value	= 0.016

Calculations

Compute by:	Known Q
Q (cfs)	= 1.66

Highlighted

Q Total (cfs)	= 1.66
Q Capt (cfs)	= 1.66
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 7.52
Efficiency (%)	= 100
Gutter Spread (ft)	= 8.36
Gutter Vel (ft/s)	= 2.01
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

H1 25YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 14.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

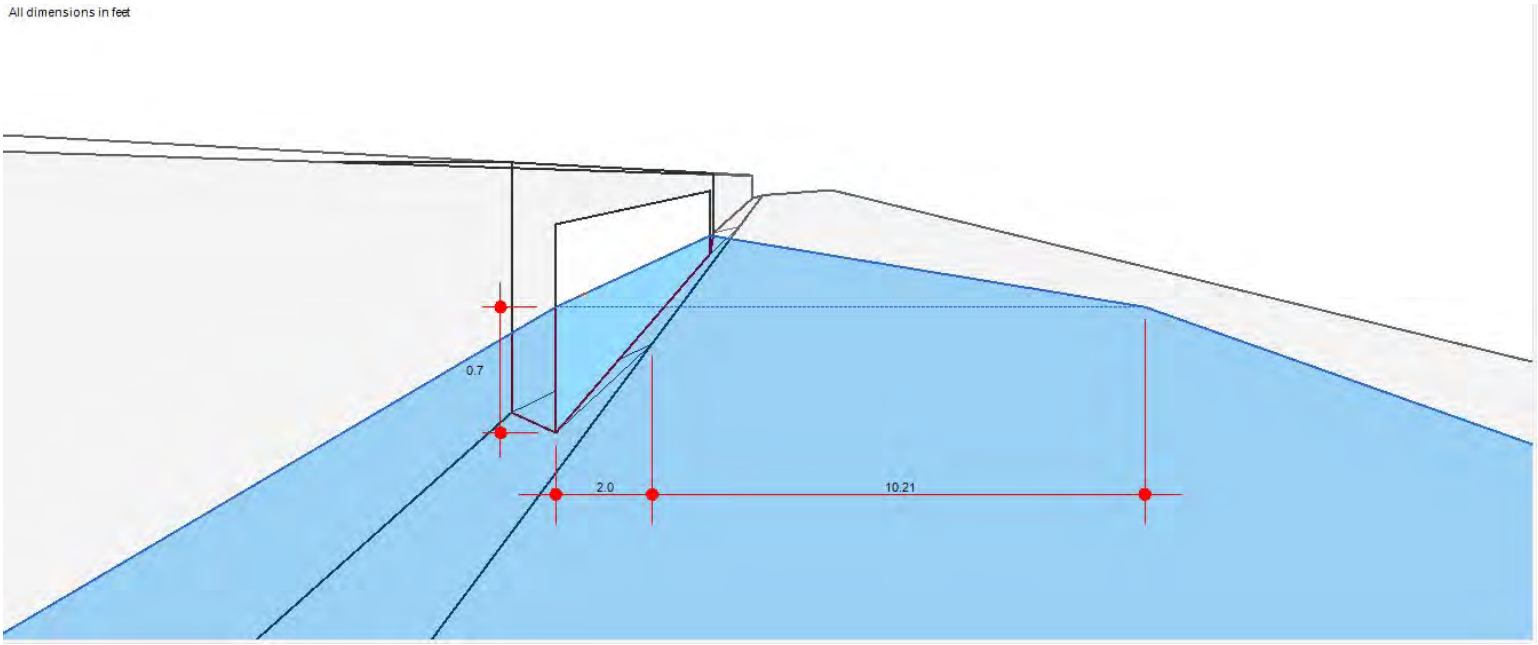
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 0.20
Gutter n-value	= 0.016

Calculations

Compute by:	Known Q
Q (cfs)	= 2.19

Highlighted

Q Total (cfs)	= 2.19
Q Capt (cfs)	= 2.19
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 8.44
Efficiency (%)	= 100
Gutter Spread (ft)	= 12.21
Gutter Vel (ft/s)	= 1.35
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

H2 25YR

Curb Inlet

Location	=	On grade
Curb Length (ft)	=	14.00
Throat Height (in)	=	6.00
Grate Area (sqft)	=	-0-
Grate Width (ft)	=	-0-
Grate Length (ft)	=	-0-

Gutter

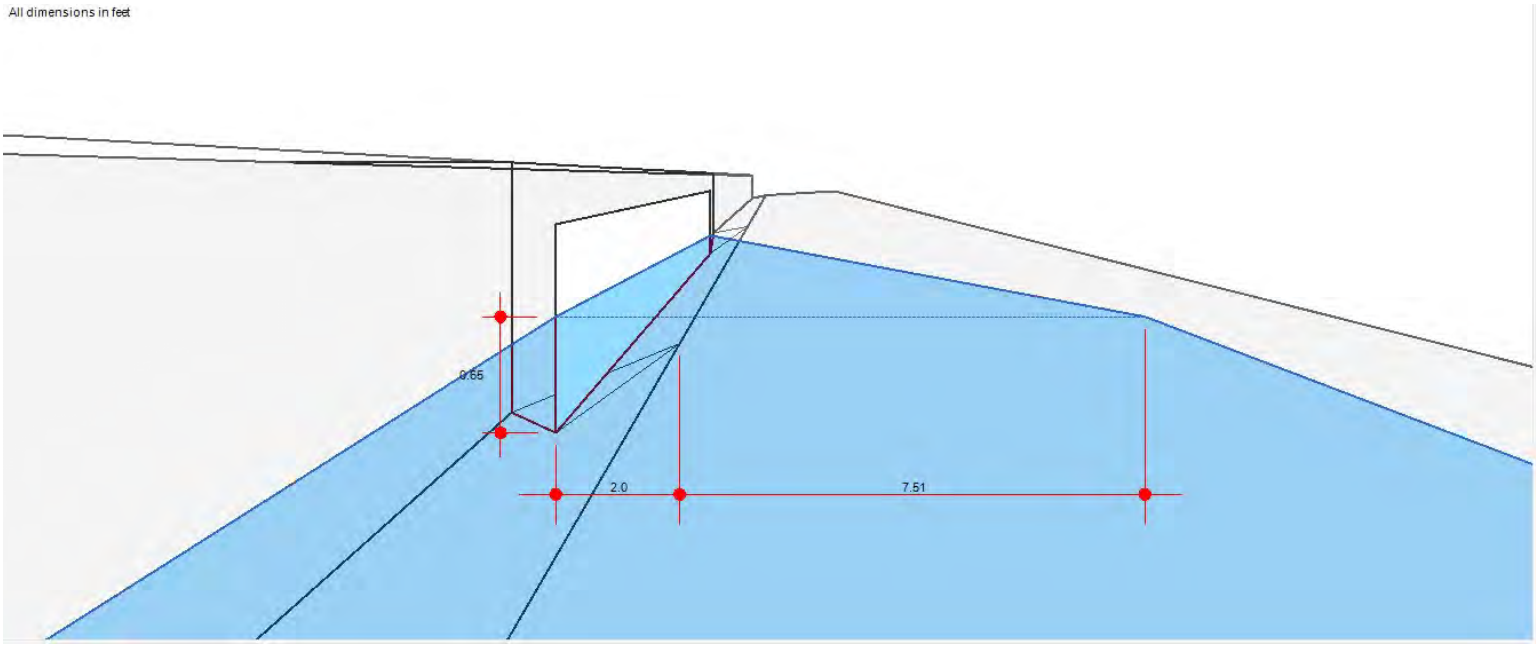
Slope, Sw (ft/ft)	=	0.083
Slope, Sx (ft/ft)	=	0.020
Local Depr (in)	=	4.00
Gutter Width (ft)	=	2.00
Gutter Slope (%)	=	0.60
Gutter n-value	=	0.016

Calculations

Compute by:		Known Q
Q (cfs)	=	2.17

Highlighted

Q Total (cfs)	=	2.17
Q Capt (cfs)	=	2.17
Q Bypass (cfs)	=	-0-
Depth at Inlet (in)	=	7.79
Efficiency (%)	=	100
Gutter Spread (ft)	=	9.51
Gutter Vel (ft/s)	=	2.11
Bypass Spread (ft)	=	-0-
Bypass Depth (in)	=	-0-



Inlet Report

R1 100YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

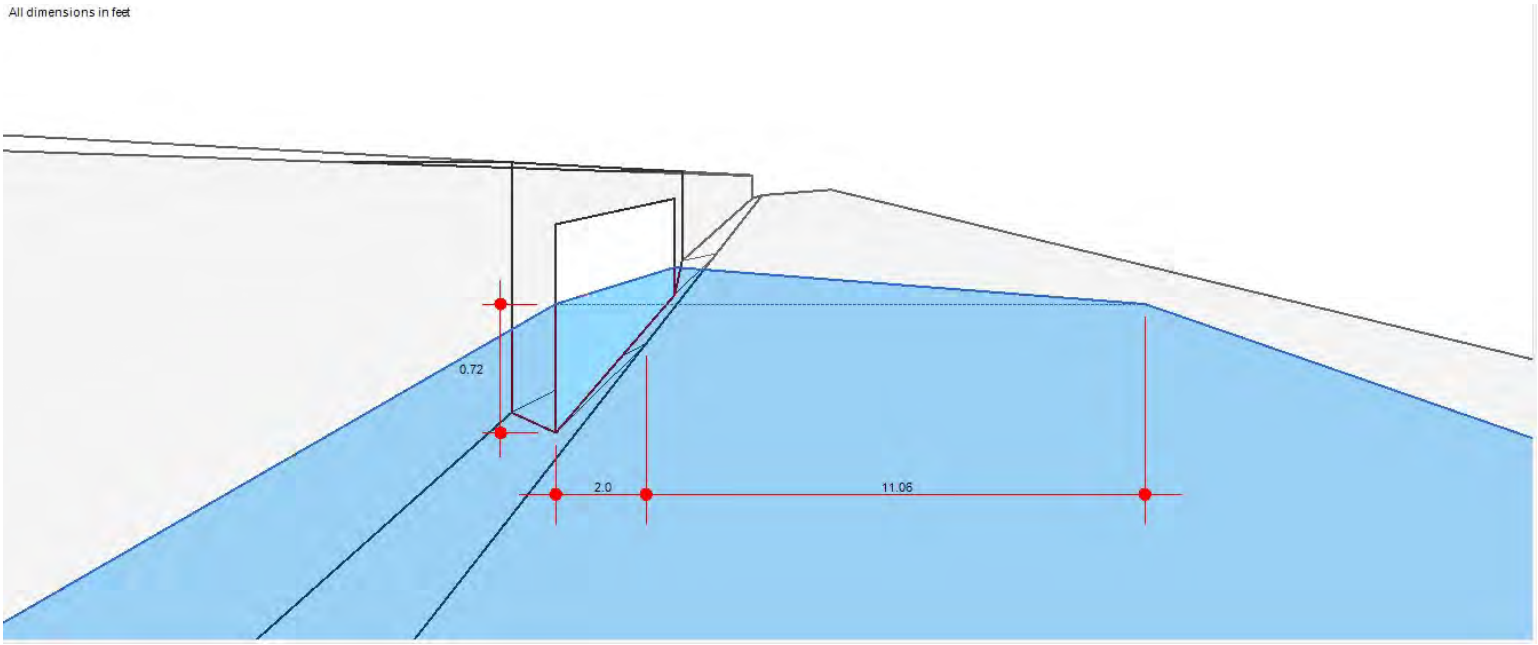
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 0.10
Gutter n-value	= 0.013

Calculations

Compute by:	Known Q
Q (cfs)	= 2.23

Highlighted

Q Total (cfs)	= 2.23
Q Capt (cfs)	= 2.23
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 8.65
Efficiency (%)	= 100
Gutter Spread (ft)	= 13.06
Gutter Vel (ft/s)	= 1.22
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

V1 100YR

Curb Inlet

Location	=	On grade
Curb Length (ft)	=	7.00
Throat Height (in)	=	6.00
Grate Area (sqft)	=	-0-
Grate Width (ft)	=	-0-
Grate Length (ft)	=	-0-

Gutter

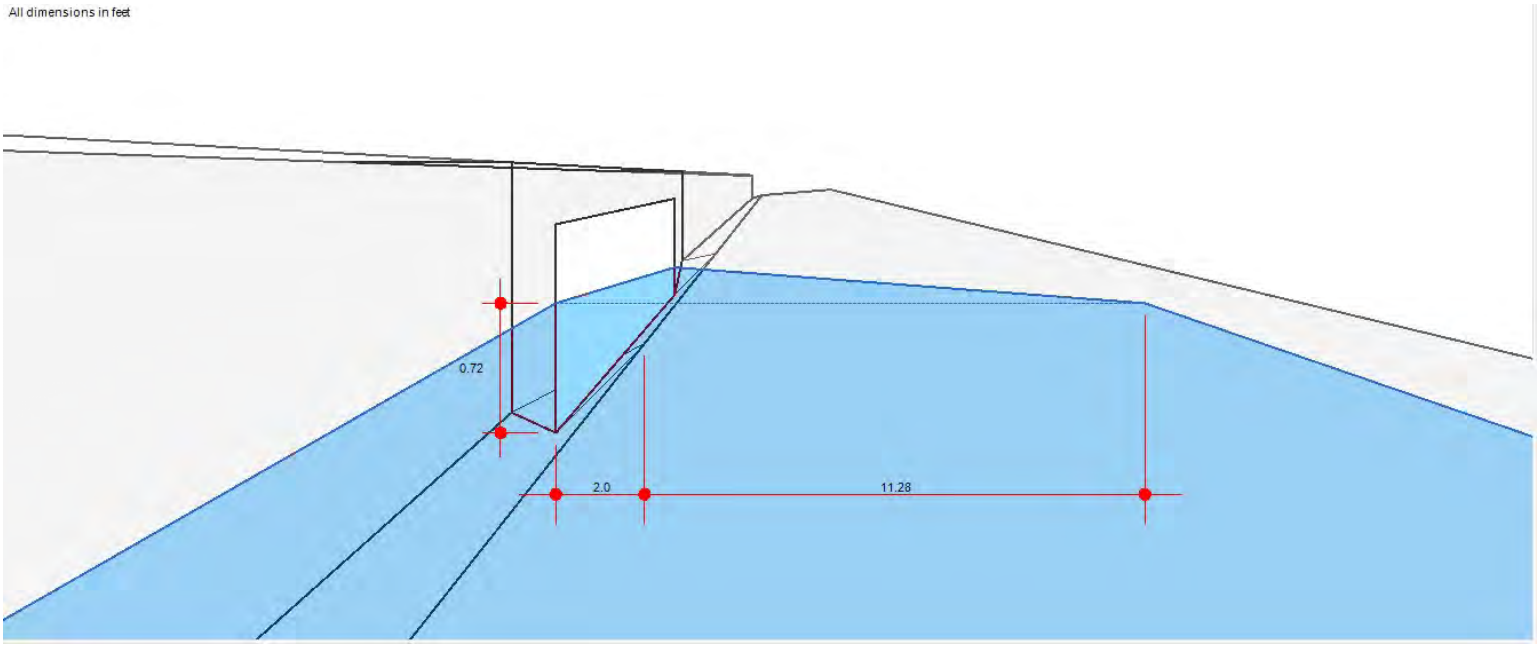
Slope, Sw (ft/ft)	=	0.083
Slope, Sx (ft/ft)	=	0.020
Local Depr (in)	=	4.00
Gutter Width (ft)	=	2.00
Gutter Slope (%)	=	0.10
Gutter n-value	=	0.013

Calculations

Compute by:		Known Q
Q (cfs)	=	2.32

Highlighted

Q Total (cfs)	=	2.32
Q Capt (cfs)	=	2.32
Q Bypass (cfs)	=	-0-
Depth at Inlet (in)	=	8.70
Efficiency (%)	=	100
Gutter Spread (ft)	=	13.28
Gutter Vel (ft/s)	=	1.23
Bypass Spread (ft)	=	-0-
Bypass Depth (in)	=	-0-



Inlet Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Thursday, May 16 2024

V2 100YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

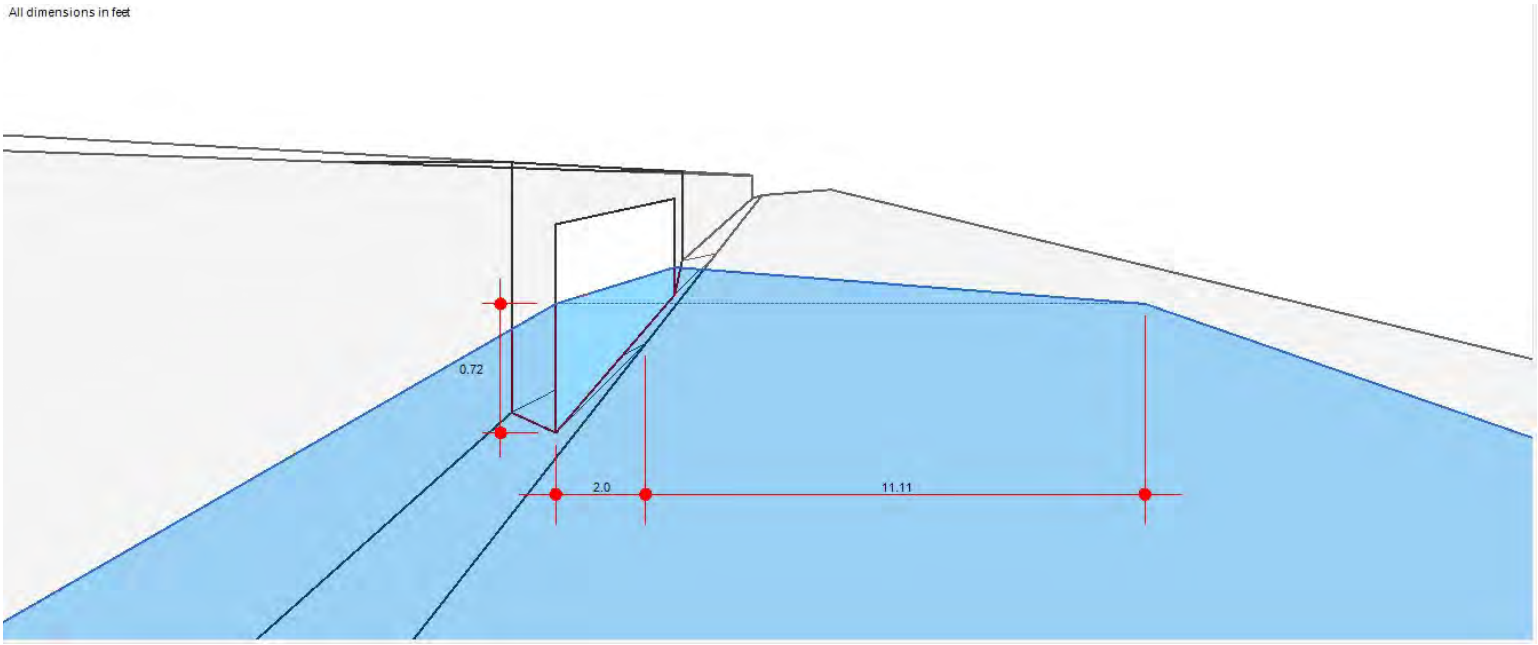
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 0.10
Gutter n-value	= 0.013

Calculations

Compute by:	Known Q
Q (cfs)	= 2.25

Highlighted

Q Total (cfs)	= 2.25
Q Capt (cfs)	= 2.25
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 8.66
Efficiency (%)	= 100
Gutter Spread (ft)	= 13.11
Gutter Vel (ft/s)	= 1.22
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

V3 100YR

Curb Inlet

Location	=	On grade
Curb Length (ft)	=	14.00
Throat Height (in)	=	6.00
Grate Area (sqft)	=	-0-
Grate Width (ft)	=	-0-
Grate Length (ft)	=	-0-

Gutter

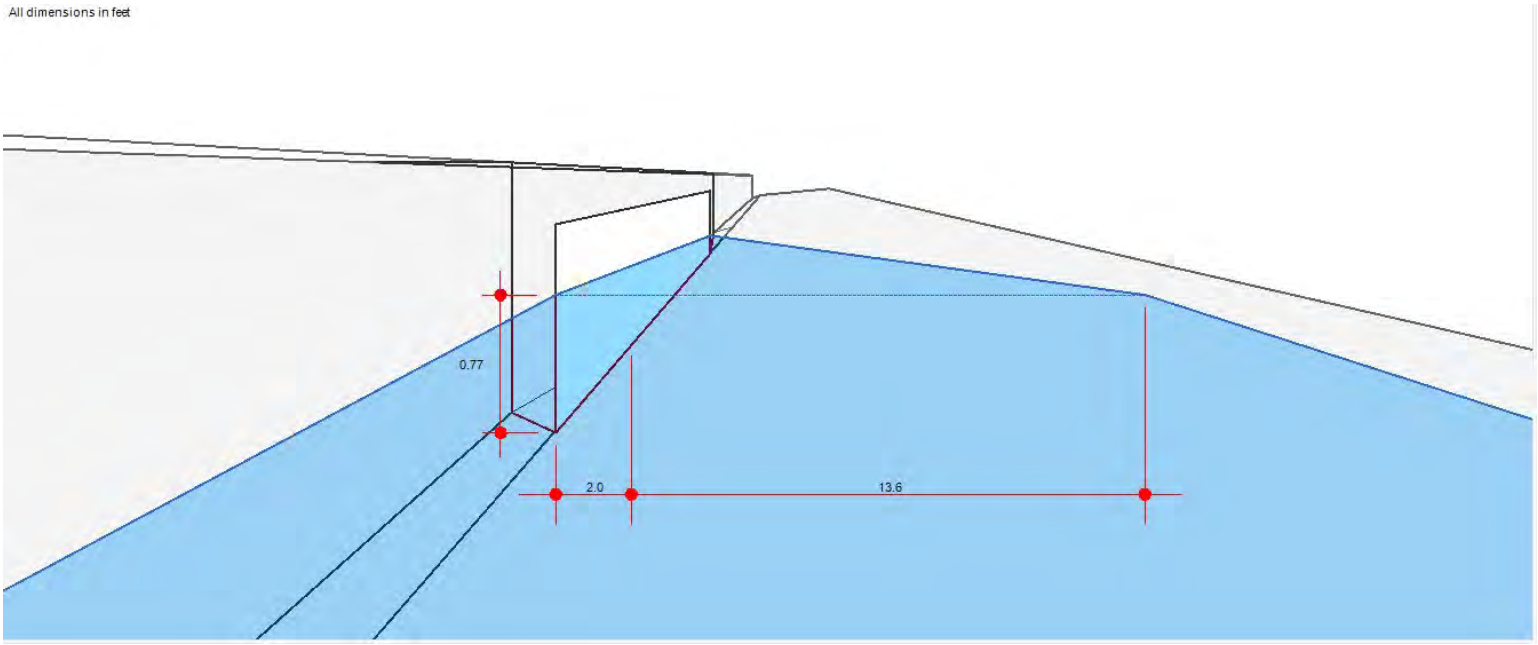
Slope, Sw (ft/ft)	=	0.083
Slope, Sx (ft/ft)	=	0.020
Local Depr (in)	=	4.00
Gutter Width (ft)	=	2.00
Gutter Slope (%)	=	0.10
Gutter n-value	=	0.013

Calculations

Compute by:		Known Q
Q (cfs)	=	3.42

Highlighted

Q Total (cfs)	=	3.42
Q Capt (cfs)	=	3.42
Q Bypass (cfs)	=	-0-
Depth at Inlet (in)	=	9.26
Efficiency (%)	=	100
Gutter Spread (ft)	=	15.60
Gutter Vel (ft/s)	=	1.34
Bypass Spread (ft)	=	-0-
Bypass Depth (in)	=	-0-



Inlet Report

V4 100YR

Curb Inlet

Location	=	On grade
Curb Length (ft)	=	14.00
Throat Height (in)	=	6.00
Grate Area (sqft)	=	-0-
Grate Width (ft)	=	-0-
Grate Length (ft)	=	-0-

Gutter

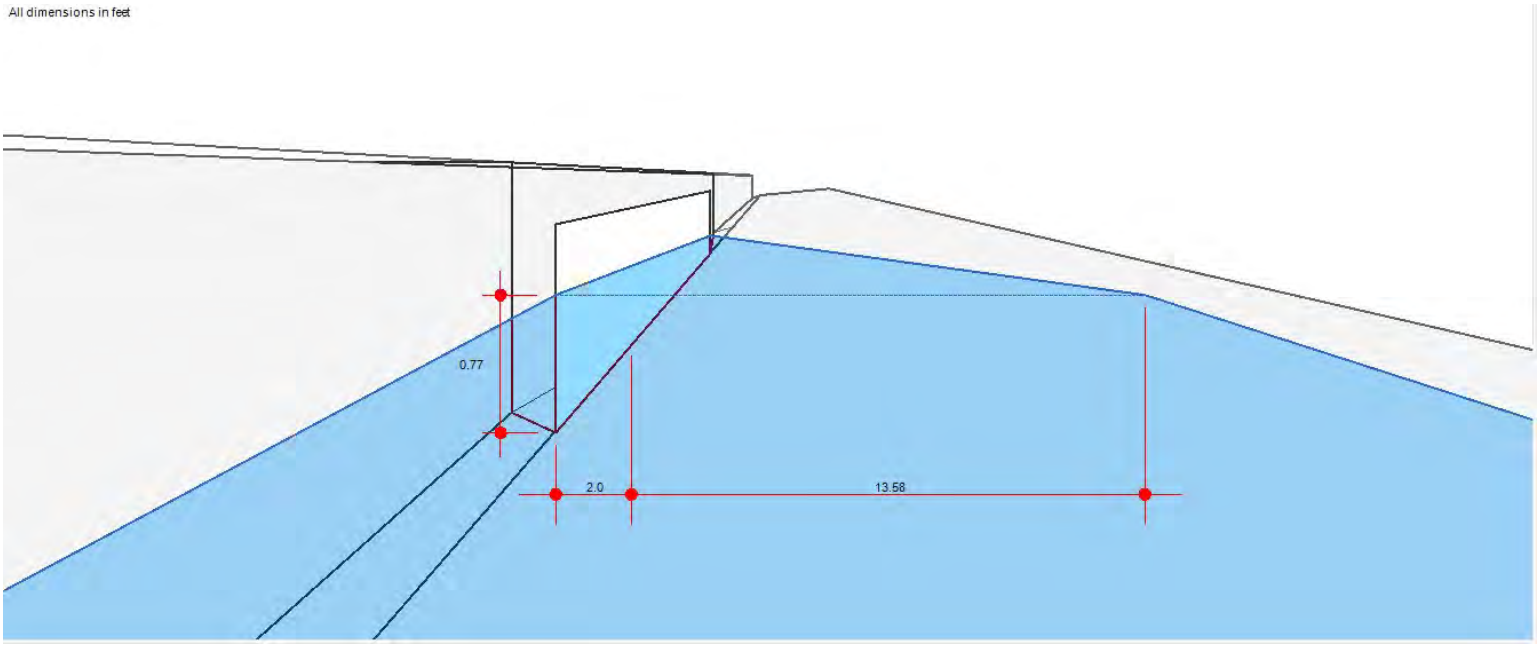
Slope, Sw (ft/ft)	=	0.083
Slope, Sx (ft/ft)	=	0.020
Local Depr (in)	=	4.00
Gutter Width (ft)	=	2.00
Gutter Slope (%)	=	0.10
Gutter n-value	=	0.013

Calculations

Compute by:		Known Q
Q (cfs)	=	3.41

Highlighted

Q Total (cfs)	=	3.41
Q Capt (cfs)	=	3.41
Q Bypass (cfs)	=	-0-
Depth at Inlet (in)	=	9.25
Efficiency (%)	=	100
Gutter Spread (ft)	=	15.58
Gutter Vel (ft/s)	=	1.34
Bypass Spread (ft)	=	-0-
Bypass Depth (in)	=	-0-



Inlet Report

V5 100YR

Curb Inlet

Location	=	On grade
Curb Length (ft)	=	7.00
Throat Height (in)	=	6.00
Grate Area (sqft)	=	-0-
Grate Width (ft)	=	-0-
Grate Length (ft)	=	-0-

Gutter

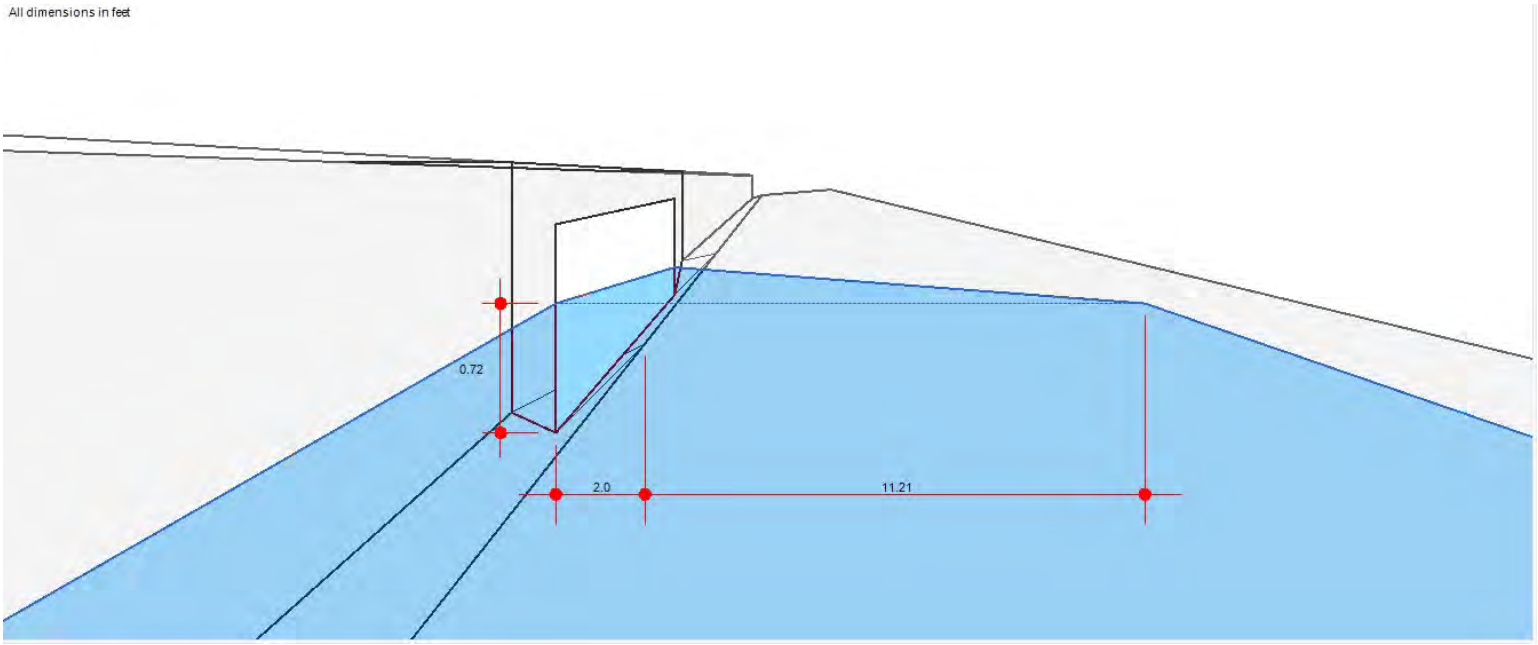
Slope, Sw (ft/ft)	=	0.083
Slope, Sx (ft/ft)	=	0.020
Local Depr (in)	=	4.00
Gutter Width (ft)	=	2.00
Gutter Slope (%)	=	0.10
Gutter n-value	=	0.013

Calculations

Compute by:		Known Q
Q (cfs)	=	2.29

Highlighted

Q Total (cfs)	=	2.29
Q Capt (cfs)	=	2.29
Q Bypass (cfs)	=	-0-
Depth at Inlet (in)	=	8.68
Efficiency (%)	=	100
Gutter Spread (ft)	=	13.21
Gutter Vel (ft/s)	=	1.22
Bypass Spread (ft)	=	-0-
Bypass Depth (in)	=	-0-



Inlet Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Thursday, May 16 2024

V6 100YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

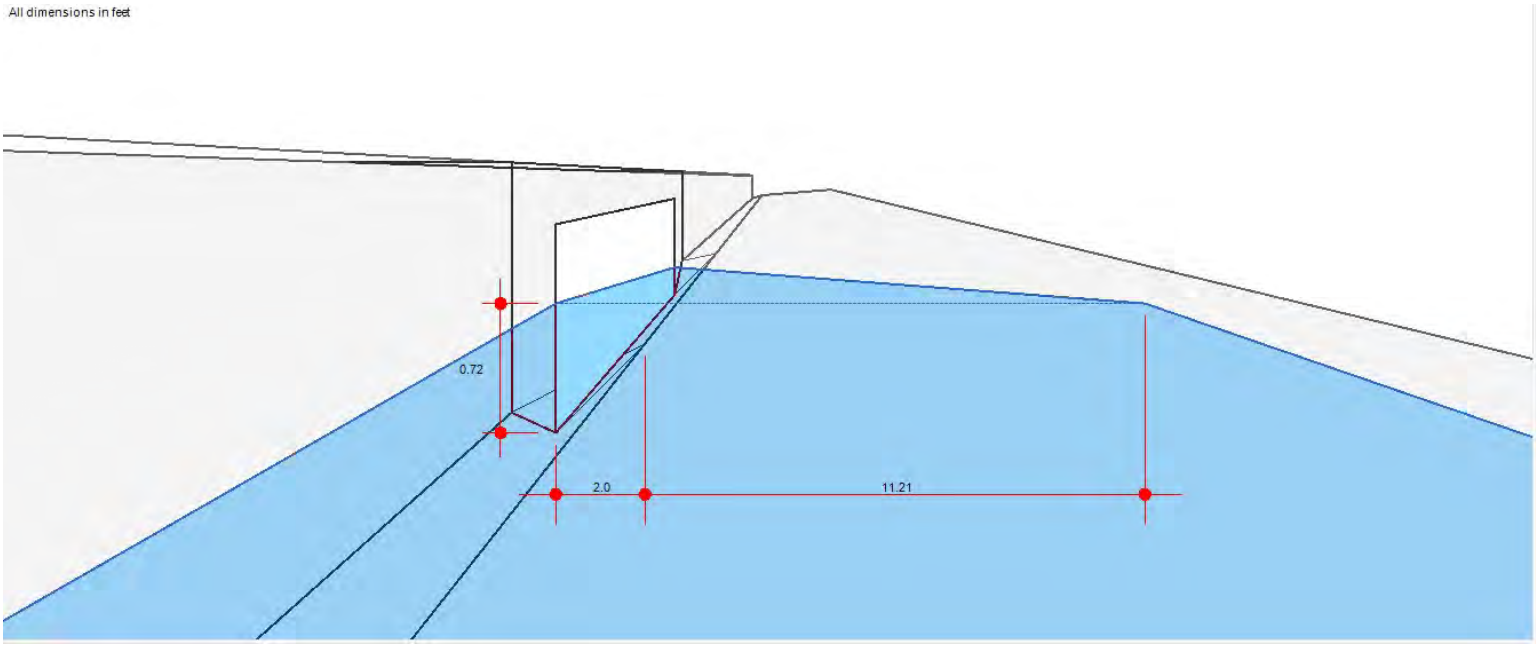
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 0.10
Gutter n-value	= 0.013

Calculations

Compute by:	Known Q
Q (cfs)	= 2.29

Highlighted

Q Total (cfs)	= 2.29
Q Capt (cfs)	= 2.29
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 8.68
Efficiency (%)	= 100
Gutter Spread (ft)	= 13.21
Gutter Vel (ft/s)	= 1.22
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

V7 100YR

Curb Inlet

Location	=	On grade
Curb Length (ft)	=	7.00
Throat Height (in)	=	6.00
Grate Area (sqft)	=	-0-
Grate Width (ft)	=	-0-
Grate Length (ft)	=	-0-

Gutter

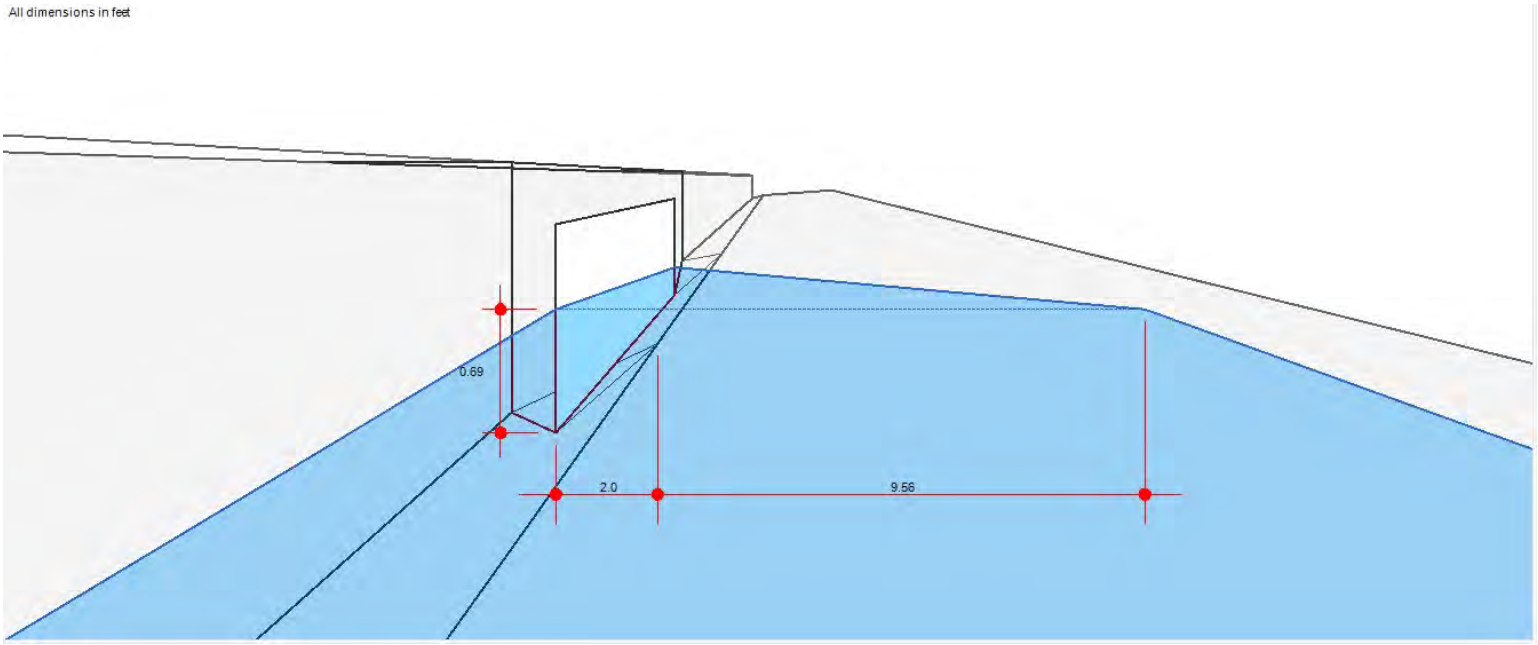
Slope, Sw (ft/ft)	=	0.083
Slope, Sx (ft/ft)	=	0.020
Local Depr (in)	=	4.00
Gutter Width (ft)	=	2.00
Gutter Slope (%)	=	0.10
Gutter n-value	=	0.013

Calculations

Compute by:		Known Q
Q (cfs)	=	1.68

Highlighted

Q Total (cfs)	=	1.68
Q Capt (cfs)	=	1.68
Q Bypass (cfs)	=	-0-
Depth at Inlet (in)	=	8.29
Efficiency (%)	=	100
Gutter Spread (ft)	=	11.56
Gutter Vel (ft/s)	=	1.15
Bypass Spread (ft)	=	-0-
Bypass Depth (in)	=	-0-



Inlet Report

V8 100YR

Curb Inlet

Location	=	On grade
Curb Length (ft)	=	7.00
Throat Height (in)	=	6.00
Grate Area (sqft)	=	-0-
Grate Width (ft)	=	-0-
Grate Length (ft)	=	-0-

Gutter

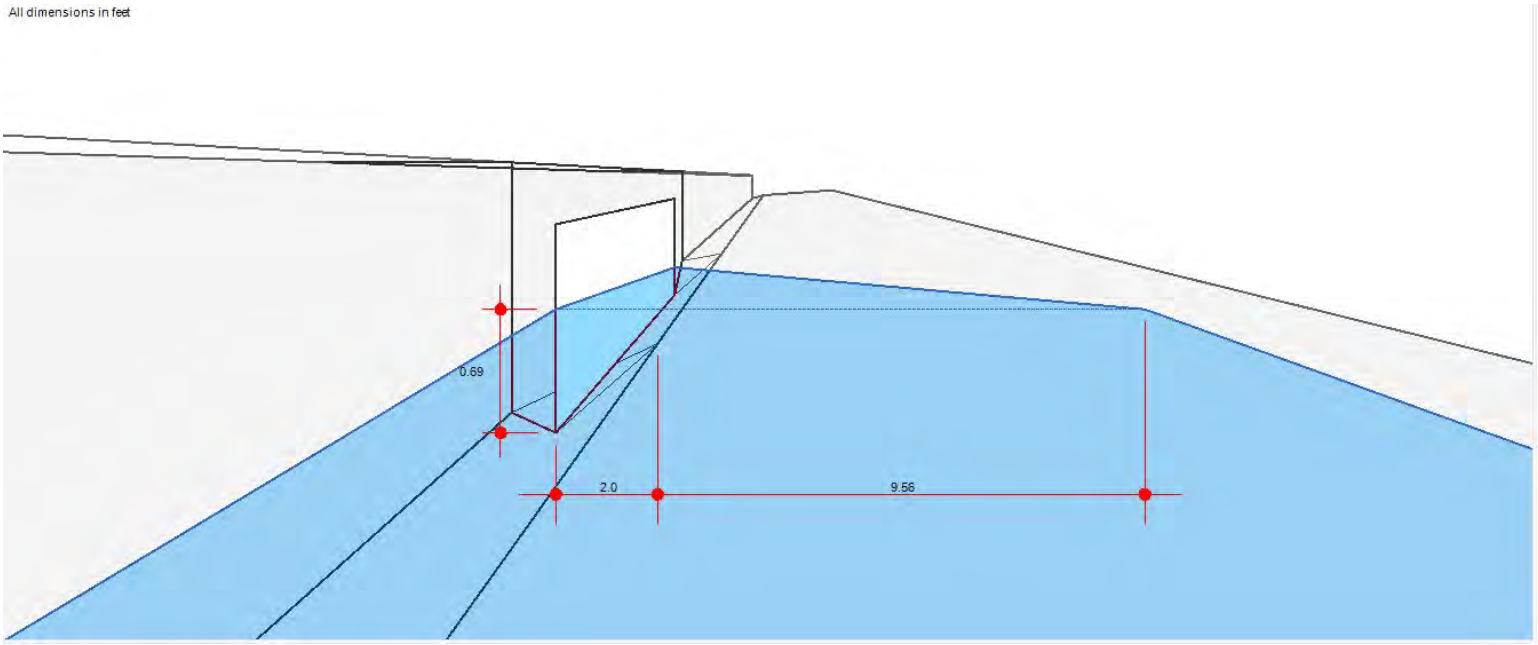
Slope, Sw (ft/ft)	=	0.083
Slope, Sx (ft/ft)	=	0.020
Local Depr (in)	=	4.00
Gutter Width (ft)	=	2.00
Gutter Slope (%)	=	0.10
Gutter n-value	=	0.013

Calculations

Compute by:		Known Q
Q (cfs)	=	1.68

Highlighted

Q Total (cfs)	=	1.68
Q Capt (cfs)	=	1.68
Q Bypass (cfs)	=	-0-
Depth at Inlet (in)	=	8.29
Efficiency (%)	=	100
Gutter Spread (ft)	=	11.56
Gutter Vel (ft/s)	=	1.15
Bypass Spread (ft)	=	-0-
Bypass Depth (in)	=	-0-



Inlet Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Friday, May 17 2024

R2 100YR

Curb Inlet

Location	= Sag
Curb Length (ft)	= 28.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

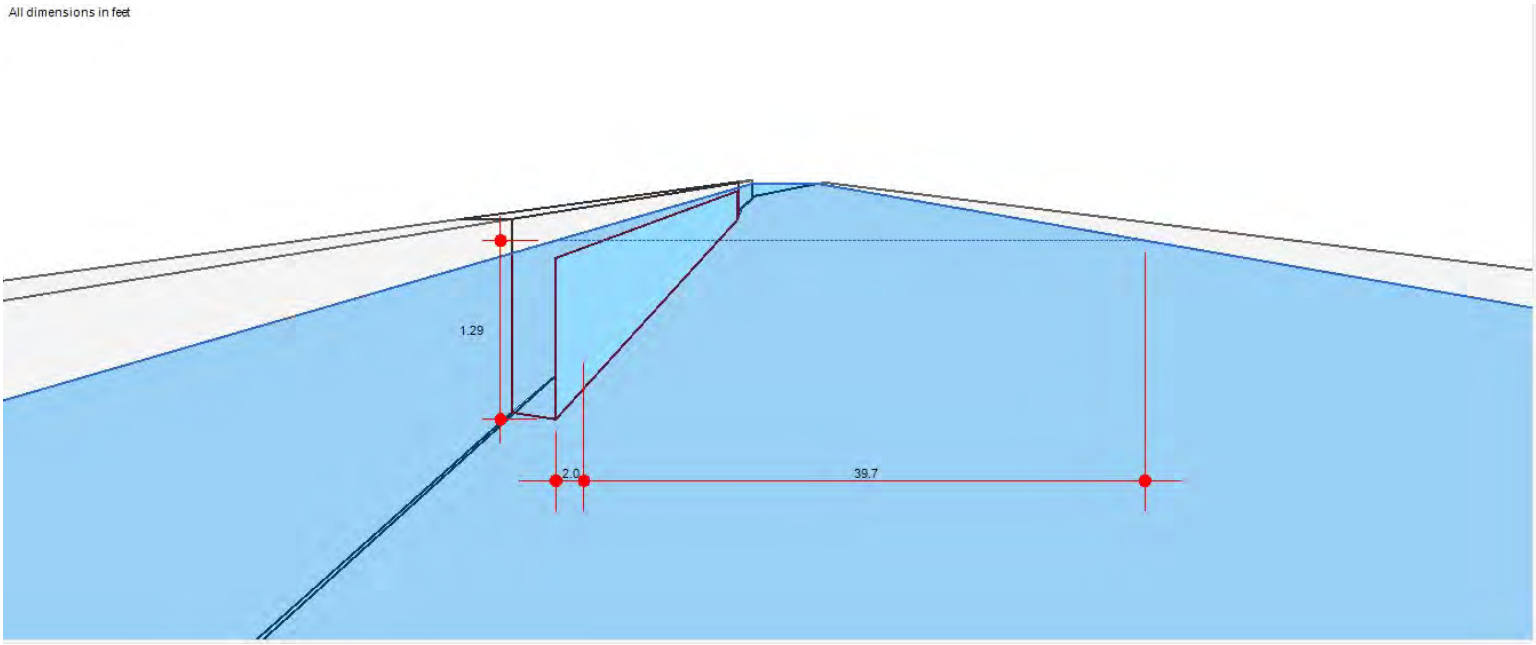
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= -0-
Gutter n-value	= -0-

Calculations

Compute by:	Known Q
Q (cfs)	= 55.36

Highlighted

Q Total (cfs)	= 55.36
Q Capt (cfs)	= 55.36
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 15.52
Efficiency (%)	= 100
Gutter Spread (ft)	= 41.70
Gutter Vel (ft/s)	= -0-
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Thursday, May 16 2024

F3 100YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

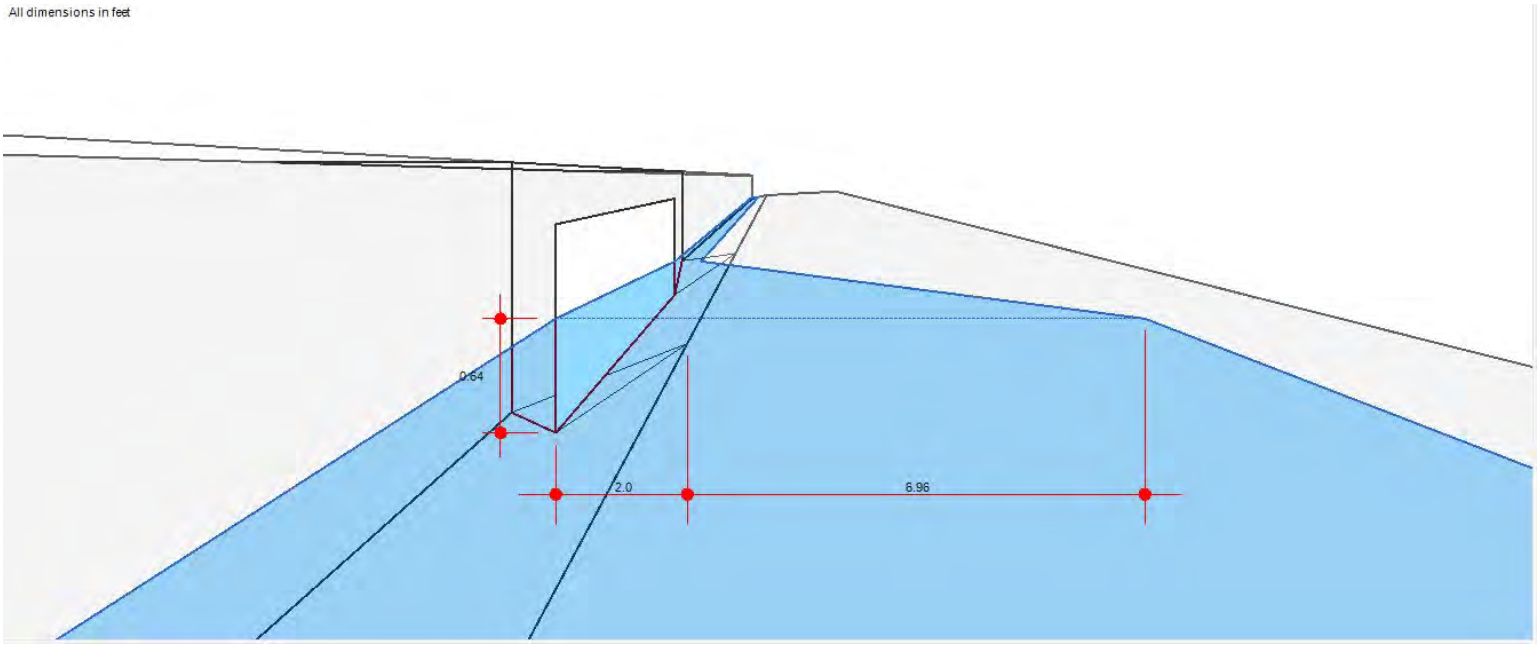
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 1.00
Gutter n-value	= 0.016

Calculations

Compute by:	Known Q
Q (cfs)	= 2.47

Highlighted

Q Total (cfs)	= 2.47
Q Capt (cfs)	= 2.43
Q Bypass (cfs)	= 0.04
Depth at Inlet (in)	= 7.66
Efficiency (%)	= 98
Gutter Spread (ft)	= 8.96
Gutter Vel (ft/s)	= 2.66
Bypass Spread (ft)	= 0.87
Bypass Depth (in)	= 0.86



Inlet Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Thursday, May 16 2024

C6 100YR

Curb Inlet

Location	=	On grade
Curb Length (ft)	=	7.00
Throat Height (in)	=	6.00
Grate Area (sqft)	=	-0-
Grate Width (ft)	=	-0-
Grate Length (ft)	=	-0-

Gutter

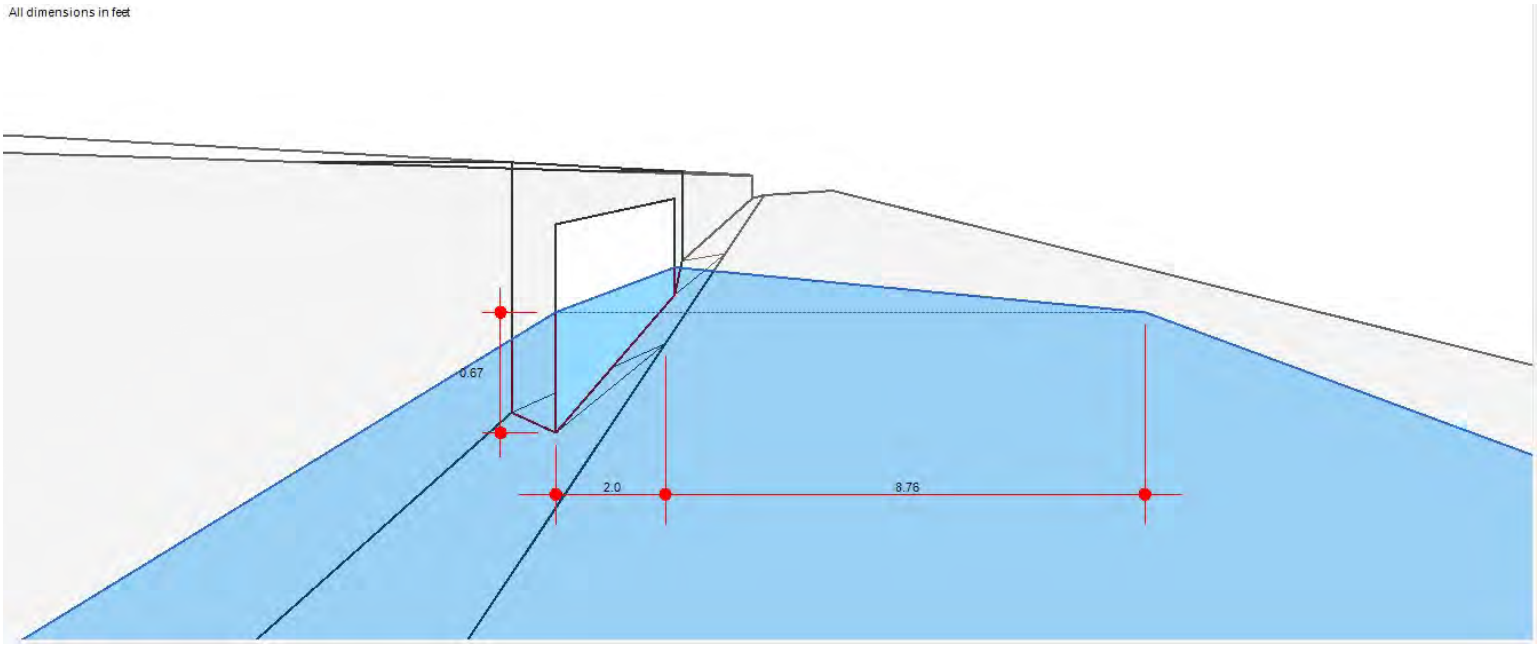
Slope, Sw (ft/ft)	=	0.083
Slope, Sx (ft/ft)	=	0.020
Local Depr (in)	=	4.00
Gutter Width (ft)	=	2.00
Gutter Slope (%)	=	0.30
Gutter n-value	=	0.016

Calculations

Compute by:		Known Q
Q (cfs)	=	2.01

Highlighted

Q Total (cfs)	=	2.01
Q Capt (cfs)	=	2.01
Q Bypass (cfs)	=	-0-
Depth at Inlet (in)	=	8.09
Efficiency (%)	=	100
Gutter Spread (ft)	=	10.76
Gutter Vel (ft/s)	=	1.57
Bypass Spread (ft)	=	-0-
Bypass Depth (in)	=	-0-



Inlet Report

C5 100YR

Curb Inlet

Location	=	On grade
Curb Length (ft)	=	7.00
Throat Height (in)	=	6.00
Grate Area (sqft)	=	-0-
Grate Width (ft)	=	-0-
Grate Length (ft)	=	-0-

Gutter

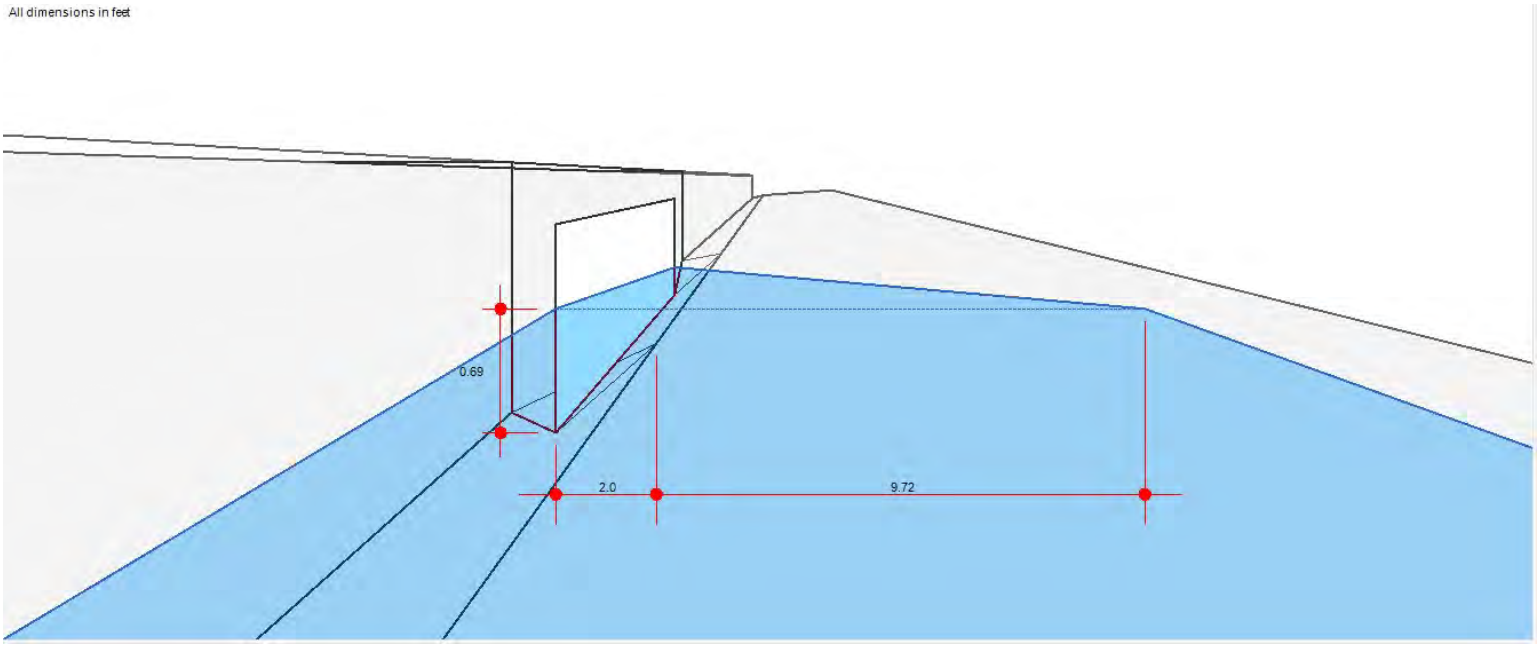
Slope, Sw (ft/ft)	=	0.083
Slope, Sx (ft/ft)	=	0.020
Local Depr (in)	=	4.00
Gutter Width (ft)	=	2.00
Gutter Slope (%)	=	0.20
Gutter n-value	=	0.016

Calculations

Compute by:		Known Q
Q (cfs)	=	1.99

Highlighted

Q Total (cfs)	=	1.99
Q Capt (cfs)	=	1.99
Q Bypass (cfs)	=	-0-
Depth at Inlet (in)	=	8.32
Efficiency (%)	=	100
Gutter Spread (ft)	=	11.72
Gutter Vel (ft/s)	=	1.33
Bypass Spread (ft)	=	-0-
Bypass Depth (in)	=	-0-



Inlet Report

F1 100YR

Curb Inlet

Location	= Sag
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

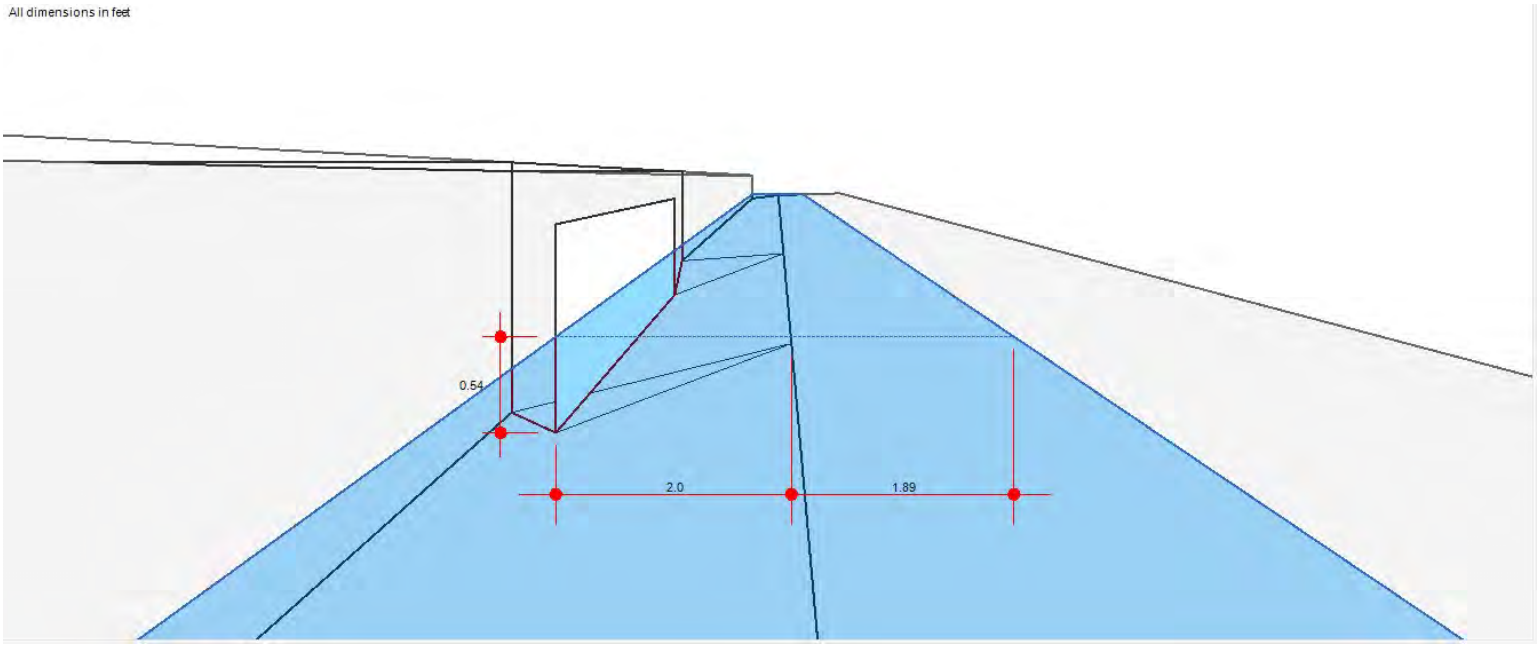
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= -0-
Gutter n-value	= -0-

Calculations

Compute by:	Known Q
Q (cfs)	= 0.53

Highlighted

Q Total (cfs)	= 0.53
Q Capt (cfs)	= 0.53
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 6.45
Efficiency (%)	= 100
Gutter Spread (ft)	= 3.89
Gutter Vel (ft/s)	= 1.33
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

F2 100YR

Curb Inlet

Location	= Sag
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

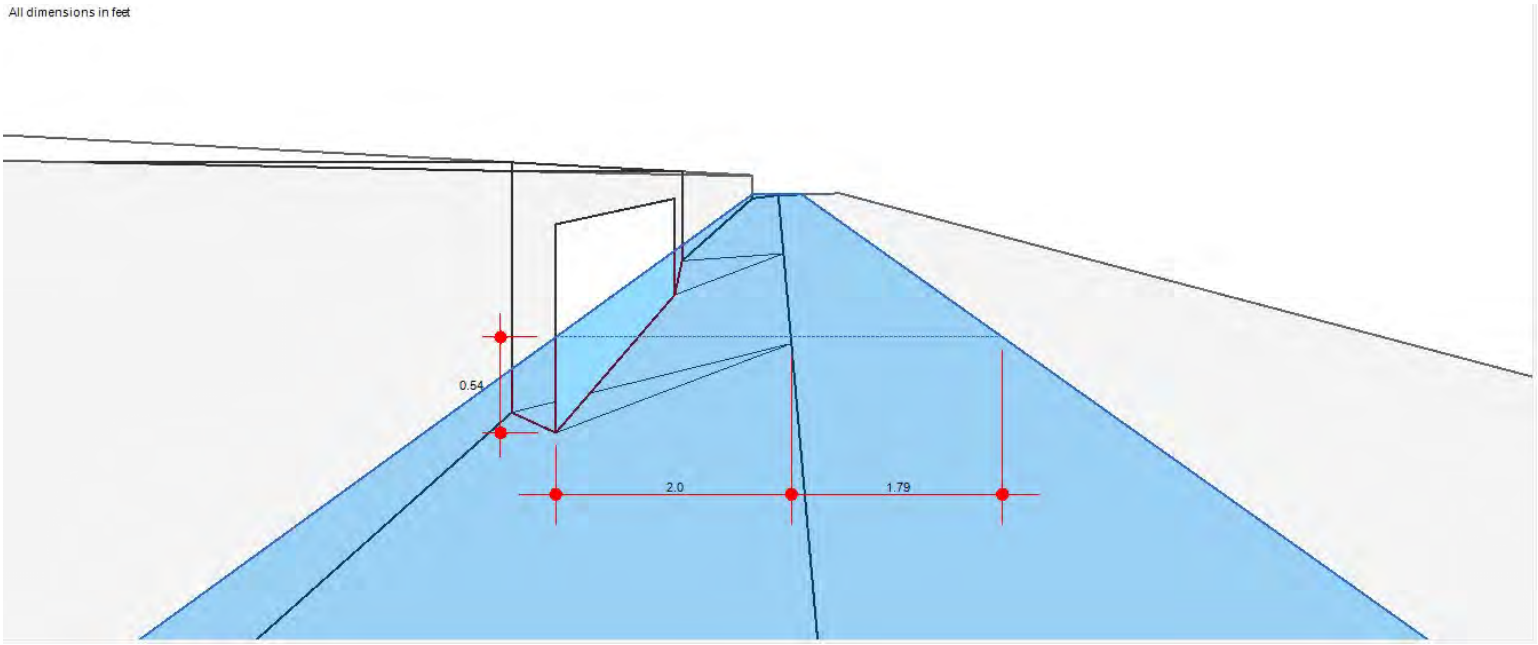
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= -0-
Gutter n-value	= -0-

Calculations

Compute by:	Known Q
Q (cfs)	= 0.51

Highlighted

Q Total (cfs)	= 0.51
Q Capt (cfs)	= 0.51
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 6.42
Efficiency (%)	= 100
Gutter Spread (ft)	= 3.79
Gutter Vel (ft/s)	= 1.33
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

E2 100YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

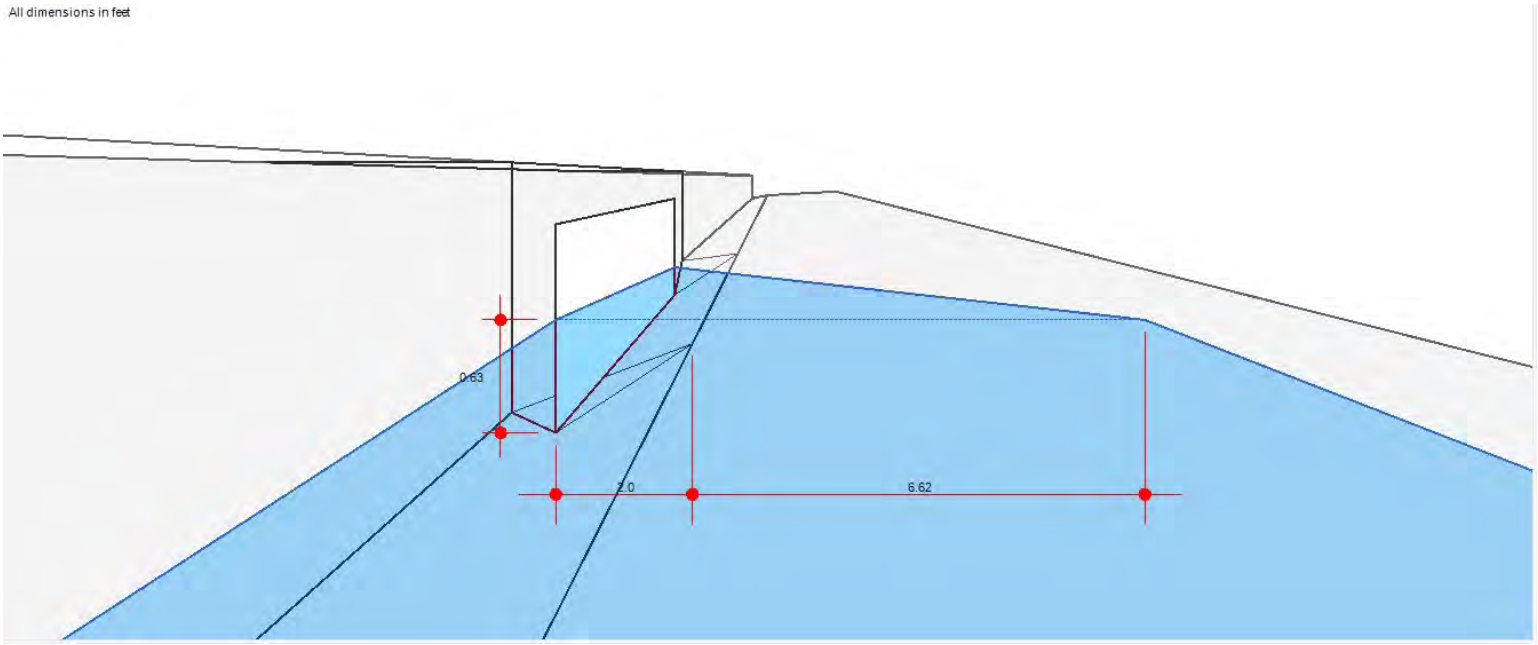
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 0.20
Gutter n-value	= 0.016

Calculations

Compute by:	Known Q
Q (cfs)	= 1.02

Highlighted

Q Total (cfs)	= 1.02
Q Capt (cfs)	= 1.02
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 7.58
Efficiency (%)	= 100
Gutter Spread (ft)	= 8.62
Gutter Vel (ft/s)	= 1.17
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Thursday, May 16 2024

E1 100YR

Curb Inlet

Location	=	On grade
Curb Length (ft)	=	7.00
Throat Height (in)	=	6.00
Grate Area (sqft)	=	-0-
Grate Width (ft)	=	-0-
Grate Length (ft)	=	-0-

Gutter

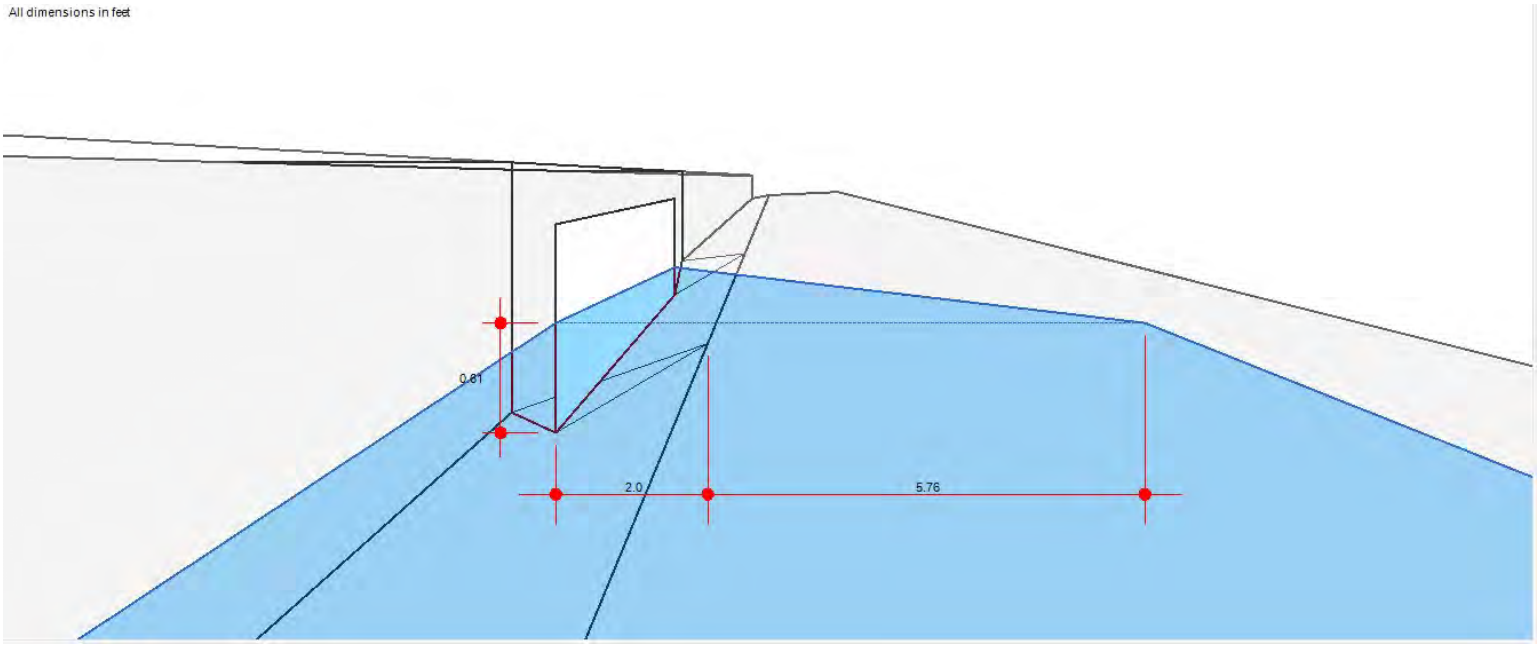
Slope, Sw (ft/ft)	=	0.083
Slope, Sx (ft/ft)	=	0.020
Local Depr (in)	=	4.00
Gutter Width (ft)	=	2.00
Gutter Slope (%)	=	0.30
Gutter n-value	=	0.016

Calculations

Compute by:		Known Q
Q (cfs)	=	1.01

Highlighted

Q Total (cfs)	=	1.01
Q Capt (cfs)	=	1.01
Q Bypass (cfs)	=	-0-
Depth at Inlet (in)	=	7.37
Efficiency (%)	=	100
Gutter Spread (ft)	=	7.76
Gutter Vel (ft/s)	=	1.39
Bypass Spread (ft)	=	-0-
Bypass Depth (in)	=	-0-



Inlet Report

E4 100YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

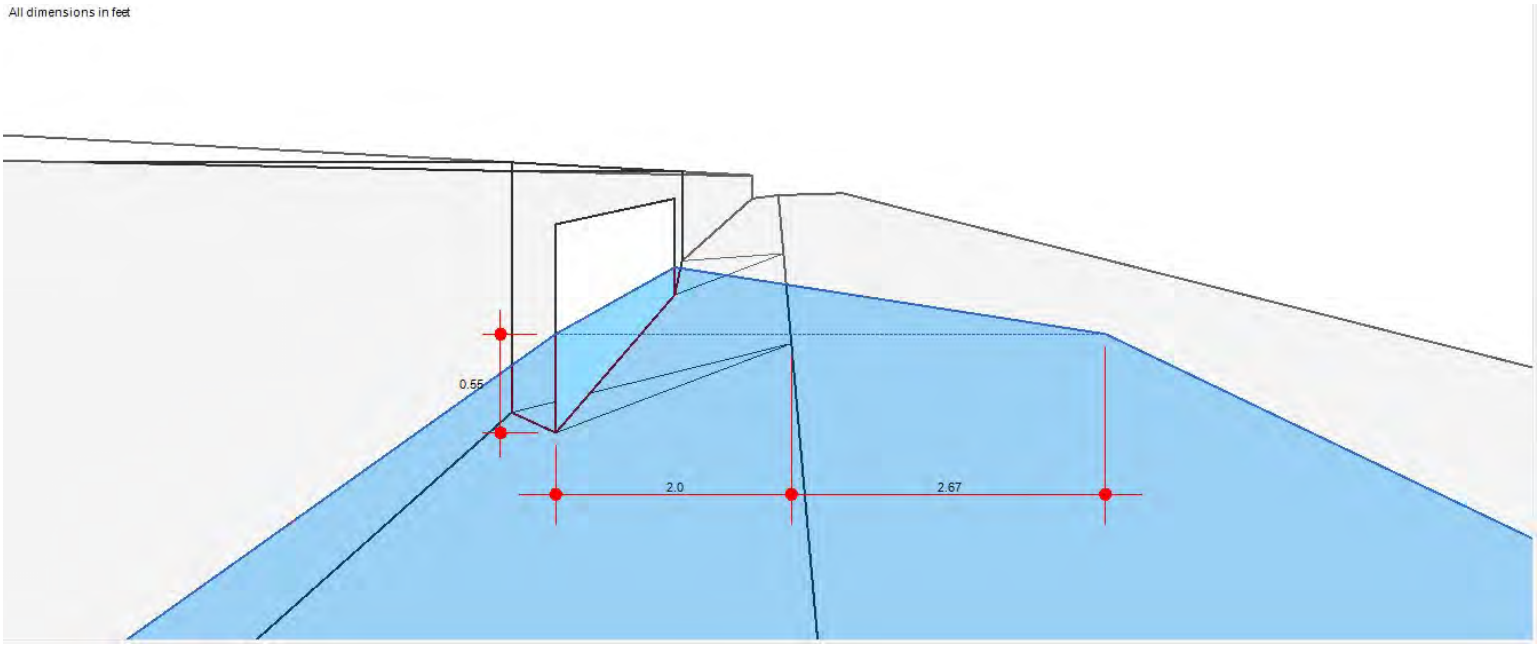
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 0.40
Gutter n-value	= 0.016

Calculations

Compute by:	Known Q
Q (cfs)	= 0.50

Highlighted

Q Total (cfs)	= 0.50
Q Capt (cfs)	= 0.50
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 6.63
Efficiency (%)	= 100
Gutter Spread (ft)	= 4.67
Gutter Vel (ft/s)	= 1.46
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

E3 100YR

Curb Inlet

Location	=	On grade
Curb Length (ft)	=	7.00
Throat Height (in)	=	6.00
Grate Area (sqft)	=	-0-
Grate Width (ft)	=	-0-
Grate Length (ft)	=	-0-

Gutter

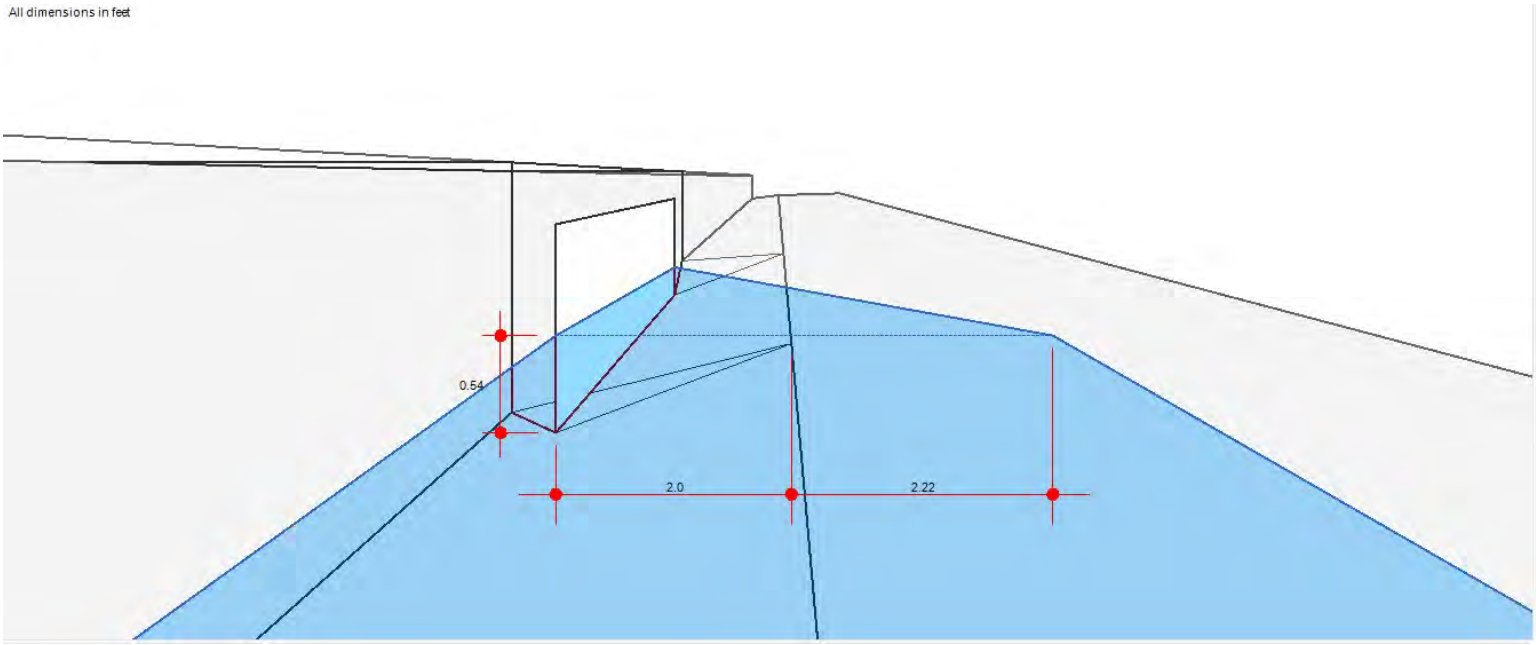
Slope, Sw (ft/ft)	=	0.083
Slope, Sx (ft/ft)	=	0.020
Local Depr (in)	=	4.00
Gutter Width (ft)	=	2.00
Gutter Slope (%)	=	0.50
Gutter n-value	=	0.016

Calculations

Compute by:		Known Q
Q (cfs)	=	0.49

Highlighted

Q Total (cfs)	=	0.49
Q Capt (cfs)	=	0.49
Q Bypass (cfs)	=	-0-
Depth at Inlet (in)	=	6.52
Efficiency (%)	=	100
Gutter Spread (ft)	=	4.22
Gutter Vel (ft/s)	=	1.61
Bypass Spread (ft)	=	-0-
Bypass Depth (in)	=	-0-



Inlet Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Thursday, May 16 2024

C2 100YR

Curb Inlet

Location	=	On grade
Curb Length (ft)	=	7.00
Throat Height (in)	=	6.00
Grate Area (sqft)	=	-0-
Grate Width (ft)	=	-0-
Grate Length (ft)	=	-0-

Gutter

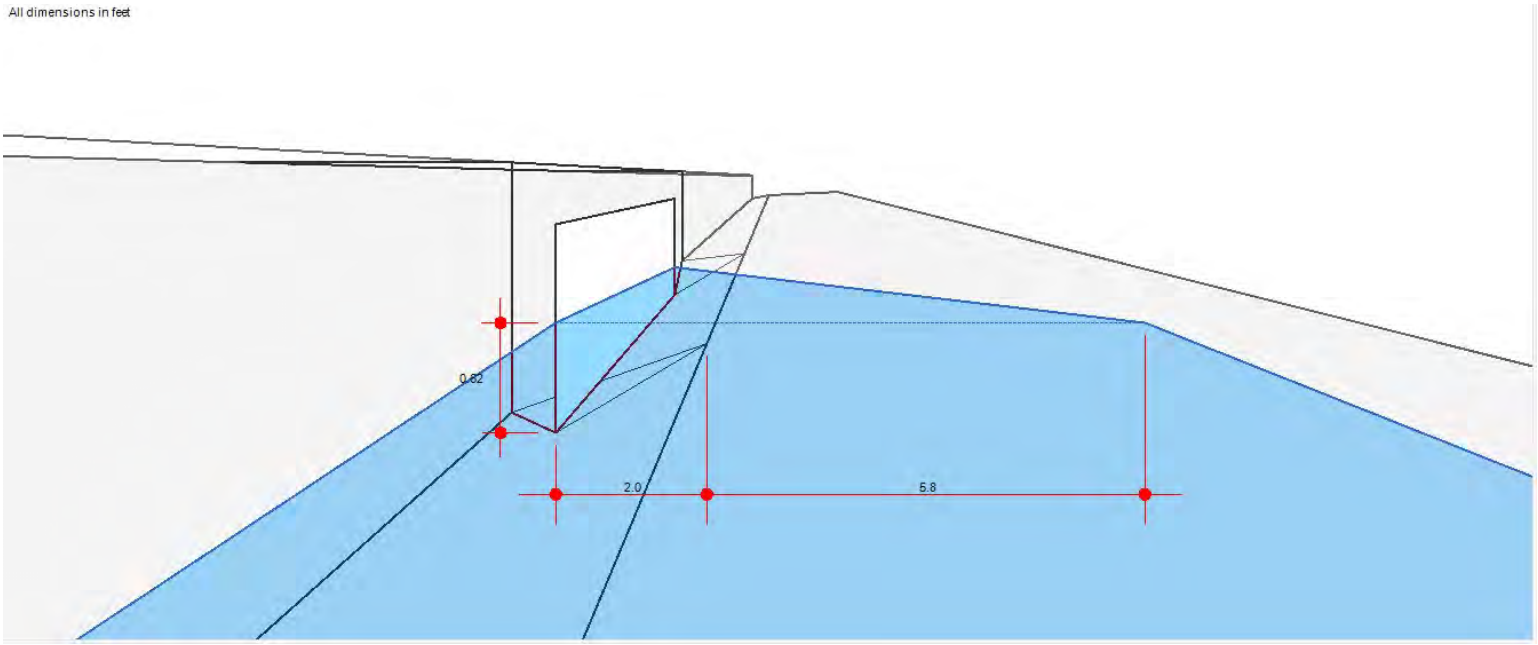
Slope, Sw (ft/ft)	=	0.083
Slope, Sx (ft/ft)	=	0.020
Local Depr (in)	=	4.00
Gutter Width (ft)	=	2.00
Gutter Slope (%)	=	0.50
Gutter n-value	=	0.016

Calculations

Compute by:		Known Q
Q (cfs)	=	1.32

Highlighted

Q Total (cfs)	=	1.32
Q Capt (cfs)	=	1.32
Q Bypass (cfs)	=	-0-
Depth at Inlet (in)	=	7.38
Efficiency (%)	=	100
Gutter Spread (ft)	=	7.80
Gutter Vel (ft/s)	=	1.80
Bypass Spread (ft)	=	-0-
Bypass Depth (in)	=	-0-



Inlet Report

C1 100YR

Curb Inlet

Location	=	On grade
Curb Length (ft)	=	7.00
Throat Height (in)	=	6.00
Grate Area (sqft)	=	-0-
Grate Width (ft)	=	-0-
Grate Length (ft)	=	-0-

Gutter

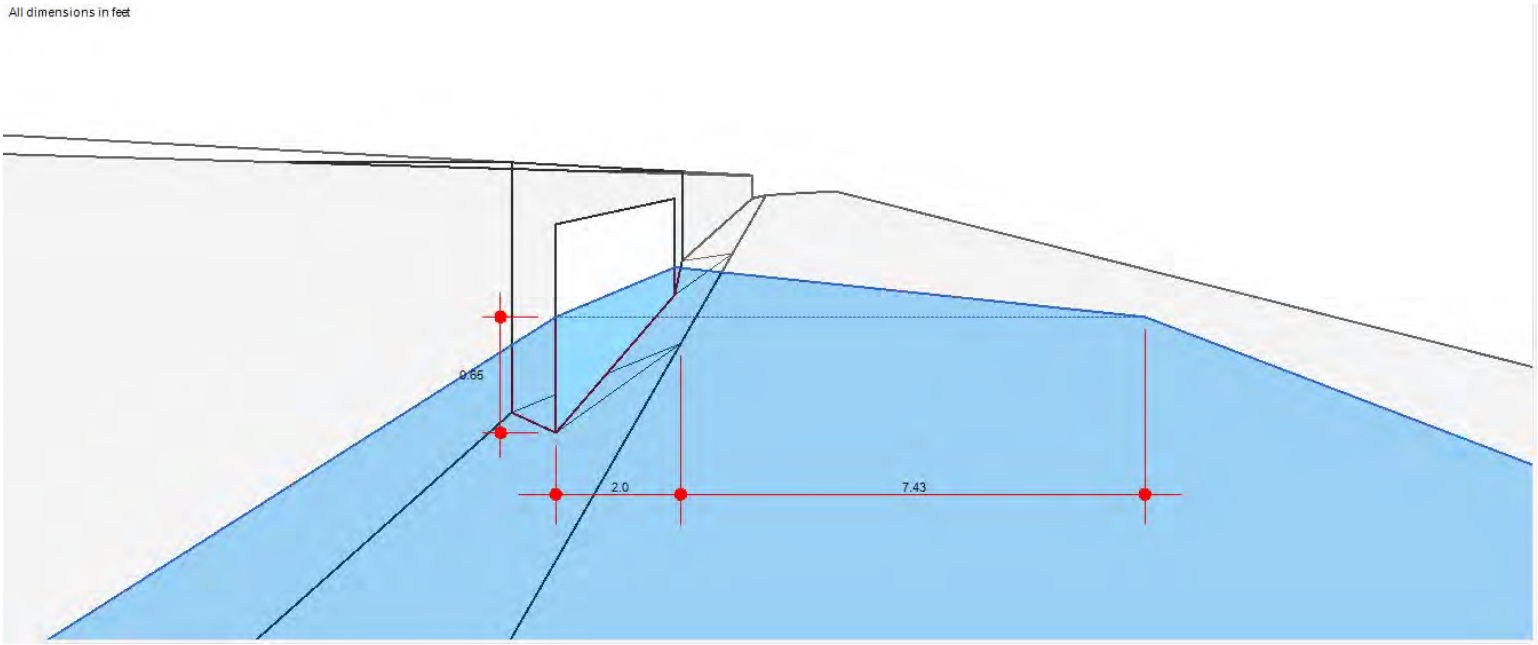
Slope, Sw (ft/ft)	=	0.083
Slope, Sx (ft/ft)	=	0.020
Local Depr (in)	=	4.00
Gutter Width (ft)	=	2.00
Gutter Slope (%)	=	0.20
Gutter n-value	=	0.016

Calculations

Compute by:		Known Q
Q (cfs)	=	1.23

Highlighted

Q Total (cfs)	=	1.23
Q Capt (cfs)	=	1.23
Q Bypass (cfs)	=	-0-
Depth at Inlet (in)	=	7.78
Efficiency (%)	=	100
Gutter Spread (ft)	=	9.43
Gutter Vel (ft/s)	=	1.21
Bypass Spread (ft)	=	-0-
Bypass Depth (in)	=	-0-



Inlet Report

C4 100YR

Curb Inlet

Location	=	On grade
Curb Length (ft)	=	7.00
Throat Height (in)	=	6.00
Grate Area (sqft)	=	-0-
Grate Width (ft)	=	-0-
Grate Length (ft)	=	-0-

Gutter

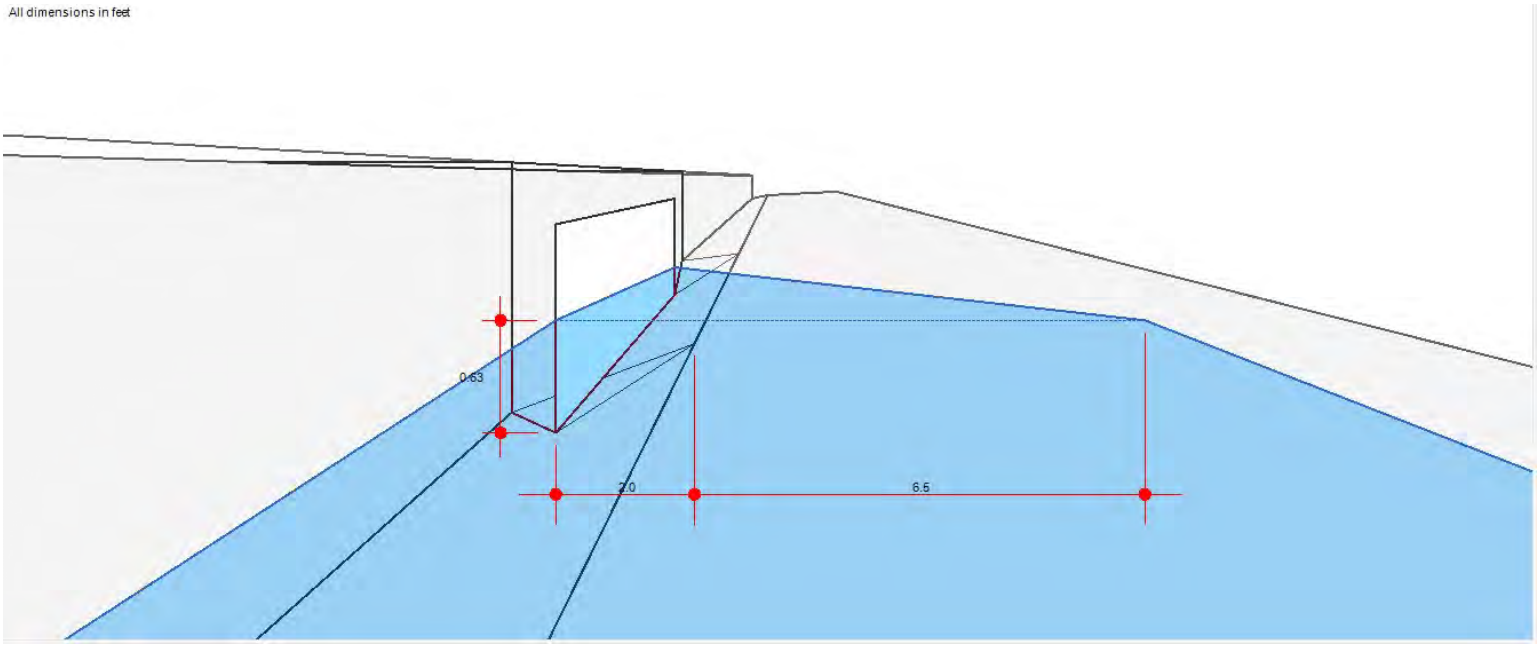
Slope, Sw (ft/ft)	=	0.083
Slope, Sx (ft/ft)	=	0.020
Local Depr (in)	=	4.00
Gutter Width (ft)	=	2.00
Gutter Slope (%)	=	0.40
Gutter n-value	=	0.016

Calculations

Compute by:		Known Q
Q (cfs)	=	1.40

Highlighted

Q Total (cfs)	=	1.40
Q Capt (cfs)	=	1.40
Q Bypass (cfs)	=	-0-
Depth at Inlet (in)	=	7.55
Efficiency (%)	=	100
Gutter Spread (ft)	=	8.50
Gutter Vel (ft/s)	=	1.65
Bypass Spread (ft)	=	-0-
Bypass Depth (in)	=	-0-



Inlet Report

C3 100YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

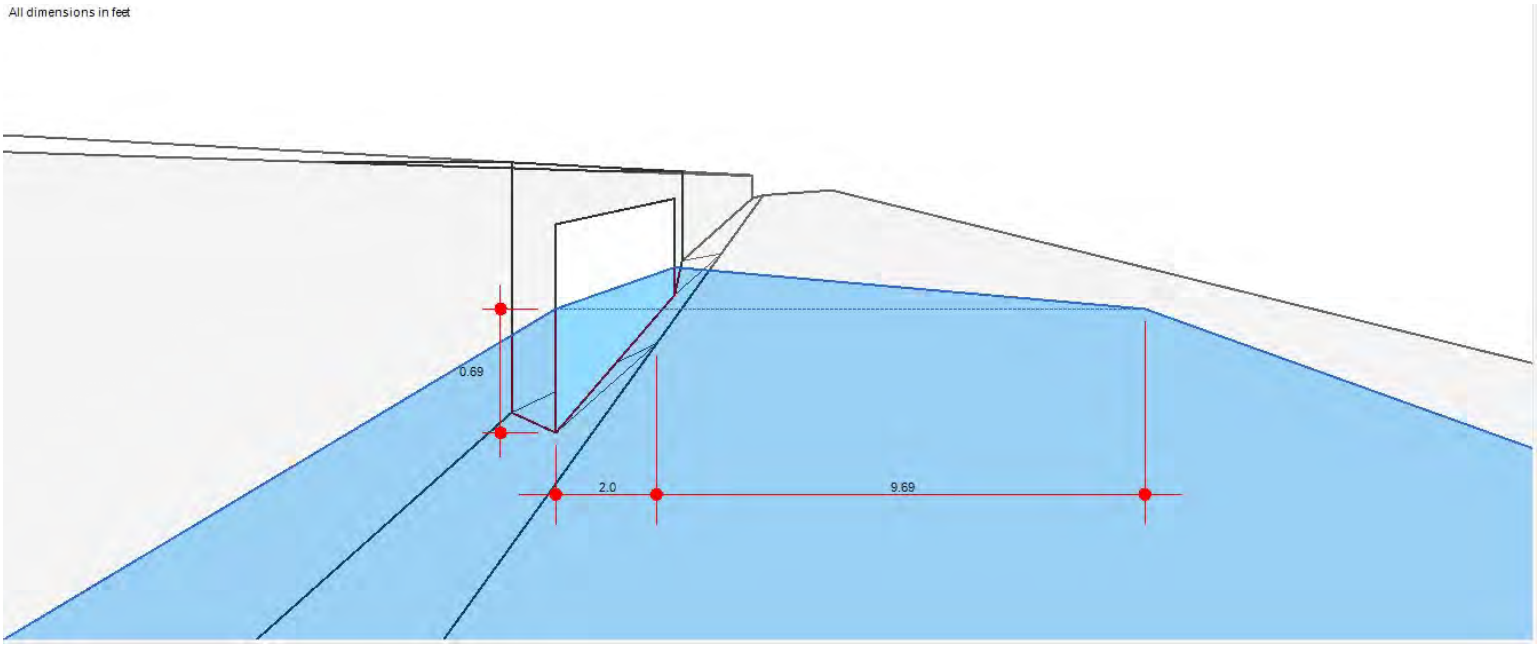
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 0.10
Gutter n-value	= 0.016

Calculations

Compute by:	Known Q
Q (cfs)	= 1.40

Highlighted

Q Total (cfs)	= 1.40
Q Capt (cfs)	= 1.40
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 8.32
Efficiency (%)	= 100
Gutter Spread (ft)	= 11.69
Gutter Vel (ft/s)	= 0.94
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

A9 100YR

Curb Inlet

Location	=	On grade
Curb Length (ft)	=	7.00
Throat Height (in)	=	6.00
Grate Area (sqft)	=	-0-
Grate Width (ft)	=	-0-
Grate Length (ft)	=	-0-

Gutter

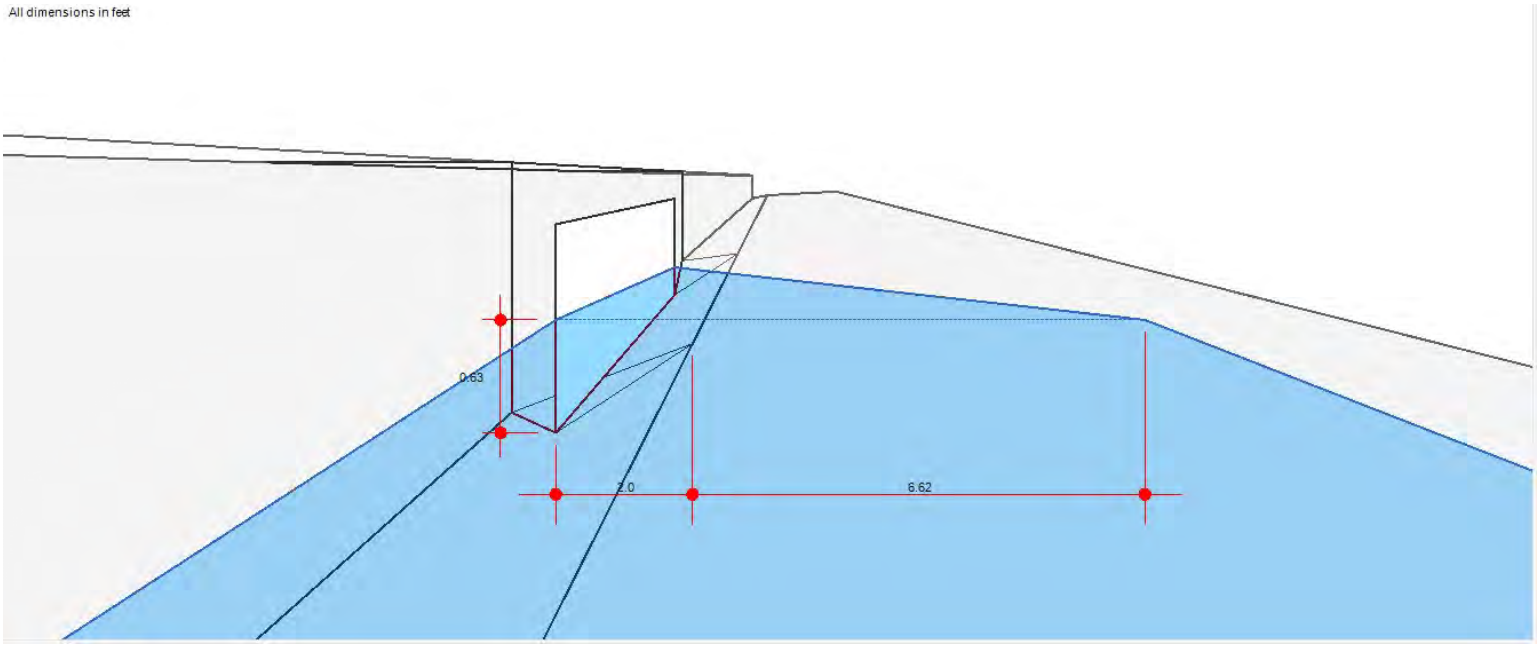
Slope, Sw (ft/ft)	=	0.083
Slope, Sx (ft/ft)	=	0.020
Local Depr (in)	=	4.00
Gutter Width (ft)	=	2.00
Gutter Slope (%)	=	0.10
Gutter n-value	=	0.016

Calculations

Compute by:		Known Q
Q (cfs)	=	0.72

Highlighted

Q Total (cfs)	=	0.72
Q Capt (cfs)	=	0.72
Q Bypass (cfs)	=	-0-
Depth at Inlet (in)	=	7.58
Efficiency (%)	=	100
Gutter Spread (ft)	=	8.62
Gutter Vel (ft/s)	=	0.83
Bypass Spread (ft)	=	-0-
Bypass Depth (in)	=	-0-



Inlet Report

A10 100YR

Curb Inlet

Location	=	On grade
Curb Length (ft)	=	7.00
Throat Height (in)	=	6.00
Grate Area (sqft)	=	-0-
Grate Width (ft)	=	-0-
Grate Length (ft)	=	-0-

Gutter

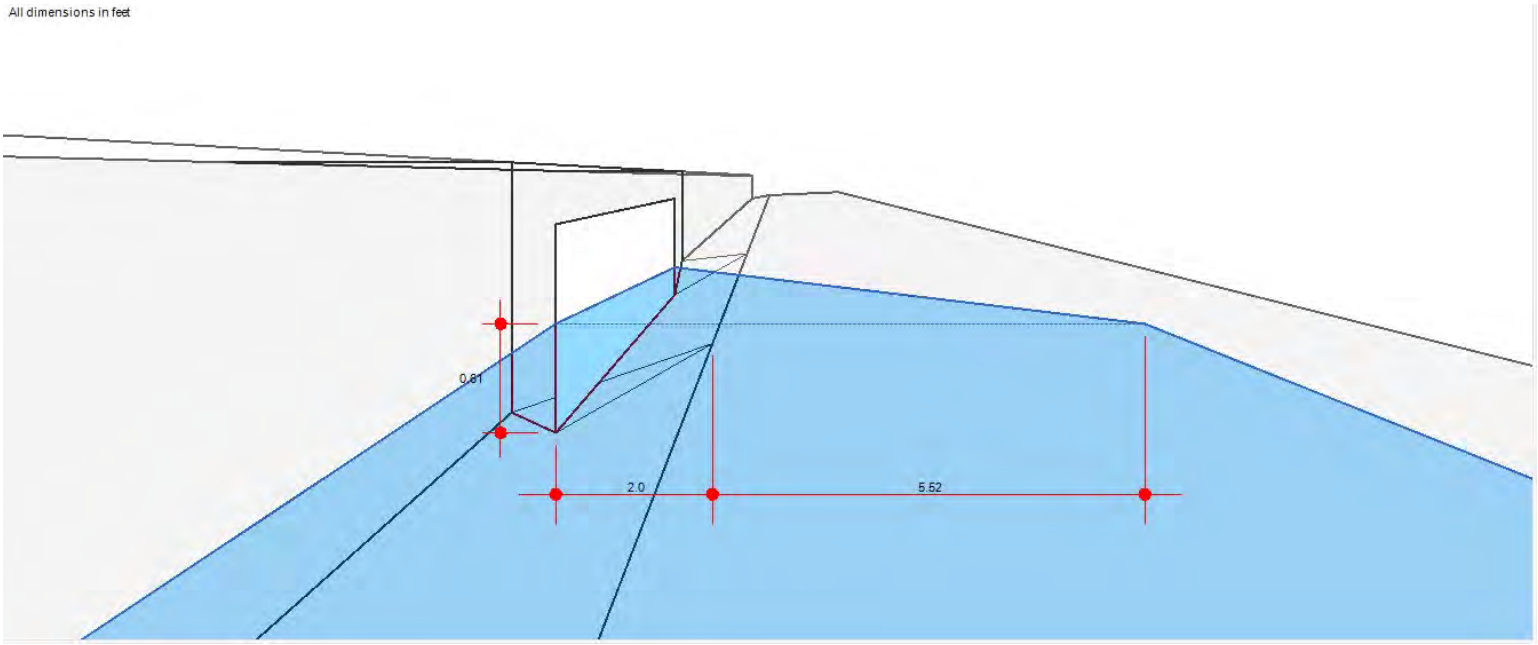
Slope, Sw (ft/ft)	=	0.083
Slope, Sx (ft/ft)	=	0.020
Local Depr (in)	=	4.00
Gutter Width (ft)	=	2.00
Gutter Slope (%)	=	0.10
Gutter n-value	=	0.016

Calculations

Compute by:		Known Q
Q (cfs)	=	0.55

Highlighted

Q Total (cfs)	=	0.55
Q Capt (cfs)	=	0.55
Q Bypass (cfs)	=	-0-
Depth at Inlet (in)	=	7.32
Efficiency (%)	=	100
Gutter Spread (ft)	=	7.52
Gutter Vel (ft/s)	=	0.80
Bypass Spread (ft)	=	-0-
Bypass Depth (in)	=	-0-



Inlet Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Thursday, May 16 2024

A7 100YR

Curb Inlet

Location	=	On grade
Curb Length (ft)	=	7.00
Throat Height (in)	=	6.00
Grate Area (sqft)	=	-0-
Grate Width (ft)	=	-0-
Grate Length (ft)	=	-0-

Gutter

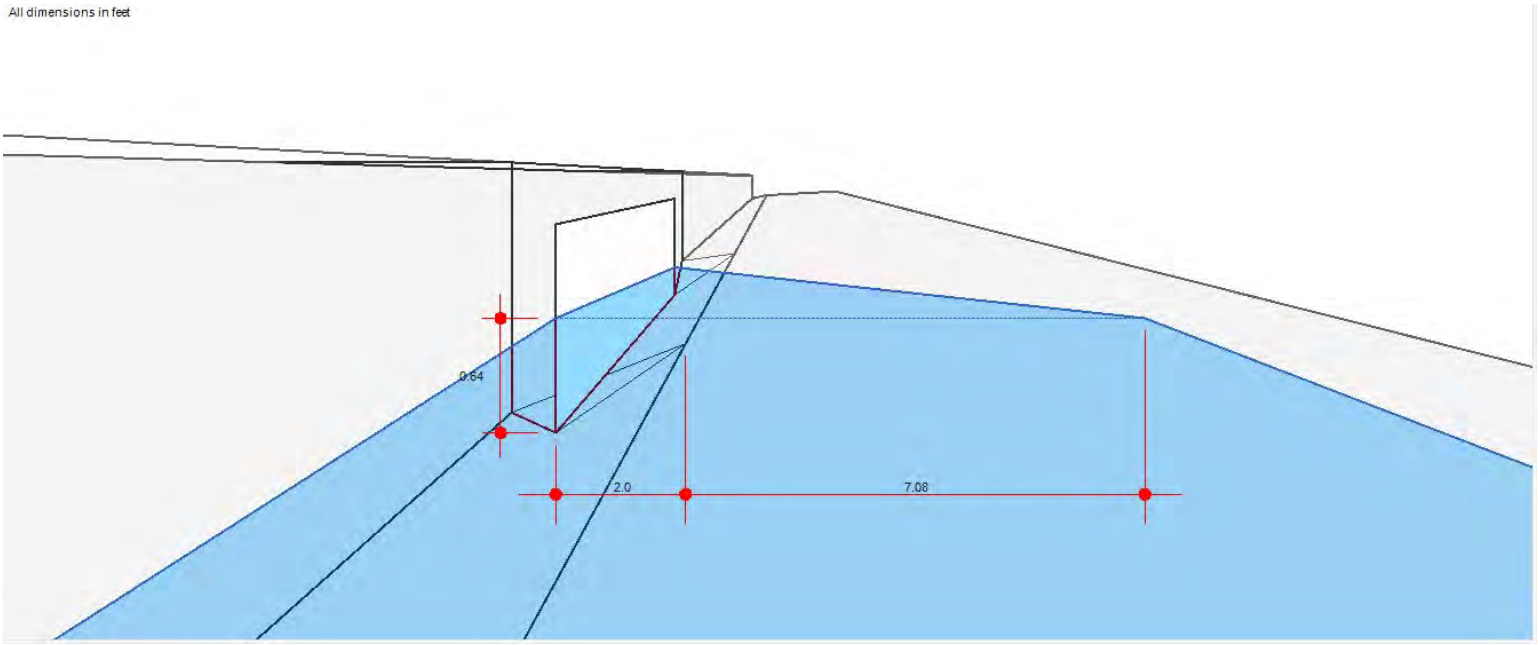
Slope, Sw (ft/ft)	=	0.083
Slope, Sx (ft/ft)	=	0.020
Local Depr (in)	=	4.00
Gutter Width (ft)	=	2.00
Gutter Slope (%)	=	0.30
Gutter n-value	=	0.016

Calculations

Compute by:		Known Q
Q (cfs)	=	1.39

Highlighted

Q Total (cfs)	=	1.39
Q Capt (cfs)	=	1.39
Q Bypass (cfs)	=	-0-
Depth at Inlet (in)	=	7.69
Efficiency (%)	=	100
Gutter Spread (ft)	=	9.08
Gutter Vel (ft/s)	=	1.46
Bypass Spread (ft)	=	-0-
Bypass Depth (in)	=	-0-



Inlet Report

A8 100YR

Curb Inlet

Location	=	On grade
Curb Length (ft)	=	7.00
Throat Height (in)	=	6.00
Grate Area (sqft)	=	-0-
Grate Width (ft)	=	-0-
Grate Length (ft)	=	-0-

Gutter

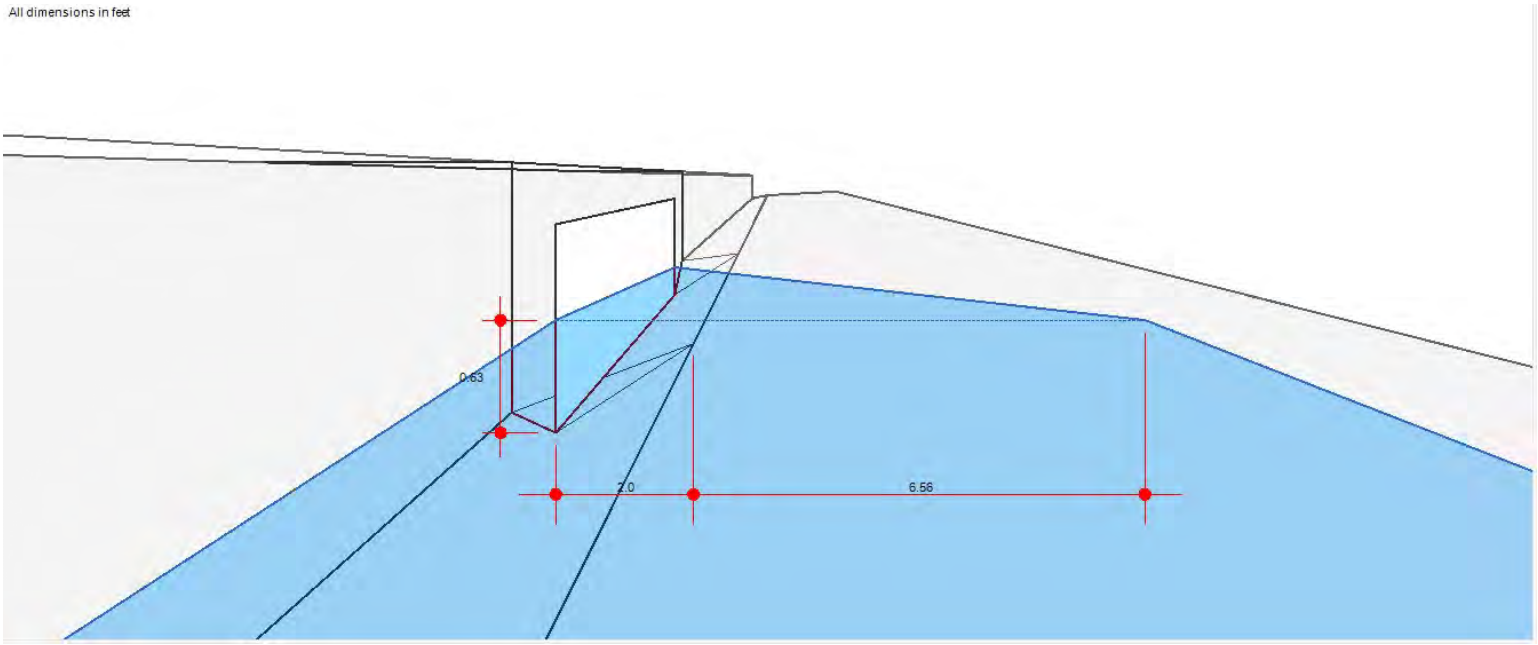
Slope, Sw (ft/ft)	=	0.083
Slope, Sx (ft/ft)	=	0.020
Local Depr (in)	=	4.00
Gutter Width (ft)	=	2.00
Gutter Slope (%)	=	0.40
Gutter n-value	=	0.016

Calculations

Compute by:		Known Q
Q (cfs)	=	1.42

Highlighted

Q Total (cfs)	=	1.42
Q Capt (cfs)	=	1.42
Q Bypass (cfs)	=	-0-
Depth at Inlet (in)	=	7.57
Efficiency (%)	=	100
Gutter Spread (ft)	=	8.56
Gutter Vel (ft/s)	=	1.66
Bypass Spread (ft)	=	-0-
Bypass Depth (in)	=	-0-



Inlet Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Thursday, May 16 2024

A11 100YR

Curb Inlet

Location	=	On grade
Curb Length (ft)	=	7.00
Throat Height (in)	=	6.00
Grate Area (sqft)	=	-0-
Grate Width (ft)	=	-0-
Grate Length (ft)	=	-0-

Gutter

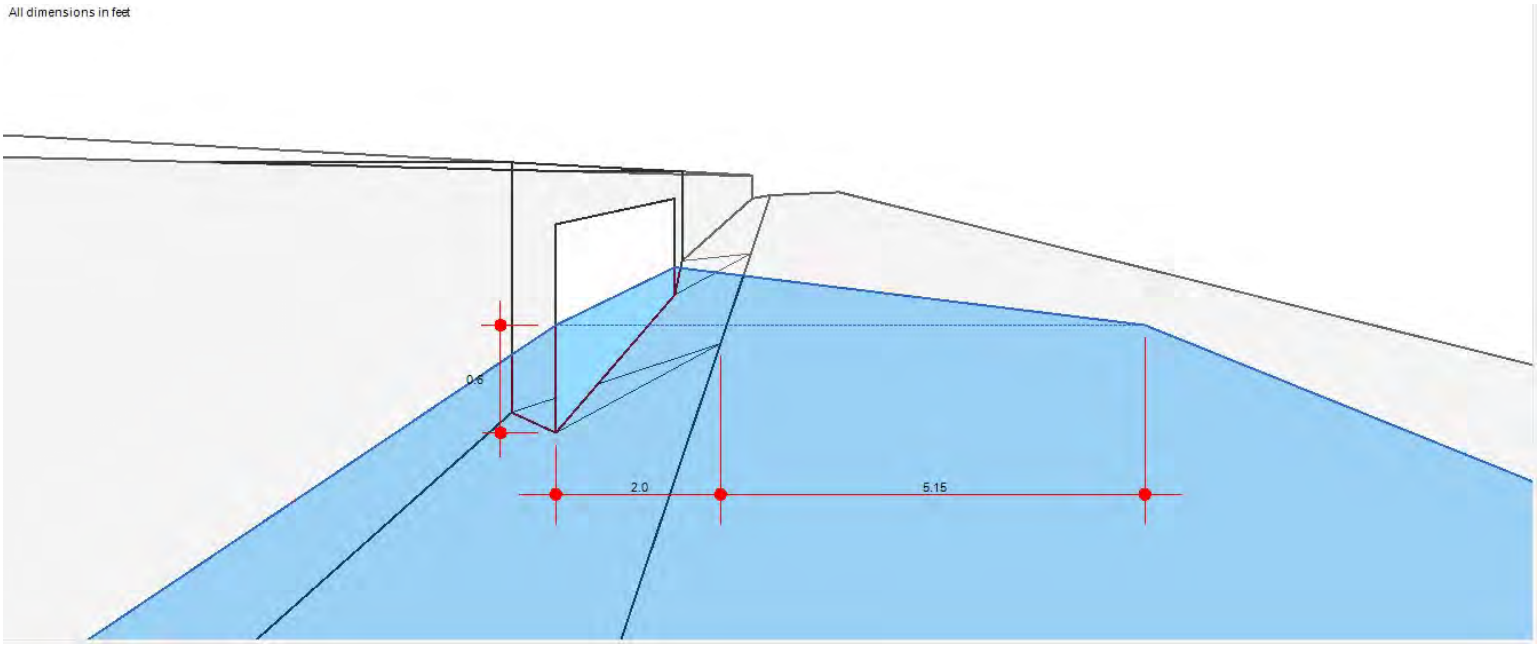
Slope, Sw (ft/ft)	=	0.083
Slope, Sx (ft/ft)	=	0.020
Local Depr (in)	=	4.00
Gutter Width (ft)	=	2.00
Gutter Slope (%)	=	0.90
Gutter n-value	=	0.016

Calculations

Compute by:		Known Q
Q (cfs)	=	1.50

Highlighted

Q Total (cfs)	=	1.50
Q Capt (cfs)	=	1.50
Q Bypass (cfs)	=	-0-
Depth at Inlet (in)	=	7.23
Efficiency (%)	=	100
Gutter Spread (ft)	=	7.15
Gutter Vel (ft/s)	=	2.35
Bypass Spread (ft)	=	-0-
Bypass Depth (in)	=	-0-



Inlet Report

B5 100YR

Curb Inlet

Location	=	On grade
Curb Length (ft)	=	7.00
Throat Height (in)	=	6.00
Grate Area (sqft)	=	-0-
Grate Width (ft)	=	-0-
Grate Length (ft)	=	-0-

Gutter

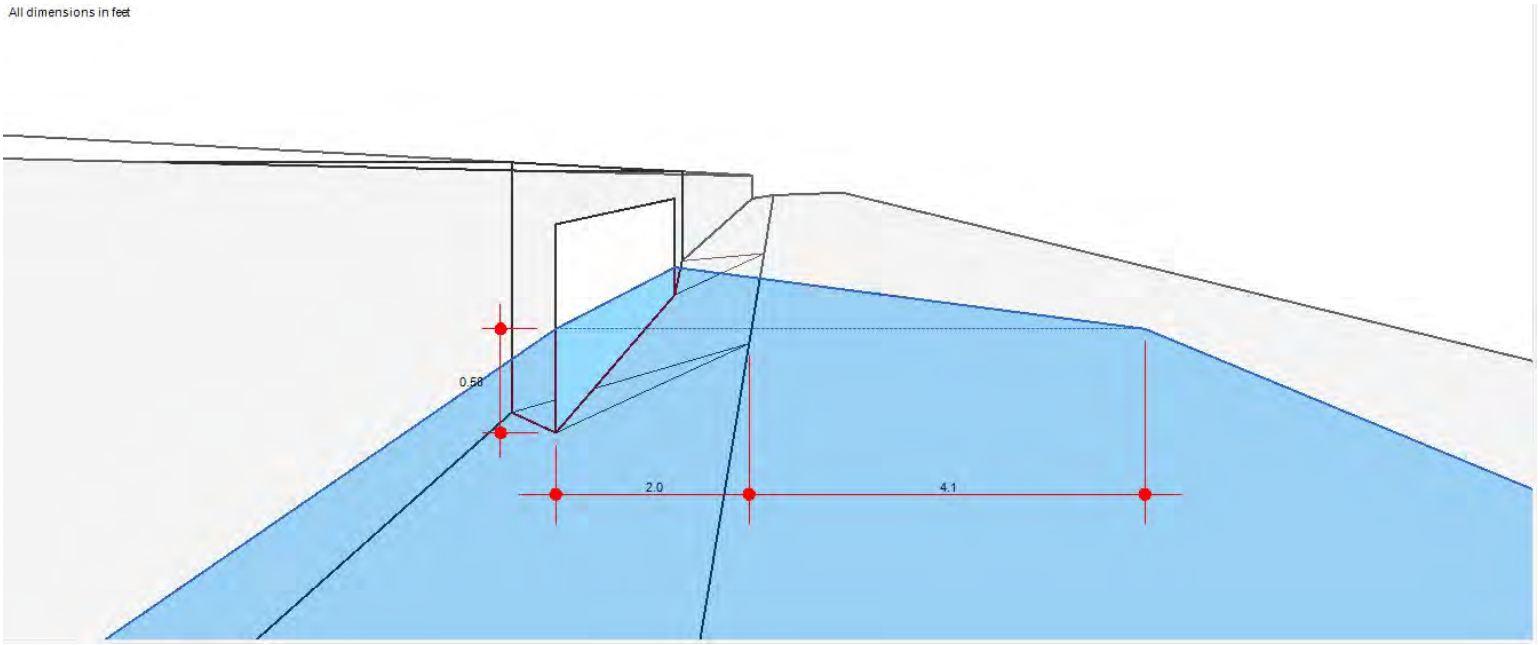
Slope, Sw (ft/ft)	=	0.083
Slope, Sx (ft/ft)	=	0.020
Local Depr (in)	=	4.00
Gutter Width (ft)	=	2.00
Gutter Slope (%)	=	1.00
Gutter n-value	=	0.016

Calculations

Compute by:		Known Q
Q (cfs)	=	1.19

Highlighted

Q Total (cfs)	=	1.19
Q Capt (cfs)	=	1.19
Q Bypass (cfs)	=	-0-
Depth at Inlet (in)	=	6.97
Efficiency (%)	=	100
Gutter Spread (ft)	=	6.10
Gutter Vel (ft/s)	=	2.39
Bypass Spread (ft)	=	-0-
Bypass Depth (in)	=	-0-



Inlet Report

B6 100YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

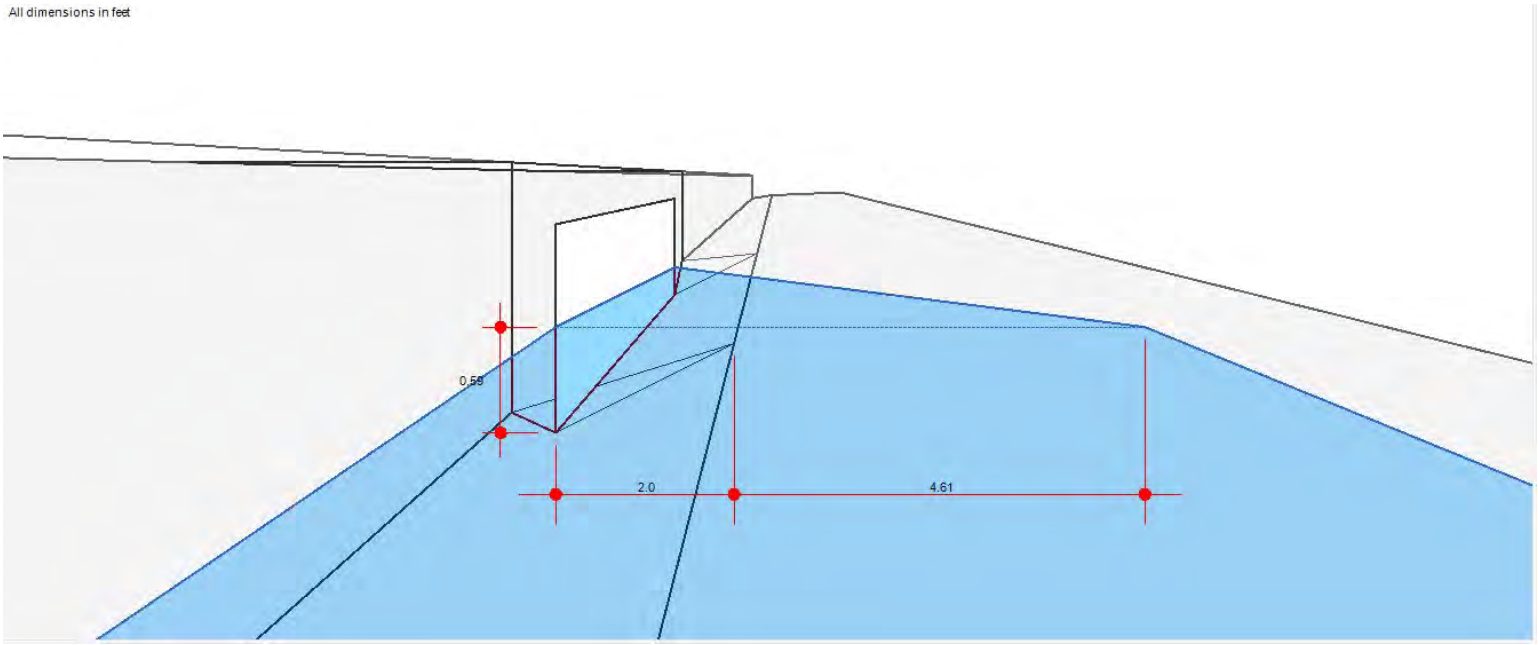
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 1.00
Gutter n-value	= 0.016

Calculations

Compute by:	Known Q
Q (cfs)	= 1.37

Highlighted

Q Total (cfs)	= 1.37
Q Capt (cfs)	= 1.37
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 7.10
Efficiency (%)	= 100
Gutter Spread (ft)	= 6.61
Gutter Vel (ft/s)	= 2.43
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

D2 100YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

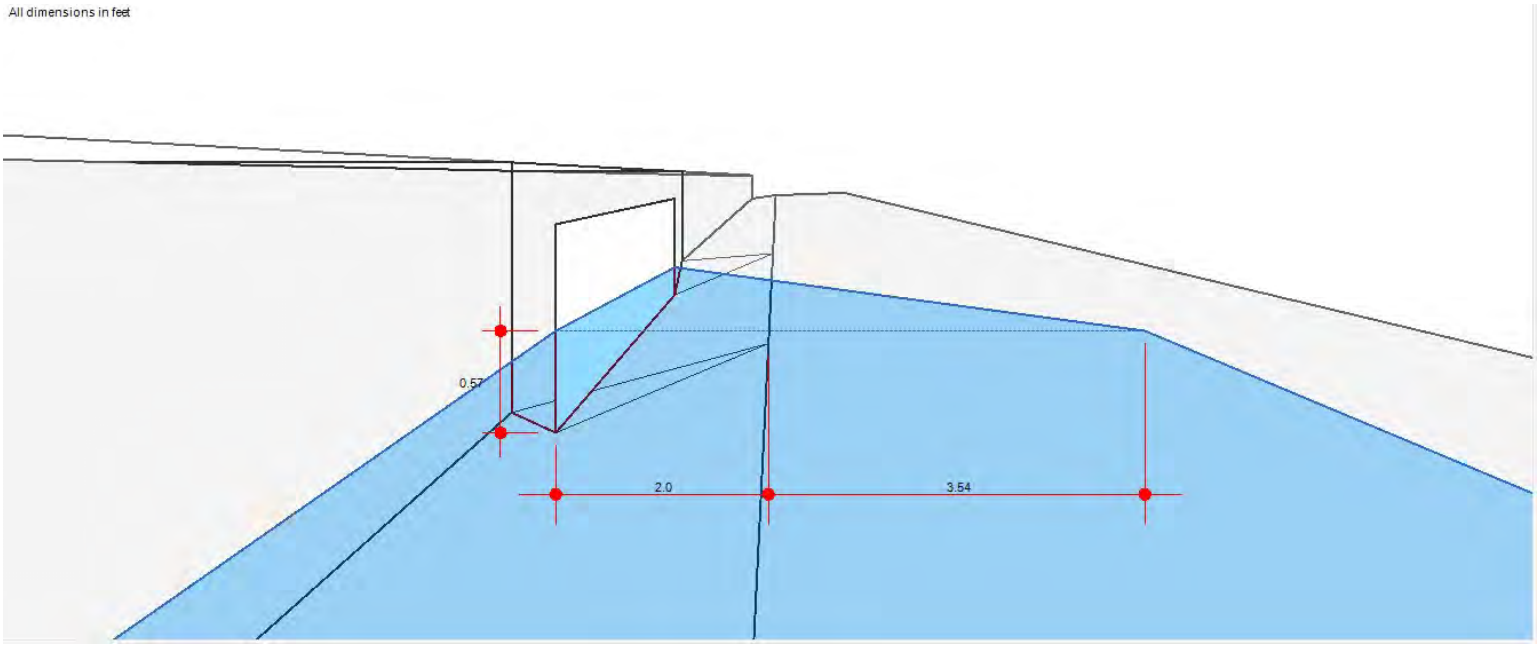
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 0.50
Gutter n-value	= 0.016

Calculations

Compute by:	Known Q
Q (cfs)	= 0.72

Highlighted

Q Total (cfs)	= 0.72
Q Capt (cfs)	= 0.72
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 6.84
Efficiency (%)	= 100
Gutter Spread (ft)	= 5.54
Gutter Vel (ft/s)	= 1.66
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

D1 100YR

Curb Inlet

Location	=	On grade
Curb Length (ft)	=	7.00
Throat Height (in)	=	6.00
Grate Area (sqft)	=	-0-
Grate Width (ft)	=	-0-
Grate Length (ft)	=	-0-

Gutter

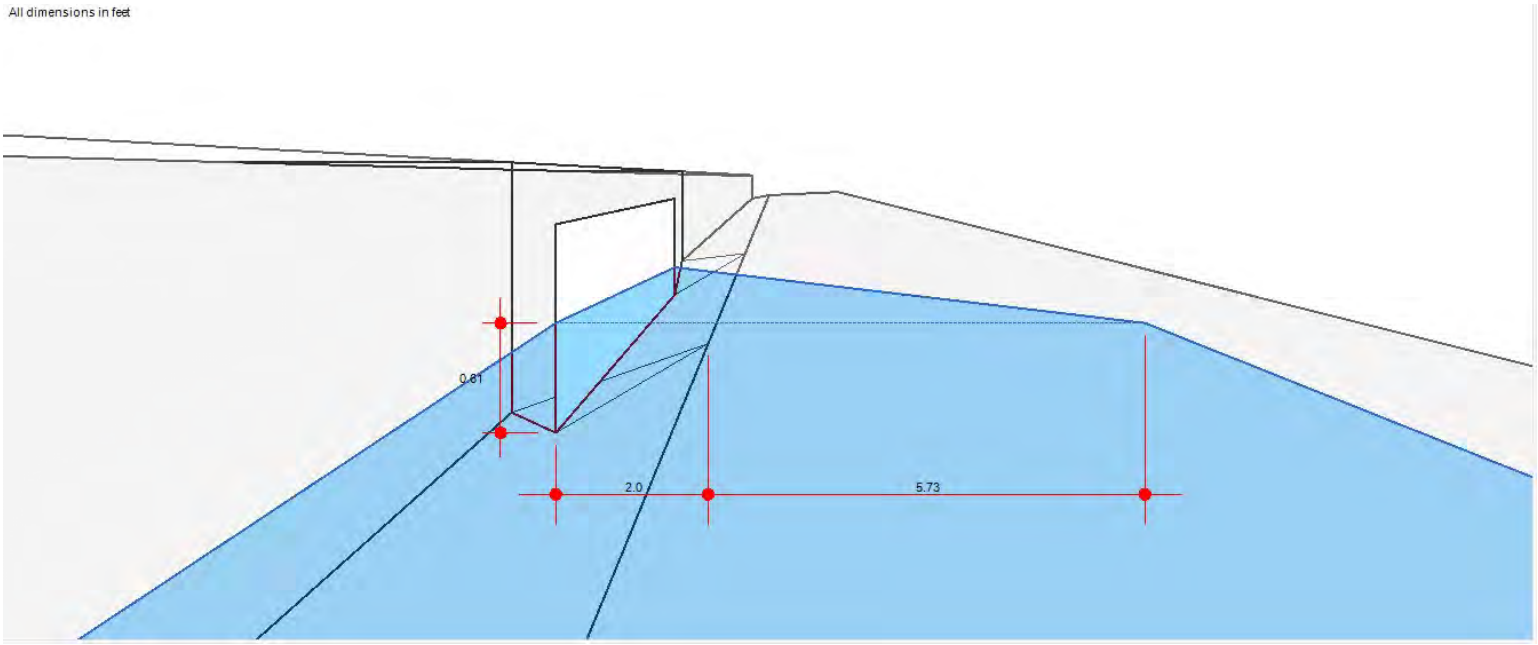
Slope, Sw (ft/ft)	=	0.083
Slope, Sx (ft/ft)	=	0.020
Local Depr (in)	=	4.00
Gutter Width (ft)	=	2.00
Gutter Slope (%)	=	0.10
Gutter n-value	=	0.016

Calculations

Compute by:		Known Q
Q (cfs)	=	0.58

Highlighted

Q Total (cfs)	=	0.58
Q Capt (cfs)	=	0.58
Q Bypass (cfs)	=	-0-
Depth at Inlet (in)	=	7.37
Efficiency (%)	=	100
Gutter Spread (ft)	=	7.73
Gutter Vel (ft/s)	=	0.80
Bypass Spread (ft)	=	-0-
Bypass Depth (in)	=	-0-



Inlet Report

B3 100YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

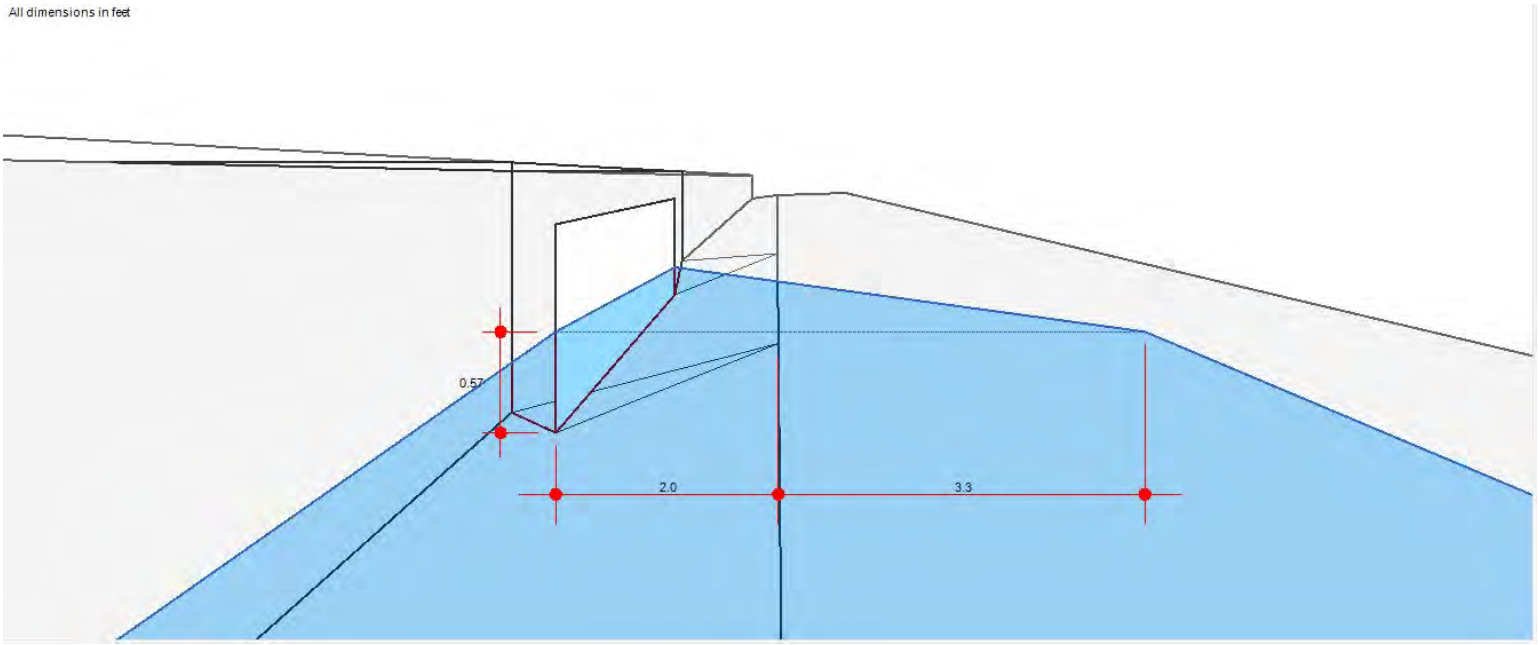
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 1.00
Gutter n-value	= 0.016

Calculations

Compute by:	Known Q
Q (cfs)	= 0.95

Highlighted

Q Total (cfs)	= 0.95
Q Capt (cfs)	= 0.95
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 6.78
Efficiency (%)	= 100
Gutter Spread (ft)	= 5.30
Gutter Vel (ft/s)	= 2.34
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

B4 100YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

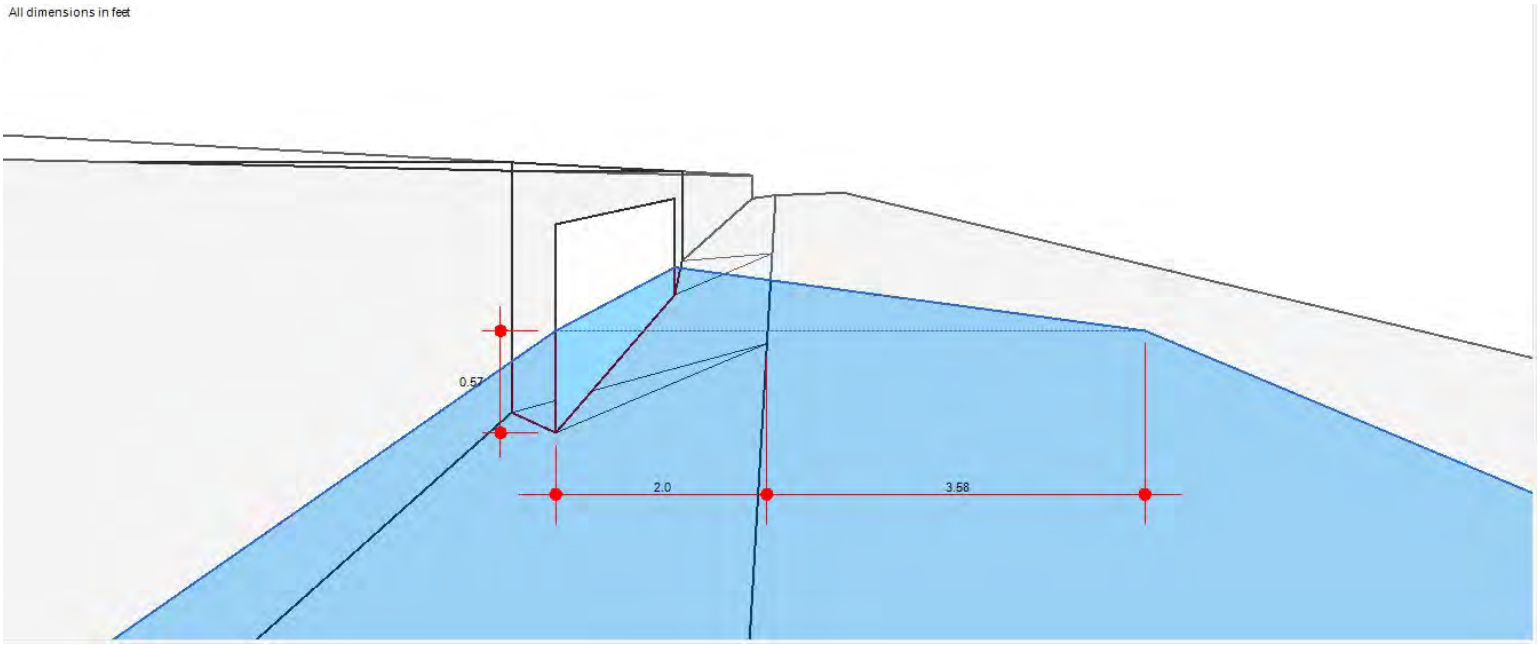
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 1.00
Gutter n-value	= 0.016

Calculations

Compute by:	Known Q
Q (cfs)	= 1.03

Highlighted

Q Total (cfs)	= 1.03
Q Capt (cfs)	= 1.03
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 6.85
Efficiency (%)	= 100
Gutter Spread (ft)	= 5.58
Gutter Vel (ft/s)	= 2.36
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Thursday, May 16 2024

B2 100YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

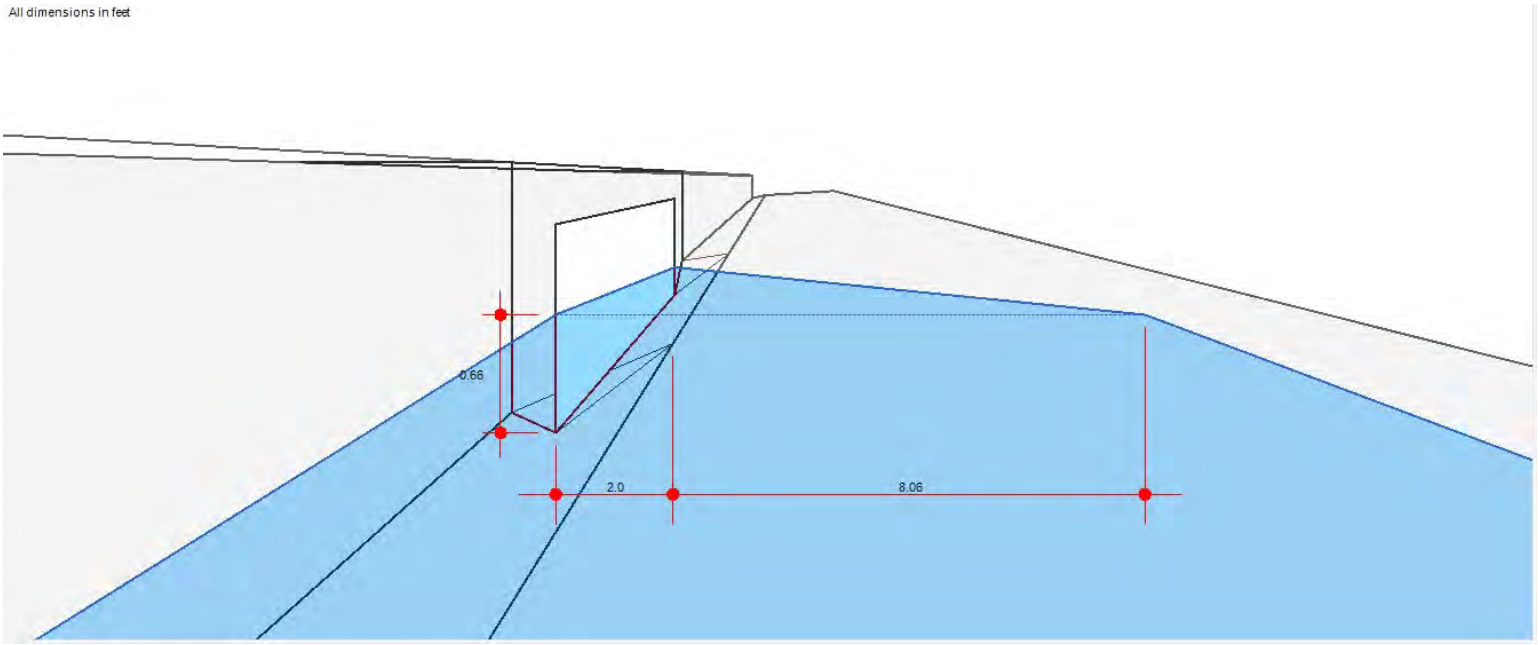
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 0.10
Gutter n-value	= 0.016

Calculations

Compute by:	Known Q
Q (cfs)	= 1.00

Highlighted

Q Total (cfs)	= 1.00
Q Capt (cfs)	= 1.00
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 7.93
Efficiency (%)	= 100
Gutter Spread (ft)	= 10.06
Gutter Vel (ft/s)	= 0.88
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

B1 100YR

Curb Inlet

Location	=	On grade
Curb Length (ft)	=	7.00
Throat Height (in)	=	6.00
Grate Area (sqft)	=	-0-
Grate Width (ft)	=	-0-
Grate Length (ft)	=	-0-

Gutter

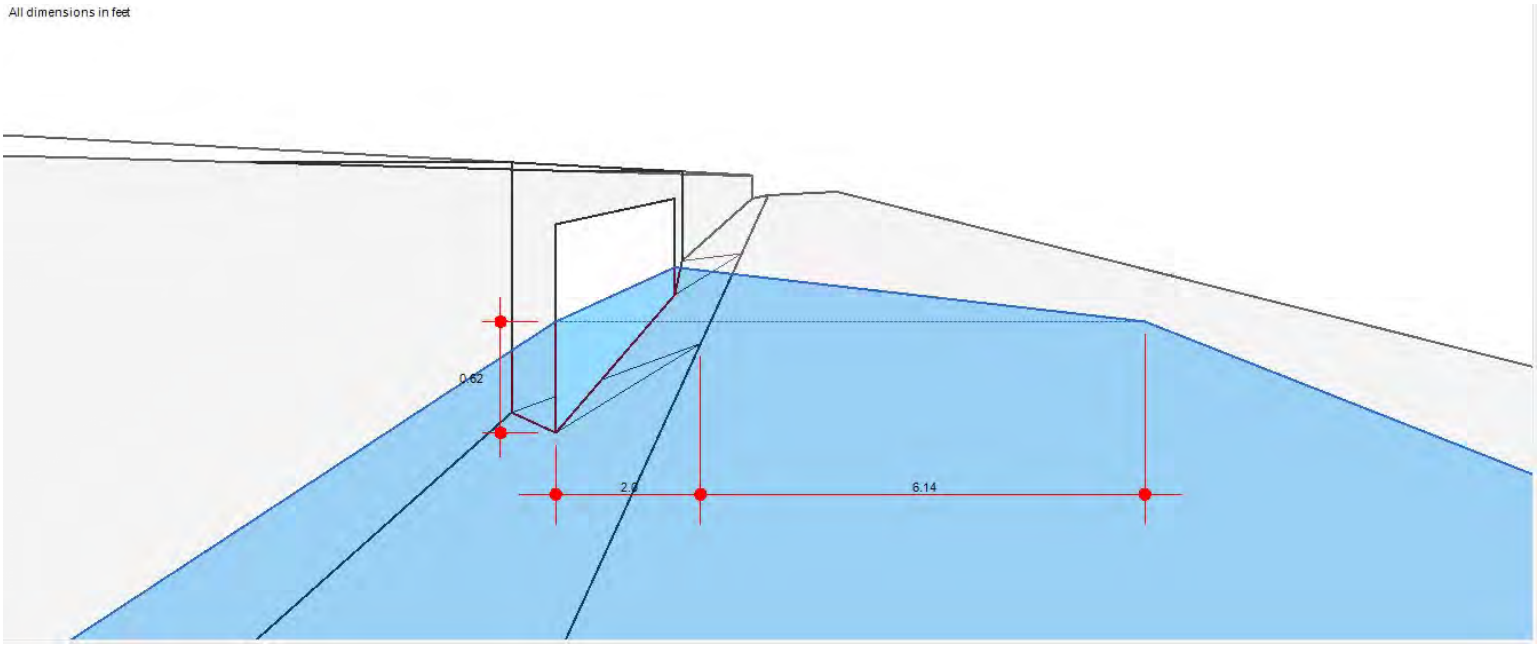
Slope, Sw (ft/ft)	=	0.083
Slope, Sx (ft/ft)	=	0.020
Local Depr (in)	=	4.00
Gutter Width (ft)	=	2.00
Gutter Slope (%)	=	0.30
Gutter n-value	=	0.016

Calculations

Compute by:		Known Q
Q (cfs)	=	1.11

Highlighted

Q Total (cfs)	=	1.11
Q Capt (cfs)	=	1.11
Q Bypass (cfs)	=	-0-
Depth at Inlet (in)	=	7.46
Efficiency (%)	=	100
Gutter Spread (ft)	=	8.14
Gutter Vel (ft/s)	=	1.41
Bypass Spread (ft)	=	-0-
Bypass Depth (in)	=	-0-



Inlet Report

A6 100YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

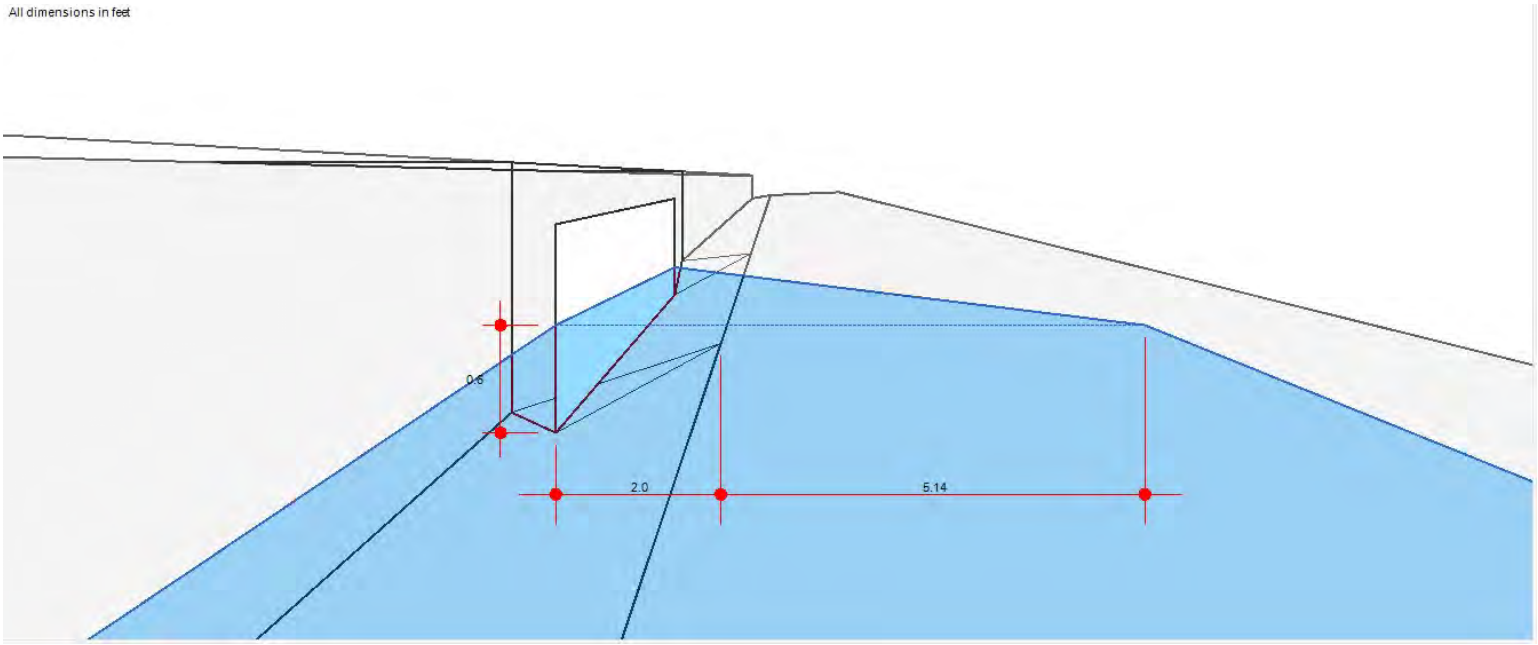
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 0.80
Gutter n-value	= 0.016

Calculations

Compute by:	Known Q
Q (cfs)	= 1.41

Highlighted

Q Total (cfs)	= 1.41
Q Capt (cfs)	= 1.41
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 7.23
Efficiency (%)	= 100
Gutter Spread (ft)	= 7.14
Gutter Vel (ft/s)	= 2.22
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

A5 100YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

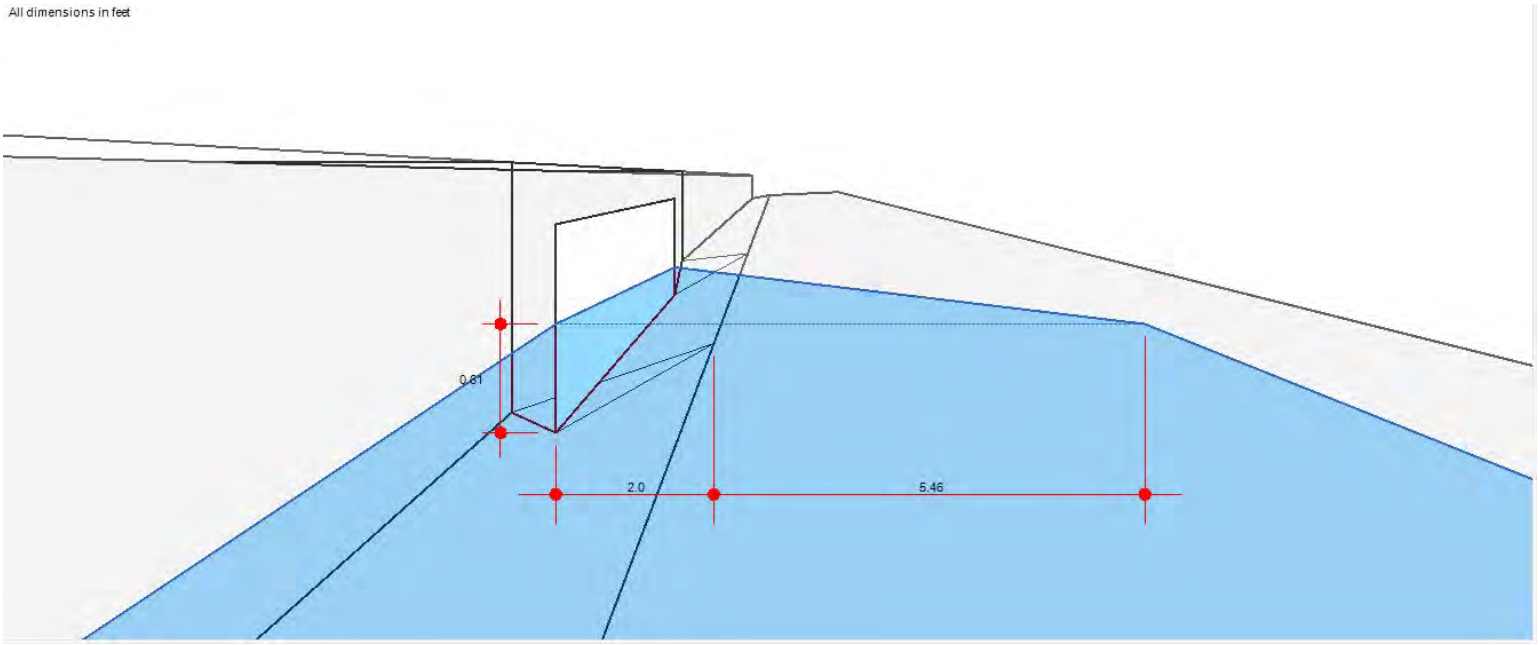
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 0.80
Gutter n-value	= 0.016

Calculations

Compute by:	Known Q
Q (cfs)	= 1.53

Highlighted

Q Total (cfs)	= 1.53
Q Capt (cfs)	= 1.53
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 7.30
Efficiency (%)	= 100
Gutter Spread (ft)	= 7.46
Gutter Vel (ft/s)	= 2.24
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

A3 100YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

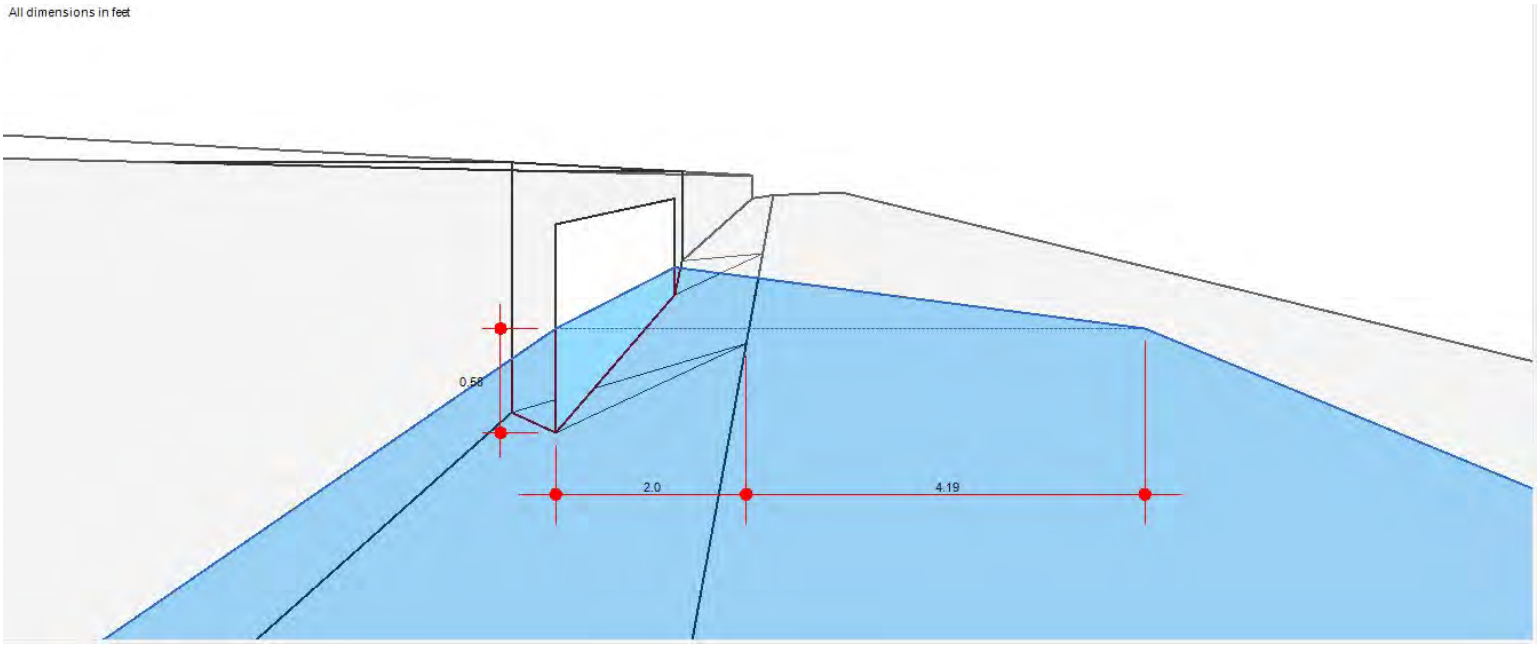
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 1.10
Gutter n-value	= 0.016

Calculations

Compute by:	Known Q
Q (cfs)	= 1.28

Highlighted

Q Total (cfs)	= 1.28
Q Capt (cfs)	= 1.28
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 7.00
Efficiency (%)	= 100
Gutter Spread (ft)	= 6.19
Gutter Vel (ft/s)	= 2.52
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Thursday, May 16 2024

A4 100YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

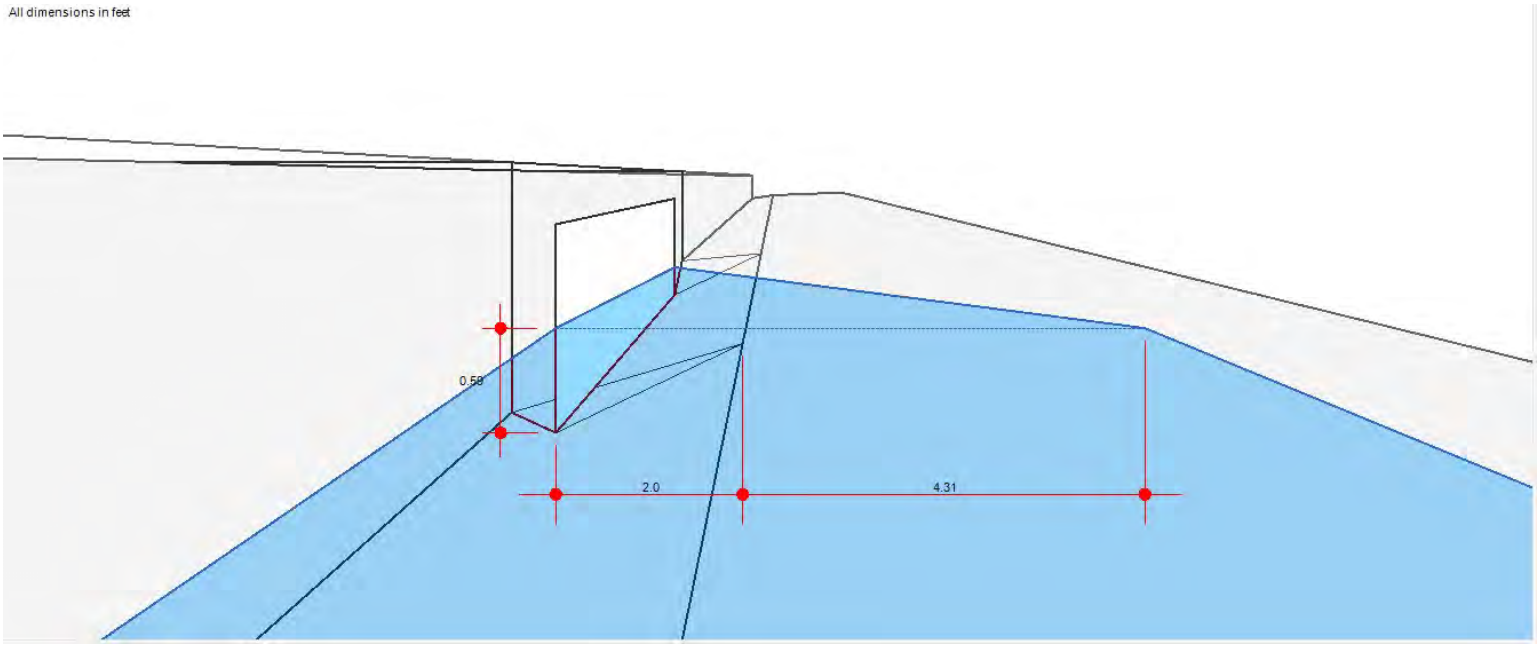
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 1.00
Gutter n-value	= 0.016

Calculations

Compute by:	Known Q
Q (cfs)	= 1.26

Highlighted

Q Total (cfs)	= 1.26
Q Capt (cfs)	= 1.26
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 7.03
Efficiency (%)	= 100
Gutter Spread (ft)	= 6.31
Gutter Vel (ft/s)	= 2.41
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Thursday, May 16 2024

A2 100YR

Curb Inlet

Location	=	On grade
Curb Length (ft)	=	7.00
Throat Height (in)	=	6.00
Grate Area (sqft)	=	-0-
Grate Width (ft)	=	-0-
Grate Length (ft)	=	-0-

Gutter

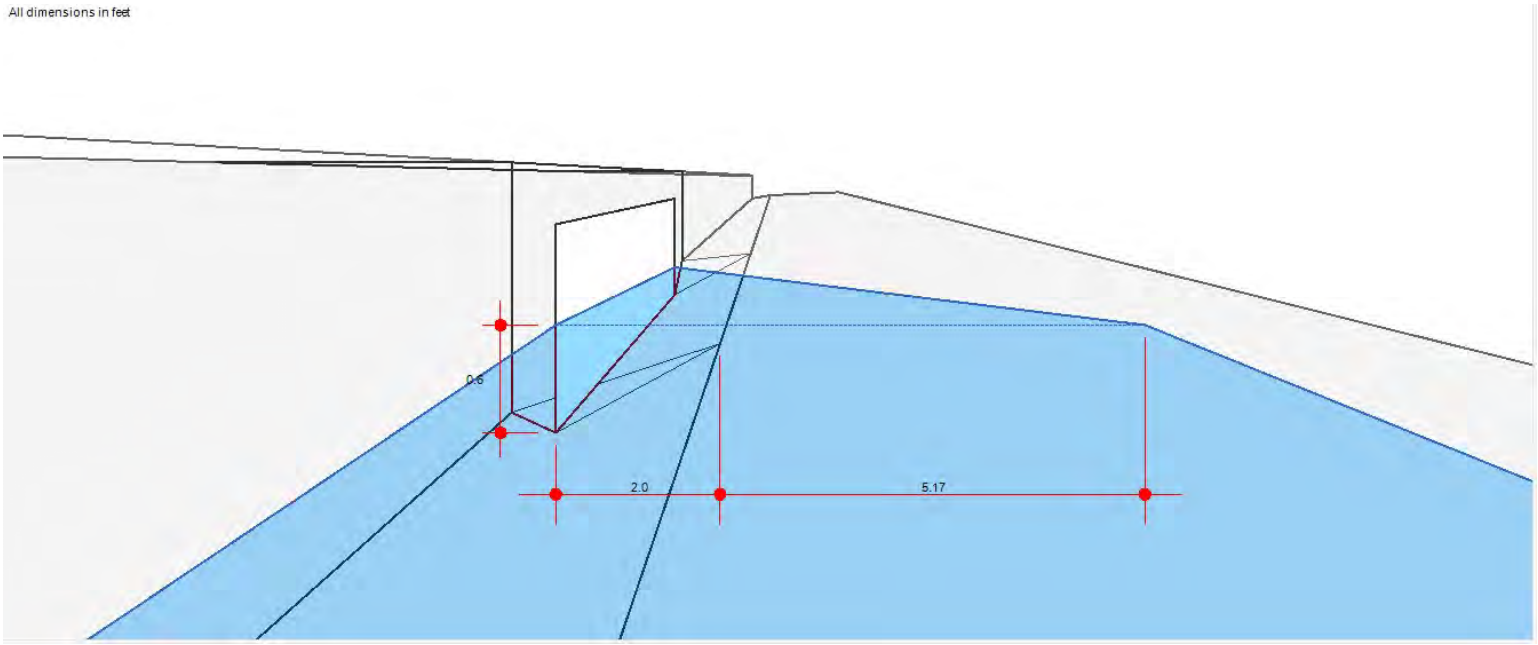
Slope, Sw (ft/ft)	=	0.083
Slope, Sx (ft/ft)	=	0.020
Local Depr (in)	=	4.00
Gutter Width (ft)	=	2.00
Gutter Slope (%)	=	0.60
Gutter n-value	=	0.016

Calculations

Compute by:		Known Q
Q (cfs)	=	1.23

Highlighted

Q Total (cfs)	=	1.23
Q Capt (cfs)	=	1.23
Q Bypass (cfs)	=	-0-
Depth at Inlet (in)	=	7.23
Efficiency (%)	=	100
Gutter Spread (ft)	=	7.17
Gutter Vel (ft/s)	=	1.92
Bypass Spread (ft)	=	-0-
Bypass Depth (in)	=	-0-



Inlet Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Thursday, May 16 2024

A1 100YR

Curb Inlet

Location	=	On grade
Curb Length (ft)	=	7.00
Throat Height (in)	=	6.00
Grate Area (sqft)	=	-0-
Grate Width (ft)	=	-0-
Grate Length (ft)	=	-0-

Gutter

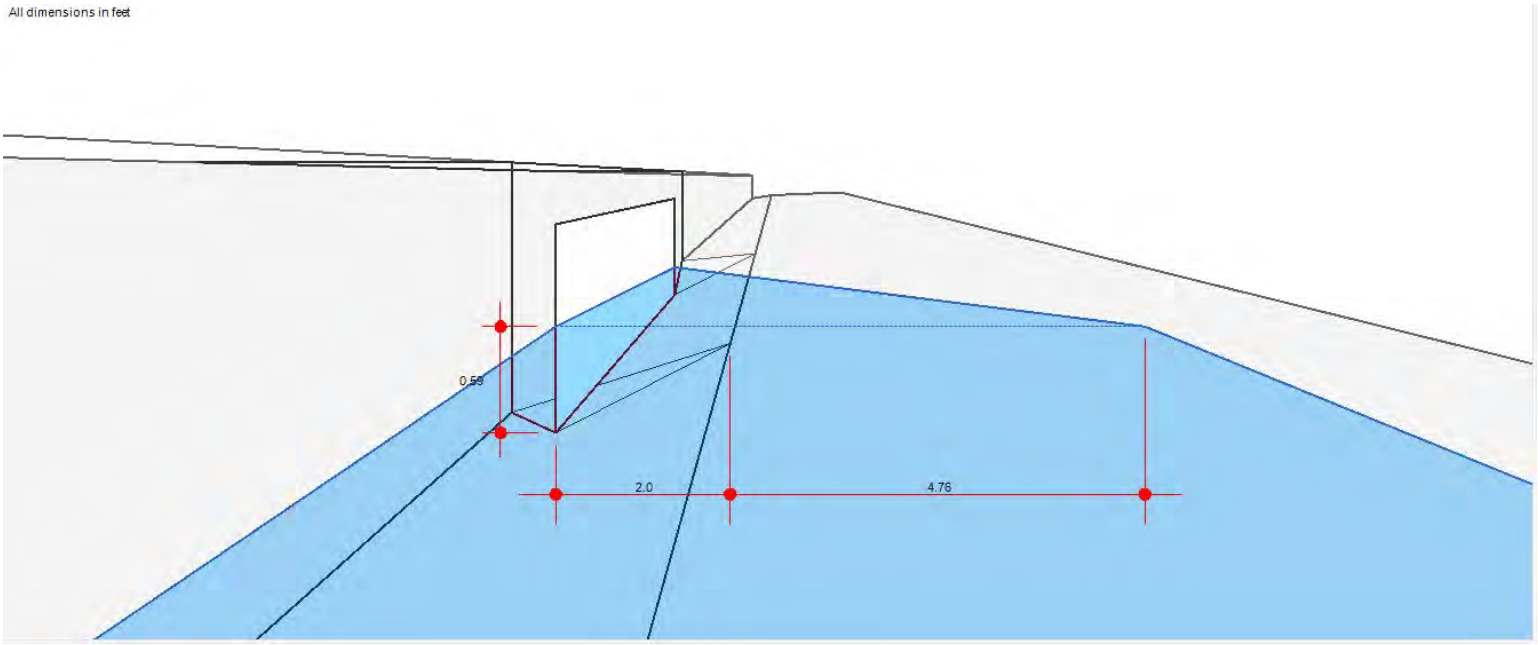
Slope, Sw (ft/ft)	=	0.083
Slope, Sx (ft/ft)	=	0.020
Local Depr (in)	=	4.00
Gutter Width (ft)	=	2.00
Gutter Slope (%)	=	0.30
Gutter n-value	=	0.016

Calculations

Compute by:		Known Q
Q (cfs)	=	0.78

Highlighted

Q Total (cfs)	=	0.78
Q Capt (cfs)	=	0.78
Q Bypass (cfs)	=	-0-
Depth at Inlet (in)	=	7.13
Efficiency (%)	=	100
Gutter Spread (ft)	=	6.76
Gutter Vel (ft/s)	=	1.34
Bypass Spread (ft)	=	-0-
Bypass Depth (in)	=	-0-



Inlet Report

H3 100YR

Curb Inlet

Location	=	On grade
Curb Length (ft)	=	14.00
Throat Height (in)	=	6.00
Grate Area (sqft)	=	-0-
Grate Width (ft)	=	-0-
Grate Length (ft)	=	-0-

Gutter

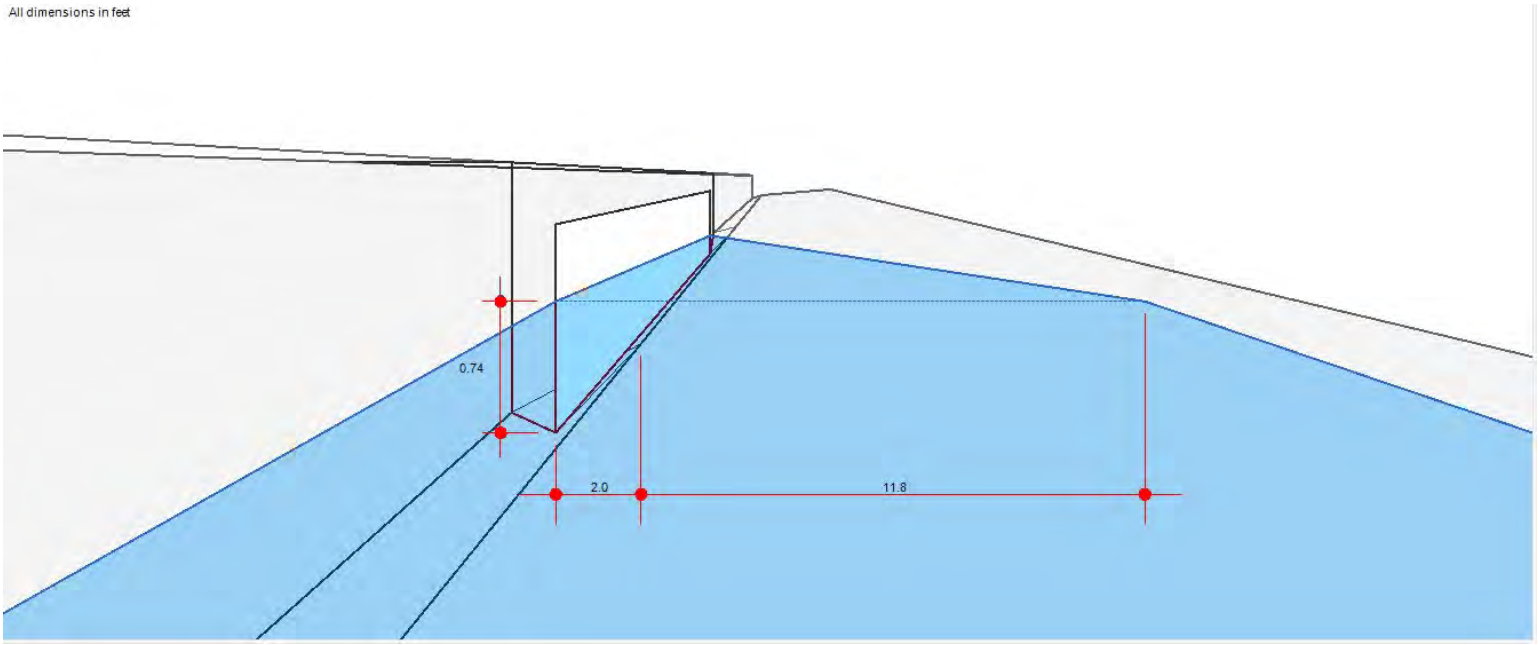
Slope, Sw (ft/ft)	=	0.083
Slope, Sx (ft/ft)	=	0.020
Local Depr (in)	=	4.00
Gutter Width (ft)	=	2.00
Gutter Slope (%)	=	0.20
Gutter n-value	=	0.016

Calculations

Compute by:		Known Q
Q (cfs)	=	2.92

Highlighted

Q Total (cfs)	=	2.92
Q Capt (cfs)	=	2.92
Q Bypass (cfs)	=	-0-
Depth at Inlet (in)	=	8.82
Efficiency (%)	=	100
Gutter Spread (ft)	=	13.80
Gutter Vel (ft/s)	=	1.44
Bypass Spread (ft)	=	-0-
Bypass Depth (in)	=	-0-



Inlet Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Thursday, May 16 2024

H4 100YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 7.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

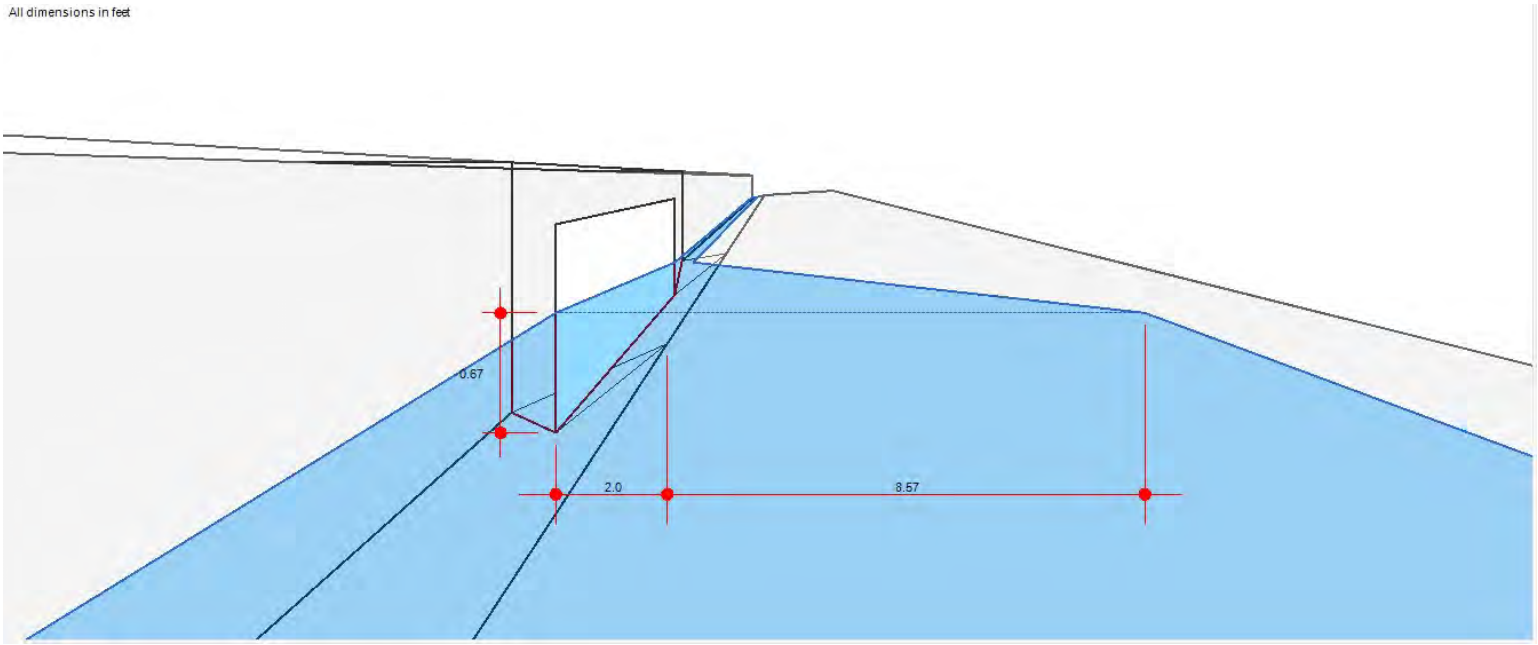
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 0.60
Gutter n-value	= 0.016

Calculations

Compute by:	Known Q
Q (cfs)	= 2.73

Highlighted

Q Total (cfs)	= 2.73
Q Capt (cfs)	= 2.71
Q Bypass (cfs)	= 0.02
Depth at Inlet (in)	= 8.05
Efficiency (%)	= 99
Gutter Spread (ft)	= 10.57
Gutter Vel (ft/s)	= 2.20
Bypass Spread (ft)	= 0.72
Bypass Depth (in)	= 0.72



Inlet Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Thursday, May 16 2024

H1 100YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 14.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

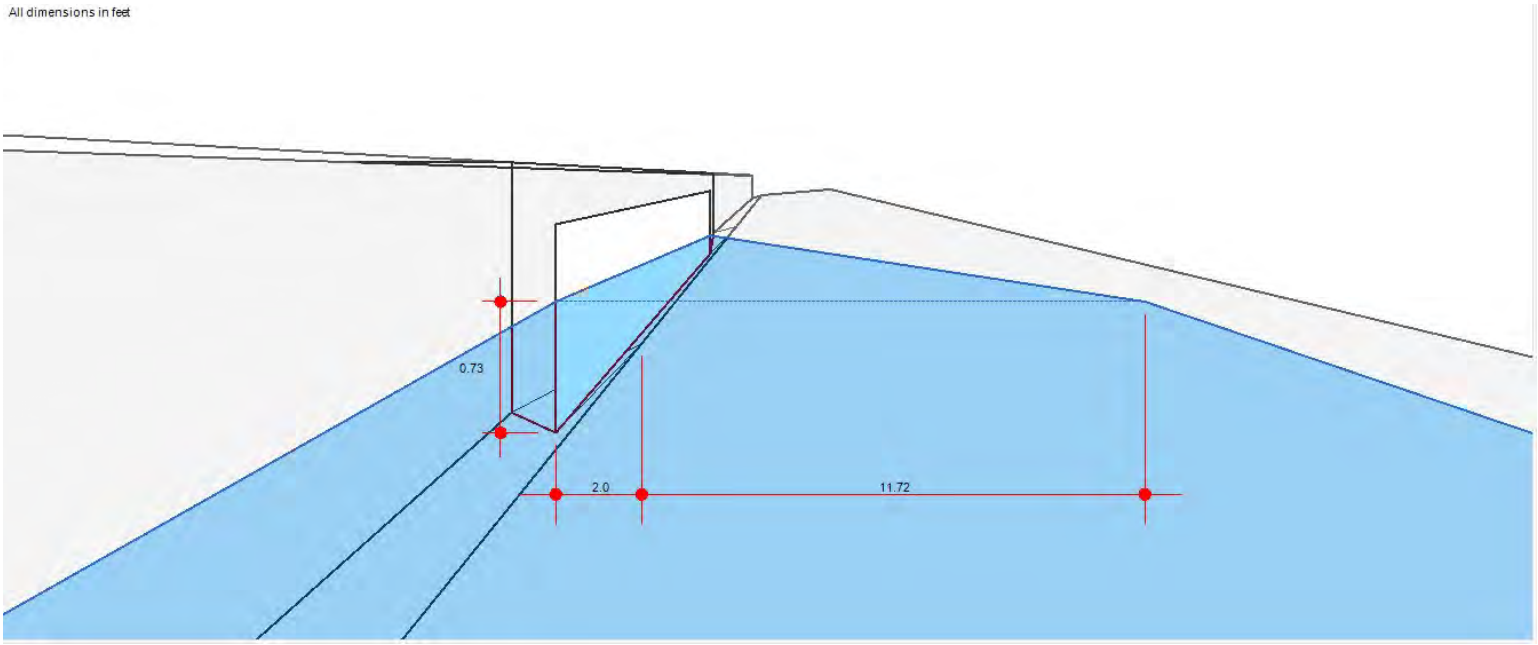
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 0.20
Gutter n-value	= 0.016

Calculations

Compute by:	Known Q
Q (cfs)	= 2.88

Highlighted

Q Total (cfs)	= 2.88
Q Capt (cfs)	= 2.88
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 8.80
Efficiency (%)	= 100
Gutter Spread (ft)	= 13.72
Gutter Vel (ft/s)	= 1.43
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Inlet Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Thursday, May 16 2024

H2 100YR

Curb Inlet

Location	= On grade
Curb Length (ft)	= 14.00
Throat Height (in)	= 6.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

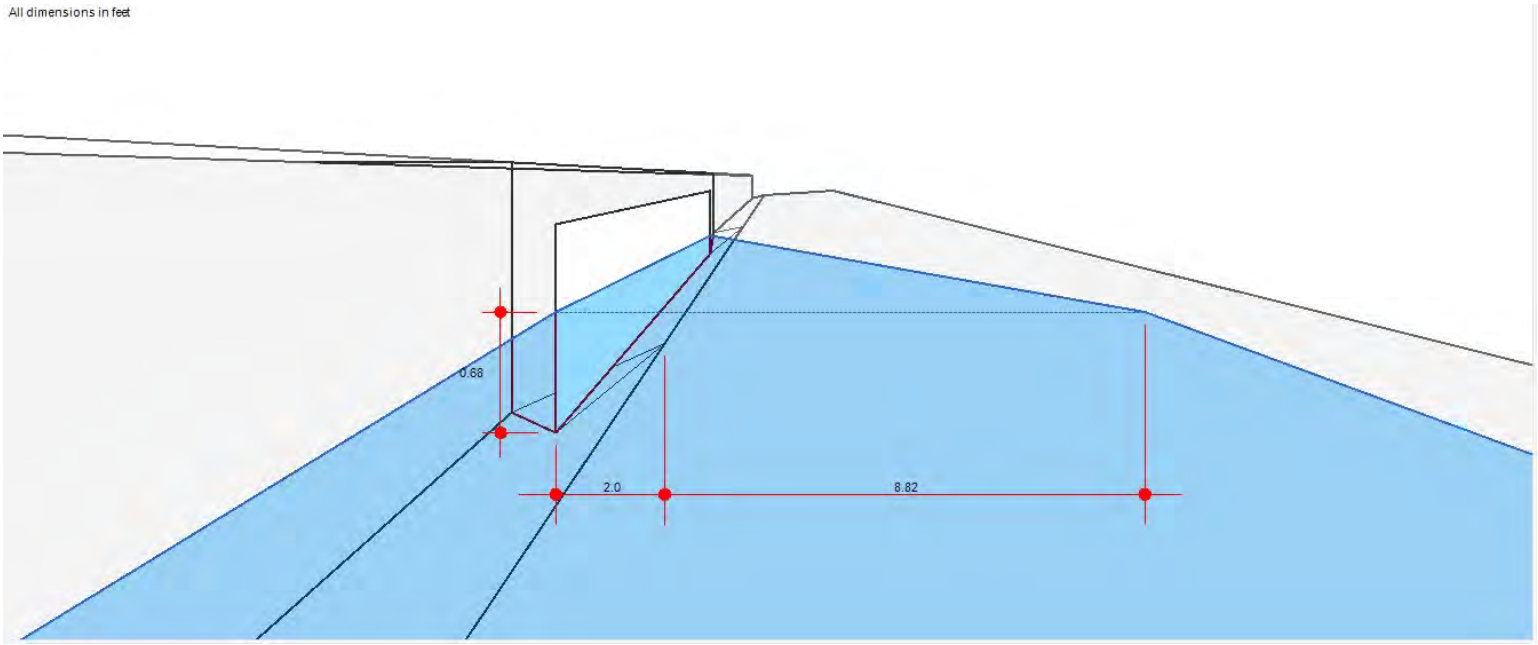
Slope, Sw (ft/ft)	= 0.083
Slope, Sx (ft/ft)	= 0.020
Local Depr (in)	= 4.00
Gutter Width (ft)	= 2.00
Gutter Slope (%)	= 0.60
Gutter n-value	= 0.016

Calculations

Compute by:	Known Q
Q (cfs)	= 2.88

Highlighted

Q Total (cfs)	= 2.88
Q Capt (cfs)	= 2.88
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 8.11
Efficiency (%)	= 100
Gutter Spread (ft)	= 10.82
Gutter Vel (ft/s)	= 2.22
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



APPENDIX C - MASTER DRAINAGE STUDY EXCERPTS

```
**************************************************************************
          RATIONAL METHOD HYDROLOGY COMPUTER PROGRAM PACKAGE
       (Reference: 1986 SAN BERNARDINO CO. HYDROLOGY CRITERION)
     (c) Copyright 1983-2011 Advanced Engineering Software (aes)
        Ver. 18.0  Release Date: 07/01/2011  License ID 1239

                      Analysis prepared by:

                      HUNSAKER & ASSOCIATES
                           Irvine,Inc
                    Planning * Engineering * Surveying
              Three Hughes * Irvine, California 92618 * (949)583-1010

 ************************* DESCRIPTION OF STUDY *************************
* ONTARIO MASTER PLAN OF DRAINAGE - BASIN IV (AREA G, H, I)              *
* 100-YEAR HYDROLOGY ANALYSIS                                            *
* P. PAGADUAN 8-29-2011                                                  *
 **************************************************************************

  FILE NAME: OIVG100.DAT
  TIME/DATE OF STUDY: 16:25 08/29/2011
==========================================================================
  USER SPECIFIED HYDROLOGY AND HYDRAULIC MODEL INFORMATION:
==========================================================================
                    --*TIME-OF-CONCENTRATION MODEL*--

  USER SPECIFIED STORM EVENT(YEAR) =  100.00
  SPECIFIED MINIMUM PIPE SIZE(INCH) =  18.00
  SPECIFIED PERCENT OF GRADIENTS(DECIMAL) TO USE FOR FRICTION SLOPE = 0.80
  *USER-DEFINED LOGARITHMIC INTERPOLATION USED FOR RAINFALL*

  SLOPE OF INTENSITY DURATION CURVE(LOG(I;IN/HR) vs. LOG(Tc;MIN)) = 0.6000
  USER SPECIFIED 1-HOUR INTENSITY(INCH/HOUR) = 1.3000

  *ANTECEDENT MOISTURE CONDITION (AMC) II ASSUMED FOR RATIONAL METHOD*

  *USER-DEFINED STREET-SECTIONS FOR COUPLED PIPEFLOW AND STREETFLOW MODEL*
     HALF-  CROWN TO   STREET-CROSSFALL:   CURB  GUTTER-GEOMETRIES:  MANNING
     WIDTH  CROSSFALL  IN-  / OUT-/PARK-  HEIGHT  WIDTH  LIP   HIKE  FACTOR
NO.   (FT)     (FT)     SIDE / SIDE/ WAY    (FT)    (FT)  (FT)  (FT)    (n)
===  =====  =========  ================   ======  =====  ====  =====  =======
  1   30.0     20.0    0.018/0.018/0.020   0.67    2.00 0.0313 0.167 0.0150
  2   32.0     27.0    0.020/0.020/0.020   0.67    2.00 0.0313 0.167 0.0150

  GLOBAL STREET FLOW-DEPTH CONSTRAINTS:
    1. Relative Flow-Depth =  0.00 FEET
       as (Maximum Allowable Street Flow Depth) - (Top-of-Curb)
    2. (Depth)*(Velocity) Constraint =  6.0 (FT*FT/S)
  *SIZE PIPE WITH A FLOW CAPACITY GREATER THAN
   OR EQUAL TO THE UPSTREAM TRIBUTARY PIPE.*
  *USER-SPECIFIED MINIMUM TOPOGRAPHIC SLOPE ADJUSTMENT NOT SELECTED

  UNIT-HYDROGRAPH MODEL SELECTIONS/PARAMETERS:
    WATERSHED LAG = 0.80 * Tc
    USED "VALLEY UNDEVELOPED" S-GRAPH FOR DEVELOPMENTS OF
    2 UNITS/ACRE AND LESS; AND "VALLEY DEVELOPED" S-GRAPH
    FOR DEVELOPMENTS OF 3-4 UNITS/ACRE AND MORE.
  USER SPECIFIED RAINFALL VALUES:
     2-YR  6-HR RAINFALL DEPTH(INCH) =  1.50
     2-YR 24-HR RAINFALL DEPTH(INCH) =  2.70
   100-YR  6-HR RAINFALL DEPTH(INCH) =  3.30
   100-YR 24-HR RAINFALL DEPTH(INCH) =  7.00
   SIERRA MADRE DEPTH-AREA FACTORS USED.
                  AREA-AVERAGED
       DURATION   RAINFALL(INCH)
        5-MINUTES        0.48
       30-MINUTES        0.99
        1-HOUR           1.30
        3-HOUR           2.30
        6-HOUR           3.30
       24-HOUR           7.00
 *ANTECEDENT MOISTURE CONDITION (AMC) II ASSUMED FOR UNIT HYDROGRAPH METHOD*


**************************************************************************
  FLOW PROCESS FROM NODE    320.10 TO NODE    320.20 IS CODE =  21
--------------------------------------------------------------------------
  >>>>>RATIONAL METHOD INITIAL SUBAREA ANALYSIS<<<<<
  >>USE TIME-OF-CONCENTRATION NOMOGRAPH FOR INITIAL SUBAREA<<
==========================================================================
  INITIAL SUBAREA FLOW-LENGTH(FEET) =   750.00
  ELEVATION DATA: UPSTREAM(FEET) =    820.00  DOWNSTREAM(FEET) =    815.00

  Tc = K*[(LENGTH** 3.00)/(ELEVATION CHANGE)]**0.20
  SUBAREA ANALYSIS USED MINIMUM Tc(MIN.) =   11.698
  * 100 YEAR RAINFALL INTENSITY(INCH/HR) =  3.467
  SUBAREA Tc AND LOSS RATE DATA(AMC  II):
   DEVELOPMENT TYPE/      SCS SOIL   AREA      Fp         Ap      SCS   Tc
       LAND USE           GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN  (MIN.)
  COMMERCIAL                A        6.20      0.98      0.100    32   11.70
  SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  0.97
  SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.100
  SUBAREA RUNOFF(CFS) =     18.80
  TOTAL AREA(ACRES) =      6.20   PEAK FLOW RATE(CFS) =     18.80

**************************************************************************
  FLOW PROCESS FROM NODE    320.20 TO NODE    320.30 IS CODE =  91
--------------------------------------------------------------------------
  >>>>>COMPUTE "V" GUTTER FLOW TRAVEL TIME THRU SUBAREA<<<<<
==========================================================================
  UPSTREAM NODE ELEVATION(FEET) =    815.00
  DOWNSTREAM NODE ELEVATION(FEET) =    814.00
  CHANNEL LENGTH THRU SUBAREA(FEET) =   250.00
  "V" GUTTER WIDTH(FEET) =   5.00   GUTTER HIKE(FEET) =  0.800
  PAVEMENT LIP(FEET) =  0.100   MANNING'S N = .0150
  PAVEMENT CROSSFALL(DECIMAL NOTATION) = 0.10000
  MAXIMUM DEPTH(FEET) =   3.00
  * 100 YEAR RAINFALL INTENSITY(INCH/HR) =  3.320
  SUBAREA LOSS RATE DATA(AMC  II):
   DEVELOPMENT TYPE/      SCS SOIL   AREA      Fp         Ap      SCS
       LAND USE           GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
```

```
PUBLIC PARK                  A        1.80      0.98      0.850     32
COMMERCIAL                   A        9.90      0.98      0.100     32
SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  0.98
SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.215
TRAVEL TIME COMPUTED USING ESTIMATED FLOW(CFS) =     35.16
TRAVEL TIME THRU SUBAREA BASED ON VELOCITY(FEET/SEC.) =   4.76
AVERAGE FLOW DEPTH(FEET) =   1.39   FLOOD WIDTH(FEET) =   14.85
"V" GUTTER FLOW TRAVEL TIME(MIN.) =   0.88   Tc(MIN.) =   12.57
SUBAREA AREA(ACRES) =   11.70       SUBAREA RUNOFF(CFS) =   32.75
EFFECTIVE AREA(ACRES) =   17.90     AREA-AVERAGED Fm(INCH/HR) =   0.17
AREA-AVERAGED Fp(INCH/HR) =   0.97  AREA-AVERAGED Ap =   0.18
TOTAL AREA(ACRES) =       17.9          PEAK FLOW RATE(CFS) =      50.73

END OF SUBAREA "V" GUTTER HYDRAULICS:
DEPTH(FEET) =  1.56   FLOOD WIDTH(FEET) =   18.18
FLOW VELOCITY(FEET/SEC.) =   5.01   DEPTH*VELOCITY(FT*FT/SEC) =   7.80
LONGEST FLOWPATH FROM NODE    320.10 TO NODE    320.30 =    1000.00 FEET.

****************************************************************************
FLOW PROCESS FROM NODE    320.30 TO NODE    320.40 IS CODE =  91
----------------------------------------------------------------------------
>>>>>COMPUTE "V" GUTTER FLOW TRAVEL TIME THRU SUBAREA<<<<<
============================================================================
UPSTREAM NODE ELEVATION(FEET) =    814.00
DOWNSTREAM NODE ELEVATION(FEET) =    810.00
CHANNEL LENGTH THRU SUBAREA(FEET) =   900.00
"V" GUTTER WIDTH(FEET) =   5.00   GUTTER HIKE(FEET) =  0.800
PAVEMENT LIP(FEET) =  0.100   MANNING'S N = .0150
PAVEMENT CROSSFALL(DECIMAL NOTATION) = 0.10000
MAXIMUM DEPTH(FEET) =   3.00
* 100 YEAR RAINFALL INTENSITY(INCH/HR) =  2.955
SUBAREA LOSS RATE DATA(AMC  II):
 DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS
     LAND USE             GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
PUBLIC PARK                  A       2.00      0.98      0.850     32
COMMERCIAL                   A      17.90      0.98      0.100     32
SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  0.98
SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.175
TRAVEL TIME COMPUTED USING ESTIMATED FLOW(CFS) =     75.61
TRAVEL TIME THRU SUBAREA BASED ON VELOCITY(FEET/SEC.) =   5.58
AVERAGE FLOW DEPTH(FEET) =   1.73   FLOOD WIDTH(FEET) =   21.62
"V" GUTTER FLOW TRAVEL TIME(MIN.) =   2.69   Tc(MIN.) =   15.26
SUBAREA AREA(ACRES) =   19.90       SUBAREA RUNOFF(CFS) =   49.87
EFFECTIVE AREA(ACRES) =   37.80     AREA-AVERAGED Fm(INCH/HR) =   0.17
AREA-AVERAGED Fp(INCH/HR) =   0.98  AREA-AVERAGED Ap =   0.18
TOTAL AREA(ACRES) =       37.8          PEAK FLOW RATE(CFS) =      94.73

END OF SUBAREA "V" GUTTER HYDRAULICS:
DEPTH(FEET) =  1.85   FLOOD WIDTH(FEET) =   24.08
FLOW VELOCITY(FEET/SEC.) =   5.79   DEPTH*VELOCITY(FT*FT/SEC) =  10.73
LONGEST FLOWPATH FROM NODE    320.10 TO NODE    320.40 =    1900.00 FEET.

****************************************************************************
FLOW PROCESS FROM NODE    320.00 TO NODE    321.00 IS CODE =  21
----------------------------------------------------------------------------
>>>>>RATIONAL METHOD INITIAL SUBAREA ANALYSIS<<<<<
>>USE TIME-OF-CONCENTRATION NOMOGRAPH FOR INITIAL SUBAREA<<
============================================================================
INITIAL SUBAREA FLOW-LENGTH(FEET) =   320.00
ELEVATION DATA: UPSTREAM(FEET) =    820.00  DOWNSTREAM(FEET) =    818.00

Tc = K*[(LENGTH** 3.00)/(ELEVATION CHANGE)]**0.20
SUBAREA ANALYSIS USED MINIMUM Tc(MIN.) =   13.392
* 100 YEAR RAINFALL INTENSITY(INCH/HR) =  3.197
SUBAREA Tc AND LOSS RATE DATA(AMC  II):
 DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS   Tc
     LAND USE             GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN  (MIN.)
PUBLIC PARK                  A       6.30      0.98      0.850     32   13.39
SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  0.98
SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.850
SUBAREA RUNOFF(CFS) =     13.43
TOTAL AREA(ACRES) =       6.30   PEAK FLOW RATE(CFS) =     13.43

****************************************************************************
FLOW PROCESS FROM NODE    321.00 TO NODE    322.00 IS CODE =  91
----------------------------------------------------------------------------
>>>>>COMPUTE "V" GUTTER FLOW TRAVEL TIME THRU SUBAREA<<<<<
============================================================================
UPSTREAM NODE ELEVATION(FEET) =    818.00
DOWNSTREAM NODE ELEVATION(FEET) =    810.00
CHANNEL LENGTH THRU SUBAREA(FEET) =   970.00
"V" GUTTER WIDTH(FEET) =   5.00   GUTTER HIKE(FEET) =  0.800
PAVEMENT LIP(FEET) =  0.100   MANNING'S N = .0150
PAVEMENT CROSSFALL(DECIMAL NOTATION) = 0.10000
MAXIMUM DEPTH(FEET) =   3.00
* 100 YEAR RAINFALL INTENSITY(INCH/HR) =  2.884
SUBAREA LOSS RATE DATA(AMC  II):
 DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS
     LAND USE             GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
PUBLIC PARK                  A      19.80      0.98      0.850     32
SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  0.98
SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.850
TRAVEL TIME COMPUTED USING ESTIMATED FLOW(CFS) =     31.57
TRAVEL TIME THRU SUBAREA BASED ON VELOCITY(FEET/SEC.) =   6.44
AVERAGE FLOW DEPTH(FEET) =   1.20   FLOOD WIDTH(FEET) =   11.00
"V" GUTTER FLOW TRAVEL TIME(MIN.) =   2.51   Tc(MIN.) =   15.90
SUBAREA AREA(ACRES) =   19.80       SUBAREA RUNOFF(CFS) =   36.62
EFFECTIVE AREA(ACRES) =   26.10     AREA-AVERAGED Fm(INCH/HR) =   0.83
AREA-AVERAGED Fp(INCH/HR) =   0.98  AREA-AVERAGED Ap =   0.85
TOTAL AREA(ACRES) =       26.1          PEAK FLOW RATE(CFS) =      48.28

END OF SUBAREA "V" GUTTER HYDRAULICS:
DEPTH(FEET) =  1.37   FLOOD WIDTH(FEET) =   14.46
FLOW VELOCITY(FEET/SEC.) =   6.79   DEPTH*VELOCITY(FT*FT/SEC) =   9.33
LONGEST FLOWPATH FROM NODE    320.00 TO NODE    322.00 =    1290.00 FEET.

****************************************************************************
FLOW PROCESS FROM NODE    322.00 TO NODE    323.00 IS CODE =  91
----------------------------------------------------------------------------
>>>>>COMPUTE "V" GUTTER FLOW TRAVEL TIME THRU SUBAREA<<<<<
============================================================================
UPSTREAM NODE ELEVATION(FEET) =    810.00
```

```
 DOWNSTREAM NODE ELEVATION(FEET) =     800.00
 CHANNEL LENGTH THRU SUBAREA(FEET) =    950.00
 "V" GUTTER WIDTH(FEET) =    5.00   GUTTER HIKE(FEET) =  0.800
 PAVEMENT LIP(FEET) =  0.100   MANNING'S N = .0150
 PAVEMENT CROSSFALL(DECIMAL NOTATION) = 0.10000
 MAXIMUM DEPTH(FEET) =    3.00
 * 100 YEAR RAINFALL INTENSITY(INCH/HR) =  2.691
 SUBAREA LOSS RATE DATA(AMC  II):
  DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS
      LAND USE             GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
 PUBLIC PARK                 A        2.30      0.98      0.850    32
 PUBLIC PARK                 A       41.30      0.98      0.850    32
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  0.98
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.850
 TRAVEL TIME COMPUTED USING ESTIMATED FLOW(CFS) =     84.70
 TRAVEL TIME THRU SUBAREA BASED ON VELOCITY(FEET/SEC.) =   8.16
 AVERAGE FLOW DEPTH(FEET) =   1.57   FLOOD WIDTH(FEET) =   18.44
 "V" GUTTER FLOW TRAVEL TIME(MIN.) =   1.94   Tc(MIN.) =   17.84
 SUBAREA AREA(ACRES) =   43.60       SUBAREA RUNOFF(CFS) =   73.09
 EFFECTIVE AREA(ACRES) =   69.70     AREA-AVERAGED Fm(INCH/HR) =   0.83
 AREA-AVERAGED Fp(INCH/HR) =   0.98  AREA-AVERAGED Ap =   0.85
 TOTAL AREA(ACRES) =       69.7        PEAK FLOW RATE(CFS) =     116.85

 END OF SUBAREA "V" GUTTER HYDRAULICS:
 DEPTH(FEET) =  1.73   FLOOD WIDTH(FEET) =   21.68
 FLOW VELOCITY(FEET/SEC.) =   8.57   DEPTH*VELOCITY(FT*FT/SEC) =  14.87
 LONGEST FLOWPATH FROM NODE    320.00 TO NODE    323.00 =    2240.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE    323.00 TO NODE    324.00 IS CODE =  31
----------------------------------------------------------------------------
 >>>>>COMPUTE PIPE-FLOW TRAVEL TIME THRU SUBAREA<<<<<
 >>>>>USING COMPUTER-ESTIMATED PIPESIZE (NON-PRESSURE FLOW)<<<<<
============================================================================
 ELEVATION DATA: UPSTREAM(FEET) =   800.00  DOWNSTREAM(FEET) =   778.00
 FLOW LENGTH(FEET) =  1650.00   MANNING'S N =  0.013
 DEPTH OF FLOW IN  45.0 INCH PIPE IS  34.5 INCHES
 PIPE-FLOW VELOCITY(FEET/SEC.) =  12.85
 ESTIMATED PIPE DIAMETER(INCH) =  45.00    NUMBER OF PIPES =   1
 PIPE-FLOW(CFS) =     116.85
 PIPE TRAVEL TIME(MIN.) =   2.14    Tc(MIN.) =   19.98
 LONGEST FLOWPATH FROM NODE    320.00 TO NODE    324.00 =    3890.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE    324.00 TO NODE    324.00 IS CODE =  81
----------------------------------------------------------------------------
 >>>>>ADDITION OF SUBAREA TO MAINLINE PEAK FLOW<<<<<
============================================================================
 MAINLINE Tc(MIN.) =   19.98
 * 100 YEAR RAINFALL INTENSITY(INCH/HR) =  2.515
 SUBAREA LOSS RATE DATA(AMC  II):
  DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS
      LAND USE             GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
 PUBLIC PARK                 A        3.80      0.98      0.850    32
 PUBLIC PARK                 A       78.00      0.98      0.850    32
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  0.98
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.850
 SUBAREA AREA(ACRES) =   81.80       SUBAREA RUNOFF(CFS) =  124.11
 EFFECTIVE AREA(ACRES) =    151.50   AREA-AVERAGED Fm(INCH/HR) =  0.83
 AREA-AVERAGED Fp(INCH/HR) =  0.98  AREA-AVERAGED Ap =  0.85
 TOTAL AREA(ACRES) =      151.5       PEAK FLOW RATE(CFS) =     229.87

****************************************************************************
 FLOW PROCESS FROM NODE    324.00 TO NODE    345.00 IS CODE =  31
----------------------------------------------------------------------------
 >>>>>COMPUTE PIPE-FLOW TRAVEL TIME THRU SUBAREA<<<<<
 >>>>>USING COMPUTER-ESTIMATED PIPESIZE (NON-PRESSURE FLOW)<<<<<
============================================================================
 ELEVATION DATA: UPSTREAM(FEET) =   778.00  DOWNSTREAM(FEET) =   770.00
 FLOW LENGTH(FEET) =  1340.00   MANNING'S N =  0.013
 DEPTH OF FLOW IN  66.0 INCH PIPE IS  53.5 INCHES
 PIPE-FLOW VELOCITY(FEET/SEC.) =  11.14
 ESTIMATED PIPE DIAMETER(INCH) =  66.00    NUMBER OF PIPES =   1
 PIPE-FLOW(CFS) =     229.87
 PIPE TRAVEL TIME(MIN.) =   2.01    Tc(MIN.) =   21.99
 LONGEST FLOWPATH FROM NODE    320.00 TO NODE    345.00 =    5230.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE    345.00 TO NODE    345.00 IS CODE =   1
----------------------------------------------------------------------------
 >>>>>DESIGNATE INDEPENDENT STREAM FOR CONFLUENCE<<<<<
============================================================================
 TOTAL NUMBER OF STREAMS =  2
 CONFLUENCE VALUES USED FOR INDEPENDENT STREAM  1 ARE:
 TIME OF CONCENTRATION(MIN.) =   21.99
 RAINFALL INTENSITY(INCH/HR) =   2.37
 AREA-AVERAGED Fm(INCH/HR) =  0.83
 AREA-AVERAGED Fp(INCH/HR) =  0.98
 AREA-AVERAGED Ap =  0.85
 EFFECTIVE STREAM AREA(ACRES) =     151.50
 TOTAL STREAM AREA(ACRES) =     151.50
 PEAK FLOW RATE(CFS) AT CONFLUENCE =     229.87

****************************************************************************
 FLOW PROCESS FROM NODE    340.00 TO NODE    341.00 IS CODE =  21
----------------------------------------------------------------------------
 >>>>>RATIONAL METHOD INITIAL SUBAREA ANALYSIS<<<<<
 >>USE TIME-OF-CONCENTRATION NOMOGRAPH FOR INITIAL SUBAREA<<
============================================================================
 INITIAL SUBAREA FLOW-LENGTH(FEET) =  1000.00
 ELEVATION DATA: UPSTREAM(FEET) =    840.00  DOWNSTREAM(FEET) =    830.00

 Tc = K*[(LENGTH** 3.00)/(ELEVATION CHANGE)]**0.20
 SUBAREA ANALYSIS USED MINIMUM Tc(MIN.) =   12.102
 * 100 YEAR RAINFALL INTENSITY(INCH/HR) =  3.397
 SUBAREA Tc AND LOSS RATE DATA(AMC  II):
  DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS   Tc
      LAND USE             GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN  (MIN.)
 COMMERCIAL                  A        2.50      0.98      0.100    32   12.10
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  0.98
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.100
 SUBAREA RUNOFF(CFS) =      7.42
```

```
 TOTAL AREA(ACRES) =      2.50   PEAK FLOW RATE(CFS) =      7.42

****************************************************************************
 FLOW PROCESS FROM NODE    341.00 TO NODE    342.00 IS CODE =  62
----------------------------------------------------------------------------
 >>>>>COMPUTE STREET FLOW TRAVEL TIME THRU SUBAREA<<<<<
 >>>>>(STREET TABLE SECTION #  2 USED)<<<<<
============================================================================
 UPSTREAM ELEVATION(FEET) =  830.00  DOWNSTREAM ELEVATION(FEET) =  815.00
 STREET LENGTH(FEET) =  1030.00   CURB HEIGHT(INCHES) =  8.0
 STREET HALFWIDTH(FEET) = 32.00

 DISTANCE FROM CROWN TO CROSSFALL GRADEBREAK(FEET) =  27.00
 INSIDE STREET CROSSFALL(DECIMAL) =  0.020
 OUTSIDE STREET CROSSFALL(DECIMAL) =  0.020

 SPECIFIED NUMBER OF HALFSTREETS CARRYING RUNOFF =  2
 STREET PARKWAY CROSSFALL(DECIMAL) =  0.020
 Manning's FRICTION FACTOR for Streetflow Section(curb-to-curb) =   0.0150
 Manning's FRICTION FACTOR for Back-of-Walk Flow Section =   0.0200

   **TRAVEL TIME COMPUTED USING ESTIMATED FLOW(CFS) =      10.25
   STREETFLOW MODEL RESULTS USING ESTIMATED FLOW:
   STREET FLOW DEPTH(FEET) =  0.40
   HALFSTREET FLOOD WIDTH(FEET) =   12.09
   AVERAGE FLOW VELOCITY(FEET/SEC.) =    3.10
   PRODUCT OF DEPTH&VELOCITY(FT*FT/SEC.) =    1.24
 STREET FLOW TRAVEL TIME(MIN.) =   5.53   Tc(MIN.) =   17.63
 * 100 YEAR RAINFALL INTENSITY(INCH/HR) =  2.710
 SUBAREA LOSS RATE DATA(AMC  II):
  DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS
      LAND USE            GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
 COMMERCIAL                 A        2.40      0.98      0.100    32
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  0.98
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.100
 SUBAREA AREA(ACRES) =     2.40      SUBAREA RUNOFF(CFS) =     5.64
 EFFECTIVE AREA(ACRES) =      4.90    AREA-AVERAGED Fm(INCH/HR) =  0.10
 AREA-AVERAGED Fp(INCH/HR) =  0.98  AREA-AVERAGED Ap =  0.10
 TOTAL AREA(ACRES) =        4.9        PEAK FLOW RATE(CFS) =      11.52

 END OF SUBAREA STREET FLOW HYDRAULICS:
 DEPTH(FEET) = 0.41   HALFSTREET FLOOD WIDTH(FEET) =  12.73
 FLOW VELOCITY(FEET/SEC.) =  3.19   DEPTH*VELOCITY(FT*FT/SEC.) =   1.31
 LONGEST FLOWPATH FROM NODE    340.00 TO NODE    342.00 =    2030.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE    342.00 TO NODE    342.00 IS CODE =  81
----------------------------------------------------------------------------
 >>>>>ADDITION OF SUBAREA TO MAINLINE PEAK FLOW<<<<<
============================================================================
 MAINLINE Tc(MIN.) =   17.63
 * 100 YEAR RAINFALL INTENSITY(INCH/HR) =  2.710
 SUBAREA LOSS RATE DATA(AMC  II):
  DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS
      LAND USE            GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
 COMMERCIAL                 A        7.90      0.98      0.100    32
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  0.98
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.100
 SUBAREA AREA(ACRES) =     7.90      SUBAREA RUNOFF(CFS) =    18.58
 EFFECTIVE AREA(ACRES) =     12.80   AREA-AVERAGED Fm(INCH/HR) =  0.10
 AREA-AVERAGED Fp(INCH/HR) =  0.98  AREA-AVERAGED Ap =  0.10
 TOTAL AREA(ACRES) =       12.8       PEAK FLOW RATE(CFS) =      30.10

****************************************************************************
 FLOW PROCESS FROM NODE    342.00 TO NODE    342.00 IS CODE =  81
----------------------------------------------------------------------------
 >>>>>ADDITION OF SUBAREA TO MAINLINE PEAK FLOW<<<<<
============================================================================
 MAINLINE Tc(MIN.) =   17.63
 * 100 YEAR RAINFALL INTENSITY(INCH/HR) =  2.710
 SUBAREA LOSS RATE DATA(AMC  II):
  DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS
      LAND USE            GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
 COMMERCIAL                 A       15.70      0.98      0.100    32
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  0.97
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.100
 SUBAREA AREA(ACRES) =    15.70      SUBAREA RUNOFF(CFS) =    36.92
 EFFECTIVE AREA(ACRES) =     28.50   AREA-AVERAGED Fm(INCH/HR) =  0.10
 AREA-AVERAGED Fp(INCH/HR) =  0.98  AREA-AVERAGED Ap =  0.10
 TOTAL AREA(ACRES) =       28.5       PEAK FLOW RATE(CFS) =      67.02

****************************************************************************
 FLOW PROCESS FROM NODE    342.00 TO NODE    343.00 IS CODE =  31
----------------------------------------------------------------------------
 >>>>>COMPUTE PIPE-FLOW TRAVEL TIME THRU SUBAREA<<<<<
 >>>>>USING COMPUTER-ESTIMATED PIPESIZE (NON-PRESSURE FLOW)<<<<<
============================================================================
 ELEVATION DATA: UPSTREAM(FEET) =  815.00  DOWNSTREAM(FEET) =  805.00
 FLOW LENGTH(FEET) =  700.00   MANNING'S N =  0.013
 DEPTH OF FLOW IN  36.0 INCH PIPE IS  27.7 INCHES
 PIPE-FLOW VELOCITY(FEET/SEC.) =  11.47
 ESTIMATED PIPE DIAMETER(INCH) =  36.00    NUMBER OF PIPES =   1
 PIPE-FLOW(CFS) =      67.02
 PIPE TRAVEL TIME(MIN.) =   1.02    Tc(MIN.) =   18.65
 LONGEST FLOWPATH FROM NODE    340.00 TO NODE    343.00 =    2730.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE    343.00 TO NODE    343.00 IS CODE =  81
----------------------------------------------------------------------------
 >>>>>ADDITION OF SUBAREA TO MAINLINE PEAK FLOW<<<<<
============================================================================
 MAINLINE Tc(MIN.) =   18.65
 * 100 YEAR RAINFALL INTENSITY(INCH/HR) =  2.621
 SUBAREA LOSS RATE DATA(AMC  II):
  DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS
      LAND USE            GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
 COMMERCIAL                 A       14.70      0.98      0.100    32
 RESIDENTIAL
 "5-7 DWELLINGS/ACRE"       A        8.70      0.98      0.500    32
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  0.98
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.249
 SUBAREA AREA(ACRES) =   23.40      SUBAREA RUNOFF(CFS) =    50.09
```

```
 EFFECTIVE AREA(ACRES) =     51.90   AREA-AVERAGED Fm(INCH/HR) =  0.16
 AREA-AVERAGED Fp(INCH/HR) =  0.98  AREA-AVERAGED Ap =  0.17
 TOTAL AREA(ACRES) =       51.9       PEAK FLOW RATE(CFS) =     114.81

****************************************************************************
 FLOW PROCESS FROM NODE    343.00 TO NODE    344.00 IS CODE =  31
----------------------------------------------------------------------------
 >>>>>COMPUTE PIPE-FLOW TRAVEL TIME THRU SUBAREA<<<<<
 >>>>>USING COMPUTER-ESTIMATED PIPESIZE (NON-PRESSURE FLOW)<<<<<
============================================================================
 ELEVATION DATA: UPSTREAM(FEET) =   805.00  DOWNSTREAM(FEET) =   798.00
 FLOW LENGTH(FEET) =   600.00   MANNING'S N =  0.013
 DEPTH OF FLOW IN  45.0 INCH PIPE IS  36.2 INCHES
 PIPE-FLOW VELOCITY(FEET/SEC.) =  12.06
 ESTIMATED PIPE DIAMETER(INCH) =  45.00    NUMBER OF PIPES =   1
 PIPE-FLOW(CFS) =     114.81
 PIPE TRAVEL TIME(MIN.) =   0.83    Tc(MIN.) =   19.48
 LONGEST FLOWPATH FROM NODE    340.00 TO NODE    344.00 =    3330.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE    344.00 TO NODE    344.00 IS CODE =  81
----------------------------------------------------------------------------
 >>>>>ADDITION OF SUBAREA TO MAINLINE PEAK FLOW<<<<<
============================================================================
 MAINLINE Tc(MIN.) =   19.48
 * 100 YEAR RAINFALL INTENSITY(INCH/HR) =  2.553
 SUBAREA LOSS RATE DATA(AMC  II):
  DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS
      LAND USE             GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
 COMMERCIAL                  A       15.50      0.98      0.100    32
 RESIDENTIAL
 "5-7 DWELLINGS/ACRE"        A       41.90      0.98      0.500    32
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  0.98
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.392
 SUBAREA AREA(ACRES) =   57.40      SUBAREA RUNOFF(CFS) =  112.16
 EFFECTIVE AREA(ACRES) =    109.30   AREA-AVERAGED Fm(INCH/HR) =  0.28
 AREA-AVERAGED Fp(INCH/HR) =  0.98  AREA-AVERAGED Ap =  0.29
 TOTAL AREA(ACRES) =      109.3       PEAK FLOW RATE(CFS) =     223.81

****************************************************************************
 FLOW PROCESS FROM NODE    344.00 TO NODE    345.00 IS CODE =  31
----------------------------------------------------------------------------
 >>>>>COMPUTE PIPE-FLOW TRAVEL TIME THRU SUBAREA<<<<<
 >>>>>USING COMPUTER-ESTIMATED PIPESIZE (NON-PRESSURE FLOW)<<<<<
============================================================================
 ELEVATION DATA: UPSTREAM(FEET) =   798.00  DOWNSTREAM(FEET) =   770.00
 FLOW LENGTH(FEET) =  1980.00   MANNING'S N =  0.013
 DEPTH OF FLOW IN  57.0 INCH PIPE IS  43.3 INCHES
 PIPE-FLOW VELOCITY(FEET/SEC.) =  15.48
 ESTIMATED PIPE DIAMETER(INCH) =  57.00    NUMBER OF PIPES =   1
 PIPE-FLOW(CFS) =     223.81
 PIPE TRAVEL TIME(MIN.) =   2.13    Tc(MIN.) =   21.61
 LONGEST FLOWPATH FROM NODE    340.00 TO NODE    345.00 =    5310.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE    345.00 TO NODE    345.00 IS CODE =  81
----------------------------------------------------------------------------
 >>>>>ADDITION OF SUBAREA TO MAINLINE PEAK FLOW<<<<<
============================================================================
 MAINLINE Tc(MIN.) =   21.61
 * 100 YEAR RAINFALL INTENSITY(INCH/HR) =  2.399
 SUBAREA LOSS RATE DATA(AMC  II):
  DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS
      LAND USE             GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
 COMMERCIAL                  A       22.80      0.98      0.100    32
 RESIDENTIAL
 "5-7 DWELLINGS/ACRE"        A       32.90      0.98      0.500    32
 RESIDENTIAL
 "11+ DWELLINGS/ACRE"        A       54.70      0.98      0.200    32
 RESIDENTIAL
 "11+ DWELLINGS/ACRE"        A        2.70      0.98      0.200    32
 COMMERCIAL                  A        4.90      0.98      0.100    32
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  0.98
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.260
 SUBAREA AREA(ACRES) =  118.00      SUBAREA RUNOFF(CFS) =  227.83
 EFFECTIVE AREA(ACRES) =    227.30   AREA-AVERAGED Fm(INCH/HR) =  0.27
 AREA-AVERAGED Fp(INCH/HR) =  0.98  AREA-AVERAGED Ap =  0.27
 TOTAL AREA(ACRES) =      227.3       PEAK FLOW RATE(CFS) =     436.47

****************************************************************************
 FLOW PROCESS FROM NODE    345.00 TO NODE    345.00 IS CODE =   1
----------------------------------------------------------------------------
 >>>>>DESIGNATE INDEPENDENT STREAM FOR CONFLUENCE<<<<<
 >>>>>AND COMPUTE VARIOUS CONFLUENCED STREAM VALUES<<<<<
============================================================================
 TOTAL NUMBER OF STREAMS =  2
 CONFLUENCE VALUES USED FOR INDEPENDENT STREAM  2 ARE:
 TIME OF CONCENTRATION(MIN.) =   21.61
 RAINFALL INTENSITY(INCH/HR) =   2.40
 AREA-AVERAGED Fm(INCH/HR) =  0.27
 AREA-AVERAGED Fp(INCH/HR) =  0.98
 AREA-AVERAGED Ap =  0.27
 EFFECTIVE STREAM AREA(ACRES) =     227.30
 TOTAL STREAM AREA(ACRES) =     227.30
 PEAK FLOW RATE(CFS) AT CONFLUENCE =     436.47

 ** CONFLUENCE DATA **
  STREAM       Q      Tc   Intensity   Fp(Fm)      Ap      Ae      HEADWATER
  NUMBER     (CFS)   (MIN.) (INCH/HR) (INCH/HR)           (ACRES)     NODE
     1      229.87   21.99    2.374  0.98( 0.83) 0.85     151.5     320.00
     2      436.47   21.61    2.399  0.98( 0.27) 0.27     227.3     340.00

 RAINFALL INTENSITY AND TIME OF CONCENTRATION RATIO
 CONFLUENCE FORMULA USED FOR  2 STREAMS.

 ** PEAK FLOW RATE TABLE **
  STREAM       Q      Tc   Intensity   Fp(Fm)      Ap      Ae      HEADWATER
  NUMBER     (CFS)   (MIN.) (INCH/HR) (INCH/HR)           (ACRES)     NODE
     1      666.02   21.61    2.399  0.98( 0.49) 0.50     376.2     340.00
     2      661.30   21.99    2.374  0.98( 0.49) 0.50     378.8     320.00

 COMPUTED CONFLUENCE ESTIMATES ARE AS FOLLOWS:
```

```
 PEAK FLOW RATE(CFS) =     666.02    Tc(MIN.) =    21.61
 EFFECTIVE AREA(ACRES) =     376.22   AREA-AVERAGED Fm(INCH/HR) =  0.49
 AREA-AVERAGED Fp(INCH/HR) =  0.98  AREA-AVERAGED Ap =  0.50
 TOTAL AREA(ACRES) =      378.8
 LONGEST FLOWPATH FROM NODE    340.00 TO NODE    345.00 =    5310.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE    345.00 TO NODE    345.00 IS CODE =  10
----------------------------------------------------------------------------
 >>>>>MAIN-STREAM MEMORY COPIED ONTO MEMORY BANK # 1 <<<<<
============================================================================

****************************************************************************
 FLOW PROCESS FROM NODE    360.00 TO NODE    361.00 IS CODE =  21
----------------------------------------------------------------------------
 >>>>>RATIONAL METHOD INITIAL SUBAREA ANALYSIS<<<<<
 >>USE TIME-OF-CONCENTRATION NOMOGRAPH FOR INITIAL SUBAREA<<
============================================================================
 INITIAL SUBAREA FLOW-LENGTH(FEET) =   950.00
 ELEVATION DATA: UPSTREAM(FEET) =    840.00  DOWNSTREAM(FEET) =    830.00

 Tc = K*[(LENGTH** 3.00)/(ELEVATION CHANGE)]**0.20
 SUBAREA ANALYSIS USED MINIMUM Tc(MIN.) =   11.736
 * 100 YEAR RAINFALL INTENSITY(INCH/HR) =  3.460
 SUBAREA Tc AND LOSS RATE DATA(AMC  II):
  DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS   Tc
      LAND USE             GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN  (MIN.)
 COMMERCIAL                  A        1.40      0.98      0.100    32   11.74
 RESIDENTIAL
 "11+ DWELLINGS/ACRE"        A        9.00      0.98      0.200    32   12.51
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  0.98
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.187
 SUBAREA RUNOFF(CFS) =     30.69
 TOTAL AREA(ACRES) =     10.40   PEAK FLOW RATE(CFS) =     30.69

****************************************************************************
 FLOW PROCESS FROM NODE    361.00 TO NODE    362.00 IS CODE =  62
----------------------------------------------------------------------------
 >>>>>COMPUTE STREET FLOW TRAVEL TIME THRU SUBAREA<<<<<
 >>>>>(STREET TABLE SECTION #  2 USED)<<<<<
============================================================================
 UPSTREAM ELEVATION(FEET) =  830.00  DOWNSTREAM ELEVATION(FEET) =  825.00
 STREET LENGTH(FEET) =   500.00   CURB HEIGHT(INCHES) =  8.0
 STREET HALFWIDTH(FEET) = 32.00

 DISTANCE FROM CROWN TO CROSSFALL GRADEBREAK(FEET) =  27.00
 INSIDE STREET CROSSFALL(DECIMAL) =  0.020
 OUTSIDE STREET CROSSFALL(DECIMAL) =  0.020

 SPECIFIED NUMBER OF HALFSTREETS CARRYING RUNOFF =  2
 STREET PARKWAY CROSSFALL(DECIMAL) =  0.020
 Manning's FRICTION FACTOR for Streetflow Section(curb-to-curb) =   0.0150
 Manning's FRICTION FACTOR for Back-of-Walk Flow Section =   0.0200

   **TRAVEL TIME COMPUTED USING ESTIMATED FLOW(CFS) =     40.29
   STREETFLOW MODEL RESULTS USING ESTIMATED FLOW:
   STREET FLOW DEPTH(FEET) =  0.62
   HALFSTREET FLOOD WIDTH(FEET) =   22.85
   AVERAGE FLOW VELOCITY(FEET/SEC.) =    3.72
   PRODUCT OF DEPTH&VELOCITY(FT*FT/SEC.) =    2.29
 STREET FLOW TRAVEL TIME(MIN.) =   2.24   Tc(MIN.) =   13.97
 * 100 YEAR RAINFALL INTENSITY(INCH/HR) =  3.116
 SUBAREA LOSS RATE DATA(AMC  II):
  DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS
      LAND USE             GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
 RESIDENTIAL
 "11+ DWELLINGS/ACRE"        A        7.30      0.98      0.200    32
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  0.98
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.200
 SUBAREA AREA(ACRES) =    7.30      SUBAREA RUNOFF(CFS) =   19.19
 EFFECTIVE AREA(ACRES) =     17.70    AREA-AVERAGED Fm(INCH/HR) =  0.19
 AREA-AVERAGED Fp(INCH/HR) =  0.98  AREA-AVERAGED Ap =  0.19
 TOTAL AREA(ACRES) =      17.7       PEAK FLOW RATE(CFS) =      46.66

 END OF SUBAREA STREET FLOW HYDRAULICS:
 DEPTH(FEET) = 0.64   HALFSTREET FLOOD WIDTH(FEET) =  24.22
 FLOW VELOCITY(FEET/SEC.) =  3.85   DEPTH*VELOCITY(FT*FT/SEC.) =   2.48
 LONGEST FLOWPATH FROM NODE    360.00 TO NODE    362.00 =    1450.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE    362.00 TO NODE    362.00 IS CODE =  81
----------------------------------------------------------------------------
 >>>>>ADDITION OF SUBAREA TO MAINLINE PEAK FLOW<<<<<
============================================================================
 MAINLINE Tc(MIN.) =   13.97
 * 100 YEAR RAINFALL INTENSITY(INCH/HR) =  3.116
 SUBAREA LOSS RATE DATA(AMC  II):
  DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS
      LAND USE             GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
 COMMERCIAL                  A        5.30      0.98      0.100    32
 RESIDENTIAL
 "5-7 DWELLINGS/ACRE"        A       13.60      0.98      0.500    32
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  0.98
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.388
 SUBAREA AREA(ACRES) =   18.90      SUBAREA RUNOFF(CFS) =   46.58
 EFFECTIVE AREA(ACRES) =     36.60   AREA-AVERAGED Fm(INCH/HR) =  0.29
 AREA-AVERAGED Fp(INCH/HR) =  0.98  AREA-AVERAGED Ap =  0.29
 TOTAL AREA(ACRES) =      36.6       PEAK FLOW RATE(CFS) =      93.24

****************************************************************************
 FLOW PROCESS FROM NODE    362.00 TO NODE    363.00 IS CODE =  31
----------------------------------------------------------------------------
 >>>>>COMPUTE PIPE-FLOW TRAVEL TIME THRU SUBAREA<<<<<
 >>>>>USING COMPUTER-ESTIMATED PIPESIZE (NON-PRESSURE FLOW)<<<<<
============================================================================
 ELEVATION DATA: UPSTREAM(FEET) =   825.00  DOWNSTREAM(FEET) =   810.00
 FLOW LENGTH(FEET) =  1550.00   MANNING'S N =  0.013
 DEPTH OF FLOW IN  45.0 INCH PIPE IS  32.6 INCHES
 PIPE-FLOW VELOCITY(FEET/SEC.) =  10.86
 ESTIMATED PIPE DIAMETER(INCH) =  45.00    NUMBER OF PIPES =   1
 PIPE-FLOW(CFS) =      93.24
 PIPE TRAVEL TIME(MIN.) =   2.38    Tc(MIN.) =   16.35
```

```
 LONGEST FLOWPATH FROM NODE    360.00 TO NODE    363.00 =    3000.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE    363.00 TO NODE    363.00 IS CODE =  81
----------------------------------------------------------------------------
 >>>>>ADDITION OF SUBAREA TO MAINLINE PEAK FLOW<<<<<
============================================================================
 MAINLINE Tc(MIN.) =   16.35
 * 100 YEAR RAINFALL INTENSITY(INCH/HR) =  2.836
 SUBAREA LOSS RATE DATA(AMC  II):
  DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS
      LAND USE            GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
 COMMERCIAL                 A        7.40      0.98      0.100    32
 RESIDENTIAL
 "5-7 DWELLINGS/ACRE"       A       16.00      0.98      0.500    32
 RESIDENTIAL
 "11+ DWELLINGS/ACRE"       A        0.10      0.98      0.200    32
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  0.98
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.373
 SUBAREA AREA(ACRES) =   23.50     SUBAREA RUNOFF(CFS) =   52.29
 EFFECTIVE AREA(ACRES) =    60.10   AREA-AVERAGED Fm(INCH/HR) =  0.32
 AREA-AVERAGED Fp(INCH/HR) =  0.98  AREA-AVERAGED Ap =  0.32
 TOTAL AREA(ACRES) =       60.1      PEAK FLOW RATE(CFS) =     136.29

****************************************************************************
 FLOW PROCESS FROM NODE    363.00 TO NODE    364.00 IS CODE =  31
----------------------------------------------------------------------------
 >>>>>COMPUTE PIPE-FLOW TRAVEL TIME THRU SUBAREA<<<<<
 >>>>>USING COMPUTER-ESTIMATED PIPESIZE (NON-PRESSURE FLOW)<<<<<
============================================================================
 ELEVATION DATA: UPSTREAM(FEET) =   810.00  DOWNSTREAM(FEET) =   778.00
 FLOW LENGTH(FEET) =  2560.00   MANNING'S N =  0.013
 DEPTH OF FLOW IN  48.0 INCH PIPE IS  37.3 INCHES
 PIPE-FLOW VELOCITY(FEET/SEC.) =  13.01
 ESTIMATED PIPE DIAMETER(INCH) =  48.00    NUMBER OF PIPES =   1
 PIPE-FLOW(CFS) =     136.29
 PIPE TRAVEL TIME(MIN.) =   3.28    Tc(MIN.) =   19.63
 LONGEST FLOWPATH FROM NODE    360.00 TO NODE    364.00 =    5560.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE    364.00 TO NODE    364.00 IS CODE =  81
----------------------------------------------------------------------------
 >>>>>ADDITION OF SUBAREA TO MAINLINE PEAK FLOW<<<<<
============================================================================
 MAINLINE Tc(MIN.) =   19.63
 * 100 YEAR RAINFALL INTENSITY(INCH/HR) =  2.541
 SUBAREA LOSS RATE DATA(AMC  II):
  DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS
      LAND USE            GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
 COMMERCIAL                 A       10.90      0.98      0.100    32
 RESIDENTIAL
 "5-7 DWELLINGS/ACRE"       A       31.00      0.98      0.500    32
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  0.98
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.396
 SUBAREA AREA(ACRES) =   41.90     SUBAREA RUNOFF(CFS) =   81.27
 EFFECTIVE AREA(ACRES) =    102.00   AREA-AVERAGED Fm(INCH/HR) =  0.34
 AREA-AVERAGED Fp(INCH/HR) =  0.97  AREA-AVERAGED Ap =  0.35
 TOTAL AREA(ACRES) =       102.0      PEAK FLOW RATE(CFS) =     201.63

****************************************************************************
 FLOW PROCESS FROM NODE    364.00 TO NODE    354.00 IS CODE =  31
----------------------------------------------------------------------------
 >>>>>COMPUTE PIPE-FLOW TRAVEL TIME THRU SUBAREA<<<<<
 >>>>>USING COMPUTER-ESTIMATED PIPESIZE (NON-PRESSURE FLOW)<<<<<
============================================================================
 ELEVATION DATA: UPSTREAM(FEET) =   778.00  DOWNSTREAM(FEET) =   775.00
 FLOW LENGTH(FEET) =  1330.00   MANNING'S N =  0.013
 DEPTH OF FLOW IN  78.0 INCH PIPE IS  58.1 INCHES
 PIPE-FLOW VELOCITY(FEET/SEC.) =   7.60
 ESTIMATED PIPE DIAMETER(INCH) =  78.00    NUMBER OF PIPES =   1
 PIPE-FLOW(CFS) =     201.63
 PIPE TRAVEL TIME(MIN.) =   2.92    Tc(MIN.) =   22.55
 LONGEST FLOWPATH FROM NODE    360.00 TO NODE    354.00 =    6890.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE    354.00 TO NODE    354.00 IS CODE =   1
----------------------------------------------------------------------------
 >>>>>DESIGNATE INDEPENDENT STREAM FOR CONFLUENCE<<<<<
============================================================================
 TOTAL NUMBER OF STREAMS =  2
 CONFLUENCE VALUES USED FOR INDEPENDENT STREAM  1 ARE:
 TIME OF CONCENTRATION(MIN.) =   22.55
 RAINFALL INTENSITY(INCH/HR) =   2.34
 AREA-AVERAGED Fm(INCH/HR) =  0.34
 AREA-AVERAGED Fp(INCH/HR) =  0.97
 AREA-AVERAGED Ap =  0.35
 EFFECTIVE STREAM AREA(ACRES) =    102.00
 TOTAL STREAM AREA(ACRES) =    102.00
 PEAK FLOW RATE(CFS) AT CONFLUENCE =    201.63

****************************************************************************
 FLOW PROCESS FROM NODE    350.00 TO NODE    351.00 IS CODE =  21
----------------------------------------------------------------------------
 >>>>>RATIONAL METHOD INITIAL SUBAREA ANALYSIS<<<<<
 >>USE TIME-OF-CONCENTRATION NOMOGRAPH FOR INITIAL SUBAREA<<
============================================================================
 INITIAL SUBAREA FLOW-LENGTH(FEET) =   860.00
 ELEVATION DATA: UPSTREAM(FEET) =    840.00  DOWNSTREAM(FEET) =    832.00

 Tc = K*[(LENGTH** 3.00)/(ELEVATION CHANGE)]**0.20
 SUBAREA ANALYSIS USED MINIMUM Tc(MIN.) =   11.560
 * 100 YEAR RAINFALL INTENSITY(INCH/HR) =  3.492
 SUBAREA Tc AND LOSS RATE DATA(AMC  II):
  DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS   Tc
      LAND USE            GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN  (MIN.)
 COMMERCIAL                 A        8.70      0.98      0.100    32   11.56
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  0.98
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.100
 SUBAREA RUNOFF(CFS) =     26.58
 TOTAL AREA(ACRES) =      8.70   PEAK FLOW RATE(CFS) =     26.58

****************************************************************************
```

```
 FLOW PROCESS FROM NODE     351.00 TO NODE     352.00 IS CODE =  62
----------------------------------------------------------------------------
 >>>>>COMPUTE STREET FLOW TRAVEL TIME THRU SUBAREA<<<<<
 >>>>>(STREET TABLE SECTION #  2 USED)<<<<<
============================================================================
 UPSTREAM ELEVATION(FEET) =  832.00  DOWNSTREAM ELEVATION(FEET) =  825.00
 STREET LENGTH(FEET) =  1200.00   CURB HEIGHT(INCHES) =  8.0
 STREET HALFWIDTH(FEET) = 32.00

 DISTANCE FROM CROWN TO CROSSFALL GRADEBREAK(FEET) =  27.00
 INSIDE STREET CROSSFALL(DECIMAL) =  0.020
 OUTSIDE STREET CROSSFALL(DECIMAL) =  0.020

 SPECIFIED NUMBER OF HALFSTREETS CARRYING RUNOFF =  2
 STREET PARKWAY CROSSFALL(DECIMAL) =  0.020
 Manning's FRICTION FACTOR for Streetflow Section(curb-to-curb) =   0.0150
 Manning's FRICTION FACTOR for Back-of-Walk Flow Section =   0.0200

   **TRAVEL TIME COMPUTED USING ESTIMATED FLOW(CFS) =      53.18
   STREETFLOW MODEL RESULTS USING ESTIMATED FLOW:
   STREET FLOW DEPTH(FEET) =  0.72
   HALFSTREET FLOOD WIDTH(FEET) =   31.04
   AVERAGE FLOW VELOCITY(FEET/SEC.) =    3.23
   PRODUCT OF DEPTH&VELOCITY(FT*FT/SEC.) =    2.33
 STREET FLOW TRAVEL TIME(MIN.) =   6.20   Tc(MIN.) =   17.76
 * 100 YEAR RAINFALL INTENSITY(INCH/HR) =  2.699
 SUBAREA LOSS RATE DATA(AMC  II):
  DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS
      LAND USE            GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
 COMMERCIAL                 A        0.80      0.98      0.100    32
 COMMERCIAL                 A       21.80      0.98      0.100    32
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  0.98
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.100
 SUBAREA AREA(ACRES) =   22.60      SUBAREA RUNOFF(CFS) =   52.92
 EFFECTIVE AREA(ACRES) =    31.30    AREA-AVERAGED Fm(INCH/HR) =  0.10
 AREA-AVERAGED Fp(INCH/HR) =  0.98  AREA-AVERAGED Ap =  0.10
 TOTAL AREA(ACRES) =       31.3       PEAK FLOW RATE(CFS) =      73.29

 END OF SUBAREA STREET FLOW HYDRAULICS:
 DEPTH(FEET) = 0.79   HALFSTREET FLOOD WIDTH(FEET) =  38.21
 FLOW VELOCITY(FEET/SEC.) =  3.42   DEPTH*VELOCITY(FT*FT/SEC.) =   2.72
 *NOTE: INITIAL SUBAREA NOMOGRAPH WITH SUBAREA PARAMETERS,
        AND L = 1200.0 FT WITH ELEVATION-DROP =   7.0 FT, IS   60.0 CFS,
        WHICH EXCEEDS THE TOP-OF-CURB STREET CAPACITY AT NODE    352.00
 LONGEST FLOWPATH FROM NODE    350.00 TO NODE    352.00 =    2060.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE     352.00 TO NODE     352.00 IS CODE =  81
----------------------------------------------------------------------------
 >>>>>ADDITION OF SUBAREA TO MAINLINE PEAK FLOW<<<<<
============================================================================
 MAINLINE Tc(MIN.) =   17.76
 * 100 YEAR RAINFALL INTENSITY(INCH/HR) =  2.699
 SUBAREA LOSS RATE DATA(AMC  II):
  DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS
      LAND USE            GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
 COMMERCIAL                 A        4.70      0.98      0.100    32
 COMMERCIAL                 A       14.50      0.98      0.100    32
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  0.98
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.100
 SUBAREA AREA(ACRES) =   19.20      SUBAREA RUNOFF(CFS) =   44.96
 EFFECTIVE AREA(ACRES) =    50.50   AREA-AVERAGED Fm(INCH/HR) =  0.10
 AREA-AVERAGED Fp(INCH/HR) =  0.98  AREA-AVERAGED Ap =  0.10
 TOTAL AREA(ACRES) =       50.5       PEAK FLOW RATE(CFS) =     118.24

****************************************************************************
 FLOW PROCESS FROM NODE     352.00 TO NODE     353.00 IS CODE =  31
----------------------------------------------------------------------------
 >>>>>COMPUTE PIPE-FLOW TRAVEL TIME THRU SUBAREA<<<<<
 >>>>>USING COMPUTER-ESTIMATED PIPESIZE (NON-PRESSURE FLOW)<<<<<
============================================================================
 ELEVATION DATA: UPSTREAM(FEET) =   825.00  DOWNSTREAM(FEET) =   805.00
 FLOW LENGTH(FEET) =  1500.00   MANNING'S N =  0.013
 DEPTH OF FLOW IN  45.0 INCH PIPE IS  34.9 INCHES
 PIPE-FLOW VELOCITY(FEET/SEC.) =  12.87
 ESTIMATED PIPE DIAMETER(INCH) =  45.00    NUMBER OF PIPES =   1
 PIPE-FLOW(CFS) =     118.24
 PIPE TRAVEL TIME(MIN.) =   1.94    Tc(MIN.) =   19.70
 LONGEST FLOWPATH FROM NODE    350.00 TO NODE    353.00 =    3560.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE     353.00 TO NODE     353.00 IS CODE =  81
----------------------------------------------------------------------------
 >>>>>ADDITION OF SUBAREA TO MAINLINE PEAK FLOW<<<<<
============================================================================
 MAINLINE Tc(MIN.) =   19.70
 * 100 YEAR RAINFALL INTENSITY(INCH/HR) =  2.536
 SUBAREA LOSS RATE DATA(AMC  II):
  DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS
      LAND USE            GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
 COMMERCIAL                 A       21.00      0.98      0.100    32
 RESIDENTIAL
 "5-7 DWELLINGS/ACRE"       A       16.60      0.98      0.500    32
 RESIDENTIAL
 "11+ DWELLINGS/ACRE"       A       12.40      0.98      0.200    32
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  0.98
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.258
 SUBAREA AREA(ACRES) =   50.00      SUBAREA RUNOFF(CFS) =  102.82
 EFFECTIVE AREA(ACRES) =   100.50   AREA-AVERAGED Fm(INCH/HR) =  0.17
 AREA-AVERAGED Fp(INCH/HR) =  0.98  AREA-AVERAGED Ap =  0.18
 TOTAL AREA(ACRES) =      100.5       PEAK FLOW RATE(CFS) =     213.66

****************************************************************************
 FLOW PROCESS FROM NODE     353.00 TO NODE     354.00 IS CODE =  31
----------------------------------------------------------------------------
 >>>>>COMPUTE PIPE-FLOW TRAVEL TIME THRU SUBAREA<<<<<
 >>>>>USING COMPUTER-ESTIMATED PIPESIZE (NON-PRESSURE FLOW)<<<<<
============================================================================
 ELEVATION DATA: UPSTREAM(FEET) =   805.00  DOWNSTREAM(FEET) =   775.00
 FLOW LENGTH(FEET) =  2560.00   MANNING'S N =  0.013
 DEPTH OF FLOW IN  57.0 INCH PIPE IS  45.3 INCHES
 PIPE-FLOW VELOCITY(FEET/SEC.) =  14.14
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```
 ESTIMATED PIPE DIAMETER(INCH) =  57.00    NUMBER OF PIPES =   1
 PIPE-FLOW(CFS) =     213.66
 PIPE TRAVEL TIME(MIN.) =   3.02    Tc(MIN.) =   22.72
 LONGEST FLOWPATH FROM NODE    350.00 TO NODE    354.00 =    6120.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE    354.00 TO NODE    354.00 IS CODE =  81
----------------------------------------------------------------------------
 >>>>>ADDITION OF SUBAREA TO MAINLINE PEAK FLOW<<<<<
============================================================================
 MAINLINE Tc(MIN.) =   22.72
 * 100 YEAR RAINFALL INTENSITY(INCH/HR) =  2.328
 SUBAREA LOSS RATE DATA(AMC  II):
  DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS
      LAND USE            GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
 COMMERCIAL                 A       20.80      0.98      0.100    32
 RESIDENTIAL
 "5-7 DWELLINGS/ACRE"       A       50.70      0.98      0.500    32
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  0.98
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.384
 SUBAREA AREA(ACRES) =   71.50     SUBAREA RUNOFF(CFS) =  125.75
 EFFECTIVE AREA(ACRES) =    172.00   AREA-AVERAGED Fm(INCH/HR) =  0.26
 AREA-AVERAGED Fp(INCH/HR) =  0.98  AREA-AVERAGED Ap =  0.26
 TOTAL AREA(ACRES) =      172.0      PEAK FLOW RATE(CFS) =     320.61

****************************************************************************
 FLOW PROCESS FROM NODE    354.00 TO NODE    354.00 IS CODE =   1
----------------------------------------------------------------------------
 >>>>>DESIGNATE INDEPENDENT STREAM FOR CONFLUENCE<<<<<
 >>>>>AND COMPUTE VARIOUS CONFLUENCED STREAM VALUES<<<<<
============================================================================
 TOTAL NUMBER OF STREAMS =  2
 CONFLUENCE VALUES USED FOR INDEPENDENT STREAM  2 ARE:
 TIME OF CONCENTRATION(MIN.) =   22.72
 RAINFALL INTENSITY(INCH/HR) =   2.33
 AREA-AVERAGED Fm(INCH/HR) =  0.26
 AREA-AVERAGED Fp(INCH/HR) =  0.98
 AREA-AVERAGED Ap =  0.26
 EFFECTIVE STREAM AREA(ACRES) =     172.00
 TOTAL STREAM AREA(ACRES) =     172.00
 PEAK FLOW RATE(CFS) AT CONFLUENCE =     320.61

 ** CONFLUENCE DATA **
  STREAM       Q       Tc   Intensity   Fp(Fm)      Ap      Ae     HEADWATER
  NUMBER     (CFS)   (MIN.) (INCH/HR) (INCH/HR)           (ACRES)    NODE
     1      201.63   22.55     2.339  0.97( 0.34) 0.35     102.0     360.00
     2      320.61   22.72     2.328  0.98( 0.26) 0.26     172.0     350.00

 RAINFALL INTENSITY AND TIME OF CONCENTRATION RATIO
 CONFLUENCE FORMULA USED FOR  2 STREAMS.

 ** PEAK FLOW RATE TABLE **
  STREAM       Q       Tc   Intensity   Fp(Fm)      Ap      Ae     HEADWATER
  NUMBER     (CFS)   (MIN.) (INCH/HR) (INCH/HR)           (ACRES)    NODE
     1      521.47   22.55     2.339  0.98( 0.29) 0.30     272.7     360.00
     2      521.19   22.72     2.328  0.98( 0.29) 0.30     274.0     350.00

 COMPUTED CONFLUENCE ESTIMATES ARE AS FOLLOWS:
 PEAK FLOW RATE(CFS) =     521.47    Tc(MIN.) =    22.55
 EFFECTIVE AREA(ACRES) =     272.73   AREA-AVERAGED Fm(INCH/HR) =  0.29
 AREA-AVERAGED Fp(INCH/HR) =  0.98  AREA-AVERAGED Ap =  0.30
 TOTAL AREA(ACRES) =      274.0
 LONGEST FLOWPATH FROM NODE    360.00 TO NODE    354.00 =    6890.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE    354.00 TO NODE    345.00 IS CODE =  31
----------------------------------------------------------------------------
 >>>>>COMPUTE PIPE-FLOW TRAVEL TIME THRU SUBAREA<<<<<
 >>>>>USING COMPUTER-ESTIMATED PIPESIZE (NON-PRESSURE FLOW)<<<<<
============================================================================
 ELEVATION DATA: UPSTREAM(FEET) =   775.00  DOWNSTREAM(FEET) =   770.00
 FLOW LENGTH(FEET) =  1350.00   MANNING'S N =  0.013
 DEPTH OF FLOW IN 102.0 INCH PIPE IS  75.2 INCHES
 PIPE-FLOW VELOCITY(FEET/SEC.) =  11.63
 ESTIMATED PIPE DIAMETER(INCH) = 102.00    NUMBER OF PIPES =   1
 PIPE-FLOW(CFS) =     521.47
 PIPE TRAVEL TIME(MIN.) =   1.94    Tc(MIN.) =   24.48
 LONGEST FLOWPATH FROM NODE    360.00 TO NODE    345.00 =    8240.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE    345.00 TO NODE    345.00 IS CODE =  11
----------------------------------------------------------------------------
 >>>>>CONFLUENCE MEMORY BANK # 1 WITH THE MAIN-STREAM MEMORY<<<<<
============================================================================

 ** MAIN STREAM CONFLUENCE DATA **
  STREAM       Q       Tc   Intensity   Fp(Fm)      Ap      Ae     HEADWATER
  NUMBER     (CFS)   (MIN.) (INCH/HR) (INCH/HR)           (ACRES)    NODE
     1      521.47   24.48     2.226  0.98( 0.29) 0.30     272.7     360.00
     2      521.19   24.65     2.217  0.98( 0.29) 0.30     274.0     350.00
 LONGEST FLOWPATH FROM NODE    360.00 TO NODE    345.00 =    8240.00 FEET.

 ** MEMORY BANK #  1 CONFLUENCE DATA **
  STREAM       Q       Tc   Intensity   Fp(Fm)      Ap      Ae     HEADWATER
  NUMBER     (CFS)   (MIN.) (INCH/HR) (INCH/HR)           (ACRES)    NODE
     1      666.02   21.61     2.399  0.98( 0.49) 0.50     376.2     340.00
     2      661.30   21.99     2.374  0.98( 0.49) 0.50     378.8     320.00
 LONGEST FLOWPATH FROM NODE    340.00 TO NODE    345.00 =    5310.00 FEET.

 ** PEAK FLOW RATE TABLE **
  STREAM       Q       Tc   Intensity   Fp(Fm)      Ap      Ae     HEADWATER
  NUMBER     (CFS)   (MIN.) (INCH/HR) (INCH/HR)           (ACRES)    NODE
     1     1167.45   21.61     2.399  0.98( 0.41) 0.42     617.0     340.00
     2     1165.48   21.99     2.374  0.98( 0.41) 0.42     623.7     320.00
     3     1130.65   24.48     2.226  0.98( 0.41) 0.42     651.5     360.00
     4     1127.18   24.65     2.217  0.98( 0.41) 0.42     652.8     350.00
   TOTAL AREA(ACRES) =      652.8

 COMPUTED CONFLUENCE ESTIMATES ARE AS FOLLOWS:
 PEAK FLOW RATE(CFS) =    1167.45  Tc(MIN.) =   21.611
 EFFECTIVE AREA(ACRES) =    616.95  AREA-AVERAGED Fm(INCH/HR) =  0.41
 AREA-AVERAGED Fp(INCH/HR) =  0.98  AREA-AVERAGED Ap =  0.42
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```
 TOTAL AREA(ACRES) =      652.8
 LONGEST FLOWPATH FROM NODE    360.00 TO NODE    345.00 =    8240.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE    345.00 TO NODE    345.00 IS CODE =  71
----------------------------------------------------------------------------
 >>>>>PEAK FLOW RATE ESTIMATOR CHANGED TO UNIT-HYDROGRAPH METHOD<<<<<
 >>>>>USING TIME-OF-CONCENTRATION OF LONGEST FLOWPATH<<<<<
============================================================================
 UNIT-HYDROGRAPH DATA:
 RAINFALL(INCH): 5M= 0.48;30M= 0.99;1H= 1.30;3H= 2.30;6H= 3.30;24H= 7.00
 S-GRAPH: VALLEY(DEV.)=100.0%;VALLEY(UNDEV.)/DESERT=  0.0%
          MOUNTAIN=  0.0%;FOOTHILL=  0.0%;DESERT(UNDEV.)=  0.0%
 Tc(HR) = 0.41; LAG(HR) = 0.33; Fm(INCH/HR) = 0.41; Ybar = 0.42
 USED SIERRA MADRE DEPTH-AREA CURVES WITH AMC  II CONDITION.
 DEPTH-AREA FACTORS: 5M = 0.97; 30M = 0.97; 1HR = 0.97;
 3HR = 1.00; 6HR = 1.00; 24HR= 1.00
 UNIT-INTERVAL(MIN) =  5.00   TOTAL AREA(ACRES) =      652.8
 LONGEST FLOWPATH FROM NODE    360.00 TO NODE    345.00 =    8240.00 FEET.
  EQUIVALENT BASIN FACTOR APPROXIMATIONS:
  Lca/L=0.3,n=.0316; Lca/L=0.4,n=.0283; Lca/L=0.5,n=.0260;Lca/L=0.6,n=.0243
 TIME OF PEAK FLOW(HR) = 16.42  RUNOFF VOLUME(AF) =     232.32
 UNIT-HYDROGRAPH METHOD PEAK FLOW RATE(CFS) =   1112.07
 TOTAL PEAK FLOW RATE(CFS) =   1112.07 (SOURCE FLOW INCLUDED)
 RATIONAL METHOD PEAK FLOW RATE(CFS) =   1167.45
  (UPSTREAM NODE PEAK FLOW RATE(CFS) =   1167.45)
 PEAK FLOW RATE(CFS) USED =   1167.45

****************************************************************************
 FLOW PROCESS FROM NODE    345.00 TO NODE    346.00 IS CODE =  31
----------------------------------------------------------------------------
 >>>>>COMPUTE PIPE-FLOW TRAVEL TIME THRU SUBAREA<<<<<
 >>>>>USING COMPUTER-ESTIMATED PIPESIZE (NON-PRESSURE FLOW)<<<<<
============================================================================
 ELEVATION DATA: UPSTREAM(FEET) =   770.00  DOWNSTREAM(FEET) =   752.00
 FLOW LENGTH(FEET) =  2560.00   MANNING'S N =  0.013
 DEPTH OF FLOW IN 120.0 INCH PIPE IS  92.6 INCHES
 PIPE-FLOW VELOCITY(FEET/SEC.) =  17.96
 ESTIMATED PIPE DIAMETER(INCH) = 120.00    NUMBER OF PIPES =   1
 PIPE-FLOW(CFS) =    1167.45
 PIPE TRAVEL TIME(MIN.) =   2.38    Tc(MIN.) =   26.86
 LONGEST FLOWPATH FROM NODE    360.00 TO NODE    346.00 =   10800.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE    346.00 TO NODE    346.00 IS CODE =  81
----------------------------------------------------------------------------
 >>>>>ADDITION OF SUBAREA TO MAINLINE PEAK FLOW<<<<<
============================================================================
 MAINLINE Tc(MIN.) =   26.86
 * 100 YEAR RAINFALL INTENSITY(INCH/HR) =  2.106
 SUBAREA LOSS RATE DATA(AMC  II):
  DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS
      LAND USE            GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
 COMMERCIAL                 A        1.00      0.98      0.100    32
 RESIDENTIAL
 "5-7 DWELLINGS/ACRE"       A       70.00      0.98      0.500    32
 COMMERCIAL                 A        9.40      0.98      0.100    32
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  0.98
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.448
 SUBAREA AREA(ACRES) =   80.40
 UNIT-HYDROGRAPH DATA:
 RAINFALL(INCH): 5M= 0.48;30M= 0.99;1H= 1.30;3H= 2.30;6H= 3.30;24H= 7.00
 S-GRAPH: VALLEY(DEV.)=100.0%;VALLEY(UNDEV.)/DESERT=  0.0%
          MOUNTAIN=  0.0%;FOOTHILL=  0.0%;DESERT(UNDEV.)=  0.0%
 Tc(HR) = 0.45; LAG(HR) = 0.36; Fm(INCH/HR) = 0.41; Ybar = 0.42
 USED SIERRA MADRE DEPTH-AREA CURVES WITH AMC  II CONDITION.
 DEPTH-AREA FACTORS: 5M = 0.97; 30M = 0.97; 1HR = 0.97;
 3HR = 1.00; 6HR = 1.00; 24HR= 1.00
 UNIT-INTERVAL(MIN) =  5.00   TOTAL AREA(ACRES) =      733.2
 LONGEST FLOWPATH FROM NODE    360.00 TO NODE    346.00 =   10800.00 FEET.
  EQUIVALENT BASIN FACTOR APPROXIMATIONS:
  Lca/L=0.3,n=.0280; Lca/L=0.4,n=.0251; Lca/L=0.5,n=.0230;Lca/L=0.6,n=.0215
 TIME OF PEAK FLOW(HR) = 16.42  RUNOFF VOLUME(AF) =     259.54
 UNIT-HYDROGRAPH PEAK FLOW RATE(CFS) =   1191.12
 TOTAL AREA(ACRES) =      733.2      PEAK FLOW RATE(CFS) =   1191.12

****************************************************************************
 FLOW PROCESS FROM NODE    346.00 TO NODE    347.00 IS CODE =  31
----------------------------------------------------------------------------
 >>>>>COMPUTE PIPE-FLOW TRAVEL TIME THRU SUBAREA<<<<<
 >>>>>USING COMPUTER-ESTIMATED PIPESIZE (NON-PRESSURE FLOW)<<<<<
============================================================================
 ELEVATION DATA: UPSTREAM(FEET) =   752.00  DOWNSTREAM(FEET) =   740.00
 FLOW LENGTH(FEET) =  2530.00   MANNING'S N =  0.013
 DEPTH OF FLOW IN 132.0 INCH PIPE IS  98.5 INCHES
 PIPE-FLOW VELOCITY(FEET/SEC.) =  15.66
 ESTIMATED PIPE DIAMETER(INCH) = 132.00    NUMBER OF PIPES =   1
 PIPE-FLOW(CFS) =    1191.12
 PIPE TRAVEL TIME(MIN.) =   2.69    Tc(MIN.) =   29.55
 LONGEST FLOWPATH FROM NODE    360.00 TO NODE    347.00 =   13330.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE    347.00 TO NODE    347.00 IS CODE =  81
----------------------------------------------------------------------------
 >>>>>ADDITION OF SUBAREA TO MAINLINE PEAK FLOW<<<<<
============================================================================
 MAINLINE Tc(MIN.) =   29.55
 * 100 YEAR RAINFALL INTENSITY(INCH/HR) =  1.988
 SUBAREA LOSS RATE DATA(AMC  II):
  DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS
      LAND USE            GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
 COMMERCIAL                 A        2.80      0.98      0.100    32
 RESIDENTIAL
 "5-7 DWELLINGS/ACRE"       A      144.30      0.98      0.500    32
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  0.98
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.492
 SUBAREA AREA(ACRES) =  147.10
 UNIT-HYDROGRAPH DATA:
 RAINFALL(INCH): 5M= 0.48;30M= 0.99;1H= 1.30;3H= 2.30;6H= 3.30;24H= 7.00
 S-GRAPH: VALLEY(DEV.)=100.0%;VALLEY(UNDEV.)/DESERT=  0.0%
          MOUNTAIN=  0.0%;FOOTHILL=  0.0%;DESERT(UNDEV.)=  0.0%
 Tc(HR) = 0.49; LAG(HR) = 0.39; Fm(INCH/HR) = 0.42; Ybar = 0.43
```

```
 USED SIERRA MADRE DEPTH-AREA CURVES WITH AMC  II CONDITION.
 DEPTH-AREA FACTORS: 5M = 0.96; 30M = 0.96; 1HR = 0.96;
 3HR = 0.99; 6HR = 1.00; 24HR= 1.00
 UNIT-INTERVAL(MIN) =  5.00   TOTAL AREA(ACRES) =      880.3
 LONGEST FLOWPATH FROM NODE    360.00 TO NODE    347.00 =   13330.00 FEET.
  EQUIVALENT BASIN FACTOR APPROXIMATIONS:
  Lca/L=0.3,n=.0258; Lca/L=0.4,n=.0231; Lca/L=0.5,n=.0213;Lca/L=0.6,n=.0198
 TIME OF PEAK FLOW(HR) = 16.42  RUNOFF VOLUME(AF) =     306.02
 UNIT-HYDROGRAPH PEAK FLOW RATE(CFS) =    1294.40
 TOTAL AREA(ACRES) =      880.3       PEAK FLOW RATE(CFS) =    1294.40
================================================================================
 END OF STUDY SUMMARY:
 TOTAL AREA(ACRES)      =      880.3  TC(MIN.) =     29.55
 AREA-AVERAGED Fm(INCH/HR)=  0.42   Ybar =  0.43
 PEAK FLOW RATE(CFS)    =   1294.40
================================================================================
================================================================================
 END OF INTEGRATED RATIONAL/UNIT-HYDROGRAPH METHOD ANALYSIS
```

```
**************************************************************************
          RATIONAL METHOD HYDROLOGY COMPUTER PROGRAM PACKAGE
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                        Analysis prepared by:

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 ************************* DESCRIPTION OF STUDY *************************
* ONTARIO MASTER PLAN OF DRAINAGE - BASIN IV (AREA G, H, I)              *
* 25-YEAR HYDROLOGY ANALYSIS                                             *
* P. PAGADUAN 8-29-2011                                                  *
 **************************************************************************

  FILE NAME: OIVG25.DAT
  TIME/DATE OF STUDY: 16:22 08/29/2011
==========================================================================
  USER SPECIFIED HYDROLOGY AND HYDRAULIC MODEL INFORMATION:
==========================================================================
                    --*TIME-OF-CONCENTRATION MODEL*--

  USER SPECIFIED STORM EVENT(YEAR) =   25.00
  SPECIFIED MINIMUM PIPE SIZE(INCH) =  18.00
  SPECIFIED PERCENT OF GRADIENTS(DECIMAL) TO USE FOR FRICTION SLOPE = 0.80
  *USER-DEFINED LOGARITHMIC INTERPOLATION USED FOR RAINFALL*
  10-YEAR STORM 60-MINUTE INTENSITY(INCH/HOUR) =  0.900
  100-YEAR STORM 60-MINUTE INTENSITY(INCH/HOUR) =  1.300
  COMPUTED RAINFALL INTENSITY DATA:
  STORM EVENT =   25.00   1-HOUR INTENSITY(INCH/HOUR) = 1.0385
  SLOPE OF INTENSITY DURATION CURVE = 0.6000

  *ANTECEDENT MOISTURE CONDITION (AMC) II ASSUMED FOR RATIONAL METHOD*

  *USER-DEFINED STREET-SECTIONS FOR COUPLED PIPEFLOW AND STREETFLOW MODEL*
     HALF-  CROWN TO   STREET-CROSSFALL:   CURB  GUTTER-GEOMETRIES:  MANNING
     WIDTH  CROSSFALL  IN-  / OUT-/PARK-  HEIGHT  WIDTH  LIP   HIKE  FACTOR
NO.   (FT)     (FT)    SIDE / SIDE/ WAY    (FT)    (FT)  (FT)  (FT)    (n)
===  =====  =========  ================  ======  ===== ====== ===== =======
  1   30.0     20.0    0.018/0.018/0.020   0.67    2.00 0.0312 0.167 0.0150
  2   32.0     27.0    0.020/0.020/0.020   0.67    2.00 0.0312 0.167 0.0150

  GLOBAL STREET FLOW-DEPTH CONSTRAINTS:
    1. Relative Flow-Depth =  0.00 FEET
       as (Maximum Allowable Street Flow Depth) - (Top-of-Curb)
    2. (Depth)*(Velocity) Constraint =  6.0 (FT*FT/S)
  *SIZE PIPE WITH A FLOW CAPACITY GREATER THAN
   OR EQUAL TO THE UPSTREAM TRIBUTARY PIPE.*
  *USER-SPECIFIED MINIMUM TOPOGRAPHIC SLOPE ADJUSTMENT NOT SELECTED

  UNIT-HYDROGRAPH MODEL SELECTIONS/PARAMETERS:
    WATERSHED LAG = 0.80 * Tc
    USED "VALLEY UNDEVELOPED" S-GRAPH FOR DEVELOPMENTS OF
    2 UNITS/ACRE AND LESS; AND "VALLEY DEVELOPED" S-GRAPH
    FOR DEVELOPMENTS OF 3-4 UNITS/ACRE AND MORE.
  USER SPECIFIED RAINFALL VALUES:
     2-YR  6-HR RAINFALL DEPTH(INCH) =  1.50
     2-YR 24-HR RAINFALL DEPTH(INCH) =  2.70
   100-YR  6-HR RAINFALL DEPTH(INCH) =  3.30
   100-YR 24-HR RAINFALL DEPTH(INCH) =  7.00
   SIERRA MADRE DEPTH-AREA FACTORS USED.
                  AREA-AVERAGED
       DURATION    RAINFALL(INCH)
        5-MINUTES         0.38
       30-MINUTES         0.79
        1-HOUR            1.04
        3-HOUR            1.87
        6-HOUR            2.71
       24-HOUR            5.30
 *ANTECEDENT MOISTURE CONDITION (AMC) II ASSUMED FOR UNIT HYDROGRAPH METHOD*


**************************************************************************
  FLOW PROCESS FROM NODE    320.10 TO NODE    320.20 IS CODE =  21
--------------------------------------------------------------------------
  >>>>>RATIONAL METHOD INITIAL SUBAREA ANALYSIS<<<<<
  >>USE TIME-OF-CONCENTRATION NOMOGRAPH FOR INITIAL SUBAREA<<
==========================================================================
  INITIAL SUBAREA FLOW-LENGTH(FEET) =   750.00
  ELEVATION DATA: UPSTREAM(FEET) =    820.00  DOWNSTREAM(FEET) =    815.00

  Tc = K*[(LENGTH** 3.00)/(ELEVATION CHANGE)]**0.20
  SUBAREA ANALYSIS USED MINIMUM Tc(MIN.) =  11.698
  *  25 YEAR RAINFALL INTENSITY(INCH/HR) =  2.770
  SUBAREA Tc AND LOSS RATE DATA(AMC  II):
   DEVELOPMENT TYPE/      SCS SOIL   AREA      Fp         Ap      SCS   Tc
       LAND USE           GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN  (MIN.)
  COMMERCIAL                A        6.20      0.98      0.100    32   11.70
  SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  0.97
  SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.100
  SUBAREA RUNOFF(CFS) =     14.91
  TOTAL AREA(ACRES) =      6.20   PEAK FLOW RATE(CFS) =     14.91

**************************************************************************
  FLOW PROCESS FROM NODE    320.20 TO NODE    320.30 IS CODE =  91
--------------------------------------------------------------------------
  >>>>>COMPUTE "V" GUTTER FLOW TRAVEL TIME THRU SUBAREA<<<<<
==========================================================================
  UPSTREAM NODE ELEVATION(FEET) =    815.00
  DOWNSTREAM NODE ELEVATION(FEET) =    814.00
  CHANNEL LENGTH THRU SUBAREA(FEET) =   250.00
  "V" GUTTER WIDTH(FEET) =   5.00   GUTTER HIKE(FEET) =  0.800
  PAVEMENT LIP(FEET) =  0.100   MANNING'S N = .0150
  PAVEMENT CROSSFALL(DECIMAL NOTATION) = 0.10000
  MAXIMUM DEPTH(FEET) =   3.00
  *  25 YEAR RAINFALL INTENSITY(INCH/HR) =  2.649
  SUBAREA LOSS RATE DATA(AMC  II):
```

```
 DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS
     LAND USE            GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
 PUBLIC PARK               A        1.80      0.98      0.850    32
 COMMERCIAL                A        9.90      0.98      0.100    32
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  0.98
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.215
 TRAVEL TIME COMPUTED USING ESTIMATED FLOW(CFS) =     27.73
 TRAVEL TIME THRU SUBAREA BASED ON VELOCITY(FEET/SEC.) =   4.62
 AVERAGE FLOW DEPTH(FEET) =   1.29   FLOOD WIDTH(FEET) =   12.84
 "V" GUTTER FLOW TRAVEL TIME(MIN.) =   0.90   Tc(MIN.) =   12.60
 SUBAREA AREA(ACRES) =   11.70       SUBAREA RUNOFF(CFS) =   25.68
 EFFECTIVE AREA(ACRES) =   17.90     AREA-AVERAGED Fm(INCH/HR) =   0.17
 AREA-AVERAGED Fp(INCH/HR) =   0.97  AREA-AVERAGED Ap =   0.18
 TOTAL AREA(ACRES) =       17.9          PEAK FLOW RATE(CFS) =      39.92

 END OF SUBAREA "V" GUTTER HYDRAULICS:
 DEPTH(FEET) =  1.45   FLOOD WIDTH(FEET) =   15.96
 FLOW VELOCITY(FEET/SEC.) =   4.84   DEPTH*VELOCITY(FT*FT/SEC) =   7.01
 LONGEST FLOWPATH FROM NODE    320.10 TO NODE    320.30 =    1000.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE    320.30 TO NODE    320.40 IS CODE =  91
----------------------------------------------------------------------------
 >>>>>COMPUTE "V" GUTTER FLOW TRAVEL TIME THRU SUBAREA<<<<<
============================================================================
 UPSTREAM NODE ELEVATION(FEET) =    814.00
 DOWNSTREAM NODE ELEVATION(FEET) =    810.00
 CHANNEL LENGTH THRU SUBAREA(FEET) =   900.00
 "V" GUTTER WIDTH(FEET) =   5.00   GUTTER HIKE(FEET) =  0.800
 PAVEMENT LIP(FEET) =  0.100   MANNING'S N = .0150
 PAVEMENT CROSSFALL(DECIMAL NOTATION) = 0.10000
 MAXIMUM DEPTH(FEET) =   3.00
 *  25 YEAR RAINFALL INTENSITY(INCH/HR) =  2.349
 SUBAREA LOSS RATE DATA(AMC  II):
 DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS
     LAND USE            GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
 PUBLIC PARK               A        2.00      0.98      0.850    32
 COMMERCIAL                A       17.90      0.98      0.100    32
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  0.98
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.175
 TRAVEL TIME COMPUTED USING ESTIMATED FLOW(CFS) =     59.38
 TRAVEL TIME THRU SUBAREA BASED ON VELOCITY(FEET/SEC.) =   5.36
 AVERAGE FLOW DEPTH(FEET) =   1.61   FLOOD WIDTH(FEET) =   19.18
 "V" GUTTER FLOW TRAVEL TIME(MIN.) =   2.80   Tc(MIN.) =   15.40
 SUBAREA AREA(ACRES) =   19.90       SUBAREA RUNOFF(CFS) =   39.00
 EFFECTIVE AREA(ACRES) =   37.80     AREA-AVERAGED Fm(INCH/HR) =   0.17
 AREA-AVERAGED Fp(INCH/HR) =   0.98  AREA-AVERAGED Ap =   0.18
 TOTAL AREA(ACRES) =       37.8          PEAK FLOW RATE(CFS) =      74.09

 END OF SUBAREA "V" GUTTER HYDRAULICS:
 DEPTH(FEET) =  1.72   FLOOD WIDTH(FEET) =   21.42
 FLOW VELOCITY(FEET/SEC.) =   5.55   DEPTH*VELOCITY(FT*FT/SEC) =   9.56
 LONGEST FLOWPATH FROM NODE    320.10 TO NODE    320.40 =    1900.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE    320.00 TO NODE    321.00 IS CODE =  21
----------------------------------------------------------------------------
 >>>>>RATIONAL METHOD INITIAL SUBAREA ANALYSIS<<<<<
 >>USE TIME-OF-CONCENTRATION NOMOGRAPH FOR INITIAL SUBAREA<<
============================================================================
 INITIAL SUBAREA FLOW-LENGTH(FEET) =   320.00
 ELEVATION DATA: UPSTREAM(FEET) =    820.00  DOWNSTREAM(FEET) =    818.00

 Tc = K*[(LENGTH** 3.00)/(ELEVATION CHANGE)]**0.20
 SUBAREA ANALYSIS USED MINIMUM Tc(MIN.) =   13.392
 *  25 YEAR RAINFALL INTENSITY(INCH/HR) =  2.554
 SUBAREA Tc AND LOSS RATE DATA(AMC  II):
 DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS   Tc
     LAND USE            GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN  (MIN.)
 PUBLIC PARK               A        6.30      0.98      0.850    32   13.39
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  0.98
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.850
 SUBAREA RUNOFF(CFS) =      9.78
 TOTAL AREA(ACRES) =      6.30   PEAK FLOW RATE(CFS) =      9.78

****************************************************************************
 FLOW PROCESS FROM NODE    321.00 TO NODE    322.00 IS CODE =  91
----------------------------------------------------------------------------
 >>>>>COMPUTE "V" GUTTER FLOW TRAVEL TIME THRU SUBAREA<<<<<
============================================================================
 UPSTREAM NODE ELEVATION(FEET) =    818.00
 DOWNSTREAM NODE ELEVATION(FEET) =    810.00
 CHANNEL LENGTH THRU SUBAREA(FEET) =   970.00
 "V" GUTTER WIDTH(FEET) =   5.00   GUTTER HIKE(FEET) =  0.800
 PAVEMENT LIP(FEET) =  0.100   MANNING'S N = .0150
 PAVEMENT CROSSFALL(DECIMAL NOTATION) = 0.10000
 MAXIMUM DEPTH(FEET) =   3.00
 *  25 YEAR RAINFALL INTENSITY(INCH/HR) =  2.293
 SUBAREA LOSS RATE DATA(AMC  II):
 DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS
     LAND USE            GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
 PUBLIC PARK               A       19.80      0.98      0.850    32
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  0.98
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.850
 TRAVEL TIME COMPUTED USING ESTIMATED FLOW(CFS) =     22.61
 TRAVEL TIME THRU SUBAREA BASED ON VELOCITY(FEET/SEC.) =   6.14
 AVERAGE FLOW DEPTH(FEET) =   1.07   FLOOD WIDTH(FEET) =    8.50
 "V" GUTTER FLOW TRAVEL TIME(MIN.) =   2.63   Tc(MIN.) =   16.02
 SUBAREA AREA(ACRES) =   19.80       SUBAREA RUNOFF(CFS) =   26.10
 EFFECTIVE AREA(ACRES) =   26.10     AREA-AVERAGED Fm(INCH/HR) =   0.83
 AREA-AVERAGED Fp(INCH/HR) =   0.98  AREA-AVERAGED Ap =   0.85
 TOTAL AREA(ACRES) =       26.1          PEAK FLOW RATE(CFS) =      34.40

 END OF SUBAREA "V" GUTTER HYDRAULICS:
 DEPTH(FEET) =  1.23   FLOOD WIDTH(FEET) =   11.68
 FLOW VELOCITY(FEET/SEC.) =   6.51   DEPTH*VELOCITY(FT*FT/SEC) =   8.03
 LONGEST FLOWPATH FROM NODE    320.00 TO NODE    322.00 =    1290.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE    322.00 TO NODE    323.00 IS CODE =  91
----------------------------------------------------------------------------
 >>>>>COMPUTE "V" GUTTER FLOW TRAVEL TIME THRU SUBAREA<<<<<
```

```
==========================================================================
  UPSTREAM NODE ELEVATION(FEET) =     810.00
  DOWNSTREAM NODE ELEVATION(FEET) =     800.00
  CHANNEL LENGTH THRU SUBAREA(FEET) =    950.00
  "V" GUTTER WIDTH(FEET) =    5.00   GUTTER HIKE(FEET) =  0.800
  PAVEMENT LIP(FEET) =   0.100   MANNING'S N = .0150
  PAVEMENT CROSSFALL(DECIMAL NOTATION) = 0.10000
  MAXIMUM DEPTH(FEET) =    3.00
  *  25 YEAR RAINFALL INTENSITY(INCH/HR) =  2.134
  SUBAREA LOSS RATE DATA(AMC  II):
   DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS
       LAND USE            GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
  PUBLIC PARK                A        2.30      0.98      0.850    32
  PUBLIC PARK                A       41.30      0.98      0.850    32
  SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  0.98
  SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.850
  TRAVEL TIME COMPUTED USING ESTIMATED FLOW(CFS) =     59.93
  TRAVEL TIME THRU SUBAREA BASED ON VELOCITY(FEET/SEC.) =   7.77
  AVERAGE FLOW DEPTH(FEET) =   1.41   FLOOD WIDTH(FEET) =   15.28
  "V" GUTTER FLOW TRAVEL TIME(MIN.) =   2.04   Tc(MIN.) =   18.06
  SUBAREA AREA(ACRES) =   43.60       SUBAREA RUNOFF(CFS) =   51.23
  EFFECTIVE AREA(ACRES) =   69.70      AREA-AVERAGED Fm(INCH/HR) =   0.83
  AREA-AVERAGED Fp(INCH/HR) =   0.98  AREA-AVERAGED Ap =   0.85
  TOTAL AREA(ACRES) =       69.7          PEAK FLOW RATE(CFS) =      81.89

  END OF SUBAREA "V" GUTTER HYDRAULICS:
  DEPTH(FEET) =  1.56   FLOOD WIDTH(FEET) =   18.14
  FLOW VELOCITY(FEET/SEC.) =   8.11   DEPTH*VELOCITY(FT*FT/SEC) =  12.63
  LONGEST FLOWPATH FROM NODE    320.00 TO NODE    323.00 =    2240.00 FEET.

****************************************************************************
  FLOW PROCESS FROM NODE    323.00 TO NODE    324.00 IS CODE =  31
----------------------------------------------------------------------------
  >>>>>COMPUTE PIPE-FLOW TRAVEL TIME THRU SUBAREA<<<<<
  >>>>>USING COMPUTER-ESTIMATED PIPESIZE (NON-PRESSURE FLOW)<<<<<
============================================================================
  ELEVATION DATA: UPSTREAM(FEET) =   800.00  DOWNSTREAM(FEET) =   778.00
  FLOW LENGTH(FEET) =  1650.00   MANNING'S N =  0.013
  DEPTH OF FLOW IN  39.0 INCH PIPE IS  30.7 INCHES
  PIPE-FLOW VELOCITY(FEET/SEC.) =  11.71
  ESTIMATED PIPE DIAMETER(INCH) =  39.00    NUMBER OF PIPES =   1
  PIPE-FLOW(CFS) =      81.89
  PIPE TRAVEL TIME(MIN.) =   2.35    Tc(MIN.) =   20.41
  LONGEST FLOWPATH FROM NODE    320.00 TO NODE    324.00 =    3890.00 FEET.

****************************************************************************
  FLOW PROCESS FROM NODE    324.00 TO NODE    324.00 IS CODE =  81
----------------------------------------------------------------------------
  >>>>>ADDITION OF SUBAREA TO MAINLINE PEAK FLOW<<<<<
============================================================================
  MAINLINE Tc(MIN.) =   20.41
  *  25 YEAR RAINFALL INTENSITY(INCH/HR) =  1.983
  SUBAREA LOSS RATE DATA(AMC  II):
   DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS
       LAND USE            GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
  PUBLIC PARK                A        3.80      0.98      0.850    32
  PUBLIC PARK                A       78.00      0.98      0.850    32
  SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  0.98
  SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.850
  SUBAREA AREA(ACRES) =   81.80      SUBAREA RUNOFF(CFS) =   84.99
  EFFECTIVE AREA(ACRES) =   151.50   AREA-AVERAGED Fm(INCH/HR) =  0.83
  AREA-AVERAGED Fp(INCH/HR) =  0.98  AREA-AVERAGED Ap =  0.85
  TOTAL AREA(ACRES) =      151.5       PEAK FLOW RATE(CFS) =     157.42

****************************************************************************
  FLOW PROCESS FROM NODE    324.00 TO NODE    345.00 IS CODE =  31
----------------------------------------------------------------------------
  >>>>>COMPUTE PIPE-FLOW TRAVEL TIME THRU SUBAREA<<<<<
  >>>>>USING COMPUTER-ESTIMATED PIPESIZE (NON-PRESSURE FLOW)<<<<<
============================================================================
  ELEVATION DATA: UPSTREAM(FEET) =   778.00  DOWNSTREAM(FEET) =   770.00
  FLOW LENGTH(FEET) =  1340.00   MANNING'S N =  0.013
  DEPTH OF FLOW IN  60.0 INCH PIPE IS  43.5 INCHES
  PIPE-FLOW VELOCITY(FEET/SEC.) =  10.33
  ESTIMATED PIPE DIAMETER(INCH) =  60.00    NUMBER OF PIPES =   1
  PIPE-FLOW(CFS) =     157.42
  PIPE TRAVEL TIME(MIN.) =   2.16    Tc(MIN.) =   22.57
  LONGEST FLOWPATH FROM NODE    320.00 TO NODE    345.00 =    5230.00 FEET.

****************************************************************************
  FLOW PROCESS FROM NODE    345.00 TO NODE    345.00 IS CODE =   1
----------------------------------------------------------------------------
  >>>>>DESIGNATE INDEPENDENT STREAM FOR CONFLUENCE<<<<<
============================================================================
  TOTAL NUMBER OF STREAMS =  2
  CONFLUENCE VALUES USED FOR INDEPENDENT STREAM  1 ARE:
  TIME OF CONCENTRATION(MIN.) =   22.57
  RAINFALL INTENSITY(INCH/HR) =   1.87
  AREA-AVERAGED Fm(INCH/HR) =  0.83
  AREA-AVERAGED Fp(INCH/HR) =  0.98
  AREA-AVERAGED Ap =  0.85
  EFFECTIVE STREAM AREA(ACRES) =     151.50
  TOTAL STREAM AREA(ACRES) =     151.50
  PEAK FLOW RATE(CFS) AT CONFLUENCE =     157.42

****************************************************************************
  FLOW PROCESS FROM NODE    340.00 TO NODE    341.00 IS CODE =  21
----------------------------------------------------------------------------
  >>>>>RATIONAL METHOD INITIAL SUBAREA ANALYSIS<<<<<
  >>USE TIME-OF-CONCENTRATION NOMOGRAPH FOR INITIAL SUBAREA<<
============================================================================
  INITIAL SUBAREA FLOW-LENGTH(FEET) =  1000.00
  ELEVATION DATA: UPSTREAM(FEET) =    840.00  DOWNSTREAM(FEET) =    830.00

  Tc = K*[(LENGTH** 3.00)/(ELEVATION CHANGE)]**0.20
  SUBAREA ANALYSIS USED MINIMUM Tc(MIN.) =   12.102
  *  25 YEAR RAINFALL INTENSITY(INCH/HR) =  2.714
  SUBAREA Tc AND LOSS RATE DATA(AMC  II):
   DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS   Tc
       LAND USE            GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN  (MIN.)
  COMMERCIAL                 A        2.50      0.98      0.100    32   12.10
  SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  0.98
```

```
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.100
 SUBAREA RUNOFF(CFS) =      5.89
 TOTAL AREA(ACRES) =      2.50   PEAK FLOW RATE(CFS) =      5.89

****************************************************************************
 FLOW PROCESS FROM NODE    341.00 TO NODE    342.00 IS CODE =  62
----------------------------------------------------------------------------
 >>>>>COMPUTE STREET FLOW TRAVEL TIME THRU SUBAREA<<<<<
 >>>>>(STREET TABLE SECTION #  2 USED)<<<<<
============================================================================
 UPSTREAM ELEVATION(FEET) =  830.00  DOWNSTREAM ELEVATION(FEET) =  815.00
 STREET LENGTH(FEET) =  1030.00   CURB HEIGHT(INCHES) =  8.0
 STREET HALFWIDTH(FEET) = 32.00

 DISTANCE FROM CROWN TO CROSSFALL GRADEBREAK(FEET) =  27.00
 INSIDE STREET CROSSFALL(DECIMAL) =  0.020
 OUTSIDE STREET CROSSFALL(DECIMAL) =  0.020

 SPECIFIED NUMBER OF HALFSTREETS CARRYING RUNOFF =  2
 STREET PARKWAY CROSSFALL(DECIMAL) =  0.020
 Manning's FRICTION FACTOR for Streetflow Section(curb-to-curb) =   0.0150
 Manning's FRICTION FACTOR for Back-of-Walk Flow Section =   0.0200

   **TRAVEL TIME COMPUTED USING ESTIMATED FLOW(CFS) =      8.10
   STREETFLOW MODEL RESULTS USING ESTIMATED FLOW:
   STREET FLOW DEPTH(FEET) =  0.38
   HALFSTREET FLOOD WIDTH(FEET) =   10.93
   AVERAGE FLOW VELOCITY(FEET/SEC.) =    2.93
   PRODUCT OF DEPTH&VELOCITY(FT*FT/SEC.) =    1.10
 STREET FLOW TRAVEL TIME(MIN.) =   5.87   Tc(MIN.) =   17.97
 *  25 YEAR RAINFALL INTENSITY(INCH/HR) =  2.141
 SUBAREA LOSS RATE DATA(AMC  II):
  DEVELOPMENT TYPE/      SCS SOIL   AREA      Fp         Ap      SCS
      LAND USE            GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
 COMMERCIAL                 A        2.40      0.98      0.100    32
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  0.98
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.100
 SUBAREA AREA(ACRES) =     2.40      SUBAREA RUNOFF(CFS) =     4.41
 EFFECTIVE AREA(ACRES) =      4.90    AREA-AVERAGED Fm(INCH/HR) =  0.10
 AREA-AVERAGED Fp(INCH/HR) =  0.98  AREA-AVERAGED Ap =  0.10
 TOTAL AREA(ACRES) =        4.9        PEAK FLOW RATE(CFS) =       9.01

 END OF SUBAREA STREET FLOW HYDRAULICS:
 DEPTH(FEET) = 0.39   HALFSTREET FLOOD WIDTH(FEET) =  11.46
 FLOW VELOCITY(FEET/SEC.) =  3.00   DEPTH*VELOCITY(FT*FT/SEC.) =   1.16
 LONGEST FLOWPATH FROM NODE    340.00 TO NODE    342.00 =    2030.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE    342.00 TO NODE    342.00 IS CODE =  81
----------------------------------------------------------------------------
 >>>>>ADDITION OF SUBAREA TO MAINLINE PEAK FLOW<<<<<
============================================================================
 MAINLINE Tc(MIN.) =   17.97
 *  25 YEAR RAINFALL INTENSITY(INCH/HR) =  2.141
 SUBAREA LOSS RATE DATA(AMC  II):
  DEVELOPMENT TYPE/      SCS SOIL   AREA      Fp         Ap      SCS
```

```
      LAND USE            GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
 COMMERCIAL                 A        7.90      0.98      0.100    32
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  0.98
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.100
 SUBAREA AREA(ACRES) =     7.90      SUBAREA RUNOFF(CFS) =    14.53
 EFFECTIVE AREA(ACRES) =     12.80   AREA-AVERAGED Fm(INCH/HR) =  0.10
 AREA-AVERAGED Fp(INCH/HR) =  0.98  AREA-AVERAGED Ap =  0.10
 TOTAL AREA(ACRES) =       12.8        PEAK FLOW RATE(CFS) =       23.54

****************************************************************************
 FLOW PROCESS FROM NODE    342.00 TO NODE    342.00 IS CODE =  81
----------------------------------------------------------------------------
 >>>>>ADDITION OF SUBAREA TO MAINLINE PEAK FLOW<<<<<
============================================================================
 MAINLINE Tc(MIN.) =   17.97
 *  25 YEAR RAINFALL INTENSITY(INCH/HR) =  2.141
 SUBAREA LOSS RATE DATA(AMC  II):
  DEVELOPMENT TYPE/      SCS SOIL   AREA      Fp         Ap      SCS
      LAND USE            GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
 COMMERCIAL                 A       15.70      0.98      0.100    32
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  0.97
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.100
 SUBAREA AREA(ACRES) =    15.70      SUBAREA RUNOFF(CFS) =    28.87
 EFFECTIVE AREA(ACRES) =     28.50   AREA-AVERAGED Fm(INCH/HR) =  0.10
 AREA-AVERAGED Fp(INCH/HR) =  0.98  AREA-AVERAGED Ap =  0.10
 TOTAL AREA(ACRES) =       28.5        PEAK FLOW RATE(CFS) =       52.41

****************************************************************************
 FLOW PROCESS FROM NODE    342.00 TO NODE    343.00 IS CODE =  31
----------------------------------------------------------------------------
 >>>>>COMPUTE PIPE-FLOW TRAVEL TIME THRU SUBAREA<<<<<
 >>>>>USING COMPUTER-ESTIMATED PIPESIZE (NON-PRESSURE FLOW)<<<<<
============================================================================
 ELEVATION DATA: UPSTREAM(FEET) =   815.00  DOWNSTREAM(FEET) =   805.00
 FLOW LENGTH(FEET) =   700.00   MANNING'S N =  0.013
 DEPTH OF FLOW IN  33.0 INCH PIPE IS  25.1 INCHES
 PIPE-FLOW VELOCITY(FEET/SEC.) =  10.81
 ESTIMATED PIPE DIAMETER(INCH) =  33.00    NUMBER OF PIPES =   1
 PIPE-FLOW(CFS) =      52.41
 PIPE TRAVEL TIME(MIN.) =   1.08    Tc(MIN.) =   19.05
 LONGEST FLOWPATH FROM NODE    340.00 TO NODE    343.00 =    2730.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE    343.00 TO NODE    343.00 IS CODE =  81
----------------------------------------------------------------------------
 >>>>>ADDITION OF SUBAREA TO MAINLINE PEAK FLOW<<<<<
============================================================================
 MAINLINE Tc(MIN.) =   19.05
 *  25 YEAR RAINFALL INTENSITY(INCH/HR) =  2.067
 SUBAREA LOSS RATE DATA(AMC  II):
  DEVELOPMENT TYPE/      SCS SOIL   AREA      Fp         Ap      SCS
      LAND USE            GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
 COMMERCIAL                 A       14.70      0.98      0.100    32
 RESIDENTIAL
 "5-7 DWELLINGS/ACRE"       A        8.70      0.98      0.500    32
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  0.98
```

```
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.249
 SUBAREA AREA(ACRES) =   23.40      SUBAREA RUNOFF(CFS) =   38.43
 EFFECTIVE AREA(ACRES) =     51.90   AREA-AVERAGED Fm(INCH/HR) =  0.16
 AREA-AVERAGED Fp(INCH/HR) =  0.98  AREA-AVERAGED Ap =  0.17
 TOTAL AREA(ACRES) =       51.9       PEAK FLOW RATE(CFS) =      88.95

****************************************************************************
 FLOW PROCESS FROM NODE    343.00 TO NODE    344.00 IS CODE =  31
----------------------------------------------------------------------------
 >>>>>COMPUTE PIPE-FLOW TRAVEL TIME THRU SUBAREA<<<<<
 >>>>>USING COMPUTER-ESTIMATED PIPESIZE (NON-PRESSURE FLOW)<<<<<
============================================================================
 ELEVATION DATA: UPSTREAM(FEET) =   805.00  DOWNSTREAM(FEET) =   798.00
 FLOW LENGTH(FEET) =   600.00   MANNING'S N =  0.013
 DEPTH OF FLOW IN  42.0 INCH PIPE IS  31.6 INCHES
 PIPE-FLOW VELOCITY(FEET/SEC.) =  11.46
 ESTIMATED PIPE DIAMETER(INCH) =  42.00    NUMBER OF PIPES =   1
 PIPE-FLOW(CFS) =      88.95
 PIPE TRAVEL TIME(MIN.) =   0.87    Tc(MIN.) =   19.92
 LONGEST FLOWPATH FROM NODE    340.00 TO NODE    344.00 =    3330.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE    344.00 TO NODE    344.00 IS CODE =  81
----------------------------------------------------------------------------
 >>>>>ADDITION OF SUBAREA TO MAINLINE PEAK FLOW<<<<<
============================================================================
 MAINLINE Tc(MIN.) =   19.92
 *  25 YEAR RAINFALL INTENSITY(INCH/HR) =  2.012
 SUBAREA LOSS RATE DATA(AMC  II):
  DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS
      LAND USE            GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
 COMMERCIAL                 A       15.50      0.98      0.100    32
 RESIDENTIAL
 "5-7 DWELLINGS/ACRE"       A       41.90      0.98      0.500    32
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  0.98
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.392
 SUBAREA AREA(ACRES) =   57.40      SUBAREA RUNOFF(CFS) =   84.21
 EFFECTIVE AREA(ACRES) =    109.30   AREA-AVERAGED Fm(INCH/HR) =  0.28
 AREA-AVERAGED Fp(INCH/HR) =  0.98  AREA-AVERAGED Ap =  0.29
 TOTAL AREA(ACRES) =      109.3       PEAK FLOW RATE(CFS) =     170.60

****************************************************************************
 FLOW PROCESS FROM NODE    344.00 TO NODE    345.00 IS CODE =  31
----------------------------------------------------------------------------
 >>>>>COMPUTE PIPE-FLOW TRAVEL TIME THRU SUBAREA<<<<<
 >>>>>USING COMPUTER-ESTIMATED PIPESIZE (NON-PRESSURE FLOW)<<<<<
============================================================================
 ELEVATION DATA: UPSTREAM(FEET) =   798.00  DOWNSTREAM(FEET) =   770.00
 FLOW LENGTH(FEET) =  1980.00   MANNING'S N =  0.013
 DEPTH OF FLOW IN  51.0 INCH PIPE IS  39.7 INCHES
 PIPE-FLOW VELOCITY(FEET/SEC.) =  14.41
 ESTIMATED PIPE DIAMETER(INCH) =  51.00    NUMBER OF PIPES =   1
 PIPE-FLOW(CFS) =     170.60
 PIPE TRAVEL TIME(MIN.) =   2.29    Tc(MIN.) =   22.21
 LONGEST FLOWPATH FROM NODE    340.00 TO NODE    345.00 =    5310.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE    345.00 TO NODE    345.00 IS CODE =  81
----------------------------------------------------------------------------
 >>>>>ADDITION OF SUBAREA TO MAINLINE PEAK FLOW<<<<<
============================================================================
 MAINLINE Tc(MIN.) =   22.21
 *  25 YEAR RAINFALL INTENSITY(INCH/HR) =  1.885
 SUBAREA LOSS RATE DATA(AMC  II):
  DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS
      LAND USE            GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
 COMMERCIAL                 A       22.80      0.98      0.100    32
 RESIDENTIAL
 "5-7 DWELLINGS/ACRE"       A       32.90      0.98      0.500    32
 RESIDENTIAL
 "11+ DWELLINGS/ACRE"       A       54.70      0.98      0.200    32
 RESIDENTIAL
 "11+ DWELLINGS/ACRE"       A        2.70      0.98      0.200    32
 COMMERCIAL                 A        4.90      0.98      0.100    32
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  0.98
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.260
 SUBAREA AREA(ACRES) =  118.00      SUBAREA RUNOFF(CFS) =  173.26
 EFFECTIVE AREA(ACRES) =    227.30   AREA-AVERAGED Fm(INCH/HR) =  0.27
 AREA-AVERAGED Fp(INCH/HR) =  0.98  AREA-AVERAGED Ap =  0.27
 TOTAL AREA(ACRES) =      227.3       PEAK FLOW RATE(CFS) =     331.34

****************************************************************************
 FLOW PROCESS FROM NODE    345.00 TO NODE    345.00 IS CODE =   1
----------------------------------------------------------------------------
 >>>>>DESIGNATE INDEPENDENT STREAM FOR CONFLUENCE<<<<<
 >>>>>AND COMPUTE VARIOUS CONFLUENCED STREAM VALUES<<<<<
============================================================================
 TOTAL NUMBER OF STREAMS =  2
 CONFLUENCE VALUES USED FOR INDEPENDENT STREAM  2 ARE:
 TIME OF CONCENTRATION(MIN.) =   22.21
 RAINFALL INTENSITY(INCH/HR) =   1.89
 AREA-AVERAGED Fm(INCH/HR) =  0.27
 AREA-AVERAGED Fp(INCH/HR) =  0.98
 AREA-AVERAGED Ap =  0.27
 EFFECTIVE STREAM AREA(ACRES) =     227.30
 TOTAL STREAM AREA(ACRES) =     227.30
 PEAK FLOW RATE(CFS) AT CONFLUENCE =     331.34

 ** CONFLUENCE DATA **
  STREAM       Q      Tc   Intensity   Fp(Fm)      Ap      Ae      HEADWATER
  NUMBER     (CFS)   (MIN.) (INCH/HR) (INCH/HR)           (ACRES)     NODE
     1      157.42   22.57    1.867  0.98( 0.83) 0.85     151.5      320.00
     2      331.34   22.21    1.885  0.98( 0.27) 0.27     227.3      340.00

 RAINFALL INTENSITY AND TIME OF CONCENTRATION RATIO
 CONFLUENCE FORMULA USED FOR  2 STREAMS.

 ** PEAK FLOW RATE TABLE **
  STREAM       Q      Tc   Intensity   Fp(Fm)      Ap      Ae      HEADWATER
  NUMBER     (CFS)   (MIN.) (INCH/HR) (INCH/HR)           (ACRES)     NODE
     1      488.75   22.21    1.885  0.98( 0.49) 0.50     376.4      340.00
     2      485.06   22.57    1.867  0.98( 0.49) 0.50     378.8      320.00
```

```
 COMPUTED CONFLUENCE ESTIMATES ARE AS FOLLOWS:
 PEAK FLOW RATE(CFS) =     488.75    Tc(MIN.) =    22.21
 EFFECTIVE AREA(ACRES) =     376.39   AREA-AVERAGED Fm(INCH/HR) =  0.49
 AREA-AVERAGED Fp(INCH/HR) =  0.98  AREA-AVERAGED Ap =  0.50
 TOTAL AREA(ACRES) =      378.8
 LONGEST FLOWPATH FROM NODE    340.00 TO NODE    345.00 =    5310.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE    345.00 TO NODE    345.00 IS CODE =  10
----------------------------------------------------------------------------
 >>>>>MAIN-STREAM MEMORY COPIED ONTO MEMORY BANK # 1 <<<<<
============================================================================

****************************************************************************
 FLOW PROCESS FROM NODE    360.00 TO NODE    361.00 IS CODE =  21
----------------------------------------------------------------------------
 >>>>>RATIONAL METHOD INITIAL SUBAREA ANALYSIS<<<<<
 >>USE TIME-OF-CONCENTRATION NOMOGRAPH FOR INITIAL SUBAREA<<
============================================================================
 INITIAL SUBAREA FLOW-LENGTH(FEET) =   950.00
 ELEVATION DATA: UPSTREAM(FEET) =    840.00  DOWNSTREAM(FEET) =    830.00

 Tc = K*[(LENGTH** 3.00)/(ELEVATION CHANGE)]**0.20
 SUBAREA ANALYSIS USED MINIMUM Tc(MIN.) =   11.736
 *  25 YEAR RAINFALL INTENSITY(INCH/HR) =  2.764
 SUBAREA Tc AND LOSS RATE DATA(AMC  II):
  DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS   Tc
      LAND USE            GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN  (MIN.)
 COMMERCIAL                 A        1.40      0.98      0.100    32   11.74
 RESIDENTIAL
 "11+ DWELLINGS/ACRE"       A        9.00      0.98      0.200    32   12.51
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  0.98
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.187
 SUBAREA RUNOFF(CFS) =     24.17
 TOTAL AREA(ACRES) =     10.40   PEAK FLOW RATE(CFS) =     24.17

****************************************************************************
 FLOW PROCESS FROM NODE    361.00 TO NODE    362.00 IS CODE =  62
----------------------------------------------------------------------------
 >>>>>COMPUTE STREET FLOW TRAVEL TIME THRU SUBAREA<<<<<
 >>>>>(STREET TABLE SECTION #  2 USED)<<<<<
============================================================================
 UPSTREAM ELEVATION(FEET) =  830.00  DOWNSTREAM ELEVATION(FEET) =  825.00
 STREET LENGTH(FEET) =   500.00   CURB HEIGHT(INCHES) =  8.0
 STREET HALFWIDTH(FEET) = 32.00

 DISTANCE FROM CROWN TO CROSSFALL GRADEBREAK(FEET) =  27.00
 INSIDE STREET CROSSFALL(DECIMAL) =  0.020
 OUTSIDE STREET CROSSFALL(DECIMAL)  =  0.020

 SPECIFIED NUMBER OF HALFSTREETS CARRYING RUNOFF =  2
 STREET PARKWAY CROSSFALL(DECIMAL)  =  0.020
 Manning's FRICTION FACTOR for Streetflow Section(curb-to-curb) =   0.0150
 Manning's FRICTION FACTOR for Back-of-Walk Flow Section =   0.0200

  **TRAVEL TIME COMPUTED USING ESTIMATED FLOW(CFS) =      31.67
  STREETFLOW MODEL RESULTS USING ESTIMATED FLOW:
  STREET FLOW DEPTH(FEET) =  0.57
  HALFSTREET FLOOD WIDTH(FEET) =   20.79
  AVERAGE FLOW VELOCITY(FEET/SEC.) =    3.51
  PRODUCT OF DEPTH&VELOCITY(FT*FT/SEC.) =    2.01
 STREET FLOW TRAVEL TIME(MIN.) =   2.38   Tc(MIN.) =   14.11
 *  25 YEAR RAINFALL INTENSITY(INCH/HR) =  2.475
 SUBAREA LOSS RATE DATA(AMC  II):
  DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS
      LAND USE            GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
 RESIDENTIAL
 "11+ DWELLINGS/ACRE"       A        7.30      0.98      0.200    32
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  0.98
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.200
 SUBAREA AREA(ACRES) =     7.30      SUBAREA RUNOFF(CFS) =   14.98
 EFFECTIVE AREA(ACRES) =     17.70    AREA-AVERAGED Fm(INCH/HR) =  0.19
 AREA-AVERAGED Fp(INCH/HR) =  0.98  AREA-AVERAGED Ap =  0.19
 TOTAL AREA(ACRES) =      17.7       PEAK FLOW RATE(CFS) =      36.44

 END OF SUBAREA STREET FLOW HYDRAULICS:
 DEPTH(FEET) = 0.60   HALFSTREET FLOOD WIDTH(FEET) =  21.95
 FLOW VELOCITY(FEET/SEC.) =  3.64   DEPTH*VELOCITY(FT*FT/SEC.) =   2.17
 LONGEST FLOWPATH FROM NODE    360.00 TO NODE    362.00 =    1450.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE    362.00 TO NODE    362.00 IS CODE =  81
----------------------------------------------------------------------------
 >>>>>ADDITION OF SUBAREA TO MAINLINE PEAK FLOW<<<<<
============================================================================
 MAINLINE Tc(MIN.) =   14.11
 *  25 YEAR RAINFALL INTENSITY(INCH/HR) =  2.475
 SUBAREA LOSS RATE DATA(AMC  II):
  DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS
      LAND USE            GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
 COMMERCIAL                 A        5.30      0.98      0.100    32
 RESIDENTIAL
 "5-7 DWELLINGS/ACRE"       A       13.60      0.98      0.500    32
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  0.98
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.388
 SUBAREA AREA(ACRES) =    18.90      SUBAREA RUNOFF(CFS) =   35.66
 EFFECTIVE AREA(ACRES) =     36.60   AREA-AVERAGED Fm(INCH/HR) =  0.29
 AREA-AVERAGED Fp(INCH/HR) =  0.98  AREA-AVERAGED Ap =  0.29
 TOTAL AREA(ACRES) =      36.6       PEAK FLOW RATE(CFS) =      72.11

****************************************************************************
 FLOW PROCESS FROM NODE    362.00 TO NODE    363.00 IS CODE =  31
----------------------------------------------------------------------------
 >>>>>COMPUTE PIPE-FLOW TRAVEL TIME THRU SUBAREA<<<<<
 >>>>>USING COMPUTER-ESTIMATED PIPESIZE (NON-PRESSURE FLOW)<<<<<
============================================================================
 ELEVATION DATA: UPSTREAM(FEET) =   825.00  DOWNSTREAM(FEET) =   810.00
 FLOW LENGTH(FEET) =  1550.00   MANNING'S N =  0.013
 DEPTH OF FLOW IN  39.0 INCH PIPE IS  31.7 INCHES
 PIPE-FLOW VELOCITY(FEET/SEC.) =   9.98
 ESTIMATED PIPE DIAMETER(INCH) =  39.00    NUMBER OF PIPES =   1
```

```
 PIPE-FLOW(CFS) =      72.11
 PIPE TRAVEL TIME(MIN.) =   2.59    Tc(MIN.) =   16.70
 LONGEST FLOWPATH FROM NODE    360.00 TO NODE    363.00 =    3000.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE    363.00 TO NODE    363.00 IS CODE =  81
----------------------------------------------------------------------------
 >>>>>ADDITION OF SUBAREA TO MAINLINE PEAK FLOW<<<<<
============================================================================
 MAINLINE Tc(MIN.) =   16.70
 *  25 YEAR RAINFALL INTENSITY(INCH/HR) =  2.237
 SUBAREA LOSS RATE DATA(AMC  II):
  DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS
      LAND USE            GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
 COMMERCIAL                 A        7.40      0.98      0.100    32
 RESIDENTIAL
 "5-7 DWELLINGS/ACRE"       A       16.00      0.98      0.500    32
 RESIDENTIAL
 "11+ DWELLINGS/ACRE"       A        0.10      0.98      0.200    32
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  0.98
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.373
 SUBAREA AREA(ACRES) =   23.50      SUBAREA RUNOFF(CFS) =   39.63
 EFFECTIVE AREA(ACRES) =    60.10   AREA-AVERAGED Fm(INCH/HR) =  0.32
 AREA-AVERAGED Fp(INCH/HR) =  0.98  AREA-AVERAGED Ap =  0.32
 TOTAL AREA(ACRES) =       60.1      PEAK FLOW RATE(CFS) =     103.90

****************************************************************************
 FLOW PROCESS FROM NODE    363.00 TO NODE    364.00 IS CODE =  31
----------------------------------------------------------------------------
 >>>>>COMPUTE PIPE-FLOW TRAVEL TIME THRU SUBAREA<<<<<
 >>>>>USING COMPUTER-ESTIMATED PIPESIZE (NON-PRESSURE FLOW)<<<<<
============================================================================
 ELEVATION DATA: UPSTREAM(FEET) =   810.00  DOWNSTREAM(FEET) =   778.00
 FLOW LENGTH(FEET) =  2560.00   MANNING'S N =  0.013
 DEPTH OF FLOW IN  45.0 INCH PIPE IS  32.1 INCHES
 PIPE-FLOW VELOCITY(FEET/SEC.) =  12.31
 ESTIMATED PIPE DIAMETER(INCH) =  45.00    NUMBER OF PIPES =   1
 PIPE-FLOW(CFS) =     103.90
 PIPE TRAVEL TIME(MIN.) =   3.47    Tc(MIN.) =   20.16
 LONGEST FLOWPATH FROM NODE    360.00 TO NODE    364.00 =    5560.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE    364.00 TO NODE    364.00 IS CODE =  81
----------------------------------------------------------------------------
 >>>>>ADDITION OF SUBAREA TO MAINLINE PEAK FLOW<<<<<
============================================================================
 MAINLINE Tc(MIN.) =   20.16
 *  25 YEAR RAINFALL INTENSITY(INCH/HR) =  1.998
 SUBAREA LOSS RATE DATA(AMC  II):
  DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS
      LAND USE            GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
 COMMERCIAL                 A       10.90      0.98      0.100    32
 RESIDENTIAL
 "5-7 DWELLINGS/ACRE"       A       31.00      0.98      0.500    32
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  0.98
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.396
 SUBAREA AREA(ACRES) =   41.90      SUBAREA RUNOFF(CFS) =   60.78
 EFFECTIVE AREA(ACRES) =   102.00   AREA-AVERAGED Fm(INCH/HR) =  0.34
 AREA-AVERAGED Fp(INCH/HR) =  0.97  AREA-AVERAGED Ap =  0.35
 TOTAL AREA(ACRES) =      102.0      PEAK FLOW RATE(CFS) =     151.73

****************************************************************************
 FLOW PROCESS FROM NODE    364.00 TO NODE    354.00 IS CODE =  31
----------------------------------------------------------------------------
 >>>>>COMPUTE PIPE-FLOW TRAVEL TIME THRU SUBAREA<<<<<
 >>>>>USING COMPUTER-ESTIMATED PIPESIZE (NON-PRESSURE FLOW)<<<<<
============================================================================
 ELEVATION DATA: UPSTREAM(FEET) =   778.00  DOWNSTREAM(FEET) =   775.00
 FLOW LENGTH(FEET) =  1330.00   MANNING'S N =  0.013
 DEPTH OF FLOW IN  69.0 INCH PIPE IS  53.4 INCHES
 PIPE-FLOW VELOCITY(FEET/SEC.) =   7.03
 ESTIMATED PIPE DIAMETER(INCH) =  69.00    NUMBER OF PIPES =   1
 PIPE-FLOW(CFS) =     151.73
 PIPE TRAVEL TIME(MIN.) =   3.15    Tc(MIN.) =   23.32
 LONGEST FLOWPATH FROM NODE    360.00 TO NODE    354.00 =    6890.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE    354.00 TO NODE    354.00 IS CODE =   1
----------------------------------------------------------------------------
 >>>>>DESIGNATE INDEPENDENT STREAM FOR CONFLUENCE<<<<<
============================================================================
 TOTAL NUMBER OF STREAMS =  2
 CONFLUENCE VALUES USED FOR INDEPENDENT STREAM  1 ARE:
 TIME OF CONCENTRATION(MIN.) =   23.32
 RAINFALL INTENSITY(INCH/HR) =   1.83
 AREA-AVERAGED Fm(INCH/HR) =  0.34
 AREA-AVERAGED Fp(INCH/HR) =  0.97
 AREA-AVERAGED Ap =  0.35
 EFFECTIVE STREAM AREA(ACRES) =    102.00
 TOTAL STREAM AREA(ACRES) =    102.00
 PEAK FLOW RATE(CFS) AT CONFLUENCE =     151.73

****************************************************************************
 FLOW PROCESS FROM NODE    350.00 TO NODE    351.00 IS CODE =  21
----------------------------------------------------------------------------
 >>>>>RATIONAL METHOD INITIAL SUBAREA ANALYSIS<<<<<
 >>USE TIME-OF-CONCENTRATION NOMOGRAPH FOR INITIAL SUBAREA<<
============================================================================
 INITIAL SUBAREA FLOW-LENGTH(FEET) =   860.00
 ELEVATION DATA: UPSTREAM(FEET) =    840.00  DOWNSTREAM(FEET) =    832.00

 Tc = K*[(LENGTH** 3.00)/(ELEVATION CHANGE)]**0.20
 SUBAREA ANALYSIS USED MINIMUM Tc(MIN.) =   11.560
 *  25 YEAR RAINFALL INTENSITY(INCH/HR) =  2.789
 SUBAREA Tc AND LOSS RATE DATA(AMC  II):
  DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS   Tc
      LAND USE            GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN  (MIN.)
 COMMERCIAL                 A        8.70      0.98      0.100    32   11.56
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  0.98
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.100
 SUBAREA RUNOFF(CFS) =     21.08
 TOTAL AREA(ACRES) =      8.70   PEAK FLOW RATE(CFS) =     21.08
```

```
****************************************************************************
 FLOW PROCESS FROM NODE    351.00 TO NODE    352.00 IS CODE =  62
----------------------------------------------------------------------------
 >>>>>COMPUTE STREET FLOW TRAVEL TIME THRU SUBAREA<<<<<
 >>>>>(STREET TABLE SECTION #  2 USED)<<<<<
============================================================================
 UPSTREAM ELEVATION(FEET) =  832.00  DOWNSTREAM ELEVATION(FEET) =  825.00
 STREET LENGTH(FEET) =  1200.00   CURB HEIGHT(INCHES) =  8.0
 STREET HALFWIDTH(FEET) = 32.00

 DISTANCE FROM CROWN TO CROSSFALL GRADEBREAK(FEET) =  27.00
 INSIDE STREET CROSSFALL(DECIMAL) =  0.020
 OUTSIDE STREET CROSSFALL(DECIMAL)  =  0.020

 SPECIFIED NUMBER OF HALFSTREETS CARRYING RUNOFF =  2
 STREET PARKWAY CROSSFALL(DECIMAL)  =  0.020
 Manning's FRICTION FACTOR for Streetflow Section(curb-to-curb) =   0.0150
 Manning's FRICTION FACTOR for Back-of-Walk Flow Section =   0.0200

   **TRAVEL TIME COMPUTED USING ESTIMATED FLOW(CFS) =      41.93
   STREETFLOW MODEL RESULTS USING ESTIMATED FLOW:
   STREET FLOW DEPTH(FEET) =  0.67
   HALFSTREET FLOOD WIDTH(FEET) =   26.19
   AVERAGE FLOW VELOCITY(FEET/SEC.) =    3.06
   PRODUCT OF DEPTH&VELOCITY(FT*FT/SEC.) =    2.06
 STREET FLOW TRAVEL TIME(MIN.) =   6.53   Tc(MIN.) =   18.09
 *  25 YEAR RAINFALL INTENSITY(INCH/HR) =  2.132
 SUBAREA LOSS RATE DATA(AMC  II):
  DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS
      LAND USE             GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
 COMMERCIAL                  A        0.80      0.98      0.100    32
 COMMERCIAL                  A       21.80      0.98      0.100    32
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  0.98
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.100
 SUBAREA AREA(ACRES) =   22.60      SUBAREA RUNOFF(CFS) =   41.38
 EFFECTIVE AREA(ACRES) =    31.30    AREA-AVERAGED Fm(INCH/HR) =  0.10
 AREA-AVERAGED Fp(INCH/HR) =  0.98  AREA-AVERAGED Ap =  0.10
 TOTAL AREA(ACRES) =       31.3       PEAK FLOW RATE(CFS) =      57.31

 END OF SUBAREA STREET FLOW HYDRAULICS:
 DEPTH(FEET) = 0.74   HALFSTREET FLOOD WIDTH(FEET) =  32.62
 FLOW VELOCITY(FEET/SEC.) =  3.28   DEPTH*VELOCITY(FT*FT/SEC.) =   2.42
 *NOTE: INITIAL SUBAREA NOMOGRAPH WITH SUBAREA PARAMETERS,
        AND L = 1200.0 FT WITH ELEVATION-DROP =   7.0 FT, IS   47.5 CFS,
        WHICH EXCEEDS THE TOP-OF-CURB STREET CAPACITY AT NODE    352.00
 LONGEST FLOWPATH FROM NODE    350.00 TO NODE    352.00 =    2060.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE    352.00 TO NODE    352.00 IS CODE =  81
----------------------------------------------------------------------------
 >>>>>ADDITION OF SUBAREA TO MAINLINE PEAK FLOW<<<<<
============================================================================
 MAINLINE Tc(MIN.) =   18.09
 *  25 YEAR RAINFALL INTENSITY(INCH/HR) =  2.132
 SUBAREA LOSS RATE DATA(AMC  II):
  DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS
      LAND USE             GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
 COMMERCIAL                  A        4.70      0.98      0.100    32
 COMMERCIAL                  A       14.50      0.98      0.100    32
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  0.98
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.100
 SUBAREA AREA(ACRES) =   19.20      SUBAREA RUNOFF(CFS) =   35.16
 EFFECTIVE AREA(ACRES) =    50.50    AREA-AVERAGED Fm(INCH/HR) =  0.10
 AREA-AVERAGED Fp(INCH/HR) =  0.98  AREA-AVERAGED Ap =  0.10
 TOTAL AREA(ACRES) =       50.5       PEAK FLOW RATE(CFS) =      92.47

****************************************************************************
 FLOW PROCESS FROM NODE    352.00 TO NODE    353.00 IS CODE =  31
----------------------------------------------------------------------------
 >>>>>COMPUTE PIPE-FLOW TRAVEL TIME THRU SUBAREA<<<<<
 >>>>>USING COMPUTER-ESTIMATED PIPESIZE (NON-PRESSURE FLOW)<<<<<
============================================================================
 ELEVATION DATA: UPSTREAM(FEET) =   825.00  DOWNSTREAM(FEET) =   805.00
 FLOW LENGTH(FEET) =  1500.00   MANNING'S N =  0.013
 DEPTH OF FLOW IN  42.0 INCH PIPE IS  30.9 INCHES
 PIPE-FLOW VELOCITY(FEET/SEC.) =  12.20
 ESTIMATED PIPE DIAMETER(INCH) =  42.00    NUMBER OF PIPES =   1
 PIPE-FLOW(CFS) =      92.47
 PIPE TRAVEL TIME(MIN.) =   2.05    Tc(MIN.) =   20.14
 LONGEST FLOWPATH FROM NODE    350.00 TO NODE    353.00 =    3560.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE    353.00 TO NODE    353.00 IS CODE =  81
----------------------------------------------------------------------------
 >>>>>ADDITION OF SUBAREA TO MAINLINE PEAK FLOW<<<<<
============================================================================
 MAINLINE Tc(MIN.) =   20.14
 *  25 YEAR RAINFALL INTENSITY(INCH/HR) =  1.999
 SUBAREA LOSS RATE DATA(AMC  II):
  DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS
      LAND USE             GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
 COMMERCIAL                  A       21.00      0.98      0.100    32
 RESIDENTIAL
 "5-7 DWELLINGS/ACRE"        A       16.60      0.98      0.500    32
 RESIDENTIAL
 "11+ DWELLINGS/ACRE"        A       12.40      0.98      0.200    32
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  0.98
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.258
 SUBAREA AREA(ACRES) =   50.00      SUBAREA RUNOFF(CFS) =   78.66
 EFFECTIVE AREA(ACRES) =   100.50   AREA-AVERAGED Fm(INCH/HR) =  0.17
 AREA-AVERAGED Fp(INCH/HR) =  0.98  AREA-AVERAGED Ap =  0.18
 TOTAL AREA(ACRES) =      100.5       PEAK FLOW RATE(CFS) =     165.08

****************************************************************************
 FLOW PROCESS FROM NODE    353.00 TO NODE    354.00 IS CODE =  31
----------------------------------------------------------------------------
 >>>>>COMPUTE PIPE-FLOW TRAVEL TIME THRU SUBAREA<<<<<
 >>>>>USING COMPUTER-ESTIMATED PIPESIZE (NON-PRESSURE FLOW)<<<<<
============================================================================
 ELEVATION DATA: UPSTREAM(FEET) =   805.00  DOWNSTREAM(FEET) =   775.00
 FLOW LENGTH(FEET) =  2560.00   MANNING'S N =  0.013
```

```
 DEPTH OF FLOW IN  54.0 INCH PIPE IS  38.8 INCHES
 PIPE-FLOW VELOCITY(FEET/SEC.) =  13.48
 ESTIMATED PIPE DIAMETER(INCH) =  54.00    NUMBER OF PIPES =   1
 PIPE-FLOW(CFS) =     165.08
 PIPE TRAVEL TIME(MIN.) =   3.17    Tc(MIN.) =   23.31
 LONGEST FLOWPATH FROM NODE    350.00 TO NODE    354.00 =    6120.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE    354.00 TO NODE    354.00 IS CODE =  81
----------------------------------------------------------------------------
 >>>>>ADDITION OF SUBAREA TO MAINLINE PEAK FLOW<<<<<
============================================================================
 MAINLINE Tc(MIN.) =   23.31
 *  25 YEAR RAINFALL INTENSITY(INCH/HR) =  1.831
 SUBAREA LOSS RATE DATA(AMC  II):
  DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS
      LAND USE            GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
 COMMERCIAL                 A       20.80      0.98      0.100    32
 RESIDENTIAL
 "5-7 DWELLINGS/ACRE"       A       50.70      0.98      0.500    32
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  0.98
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.384
 SUBAREA AREA(ACRES) =   71.50     SUBAREA RUNOFF(CFS) =   93.78
 EFFECTIVE AREA(ACRES) =    172.00   AREA-AVERAGED Fm(INCH/HR) =  0.26
 AREA-AVERAGED Fp(INCH/HR) =  0.98  AREA-AVERAGED Ap =  0.26
 TOTAL AREA(ACRES) =      172.0      PEAK FLOW RATE(CFS) =     243.70

****************************************************************************
 FLOW PROCESS FROM NODE    354.00 TO NODE    354.00 IS CODE =   1
----------------------------------------------------------------------------
 >>>>>DESIGNATE INDEPENDENT STREAM FOR CONFLUENCE<<<<<
 >>>>>AND COMPUTE VARIOUS CONFLUENCED STREAM VALUES<<<<<
============================================================================
 TOTAL NUMBER OF STREAMS =  2
 CONFLUENCE VALUES USED FOR INDEPENDENT STREAM  2 ARE:
 TIME OF CONCENTRATION(MIN.) =   23.31
 RAINFALL INTENSITY(INCH/HR) =   1.83
 AREA-AVERAGED Fm(INCH/HR) =  0.26
 AREA-AVERAGED Fp(INCH/HR) =  0.98
 AREA-AVERAGED Ap =  0.26
 EFFECTIVE STREAM AREA(ACRES) =     172.00
 TOTAL STREAM AREA(ACRES) =     172.00
 PEAK FLOW RATE(CFS) AT CONFLUENCE =     243.70

 ** CONFLUENCE DATA **
  STREAM       Q      Tc   Intensity   Fp(Fm)      Ap      Ae      HEADWATER
  NUMBER     (CFS)   (MIN.) (INCH/HR) (INCH/HR)           (ACRES)     NODE
     1      151.73   23.32    1.831  0.97( 0.34) 0.35     102.0      360.00
     2      243.70   23.31    1.831  0.98( 0.26) 0.26     172.0      350.00

 RAINFALL INTENSITY AND TIME OF CONCENTRATION RATIO
 CONFLUENCE FORMULA USED FOR  2 STREAMS.

 ** PEAK FLOW RATE TABLE **
  STREAM       Q      Tc   Intensity   Fp(Fm)      Ap      Ae      HEADWATER
  NUMBER     (CFS)   (MIN.) (INCH/HR) (INCH/HR)           (ACRES)     NODE
     1      395.42   23.31    1.831  0.98( 0.29) 0.30     274.0      350.00
     2      395.37   23.32    1.831  0.97( 0.29) 0.30     274.0      360.00

 COMPUTED CONFLUENCE ESTIMATES ARE AS FOLLOWS:
 PEAK FLOW RATE(CFS) =     395.42    Tc(MIN.) =    23.31
 EFFECTIVE AREA(ACRES) =     273.96   AREA-AVERAGED Fm(INCH/HR) =  0.29
 AREA-AVERAGED Fp(INCH/HR) =  0.98  AREA-AVERAGED Ap =  0.30
 TOTAL AREA(ACRES) =      274.0
 LONGEST FLOWPATH FROM NODE    360.00 TO NODE    354.00 =    6890.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE    354.00 TO NODE    345.00 IS CODE =  31
----------------------------------------------------------------------------
 >>>>>COMPUTE PIPE-FLOW TRAVEL TIME THRU SUBAREA<<<<<
 >>>>>USING COMPUTER-ESTIMATED PIPESIZE (NON-PRESSURE FLOW)<<<<<
============================================================================
 ELEVATION DATA: UPSTREAM(FEET) =   775.00  DOWNSTREAM(FEET) =   770.00
 FLOW LENGTH(FEET) =  1350.00   MANNING'S N =  0.013
 DEPTH OF FLOW IN  90.0 INCH PIPE IS  69.8 INCHES
 PIPE-FLOW VELOCITY(FEET/SEC.) =  10.76
 ESTIMATED PIPE DIAMETER(INCH) =  90.00    NUMBER OF PIPES =   1
 PIPE-FLOW(CFS) =     395.42
 PIPE TRAVEL TIME(MIN.) =   2.09    Tc(MIN.) =   25.40
 LONGEST FLOWPATH FROM NODE    360.00 TO NODE    345.00 =    8240.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE    345.00 TO NODE    345.00 IS CODE =  11
----------------------------------------------------------------------------
 >>>>>CONFLUENCE MEMORY BANK # 1 WITH THE MAIN-STREAM MEMORY<<<<<
============================================================================

 ** MAIN STREAM CONFLUENCE DATA **
  STREAM       Q      Tc   Intensity   Fp(Fm)      Ap      Ae      HEADWATER
  NUMBER     (CFS)   (MIN.) (INCH/HR) (INCH/HR)           (ACRES)     NODE
     1      395.42   25.40    1.739  0.98( 0.29) 0.30     274.0      350.00
     2      395.37   25.41    1.739  0.97( 0.29) 0.30     274.0      360.00
 LONGEST FLOWPATH FROM NODE    360.00 TO NODE    345.00 =    8240.00 FEET.

 ** MEMORY BANK #  1 CONFLUENCE DATA **
  STREAM       Q      Tc   Intensity   Fp(Fm)      Ap      Ae      HEADWATER
  NUMBER     (CFS)   (MIN.) (INCH/HR) (INCH/HR)           (ACRES)     NODE
     1      488.75   22.21    1.885  0.98( 0.49) 0.50     376.4      340.00
     2      485.06   22.57    1.867  0.98( 0.49) 0.50     378.8      320.00
 LONGEST FLOWPATH FROM NODE    340.00 TO NODE    345.00 =    5310.00 FEET.

 ** PEAK FLOW RATE TABLE **
  STREAM       Q      Tc   Intensity   Fp(Fm)      Ap      Ae      HEADWATER
  NUMBER     (CFS)   (MIN.) (INCH/HR) (INCH/HR)           (ACRES)     NODE
     1      869.32   22.21    1.885  0.98( 0.41) 0.42     616.0      340.00
     2      867.41   22.57    1.867  0.98( 0.41) 0.42     622.3      320.00
     3      835.51   25.40    1.739  0.98( 0.41) 0.42     652.8      350.00
     4      835.34   25.41    1.739  0.98( 0.41) 0.42     652.8      360.00
   TOTAL AREA(ACRES) =      652.8

 COMPUTED CONFLUENCE ESTIMATES ARE AS FOLLOWS:
 PEAK FLOW RATE(CFS) =     869.32  Tc(MIN.) =   22.212
```

```
 EFFECTIVE AREA(ACRES) =    615.99  AREA-AVERAGED Fm(INCH/HR) =  0.41
 AREA-AVERAGED Fp(INCH/HR) =  0.98  AREA-AVERAGED Ap =  0.42
 TOTAL AREA(ACRES) =      652.8
 LONGEST FLOWPATH FROM NODE    360.00 TO NODE    345.00 =    8240.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE    345.00 TO NODE    345.00 IS CODE =  71
----------------------------------------------------------------------------
 >>>>>PEAK FLOW RATE ESTIMATOR CHANGED TO UNIT-HYDROGRAPH METHOD<<<<<
 >>>>>USING TIME-OF-CONCENTRATION OF LONGEST FLOWPATH<<<<<
============================================================================
 UNIT-HYDROGRAPH DATA:
 RAINFALL(INCH): 5M= 0.38;30M= 0.79;1H= 1.04;3H= 1.87;6H= 2.71;24H= 5.30
 S-GRAPH: VALLEY(DEV.)=100.0%;VALLEY(UNDEV.)/DESERT=  0.0%
          MOUNTAIN=  0.0%;FOOTHILL=  0.0%;DESERT(UNDEV.)=  0.0%
 Tc(HR) = 0.42; LAG(HR) = 0.34; Fm(INCH/HR) = 0.41; Ybar = 0.44
 USED SIERRA MADRE DEPTH-AREA CURVES WITH AMC  II CONDITION.
 DEPTH-AREA FACTORS: 5M = 0.97; 30M = 0.97; 1HR = 0.97;
 3HR = 1.00; 6HR = 1.00; 24HR= 1.00
 UNIT-INTERVAL(MIN) =  5.00   TOTAL AREA(ACRES) =      652.8
 LONGEST FLOWPATH FROM NODE    360.00 TO NODE    345.00 =    8240.00 FEET.
  EQUIVALENT BASIN FACTOR APPROXIMATIONS:
  Lca/L=0.3,n=.0328; Lca/L=0.4,n=.0294; Lca/L=0.5,n=.0270;Lca/L=0.6,n=.0252
 TIME OF PEAK FLOW(HR) = 16.42  RUNOFF VOLUME(AF) =     169.70
 UNIT-HYDROGRAPH METHOD PEAK FLOW RATE(CFS) =    844.01
 TOTAL PEAK FLOW RATE(CFS) =    844.01 (SOURCE FLOW INCLUDED)
 RATIONAL METHOD PEAK FLOW RATE(CFS) =    869.32
  (UPSTREAM NODE PEAK FLOW RATE(CFS) =    869.32)
 PEAK FLOW RATE(CFS) USED =    869.32

****************************************************************************
 FLOW PROCESS FROM NODE    345.00 TO NODE    346.00 IS CODE =  31
----------------------------------------------------------------------------
 >>>>>COMPUTE PIPE-FLOW TRAVEL TIME THRU SUBAREA<<<<<
 >>>>>USING COMPUTER-ESTIMATED PIPESIZE (NON-PRESSURE FLOW)<<<<<
============================================================================
 ELEVATION DATA: UPSTREAM(FEET) =   770.00  DOWNSTREAM(FEET) =   752.00
 FLOW LENGTH(FEET) =  2560.00   MANNING'S N =  0.013
 DEPTH OF FLOW IN 108.0 INCH PIPE IS  82.3 INCHES
 PIPE-FLOW VELOCITY(FEET/SEC.) =  16.72
 ESTIMATED PIPE DIAMETER(INCH) = 108.00    NUMBER OF PIPES =   1
 PIPE-FLOW(CFS) =     869.32
 PIPE TRAVEL TIME(MIN.) =   2.55    Tc(MIN.) =   27.96
 LONGEST FLOWPATH FROM NODE    360.00 TO NODE    346.00 =   10800.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE    346.00 TO NODE    346.00 IS CODE =  81
----------------------------------------------------------------------------
 >>>>>ADDITION OF SUBAREA TO MAINLINE PEAK FLOW<<<<<
============================================================================
 MAINLINE Tc(MIN.) =   27.96
 *  25 YEAR RAINFALL INTENSITY(INCH/HR) =  1.642
 SUBAREA LOSS RATE DATA(AMC  II):
  DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS
      LAND USE             GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
 COMMERCIAL                  A        1.00      0.98      0.100    32
 RESIDENTIAL
 "5-7 DWELLINGS/ACRE"        A       70.00      0.98      0.500    32
 COMMERCIAL                  A        9.40      0.98      0.100    32
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  0.98
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.448
 SUBAREA AREA(ACRES) =   80.40
 UNIT-HYDROGRAPH DATA:
 RAINFALL(INCH): 5M= 0.38;30M= 0.79;1H= 1.04;3H= 1.87;6H= 2.71;24H= 5.30
 S-GRAPH: VALLEY(DEV.)=100.0%;VALLEY(UNDEV.)/DESERT=  0.0%
          MOUNTAIN=  0.0%;FOOTHILL=  0.0%;DESERT(UNDEV.)=  0.0%
 Tc(HR) = 0.47; LAG(HR) = 0.37; Fm(INCH/HR) = 0.41; Ybar = 0.44
 USED SIERRA MADRE DEPTH-AREA CURVES WITH AMC  II CONDITION.
 DEPTH-AREA FACTORS: 5M = 0.97; 30M = 0.97; 1HR = 0.97;
 3HR = 1.00; 6HR = 1.00; 24HR= 1.00
 UNIT-INTERVAL(MIN) =  5.00   TOTAL AREA(ACRES) =      733.2
 LONGEST FLOWPATH FROM NODE    360.00 TO NODE    346.00 =   10800.00 FEET.
  EQUIVALENT BASIN FACTOR APPROXIMATIONS:
  Lca/L=0.3,n=.0291; Lca/L=0.4,n=.0261; Lca/L=0.5,n=.0240;Lca/L=0.6,n=.0224
 TIME OF PEAK FLOW(HR) = 16.42  RUNOFF VOLUME(AF) =     189.52
 UNIT-HYDROGRAPH PEAK FLOW RATE(CFS) =    882.28
 TOTAL AREA(ACRES) =      733.2       PEAK FLOW RATE(CFS) =    882.28

****************************************************************************
 FLOW PROCESS FROM NODE    346.00 TO NODE    347.00 IS CODE =  31
----------------------------------------------------------------------------
 >>>>>COMPUTE PIPE-FLOW TRAVEL TIME THRU SUBAREA<<<<<
 >>>>>USING COMPUTER-ESTIMATED PIPESIZE (NON-PRESSURE FLOW)<<<<<
============================================================================
 ELEVATION DATA: UPSTREAM(FEET) =   752.00  DOWNSTREAM(FEET) =   740.00
 FLOW LENGTH(FEET) =  2530.00   MANNING'S N =  0.013
 DEPTH OF FLOW IN 114.0 INCH PIPE IS  92.7 INCHES
 PIPE-FLOW VELOCITY(FEET/SEC.) =  14.29
 ESTIMATED PIPE DIAMETER(INCH) = 114.00    NUMBER OF PIPES =   1
 PIPE-FLOW(CFS) =     882.28
 PIPE TRAVEL TIME(MIN.) =   2.95    Tc(MIN.) =   30.91
 LONGEST FLOWPATH FROM NODE    360.00 TO NODE    347.00 =   13330.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE    347.00 TO NODE    347.00 IS CODE =  81
----------------------------------------------------------------------------
 >>>>>ADDITION OF SUBAREA TO MAINLINE PEAK FLOW<<<<<
============================================================================
 MAINLINE Tc(MIN.) =   30.91
 *  25 YEAR RAINFALL INTENSITY(INCH/HR) =  1.546
 SUBAREA LOSS RATE DATA(AMC  II):
  DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS
      LAND USE             GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
 COMMERCIAL                  A        2.80      0.98      0.100    32
 RESIDENTIAL
 "5-7 DWELLINGS/ACRE"        A      144.30      0.98      0.500    32
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  0.98
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.492
 SUBAREA AREA(ACRES) =  147.10
 UNIT-HYDROGRAPH DATA:
 RAINFALL(INCH): 5M= 0.38;30M= 0.79;1H= 1.04;3H= 1.87;6H= 2.71;24H= 5.30
 S-GRAPH: VALLEY(DEV.)=100.0%;VALLEY(UNDEV.)/DESERT=  0.0%
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          MOUNTAIN=  0.0%;FOOTHILL=  0.0%;DESERT(UNDEV.)=  0.0%
  Tc(HR) = 0.52; LAG(HR) = 0.41; Fm(INCH/HR) = 0.42; Ybar = 0.45
  USED SIERRA MADRE DEPTH-AREA CURVES WITH AMC  II CONDITION.
  DEPTH-AREA FACTORS: 5M = 0.96; 30M = 0.96; 1HR = 0.96;
  3HR = 0.99; 6HR = 1.00; 24HR= 1.00
  UNIT-INTERVAL(MIN) =  5.00   TOTAL AREA(ACRES) =      880.3
  LONGEST FLOWPATH FROM NODE    360.00 TO NODE    347.00 =   13330.00 FEET.
   EQUIVALENT BASIN FACTOR APPROXIMATIONS:
   Lca/L=0.3,n=.0270; Lca/L=0.4,n=.0242; Lca/L=0.5,n=.0222;Lca/L=0.6,n=.0208
  TIME OF PEAK FLOW(HR) = 16.50  RUNOFF VOLUME(AF) =     223.18
  UNIT-HYDROGRAPH PEAK FLOW RATE(CFS) =     971.10
  TOTAL AREA(ACRES) =      880.3       PEAK FLOW RATE(CFS) =     971.10
================================================================================
  END OF STUDY SUMMARY:
  TOTAL AREA(ACRES)      =      880.3  TC(MIN.) =     30.91
  AREA-AVERAGED Fm(INCH/HR)=  0.42   Ybar =  0.45
  PEAK FLOW RATE(CFS)    =    971.10
================================================================================
================================================================================
  END OF INTEGRATED RATIONAL/UNIT-HYDROGRAPH METHOD ANALYSIS
```

```
**************************************************************************
          RATIONAL METHOD HYDROLOGY COMPUTER PROGRAM PACKAGE
       (Reference: 1986 SAN BERNARDINO CO. HYDROLOGY CRITERION)
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 ************************* DESCRIPTION OF STUDY *************************
* ONTARIO MASTER PLAN OF DRAINAGE - BASIN IV (AREA G, H, I)              *
* 10-YEAR HYDROLOGY ANALYSIS                                             *
* P. PAGADUAN 8-29-2011                                                  *
 **************************************************************************

  FILE NAME: OIVG10.DAT
  TIME/DATE OF STUDY: 16:28 08/29/2011
==========================================================================
  USER SPECIFIED HYDROLOGY AND HYDRAULIC MODEL INFORMATION:
==========================================================================
                    --*TIME-OF-CONCENTRATION MODEL*--

  USER SPECIFIED STORM EVENT(YEAR) =   10.00
  SPECIFIED MINIMUM PIPE SIZE(INCH) =  18.00
  SPECIFIED PERCENT OF GRADIENTS(DECIMAL) TO USE FOR FRICTION SLOPE = 0.80
  *USER-DEFINED LOGARITHMIC INTERPOLATION USED FOR RAINFALL*

  SLOPE OF INTENSITY DURATION CURVE(LOG(I;IN/HR) vs. LOG(Tc;MIN)) = 0.6000
  USER SPECIFIED 1-HOUR INTENSITY(INCH/HOUR) = 0.9000

  *ANTECEDENT MOISTURE CONDITION (AMC) I ASSUMED FOR RATIONAL METHOD*

  *USER-DEFINED STREET-SECTIONS FOR COUPLED PIPEFLOW AND STREETFLOW MODEL*
     HALF-  CROWN TO   STREET-CROSSFALL:   CURB  GUTTER-GEOMETRIES:  MANNING
     WIDTH  CROSSFALL  IN-  / OUT-/PARK-  HEIGHT WIDTH  LIP   HIKE   FACTOR
NO.   (FT)     (FT)     SIDE / SIDE/ WAY    (FT)   (FT)  (FT)  (FT)     (n)
===  =====  =========  ================  ======  ===== ====== ===== =======
  1   30.0     20.0    0.018/0.018/0.020   0.67    2.00 0.0312 0.167 0.0150
  2   32.0     27.0    0.020/0.020/0.020   0.67    2.00 0.0312 0.167 0.0150

  GLOBAL STREET FLOW-DEPTH CONSTRAINTS:
    1. Relative Flow-Depth =  0.00 FEET
       as (Maximum Allowable Street Flow Depth) - (Top-of-Curb)
    2. (Depth)*(Velocity) Constraint =  6.0 (FT*FT/S)
  *SIZE PIPE WITH A FLOW CAPACITY GREATER THAN
   OR EQUAL TO THE UPSTREAM TRIBUTARY PIPE.*
  *USER-SPECIFIED MINIMUM TOPOGRAPHIC SLOPE ADJUSTMENT NOT SELECTED

  UNIT-HYDROGRAPH MODEL SELECTIONS/PARAMETERS:
    WATERSHED LAG = 0.80 * Tc
    USED "VALLEY UNDEVELOPED" S-GRAPH FOR DEVELOPMENTS OF
    2 UNITS/ACRE AND LESS; AND "VALLEY DEVELOPED" S-GRAPH
    FOR DEVELOPMENTS OF 3-4 UNITS/ACRE AND MORE.
  USER SPECIFIED RAINFALL VALUES:
     2-YR  6-HR RAINFALL DEPTH(INCH) =  1.50
     2-YR 24-HR RAINFALL DEPTH(INCH) =  2.70
   100-YR  6-HR RAINFALL DEPTH(INCH) =  3.30
   100-YR 24-HR RAINFALL DEPTH(INCH) =  7.00
   SIERRA MADRE DEPTH-AREA FACTORS USED.
                    AREA-AVERAGED
        DURATION    RAINFALL(INCH)
        5-MINUTES         0.33
       30-MINUTES         0.68
        1-HOUR            0.90
        3-HOUR            1.60
        6-HOUR            2.31
       24-HOUR            4.36
  *ANTECEDENT MOISTURE CONDITION (AMC) I ASSUMED FOR UNIT HYDROGRAPH METHOD*


**************************************************************************
  FLOW PROCESS FROM NODE    320.10 TO NODE    320.20 IS CODE =  21
--------------------------------------------------------------------------
  >>>>>RATIONAL METHOD INITIAL SUBAREA ANALYSIS<<<<<
  >>USE TIME-OF-CONCENTRATION NOMOGRAPH FOR INITIAL SUBAREA<<
==========================================================================
  INITIAL SUBAREA FLOW-LENGTH(FEET) =   750.00
  ELEVATION DATA: UPSTREAM(FEET) =    820.00  DOWNSTREAM(FEET) =    815.00

  Tc = K*[(LENGTH** 3.00)/(ELEVATION CHANGE)]**0.20
  SUBAREA ANALYSIS USED MINIMUM Tc(MIN.) =   11.698
  *  10 YEAR RAINFALL INTENSITY(INCH/HR) =  2.400
  SUBAREA Tc AND LOSS RATE DATA(AMC  I ):
   DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS   Tc
       LAND USE            GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN  (MIN.)
  COMMERCIAL                 A        6.20      1.33      0.100    17   11.70
  SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  1.33
  SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.100
  SUBAREA RUNOFF(CFS) =      12.65
  TOTAL AREA(ACRES) =      6.20   PEAK FLOW RATE(CFS) =     12.65

**************************************************************************
  FLOW PROCESS FROM NODE    320.20 TO NODE    320.30 IS CODE =  91
--------------------------------------------------------------------------
  >>>>>COMPUTE "V" GUTTER FLOW TRAVEL TIME THRU SUBAREA<<<<<
==========================================================================
  UPSTREAM NODE ELEVATION(FEET) =    815.00
  DOWNSTREAM NODE ELEVATION(FEET) =    814.00
  CHANNEL LENGTH THRU SUBAREA(FEET) =   250.00
  "V" GUTTER WIDTH(FEET) =   5.00   GUTTER HIKE(FEET) =  0.800
  PAVEMENT LIP(FEET) =  0.100   MANNING'S N = .0150
  PAVEMENT CROSSFALL(DECIMAL NOTATION) = 0.10000
  MAXIMUM DEPTH(FEET) =   3.00
  *  10 YEAR RAINFALL INTENSITY(INCH/HR) =  2.293
  SUBAREA LOSS RATE DATA(AMC  I ):
   DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS
       LAND USE            GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
```

```
PUBLIC PARK                  A        1.80      1.33      0.850     17
COMMERCIAL                   A        9.90      1.33      0.100     17
SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  1.33
SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.215
TRAVEL TIME COMPUTED USING ESTIMATED FLOW(CFS) =     23.21
TRAVEL TIME THRU SUBAREA BASED ON VELOCITY(FEET/SEC.) =   4.51
AVERAGE FLOW DEPTH(FEET) =   1.22   FLOOD WIDTH(FEET) =   11.43
"V" GUTTER FLOW TRAVEL TIME(MIN.) =   0.92   Tc(MIN.) =   12.62
SUBAREA AREA(ACRES) =   11.70       SUBAREA RUNOFF(CFS) =   21.14
EFFECTIVE AREA(ACRES) =   17.90     AREA-AVERAGED Fm(INCH/HR) =   0.23
AREA-AVERAGED Fp(INCH/HR) =   1.33  AREA-AVERAGED Ap =   0.18
TOTAL AREA(ACRES) =       17.9          PEAK FLOW RATE(CFS) =      33.19

END OF SUBAREA "V" GUTTER HYDRAULICS:
DEPTH(FEET) =  1.37   FLOOD WIDTH(FEET) =   14.36
FLOW VELOCITY(FEET/SEC.) =   4.72   DEPTH*VELOCITY(FT*FT/SEC) =   6.46
LONGEST FLOWPATH FROM NODE    320.10 TO NODE    320.30 =    1000.00 FEET.

****************************************************************************
FLOW PROCESS FROM NODE    320.30 TO NODE    320.40 IS CODE =  91
----------------------------------------------------------------------------
>>>>>COMPUTE "V" GUTTER FLOW TRAVEL TIME THRU SUBAREA<<<<<
============================================================================
UPSTREAM NODE ELEVATION(FEET) =    814.00
DOWNSTREAM NODE ELEVATION(FEET) =    810.00
CHANNEL LENGTH THRU SUBAREA(FEET) =   900.00
"V" GUTTER WIDTH(FEET) =   5.00   GUTTER HIKE(FEET) =  0.800
PAVEMENT LIP(FEET) =  0.100   MANNING'S N = .0150
PAVEMENT CROSSFALL(DECIMAL NOTATION) = 0.10000
MAXIMUM DEPTH(FEET) =   3.00
*  10 YEAR RAINFALL INTENSITY(INCH/HR) =  2.028
SUBAREA LOSS RATE DATA(AMC  I ):
 DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp          Ap      SCS
     LAND USE             GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
PUBLIC PARK                  A        2.00      1.33      0.850     17
COMMERCIAL                   A       17.90      1.33      0.100     17
SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  1.33
SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.175
TRAVEL TIME COMPUTED USING ESTIMATED FLOW(CFS) =     49.23
TRAVEL TIME THRU SUBAREA BASED ON VELOCITY(FEET/SEC.) =   5.21
AVERAGE FLOW DEPTH(FEET) =   1.52   FLOOD WIDTH(FEET) =   17.40
"V" GUTTER FLOW TRAVEL TIME(MIN.) =   2.88   Tc(MIN.) =   15.50
SUBAREA AREA(ACRES) =   19.90       SUBAREA RUNOFF(CFS) =   32.14
EFFECTIVE AREA(ACRES) =   37.80     AREA-AVERAGED Fm(INCH/HR) =   0.23
AREA-AVERAGED Fp(INCH/HR) =   1.33  AREA-AVERAGED Ap =   0.18
TOTAL AREA(ACRES) =       37.8          PEAK FLOW RATE(CFS) =      61.05

END OF SUBAREA "V" GUTTER HYDRAULICS:
DEPTH(FEET) =  1.62   FLOOD WIDTH(FEET) =   19.45
FLOW VELOCITY(FEET/SEC.) =   5.39   DEPTH*VELOCITY(FT*FT/SEC) =   8.74
LONGEST FLOWPATH FROM NODE    320.10 TO NODE    320.40 =    1900.00 FEET.

****************************************************************************
FLOW PROCESS FROM NODE    320.00 TO NODE    321.00 IS CODE =  21
----------------------------------------------------------------------------
>>>>>RATIONAL METHOD INITIAL SUBAREA ANALYSIS<<<<<
>>USE TIME-OF-CONCENTRATION NOMOGRAPH FOR INITIAL SUBAREA<<
============================================================================
INITIAL SUBAREA FLOW-LENGTH(FEET) =   320.00
ELEVATION DATA: UPSTREAM(FEET) =    820.00  DOWNSTREAM(FEET) =    818.00

Tc = K*[(LENGTH** 3.00)/(ELEVATION CHANGE)]**0.20
SUBAREA ANALYSIS USED MINIMUM Tc(MIN.) =   13.392
*  10 YEAR RAINFALL INTENSITY(INCH/HR) =  2.213
SUBAREA Tc AND LOSS RATE DATA(AMC  I ):
 DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp          Ap      SCS   Tc
     LAND USE             GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN  (MIN.)
PUBLIC PARK                  A        6.30      1.33      0.850     17   13.39
SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  1.33
SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.850
SUBAREA RUNOFF(CFS) =      6.15
TOTAL AREA(ACRES) =      6.30   PEAK FLOW RATE(CFS) =      6.15

****************************************************************************
FLOW PROCESS FROM NODE    321.00 TO NODE    322.00 IS CODE =  91
----------------------------------------------------------------------------
>>>>>COMPUTE "V" GUTTER FLOW TRAVEL TIME THRU SUBAREA<<<<<
============================================================================
UPSTREAM NODE ELEVATION(FEET) =    818.00
DOWNSTREAM NODE ELEVATION(FEET) =    810.00
CHANNEL LENGTH THRU SUBAREA(FEET) =   970.00
"V" GUTTER WIDTH(FEET) =   5.00   GUTTER HIKE(FEET) =  0.800
PAVEMENT LIP(FEET) =  0.100   MANNING'S N = .0150
PAVEMENT CROSSFALL(DECIMAL NOTATION) = 0.10000
MAXIMUM DEPTH(FEET) =   3.00
*  10 YEAR RAINFALL INTENSITY(INCH/HR) =  1.959
SUBAREA LOSS RATE DATA(AMC  I ):
 DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp          Ap      SCS
     LAND USE             GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
PUBLIC PARK                  A       19.80      1.33      0.850     17
SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  1.33
SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.850
TRAVEL TIME COMPUTED USING ESTIMATED FLOW(CFS) =     13.30
TRAVEL TIME THRU SUBAREA BASED ON VELOCITY(FEET/SEC.) =   5.35
AVERAGE FLOW DEPTH(FEET) =   0.90   FLOOD WIDTH(FEET) =    5.00
"V" GUTTER FLOW TRAVEL TIME(MIN.) =   3.02   Tc(MIN.) =   16.41
SUBAREA AREA(ACRES) =   19.80       SUBAREA RUNOFF(CFS) =   14.79
EFFECTIVE AREA(ACRES) =   26.10     AREA-AVERAGED Fm(INCH/HR) =   1.13
AREA-AVERAGED Fp(INCH/HR) =   1.33  AREA-AVERAGED Ap =   0.85
TOTAL AREA(ACRES) =       26.1          PEAK FLOW RATE(CFS) =      19.50

END OF SUBAREA "V" GUTTER HYDRAULICS:
DEPTH(FEET) =  1.02   FLOOD WIDTH(FEET) =    7.45
FLOW VELOCITY(FEET/SEC.) =   5.98   DEPTH*VELOCITY(FT*FT/SEC) =   6.11
LONGEST FLOWPATH FROM NODE    320.00 TO NODE    322.00 =    1290.00 FEET.

****************************************************************************
FLOW PROCESS FROM NODE    322.00 TO NODE    323.00 IS CODE =  91
----------------------------------------------------------------------------
>>>>>COMPUTE "V" GUTTER FLOW TRAVEL TIME THRU SUBAREA<<<<<
============================================================================
UPSTREAM NODE ELEVATION(FEET) =    810.00
```

```
 DOWNSTREAM NODE ELEVATION(FEET) =     800.00
 CHANNEL LENGTH THRU SUBAREA(FEET) =   950.00
 "V" GUTTER WIDTH(FEET) =   5.00   GUTTER HIKE(FEET) =  0.800
 PAVEMENT LIP(FEET) =  0.100   MANNING'S N = .0150
 PAVEMENT CROSSFALL(DECIMAL NOTATION) = 0.10000
 MAXIMUM DEPTH(FEET) =   3.00
 *  10 YEAR RAINFALL INTENSITY(INCH/HR) =  1.817
 SUBAREA LOSS RATE DATA(AMC  I ):
  DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS
      LAND USE            GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
 PUBLIC PARK                A        2.30      1.33      0.850    17
 PUBLIC PARK                A       41.30      1.33      0.850    17
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  1.33
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.850
 TRAVEL TIME COMPUTED USING ESTIMATED FLOW(CFS) =     32.92
 TRAVEL TIME THRU SUBAREA BASED ON VELOCITY(FEET/SEC.) =   7.20
 AVERAGE FLOW DEPTH(FEET) =   1.17   FLOOD WIDTH(FEET) =   10.38
 "V" GUTTER FLOW TRAVEL TIME(MIN.) =   2.20   Tc(MIN.) =   18.61
 SUBAREA AREA(ACRES) =   43.60       SUBAREA RUNOFF(CFS) =   26.99
 EFFECTIVE AREA(ACRES) =   69.70     AREA-AVERAGED Fm(INCH/HR) =   1.13
 AREA-AVERAGED Fp(INCH/HR) =   1.33  AREA-AVERAGED Ap =   0.85
 TOTAL AREA(ACRES) =       69.7        PEAK FLOW RATE(CFS) =      43.15

 END OF SUBAREA "V" GUTTER HYDRAULICS:
 DEPTH(FEET) =  1.28   FLOOD WIDTH(FEET) =   12.52
 FLOW VELOCITY(FEET/SEC.) =   7.45   DEPTH*VELOCITY(FT*FT/SEC) =   9.51
 LONGEST FLOWPATH FROM NODE    320.00 TO NODE    323.00 =    2240.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE    323.00 TO NODE    324.00 IS CODE =  31
----------------------------------------------------------------------------
 >>>>>COMPUTE PIPE-FLOW TRAVEL TIME THRU SUBAREA<<<<<
 >>>>>USING COMPUTER-ESTIMATED PIPESIZE (NON-PRESSURE FLOW)<<<<<
============================================================================
 ELEVATION DATA: UPSTREAM(FEET) =   800.00  DOWNSTREAM(FEET) =   778.00
 FLOW LENGTH(FEET) =  1650.00   MANNING'S N =  0.013
 DEPTH OF FLOW IN  33.0 INCH PIPE IS  22.1 INCHES
 PIPE-FLOW VELOCITY(FEET/SEC.) =  10.19
 ESTIMATED PIPE DIAMETER(INCH) =  33.00    NUMBER OF PIPES =   1
 PIPE-FLOW(CFS) =      43.15
 PIPE TRAVEL TIME(MIN.) =   2.70    Tc(MIN.) =   21.31
 LONGEST FLOWPATH FROM NODE    320.00 TO NODE    324.00 =    3890.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE    324.00 TO NODE    324.00 IS CODE =  81
----------------------------------------------------------------------------
 >>>>>ADDITION OF SUBAREA TO MAINLINE PEAK FLOW<<<<<
============================================================================
 MAINLINE Tc(MIN.) =   21.31
 *  10 YEAR RAINFALL INTENSITY(INCH/HR) =  1.675
 SUBAREA LOSS RATE DATA(AMC  I ):
  DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS
      LAND USE            GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
 PUBLIC PARK                A        3.80      1.33      0.850    17
 PUBLIC PARK                A       78.00      1.33      0.850    17
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  1.33
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.850
 SUBAREA AREA(ACRES) =   81.80       SUBAREA RUNOFF(CFS) =   40.21
 EFFECTIVE AREA(ACRES) =   151.50   AREA-AVERAGED Fm(INCH/HR) =  1.13
 AREA-AVERAGED Fp(INCH/HR) =  1.33  AREA-AVERAGED Ap =  0.85
 TOTAL AREA(ACRES) =      151.5       PEAK FLOW RATE(CFS) =      74.47

****************************************************************************
 FLOW PROCESS FROM NODE    324.00 TO NODE    345.00 IS CODE =  31
----------------------------------------------------------------------------
 >>>>>COMPUTE PIPE-FLOW TRAVEL TIME THRU SUBAREA<<<<<
 >>>>>USING COMPUTER-ESTIMATED PIPESIZE (NON-PRESSURE FLOW)<<<<<
============================================================================
 ELEVATION DATA: UPSTREAM(FEET) =   778.00  DOWNSTREAM(FEET) =   770.00
 FLOW LENGTH(FEET) =  1340.00   MANNING'S N =  0.013
 DEPTH OF FLOW IN  45.0 INCH PIPE IS  33.1 INCHES
 PIPE-FLOW VELOCITY(FEET/SEC.) =   8.55
 ESTIMATED PIPE DIAMETER(INCH) =  45.00    NUMBER OF PIPES =   1
 PIPE-FLOW(CFS) =      74.47
 PIPE TRAVEL TIME(MIN.) =   2.61    Tc(MIN.) =   23.92
 LONGEST FLOWPATH FROM NODE    320.00 TO NODE    345.00 =    5230.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE    345.00 TO NODE    345.00 IS CODE =   1
----------------------------------------------------------------------------
 >>>>>DESIGNATE INDEPENDENT STREAM FOR CONFLUENCE<<<<<
============================================================================
 TOTAL NUMBER OF STREAMS =  2
 CONFLUENCE VALUES USED FOR INDEPENDENT STREAM  1 ARE:
 TIME OF CONCENTRATION(MIN.) =   23.92
 RAINFALL INTENSITY(INCH/HR) =   1.56
 AREA-AVERAGED Fm(INCH/HR) =  1.13
 AREA-AVERAGED Fp(INCH/HR) =  1.33
 AREA-AVERAGED Ap =  0.85
 EFFECTIVE STREAM AREA(ACRES) =     151.50
 TOTAL STREAM AREA(ACRES) =     151.50
 PEAK FLOW RATE(CFS) AT CONFLUENCE =      74.47

****************************************************************************
 FLOW PROCESS FROM NODE    340.00 TO NODE    341.00 IS CODE =  21
----------------------------------------------------------------------------
 >>>>>RATIONAL METHOD INITIAL SUBAREA ANALYSIS<<<<<
 >>USE TIME-OF-CONCENTRATION NOMOGRAPH FOR INITIAL SUBAREA<<
============================================================================
 INITIAL SUBAREA FLOW-LENGTH(FEET) =  1000.00
 ELEVATION DATA: UPSTREAM(FEET) =    840.00  DOWNSTREAM(FEET) =    830.00

 Tc = K*[(LENGTH** 3.00)/(ELEVATION CHANGE)]**0.20
 SUBAREA ANALYSIS USED MINIMUM Tc(MIN.) =   12.102
 *  10 YEAR RAINFALL INTENSITY(INCH/HR) =  2.352
 SUBAREA Tc AND LOSS RATE DATA(AMC  I ):
  DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS   Tc
      LAND USE            GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN  (MIN.)
 COMMERCIAL                 A        2.50      1.33      0.100    17   12.10
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  1.33
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.100
 SUBAREA RUNOFF(CFS) =      4.99
```

```
 TOTAL AREA(ACRES) =      2.50   PEAK FLOW RATE(CFS) =      4.99

****************************************************************************
 FLOW PROCESS FROM NODE    341.00 TO NODE    342.00 IS CODE =  62
----------------------------------------------------------------------------
 >>>>>COMPUTE STREET FLOW TRAVEL TIME THRU SUBAREA<<<<<
 >>>>>(STREET TABLE SECTION #  2 USED)<<<<<
============================================================================
 UPSTREAM ELEVATION(FEET) =  830.00  DOWNSTREAM ELEVATION(FEET) =  815.00
 STREET LENGTH(FEET) =  1030.00   CURB HEIGHT(INCHES) =  8.0
 STREET HALFWIDTH(FEET) = 32.00

 DISTANCE FROM CROWN TO CROSSFALL GRADEBREAK(FEET) =  27.00
 INSIDE STREET CROSSFALL(DECIMAL) =  0.020
 OUTSIDE STREET CROSSFALL(DECIMAL)  =  0.020

 SPECIFIED NUMBER OF HALFSTREETS CARRYING RUNOFF =  2
 STREET PARKWAY CROSSFALL(DECIMAL)  =  0.020
 Manning's FRICTION FACTOR for Streetflow Section(curb-to-curb) =   0.0150
 Manning's FRICTION FACTOR for Back-of-Walk Flow Section =   0.0200

   **TRAVEL TIME COMPUTED USING ESTIMATED FLOW(CFS) =       6.85
   STREETFLOW MODEL RESULTS USING ESTIMATED FLOW:
   STREET FLOW DEPTH(FEET) =  0.36
   HALFSTREET FLOOD WIDTH(FEET) =   10.09
   AVERAGE FLOW VELOCITY(FEET/SEC.) =    2.84
   PRODUCT OF DEPTH&VELOCITY(FT*FT/SEC.) =    1.02
 STREET FLOW TRAVEL TIME(MIN.) =   6.05   Tc(MIN.) =   18.16
 *  10 YEAR RAINFALL INTENSITY(INCH/HR) =  1.844
 SUBAREA LOSS RATE DATA(AMC  I ):
  DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS
      LAND USE            GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
 COMMERCIAL                 A        2.40      1.33      0.100    17
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  1.33
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.100
 SUBAREA AREA(ACRES) =     2.40      SUBAREA RUNOFF(CFS) =     3.70
 EFFECTIVE AREA(ACRES) =      4.90    AREA-AVERAGED Fm(INCH/HR) =  0.13
 AREA-AVERAGED Fp(INCH/HR) =  1.33  AREA-AVERAGED Ap =  0.10
 TOTAL AREA(ACRES) =        4.9        PEAK FLOW RATE(CFS) =       7.55

 END OF SUBAREA STREET FLOW HYDRAULICS:
 DEPTH(FEET) = 0.37   HALFSTREET FLOOD WIDTH(FEET) =  10.56
 FLOW VELOCITY(FEET/SEC.) =  2.89   DEPTH*VELOCITY(FT*FT/SEC.) =   1.07
 LONGEST FLOWPATH FROM NODE    340.00 TO NODE    342.00 =    2030.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE    342.00 TO NODE    342.00 IS CODE =  81
----------------------------------------------------------------------------
 >>>>>ADDITION OF SUBAREA TO MAINLINE PEAK FLOW<<<<<
============================================================================
 MAINLINE Tc(MIN.) =   18.16
 *  10 YEAR RAINFALL INTENSITY(INCH/HR) =  1.844
 SUBAREA LOSS RATE DATA(AMC  I ):
  DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS
      LAND USE            GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
 COMMERCIAL                 A        7.90      1.33      0.100    17
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  1.33
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.100
 SUBAREA AREA(ACRES) =     7.90      SUBAREA RUNOFF(CFS) =    12.17
 EFFECTIVE AREA(ACRES) =     12.80    AREA-AVERAGED Fm(INCH/HR) =  0.13
 AREA-AVERAGED Fp(INCH/HR) =  1.33  AREA-AVERAGED Ap =  0.10
 TOTAL AREA(ACRES) =       12.8        PEAK FLOW RATE(CFS) =      19.71

****************************************************************************
 FLOW PROCESS FROM NODE    342.00 TO NODE    342.00 IS CODE =  81
----------------------------------------------------------------------------
 >>>>>ADDITION OF SUBAREA TO MAINLINE PEAK FLOW<<<<<
============================================================================
 MAINLINE Tc(MIN.) =   18.16
 *  10 YEAR RAINFALL INTENSITY(INCH/HR) =  1.844
 SUBAREA LOSS RATE DATA(AMC  I ):
  DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS
      LAND USE            GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
 COMMERCIAL                 A       15.70      1.33      0.100    17
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  1.33
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.100
 SUBAREA AREA(ACRES) =    15.70      SUBAREA RUNOFF(CFS) =    24.18
 EFFECTIVE AREA(ACRES) =     28.50    AREA-AVERAGED Fm(INCH/HR) =  0.13
 AREA-AVERAGED Fp(INCH/HR) =  1.33  AREA-AVERAGED Ap =  0.10
 TOTAL AREA(ACRES) =       28.5        PEAK FLOW RATE(CFS) =      43.89

****************************************************************************
 FLOW PROCESS FROM NODE    342.00 TO NODE    343.00 IS CODE =  31
----------------------------------------------------------------------------
 >>>>>COMPUTE PIPE-FLOW TRAVEL TIME THRU SUBAREA<<<<<
 >>>>>USING COMPUTER-ESTIMATED PIPESIZE (NON-PRESSURE FLOW)<<<<<
============================================================================
 ELEVATION DATA: UPSTREAM(FEET) =   815.00  DOWNSTREAM(FEET) =   805.00
 FLOW LENGTH(FEET) =   700.00   MANNING'S N =  0.013
 DEPTH OF FLOW IN  33.0 INCH PIPE IS  21.8 INCHES
 PIPE-FLOW VELOCITY(FEET/SEC.) =  10.52
 ESTIMATED PIPE DIAMETER(INCH) =  33.00    NUMBER OF PIPES =   1
 PIPE-FLOW(CFS) =      43.89
 PIPE TRAVEL TIME(MIN.) =   1.11    Tc(MIN.) =   19.27
 LONGEST FLOWPATH FROM NODE    340.00 TO NODE    343.00 =    2730.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE    343.00 TO NODE    343.00 IS CODE =  81
----------------------------------------------------------------------------
 >>>>>ADDITION OF SUBAREA TO MAINLINE PEAK FLOW<<<<<
============================================================================
 MAINLINE Tc(MIN.) =   19.27
 *  10 YEAR RAINFALL INTENSITY(INCH/HR) =  1.779
 SUBAREA LOSS RATE DATA(AMC  I ):
  DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS
      LAND USE            GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
 COMMERCIAL                 A       14.70      1.33      0.100    17
 RESIDENTIAL
 "5-7 DWELLINGS/ACRE"       A        8.70      1.33      0.500    17
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  1.33
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.249
 SUBAREA AREA(ACRES) =   23.40      SUBAREA RUNOFF(CFS) =    30.52
```

```
  EFFECTIVE AREA(ACRES) =     51.90   AREA-AVERAGED Fm(INCH/HR) =  0.22
  AREA-AVERAGED Fp(INCH/HR) =  1.33  AREA-AVERAGED Ap =  0.17
  TOTAL AREA(ACRES) =       51.9       PEAK FLOW RATE(CFS) =      72.75

****************************************************************************
  FLOW PROCESS FROM NODE    343.00 TO NODE    344.00 IS CODE =  31
----------------------------------------------------------------------------
  >>>>>COMPUTE PIPE-FLOW TRAVEL TIME THRU SUBAREA<<<<<
  >>>>>USING COMPUTER-ESTIMATED PIPESIZE (NON-PRESSURE FLOW)<<<<<
============================================================================
  ELEVATION DATA: UPSTREAM(FEET) =   805.00  DOWNSTREAM(FEET) =   798.00
  FLOW LENGTH(FEET) =   600.00   MANNING'S N =  0.013
  DEPTH OF FLOW IN  39.0 INCH PIPE IS  29.3 INCHES
  PIPE-FLOW VELOCITY(FEET/SEC.) =  10.90
  ESTIMATED PIPE DIAMETER(INCH) =  39.00    NUMBER OF PIPES =   1
  PIPE-FLOW(CFS) =      72.75
  PIPE TRAVEL TIME(MIN.) =   0.92    Tc(MIN.) =   20.18
  LONGEST FLOWPATH FROM NODE    340.00 TO NODE    344.00 =    3330.00 FEET.

****************************************************************************
  FLOW PROCESS FROM NODE    344.00 TO NODE    344.00 IS CODE =  81
----------------------------------------------------------------------------
  >>>>>ADDITION OF SUBAREA TO MAINLINE PEAK FLOW<<<<<
============================================================================
  MAINLINE Tc(MIN.) =   20.18
  *  10 YEAR RAINFALL INTENSITY(INCH/HR) =  1.730
  SUBAREA LOSS RATE DATA(AMC  I ):
   DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS
       LAND USE            GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
  COMMERCIAL                 A       15.50      1.33      0.100    17
  RESIDENTIAL
  "5-7 DWELLINGS/ACRE"       A       41.90      1.33      0.500    17
  SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  1.33
  SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.392
  SUBAREA AREA(ACRES) =   57.40      SUBAREA RUNOFF(CFS) =   62.50
  EFFECTIVE AREA(ACRES) =    109.30   AREA-AVERAGED Fm(INCH/HR) =  0.38
  AREA-AVERAGED Fp(INCH/HR) =  1.33  AREA-AVERAGED Ap =  0.29
  TOTAL AREA(ACRES) =      109.3       PEAK FLOW RATE(CFS) =     132.96

****************************************************************************
  FLOW PROCESS FROM NODE    344.00 TO NODE    345.00 IS CODE =  31
----------------------------------------------------------------------------
  >>>>>COMPUTE PIPE-FLOW TRAVEL TIME THRU SUBAREA<<<<<
  >>>>>USING COMPUTER-ESTIMATED PIPESIZE (NON-PRESSURE FLOW)<<<<<
============================================================================
  ELEVATION DATA: UPSTREAM(FEET) =   798.00  DOWNSTREAM(FEET) =   770.00
  FLOW LENGTH(FEET) =  1980.00   MANNING'S N =  0.013
  DEPTH OF FLOW IN  48.0 INCH PIPE IS  34.6 INCHES
  PIPE-FLOW VELOCITY(FEET/SEC.) =  13.70
  ESTIMATED PIPE DIAMETER(INCH) =  48.00    NUMBER OF PIPES =   1
  PIPE-FLOW(CFS) =     132.96
  PIPE TRAVEL TIME(MIN.) =   2.41    Tc(MIN.) =   22.59
  LONGEST FLOWPATH FROM NODE    340.00 TO NODE    345.00 =    5310.00 FEET.

****************************************************************************
  FLOW PROCESS FROM NODE    345.00 TO NODE    345.00 IS CODE =  81
----------------------------------------------------------------------------
  >>>>>ADDITION OF SUBAREA TO MAINLINE PEAK FLOW<<<<<
============================================================================
  MAINLINE Tc(MIN.) =   22.59
  *  10 YEAR RAINFALL INTENSITY(INCH/HR) =  1.617
  SUBAREA LOSS RATE DATA(AMC  I ):
   DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS
       LAND USE            GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
  COMMERCIAL                 A       22.80      1.33      0.100    17
  RESIDENTIAL
  "5-7 DWELLINGS/ACRE"       A       32.90      1.33      0.500    17
  RESIDENTIAL
  "11+ DWELLINGS/ACRE"       A       54.70      1.33      0.200    17
  RESIDENTIAL
  "11+ DWELLINGS/ACRE"       A        2.70      1.33      0.200    17
  COMMERCIAL                 A        4.90      1.33      0.100    17
  SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  1.33
  SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.260
  SUBAREA AREA(ACRES) =  118.00      SUBAREA RUNOFF(CFS) =  135.05
  EFFECTIVE AREA(ACRES) =    227.30   AREA-AVERAGED Fm(INCH/HR) =  0.36
  AREA-AVERAGED Fp(INCH/HR) =  1.33  AREA-AVERAGED Ap =  0.27
  TOTAL AREA(ACRES) =      227.3       PEAK FLOW RATE(CFS) =     256.87

****************************************************************************
  FLOW PROCESS FROM NODE    345.00 TO NODE    345.00 IS CODE =   1
----------------------------------------------------------------------------
  >>>>>DESIGNATE INDEPENDENT STREAM FOR CONFLUENCE<<<<<
  >>>>>AND COMPUTE VARIOUS CONFLUENCED STREAM VALUES<<<<<
============================================================================
  TOTAL NUMBER OF STREAMS =  2
  CONFLUENCE VALUES USED FOR INDEPENDENT STREAM  2 ARE:
  TIME OF CONCENTRATION(MIN.) =   22.59
  RAINFALL INTENSITY(INCH/HR) =   1.62
  AREA-AVERAGED Fm(INCH/HR) =  0.36
  AREA-AVERAGED Fp(INCH/HR) =  1.33
  AREA-AVERAGED Ap =  0.27
  EFFECTIVE STREAM AREA(ACRES) =     227.30
  TOTAL STREAM AREA(ACRES) =     227.30
  PEAK FLOW RATE(CFS) AT CONFLUENCE =     256.87

  ** CONFLUENCE DATA **
   STREAM       Q      Tc   Intensity   Fp(Fm)      Ap      Ae      HEADWATER
   NUMBER     (CFS)  (MIN.) (INCH/HR) (INCH/HR)            (ACRES)     NODE
      1       74.47   23.92    1.563  1.33( 1.13) 0.85     151.5      320.00
      2      256.87   22.59    1.617  1.33( 0.36) 0.27     227.3      340.00

  RAINFALL INTENSITY AND TIME OF CONCENTRATION RATIO
  CONFLUENCE FORMULA USED FOR  2 STREAMS.

  ** PEAK FLOW RATE TABLE **
   STREAM       Q      Tc   Intensity   Fp(Fm)      Ap      Ae      HEADWATER
   NUMBER     (CFS)  (MIN.) (INCH/HR) (INCH/HR)            (ACRES)     NODE
      1      331.34   22.59    1.617  1.33( 0.66) 0.50     370.4      340.00
      2      320.20   23.92    1.563  1.33( 0.67) 0.50     378.8      320.00

  COMPUTED CONFLUENCE ESTIMATES ARE AS FOLLOWS:
```

```
 PEAK FLOW RATE(CFS) =     331.34    Tc(MIN.) =    22.59
 EFFECTIVE AREA(ACRES) =    370.39   AREA-AVERAGED Fm(INCH/HR) =  0.66
 AREA-AVERAGED Fp(INCH/HR) =  1.33  AREA-AVERAGED Ap =  0.50
 TOTAL AREA(ACRES) =      378.8
 LONGEST FLOWPATH FROM NODE    340.00 TO NODE    345.00 =    5310.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE    345.00 TO NODE    345.00 IS CODE =  10
----------------------------------------------------------------------------
 >>>>>MAIN-STREAM MEMORY COPIED ONTO MEMORY BANK # 1 <<<<<
============================================================================

****************************************************************************
 FLOW PROCESS FROM NODE    360.00 TO NODE    361.00 IS CODE =  21
----------------------------------------------------------------------------
 >>>>>RATIONAL METHOD INITIAL SUBAREA ANALYSIS<<<<<
 >>USE TIME-OF-CONCENTRATION NOMOGRAPH FOR INITIAL SUBAREA<<
============================================================================
 INITIAL SUBAREA FLOW-LENGTH(FEET) =   950.00
 ELEVATION DATA: UPSTREAM(FEET) =    840.00  DOWNSTREAM(FEET) =    830.00

 Tc = K*[(LENGTH** 3.00)/(ELEVATION CHANGE)]**0.20
 SUBAREA ANALYSIS USED MINIMUM Tc(MIN.) =   11.736
 *  10 YEAR RAINFALL INTENSITY(INCH/HR) =  2.396
 SUBAREA Tc AND LOSS RATE DATA(AMC  I ):
  DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS   Tc
      LAND USE             GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN  (MIN.)
 COMMERCIAL                  A        1.40      1.33      0.100    17   11.74
 RESIDENTIAL
 "11+ DWELLINGS/ACRE"        A        9.00      1.33      0.200    17   12.51
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  1.33
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.187
 SUBAREA RUNOFF(CFS) =     20.10
 TOTAL AREA(ACRES) =     10.40   PEAK FLOW RATE(CFS) =     20.10

****************************************************************************
 FLOW PROCESS FROM NODE    361.00 TO NODE    362.00 IS CODE =  62
----------------------------------------------------------------------------
 >>>>>COMPUTE STREET FLOW TRAVEL TIME THRU SUBAREA<<<<<
 >>>>>(STREET TABLE SECTION #  2 USED)<<<<<
============================================================================
 UPSTREAM ELEVATION(FEET) =  830.00  DOWNSTREAM ELEVATION(FEET) =  825.00
 STREET LENGTH(FEET) =   500.00   CURB HEIGHT(INCHES) =  8.0
 STREET HALFWIDTH(FEET) = 32.00

 DISTANCE FROM CROWN TO CROSSFALL GRADEBREAK(FEET) =  27.00
 INSIDE STREET CROSSFALL(DECIMAL) =  0.020
 OUTSIDE STREET CROSSFALL(DECIMAL) =  0.020

 SPECIFIED NUMBER OF HALFSTREETS CARRYING RUNOFF =  2
 STREET PARKWAY CROSSFALL(DECIMAL) =  0.020
 Manning's FRICTION FACTOR for Streetflow Section(curb-to-curb) =   0.0150
 Manning's FRICTION FACTOR for Back-of-Walk Flow Section =   0.0200

   **TRAVEL TIME COMPUTED USING ESTIMATED FLOW(CFS) =      26.25
   STREETFLOW MODEL RESULTS USING ESTIMATED FLOW:
   STREET FLOW DEPTH(FEET) =  0.54
   HALFSTREET FLOOD WIDTH(FEET) =   19.32
   AVERAGE FLOW VELOCITY(FEET/SEC.) =    3.35
   PRODUCT OF DEPTH&VELOCITY(FT*FT/SEC.) =    1.82
 STREET FLOW TRAVEL TIME(MIN.) =   2.49   Tc(MIN.) =   14.23
 *  10 YEAR RAINFALL INTENSITY(INCH/HR) =  2.135
 SUBAREA LOSS RATE DATA(AMC  I ):
  DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS
      LAND USE             GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
 RESIDENTIAL
 "11+ DWELLINGS/ACRE"        A        7.30      1.33      0.200    17
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  1.33
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.200
 SUBAREA AREA(ACRES) =     7.30      SUBAREA RUNOFF(CFS) =   12.28
 EFFECTIVE AREA(ACRES) =    17.70    AREA-AVERAGED Fm(INCH/HR) =  0.26
 AREA-AVERAGED Fp(INCH/HR) =  1.33  AREA-AVERAGED Ap =  0.19
 TOTAL AREA(ACRES) =       17.7       PEAK FLOW RATE(CFS) =      29.94

 END OF SUBAREA STREET FLOW HYDRAULICS:
 DEPTH(FEET) = 0.56   HALFSTREET FLOOD WIDTH(FEET) =  20.32
 FLOW VELOCITY(FEET/SEC.) =  3.47   DEPTH*VELOCITY(FT*FT/SEC.) =   1.96
 LONGEST FLOWPATH FROM NODE    360.00 TO NODE    362.00 =    1450.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE    362.00 TO NODE    362.00 IS CODE =  81
----------------------------------------------------------------------------
 >>>>>ADDITION OF SUBAREA TO MAINLINE PEAK FLOW<<<<<
============================================================================
 MAINLINE Tc(MIN.) =   14.23
 *  10 YEAR RAINFALL INTENSITY(INCH/HR) =  2.135
 SUBAREA LOSS RATE DATA(AMC  I ):
  DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS
      LAND USE             GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
 COMMERCIAL                  A        5.30      1.33      0.100    17
 RESIDENTIAL
 "5-7 DWELLINGS/ACRE"        A       13.60      1.33      0.500    17
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  1.33
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.388
 SUBAREA AREA(ACRES) =    18.90      SUBAREA RUNOFF(CFS) =   27.55
 EFFECTIVE AREA(ACRES) =    36.60    AREA-AVERAGED Fm(INCH/HR) =  0.39
 AREA-AVERAGED Fp(INCH/HR) =  1.33  AREA-AVERAGED Ap =  0.29
 TOTAL AREA(ACRES) =       36.6       PEAK FLOW RATE(CFS) =      57.49

****************************************************************************
 FLOW PROCESS FROM NODE    362.00 TO NODE    363.00 IS CODE =  31
----------------------------------------------------------------------------
 >>>>>COMPUTE PIPE-FLOW TRAVEL TIME THRU SUBAREA<<<<<
 >>>>>USING COMPUTER-ESTIMATED PIPESIZE (NON-PRESSURE FLOW)<<<<<
============================================================================
 ELEVATION DATA: UPSTREAM(FEET) =   825.00  DOWNSTREAM(FEET) =   810.00
 FLOW LENGTH(FEET) =  1550.00   MANNING'S N =  0.013
 DEPTH OF FLOW IN  36.0 INCH PIPE IS  28.9 INCHES
 PIPE-FLOW VELOCITY(FEET/SEC.) =   9.46
 ESTIMATED PIPE DIAMETER(INCH) =  36.00    NUMBER OF PIPES =   1
 PIPE-FLOW(CFS) =      57.49
 PIPE TRAVEL TIME(MIN.) =   2.73    Tc(MIN.) =   16.96
```

```
 LONGEST FLOWPATH FROM NODE    360.00 TO NODE    363.00 =    3000.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE    363.00 TO NODE    363.00 IS CODE =  81
----------------------------------------------------------------------------
 >>>>>ADDITION OF SUBAREA TO MAINLINE PEAK FLOW<<<<<
============================================================================
 MAINLINE Tc(MIN.) =   16.96
 *  10 YEAR RAINFALL INTENSITY(INCH/HR) =  1.921
 SUBAREA LOSS RATE DATA(AMC  I ):
  DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS
      LAND USE            GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
 COMMERCIAL                 A        7.40      1.33      0.100    17
 RESIDENTIAL
 "5-7 DWELLINGS/ACRE"       A       16.00      1.33      0.500    17
 RESIDENTIAL
 "11+ DWELLINGS/ACRE"       A        0.10      1.33      0.200    17
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  1.33
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.373
 SUBAREA AREA(ACRES) =   23.50     SUBAREA RUNOFF(CFS) =   30.16
 EFFECTIVE AREA(ACRES) =    60.10   AREA-AVERAGED Fm(INCH/HR) =  0.43
 AREA-AVERAGED Fp(INCH/HR) =  1.33  AREA-AVERAGED Ap =  0.32
 TOTAL AREA(ACRES) =       60.1      PEAK FLOW RATE(CFS) =      80.62

****************************************************************************
 FLOW PROCESS FROM NODE    363.00 TO NODE    364.00 IS CODE =  31
----------------------------------------------------------------------------
 >>>>>COMPUTE PIPE-FLOW TRAVEL TIME THRU SUBAREA<<<<<
 >>>>>USING COMPUTER-ESTIMATED PIPESIZE (NON-PRESSURE FLOW)<<<<<
============================================================================
 ELEVATION DATA: UPSTREAM(FEET) =   810.00  DOWNSTREAM(FEET) =   778.00
 FLOW LENGTH(FEET) =  2560.00   MANNING'S N =  0.013
 DEPTH OF FLOW IN  39.0 INCH PIPE IS  31.2 INCHES
 PIPE-FLOW VELOCITY(FEET/SEC.) =  11.34
 ESTIMATED PIPE DIAMETER(INCH) =  39.00    NUMBER OF PIPES =   1
 PIPE-FLOW(CFS) =      80.62
 PIPE TRAVEL TIME(MIN.) =   3.76    Tc(MIN.) =   20.72
 LONGEST FLOWPATH FROM NODE    360.00 TO NODE    364.00 =    5560.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE    364.00 TO NODE    364.00 IS CODE =  81
----------------------------------------------------------------------------
 >>>>>ADDITION OF SUBAREA TO MAINLINE PEAK FLOW<<<<<
============================================================================
 MAINLINE Tc(MIN.) =   20.72
 *  10 YEAR RAINFALL INTENSITY(INCH/HR) =  1.703
 SUBAREA LOSS RATE DATA(AMC  I ):
  DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS
      LAND USE            GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
 COMMERCIAL                 A       10.90      1.33      0.100    17
 RESIDENTIAL
 "5-7 DWELLINGS/ACRE"       A       31.00      1.33      0.500    17
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  1.33
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.396
 SUBAREA AREA(ACRES) =   41.90     SUBAREA RUNOFF(CFS) =   44.41
 EFFECTIVE AREA(ACRES) =   102.00   AREA-AVERAGED Fm(INCH/HR) =  0.47
 AREA-AVERAGED Fp(INCH/HR) =  1.33  AREA-AVERAGED Ap =  0.35
 TOTAL AREA(ACRES) =      102.0      PEAK FLOW RATE(CFS) =     113.26

****************************************************************************
 FLOW PROCESS FROM NODE    364.00 TO NODE    354.00 IS CODE =  31
----------------------------------------------------------------------------
 >>>>>COMPUTE PIPE-FLOW TRAVEL TIME THRU SUBAREA<<<<<
 >>>>>USING COMPUTER-ESTIMATED PIPESIZE (NON-PRESSURE FLOW)<<<<<
============================================================================
 ELEVATION DATA: UPSTREAM(FEET) =   778.00  DOWNSTREAM(FEET) =   775.00
 FLOW LENGTH(FEET) =  1330.00   MANNING'S N =  0.013
 DEPTH OF FLOW IN  63.0 INCH PIPE IS  46.7 INCHES
 PIPE-FLOW VELOCITY(FEET/SEC.) =   6.59
 ESTIMATED PIPE DIAMETER(INCH) =  63.00    NUMBER OF PIPES =   1
 PIPE-FLOW(CFS) =     113.26
 PIPE TRAVEL TIME(MIN.) =   3.37    Tc(MIN.) =   24.08
 LONGEST FLOWPATH FROM NODE    360.00 TO NODE    354.00 =    6890.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE    354.00 TO NODE    354.00 IS CODE =   1
----------------------------------------------------------------------------
 >>>>>DESIGNATE INDEPENDENT STREAM FOR CONFLUENCE<<<<<
============================================================================
 TOTAL NUMBER OF STREAMS =  2
 CONFLUENCE VALUES USED FOR INDEPENDENT STREAM  1 ARE:
 TIME OF CONCENTRATION(MIN.) =   24.08
 RAINFALL INTENSITY(INCH/HR) =   1.56
 AREA-AVERAGED Fm(INCH/HR) =  0.47
 AREA-AVERAGED Fp(INCH/HR) =  1.33
 AREA-AVERAGED Ap =  0.35
 EFFECTIVE STREAM AREA(ACRES) =    102.00
 TOTAL STREAM AREA(ACRES) =    102.00
 PEAK FLOW RATE(CFS) AT CONFLUENCE =    113.26

****************************************************************************
 FLOW PROCESS FROM NODE    350.00 TO NODE    351.00 IS CODE =  21
----------------------------------------------------------------------------
 >>>>>RATIONAL METHOD INITIAL SUBAREA ANALYSIS<<<<<
 >>USE TIME-OF-CONCENTRATION NOMOGRAPH FOR INITIAL SUBAREA<<
============================================================================
 INITIAL SUBAREA FLOW-LENGTH(FEET) =   860.00
 ELEVATION DATA: UPSTREAM(FEET) =    840.00  DOWNSTREAM(FEET) =    832.00

 Tc = K*[(LENGTH** 3.00)/(ELEVATION CHANGE)]**0.20
 SUBAREA ANALYSIS USED MINIMUM Tc(MIN.) =   11.560
 *  10 YEAR RAINFALL INTENSITY(INCH/HR) =  2.417
 SUBAREA Tc AND LOSS RATE DATA(AMC  I ):
  DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS   Tc
      LAND USE            GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN  (MIN.)
 COMMERCIAL                 A        8.70      1.33      0.100    17   11.56
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  1.33
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.100
 SUBAREA RUNOFF(CFS) =     17.89
 TOTAL AREA(ACRES) =      8.70   PEAK FLOW RATE(CFS) =     17.89

****************************************************************************
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```
 FLOW PROCESS FROM NODE    351.00 TO NODE    352.00 IS CODE =  62
----------------------------------------------------------------------------
 >>>>>COMPUTE STREET FLOW TRAVEL TIME THRU SUBAREA<<<<<
 >>>>>(STREET TABLE SECTION #  2 USED)<<<<<
============================================================================
 UPSTREAM ELEVATION(FEET) =  832.00  DOWNSTREAM ELEVATION(FEET) =  825.00
 STREET LENGTH(FEET) =  1200.00   CURB HEIGHT(INCHES) =  8.0
 STREET HALFWIDTH(FEET) = 32.00

 DISTANCE FROM CROWN TO CROSSFALL GRADEBREAK(FEET) =  27.00
 INSIDE STREET CROSSFALL(DECIMAL) =  0.020
 OUTSIDE STREET CROSSFALL(DECIMAL) =  0.020

 SPECIFIED NUMBER OF HALFSTREETS CARRYING RUNOFF =  2
 STREET PARKWAY CROSSFALL(DECIMAL) =  0.020
 Manning's FRICTION FACTOR for Streetflow Section(curb-to-curb) =   0.0150
 Manning's FRICTION FACTOR for Back-of-Walk Flow Section =   0.0200

   **TRAVEL TIME COMPUTED USING ESTIMATED FLOW(CFS) =      35.32
   STREETFLOW MODEL RESULTS USING ESTIMATED FLOW:
   STREET FLOW DEPTH(FEET) =  0.64
   HALFSTREET FLOOD WIDTH(FEET) =   24.12
   AVERAGE FLOW VELOCITY(FEET/SEC.) =    2.94
   PRODUCT OF DEPTH&VELOCITY(FT*FT/SEC.) =    1.88
 STREET FLOW TRAVEL TIME(MIN.) =   6.80   Tc(MIN.) =   18.36
 *  10 YEAR RAINFALL INTENSITY(INCH/HR) =  1.831
 SUBAREA LOSS RATE DATA(AMC  I ):
  DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS
      LAND USE            GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
 COMMERCIAL                 A        0.80      1.33      0.100    17
 COMMERCIAL                 A       21.80      1.33      0.100    17
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  1.33
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.100
 SUBAREA AREA(ACRES) =   22.60      SUBAREA RUNOFF(CFS) =   34.55
 EFFECTIVE AREA(ACRES) =    31.30    AREA-AVERAGED Fm(INCH/HR) =  0.13
 AREA-AVERAGED Fp(INCH/HR) =  1.33  AREA-AVERAGED Ap =  0.10
 TOTAL AREA(ACRES) =       31.3        PEAK FLOW RATE(CFS) =      47.85

 END OF SUBAREA STREET FLOW HYDRAULICS:
 DEPTH(FEET) = 0.70   HALFSTREET FLOOD WIDTH(FEET) =  28.82
 FLOW VELOCITY(FEET/SEC.) =  3.16   DEPTH*VELOCITY(FT*FT/SEC.) =   2.21
 *NOTE: INITIAL SUBAREA NOMOGRAPH WITH SUBAREA PARAMETERS,
        AND L = 1200.0 FT WITH ELEVATION-DROP =   7.0 FT, IS   40.2 CFS,
        WHICH EXCEEDS THE TOP-OF-CURB STREET CAPACITY AT NODE    352.00
 LONGEST FLOWPATH FROM NODE    350.00 TO NODE    352.00 =    2060.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE    352.00 TO NODE    352.00 IS CODE =  81
----------------------------------------------------------------------------
 >>>>>ADDITION OF SUBAREA TO MAINLINE PEAK FLOW<<<<<
============================================================================
 MAINLINE Tc(MIN.) =   18.36
 *  10 YEAR RAINFALL INTENSITY(INCH/HR) =  1.831
 SUBAREA LOSS RATE DATA(AMC  I ):
  DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS
      LAND USE            GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
 COMMERCIAL                 A        4.70      1.33      0.100    17
 COMMERCIAL                 A       14.50      1.33      0.100    17
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  1.33
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.100
 SUBAREA AREA(ACRES) =   19.20      SUBAREA RUNOFF(CFS) =   29.35
 EFFECTIVE AREA(ACRES) =    50.50    AREA-AVERAGED Fm(INCH/HR) =  0.13
 AREA-AVERAGED Fp(INCH/HR) =  1.33  AREA-AVERAGED Ap =  0.10
 TOTAL AREA(ACRES) =       50.5        PEAK FLOW RATE(CFS) =      77.20

****************************************************************************
 FLOW PROCESS FROM NODE    352.00 TO NODE    353.00 IS CODE =  31
----------------------------------------------------------------------------
 >>>>>COMPUTE PIPE-FLOW TRAVEL TIME THRU SUBAREA<<<<<
 >>>>>USING COMPUTER-ESTIMATED PIPESIZE (NON-PRESSURE FLOW)<<<<<
============================================================================
 ELEVATION DATA: UPSTREAM(FEET) =   825.00  DOWNSTREAM(FEET) =   805.00
 FLOW LENGTH(FEET) =  1500.00   MANNING'S N =  0.013
 DEPTH OF FLOW IN  39.0 INCH PIPE IS  29.1 INCHES
 PIPE-FLOW VELOCITY(FEET/SEC.) =  11.64
 ESTIMATED PIPE DIAMETER(INCH) =  39.00    NUMBER OF PIPES =   1
 PIPE-FLOW(CFS) =      77.20
 PIPE TRAVEL TIME(MIN.) =   2.15    Tc(MIN.) =   20.51
 LONGEST FLOWPATH FROM NODE    350.00 TO NODE    353.00 =    3560.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE    353.00 TO NODE    353.00 IS CODE =  81
----------------------------------------------------------------------------
 >>>>>ADDITION OF SUBAREA TO MAINLINE PEAK FLOW<<<<<
============================================================================
 MAINLINE Tc(MIN.) =   20.51
 *  10 YEAR RAINFALL INTENSITY(INCH/HR) =  1.714
 SUBAREA LOSS RATE DATA(AMC  I ):
  DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS
      LAND USE            GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
 COMMERCIAL                 A       21.00      1.33      0.100    17
 RESIDENTIAL
 "5-7 DWELLINGS/ACRE"       A       16.60      1.33      0.500    17
 RESIDENTIAL
 "11+ DWELLINGS/ACRE"       A       12.40      1.33      0.200    17
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  1.33
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.258
 SUBAREA AREA(ACRES) =   50.00      SUBAREA RUNOFF(CFS) =   61.73
 EFFECTIVE AREA(ACRES) =   100.50   AREA-AVERAGED Fm(INCH/HR) =  0.24
 AREA-AVERAGED Fp(INCH/HR) =  1.33  AREA-AVERAGED Ap =  0.18
 TOTAL AREA(ACRES) =      100.5       PEAK FLOW RATE(CFS) =     133.58

****************************************************************************
 FLOW PROCESS FROM NODE    353.00 TO NODE    354.00 IS CODE =  31
----------------------------------------------------------------------------
 >>>>>COMPUTE PIPE-FLOW TRAVEL TIME THRU SUBAREA<<<<<
 >>>>>USING COMPUTER-ESTIMATED PIPESIZE (NON-PRESSURE FLOW)<<<<<
============================================================================
 ELEVATION DATA: UPSTREAM(FEET) =   805.00  DOWNSTREAM(FEET) =   775.00
 FLOW LENGTH(FEET) =  2560.00   MANNING'S N =  0.013
 DEPTH OF FLOW IN  48.0 INCH PIPE IS  37.7 INCHES
 PIPE-FLOW VELOCITY(FEET/SEC.) =  12.60
```

```
 ESTIMATED PIPE DIAMETER(INCH) =  48.00    NUMBER OF PIPES =   1
 PIPE-FLOW(CFS) =     133.58
 PIPE TRAVEL TIME(MIN.) =   3.39    Tc(MIN.) =   23.89
 LONGEST FLOWPATH FROM NODE    350.00 TO NODE    354.00 =    6120.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE    354.00 TO NODE    354.00 IS CODE =  81
----------------------------------------------------------------------------
 >>>>>ADDITION OF SUBAREA TO MAINLINE PEAK FLOW<<<<<
============================================================================
 MAINLINE Tc(MIN.) =   23.89
 *  10 YEAR RAINFALL INTENSITY(INCH/HR) =  1.564
 SUBAREA LOSS RATE DATA(AMC  I ):
  DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS
      LAND USE            GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
 COMMERCIAL                 A       20.80      1.33      0.100    17
 RESIDENTIAL
 "5-7 DWELLINGS/ACRE"       A       50.70      1.33      0.500    17
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  1.33
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.384
 SUBAREA AREA(ACRES) =   71.50     SUBAREA RUNOFF(CFS) =   67.84
 EFFECTIVE AREA(ACRES) =    172.00   AREA-AVERAGED Fm(INCH/HR) =  0.35
 AREA-AVERAGED Fp(INCH/HR) =  1.33  AREA-AVERAGED Ap =  0.26
 TOTAL AREA(ACRES) =      172.0      PEAK FLOW RATE(CFS) =     187.84

****************************************************************************
 FLOW PROCESS FROM NODE    354.00 TO NODE    354.00 IS CODE =   1
----------------------------------------------------------------------------
 >>>>>DESIGNATE INDEPENDENT STREAM FOR CONFLUENCE<<<<<
 >>>>>AND COMPUTE VARIOUS CONFLUENCED STREAM VALUES<<<<<
============================================================================
 TOTAL NUMBER OF STREAMS =  2
 CONFLUENCE VALUES USED FOR INDEPENDENT STREAM  2 ARE:
 TIME OF CONCENTRATION(MIN.) =   23.89
 RAINFALL INTENSITY(INCH/HR) =   1.56
 AREA-AVERAGED Fm(INCH/HR) =  0.35
 AREA-AVERAGED Fp(INCH/HR) =  1.33
 AREA-AVERAGED Ap =  0.26
 EFFECTIVE STREAM AREA(ACRES) =     172.00
 TOTAL STREAM AREA(ACRES) =     172.00
 PEAK FLOW RATE(CFS) AT CONFLUENCE =     187.84

 ** CONFLUENCE DATA **
  STREAM       Q      Tc    Intensity   Fp(Fm)      Ap      Ae      HEADWATER
  NUMBER     (CFS)  (MIN.)  (INCH/HR)  (INCH/HR)           (ACRES)     NODE
     1      113.26   24.08     1.556  1.33( 0.47) 0.35      102.0      360.00
     2      187.84   23.89     1.564  1.33( 0.35) 0.26      172.0      350.00

 RAINFALL INTENSITY AND TIME OF CONCENTRATION RATIO
 CONFLUENCE FORMULA USED FOR  2 STREAMS.

 ** PEAK FLOW RATE TABLE **
  STREAM       Q      Tc    Intensity   Fp(Fm)      Ap      Ae      HEADWATER
  NUMBER     (CFS)  (MIN.)  (INCH/HR)  (INCH/HR)           (ACRES)     NODE
     1      300.98   23.89     1.564  1.33( 0.39) 0.30      273.2      350.00
     2      299.97   24.08     1.556  1.33( 0.39) 0.30      274.0      360.00

 COMPUTED CONFLUENCE ESTIMATES ARE AS FOLLOWS:
 PEAK FLOW RATE(CFS) =     300.98    Tc(MIN.) =    23.89
 EFFECTIVE AREA(ACRES) =    273.21   AREA-AVERAGED Fm(INCH/HR) =  0.39
 AREA-AVERAGED Fp(INCH/HR) =  1.33  AREA-AVERAGED Ap =  0.30
 TOTAL AREA(ACRES) =      274.0
 LONGEST FLOWPATH FROM NODE    360.00 TO NODE    354.00 =    6890.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE    354.00 TO NODE    345.00 IS CODE =  31
----------------------------------------------------------------------------
 >>>>>COMPUTE PIPE-FLOW TRAVEL TIME THRU SUBAREA<<<<<
 >>>>>USING COMPUTER-ESTIMATED PIPESIZE (NON-PRESSURE FLOW)<<<<<
============================================================================
 ELEVATION DATA: UPSTREAM(FEET) =   775.00  DOWNSTREAM(FEET) =   770.00
 FLOW LENGTH(FEET) =  1350.00   MANNING'S N =  0.013
 DEPTH OF FLOW IN  81.0 INCH PIPE IS  63.3 INCHES
 PIPE-FLOW VELOCITY(FEET/SEC.) =  10.04
 ESTIMATED PIPE DIAMETER(INCH) =  81.00    NUMBER OF PIPES =   1
 PIPE-FLOW(CFS) =     300.98
 PIPE TRAVEL TIME(MIN.) =   2.24    Tc(MIN.) =   26.14
 LONGEST FLOWPATH FROM NODE    360.00 TO NODE    345.00 =    8240.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE    345.00 TO NODE    345.00 IS CODE =  11
----------------------------------------------------------------------------
 >>>>>CONFLUENCE MEMORY BANK # 1 WITH THE MAIN-STREAM MEMORY<<<<<
============================================================================

 ** MAIN STREAM CONFLUENCE DATA **
  STREAM       Q      Tc    Intensity   Fp(Fm)      Ap      Ae      HEADWATER
  NUMBER     (CFS)  (MIN.)  (INCH/HR)  (INCH/HR)           (ACRES)     NODE
     1      300.98   26.14     1.482  1.33( 0.39) 0.30      273.2      350.00
     2      299.97   26.32     1.475  1.33( 0.39) 0.30      274.0      360.00
 LONGEST FLOWPATH FROM NODE    360.00 TO NODE    345.00 =    8240.00 FEET.

 ** MEMORY BANK #  1 CONFLUENCE DATA **
  STREAM       Q      Tc    Intensity   Fp(Fm)      Ap      Ae      HEADWATER
  NUMBER     (CFS)  (MIN.)  (INCH/HR)  (INCH/HR)           (ACRES)     NODE
     1      331.34   22.59     1.617  1.33( 0.66) 0.50      370.4      340.00
     2      320.20   23.92     1.563  1.33( 0.67) 0.50      378.8      320.00
 LONGEST FLOWPATH FROM NODE    340.00 TO NODE    345.00 =    5310.00 FEET.

 ** PEAK FLOW RATE TABLE **
  STREAM       Q      Tc    Intensity   Fp(Fm)      Ap      Ae      HEADWATER
  NUMBER     (CFS)  (MIN.)  (INCH/HR)  (INCH/HR)           (ACRES)     NODE
     1      623.90   22.59     1.617  1.33( 0.56) 0.42      606.6      340.00
     2      616.15   23.92     1.563  1.33( 0.56) 0.42      628.8      320.00
     3      592.21   26.14     1.482  1.33( 0.55) 0.42      652.0      350.00
     4      588.92   26.32     1.475  1.33( 0.55) 0.42      652.8      360.00
   TOTAL AREA(ACRES) =      652.8

 COMPUTED CONFLUENCE ESTIMATES ARE AS FOLLOWS:
 PEAK FLOW RATE(CFS) =     623.90  Tc(MIN.) =   22.593
 EFFECTIVE AREA(ACRES) =    606.56  AREA-AVERAGED Fm(INCH/HR) =  0.56
 AREA-AVERAGED Fp(INCH/HR) =  1.33  AREA-AVERAGED Ap =  0.42
```

```
 TOTAL AREA(ACRES) =      652.8
 LONGEST FLOWPATH FROM NODE    360.00 TO NODE    345.00 =    8240.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE    345.00 TO NODE    345.00 IS CODE =  71
----------------------------------------------------------------------------
 >>>>>PEAK FLOW RATE ESTIMATOR CHANGED TO UNIT-HYDROGRAPH METHOD<<<<<
 >>>>>USING TIME-OF-CONCENTRATION OF LONGEST FLOWPATH<<<<<
============================================================================
 UNIT-HYDROGRAPH DATA:
 RAINFALL(INCH): 5M= 0.33;30M= 0.68;1H= 0.90;3H= 1.60;6H= 2.31;24H= 4.36
 S-GRAPH: VALLEY(DEV.)=100.0%;VALLEY(UNDEV.)/DESERT=  0.0%
          MOUNTAIN=  0.0%;FOOTHILL=  0.0%;DESERT(UNDEV.)=  0.0%
 Tc(HR) = 0.44; LAG(HR) = 0.35; Fm(INCH/HR) = 0.55; Ybar = 0.45
 USED SIERRA MADRE DEPTH-AREA CURVES WITH AMC  I  CONDITION.
 DEPTH-AREA FACTORS: 5M = 0.97; 30M = 0.97; 1HR = 0.97;
 3HR = 1.00; 6HR = 1.00; 24HR= 1.00
 UNIT-INTERVAL(MIN) =  5.00   TOTAL AREA(ACRES) =      652.8
 LONGEST FLOWPATH FROM NODE    360.00 TO NODE    345.00 =    8240.00 FEET.
  EQUIVALENT BASIN FACTOR APPROXIMATIONS:
  Lca/L=0.3,n=.0339; Lca/L=0.4,n=.0304; Lca/L=0.5,n=.0280;Lca/L=0.6,n=.0261
 TIME OF PEAK FLOW(HR) = 16.42  RUNOFF VOLUME(AF) =     135.92
 UNIT-HYDROGRAPH METHOD PEAK FLOW RATE(CFS) =    659.78
 TOTAL PEAK FLOW RATE(CFS) =    659.78 (SOURCE FLOW INCLUDED)
 RATIONAL METHOD PEAK FLOW RATE(CFS) =    623.90
  (UPSTREAM NODE PEAK FLOW RATE(CFS) =    623.90)
 PEAK FLOW RATE(CFS) USED =    659.78

****************************************************************************
 FLOW PROCESS FROM NODE    345.00 TO NODE    346.00 IS CODE =  31
----------------------------------------------------------------------------
 >>>>>COMPUTE PIPE-FLOW TRAVEL TIME THRU SUBAREA<<<<<
 >>>>>USING COMPUTER-ESTIMATED PIPESIZE (NON-PRESSURE FLOW)<<<<<
============================================================================
 ELEVATION DATA: UPSTREAM(FEET) =   770.00  DOWNSTREAM(FEET) =   752.00
 FLOW LENGTH(FEET) =  2560.00   MANNING'S N =  0.013
 DEPTH OF FLOW IN  96.0 INCH PIPE IS  75.8 INCHES
 PIPE-FLOW VELOCITY(FEET/SEC.) =  15.50
 ESTIMATED PIPE DIAMETER(INCH) =  96.00    NUMBER OF PIPES =   1
 PIPE-FLOW(CFS) =     659.78
 PIPE TRAVEL TIME(MIN.) =   2.75    Tc(MIN.) =   29.08
 LONGEST FLOWPATH FROM NODE    360.00 TO NODE    346.00 =   10800.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE    346.00 TO NODE    346.00 IS CODE =  81
----------------------------------------------------------------------------
 >>>>>ADDITION OF SUBAREA TO MAINLINE PEAK FLOW<<<<<
============================================================================
 MAINLINE Tc(MIN.) =   29.08
 *  10 YEAR RAINFALL INTENSITY(INCH/HR) =  1.390
 SUBAREA LOSS RATE DATA(AMC  I ):
  DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS
      LAND USE             GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
 COMMERCIAL                  A        1.00      1.33      0.100    17
 RESIDENTIAL
 "5-7 DWELLINGS/ACRE"        A       70.00      1.33      0.500    17
 COMMERCIAL                  A        9.40      1.33      0.100    17
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  1.33
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.448
 SUBAREA AREA(ACRES) =   80.40
 UNIT-HYDROGRAPH DATA:
 RAINFALL(INCH): 5M= 0.33;30M= 0.68;1H= 0.90;3H= 1.60;6H= 2.31;24H= 4.36
 S-GRAPH: VALLEY(DEV.)=100.0%;VALLEY(UNDEV.)/DESERT=  0.0%
          MOUNTAIN=  0.0%;FOOTHILL=  0.0%;DESERT(UNDEV.)=  0.0%
 Tc(HR) = 0.48; LAG(HR) = 0.39; Fm(INCH/HR) = 0.56; Ybar = 0.45
 USED SIERRA MADRE DEPTH-AREA CURVES WITH AMC  I  CONDITION.
 DEPTH-AREA FACTORS: 5M = 0.97; 30M = 0.97; 1HR = 0.97;
 3HR = 1.00; 6HR = 1.00; 24HR= 1.00
 UNIT-INTERVAL(MIN) =  5.00   TOTAL AREA(ACRES) =      733.2
 LONGEST FLOWPATH FROM NODE    360.00 TO NODE    346.00 =   10800.00 FEET.
  EQUIVALENT BASIN FACTOR APPROXIMATIONS:
  Lca/L=0.3,n=.0303; Lca/L=0.4,n=.0271; Lca/L=0.5,n=.0249;Lca/L=0.6,n=.0233
 TIME OF PEAK FLOW(HR) = 16.42  RUNOFF VOLUME(AF) =     151.76
 UNIT-HYDROGRAPH PEAK FLOW RATE(CFS) =    673.62
 TOTAL AREA(ACRES) =      733.2       PEAK FLOW RATE(CFS) =    673.62

****************************************************************************
 FLOW PROCESS FROM NODE    346.00 TO NODE    347.00 IS CODE =  31
----------------------------------------------------------------------------
 >>>>>COMPUTE PIPE-FLOW TRAVEL TIME THRU SUBAREA<<<<<
 >>>>>USING COMPUTER-ESTIMATED PIPESIZE (NON-PRESSURE FLOW)<<<<<
============================================================================
 ELEVATION DATA: UPSTREAM(FEET) =   752.00  DOWNSTREAM(FEET) =   740.00
 FLOW LENGTH(FEET) =  2530.00   MANNING'S N =  0.013
 DEPTH OF FLOW IN 108.0 INCH PIPE IS  78.3 INCHES
 PIPE-FLOW VELOCITY(FEET/SEC.) =  13.63
 ESTIMATED PIPE DIAMETER(INCH) = 108.00    NUMBER OF PIPES =   1
 PIPE-FLOW(CFS) =     673.62
 PIPE TRAVEL TIME(MIN.) =   3.09    Tc(MIN.) =   32.17
 LONGEST FLOWPATH FROM NODE    360.00 TO NODE    347.00 =   13330.00 FEET.

****************************************************************************
 FLOW PROCESS FROM NODE    347.00 TO NODE    347.00 IS CODE =  81
----------------------------------------------------------------------------
 >>>>>ADDITION OF SUBAREA TO MAINLINE PEAK FLOW<<<<<
============================================================================
 MAINLINE Tc(MIN.) =   32.17
 *  10 YEAR RAINFALL INTENSITY(INCH/HR) =  1.308
 SUBAREA LOSS RATE DATA(AMC  I ):
  DEVELOPMENT TYPE/       SCS SOIL   AREA      Fp         Ap      SCS
      LAND USE             GROUP   (ACRES)  (INCH/HR)  (DECIMAL)  CN
 COMMERCIAL                  A        2.80      1.33      0.100    17
 RESIDENTIAL
 "5-7 DWELLINGS/ACRE"        A      144.30      1.33      0.500    17
 SUBAREA AVERAGE PERVIOUS LOSS RATE, Fp(INCH/HR) =  1.33
 SUBAREA AVERAGE PERVIOUS AREA FRACTION, Ap =  0.492
 * RAINFALL INTENSITY IS LESS THAN AREA-AVERAGED Fp;
 * IMPERVIOUS AREA USED FOR RUNOFF ESTIMATES.
 SUBAREA AREA(ACRES) =  147.10
 UNIT-HYDROGRAPH DATA:
 RAINFALL(INCH): 5M= 0.33;30M= 0.68;1H= 0.90;3H= 1.60;6H= 2.31;24H= 4.36
 S-GRAPH: VALLEY(DEV.)=100.0%;VALLEY(UNDEV.)/DESERT=  0.0%
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```
          MOUNTAIN=  0.0%;FOOTHILL=  0.0%;DESERT(UNDEV.)=  0.0%
  Tc(HR) = 0.54; LAG(HR) = 0.43; Fm(INCH/HR) = 0.57; Ybar = 0.46
  USED SIERRA MADRE DEPTH-AREA CURVES WITH AMC  I  CONDITION.
  DEPTH-AREA FACTORS: 5M = 0.96; 30M = 0.96; 1HR = 0.96;
  3HR = 0.99; 6HR = 1.00; 24HR= 1.00
  UNIT-INTERVAL(MIN) =  5.00   TOTAL AREA(ACRES) =      880.3
  LONGEST FLOWPATH FROM NODE    360.00 TO NODE    347.00 =   13330.00 FEET.
   EQUIVALENT BASIN FACTOR APPROXIMATIONS:
   Lca/L=0.3,n=.0281; Lca/L=0.4,n=.0252; Lca/L=0.5,n=.0231;Lca/L=0.6,n=.0216
  TIME OF PEAK FLOW(HR) = 16.50  RUNOFF VOLUME(AF) =     178.61
  UNIT-HYDROGRAPH PEAK FLOW RATE(CFS) =     762.93
  TOTAL AREA(ACRES) =      880.3       PEAK FLOW RATE(CFS) =     762.93
================================================================================
  END OF STUDY SUMMARY:
  TOTAL AREA(ACRES)      =      880.3  TC(MIN.) =     32.17
  AREA-AVERAGED Fm(INCH/HR)=  0.57   Ybar =  0.46
  PEAK FLOW RATE(CFS)    =    762.93
================================================================================
================================================================================
  END OF INTEGRATED RATIONAL/UNIT-HYDROGRAPH METHOD ANALYSIS
```

1964

UPLAND

RANCHO CUCAMONGA

MONTCLAIR

S.B. COUNTY

FONTANA

CHINO

JURUPA VALLEY

EASTVALE

8TH ST

6TH ST

4TH ST

GROVE AVE

VINEYARD AVE

N ARCHIBALD AVE

HAVEN AVE

MILLIKEN AVE

SR83

10

15

SR60

OMC-WEST

OMC-EAST

EUCLID AVE

AIRPORT DR

MISSION BLVD

PHILLIPS ST

FRANCIS ST

PHILADELPHIA ST

ONTARIO INTERNATIONAL AIRPORT

CUCAMONGA CHANNEL

JURUPA ST

WINEVILLE AVE

ETIWANDA AVE

BENSON AVE

SAN ANTONIO AVE

RIVERSIDE DR

MOUNTAIN AVE

CHINO AVE

SCHAEFER AVE

EDISON AVE

EUCALYPTUS AVE

MERRILL AVE

Study Area

NMC-WEST

NMC-EAST

ARCHIBALD AVE

TURNER AVE

HAVEN AVE

S MILLIKEN AVE

BON VIEW AVE

WALKER AVE

BELLGRAVE AVE

CHINO AIRPORT

REMINGTON AVE

SAN BERNARDINO/ RIVERSIDE COUNTY LINE

LEGEND

NMC – NEW MODEL COLONY

OMC – OLD MODEL COLONY

CITY LIMIT LINE

COUNTY LIMIT LINE

GRAPHIC SCALE

0 2,500 5,000 10,000

(FEET)

03/09/2012

F:\0641\Engineering\SY_SD Master Plan\RptSD Master Plan\Exh 2 – STUDY AREAS.dwg 3/12/2012 10:50 AM Joanna Swiatkowska

EXHIBIT 2

MARCH 2012

CITY OF ONTARIO
MASTER PLAN OF DRAINAGE

STUDY AREA MAP

B3-470

CITY OF ONTARIO

8th ST STORM DRAIN
8th ST INTERCEPT
8th ST BASINS
UPLAND
RANCHO CUCAMONGA
MONTCLAIR
UPLAND
MONTCLAIR BASINS
SAN BERNARDINO AVE STORM DRAIN
SAN ANTONIO CHANNEL
BROOKS ST STORM DRAIN
BROOKS BASIN
WEST STATE ST STORM DRAIN
MONTCLAIR
S.B. COUNTY
WEST STATE ST STORM DRAIN
EAST STATE ST STORM DRAIN
PRINCETON BASIN
TURNER BASINS
CUCAMONGA-GUASTI REGIONAL PARK
DEER CREEK CHANNEL
ONTARIO INTERNATIONAL AIRPORT
CUCAMONGA CHANNEL
COMMERCE CENTER STORM DRAIN
S.B. COUNTY
CHINO
FRANCIS ST STORM DRAIN
WEST CUCAMONGA CHANNEL
ELY BASINS
WINEVILLE BASIN
DAY CREEK CHANNEL
LOWER ETIWANDA CREEK CHANNEL
SAN SEVAINE CHANNEL
FONTANA
CHINO STORM DRAIN
SULTANA CYPRESS STORM DRAIN
MAGNOLIA STORM DRAIN
RIVERSIDE DR STORM DRAIN 2
GROVE AVE BASIN
RIVERSIDE DR STORM DRAIN 1
GROVE AVE BASIN DRAIN
RIVERSIDE BASIN
SAN BERNARDINO/ RIVERSIDE COUNTY LINE
EASTVALE
JURUPA VALLEY
CHINO CREEK
CYPRESS CHANNEL
LOWER CUCAMONGA SPREADING GROUNDS
CHRIS BASIN
LOWER DEER CREEK CHANNEL
Study Area
SAN ANTONIO CHANNEL
AIRPORT CHANNEL
CHINO AIRPORT
GROVE AVE STORM DRAIN
TO PRADO BASIN
COUNTY LINE CHANNEL
BELLGRAVE AVE
REMINGTON AVE

LEGEND

- COUNTY LIMITS
- CITY LIMITS
- ULTIMATE REGIONAL (SBCFCD) OPEN CHANNELS WITH SIZES IN INCHES
- ULTIMATE REGIONAL (SBCFCD) STORM DRAINS WITH SIZES IN INCHES
- ULTIMATE REGIONAL (SBCFCD) DETENTION BASINS
- INTERIM REGIONAL (SBCFCD) OPEN CHANNELS WITH SIZES IN INCHES
- INTERIM REGIONAL (SBCFCD) STORM DRAINS WITH SIZES IN INCHES
- INTERIM REGIONAL (SBCFCD) DETENTION BASINS
- STORM DRAINS – CALTRANS
- OPEN CHANNELS – CITY OF ONTARIO WITH SIZES IN INCHES
- STORM DRAINS – CITY OF ONTARIO WITH SIZES IN INCHES
- STORM DRAINS/CHANNELS – CITY OF CHINO WITH SIZES IN INCHES
- EXISTING STORM DRAINS – CITY OF MONTCLAIR

GRAPHIC SCALE
0 1,000 2,000 3,000 4,000 5,000
(FEET)

03/13/2012

EXHIBIT 3
MARCH 2012
CITY OF ONTARIO
MASTER PLAN OF DRAINAGE
EXISTING FACILITIES MAP

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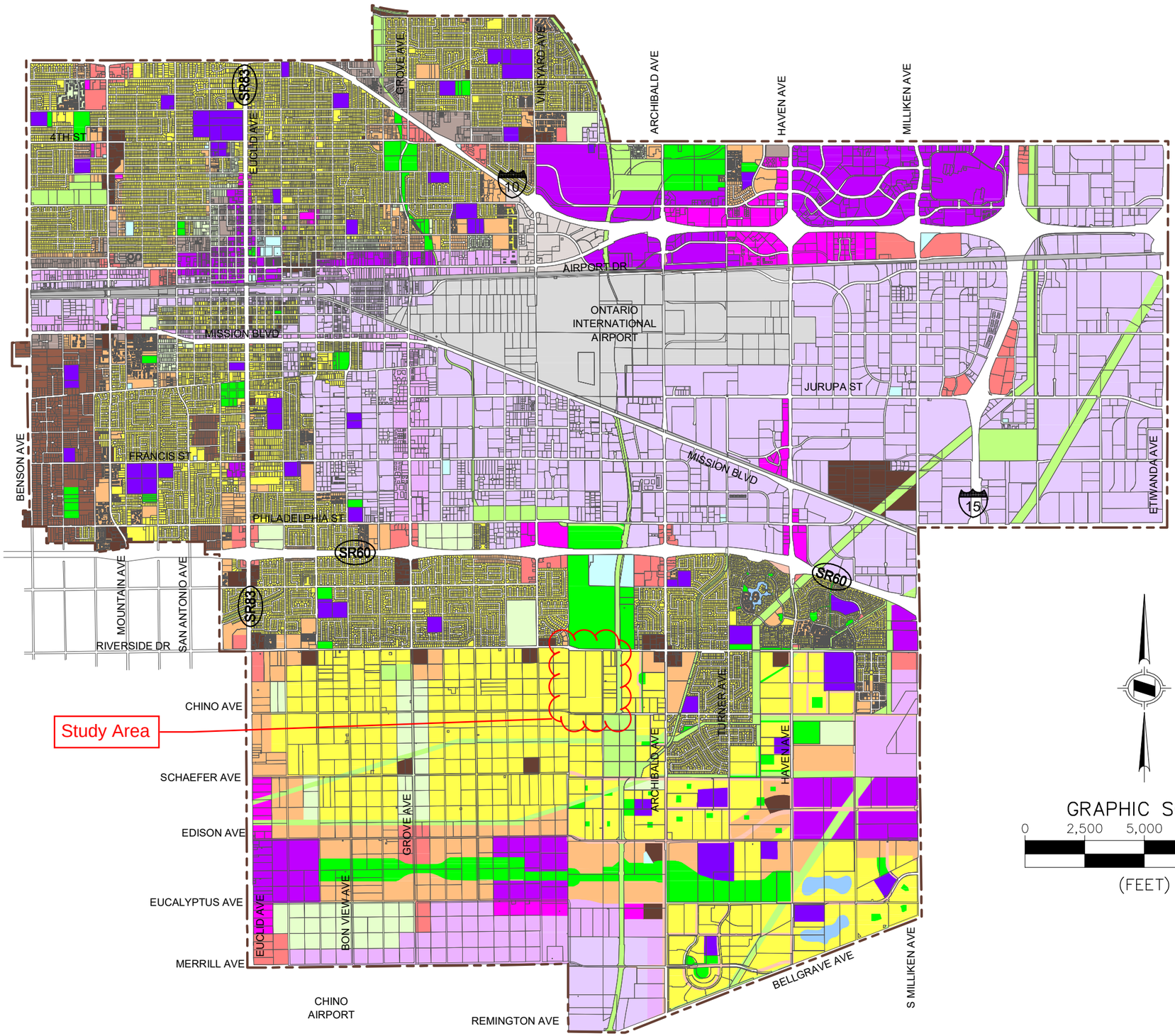


Residential
- Rural
- Low Density
- Low - Medium Density
- Medium Density
- High Density

Retail/Service
- Neighborhood Commercial
- General Commercial
- Office Commercial
- Hospitality

Employment
- Business Park
- Industrial

Other
- Open Space - Non Recreation
- Open Space - Parkland
- Open Space - Water
- Public Facility
- Public School
- Airport
- Rail
- Landfill

Mixed Use
- Mixed Use

GRAPHIC SCALE

0 2,500 5,000 10,000

(FEET)

*ADOPTED BY CITY COUNCIL ON JANUARY 27, 2010

03/10/2012

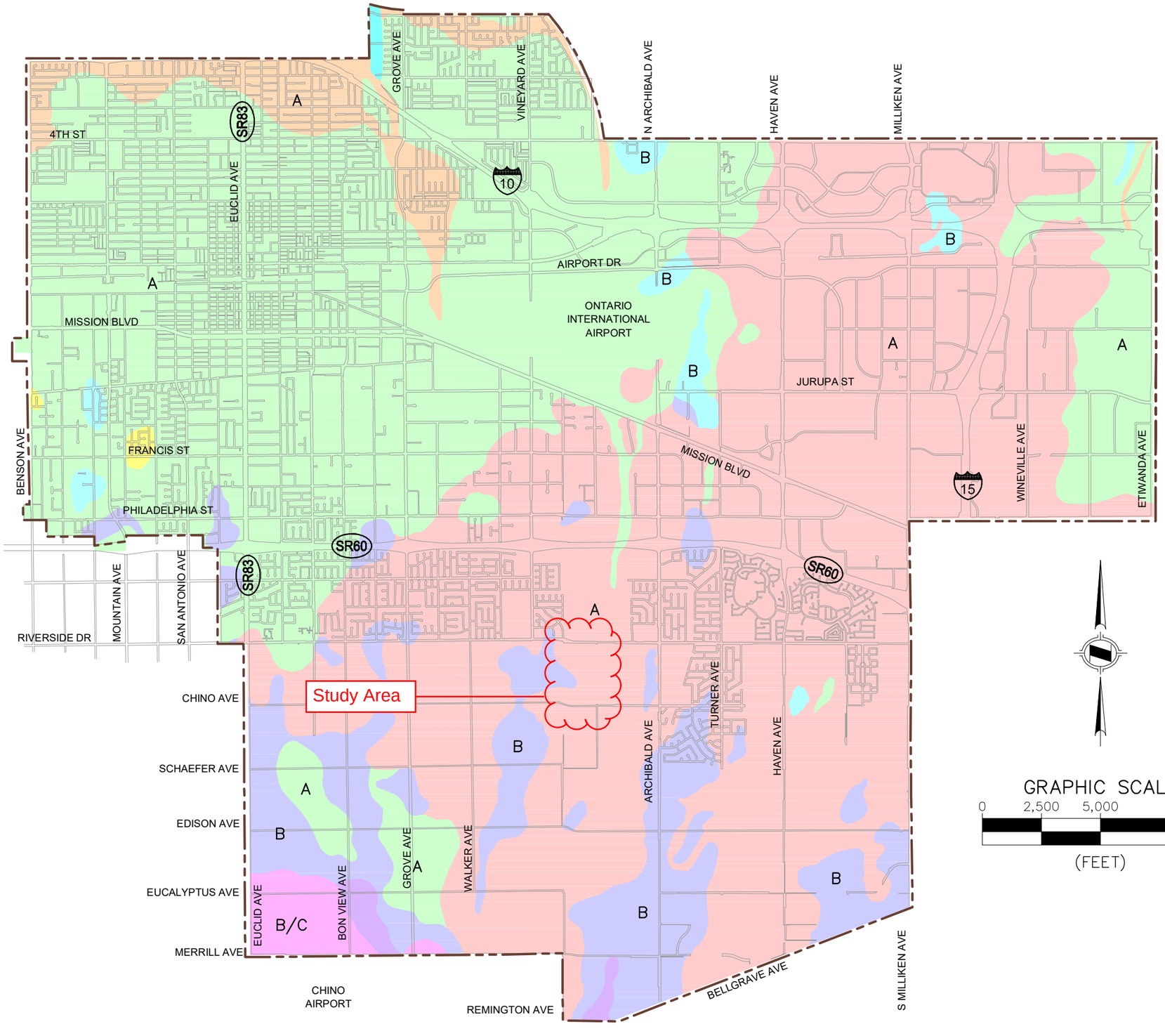
EXHIBIT 4

MARCH 2012

CITY OF ONTARIO
MASTER PLAN OF DRAINAGE

LAND USE PLAN

F:\0641\Engineering\SY_SD Master Plan\Rpt_SD Master Plan\Exh 4 – LUSE PLAN.dwg 3/15/2012 11:44 AM Joanna Swiatkowska



B/C
CHINO SILT LOAM
(350 AC)

A
DELHI FINE SAND
(14,079 AC)

B/C
GRANGEVILLE FINE SANDY LOAM
(126 AC)

B
HANFORD COARSE SANDY LOAM
(45 AC)

B
HANFORD SANDY LOAM
(366 AC)

C/D
HILMAR LOAMY FINE SAND
(2,833 AC)

A
SOBODA STONY LOAMY SAND
(36 AC)

A
TUJUNGA GRAVELLY LOAMY SAND
(1,096 AC)

A
TUJUNGA LOAMY SAND
(13,033 AC)

* BASED ON CITY OF ONTARIO'S GIS DATABASE

GRAPHIC SCALE
0 2,500 5,000 10,000
(FEET)

03/10/2012

EXHIBIT 6
MARCH 2012
CITY OF ONTARIO MASTER PLAN OF DRAINAGE
SOILS MAP

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1968

CITY OF ONTARIO

UPLAND
8TH ST STORM DRAIN
8th ST BASINS
8TH ST INTERCEPT
8TH ST
6TH ST
4TH ST
GROVE AVE
VINEYARD AVE
PRINCETON-II BASIN
DEER CREEK CHANNEL
RANCHO CUCAMONGA
MILLIKEN AVE
S.B. COUNTY
TO CITY OF MONTCLAIR PROPOSED STORM DRAIN
TO CITY OF MONTCLAIR SAN BERNARDINO AVE STORM DRAIN
MONTCLAIR
SR83
EUCLID AVE
WEST STATE ST STORM DRAIN
TURNER BASINS
CUCAMONGA-GUASTI REGIONAL PARK
ARCHIBALD AVE
HAVEN AVE
AIRPORT DR
ONTARIO INTERNATIONAL AIRPORT
CUCAMONGA CHANNEL
EAST STATE ST STORM DRAIN
MISSION BLVD
PHILLIPS ST
JURUPA ST
COMMERCE CENTER STORM DRAIN
DAY CREEK CHANNEL
LOWER ETIWANDA CREEK CHANNEL
WINEVILLE BASIN
WINEVILLE AVE
ETIWANDA AVE
FONTANA
SAN SEVAINE CHANNEL
S.B. COUNTY
TO CITY OF CHINO MASTER PLAN STORM DRAIN SYSTEM 28
BENSON AVE
CHINO
FRANCIS ST
FRANCIS ST STORM DRAIN
WEST CUCAMONGA CHANNEL
ELY BASINS
PHILADELPHIA ST
SR60
CHINO STORM DRAIN
MAGNOLIA STORM DRAIN
SAN ANTONIO AVE
SULTANA CYPRESS STORM DRAIN
RIVERSIDE DR STORM DRAIN 2
GROVE AVE BASIN
RIVERSIDE DR
JURUPA VALLEY
RIVERSIDE BASIN
SAN BERNARDINO/ RIVERSIDE COUNTY LINE
MOUNTAIN AVE
CYPRESS CHANNEL
CHINO
CHINO AVE
RIVERSIDE DR STORM DRAIN 1
RIVERSIDE DR STORM DRAIN 1
GROVE AVE BASIN DRAIN
RIVERSIDE DR STORM DRAIN 2
LOWER CUCAMONGA SPREADING GROUNDS
LOWER DEER CREEK CHANNEL
TURNER AVE
S MILLIKEN AVE
EASTVALE
Study Area
SCHAEFER AVE
CHRIS BASIN
EDISON AVE
EUCLID AVE
BON VIEW AVE
GROVE AVE
WALKER AVE
CUCAMONGA CHANNEL
ARCHIBALD AVE
EUCALYPTUS AVE
MERRILL AVE
BELLGRAVE AVE
COUNTY LINE CHANNEL
EASTVALE
AIRPORT CHANNEL
TO CITY OF CHINO MASTER PLANNED LINE I EUCLID AVE STORM DRAIN
OPEN CHANNEL
CHINO AIRPORT
TO CITY OF CHINO MASTER PLANNED LINE J GROVE AVE STORM DRAIN
CHINO
REMINGTON AVE
CITY OF CHINO MASTER PLANNED LINE A WALKER AVE STORM DRAIN
B3-474

I
II
III
IV
V
VI
VII
VIII
IX
X
XI
XII
XIII
XIV

DRAINAGE AREAS

I	(3,906 AC)
II	(236 AC)
III	(5,174 AC)
IV	(4,937 AC)
V	(4,105 AC)
VI	(1,307 AC)
VII	(2,501 AC)
VIII	(1,286 AC)
IX	(572 AC)
X	(2,903 AC)
XI	(1,471 AC)
XII	(1,255 AC)
XIII	(681 AC)
XIV	(1,758 AC)

LEGEND

- PLANNED STORM DRAIN
- EXISTING COUNTY OPEN CHANNEL
- EXISTING COUNTY STORM DRAIN
- CITY LIMIT LINE
- COUNTY LIMIT LINE
- EXISTING DETENTION BASIN
- OFF-SITE AREAS TRIBUTARY TO CITY OF ONTARIO

GRAPHIC SCALE
0 2,500 5,000 10,000
(FEET)

03/10/2012

EXHIBIT 7
MARCH 2012
CITY OF ONTARIO
MASTER PLAN OF DRAINAGE

DRAINAGE AREA MAP

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CITY OF ONTARIO

MONTCLAIR
UPLAND
RANCHO CUCAMONGA
S.B. COUNTY
FONTANA
CHINO
CHINO AIRPORT
EASTVALE
JURUPA VALLEY

TO CITY OF MONTCLAIR PROPOSED STORM DRAIN
TO CITY OF MONTCLAIR SAN BERNARDINO AVE STORM DRAIN
MONTCLAIR WEST STATE ST STORM DRAIN
TO CITY OF CHINO MASTER PLAN STORM DRAIN SYSTEM
TO CHINO STORM DRAIN
CHINO STORM DRAIN
MAGNOLIA STORM DRAIN
SULTANA CYPRESS STORM DRAIN
8TH ST STORM DRAIN
8TH ST INTERCEPT
8TH ST BASINS
EAST STATE ST STORM DRAIN
PRINCETON BASIN
TURNER BASINS
CUCAMONGA-GUASTI REGIONAL PARK
DEER CREEK CHANNEL
CUCAMONGA CHANNEL
LOWER DEER CREEK CHANNEL
SAN ANTONIO CHANNEL
COMMERCE CENTER STORM DRAIN
FRANCIS ST STORM DRAIN
ELY BASINS
GROVE AVE BASIN
RIVERSIDE DR STORM DRAIN 1
RIVERSIDE DR STORM DRAIN 2
GROVE AVE BASIN DRAIN
LOWER CUCAMONGA EARLSANS GROUNDS
CHRIS BASIN
WINEVILLE BASIN
RIVERSIDE BASIN
DAY CREEK CHANNEL
LOWER ETIWANDA CREEK CHANNEL
COUNTY LINE CHANNEL
SAN BERNARDINO/ RIVERSIDE COUNTY LINE
CITY OF CHINO MASTER PLANNED LINE A WALKER AVE STORM DRAIN
TO CITY OF CHINO MASTER PLANNED LINE J GROVE AVE STORM DRAIN
TO CITY OF CHINO MASTER PLANNED LINE A EUCLID AVE STORM DRAIN
AIRPORT CHANNEL
Study Area

*NOTES:

(1) SD "FRNS-V-1b" on Campus Avenue (Priority A-13) connects to SD "CAMP-VIII-1" (Priority A-11) , not to "FRNS-V-1a" on Francis Street. "CAMP-VIII-1" to be upsized accordingly.

(2) Revision to Areas XI and XII (Priorities C-12 and C-13).

(3) 39" RCP in Euclid Avenue from Holt Boulevard to G Street does not exist.

(4) 48"-66" RCP in Vineyard Avenue from Francis Street to north of the Ely Basins does not exist.

LEGEND

- PLANNED STORM DRAIN, SIZE AND LINE ID (XXXX-X-X)
- COUNTY LIMIT
- CITY LIMIT
- DRAINAGE AREA BOUNDARY
- DRAINAGE SYSTEM BOUNDARY
- EXISTING COUNTY OPEN CHANNEL
- EXISTING COUNTY STORM DRAIN AND SIZE (IN INCHES) (X)
- EXISTING CALTRANS STORM DRAIN
- EXISTING GRASS LINED CHANNEL (MAINTAINED BY PROPERTY OWNER)
- EXISTING CITY OPEN CHANNEL
- EXISTING CITY STORM DRAIN AND SIZE (IN INCHES) (X)
- FUTURE NEIGHBORING CITIES STORM DRAIN AND SIZE (IN INCHES) X
- EXISTING NEIGHBORING CITIES STORM DRAIN AND SIZE (IN INCHES) (XX)
- EXISTING DETENTION BASIN (MAINTAINED BY OTHER AGENCIES)
- (P) PARALLEL TO EXISTING STORM DRAIN
- X DRAINAGE AREA #
- DRAINAGE SYSTEM NAME — WLKR - XII - 3 — SYSTEM IDENTIFICATION (DRAINAGE AREA NUMBER / LINE NUMBER)

1600 800 0 1600 4800
GRAPHIC SCALE 1"=1,600'

EXHIBIT 8
MARCH 2012
CITY OF ONTARIO
MASTER PLAN OF DRAINAGE
PLANNED FACILITIES MAP

H&A

03/09/2012

B3-475

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OFF-SITE FLOWS FROM CITY OF UPLAND
AREA = 233.3 AC
Q(100) = 394 CFS
Q(25) = 302 CFS
Q(10) = 239 CFS

OFF-SITE FLOWS FROM CITY OF UPLAND
AREA = 138.8 AC
Q(100) = 411 CFS
Q(24) = 324 CFS
Q(10) = 281 CFS

I-10 SAN BERNARDINO FREEWAY

8th ST BASINS

CUCAMONGA CHANNEL

TO CITY OF MONTCLAIR SAN BERNARDINO AVE. STORM DRAIN

OFF-SITE Q100=4

WEST STATE STREET STORM DRAIN

EAST STATE ST STORM DRAIN

EAST 4TH STREET STORM DRAIN

WEST CUCAMONGA CHANNEL

FRANCIS ST STORM DRAIN

ELY BASINS

EXISTING BASIN

EXISTING BASIN

FUTURE STORM DRAIN PER CITY OF CHINO MASTER PLAN (SYSTEM 28)

CHINO STORM DRAIN

MAGNOLIA STORM DRAIN

SULTANA CYPRESS STORM DRAIN

CYPRESS CHANNEL

RIVERSIDE DR STORM DRAIN 1

GROVE AVE BASIN

RIVERSIDE DR STORM DRAIN 2

LOWER CUCAMONGA SPREADING GROUNDS

Study Area

ONTARIO INTERNATIONAL

SR-60 POMONA FREEWAY

LEGEND

- COUNTY LIMITS
- CITY LIMITS
- X" / XXXX-X-X — PLANNED STORM DRAIN, SIZE AND LINE ID
- DRAINAGE AREA BOUNDARY
- DRAINAGE SYSTEM BOUNDARY
- MINOR DRAINAGE BOUNDARY
- (X) — EXISTING CITY STORM DRAIN AND SIZE (IN INCHES)
- EXISTING CITY OPEN CHANNEL
- EXISTING COUNTY OPEN CHANNEL
- (X) — EXISTING COUNTY STORM DRAIN AND SIZE (IN INCHES)
- EXISTING CALTRANS STORM DRAIN
- (X) / X" — EXISTING NEIGHBORING CITIES STORM DRAIN AND SIZE (IN INCHES)
- FUTURE NEIGHBORING CITIES STORM DRAIN AND SIZE
- EXISTING DETENTION BASIN
- X — DRAINAGE AREA #

DRAINAGE SYSTEM NAME — WLKR - XII - 3 — SYSTEM IDENTIFICATION
DRAINAGE AREA NUMBER — LINE NUMBER

X / X.X — AREA DESIGNATION / AREA ACREAGE (IN ACRES)

Q_{10} =861.0cfs
Q_{25} =981.1cfs
Q_{100}=1213.7cfs
833.9 AC — AREA (IN ACRES)
NODE 350 — NODE NO.

SCALE: 1" = 900'

900 450 0 900 2700
GRAPHIC SCALE 1"=900'

DATED: 7/10/2012 2:49 PM

MARCH 2012

REVISIONS

HUNSAKER & ASSOCIATES
IRVINE, INC.
PLANNING ▪ ENGINEERING ▪ SURVEYING
Three Hughes ▪ Irvine, CA 92618 ▪ PH: (949) 583-1010 ▪ FX: (949) 583-0759

CITY OF ONTARIO
MASTER PLAN OF DRAINAGE
HYDROLOGY MAP
OLD MODEL COLONY-WEST

1 OF 3

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B3-476

OFF-SITE FLOWS Q100=46 CFS
OFF-SITE FLOWS Q100=1008 CFS
OFF-SITE FLOWS Q100=82 CFS
OFF-SITE FLOWS Q100=132 CFS
OFF-SITE FLOWS Q100=183 CFS
OFF-SITE FLOWS Q100=714 CFS
OFF-SITE FLOWS Q100=620 CFS
OFF-SITE FLOWS Q100=714 CFS
OFF-SITE FLOWS Q100=1224 CFS

CUCAMONGA CHANNEL
DEER CREEK CHANNEL
DAY CREEK CHANNEL
LOWER ETIWANDA CREEK CHANNEL

TURNER BASINS
CUCAMONGA-GUASTI REGIONAL PARK
COMMERCE CENTER STORM DRAIN
WINEVILLE BASIN
RIVERSIDE BASIN
LOWER CUCAMONGA SPREADING GROUNDS
CHRIS BASIN
A Part of Study Area

AIRPORT

TH-IV-1
G ST-IV-1
ARCH-IV-1
HOLT-IV-1
ELMH-IV-1
MISH-III-1
CHIN-XI-2
CHIN-XI-1
WLKR-XII-3

INLAND EMPIRE BLVD
ONTARIO MILLS PKWY
SAN BERNARDINO FWY (I-10)
SR-60 POMONA FREEWAY
MISSION BLVD
G STREET
GUASTI ROAD
E. AIRPORT DR
PHILADELPHIA ST.
CHINO AVE
SCHAEFER AVE
RIVERSIDE DR
FRANCIS ST
JURUPA ST
SANTA ANA ST
CONCOURS ST
ONTARIO CENTER
SHELBY ST
SHEA CENTER DR
MARLAY AVE
LOWELL ST
WALL ST
MILLS DR
CONCOURSE
VANDERBILT ST
DUPONT CT
SPRINGFIELD DR

SCALE: 1" = 900'

900 450 0 900 2700
GRAPHIC SCALE 1"=900'

DATED: 3/15/2012 10:33 AM

LEGEND

- COUNTY LIMITS
- CITY LIMITS
- X" XXXX-X-X — PLANNED STORM DRAIN, SIZE AND LINE ID
- DRAINAGE AREA BOUNDARY
- DRAINAGE SYSTEM BOUNDARY
- MINOR DRAINAGE BOUNDARY
- (X) — EXISTING CITY STORM DRAIN AND SIZE (IN INCHES)
- EXISTING CITY OPEN CHANNEL
- EXISTING COUNTY OPEN CHANNEL
- (X) — EXISTING COUNTY STORM DRAIN AND SIZE (IN INCHES)
- EXISTING CALTRANS STORM DRAIN
- EXISTING DETENTION BASIN
- X — DRAINAGE AREA #
- DRAINAGE SYSTEM NAME / WLKR-XII-3 / DRAINAGE AREA NUMBER / LINE NUMBER — SYSTEM IDENTIFICATION
- X / X.X — AREA DESIGNATION, AREA ACREAGE (IN ACRES)

Q_{10} =861.0cfs
Q_{25} =981.1cfs
Q_{100}=1213.7cfs — PEAK FLOW RATE
833.9 AC — AREA (IN ACRES)
NODE 350 — NODE NO.

MARCH 2012

REVISIONS

HUNSAKER & ASSOCIATES
IRVINE, INC.
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Three Hughes ▪ Irvine, CA 92618 ▪ PH: (949) 583-1010 ▪ FX: (949) 583-0759

CITY OF ONTARIO
MASTER PLAN OF DRAINAGE

HYDROLOGY MAP
OLD MODEL COLONY-EAST

2 OF 3

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Study Area

GROVE AVE BASIN

[IN] RIVERSIDE DR STORM DRAIN 1

RIVERSIDE DR STORM DRAIN 1

RIVERSIDE DR STORM DRAIN 2

LOWER CUCAMONGA SPREADING GROUNDS

CHRIS BASIN

LOWER DEER CREEK CHANNEL

CUCAMONGA CHANNEL

AIRPORT CHANNEL

GROVE AVE STORM DRAIN

EXISTING DOUBLE 10'W x 6'H RCB

COUNTY LINE CHANNEL

OFF-SITE FLOWS Q100=524cfs

LEGEND

- COUNTY LIMITS
- CITY LIMITS
- PLANNED STORM DRAIN, SIZE AND LINE ID — XXXX-X-X
- DRAINAGE AREA BOUNDARY
- DRAINAGE SYSTEM BOUNDARY
- MINOR DRAINAGE BOUNDARY
- EXISTING CITY STORM DRAIN AND SIZE (IN INCHES) — (X)
- EXISTING COUNTY OPEN CHANNEL — CHINO AIRPORT
- EXISTING COUNTY STORM DRAIN AND SIZE (IN INCHES) — 99
- DRAINAGE AREA #

DRAINAGE SYSTEM NAME — WLKR - XII - 3 — SYSTEM IDENTIFICATION

DRAINAGE AREA NUMBER — LINE NUMBER

X / X.X — AREA DESIGNATION, AREA ACREAGE (IN ACRES)

Q_{10} =861.0cfs
Q_{25} =981.1cfs
Q_{100}=1213.7cfs — PEAK FLOW RATE
t=36.1
A=942.7ac — TIME OF CONCENTRATION, AREA

SCALE: 1" = 800'

800 400 0 800 2400

GRAPHIC SCALE 1"=800'

B3-478

MARCH 2012

REVISIONS

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IRVINE, INC.
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CITY OF ONTARIO
MASTER PLAN OF DRAINAGE

HYDROLOGY MAP
NEW MODEL COLONY

3 OF 3

PLOTTED 3/15/2012 10:26 AM

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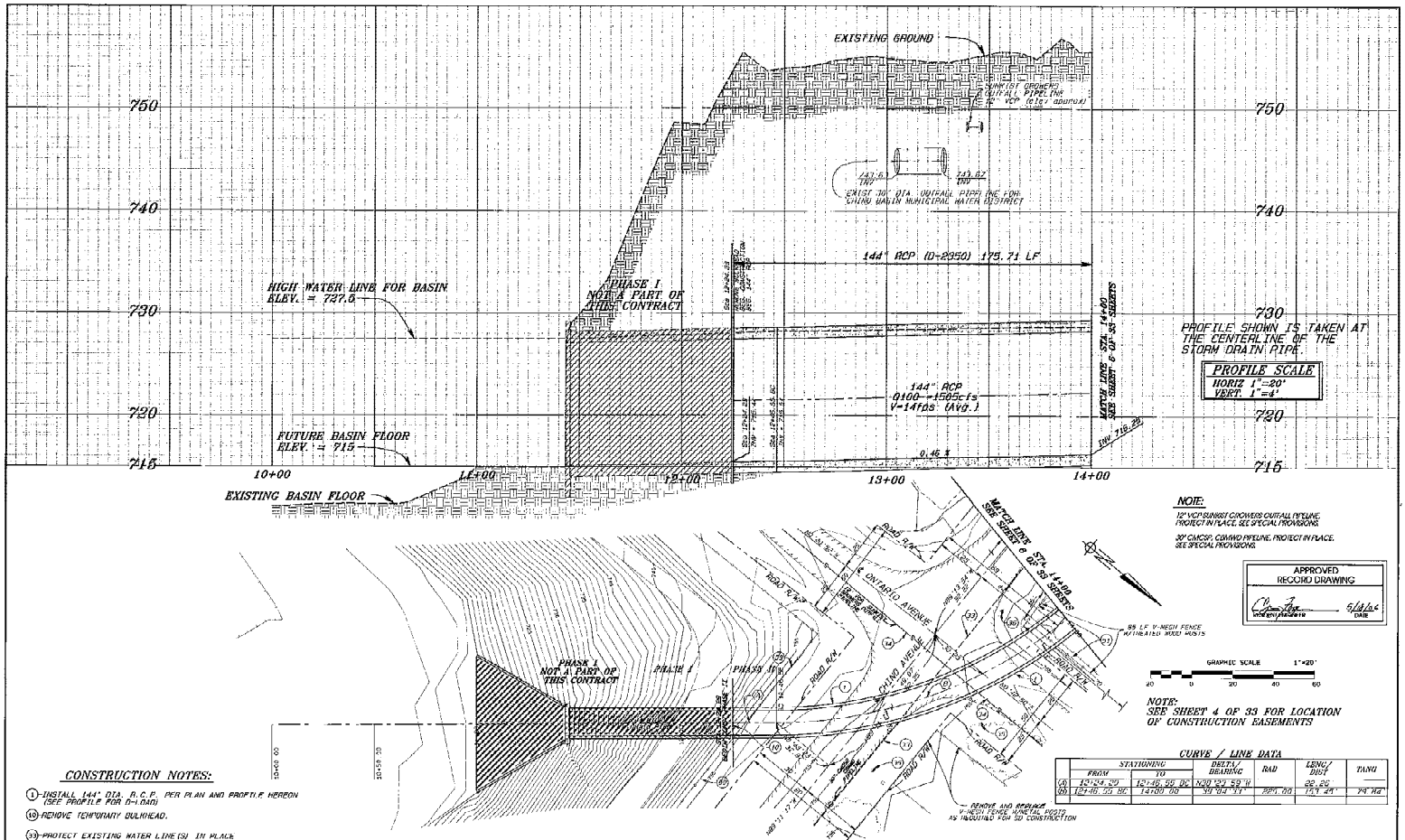
1972

APPENDIX D - STORM DRAIN AS-BUILT EXCERPTS



NOTE:
12" VCP SUNKIST GROWERS OUTFALL PIPELINE, PROTECT IN PLACE, SEE SPECIAL PROVISIONS.
30" CMCSD, CHINO PIPELINE, PROTECT IN PLACE. SEE SPECIAL PROVISIONS.

APPROVED
RECORD DRAWING
5/14/04
DATE

NOTE:
SEE SHEET 4 OF 33 FOR LOCATION OF CONSTRUCTION EASEMENTS

CURVE / LINE DATA

	STATIONING FROM	STATIONING TO	DELTA / BEARING	RAD	LENG / DIST	TANG
(A)	12+24.29	12+46.00 BC	N20°23'59"W		20.26	
(B)	12+46.00 EC	14+00.00	59°04'51"	994.00	1709.44'	941.82'

CONSTRUCTION NOTES:

1. INSTALL 144" DIA. R.C.P. PER PLAN AND PROFILE HEREON (SEE PROFILE FOR D-LOAD)
10. REMOVE TEMPORARY BULKHEAD.
33. PROTECT EXISTING WATER LINE(S) IN PLACE
34. PROTECT EXISTING SEWER LINE(S) IN PLACE
35. PROTECT EXISTING TELEPHONE LINE(S) IN PLACE
61. REMOVE EXIST FENCE FOR CONST., REPLACE AFTER CONST., IN KIND.
69. REMOVE AND REINSTALL EXISTING 6' CHAIN LINK FENCE PER SPEC. DWG 1 AS REQUIRED FOR CONSTRUCTION OR AS DIRECTED BY ENGINEER.

ENGINEER'S NOTICE TO CONTRACTOR

THE EXISTENCE AND LOCATIONS OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THESE LOCATIONS ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE IN ALIGNMENT AND/OR GRADE OF THE PROPOSED IMPROVEMENT. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT ANY UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.

REGISTERED PROFESSIONAL ENGINEER JAMES PATRICK SHEEHAN No. C 62480 Civil STATE OF CALIFORNIA

B2480

REVISIONS

MARK	DATE	DESCRIPTION	BY

SUBMITTED BY: Sam Fuentes 11/19/02 CHIEF ENGINEERING DIVISION DATE

RECOMMENDED BY: Maria Ribera 11/21/02 CHIEF, FLOOD CONTROL ENGINEER DATE

APPROVED BY: Kim A. Miller 11/19/02 CHIEF, FLOOD CONTROL DIVISION DATE

JOINT RESP.	DRAWN BY	DESIGN BY	CHECK BY
MM	R.M.K	MA	R.H

SAN BERNARDINO COUNTY
FLOOD CONTROL DISTRICT

CONTRACT - CHINO SYSTEM

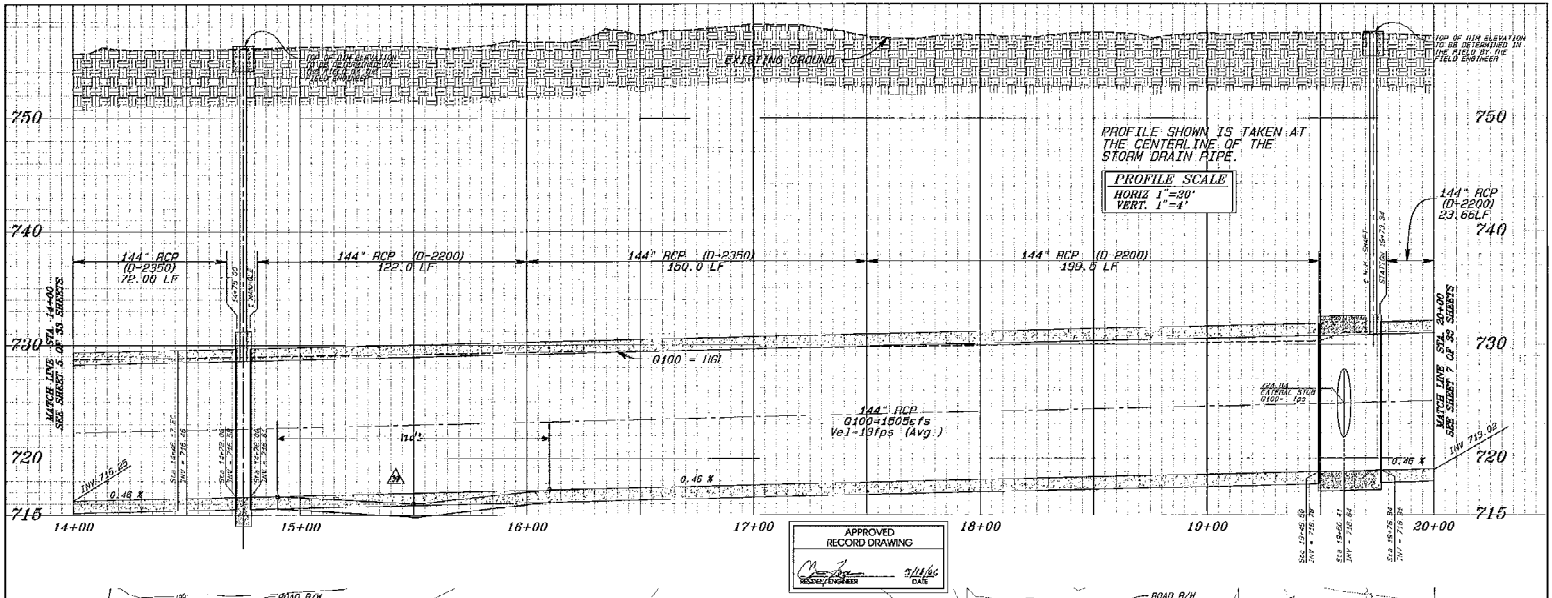
RIVERSIDE DRIVE STORM DRAIN
SEGMENT # 2, PHASE II

PLAN & PROFILE
FROM STA 12+24.29 TO STA 14+00

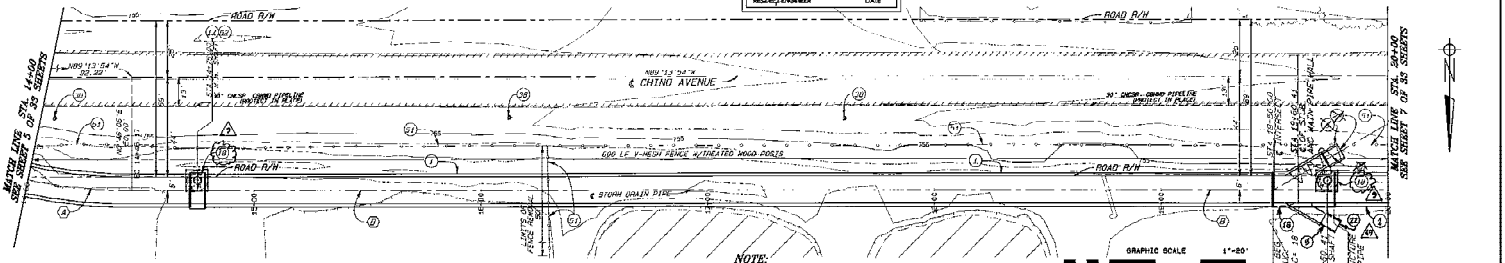
DATE	
1-31-02	
FB 1868	
PG 1121	
RAN. SH.	
1-319-09	
SURVEY. DWG.	
5 OF 33	

1-709-03

14 of 43



APPROVED RECORD DRAWING
RIVERSIDE COUNTY FLOOD CONTROL DATE 7/14/06



NOTE: SEE SHEET 4 OF 33 FOR LOCATION OF CONSTRUCTION EASEMENTS

CONSTRUCTION NOTES:

(1) INSTALL 144" DIA. R.C.P. PER PLAN AND PROFILE HEREON (SEE PROFILE FOR D-LOAD)

(5) INSTALL 72" DIA. R.C.P. PER PLAN AND PROFILE HEREON (SEE PROFILE FOR D-LOAD)

(16) CONSTRUCT 'MANHOLE PIPE TO PIPE', PER A.P.W.A. STD. PLAN 320-1.

(17) CONSTRUCT 'MANHOLE PIPE TO PIPE', PER A.P.W.A. STD. PLAN 320-1.

(18) CONSTRUCT CONCRETE APRON PER DETAILS ON SHEET 31 OF 33 SHEETS.

(22) CONSTRUCT REINFORCED CONCRETE BULKHEAD PER MODIFIED RIVERSIDE COUNTY STD. PLAN 1816

(28) PROTECT EXISTING WOOD UTILITY POLE(S), IN PLACE.

CONSTRUCTION NOTES CONT.:

(51) REMOVE EXIST FENCE FOR CONST., REPLACE AFTER CONST., IN KIND.

(52) CONSTRUCT 36" 'MANHOLE SHAFT' PER A.P.W.A. STD PLAN 326-1. NON PRESSURE MANHOLE SHAFT.

CURVE / LINE DATA

	STATIONING FROM	STATIONING TO	DELTA/BEARING	RAD	LENG/DIST	TANG
(A)	14+00.00	14+45.17EC	11°45'26"	234.00	48.17	24.16
(B)	14+26.17EC	20+00.00	N89°13'54"W		553.83	
(B)	STUB		=N89°46'06"E		97.73	

ENGINEER'S NOTICE TO CONTRACTOR

THE EXISTENCE AND LOCATIONS OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THESE LOCATIONS ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR. IN THAT ANY NECESSARY ADJUSTMENT CAN BE MADE IN ALIGNMENT AND/OR GRADE OF THE PROPOSED IMPROVEMENT. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURE TO PROTECT ANY UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.

REGISTERED PROFESSIONAL ENGINEER — No. R3 28811 — Exp 3/31/04 — STATE OF CALIFORNIA

RIVERSIDE COUNTY FLOOD CONTROL DISTRICT 1978 CALIFORNIA

MARK	DATE	REVISIONS DESCRIPTION	BY:
A	10/26/01	CHANGE ROAD WIDTH TO 28' STANDARD	S.G.
B	10/29/01	DEPT SIMS OF SECTION 17'S SHEET #1 WIDENED (STA 18+80)	S.G.
C	11/20/01	RELOCATE STA TO OPTIMIZE GRA.	S.G.

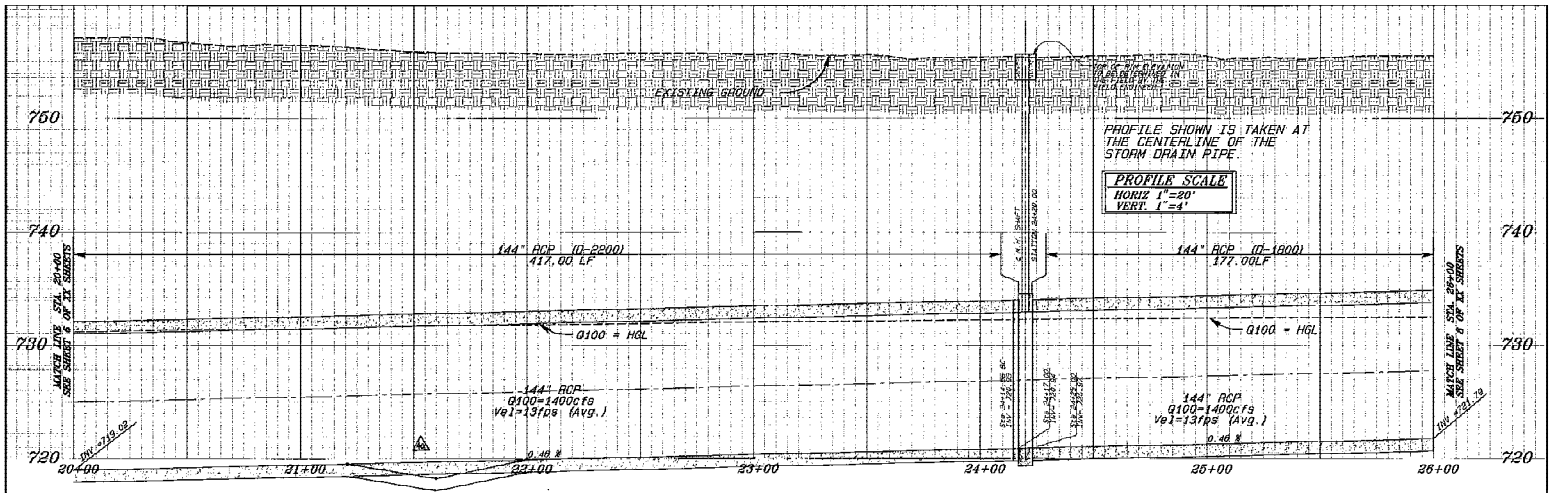
SUBMITTED BY: Gail Brewer 11/29/02 — CHIEF ENGINEER MISSION — DATE
RECOMMENDED BY: [illegible] — DEPUTY DIRECTOR, FLOOD CONTROL ENGINEER — DATE
APPROVED BY: Ken A. Miller 11/30/02 — FLOOD CONTROL ENGINEER — DATE

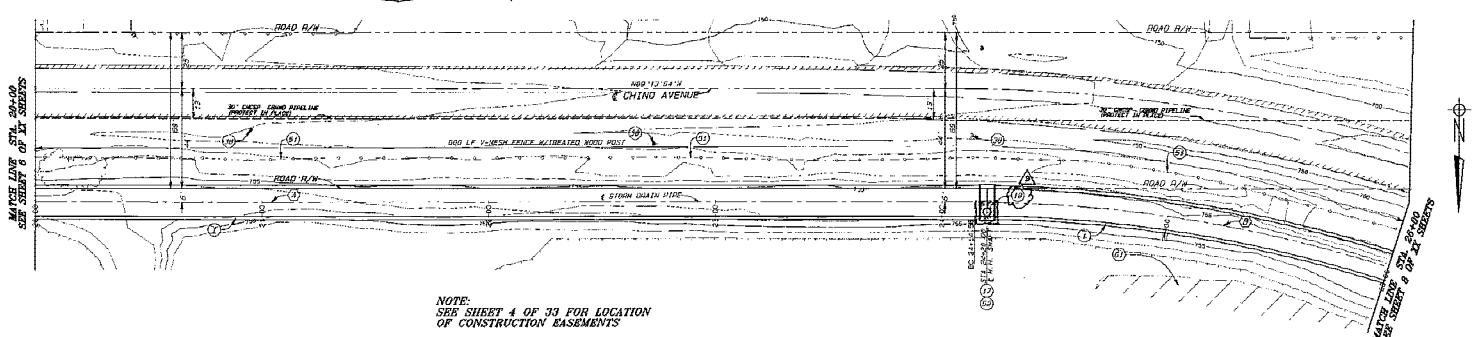
PREPARED BY	DESIGNED BY	DRAWN BY	CHECKED BY
MM	R.M.H.	MDA	R.H.

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT
COUNTY - CHINO SYSTEM
RIVERSIDE DRIVE STORM DRAIN
SECMENT #2, PHASE II
PHASE II
PLAN & PROFILE
FROM STA 14+00 TO STA 20+00

DATE	1-31-02
F.B. REF.	FB 1005 PG 1621
JOB NO.	4-910-00
SHEET NO.	6 OF 34

1-709-03





NOTE:
SEE SHEET 4 OF 33 FOR LOCATION OF CONSTRUCTION EASEMENTS

CURVE / LINE DATA

	STATIONING FROM	STATIONING TO	DELTA/ BEARING	RAD	LENG/ DIST	TANG
(2)	20+00.00	24+14.56 BC	N89°13'54"W		414.56	
(8)	24+14.56 RP	24+00.00	17°45'00"	800.00'	199.00	99.97

CONSTRUCTION NOTES:

(1) INSTALL 144" DIA. R.C.P. PER PLAN AND PROFILE HEADING (SEE PROFILE FOR D-I DATA)

(17) CONSTRUCT 'MANHOLE PIPE TO PIPE', PER A.P.W.A. STD. PLAN 320-1.

(19) CONSTRUCT CONCRETE APRON PER DETAILS ON SHEET 31 OF 33 SHEETS.

(30) PROTECT EXISTING WOOD UTILITY POLE(S), IN PLACE.

(51) REMOVE EXIST FENCE FOR CONST., REPLACE AFTER CONST., IN KIND.

(62) CONSTRUCT 36" 'MANHOLE SHAFT' PER A.P.W.A. STD PLAN 328-1. NON PRESSURE MANHOLE SHAFT.

(61) MOVE SOUTH LEVEE OF NPDES PONDS NORTH AND ONEIDE 1'. SEE SHEETS 32 & 33 OF 33 FOR TEMPORY LEVEE CONSTRUCTION.

GRAPHIC SCALE 1"=20'
20 0 20 40 60

APPROVED RECORD DRAWING
ENGINEER 5/13/16 DATE

ENGINEER'S NOTICE TO CONTRACTOR

THE EXISTENCE AND LOCATIONS OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THESE LOCATIONS ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE IN ALIGNMENT AND/OR GRADE OF THE PROPOSED IMPROVEMENT. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURE TO PROTECT ANY UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.

REGISTERED PROFESSIONAL ENGINEER — JAMES R. BRESNICK — No. 17007 — CIVIL — STATE OF CALIFORNIA

B3-482

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

MARK	DATE	DESCRIPTION	BY
A - 5	10/30/02	CHANGE ROAD APRONS TO 10' SQUARES	DG
A - 6	10/31/02	ADD 3 LOAD OF SILVER TO 8 SACK N (DEP 2TT NO)	MR

SUBMITTED BY: Jim Bresnick 11/14/02 DEPT. MAINTENANCE INTERIOR DATE

RECOMMENDED BY: 11/14/02 DEPUTY FLOOD CONTROL ENGINEER DATE

APPROVED BY: 11/19/02 DEPUTY DIRECTOR, ENGINEERING DATE

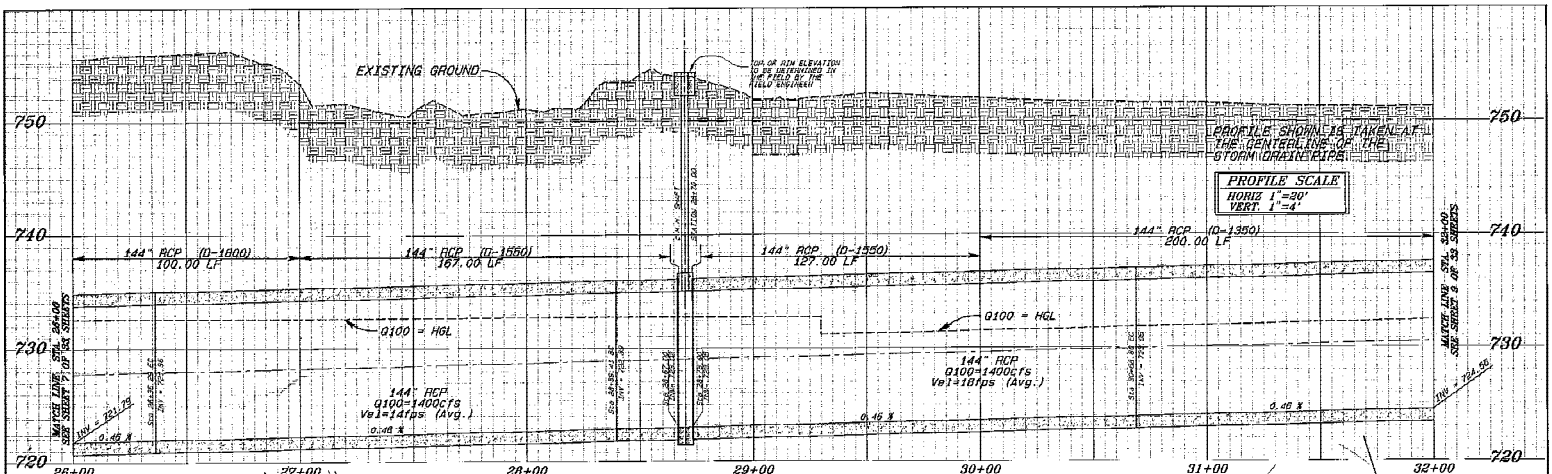
DESIGNED	DRAWN	CHECKED	QUANTITIES
MM	R.MUL	DEA	R.M.

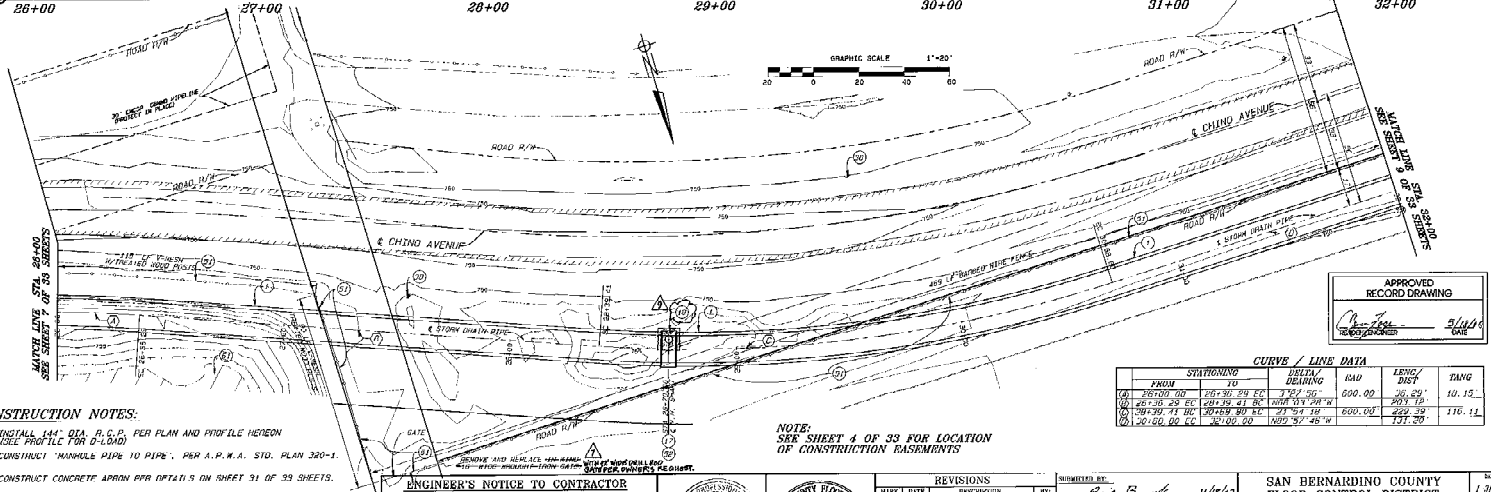
DIVISION - FACILITY SYSTEM

RIVERSIDE DRIVE STORM DRAIN
SEGMENT # 2, PHASE II
PHASE II
PLAN & PROFILE
FROM STA 20100 TO STA 26100

DATE	1-31-03
P.W. BOOK	
FB 4000 PG 1401	
WORK NO.	
~~1-910-03~~	
DRAWING NO.	7 OF 34

1-909-03 16 of 42





CURVE / LINE DATA

	STATIONING FROM	STATIONING TO	DELTA / BEARING	RAD	LENG / DIST	TANG
(A)	26+00.00	26+30.29 EC	2°57'39" RT	600.00	30.29'	15.15
(B)	26+30.29 EC	28+39.41 BC	N44°04'29"W		209.12'	
(C)	28+39.41 BC	30+69.90 EC	23°54'19"	600.00	249.39	126.11
(D)	30+69.90 EC	32+00.00	N69°57'48"W		130.20	

NOTE:
SEE SHEET 4 OF 33 FOR LOCATION OF CONSTRUCTION EASEMENTS

CONSTRUCTION NOTES:

(1) INSTALL 144" DIA. R.C.P. PER PLAN AND PROFILE HEREON (SEE PROFILE FOR D-LOAD)

(17) CONSTRUCT 'MANHOLE PIPE TO PIPE', PER A.P.W.A. STD. PLAN 320-1.

(19) CONSTRUCT CONCRETE APRON PER DETAILS ON SHEET 31 OF 33 SHEETS.

(30) PROTECT EXISTING WOOD UTILITY POLE(s), IN PLACE.

(61) REMOVE EXIST FENCE FOR CONST., REPLACE AFTER CONST., IN KIND.

(69) CONSTRUCT 36" 'MANHOLE SHAFT' PER A.P.W.A. STD PLAN 326-1. NON PRESSURE MANHOLE SHAFT.

(81) MOVE SOUTH LEVEE UP NAVAS MINUS NORTH AND DREDGE 1' SEE SHEETS 32 & 33 OF 33 FOR TEMPORY LEVEE CONSTRUCTION.

ENGINEER'S NOTICE TO CONTRACTOR

THE EXISTENCE AND LOCATIONS OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THESE LOCATIONS ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR. SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE IN ALIGNMENT AND/OR GRADE OF THE PROPOSED IMPROVEMENT. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURE TO PROTECT ANY UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.

REVISIONS

MARK	DATE	DESCRIPTION	BY:
A	11/29/05	REVISED 11" MIN SAND TOP SOIL FOR OWNER'S REQUEST	S.S.
B	3/10/06	CHANGE BRIDGE WIDTH TO 12' SQUARE	S.S.

SUBMITTED BY: Jason Papacosta 11/28/12
CHIEF ENGINEERING DIVISION

RECOMMENDED BY: Ismail Elkadi 11/28/12
DEPUTY FLOOD CONTROL DIRECTOR

APPROVED BY: Kurt O. Tunille 11/29/12
FLOOD CONTROL DIRECTOR

PROJ. ENG.	DES. SUP.	CHK'D BY	DRAWN BY
M.M.	E.M.H.	L.M.A.	E.H.

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

DATE 1 21 03

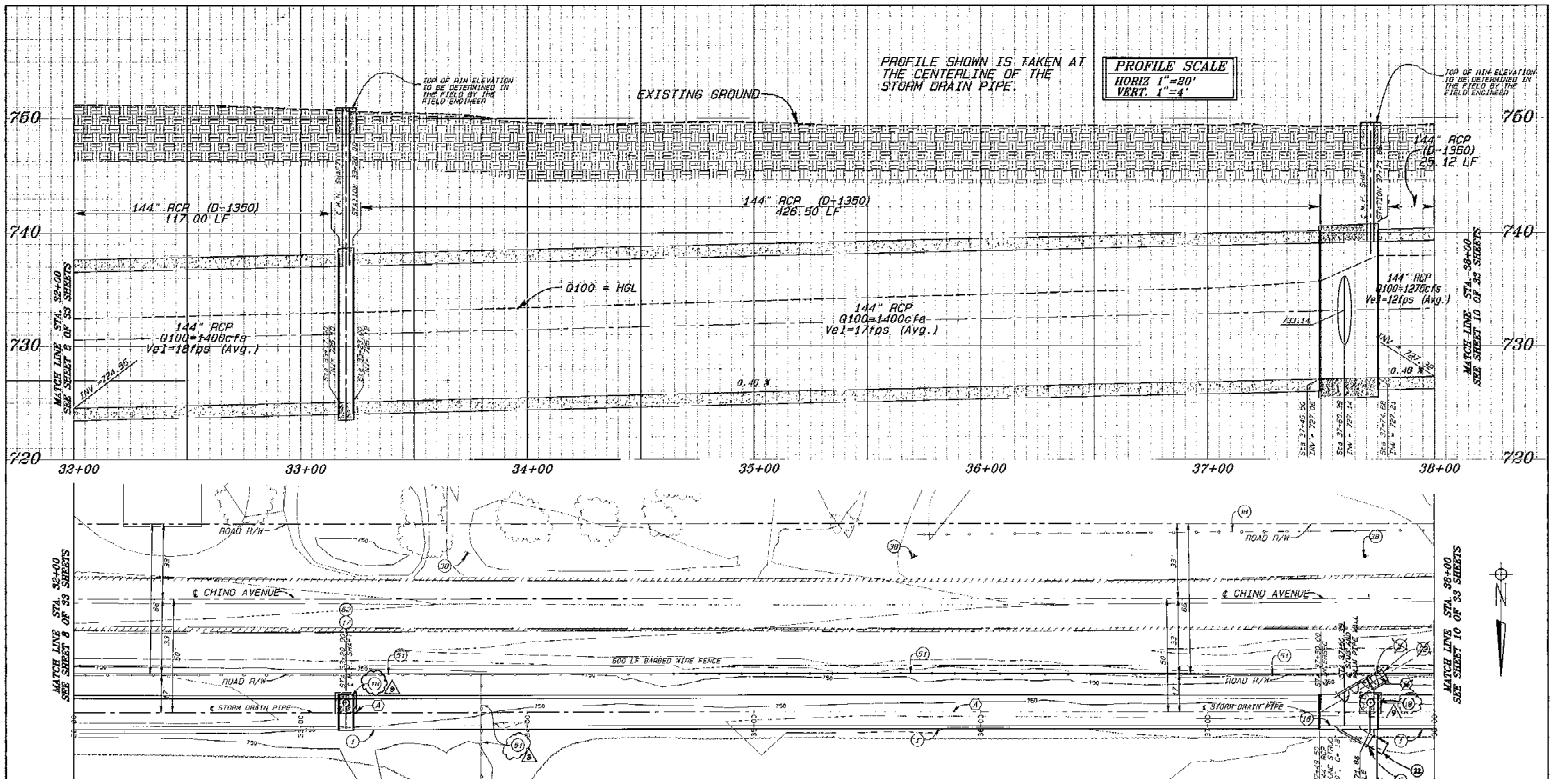
DRAWING CHANNEL SYSTEM

RIVERSIDE DRIVE STORM DRAIN
SEGMENT # 2, PHASE II
PHASE II
PLAN & PROFILE
FROM STA 20+00 TO STA 32+00

FB NONE
PG 1461
PAGE NO. ~~1-810-08~~
SHEET NO. 8 OF 33

1-709-08

17 of 43



CONSTRUCTION NOTES:

1. INSTALL 144" DIA. R.C.P. PER PLAN AND PROFILE HEREON (SEE PROFILE FOR D-LOAD)
8. INSTALL 72" DIA. R.C.P. PER PLAN AND PROFILE HEREON (SEE PROFILE FOR D LOAD)
18. CONSTRUCT 'MANHOLE PIPE TO PIPE', PER A.P.W.A. STD. PLAN 322-1.
17. CONSTRUCT 'MANHOLE PIPE TO PIPE', PER A.P.W.A. STD. PLAN 320-1.
10. CONSTRUCT CONCRETE APRON PER DETAILS ON SHEET 31 OF 33 SHEETS.
22. CONSTRUCT REINFORCED CONCRETE BULKHEAD PER MODIFIED RIVERSIDE COUNTY STD. PLAN 4818.
19. PROTECT EXISTING WOOD UTILITY POLE(s). IN PLACE.
21. REMOVE EXIST FENCE FOR CONST., REPLACE AFTER CONST., IN KIND.
23. CONSTRUCT 36" 'MANHOLE SHAFT' PER A.P.W.A. STD PLAN 326-1. NON PARKWAY MANHOLE SHAFT.

NOTE:
SEE SHEET 1 OF 33 FOR LOCATION OF CONSTRUCTION EASEMENTS

CURVE / LINE DATA

	STATIONING FROM	STATIONING TO	DELTA / BEARING	RAD	LENG / DIST	TANG
℄	32+00.00	38+00.00	N89°57'46"W		600.00	
WK	STUD		N89°02'31"E		39.93	

APPROVED RECORD DRAWING
[signature] 5/26/06
DATE

ENGINEER'S NOTICE TO CONTRACTOR

THE EXISTENCE AND LOCATIONS OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THESE LOCATIONS ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE IN ALIGNMENT AND/OR GRADE OF THE PROPOSED IMPROVEMENT. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURE TO PROTECT ANY UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.

B3-484

REVISIONS			
MARK	DATE	DESCRIPTION	BY
△-6	10/25/05	REVISED VERTICAL BY WIDE CHILL ROD CURB FOR SAFETY REASON	S.S.
△-7	10/25/05	CHANGE ROAD WIDENING TO 10' SOUTHSIDE	S.C.
△-8	10/25/05	REVISED STA# TO IMPROVE DOC.	S.C.

SUBMITTED BY: [signature] 11/16/05
CHIEF, ENGINEERING DIVISION — DATE
RECOMMENDED BY: [signature] 11/16/05
DEPUTY, FLOOD CONTROL DIVISION — DATE
APPROVED BY: [signature] 11/15/05
CHIEF ENGINEER — DATE

DRAWN BY	DES'D BY	REV'D BY	CHECKED BY
MM	R.M.R.	10/24	R.H.

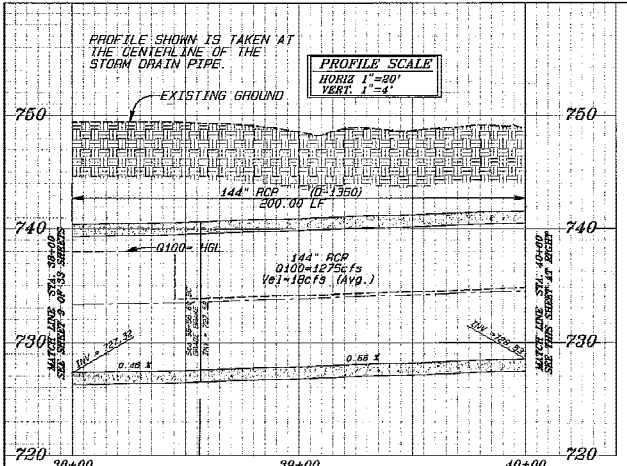
SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

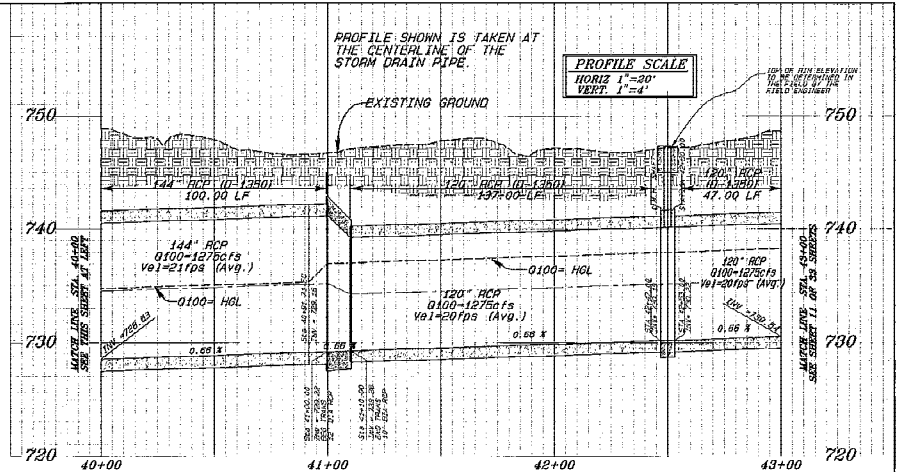
RIVERSIDE DRIVE STORM DRAIN
SEGMENT #2, PHASE II
PHASE II
PLAN & PROFILE
FROM STA 32+00 TO STA 38+00

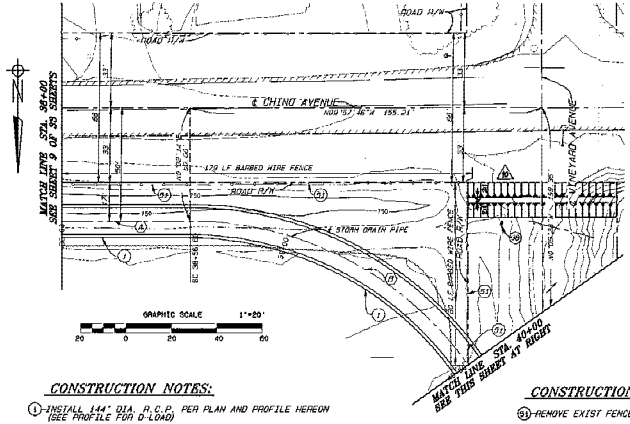
UNIFIED = CHINO STORM

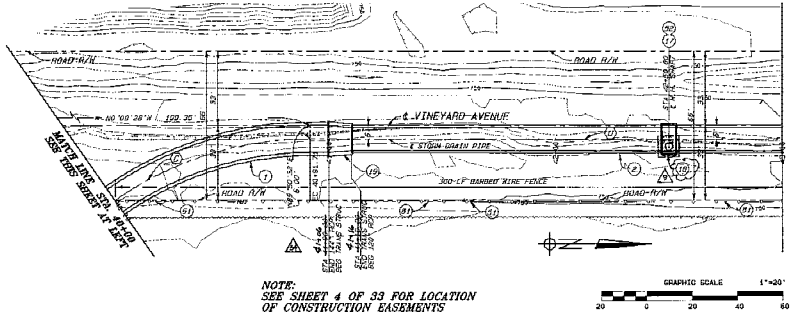
DATE	1-31-02
F.B. REF.	FB 4988 PG 1621
JOB NO.	1-819-00
SHEET NO.	9 OF 33

1-309-05 18 of 43









NOTE:
SEE SHEET 4 OF 33 FOR LOCATION OF CONSTRUCTION EASEMENTS

CONSTRUCTION NOTES:

1. INSTALL 144" DIA. R.C.P. PER PLAN AND PROFILE HEREON (SEE PROFILE FOR D-LOAD)
2. INSTALL 120" DIA. R.C.P. PER PLAN AND PROFILE HEREON (SEE PROFILE FOR D-LOAD)
17. CONSTRUCT 'MANHOLE PIPE TO PIPE', PER A.P.W.A. STD. PLAN 320-1.
18. CONSTRUCT CONCRETE APRON PER DETAILS ON SHEET 31 OF 33 SHEETS.
19. CONSTRUCT TRANSITION STRUCTURE PER A.P.W.A. STD. PLAN 340-1.
30. PROTECT EXISTING WOOD UTILITY POLE(s). IN PLACE.

CONSTRUCTION NOTES CONT:

91. REMOVE EXIST FENCE FOR CONST., REPLACE AFTER CONST., IN KIND.
82. CONSTRUCT 36" 'MANHOLE SHAFT' PER A.P.W.A. STD PLAN 320-1. NON PRESSURE MANHOLE SHAFT.

CURVE / LINE DATA

	STATIONING FROM	STATIONING TO	RADIUS / BEARING	RAD	LENG / DIST	TANG
(A)	39+00.00	39+56.60 BC	N89°57'48"W		56.60'	
(B)	39+56.60 BC	40+00.00	54°46'29"	150.00'	143.40'	77.71'
(C)	40+20.00	40+91.71 EC	25°01'50"	150.00'	91.71'	47.34'
(D)	40+91.71 EC	43+00.00	N00°09'18"W		208.29	

APPROVED RECORD DRAWING
[signature] 5/16/06
ENGINEER DATE

ENGINEER'S NOTICE TO CONTRACTOR

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B3485

MARK	DATE	REVISIONS DESCRIPTION	BY
1	10/25/05	CHANGE BOARD APPROVAL TO TBY SIGNERS	SA
11	10/25/05	9" HIGH CURB SHOWN TO BE TOP OF CATCH BASIN	SA
99	9-10-99	AS-BUILT CHANGES PER FIELD	SA

SUBMITTED BY:		DATE
	Carol Brooks, CHIEF ENGINEERING DIVISION	11/29/05
RECOMMENDED BY:		
	Chris A. Allen, CHIEF FLOOD CONTROL DIVISION	11/30/05 DATE
APPROVED BY:		
	Kim A. Postle, CHIEF ENGINEER	11/30/05 DATE

DESIGNED BY	DRAWN BY	CHECKED BY	QUANTITIES BY
RMR	E.M.R.	LOCR	K.K.

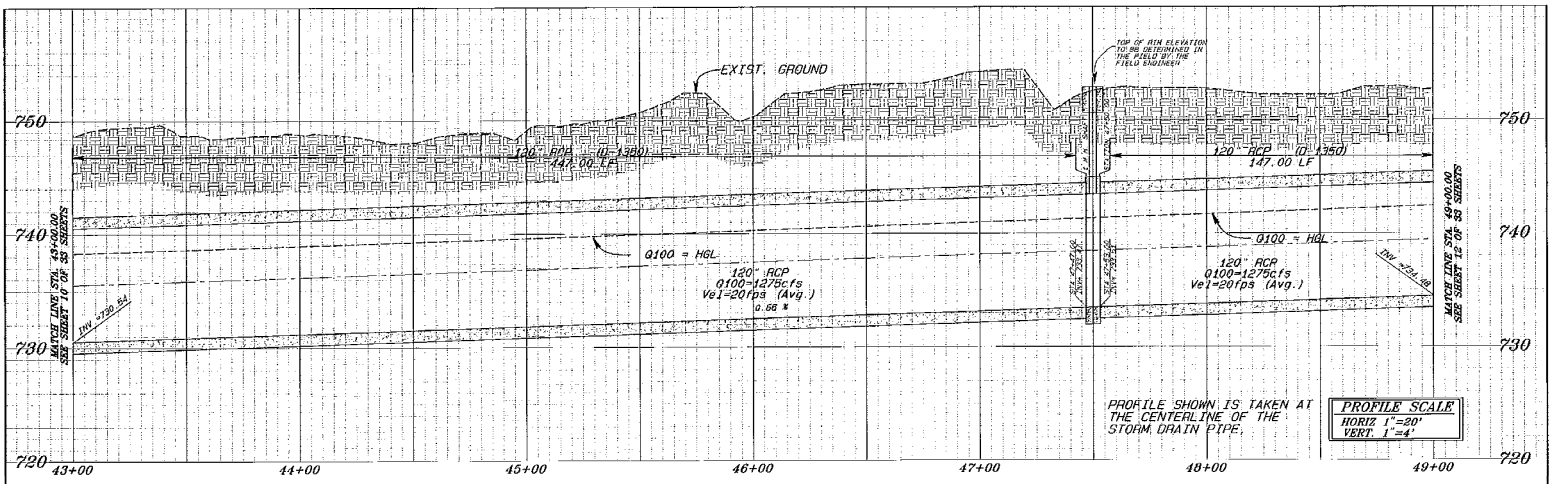
SAN BERNARDINO COUNTY
FLOOD CONTROL DISTRICT

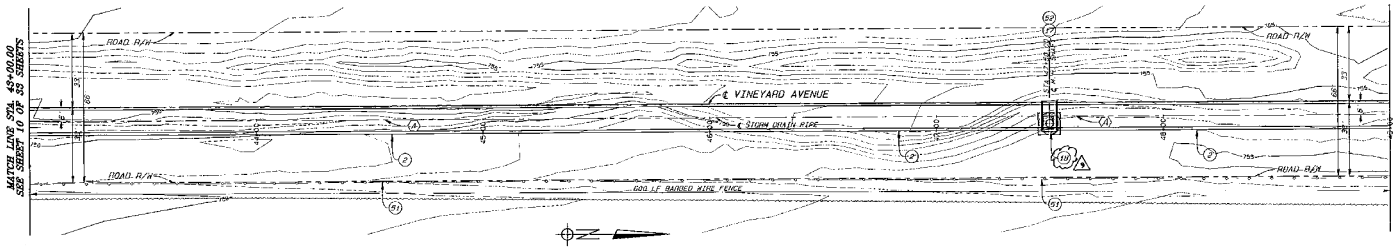
DATUM — CDFRADO — CHINO SYSTEM

RIVERSIDE DRIVE STORM DRAIN
SEGMENT # 2, PHASE II
PHASE II
PLAN & PROFILE
FROM STA 38+00 TO STA 43+00

DATE	1-31-02
JOB NUMBER	FC 1121
FILE NO.	1-410-07
SHEET NO.	10 OF 34

1-909-03 17 of 13





CURVE / LINE DATA

	STATIONING FROM	STATIONING TO	DELTA/ BEARING	RAD	LENG/ DIST	TANG
(A)	43+00.00	49+00.00	N00°09'15"W		600.00'	

GRAPHIC SCALE 1"=20'

20 0 20 40 60

NOTE:
SEE SHEET 4 OF 33 FOR LOCATION OF CONSTRUCTION EASEMENTS

APPROVED RECORD DRAWING

PROJECT ENGINEER 5/15/04 DATE

CONSTRUCTION NOTES:

(2) INSTALL 120" DIA. R.C.P. PER PLAN AND PROFILE HEREON (SEE PROFILE FOR D-LOAD)

(18) CONSTRUCT CONCRETE APRON PER DETAILS ON SHEET 31 OF 33 SHEETS.

(17) CONSTRUCT 'MANHOLE PIPE TO PIPE', PER A.P.W.A. STD. PLAN 320-1.

(51) REMOVE EXIST FENCE FOR CONST., REPLACE AFTER CONST., IN KIND.

(52) CONSTRUCT 36" 'MANHOLE SHAFT' PER A.P.W.A. STD PLAN 326-1. NON PRESSURE MANHOLE SHAFT.

ENGINEER'S NOTICE TO CONTRACTOR

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REGISTERED PROFESSIONAL ENGINEER JAMES PATRICK BOSCH No. 41807 Exp 3/31/04 CIVIL STATE OF CALIFORNIA

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT 1939 CALIFORNIA

REVISIONS

MARK	DATE	DESCRIPTION	BY:
△	10/20/03	CHANGE ROUND UPRIGHT TO 36" SQUARES	S.S.

SUBMITTED BY: Jim Brocke 11/19/02 CHIEF, ENGINEERING DIVISION Date

RECOMMENDED BY: Vance R. Olson 11/19/02 ASSIST. FLOOD CONTROL ENGINEER Date

APPROVED BY: Ken A. Miller 11/19/02 FLOOD CONTROL ENGINEER Date

PROJ. ENG.	DES. BY:	DRFD BY:	PLANS BY:
MM	R.M.N.	LOZA	R.H.

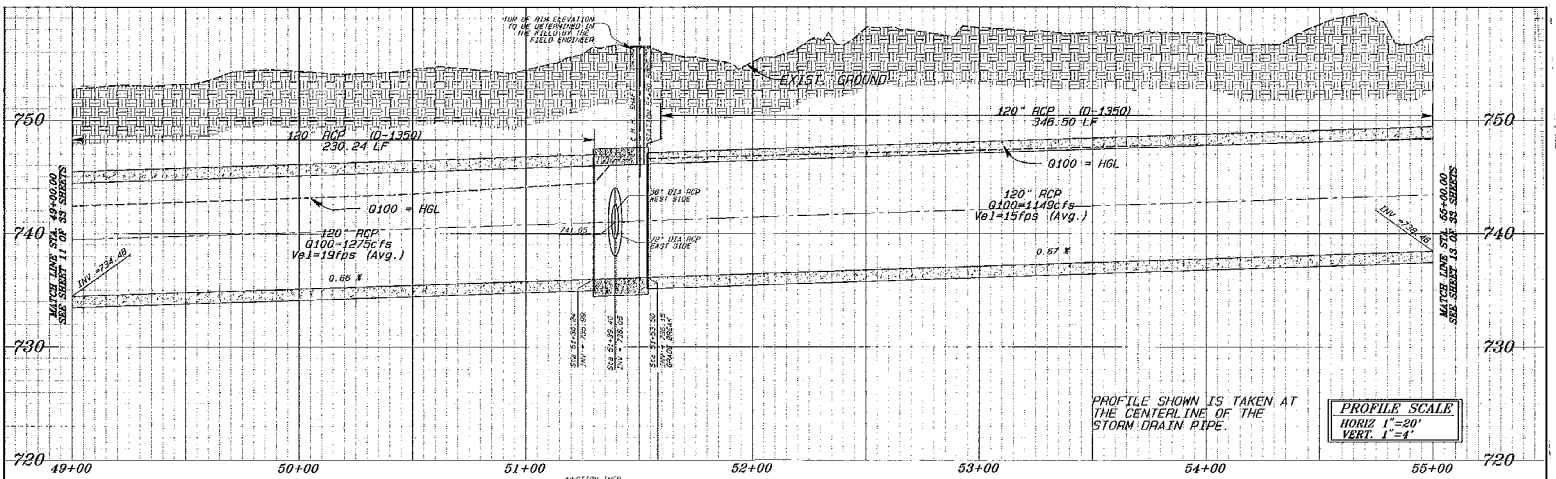
SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

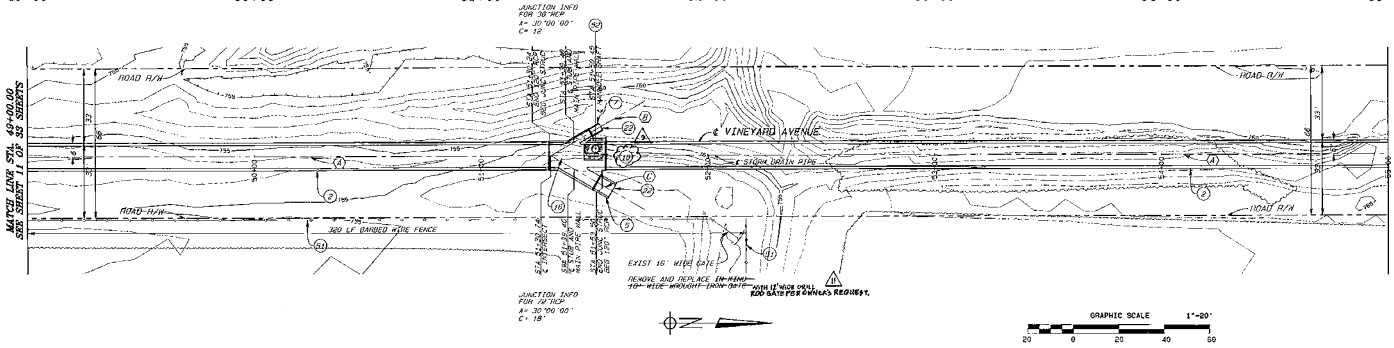
ONTARIO - CHINO SYSTEM

RIVERSIDE DRIVE STORM DRAIN
SEGMENT #2, PHASE II
PHASE II
PLAN & PROFILE
STA 43+00 TO STA 49+00

DATE 1-31-02
F.B. REF. FB 4006 PG 1121
FILE NO. 1-040-03
SHEET NO. 11 OF 31

1-909-03 20 of 43





CONSTRUCTION NOTES:

(2)-INSTALL 120" DIA. R.C.P. PER PLAN AND PROFILE HEREON (SEE PROFILE FOR D-LOAD)

(5)-INSTALL 72" DIA. R.C.P. PER PLAN AND PROFILE HEREON (SEE PROFILE FOR D-LOAD)

(7)-INSTALL 36" DIA. R.C.P. PER PLAN AND PROFILE HEREON (SEE PROFILE FOR D-LOAD)

(16)-CONSTRUCT 'MANHOLE PIPE TO PIPE', PER A.P.W.A. STD. PLAN 322-1.

(19)-CONSTRUCT CONCRETE APRON PER DETAILS ON SHEET 31 OF 33 SHEETS.

(22)-CONSTRUCT REINFORCED CONCRETE BULKHEAD PER MODIFIED RIVERSIDE COUNTY STD. PLAN MB16

(51)-REMOVE EXIST FENCE FOR CONST., REPLACE AFTER CONST., IN KIND.

(52)-CONSTRUCT 36" 'MANHOLE SHAFT' PER A.P.W.A. STD PLAN 326-1. NON PRESSURE MANHOLE SHAFT.

CURVE / LINE DATA

	STATIONING FROM	STATIONING TO	DELTA/ BEARING	RAD	LENG/ DIST	TANG
(A)	49+00.00	55+00.00	N00°09'16"W		600.00'	
(B)	RCP STUB		N30°09'16"W		25.52'	
(C)	RCP STUB		N29°50'44"E		31.24'	

NOTE:
SEE SHEET 4 OF 33 FOR LOCATION OF CONSTRUCTION EASEMENTS

APPROVED RECORD DRAWING
RESIDENT ENGINEER 5/18/06 DATE

ENGINEER'S NOTICE TO CONTRACTOR

THE EXISTENCE AND LOCATIONS OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THESE LOCATIONS ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE IN ALIGNMENT AND/OR GRADE OF THE PROPOSED IMPROVEMENT. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURE TO PROTECT ANY UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.

REGISTERED PROFESSIONAL ENGINEER JAMES PATRICK MORGAN No. 41807 Exp. 3/31/04 CIVIL STATE OF CALIFORNIA

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT 1939 CALIFORNIA

REVISIONS

MARK	DATE	DESCRIPTION	BY:
△-1	10/20/01	CHANGE ROUND APRONS TO 10' SQUARES	S.G.
△-1	10/20/01	12" RCP DRILL ROD GATE INSTALLED PER OWNER'S REQUEST INSTEAD OF 18" GATE.	S.G.

SUBMITTED BY: Jim Brownlee 11/18/02 CHIEF, ENGINEERING DIVISION DATE
RECOMMENDED BY: Darrel Olson 11/18/02 ASSIST. FLOOD CONTROL ENGINEER DATE
APPROVED BY: Ken C. Miller 11/19/02 FLOOD CONTROL ENGINEER DATE

PROJ. ENG.	SEC. BY	REV'D BY	DRAWN BY
MM	R.M.H.	LDA	R.H.

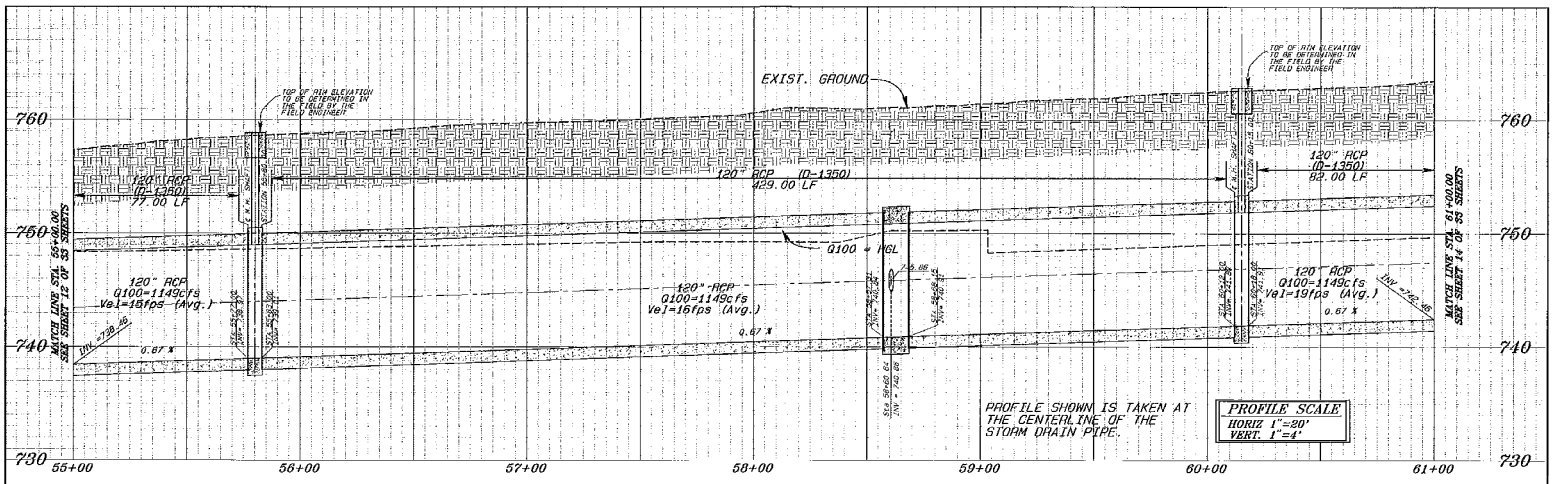
SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

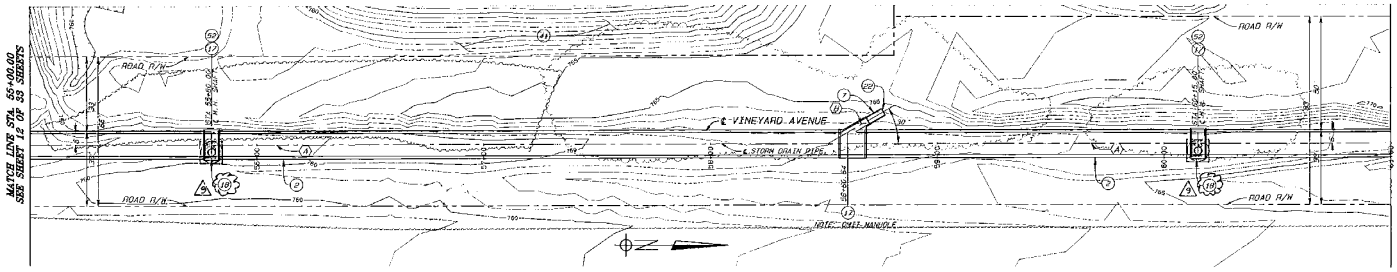
ONTARIO - CHINO SYSTEM

RIVERSIDE DRIVE STORM DRAIN
SEGMENT #2, PHASE II
PHASE II
PLAN & PROFILE
STA 49+00 TO STA 55+00

DATE 1-31-02
F.B. REF. FB 4006 PG 1421
FILE NO. 1-910-00
SHEET NO. 12 OF 34

1-909-03 2.1 of 45





CURVE / LINE DATA

	STATIONING FROM	STATIONING TO	DELTA/ BEARING	RAD	LENG/ DIST	TANG
(A)	55+00.00	61+00.00	N00°09'16"W		600.00'	
(B)	STUB OUT		N30°19'16"W			

GRAPHIC SCALE 1"=20'

20 0 20 40 60

NOTE:
SEE SHEET 4 OF 33 FOR LOCATION OF CONSTRUCTION EASEMENTS

APPROVED RECORD DRAWING
ASSOC. ENGINEER 5/18/06 DATE

CONSTRUCTION NOTES:

(2)-INSTALL 120" DIA. R.C.P. PER PLAN AND PROFILE HEREON (SEE PROFILE FOR D-LOAD)

(7)-INSTALL 36" DIA. R.C.P. PER PLAN AND PROFILE HEREON (SEE PROFILE FOR D-LOAD)

(17)-CONSTRUCT 'MANHOLE PIPE TO PIPE', PER A.P.W.A. STD. PLAN 320-1.

(18)-CONSTRUCT CONCRETE APRON PER DETAILS ON SHEET 31 OF 33 SHEETS.

(22)-CONSTRUCT REINFORCED CONCRETE BULKHEAD PER MODIFIED RIVERSIDE COUNTY STD. PLAN M816

(41)-PROTECT IN PLACE NPDES PONDS.

(52)-CONSTRUCT 36" 'MANHOLE SHAFT' PER A.P.W.A. STD PLAN 326-1. NON PRESSURE MANHOLE SHAFT.

ENGINEER'S NOTICE TO CONTRACTOR

THE EXISTENCE AND LOCATIONS OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THESE LOCATIONS ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE IN ALIGNMENT AND/OR GRADE OF THE PROPOSED IMPROVEMENT. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURE TO PROTECT ANY UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.

REGISTERED PROFESSIONAL ENGINEER JAMES PATRICK HUNTINGTON No. 41607 Exp. 3/31/04 CIVIL STATE OF CALIFORNIA

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT 1939 CALIFORNIA

REVISIONS

MARK	DATE	DESCRIPTION	BY:
△-	11/20/02	CHANGE ROUND APRONS TO TIP SQUARES	S.K.

SUBMITTED BY: Jim Borcuck 11/18/02 CHIEF, ENGINEERING DIVISION DATE

RECOMMENDED BY: Ursula H. Allen 11/19/02 ASSIST. FLOOD CONTROL ENGINEER DATE

APPROVED BY: Ken A. Miller 11/20/02 FLOOD CONTROL ENGINEER DATE

PROJ. ENG.	DES. BY:	REV'D BY:	DRAWN BY:
MM	R.M.H.	LGZA	R.H.

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

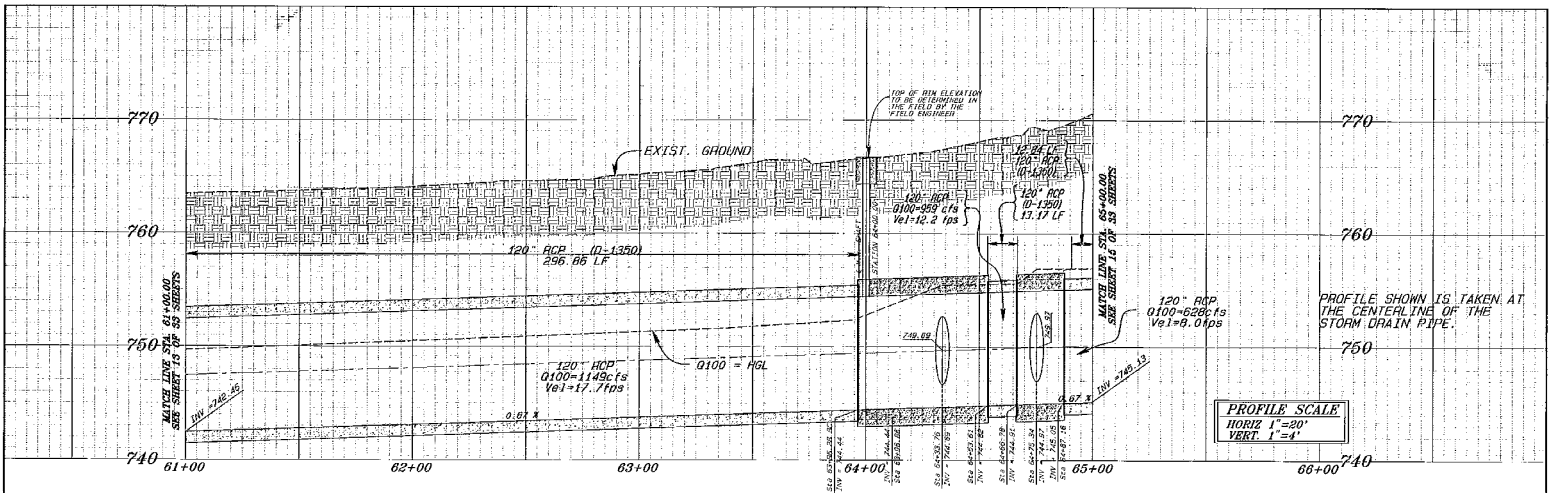
OSTLAND - CHINO SYSTEM

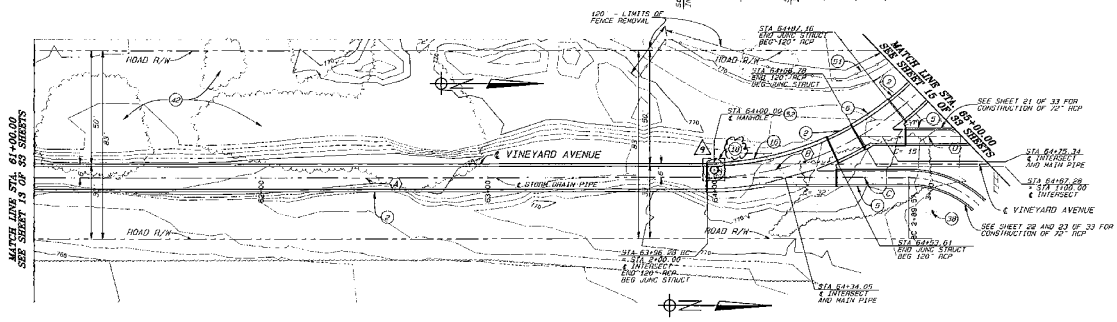
RIVERSIDE DRIVE STORM DRAIN
SEGMENT # 2, PHASE II
PHASE II
PLAN & PROFILE
STA 55+00 TO STA 61+00

DATE 1-31-02
P.B. REF. VO 4006 PC 1481
FILE NO. ~~1-910-03~~
SHEET NO. 13 OF 34

1-909-03 22 of 43

1982





CONSTRUCTION NOTES:

(2)-INSTALL 120" DIA. R.C.P. PER PLAN AND PROFILE HEREON (SEE PROFILE FOR D-LOAD)

(5)-INSTALL 72" DIA. R.C.P. PER PLAN AND PROFILE HEREON (SEE PROFILE FOR D-LOAD)

(6)-CONSTRUCT 'MANHOLE PIPE TO PIPE', PER A.P.W.A. STD. PLAN 322-1, MODIFIED (OMIT MANHOLE).

(16)-CONSTRUCT 'MANHOLE PIPE TO PIPE', PER A.P.W.A. STD. PLAN 322-1.

(19)-CONSTRUCT CONCRETE APRON PER DETAILS ON SHEET 31 OF 33 SHEETS.

(30)-PROTECT EXISTING WOOD UTILITY POLE(s), IN PLACE.

(42)-REMOVE TREES AS NECESSARY FOR CONSTRUCTION.

(51)-REMOVE EXIST FENCE FOR CONST., REPLACE AFTER CONST., IN KIND.

(52)-CONSTRUCT 36" 'MANHOLE SHAFT' PER A.P.W.A. STD PLAN 326-1. NON PRESSURE MANHOLE SHAFT.

CURVE / LINE DATA

	STATIONING FROM	STATIONING TO	DELTA/ BEARING	RAD	LENG/ DIST	TANG
(A)	61+00.00	63+96.28 BC	N00°09'16"W		296.28'	
(B)	63+96.28 BC	65+00.00	44°01'12"	135.00'	103.72'	54.57'
(C)	2+00.00	STUB	N00°09'49"W			
(D)	1+00.00	STUB	N00°00'08"E			

GRAPHIC SCALE 1"=20'

20 0 20 40 60

NOTE:
SEE SHEET 4 OF 33 FOR LOCATION OF CONSTRUCTION EASEMENTS

APPROVED RECORD DRAWING
NESSIEN ENGINEER 5/18/06 DATE

ENGINEER'S NOTICE TO CONTRACTOR

THE EXISTENCE AND LOCATIONS OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THESE LOCATIONS ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE IN ALIGNMENT AND/OR GRADE OF THE PROPOSED IMPROVEMENT. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURE TO PROTECT ANY UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.

REGISTERED PROFESSIONAL ENGINEER JAMES PATRICK BURCHAM No. 41807 Exp. 3/31/04 CIVIL STATE OF CALIFORNIA

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT 1939 CALIFORNIA

REVISIONS

MARK	DATE	DESCRIPTION	BY:
△ - 9	11/20/02	DRAINAGE ROUND APRONS TO 14' SQUARES.	S.C.

SUBMITTED BY: Jim Burcuk 11/18/02 CHIEF, ENGINEERING DIVISION DATE

RECOMMENDED BY: Dana R. Olson 11/19/02 ASSIST. FLOOD CONTROL ENGINEER DATE

APPROVED BY: Ken A. Miller 11/19/02 FLOOD CONTROL ENGINEER DATE

PROJ. ENG.	DES. BY:	DRFT. BY:	CHK'D BY:
MJM	R.M.H.	LOZA	R.H.

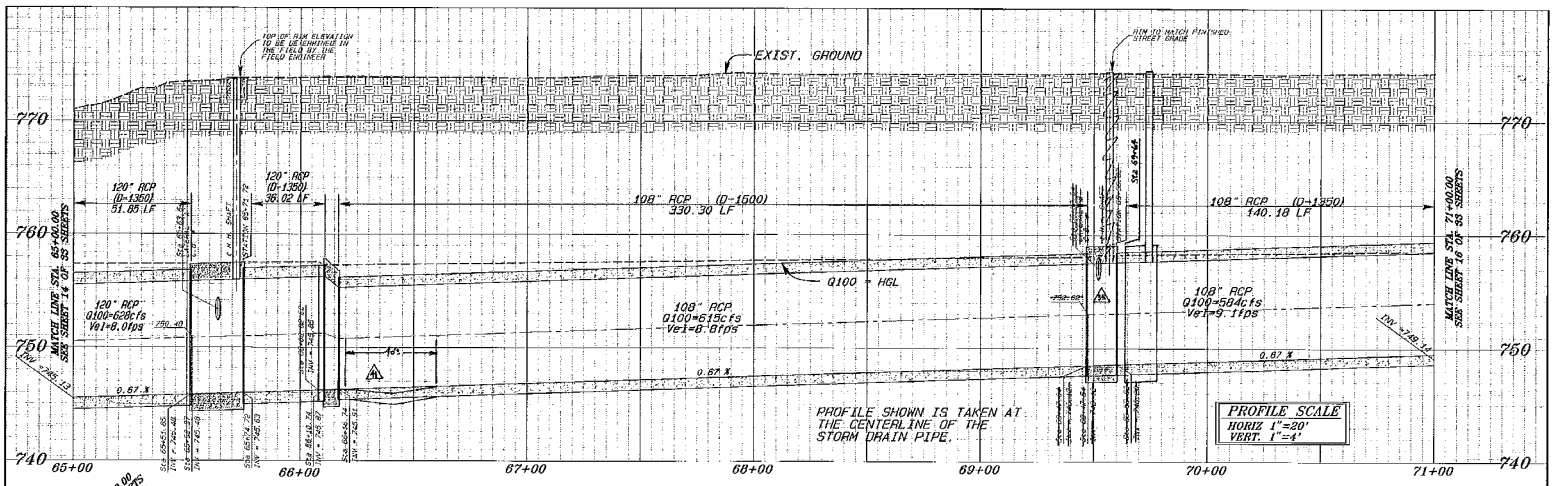
SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

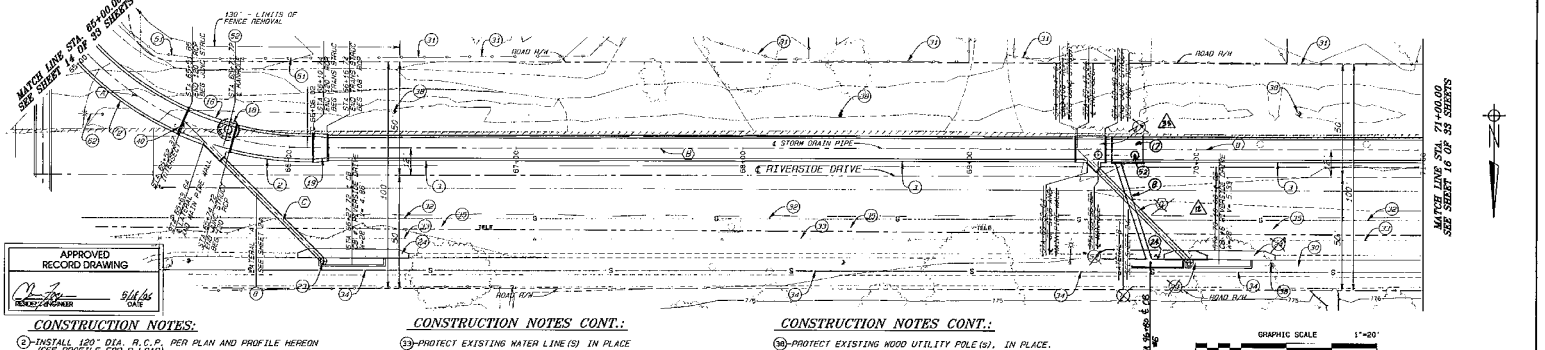
ONTARIO - COLMO SYSTEM

RIVERSIDE DRIVE STORM DRAIN
SEGMENT # 2, PHASE II
PHASE II
PLAN & PROFILE
STA 61+00 TO STA 65+00

DATE 1-31-02
F.B. REF. FB 1006 PG 1421
FILE NO. 1-910-00
SHEET NO. 14 OF 34

1-909-03 23 of 43





APPROVED RECORD DRAWING

CITY ENGINEER — DATE 5/14/03

CONSTRUCTION NOTES:

(2) INSTALL 120" DIA. R.C.P. PER PLAN AND PROFILE HEREON (SEE PROFILE FOR D-LOAD)
(3) INSTALL 108" DIA. R.C.P. PER PLAN AND PROFILE HEREON (SEE PROFILE FOR D-LOAD)
(8) INSTALL 24" DIA. R.C.P. PER PLAN AND PROFILE HEREON (SEE PROFILE FOR D-LOAD)
(16) CONSTRUCT 'MANHOLE PIPE TO PIPE', PER A.P.W.A. STD. PLAN 322-1.
(17) CONSTRUCT 'MANHOLE PIPE TO PIPE', PER A.P.W.A. STD. PLAN 320-1.
(18) CONSTRUCT CONCRETE APRON PER DETAILS ON SHEET 31 OF 33 SHEETS.
(19) CONSTRUCT TRANSITION STRUCTURE PER A.P.W.A. STD. PLAN 340-1.
(23) CONSTRUCT CURB OPENING CATCH BASIN PER A.P.W.A. STD. PLAN 300-2
(24) CONSTRUCT LOCAL DEPRESSION AT CATCH BASINS PER A.P.W.A. STD. PLAN 313-1 (CASE-A)
(30) PARKWAY DRAIN AND UNDER SIDEWALK DRAIN, PROTECT IN PLACE.

CONSTRUCTION NOTES CONT.:

(33) PROTECT EXISTING WATER LINE(S) IN PLACE
(34) PROTECT EXISTING SEWER LINE(S) IN PLACE
(35) PROTECT EXISTING TELEPHONE LINE(S) IN PLACE
(51) PROTECT EXISTING FENCE(S) IN PLACE
(59) PROTECT EXISTING GAS LINE(S) IN PLACE

CONSTRUCTION NOTES CONT.:

(36) PROTECT EXISTING WOOD UTILITY POLE(S), IN PLACE.
(51) REMOVE EXIST FENCE FOR CONST., REPLACE AFTER CONST., IN KIND.
(52) CONSTRUCT 36" 'MANHOLE SHAFT' PER A.P.W.A. STD PLAN 326-1.
(52) TEMPORALLY RELOCATE TRAFFIC SIGNAL.

CURVE / LINE DATA

	STATIONING FROM	STATIONING TO	DELTA / BEARING	RAD	LENG / DIST	TANG
(A)	65+00.00	66+09.02 EC	45°20'42"	135.00'	108.02'	57.09'
(B)	66+09.02 EC	71+00.00	S89°58'54"W		491.39'	
(C)	LATERAL 'A'		S89°58'54"W			
(D)	LATERAL 'B'		S89°58'54"W			

ENGINEER'S NOTICE TO CONTRACTOR

THE EXISTENCE AND LOCATIONS OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THESE LOCATIONS ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE IN ALIGNMENT AND/OR GRADE OF THE PROPOSED IMPROVEMENT. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURE TO PROTECT ANY UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.

REGISTERED PROFESSIONAL ENGINEER — PATRICK BOSWORTH — No. 41827 — Exp. 3/31/04 — CIVIL — STATE OF CALIFORNIA

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT 1939 — CALIFORNIA

REVISIONS

MARK	DATE	DESCRIPTION	BY:
△-12	10/31/02	LOCATION CHANGED TO STA 69+30 FOR "STAPLE SEE NO. 1944"	S.G.
△-35	10/30/02	LOCATION CHANGED TO STA 69+44 FOR 48 FEMALES AT STA 69+17.54	S.G.
△-41	10/30/02	ADD'L LENG OF SLURRY AT 4% SLOPE AT MANHOLE STA 69+40	S.G.

SURVEYED BY: — CHIEF, ENGINEERING DIVISION — 11/4/02 DATE

RECOMMENDED BY: — ASSIST. DEPUTY DIRECTOR, DESIGN — 11/4/02 DATE

APPROVED BY: — FLOOD CONTROL ENGINEER — 11/6/02 DATE

PROJ. ENG.	CHK. BY:	APVD BY:	DRAWN BY:
MM	R.M.H.	LOEA	R.H.

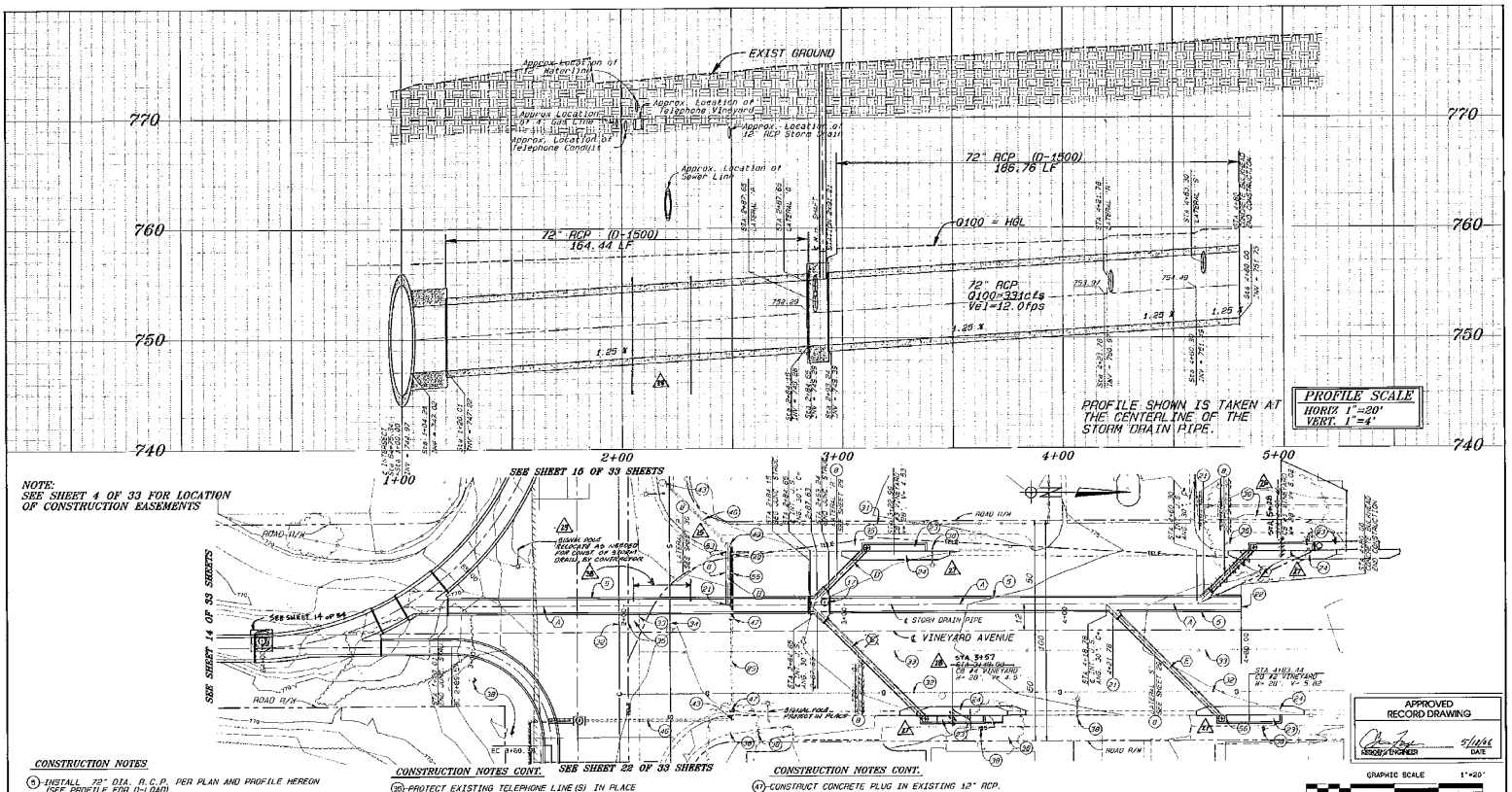
SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

CONTOURS - NGVD SYSTEM

RIVERSIDE DRIVE STORM DRAIN
SEGMENT # 2, PHASE II
PHASE II
PLAN & PROFILE
STA 65+00 TO STA 71+00

DATE	1-31-02
F.B. NAP.	FB 4008 PG 1921
MAP NO.	1-018-00
SHEET NO.	15 OF 36

1-909-03 24 of 43



NOTE:
SEE SHEET 4 OF 33 FOR LOCATION OF CONSTRUCTION EASEMENTS

APPROVED
RECORD DRAWING
5/1/06
DATE

GRAPHIC SCALE 1"=20'
20 0 20 40 60

CURVE / LINE DATA

	STATIONING FROM	STATIONING TO	BEARING	RAD	LENG/ DIST	TANG
(A)	1+00.00	4+80.00	N0°00'08"E		380.00'	
(B)	LATERAL "D"		N89°59'52"W			
(C)	LATERAL "G"		N45°00'08"E			
(D)	LATERAL "H"		N44°59'52"W			
(E)	LATERAL "S"		N45°00'08"E			
(F)	LATERAL "T"		N44°59'52"W			

CONSTRUCTION NOTES

(1) INSTALL 72" DIA. R.C.P. PER PLAN AND PROFILE HEREON (SEE PROFILE FOR D-LOAD)
(8) INSTALL 24" DIA. R.C.P. PER PLAN AND PROFILE HEREON (SEE PROFILE FOR D-LOAD)
(17) CONSTRUCT 'MANHOLE PIPE TO PIPE', PER A.P.W.A. STD. PLAN 320-1.
(22) CONSTRUCT REINFORCED CONCRETE BULKHEAD PER MODIFIED RIVERSIDE COUNTY STD. PLAN #816
(29) FILL EXISTING 12" RCP WITH GROUT AND ABANDON IN PLACE.
(21) CONSTRUCT JUNCTION STRUCTURE PER APWA STD PLAN 331-2
(23) CONSTRUCT CURB OPENING CATCH BASIN PER A.P.W.A. STD. PLAN 300-2
(31) PROTECT EXISTING FENCE (S) IN PLACE
(32) PROTECT EXISTING GAS LINE (S) IN PLACE
(33) PROTECT EXISTING WATER LINE (S) IN PLACE
(34) PROTECT EXISTING SEWER LINE (S) IN PLACE

CONSTRUCTION NOTES CONT.

(35) PROTECT EXISTING TELEPHONE LINE (S) IN PLACE
(39) PROTECT EXISTING TREE (S) IN PLACE.
(38) PROTECT EXISTING WOOD UTILITY POLE (S). IN PLACE.
(43) PROTECT EXISITING CATCH BASIN IN PLACE.
(46) PROTECT 12" RCP IN PLACE

CONSTRUCTION NOTES CONT.

(47) CONSTRUCT CONCRETE PLUG IN EXISTING 12" RCP.
(49) PLUG EXISTING 12" OPENING IN CATCH BASIN.
(53) CONNECT 24" RCP TO EXISTING CATCH BASIN.
(58) REMOVE AND DISPOSE OF EXIST 12" RCP.
(58) RELOCATE STREET SIGN AS DIRECTED IN THE FIELD.

ENGINEER'S NOTICE TO CONTRACTOR

THE EXISTENCE AND LOCATIONS OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THESE LOCATIONS ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE IN ALIGNMENT AND/OR GRADE OF THE PROPOSED IMPROVEMENT. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURE TO PROTECT ANY UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.

REGISTERED PROFESSIONAL ENGINEER JAMES PATRICK DONOVAN No. 41807 Exp. 3/31/07 CIVIL STATE OF CALIFORNIA

REVISIONS

MARK	DATE	DESCRIPTION	BY:
1-23	10/20/05	REMOVED & RESET POLE PER DIRECTION OF CITY. POLE'S NEW FOUNDATION	S.G.
1-24	11/28/05	SET NEW JACKED CASING STATION 1+80	S.G.
1-25	12/29/05	CHANGE & REVISED RCP, 24" RCP, 24" CHECK EXISTING 12" WATER LINE	S.G.
1-26	12/29/06	ADDED CURB FROM 4+28.40 TO 5+28 DUE TO TREE	S.G.
1-27	10/27/06	CITY REQ. REMOVED SURPLUS APPLIED BACK OF CB (CONCRETE NOT SHOWN)	S.G.
1-28	11/28/06	ADDED CURB FROM 3+98.08 TO 3+57 DUE TO EXISTING WATER LINE	S.G.

SUBMITTED BY: Scott Bogenrief, DEPT. ENGINEERING MANAGER, 11/28/06
RECOMMENDED BY: Donald Allen, ASSIST. FLOOD CONTROL ENGINEER, 11/28/06
APPROVED BY: Kenneth Young, FLOOD CONTROL ENGINEER, 11/30/06

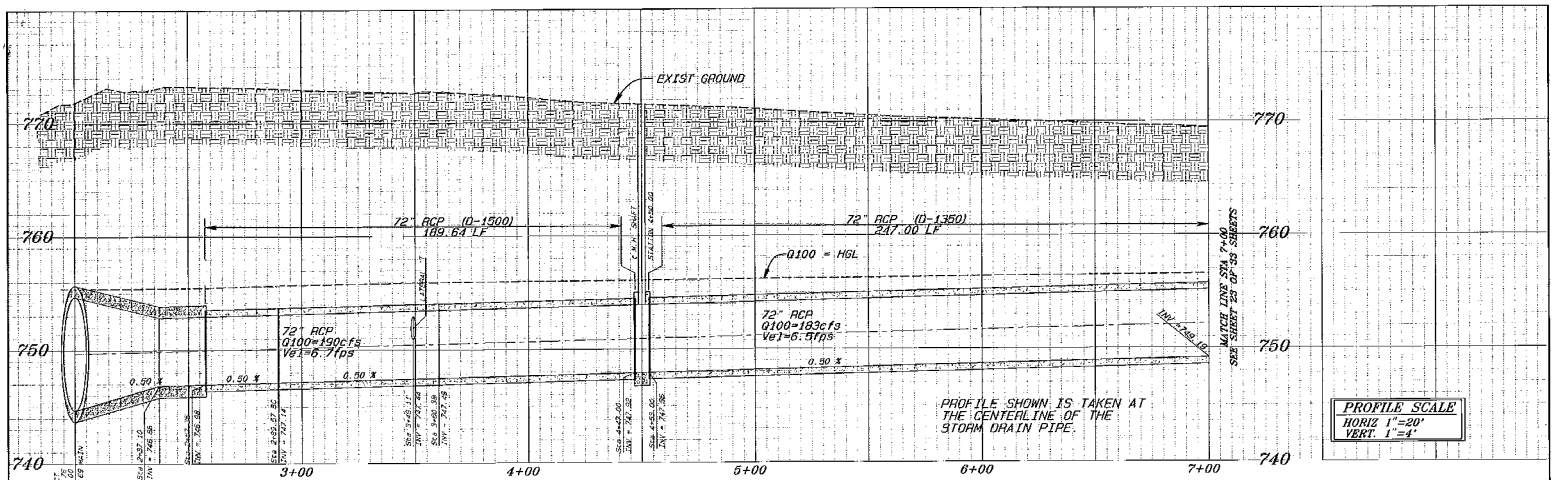
PROJ. MGR.	DES. MGR.	DRFTG MGR.	DRAWN BY
MM	R.M.M.	LMM	R.H.

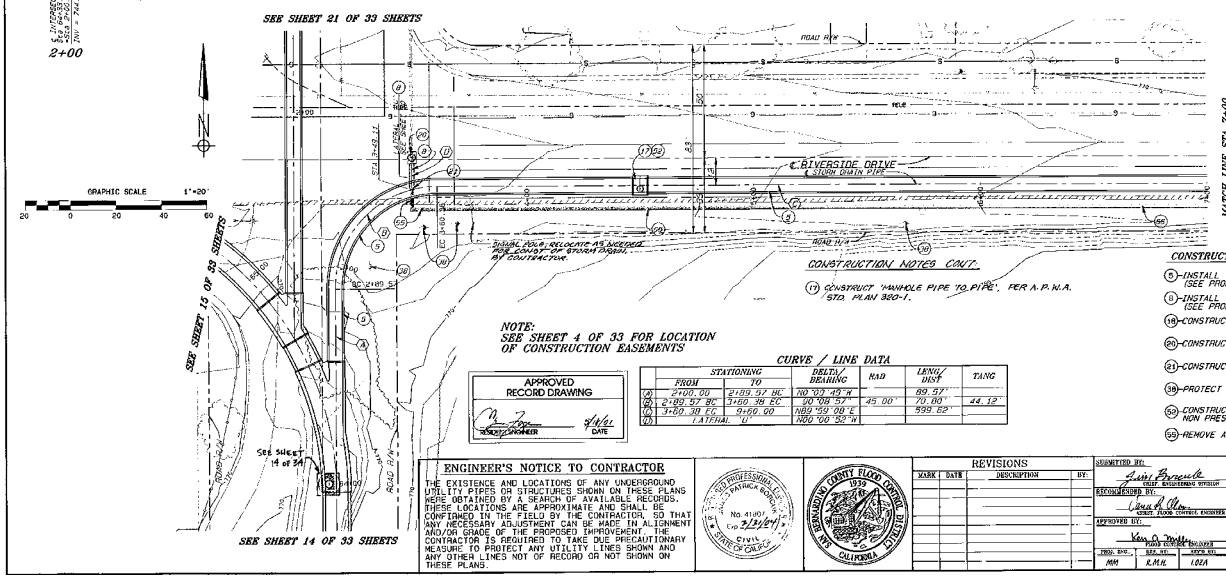
SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT
COUNTY OF SAN BERNARDINO - STATE OF CALIFORNIA

RIVERSIDE DRIVE STORM DRAIN
SEGMENT #2, PHASE II
PHASE II
PLAN & PROFILE
VINEYARD AVENUE LATERAL SD
FROM STA 1+00 TO STA 4+00

DATE 1-31-02
F.B. REF. FB 1008 PG 1421
FILE NO. 1-910-09
SHEET NO. 21 OF 34

1-907-03 30 of 43





CONSTRUCTION NOTES CONT.

(17) CONSTRUCT 'MANHOLE PIPE TO PIPE', PER A.P.W.A. STD. PLAN 320-1.

NOTE:
SEE SHEET 4 OF 33 FOR LOCATION OF CONSTRUCTION EASEMENTS

APPROVED RECORD DRAWING
ASSIST. ENGINEER 5/18/02 DATE

CURVE / LINE DATA

	STATIONING FROM	STATIONING TO	DELTA/ BEARING	RAD	LENG/ DIST	TANG
(A)	2+00.00	2+89.57 BC	N0°00'49"W		89.57'	
(B)	2+89.57 BC	3+60.38 EC	90°08'57"	45.00'	70.80'	44.12'
(C)	3+60.38 EC	9+60.00	N89°59'08"E		599.62'	
(D)	LATERAL 'U'		N00°00'52"W			

CONSTRUCTION NOTES

(5)-INSTALL 72" DIA. R.C.P. PER PLAN AND PROFILE HEREON (SEE PROFILE FOR D-LOAD)

(8)-INSTALL 24" DIA. R.C.P. PER PLAN AND PROFILE HEREON (SEE PROFILE FOR D-LOAD)

(18)-CONSTRUCT CONCRETE APRON PER DETAILS ON SHEET 31 OF 33 SHEETS.

(20)-CONSTRUCT MANHOLE PER A.P.W.A. STD. PLAN 321-1.

(21)-CONSTRUCT JUNCTION STRUCTURE PER APWA STD PLAN 331-2

(38)-PROTECT EXISTING WOOD UTILITY POLE(s). IN PLACE.

(50)-CONSTRUCT 36" 'MANHOLE SHAFT' PER A.P.W.A. STD PLAN 326-1. NON PRESSURE MANHOLE SHAFT.

(55)-REMOVE AND DISPOSE OF EXIST 12" RCP.

ENGINEER'S NOTICE TO CONTRACTOR

THE EXISTENCE AND LOCATIONS OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THESE LOCATIONS ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE IN ALIGNMENT AND/OR GRADE OF THE PROPOSED IMPROVEMENT. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURE TO PROTECT ANY UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.

REVISIONS

MARK	DATE	DESCRIPTION	BY

SUBMITTED BY: Luis Bonavente 11/18/02 CHIEF, ENGINEERING DIVISION Date
RECOMMENDED BY: Lance R. Olson 11/18/02 CHIEF, FLOOD CONTROL ENGINEER Date
APPROVED BY: Ken A. Miller 11/19/02 FLOOD CONTROL ENGINEER Date

PROJ. ENG.	REV. BY	APPR. BY	DRAWN BY
MM	R.M.H.	LOZA	R.H.

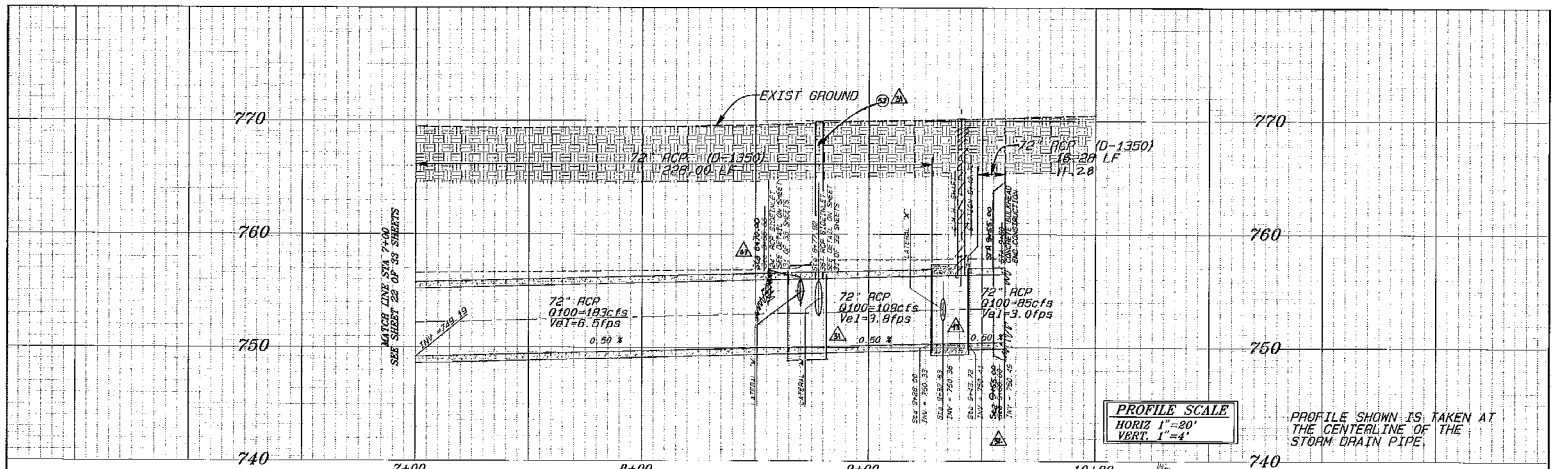
SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

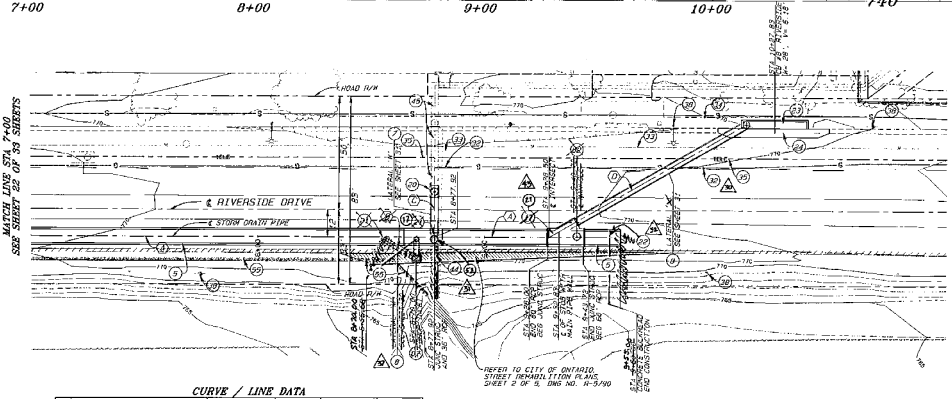
ONTARIO - CHINO SYSTEM

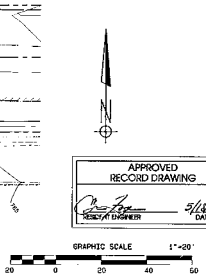
RIVERSIDE DRIVE STORM DRAIN
SEGMENT # 2, PHASE II
PHASE II
PLAN & PROFILE
RIVERSIDE DRIVE LATERAL SD
FROM STA 2+00 TO STA 7+00

DATE 1-31-02
P.E. REF. FB 4006 PG 1121
FILE NO. 1-010-00
TREAT. NO. 22 OF 34

1-909-03 31 of 43







CONSTRUCTION NOTES

(5) INSTALL 72" DIA. R.C.P. PER PLAN AND PROFILE HEREON (SEE PROFILE FOR D-LOAD)
(7) INSTALL 36" DIA. R.C.P. PER PLAN AND PROFILE HEREON (SEE PROFILE FOR D-LOAD)
(8) INSTALL 24" DIA. R.C.P. PER PLAN AND PROFILE HEREON (SEE PROFILE FOR D-LOAD)
(17) CONSTRUCT MANHOLE JUNCTION PER A.P.W.A. STD. PLAN 320-1.
(20) CONSTRUCT MANHOLE PER A.P.W.A. STD. PLAN 321-1.
(21) CONSTRUCT JUNCTION STRUCTURE PER APWA STD PLAN 331-2
(22) CONSTRUCT REINFORCED CONCRETE BULKHEAD PER MODIFIED RIVERSIDE COUNTY STD. PLAN #816
(23) CONSTRUCT CURB OPENING CATCH BASIN PER A.P.W.A. STD. PLAN 300-2
(64) CONSTRUCT LOCAL DEPRESSION AT CATCH BASINS PER A.P.W.A. STD. PLAN 313-1 (CASE-A)
(29) PROTECT EXISTING GAS LINE(S) IN PLACE
(33) PROTECT EXISTING WATER LINE(S) IN PLACE
(34) PROTECT EXISTING SEWER LINE(S) IN PLACE
(35) PROTECT EXISTING TELEPHONE LINE(S) IN PLACE
(38) PROTECT EXISTING WOOD UTILITY POLE(s), IN PLACE.
(44) REMOVE AND DISPOSE OF EXISTING 36" CSP.
(45) PROTECT EXISTING 36" CSP IN PLACE.
(52) CONSTRUCT 36" 'MANHOLE SHAFT' PER A.P.W.A. STD PLAN 326-1. NON PRESSURE MANHOLE SHAFT.
(56) REMOVE AND DISPOSE OF EXIST 12" RCP.
(57) CONSTRUCT DROP INLET PER CALTRANS STD. D73, TYPE G1.

CURVE / LINE DATA

	STATIONING FROM	STATIONING TO	DELTA / BEARING	RAD	LENG / DIST	TANG
(A)	7+00.00	9+20.00	N89°59'08"E		200.00'	
(B)	LATERAL "V"		S50°00'52"E			
(C)	LATERAL "W"		N00°00'52"W			
(D)	LATERAL "X"		N59°59'08"E			

ENGINEER'S NOTICE TO CONTRACTOR

THE EXISTENCE AND LOCATIONS OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THESE LOCATIONS ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE IN ALIGNMENT AND/OR GRADE OF THE PROPOSED IMPROVEMENT. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURE TO PROTECT ANY UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.

REGISTERED PROFESSIONAL ENGINEER — WALLY PATRICK BOWEN — No. 41901 — Exp. 3/31/07 — CIVIL — STATE OF CALIFORNIA

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT 1939 CALIFORNIA

REVISIONS			
MARK	DATE	DESCRIPTION	BY
△-3	10/29/01	2 CA.-POURED COLLARS ALONG LAT. 'X' "DELETED" DISPOSE 101 @ CAP LINES	S.G.
△-3	10/31/01	LOCATION CHANGED TO STA 8+77.02 (108 L.F. @ 18" RCP)	S.G.
△-3	10/31/01	END 72"RCP CONSTRUCTION @ STA 9+58	S.G.
△-3	11/21/01	INSTALL LAT 'V' & COLLAR @ STA 8+41	S.G.
△-4	12/20/01	CHNG. 3 TYPE TO APWA 331-2	S.G.

SUBMITTED BY: Juan Bracamonte 11/26/02 — CHIEF ENGINEERING ASSISTANT — DATE
RECOMMENDED BY: Jason A. Adams 11/26/02 — ASSIST. FLOOD CONTROL ENGINEER — DATE
APPROVED BY: Kenneth D. Trott 11/26/02 — FLOOD CONTROL ENGINEER — DATE

PREP. DES.	DES. BY	REP'D BY	DRAWN BY
MM	K.M.H.	I.B.D.A	K.H.

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT
ONTARIO - CHINO REGION
RIVERSIDE DRIVE STORM DRAIN
SEGMENT # 2, PHASE II
PHASE II
PLAN & PROFILE
RIVERSIDE DRIVE LATERAL SD
FROM STA 7+00 TO STA 9+60

DATE	1-31-03
F.B. REF.	FB 1008 PG 1421
FILE NO.	1-910-09
SHEET NO.	23 OF 31

1-909-03 32 of 43

Appendix C. ORSC Geotechnical Investigation

Appendix

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GEOTECHNICAL INVESTIGATION
FOR
ONTARIO SPORTS PARK
SE CORNER OF EAST RIVERSIDE DR AND ONTARIO AVE
ONTARIO, CA

for

City of Ontario
1425 S Bon View Ave.
Ontario, CA 91761

April 16, 2024

00-232255-01

RMA Group
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April 16, 2024

City of Ontario
1425 S Bon View Ave.
Ontario, CA 91761

Attention: Daniel Beers, Design & Construction – Principal Project Manager

Subject: Geotechnical Investigation for
Ontario Sports Park
SE Corner of East Riverside Dr and Ontario Ave
Ontario, CA

Dear Mr. Beers:

In accordance with your request, a geotechnical investigation has been completed for the above referenced project. The report addresses both engineering geologic and geotechnical conditions. The results of the investigation are presented in the accompanying report, which includes a description of site conditions, results of our field exploration, laboratory testing, conclusions, and recommendations.

We appreciate this opportunity to be of continued service to you. If you have any questions regarding this report, please do not hesitate to contact us at your convenience.

Respectfully submitted,

RMA Group

Ken Dowell, PG, CEG
Project Geologist
CEG 2470

PROFESSIONAL GEOLOGIST
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1.00 INTRODUCTION

1.01 Purpose

A draft geotechnical investigation has been completed for the proposed Sports Park to be located at the southeast corner of Vineyard Avenue and East Riverside Drive in the City of Ontario, California, California. The purpose of the investigation was to summarize geotechnical and geologic conditions at the site, to assess their potential impact on the proposed development, and to develop geotechnical and engineering geologic design parameters.

The area of the project east of Ontario Avenue was not accessible for exploration at the date of this report.

1.02 Scope of the Investigation

The general scope of this investigation included the following:

- Review of published and unpublished geologic, seismic, groundwater and geotechnical literature.
- Examination of aerial photographs.
- Contacting of underground service alert to locate onsite utility lines.
- Logging, sampling and backfilling of 17 exploratory borings drilled with a CME-75 drill rig for this portion of the project.
- Logging, sampling and backfilling of 8 exploratory trenches excavated with a tractor mounted backhoe.
- Performance of 4 soil infiltration tests in accordance with the borehole method and 2 with the double ring infiltrometer method as detailed in the San Bernardino County Technical Guidance for Water Quality Management Plans.
- Laboratory testing of representative soil samples.
- Geotechnical evaluation of the compiled data.
- Preparation of this report presenting our findings, conclusions and recommendations.

Our scope of work did not include a preliminary site assessment for the potential of hazardous materials onsite.

1.03 Site Location and Description

The proposed sports Park will be located at the southeast corner of southeast corner of East Riverside Drive and Vineyard Avenue in the southeast portion of the City of Ontario, San Bernardino County, California. Ontario Avenue crosses the site. A proposed baseball stadium and parking structure is located in the northeast portion of the overall site, athletic fields are proposed for most of the west and south portions of the site. A gymnasium and sport academy buildings are planned in the southeast corner of the site.

The site is bounded by East Riverside Drive to the north, the Cucamonga Creek Channel to the east, Chino Avenue to the south and, a nursery, and RV and boat storage property, and agricultural fields to the west (Figure 1). Its geographic position is at Latitude 34.017890° and Longitude -117.604962°. Elevation range from 750 to 780 feet above sea level.

1.04 Current and Past Land Usage

The site is currently utilized for various purposes. A dairy is located in the northeast part, agricultural fields are located on the south half of the site and an unused field is located in the northwest portion of the site. The dairy includes animal pens, a milk barn, other structures used for residences, office, equipment and feed storage. The pens are surrounded by metal pipe fencing and there are additional perimeter and some interior barbed wire fencing. The portion of the site between Ontario Avenue and the Cucamonga Creek Channel is used for nurseries, a few residential structures and horse stables. Five basins used to hold dairy water is located south of the dairy. The basins are surrounded by earthen berms. An earthen berm is located at the south end of the site, along Chino Avenue. Three dry basins surrounded by earthen berms are also located in the southeast corner of the site. The remaining portion of the site west of Ontario Avenue has been used most recently for agriculture. The southern half of the site was used to grow crops such as corn and the northwest quarter has been fallowed.

Historically, the site was used as orchards and agricultural fields since before 1938 until the late 1950's and early 1960's when the dairy was constructed. Based on aerial photographs the dairy operated up until 2013 then was vacant until it was reactivated in 2021. The east half of the current dairy was at this time used to house and train racehorses. The area south of the existing dairy basins was previously used for holding and dispersal of dairy water. Based upon the aerial photographs and conditions encountered in our exploratory borings and trenches, this area contained water periodically at depths of only a few feet deep. The basins were created using small berms wiped out by plowing after 2013 of the area for planting of crops. The existing basins had included small berms along the southern sides during the earlier dairy operations. During the most recent dairy operations, the southern portion of the basin berms were strengthened and created their current configuration.

The portion of the site east of Ontario Avenue had a dairy constructed on the north half in the late 1950's. A few residential structures and agricultural fields appear in the south half in the 1980's. The current nursery appears in the 2010's on the north half of this area. The south half of this area is currently used for three residential properties, a stable and vehicle storage.

1.05 Planned Usage

It is our understanding that the proposed construction will consist of a minor league baseball stadium, a hotel, two parking structures, a gymnasium building, athletic academy, community center buildings, community pool, a skate park retail structures, several sports fields including soccer, baseball and tennis courts and associated surface paved parking and roads.

Our investigation was performed prior to the preparation of grading or foundation plans. To aid in preparation of this report, we utilized the following assumptions:

- Maximum foundation loads of 2 to 3 kips per linear foot for continuous footings and 50 kips for isolated spread footings. As foundation loads are known they should be provided to determine if revised recommendations would be needed.
- Cuts and fills will be less than 5 feet except in the area of the baseball stadium where excavation of up to 20 feet is proposed.

1.06 Investigation Methods

Our investigation consisted of office research, field exploration, laboratory testing, review of the compiled data, and

preparation of this report. It has been performed in a manner consistent with generally accepted engineering and geologic principles and practices, and has incorporated applicable requirements of California Building Code. Definitions of technical terms and symbols used in this report include those of the ASTM International, the California Building Code, and commonly used geologic nomenclature.

Technical supporting data are presented in the attached appendices. Appendix A presents a description of the methods and equipment used in performing the field exploration and logs of our subsurface exploration. Appendix B presents a description of our laboratory testing and the test results. Standard grading specifications and references are presented in Appendices C and D, respectively.

2.00 FINDINGS

2.01 Geologic Setting

The site is located on a deep structural depression known as the upper Santa Ana River Valley. According to Fife and others (1976), the alluvial deposits beneath the site are approximately 700 to 900 feet thick and rest on a basement of granitic bedrock.

The upper Santa Ana River Valley is bordered by the San Gabriel Mountains and the active Cucamonga fault to the north, and the Puente Hills and potentially active Chino fault to the west. To the south are the Jurupa Mountains and other resistant granitic and metamorphic hills. The eastern boundary of the valley is the San Bernardino Mountains and the active San Andreas fault.

According to regional geologic mapping by Bedrossian, Hayhurst and Roffers (2010), the site is underlain by Holocene to late Pleistocene age young eolian and dune deposits (Figure 2).

2.02 Earth Materials

Our subsurface investigation encountered manure and manure impacted soil, asphalt, concrete, artificial fill and alluvium.

The manure and manure impacted soils were encountered and observed in the animal pens. The manure and manure impacted soils thickness ranged from only a few inches up to a couple feet. The manure and manure impacted soils were thicker along the edges of the pens and, particularly, between the feed aisle and shade structures in the pens where the cows congregate. Actual thickness of the manure and manure impacted soils will vary. It is typical that dairy operators will drag the pens to limit wet manure buildup by redistributing the surface by dragging the surface and moving areas of wet manure. They will also typically remove manure buildup prior to winter and then again after winter. The areas of thicker manure are the pens used for the dairy cows. The pens not used for dairy cows have thinner amounts of manure. The basins should be expected to include manure impacted soil at their bottom, but how much is unknown at this time since the basins contained water at the time of our field investigation and thus inaccessible.

Thin areas of manure were also encountered in the southeastern field area where the former shallow basing were located. The manure and organic matter encountered was within the upper 2 feet of the soil and most likely buried as part of the plowing of the fields as part of the agriculture operations in this area.

Asphalt was observed as pavement throughout the dairy and is three to four inches or less in thickness. The concrete was observed and encountered as pavement, particularly in the feed aisles between the pens. The concrete pavement is assumed to be six to eight inches thick. Other area of concrete pavement was found to be three to four inches thick.

Artificial fill was encountered consisting of gray silty sand in the pens that was encountered under the manure and was about a foot thick. This fill is expected to range from a few inches to up to three feet in the pens. The fill was placed to create drainage in the pens away from the feed aisles to the rear of the pens. Artificial fill was also encountered in the. Artificial fill was also observed as earthen berm around the basins and in the southern portion of the site. The soil in the berms appears to be excavated from the basins and is similar to the alluvial soil.

Alluvial soils encountered in our borings and observed around the site consisted of consisted of light brown to grayish-brown, gray and brown silty fine sand to sand with silt with thin layers of clay, sandy silt and trace to minor amounts of gravel. Isolated filled old stream channels were also encountered where layers of sand were encountered in a boring, but these sand layers were not continuous across the site between borings. The areas were sand with silt was encountered was in Boring B-12 at depths below 8 feet and Boring B-24 at depths 25 feet. This variation in stratigraphy is typical of alluvial depositional environments.

The subsurface soils encountered in the exploratory borings drilled at the site are described in greater detail on the logs contained in Appendix A.

2.03 Expansive Soils

Expansion testing performed in accordance with ASTM D4829 indicates that earth materials underlying the site have an expansion classification of very low.

Results of expansion test and other soil index tests are presented in Appendix B. Since site grading will redistribute earth materials, potential expansive properties should be verified at the completion of rough grading.

2.04 Surface and Groundwater Conditions

Areas of ponding or standing water were present at the time of our study. Standing water was observed within the dairy wash ponds located in the east center of the site. Based upon the topography of the site, the depth of water within the basins is expected to be less than 10 feet. Water within these basins is from runoff of wash water from the milk barn and not surface expression of groundwater levels and subsurface infiltration from the basins is expected to yield very limited saturated soils around the base of the basins, particularly south of the basins due to the natural gradient of the site. Since the basins will be pumped dry and filled with engineered fill, the water in the basins will not affect the proposed development. Other areas of local standing water were observed around the site after rainstorms and were only a foot or less deep. These areas included the lower ends of the dairy pens and the southern ends of the fields.

No springs or areas of natural seepage were found. According to Carson and Matti, 1985, the depth to groundwater beneath the project is ranges from 150 to 175 feet below the ground surface. A water well (State well 340045N1176407W001) located about 2 miles southwest of the site had a groundwater measurement on April 14, 2022 of 136 feet below the ground surface. The ground surface elevation at the well is 30 to 60 feet below the site, therefore the depth to groundwater based on the well measurement would be about 160 to 190 feet below the

ground surface.

2.05 Faults

The site is not located within the boundaries of an Earthquake Fault Zone for fault-rupture hazard as defined by the Alquist-Priolo Earthquake Fault Zoning Act and no faults are known to pass through the property. The nearest Earthquake Fault Zone is located about 7 miles to the west of the site along the Chino Central Avenue fault.

The nearest fault is the Chino Central Avenue fault located approximately 7 miles to the west.

The accompanying Regional Fault Map (Figure 4) illustrates the location of the site with respect to major faults in the region. The distance to notable faults within 100 kilometers of the site is presented on Table 1.

2.06 Historic Seismicity

The nearest historic strong earthquakes were epicentered within about 18 miles from the site. They were the 6.0 magnitude San Bernardino Earthquake that occurred in 1923 on the San Jacinto Fault and the 6.0 magnitude that occurred in the San Bernardino area in 1858. Historic strong earthquakes in the southern California region are summarized on Table 2.

Strong earthquakes that have occurred in this region in historic time and their approximate epicentral distances are summarized in Table 2.

2.07 Flooding Potential

According to the Federal Emergency Management Agency (F.I.R.M. Map No. 06071C8638H, dated August 28, 2008) the site is located in a flood hazard zone designated Zone X with 0.2 percent annual chance flood hazard, typically referred to a 500-year flood zone.

Control of surface runoff originating from within and outside of the site should, of course, be included in design of the project.

2.08 Landslides

Due to the low gradient of the site and surrounding area, landsliding is not a hazard at this property.

3.00 Conclusions and Recommendations

3.01 General Conclusion

Based on specific data and information contained in this report, our understanding of the project and our general experience in engineering geology and geotechnical engineering, it is our professional judgment that the proposed development is geologically and geotechnically feasible. This is provided that the recommendations presented below are fully implemented during design, grading and construction.

3.02 General Earthwork and Grading

All grading should be performed in accordance with the General Earthwork and Grading Specifications outlined in Appendix C, unless specifically revised or amended below. Recommendations contained in Appendix C are general specifications for typical grading projects and may not be entirely applicable to this project.

It is also recommended that all earthwork and grading be performed in accordance with Appendix J of the 2022 California Building Code and all applicable governmental agency requirements. In the event of conflicts between this report and Appendix J, this report shall govern.

3.03 Earthwork Shrinkage and Subsidence

Shrinkage is the decrease in volume of soil upon removal and recompaction expressed as a percentage of the original in-place volume. Subsidence occurs as natural ground is densified to receive fill. These factors account for changes in earth volumes that will occur during grading. Our estimates are as follows:

- Shrinkage factor = 7% - 15% for soil removed and replaced as compacted fill based upon insitu relative compaction of the soil at the date of this report. This may vary depending upon moisture content of the soil and vegetation cover at the time of grading. Soil within the upper 2 feet of the surface will have larger shrinkage due to the use of most of the western and southern areas for agriculture that included regular plowing of the soil. Depending upon the conditions at the site prior to grading, shrinkage may increase if there is a heavy cover of weeds and other vegetation that may require removal of the upper 1 to 2 feet due to roots of the plants. The soil located in the berms should be assumed to have much higher shrinkage numbers, closer to 20 to 30 percent depending upon compaction of the soil in the berm.
- Subsidence factor = 0.15 foot.

The degree to which fill soils are compacted and variations in the insitu density of existing soils will influence earth volume changes. Consequently, some adjustments in grades near the completion of grading could be required to balance the earthwork.

3.04 Removals and Overexcavation

All vegetation, trash and debris should be cleared from the grading area and removed from the site. Prior to placement of compacted fills, all non-engineered fills and loose, porous, or compressible soils will need to be removed down to competent ground. Removal and requirements will also apply to cut areas, if the depth of cut is not sufficient to reach competent ground. Removed and/or overexcavated soils may be moisture-conditioned and recompacted as engineered fill, except for soils containing detrimental amounts of organic material. Estimated depths of removals are as follows:

- Non-engineered fill ranging from less than 1 foot to 3 feet deep was encountered and observed within the property, particularly within the existing cattle pens. Non-engineered fill ranging from 1 to 10 feet in height was also observed as earthen berms around the dairy basins and in the southern portion of the site. Complete removal of these fills and underlying compressible native soils will need to be performed. If other non-engineered fills are encountered during grading, they will also need to be removed along with any underlying compressible native soils.

- Manure and manure impacted soils were encountered and observed within the existing cattle pens and

in the southeastern field. At the time of our field investigation, manure in the pens ranged from only a few inches up to 2 to 3 feet thick. The amount of manure on the surface of the pens will vary and the actual thickness when dairy operations cease will be different than what was encountered during our field investigation. Additional investigation of manure and manure impacted soil may be done after dairy operations have ceased and the pens cleaned of manure to dairy standards or during demolition and cleanup of the dairies and prior to commencement of grading to determine actual removals needed. It is expected that manure impacted soils will be found at the bottom of the dairy wash ponds, however at the time of our field investigation they were full of water and inaccessible. Actual depth of removal of these soils should be reviewed once the basing have been pumped dry after the dairy operations cease.

Manure and organic impacted soils were also observed in the upper 2 to 3 feet of the southeastern field. This is due to the prior use of this area as dairy water containment and the plowing operations after 2013 that mixed surface organics and manure into the upper 2 feet of the soil. Removals in this area should extend to a depth of 3 feet to remove any organic and manure impacted soil.

- Loose, porous and compressible native soils were encountered to depths of about 2 to 5 feet below existing grades. The average depth of removal of these soils is expected to be 4 feet with some local areas extending to 6 feet below the existing ground surface or the base of existing non-engineered fill.

- Areas of deep excavations, such as the baseball stadium that is planned for excavation to reach field level of over 15 feet, that competent native soil will be encountered. At these deeper removals, once design elevation is reached the geotechnical engineer's representative should review soil conditions and if found suitable the surface should be scarified to a minimum depth of 12 inches, moisture conditioned and compacted to at least 90 percent of the maximum dry density.

- It is expected that competent native soils will be encountered in cuts deeper than approximately 3 to 5 feet below existing grade or the base of existing non-engineered fill. Provided competent soils are exposed, these cut surfaces should be scarified to a minimum depth of 12 inches, moisture conditioned and compacted to at least 90 percent of the maximum dry density, provided that footing overexcavation requirements are met.

- Soils disturbed by demolition of existing structures will need to be over-excavated to competent native ground and then scarified to a minimum depth of 12 inches, moisture conditioned and compacted to at least 90 percent of the maximum dry density

- The asphalt and concrete currently onsite may be either processed and placed in the compacted fill, or hauled off the site. If the asphalt and concrete is use as fill material, it must be broken down to approximately 4 to 8-inch particles and mixed thoroughly with on-site soils. No large and flat pieces are to be used for fill. If asphalt is processed by grinding, it cannot be used in fills and must be removed from the site.

In addition to the above requirements, overexcavation will also need to meet the following criteria for the building pads, concrete flatwork and pavement areas:

- All footing areas, both continuous and spread, shall be undercut, moistened, and compacted as necessary to produce soils compacted to a minimum of 90% relative compaction to a depth equal to the width of the footing below the bottom of the footing or to a depth of 3 feet below the bottom of the footing, whichever

is less. Footing areas shall be defined as the area extending from the edge of the footing for a distance of 5 feet.

- All floor slabs shall be underlain by a minimum of 12 inches of soil compacted to a minimum of 90% relative compaction.

- All concrete flatwork and paved areas shall be underlain by a minimum of 12 inches of soil compacted to a minimum of 95% relative compaction. The 12 inches of compacted soil may be achieved by scarifying, moisture conditioning and compacting the soil at finish subgrade elevations.

- Overexcavation will not be required for the pole foundations.

The exposed soils beneath all overexcavation should be scarified an additional 12 inches, moisture conditioned and compacted to a minimum of 90% relative compaction.

The above recommendations are based on the assumption that soils encountered during field exploration are representative of soils throughout the site. However, there can be unforeseen and unanticipated variations in soils between points of subsurface exploration. Hence, overexcavation depths must be verified, and adjusted if necessary, at the time of grading. The overexcavated materials may be moisture-conditioned and re-compacted as engineered fill.

3.05 Rippability and Rock Disposal

Our exploratory borings were advanced without difficulty and no oversize materials were encountered in our subsurface investigation. Accordingly we expect that all earth materials will be rippable with conventional heavy duty grading equipment and oversized materials are not expected.

3.06 Subdrains

Groundwater and surface water were not encountered during the course of our investigation, the proposed grading is will not fill any large canyons and the underlying soils are fairly permeable. Consequently, installation of canyon subdrains is not expected to be necessary.

3.07 Permanent Fill and Cut Slopes

Fill and cut slopes constructed at inclinations of 2 horizontal to 1 vertical or flatter are expected to be grossly and surficially stable. This is provided that fill slopes are properly keyed and compacted, as indicated in Appendix C, and cut slopes expose competent native soils. Cut and fill slope stability should be further reviewed upon development of a grading plan.

3.08 Faulting

Since the site is not located within the boundaries of an Earthquake Fault Zone and no faults are known to pass through the property, surface fault rupture within the site is considered unlikely.

3.09 Seismic Design Parameters

The potential damaging effects of regional earthquake activity must be considered in the design of structures.

ASCE 7-16, Site-Specific Response Spectra

A site-specific seismic hazard has been performed using the SCEC UGMS MCER Tool available at https://data2.scec.org/ugms-mcerGM-tool_v18.4/ in accordance with the 2022 California Building Code and Section 21 of ASCE 7-16. A risk category of III was also utilized. The methodology and results of the site-specific analysis are presented in Appendix D. The recommended site-specific seismic design parameters are summarized in the table below.

Site Specific Design Parameters

Design Acceleration Parameter	Value (g)
S_{DS}	1.349
S_{D1}	0.806
S_{MS}	2.024
S_{M1}	1.210

The numerical values for the site-specific MCE_R and Design response spectra are provided in the table below.

Period (s)	Site Specific MCER Sa (g)	Site Specific Design Response Spectrum (g)
0.01	0.932	0.621
0.02	0.936	0.624
0.03	0.955	0.637
0.05	1.066	0.711
0.075	1.269	0.846
0.1	1.442	0.961
0.15	1.716	1.144
0.2	1.928	1.285
0.25	2.111	1.408
0.3	2.249	1.499
0.4	2.24	1.493
0.5	2.07	1.38
0.75	1.58	1.054
1	1.21	0.806
1.5	0.785	0.523
2	0.559	0.372
3	0.348	0.232
4	0.248	0.165
5	0.192	0.128
7.5	0.117	0.078
10.0	0.077	0.052

The Seismic Design Category is D for all Risk Categories (CBC Section 1613A.5.6). Consequently, as required for Seismic Design Categories D through F by CBC Section 1803A.5.12, lateral pressures for earthquake ground motions, liquefaction and soil strength loss have been evaluated (see Sections 3.10 and 3.16).

In addition, the calculated maximum considered earthquake geometric mean peak ground acceleration (MCE_G) is PGA_M = 0.778g.

3.10 Liquefaction and Secondary Earthquake Hazards

Potential secondary seismic hazards that can affect land development projects include liquefaction, tsunamis, seiches, seismically induced settlement, seismically induced flooding and seismically induced landsliding.

Liquefaction

Liquefaction is a phenomenon where earthquake-induced ground motions increase the pore pressure in saturated, sand-like soils until it is equal to the confining, overburden pressure. When this occurs, the soil can completely lose its shear strength and enter a liquefied state. The possibility of liquefaction is dependent upon grain size, relative density, confining pressure, saturation of the soils, and intensity and duration of ground motion. In order for liquefaction to occur, three criteria must be met: underlying loose, sand-like soils, a groundwater depth of less than about 50 feet, and a potential for seismic shaking from nearby large-magnitude earthquake.

As ground water table was not encountered in the upper 50 ft and per Section 2.04 above, the ground water table may be much deeper, liquefaction at the site is unlikely to occur and hence it is not a design concern.

Tsunamis and Seiches

Tsunamis are sea waves that are generated in response to large-magnitude earthquakes. When these waves reach shorelines, they sometimes produce coastal flooding. Seiches are the oscillation of large bodies of standing water, such as lakes, that can occur in response to ground shaking. Tsunamis and seiches do not pose hazards due to the inland location of the site and lack of nearby bodies of standing water.

Seismically Induced Settlement

Seismically induced settlement occurs most frequently in areas underlain by loose, granular sediments. Damage as a result of seismically induced settlement is most dramatic when differential settlement occurs in areas with large variations in the thickness of underlying sediments. Settlement caused by ground shaking is often non-uniformly distributed, which can result in differential settlement.

Seismic settlement was evaluated for the Design Earthquake event using an empirical method developed by Tokimatsu and Seed (1987) based on site-specific SPT blow count and grain size data obtained from our borings. We estimate 0.70-inch of total seismically induced ground settlement may occur at the site when subjected to a Design Earthquake event (see calculations in Appendix D). In our opinion, differential seismic settlement may be taken as one-half of the computed total seismic settlement over 30 feet. Calculations of seismically induced settlements are presented in Appendix D.

Seismically Induced Flooding

According to City of Ontario General Plan (2010), the site is located in the potential inundation area of San Antonio Dam.

Seismically Induced Landsliding

Due to the low gradient of the site, the potential for seismically induced landsliding is nil. This assumes that any slopes created during development of the site will be properly designed and constructed. It should be noted that the California Geological Survey has not yet prepared a Seismic Hazard Zone Map of potential earthquake-induced landslide hazards for the quadrangle in which the site is located.

3.11 Foundations

Isolated spread footings and/or continuous wall footings are recommended to support the proposed structures. If the recommendations in the section on grading are followed and footings are established in firm native soils or compacted fill materials, footings may be designed using the following allowable soil bearing values:

- Continuous Wall Footings:

  Footings having a minimum width of 12 inches and a minimum depth of 12 inches below the lowest adjacent grade have allowable bearing capacity of 2,000 pounds per square foot (psf). This value may be increased by 10% for each additional foot of width and/or depth to a maximum value of 3,500 psf.

- Isolated Spread Footings:

  Footings having a minimum width of 12 inches and a minimum depth of 12 inches below the lowest adjacent grade have allowable bearing capacity of 2,000 psf. This value may be increased by 10% for each additional foot of width or depth to a maximum value of 3,500 psf.

- Retaining Wall Footings:

  Footings for retaining walls should be founded a minimum depth of 12 inches and have a minimum width of 12 inches. Footings may be designed using the allowable bearing capacity and lateral resistance values recommended for building footings. However, when calculating passive resistance, the upper 6 inches of the footings should be ignored in areas where the footings will not be covered with concrete flatwork. This value may also be increased by 10% for each additional foot of width or depth to a maximum value of 3,000 psf. Reinforcement should be provided for structural considerations as determined by the design engineer.

- Sitework Element Footings:

  Footings for sitework elements (i.e. seat walls, planters, site/screening walls not retaining soil, and ball walls should be founded a minimum depth of 12 inches and have a minimum width of 12 inches. Footings may be designed using the allowable bearing capacity and lateral resistance values recommended for building footings. This value may also be increased by 10% for each additional foot of width or depth to a maximum value of 3,500 psf. Reinforcement should be provided for structural considerations as determined by the design engineer.

- Lateral Earth Resistance for Pole Foundations:

  Lateral bearing pressures of 150 psf/ft below design grade may be used.

  Construction

  Exploratory borings drilled for this investigation were advanced using continuous augers. Therefore, there is no indication as to the amount of caving that should be anticipated. However, caving of granular soils would be expected to occur during installation of pole foundations. It should be cautioned that the diameter of the piles may vary along their lengths possibly due to over-drilling or soil caving during construction. The contractor should be prepared to employ proper equipment for successful drilling. The contractor shall be prepared to employ temporary casing at his discretion, or to utilize other methods of advancing the pole foundations or other temporary shoring elements, to mitigate the potential of soil caving. Excavations should not be allowed to stand open overnight; excavations should be poured as soon as possible after inspection. The actual required depths should be field verified by the project geotechnical engineer or his representative.

- Musco Lighting Pole Foundations:

  The following may be used for pier/pole foundation recommendations for Musco Lighting light poles:

  Allowable skin friction / vertical bearing pressure: 500psf

  The allowable lateral bearing pressure shall be taken as 150 psf/ft with allowable increase of 50% for depths greater than 12 feet.

  The effective width for lateral bearing pressure will be 3 times the diameter of the pier footing.

  The minimum distance of the pole foundations from the adjacent building shall be no less than 3 times the diameter of the pole foundation to prevent surcharging the adjacent building foundations. If this minimum distance cannot be maintained, then the design shall neglect the passive pressure to a depth equal to 3 times the diameter of the pile below the ground surface.

  There are no requirements for casing during construction. Groundwater was not encountered in our borings and not expected during excavation for the pole foundation.

The above bearing capacities represent an allowable net increase in soil pressure over existing soil pressure and may be increased by one-third for short-term wind or seismic loads. The maximum expected settlement of footings designed with the recommended allowable bearing capacity is expected to be on the order of ½ inch with differential settlement on the order of ¼ inch.

3.12 Foundation Setbacks from Slopes

Setbacks for footings adjacent to slopes should conform to the requirements of the California Building Code. Specifically, footings should maintain a horizontal distance or setback between any adjacent slope face and the bottom outer edge of the footing.

For slopes descending away from the foundation, the horizontal distance may be calculated by using h/3, where h is

the height of the slope. The horizontal setback should not be less than 5 feet, nor need not be greater than 40 feet per the California Building Code. Where structures encroach within the zone of h/3 from the top of the slope the setback may be maintained by deepening the foundations. Flatwork and utilities within the zone of h/3 from the top of slope may be subject to lateral distortion caused by gradual downslope creep. Walls, fences and landscaping improvements constructed at the top of descending slopes should be designed with consideration of the potential for gradual downslope creep.

For ascending slopes, the horizontal setback required may be calculated by using h/2 where h is the height of the slope. The horizontal setback need not be greater than 15 feet per the California Building Code.

3.13 Slabs on Grade

We recommend the use of unreinforced slabs on grade for structures. These floor slabs should have a minimum thickness of 4 inches and should be divided into squares or rectangles using weakened plane joints (contraction joints), each with maximum dimensions not exceeding 15 feet. Contraction joints should be made in accordance with American Concrete Institute (ACI) guidelines. If weakened plane joints are not used, then the slabs shall be reinforced with at a minimum 6x6-10/10 welded wire fabric placed at mid-height of the slab. The project structural engineer may require additional reinforcement.

If heavy concentrated or moving loads are anticipated, slabs should be designed using a modulus of subgrade reaction (k) of 150psi/in when soils are prepared in conformance with the grading recommendations contained within the report.

Special care should be taken on floors slabs to be covered with thin-set tile or other inflexible coverings. These areas may be reinforced with 6x6-10/10 welded wire fabric placed at mid-height of the slab, to mitigate drying shrinkage cracks. Alternatively, inflexible flooring may be installed with unbonded fabric or liners to prevent reflection of slab cracks through the flooring.

A moisture vapor retarder/barrier is recommended beneath all slabs-on-grade that will be covered by moisture-sensitive flooring materials such as vinyl, linoleum, wood, carpet, rubber, rubber-backed carpet, tile, impermeable floor coatings, adhesives, or where moisture-sensitive equipment, products, or environments will exist. We recommend that design and construction of the vapor retarder or barrier conform to Section 1805 of the 2019 California Building Code (CBC) and pertinent sections of American Concrete Institute (ACI) guidance documents 302.1R-04, 302.2R-06 and 360R-10.

The moisture vapor retarder/barrier should consist of a minimum 10 mils thick polyethylene with a maximum perm rating of 0.3 in accordance with ASTM E 1745. Seams in the moisture vapor retarder/barrier should be overlapped no less than 6 inches or in accordance with the manufacturer's recommendations. Joints and penetrations should be sealed with the manufacturer's recommended adhesives, pressure-sensitive tape, or both. The contractor must avoid damaging or puncturing the vapor retarder/barrier and repair any punctures with additional polyethylene properly lapped and sealed.

ACI guidelines allow for the placement of moisture vapor retarder/barriers either directly beneath floor slabs or below an intermediate granular soil layer.

Placing the moisture retarder/barrier directly beneath the floor slab will provide improved curing of the slab bottom and will eliminate potential problems caused by water being trapped in a granular fill layer. Concrete

slabs poured directly on a vapor retarder/barrier can experience shrinkage cracking and curling due to differential rates of curing through the thickness of the slab. Therefore, for concrete placed directly on the vapor retarded, we recommend a maximum water cement ratio of 0.45 and the use of water-reducing admixtures to increase workability and decrease bleeding.

If granular soil is placed over the vapor retarder/barrier, we recommend that the layer be at least 2 inches thick in accordance with traditional practice in southern California. Granular fill should consist of clean fine graded materials with 10 to 30% passing the No. 100 sieve and free from clay or silt. The granular layer should be uniformly compacted and trimmed to provide the full design thickness of the proposed slab. The granular fill layer should not be left exposed to rain or other sources of water such as wet-grinding, power washing, pipe leaks or other processes, and should be dry at the time of concrete placement. Granular fill layers that become saturated should be removed and replaced prior to concrete placement.

An additional layer of sand may be placed beneath the vapor retarder/barrier at the developer's discretion to minimize the potential of the retarder/barrier being punctured by underlying soils.

3.14 Miscellaneous Concrete Flatwork

Miscellaneous concrete flatwork and walkways may be designed with a minimum thickness of 4 inches. Large slabs should be reinforced with a minimum of 6x6-10/10 welded wire mesh placed at mid-height in the slab. Control joints should be constructed to create squares or rectangles with a maximum spacing of 15 feet.

Walkways may be constructed without reinforcement. Walkways should be separated from foundations with a thick expansion joint filler. Control joints should be constructed into non-reinforced walkways at a maximum of 5 feet spacing.

The subgrade soils beneath all miscellaneous concrete flatwork should be compacted to a minimum of 90 percent relative compaction for a minimum depth of 12 inches. The geotechnical engineer should monitor the compaction of the subgrade soils and perform testing to verify that proper compaction has been obtained.

3.15 Footing Excavation and Slab Preparations

All footing excavations should be observed by the geotechnical consultant to verify that they have been excavated into competent soils. The foundation excavations should be observed prior to the placement of forms, reinforcement steel, or concrete. These excavations should be evenly trimmed and level. Prior to concrete placement, any loose or soft soils should be removed. Excavated soils should not be placed on slab or footing areas unless properly compacted.

Prior to the placement of the moisture barrier and sand, the subgrade soils underlying the slab should be observed by the geotechnical consultant to verify that all under-slab utility trenches have been properly backfilled and compacted, that no loose or soft soils are present, and that the slab subgrade has been properly compacted to a minimum of 90 percent relative compaction within the upper 12 inches.

Footings may experience and overall loss in bearing capacity or an increased potential to settle where located in close proximity to existing or future utility trenches. Furthermore, stresses imposed by the footings on the utility lines may cause cracking, collapse and/or a loss of serviceability. To reduce this risk, footings should extend below a 1:1 plane projected upward from the closest bottom of the trench.

Slabs on grade and walkways should be brought to a minimum of 2% and a maximum of 6% above their optimum moisture content for a depth of 18 inches prior to the placement of concrete. The geotechnical consultant should perform insitu moisture tests to verify that the appropriate moisture content has been achieved a maximum of 24 hours prior to the placement of concrete or moisture barriers.

3.16 Lateral Load Resistance

Lateral loads may be resisted by soil friction and the passive resistance of the soil. The following parameters are recommended.

- Passive Earth Pressure = 500 pcf (equivalent fluid weight).
- Coefficient of Friction (soil to footing) = 0.48
- Retaining structures should be designed to resist the following lateral active earth pressures:

Surface Slope of Retained Materials (Horizontal:Vertical)	Equivalent Fluid Weight (pcf)
Level	30
5:1	32
4:1	33
3:1	35
2:1	41

These active earth pressures are only applicable if the retained earth is allowed to strain sufficiently to achieve the active state. The required minimum horizontal strain to achieve the active state is approximately 0.0025H. Retaining structures should be designed to resist an at-rest lateral earth pressure if this horizontal strain cannot be achieved.

- At-rest Lateral Earth Pressure = 50 pcf (equivalent fluid weight)

The Mononobe-Okabe method is commonly utilized for calculating seismically induced active and passive lateral earth pressures and is based on the limit equilibrium Coulomb theory for static stress conditions. This method entails three fundamental assumptions (e.g., Seed and Whitman, 1970): Wall movement is sufficient to ensure either active or passive conditions, the driving soil wedge inducing the lateral earth pressures is formed by a planar failure surface starting at the heel of the wall and extending to the free surface of the backfill, and the driving soil wedge and the retaining structure act as rigid bodies, and therefore, experiences uniform accelerations throughout the respective bodies (U.S. Army Corps of Engineers, 2003, Engineering and Design - Stability Analysis of Concrete Structures).

- Seismic Lateral Earth Pressure = 21 pcf (equivalent fluid weight).

The seismic lateral earth pressure given above is a triangle increasing with depth, and the resultant of this pressure is an increment of force which should be applied to the back of the wall at 1/3 of the wall height from the wall base. The seismic increment of earth pressure should be added to the static active earth pressure. Even for the at-rest

(Ko) condition, the seismic increment of earth pressure should be added to the static active earth pressure, not to the at-rest static earth pressure (SEAOC Seismology Committee 2019).

Per 2022 CBC Section 1803.5.12 dynamic seismic lateral earth pressures shall be applied to foundation walls and retaining walls supporting more than 6 feet of backfill. Dynamic seismic lateral earth pressures may also be applied to shorter walls at the discretion of the structural engineer.

3.17 Drainage and Moisture Proofing

Surface drainage should be directed away from the proposed structure into suitable drainage devices. Neither excess irrigation nor rainwater should be allowed to collect or pond against building foundations or within low-lying or level areas of the lot. Surface waters should be diverted away from the tops of slopes and prevented from draining over the top of slopes and down the slope face.

Walls and portions thereof that retain soil and enclose interior spaces and floors below grade should be waterproofed and dampproofed in accordance with CBC Section 1805.

Retaining structures should be drained to prevent the accumulation of subsurface water behind the walls. Backdrains should be installed behind all retaining walls exceeding 3 feet in height. A typical detail for retaining wall back drains is presented in Appendix C. All backdrains should be outlet to suitable drainage devices. Retaining wall less than 3 feet in height should be provided with backdrains or weep holes. Dampproofing and/or waterproofing should also be provided on all retaining walls exceeding 3 feet in height.

3.18 Cement Type and Corrosion Potential

Soluble sulfate tests indicate that concrete at the subject site will have a negligible exposure to water-soluble sulfate in the soil. Our recommendations for concrete exposed to sulfate-containing soils are presented in the table below.

Recommendations for Concrete exposed to Sulfate-containing Soils

Sulfate Exposure	Water Soluble Sulfate (SO_4) in Soil (% by Weight)	Sulfate (SO_4) in Water (ppm)	Cement Type (ASTM C150)	Maximum Water-Cement Ratio (by Weight)	Minimum Compressive Strength (psi)
Negligible	0.00 - 0.10	0-150	--	--	2,500
Moderate	0.10 - 0.20	150-1,500	II	0.50	4,000
Severe	0.20 - 2.00	1,500-10,000	V	0.45	4,500
Very Severe	Over 2.00	Over 10,000	V plus pozzolan or slag	0.45	4,500

Use of alternate combinations of cementitious materials may be permitted if the combinations meet design recommendations contained in American Concrete Institute guideline ACI 318-11.

The soils were also tested for soil reactivity (pH), electrical resistivity (ohm-cm) and chloride content. The test results

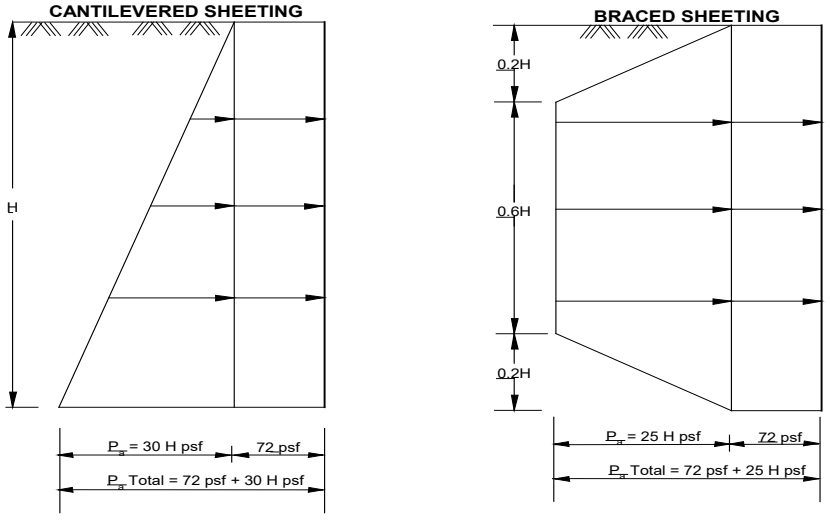
indicate that the on-site soils have a soil reactivity of 6.8, an electrical resistivity of 770 ohm-cm, and a chloride content of 153 ppm. Note that:

- A neutral or non-corrosive soil has a pH value ranging from 5.5 to 8.4.
- Generally, soils that could be considered moderately corrosive to ferrous metals have resistivity values of about 3,000 ohm-cm to 10,000 ohm-cm. Soils with resistivity values less than 3,000 ohm-cm can be considered corrosive and soils with resistivity values less than 1,000 ohm-cm can be considered extremely corrosive.
- Chloride contents of approximately 500 ppm or greater are generally considered corrosive.

Based on our analysis, it appears that the underlying onsite soils are corrosive to ferrous metals. Protection of buried pipes utilizing coatings on all underground pipes; clean backfills and a cathodic protection system can be effective in controlling corrosion. A qualified corrosion engineer may be consulted to further assess the corrosive properties of the soil.

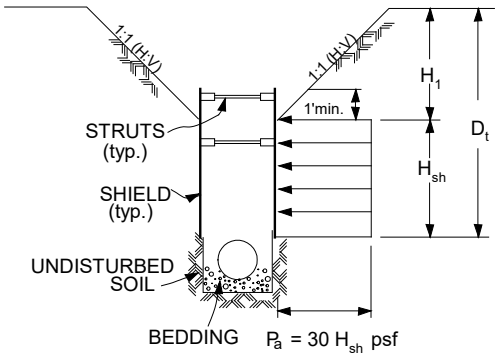
3.19 Temporary Slopes

Excavation of utility trenches will require either temporary sloped excavations or shoring. Temporary excavations in existing alluvial soils may be safely made at an inclination of 1:1 or flatter. If vertical sidewalls are required in excavations greater than 5 feet in depth, the use of cantilevered or braced shoring is recommended. Excavations less than 5 feet in depth may be constructed with vertical sidewalls without shoring or shielding. Our recommendations for lateral earth pressures to be used in the design of cantilevered and/or braced shoring are presented below. These values incorporate a uniform lateral pressure of 72 psf to provide for the normal construction loads imposed by vehicles, equipment, materials, and workmen on the surface adjacent to the trench excavation. However, if vehicles, equipment, materials, etc., are kept a minimum distance equal to the height of the excavation away from the edge of the excavation, this surcharge load need not be applied.



SHORING DESIGN: LATERAL SHORING PRESSURES

Design of the shield struts should be based on a value of 0.65 times the indicated pressure, Pa, for the approximate trench depth. The wales and sheeting can be designed for a value of 2/3 the design strut value.



HEIGHT OF SHIELD, H_{sh} = DEPTH OF TRENCH, D_t , MINUS DEPTH OF SLOPE, H_1

TYPICAL SHORING
DETAIL

Placement of the shield may be made after the excavation is completed or driven down as the material is excavated from inside of the shield. If placed after the excavation, some overexcavation may be required to allow for the shield width and advancement of the shield. The shield may be placed at either the top or the bottom of the pipe zone. Due to the anticipated thinness of the shield walls, removal of the shield after construction should have negligible effects on the load factor of pipes. Shields may be successively placed with conventional trenching equipment.

Vehicles, equipment, materials, etc. should be set back away from the edge of temporary excavations a minimum distance of 15 feet from the top edge of the excavation. Surface waters should be diverted away from temporary excavations and prevented from draining over the top of the excavation and down the slope face. During periods of heavy rain, the slope face should be protected with sandbags to prevent drainage over the edge of the slope, and a visqueen liner placed on the slope face to prevent erosion of the slope face.

Periodic observations of the excavations should be made by the geotechnical consultant to verify that the soil conditions have not varied from those anticipated and to monitor the overall condition of the temporary excavations over time. If at any time during construction conditions are encountered which differ from those anticipated, the geotechnical consultant should be contacted and allowed to analyze the field conditions prior to commencing work within the excavation.

Cal/OSHA construction safety orders should be observed during all underground work.

3.20 Soil Infiltration Testing

Four soil infiltration tests were performed using the bore hole percolation test procedure and three infiltration tests per the dual ring infiltrometer method as described in the San Bernardino County Stormwater Program Technical Guidance Document for Water Quality Management Plans (WQMP).

The testing was performed in 8-inch diameter borings that were drilled with a truck mounted CME-75 drill rig. The test holes extended to depths of 10 feet below the existing ground surface. The tests were performed in alluvial soil

consisting of silty fine sand in Boring B-11 and sand in Boring B-12, classified as SM and SP, respectively, by the Unified Soil Classification System.

Prior to performing the tests, the auger used to drill the test holes was rotated until cuttings were removed from the hole. A 3-inch diameter perforated PVC pipe was then inserted into each test boring through the auger. A filter sock was installed around the pipe prior to placement in the boring in lieu of gravel or sand packing to prevent siltation in the pipe during testing and to facilitate removal of the pipe at the conclusion of the testing. Water levels were measured to the nearest 0.01 of a foot using an electronic well sounder. The test holes were presoaked for 60 minutes and water levels were measured every 30 minutes in B-11 and 10 minutes in B-12 because the initial water seeped away in less than 30 minutes. A total of 6 measurements were made following completion of presoaking.

The infiltrometer equipment consisted of two calibrated plastic cylinders, two aluminum rings, constant level float values, shutoff values, and plastic tubing to connect the cylinders and aluminum rings. Calibrations were marked directly on the plastic cylinders. The cylinder feeding the inner ring was graduated to 5,000 ml and the cylinder feeding the outer ring was graduated to 13,000 ml. The cylinders were connected to special supports to prevent tipping and to maintain proper height. The aluminum rings were 12 and 24 inches in diameter and 20 inches high. The float valves were used to maintain a constant water level in the aluminum rings. Infiltration rate of water during the test was determined by monitoring volume changes in the calibrated cylinders. Testing continued until a relatively uniform infiltration rate was obtained.

Results of the testing are summarized in the table below.

Soil Infiltration Rates

Test No.	Depth (ft)	Soil Type	Infiltration Rate (in/hr)
B-11	10	SM	1.25
B-12	10	SP	13.25
B-18	10	SM	1.07
B-20	10	SM	1.06
T-1	1	SM	1.00
T-3	1	SM	1.07
T-5	1	SM	1.06

Design of the infiltration systems should include an appropriate factor of safety to account for degradation of soil conditions by fine grained materials carried by runoff, potential growth of vegetation, accumulation of trash and other appropriate considerations. The factor of safety should be determined in accordance with the methodology presented in San Bernardino County Program – Technical Guidance Document for Water Quality Management Plans (Appendix D, Section VII) using a medium concern for the assessment method, low concerns for texture class (granular soils) and soil variability (relatively homogeneous soils), a low concern for groundwater (depth to groundwater greater than 100 feet), and appropriate design related considerations. Per the Technical Guidance Document, the factor a safety should not be less than 2. We recommend that the slowest field test rate (P-1, 1.07 in/hr) be used to determine the design rate for the proposed infiltration systems. As discussed in Section 2.02, the sand layers encountered in some of our borings are most likely buried paleo-channels within the overall alluvial deposition pattern and are not continuous across the borings and are considered incongruous. Infiltration systems that are located within these paleo-channels may exhibit lowered infiltration rates as the wetted front encounters the prevalent silty fine sand.

The infiltrometer results were completed within 1 foot of the existing ground surface to determine intrinsic infiltration of the near surface soils for use in designing the turf field surfaces. These rates were obtained from the existing ground conditions. The actual conditions during construction are liable to be different, especially due to

construction activities that will compact the surface soil. Therefore, the minimum infiltration rate of the surface soil should have a factor of safety of at least 2 applied to account for the compaction of the surface soil during construction.

The above rates apply to existing natural soils. Compaction of soils will reduce infiltration rates. Therefore soils at the bottom of the proposed infiltration systems should not be rolled or otherwise compacted, and construction traffic should not be allowed in the area where the infiltration systems will be constructed. A maintenance plan should also be developed and implemented to restore infiltration properties of soils that may be impacted by sedimentation or other adverse conditions.

The test data sheets for the soil infiltration tests are presented in Appendix A.

3.21 Utility Trench Backfill

The onsite fill soils will not be suitable for use as pipe bedding for buried utilities. All pipes should be bedded in a sand, gravel or crushed aggregate imported material complying with the requirements of the Standard Specifications for Public Works Construction Section 306-1.2.1. Crushed rock products that do not contain appreciable fines should not be utilized as pipe bedding and/or backfill. Bedding materials should be densified to at least 90% relative compaction (ASTM D1557) by mechanical methods. The geotechnical consultant should review and approve of proposed bedding materials prior to use.

All utility trench backfill within street right of way, utility easements, under or adjacent to sidewalks, driveways, or building pads should be observed and tested by the geotechnical consultant to verify proper compaction. Trenches excavated adjacent to foundations should not extend within the footing influence zone defined as the area within a line projected at a 1:1 drawn from the bottom edge of the footing. Trenches crossing perpendicular to foundations should be excavated and backfilled prior to the construction of the foundations. The excavations should be backfilled in the presence of the geotechnical engineer and tested to verify adequate compaction beneath the proposed footing.

Cal/OSHA construction safety orders should be observed during all underground work.

3.22 Pavement Sections

An R-value test was performed on the anticipated subgrade soil at the site in order to provide information on their soil properties for design of pavement structural sections. The R-value test was done in compliance with CTM-301. Structural sections were designed using the procedures outlined in Chapter 630 of the California Highway Design Manual (Caltrans, 2023) and the Caltrans Mechanistic-Emperical Tool program that utilizes an equivalent resilient modulus, traffic index and project climate to calculate asphalt pavement sections. This procedure uses the principle that the pavement structural section must be of adequate thickness to distribute the load from the design traffic index (TI) to the subgrade soils in such a manner that the stresses from the applied loads do not exceed the resilient modulus (M_r) of the soil.

Development of the design traffic indexes on the basis of a traffic study is beyond the scope of this report; however, our experience indicates that a traffic index of 5.0 is typical for automobile traffic lanes and parking and that a traffic index of 7.0 is typical for truck driving lanes and parking. We have provided alternate structural sections for each traffic index. Selection of the final pavement structural section should be based on economic considerations which are beyond the scope of this investigation. Recommended structural sections are as follows:

- Auto parking and minor streets (TI=5, R-Value=35 (M_r=20.5ksi)):
  4.0 inches of asphaltic concrete over
  4.5 inches of crushed aggregate base

- Truck and bus lanes and collector streets (TI=7, R-Value=35 (M_r=20.5ksi)):
  5.5 inches of asphaltic concrete over
  6.0 inches of crushed aggregate base

Vehicular Concrete Paver Pavement Sections

Recommended concrete vehicular pavement structural sections are based on the procedures outlined in Technical Specifications for interlocking concrete pavement prepared by the Interlocking Concrete Paver Institute (2023) and our engineering judgment. The specifications utilize similar procedures similar to the California Highway Design Manual in that the pavement structural section must be of adequate thickness to distribute the load from the design traffic (TI) to the subgrade soils in such a manner that the stresses from the applied loads do not exceed the strength of the soil (R value). The specifications also consider soil type and drainage characteristics. Recommended sections are as follows:

Vehicular Concrete Paver Areas with Light Vehicle Traffic:

80 mm (3.14 inches) concrete pavers on
1 inch of bedding sand on
16 inches of crushed aggregate base
or
80 mm (3.14 inches) concrete pavers on
1 inch of bedding sand on
5 inches of Portland cement concrete (PCC) on
12 inches of crushed miscellaneous base

Vehicular Concrete Paver Areas with Delivery Truck Traffic:

80 mm (3.14 inches) concrete pavers on
1 inch of bedding sand on
18 inches of crushed miscellaneous base
or
80 mm (3.14 inches) concrete pavers on
1 inch of bedding sand on
5 inches of Portland cement concrete (PCC) on
12 inches of crushed miscellaneous base

Portland cement concrete (PCC) pavements

Portland cement concrete (PCC) pavements for areas which are not subject to traffic loads may be designed with a minimum thickness of 4.0 inches of Portland cement concrete on compacted non-expansive engineered fill soils. If traffic loads are anticipated, PCC pavements should be designed for a minimum thickness of 6.0 inches of Portland cement concrete on 12.0 inches of crushed aggregate base. Control joints to limit cracking of the concrete pavement should be spaced no more than 10 feet apart. According to ACI 330, reinforcement to control is not necessary when pavement is jointed to form short panel lengths of 15 feet or less. Reinforcement in the concrete paving will not add to the load carrying capacity of the concrete. Any reinforcement of concrete paving may be included in design as

desired, to limit cracking of the concrete with at least number 4 reinforcing steel placed mid-height of the concrete at 18-inches on center typical.

Prior to paving, the subgrade soils should be scarified and the moisture adjusted to within 2% of the optimum moisture content. The subgrade soils should be compacted to a minimum of 95% relative compaction. All aggregate base courses should be compacted to a minimum of 95% relative compaction.

3.23 Plan Review

Once a formal grading and foundation plans are prepared for the subject property, this office should review the plans from a geotechnical viewpoint, comment on changes from the plan used during preparation of this report and revise the recommendations of this report where necessary.

3.24 Geotechnical Observation and Testing During Rough Grading

The geotechnical engineer should be contacted to provide observation and testing during the following stages of grading:

- During the clearing and grubbing of the site.
- During the demolition of any existing structures, buried utilities or other existing improvements.
- During excavation and overexcavation of compressible soils.
- During all phases of grading including ground preparation and filling operations.
- When any unusual conditions are encountered during grading.

A final geotechnical report summarizing conditions encountered during grading should be submitted upon completion of the rough grading operations.

3.25 Post-Grading Geotechnical Observation and Testing

After the completion of grading the geotechnical engineer should be contacted to provide additional observation and testing during the following construction activities:

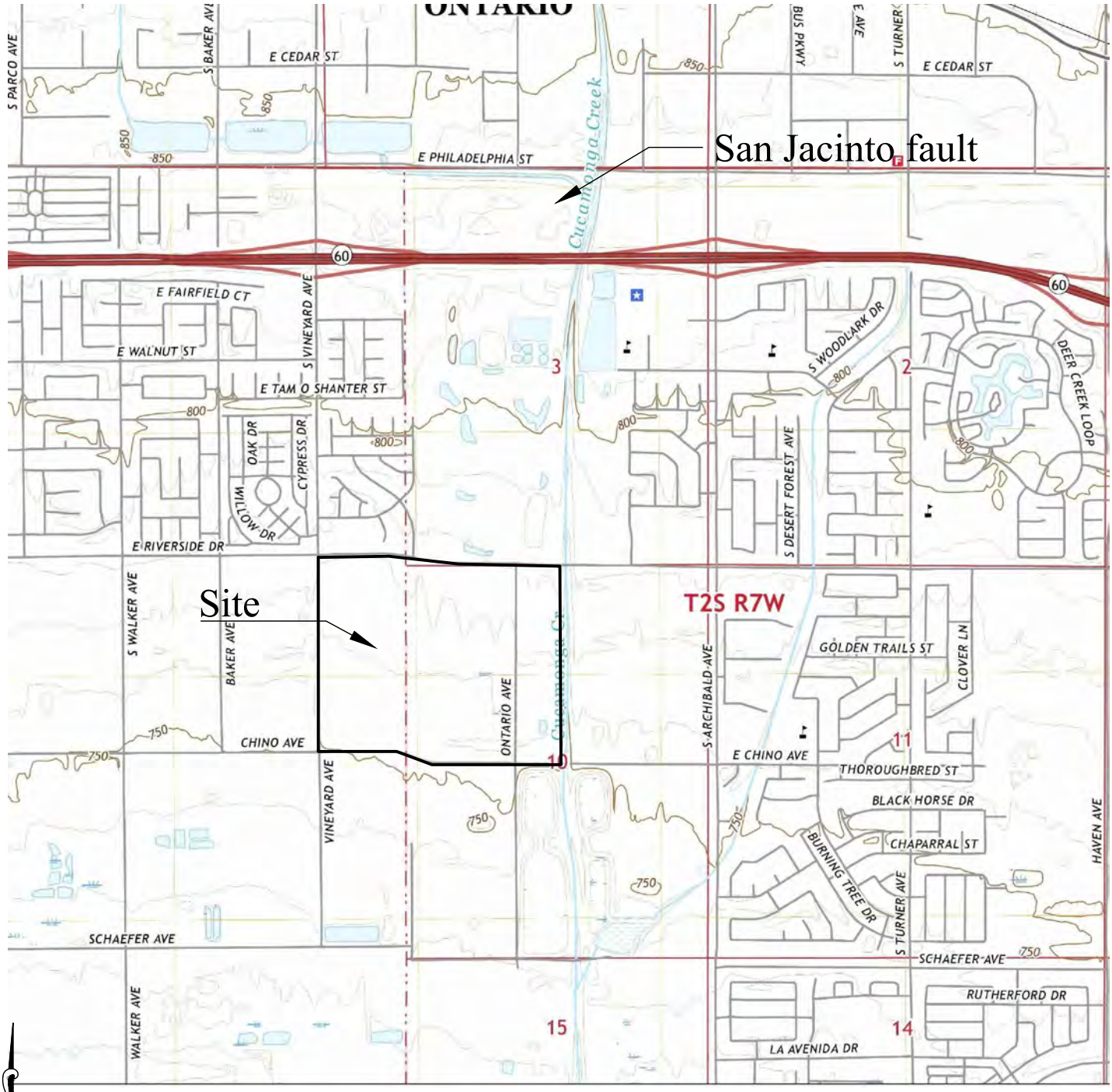
- During trenching and backfilling operations of buried improvements and utilities to verify proper backfill and compaction of the utility trenches.
- After excavation and prior to placement of reinforcing steel or concrete within footing trenches to verify that footings are properly founded in competent materials.
- During fine or precise grading involving the placement of any fills underlying driveways, sidewalks, walkways, or other miscellaneous concrete flatwork to verify proper placement, mixing and compaction of fills.
- When any unusual conditions are encountered during construction.

4.00 CLOSURE

The findings, conclusions and recommendations in this report were prepared in accordance with generally accepted engineering and geologic principles and practices. No other warranty, either expressed or implied, is made. This report has been prepared for City of Ontario to be used solely for design purposes. Anyone using this report for any other purpose must draw their own conclusions regarding required construction procedures and subsurface conditions.

The geotechnical and geologic consultant should be retained during the earthwork and foundation phases of construction to monitor compliance with the design concepts and recommendations and to provide additional recommendations as needed. Should subsurface conditions be encountered during construction that are different from those described in this report, this office should be notified immediately so that our recommendations may be re-evaluated.

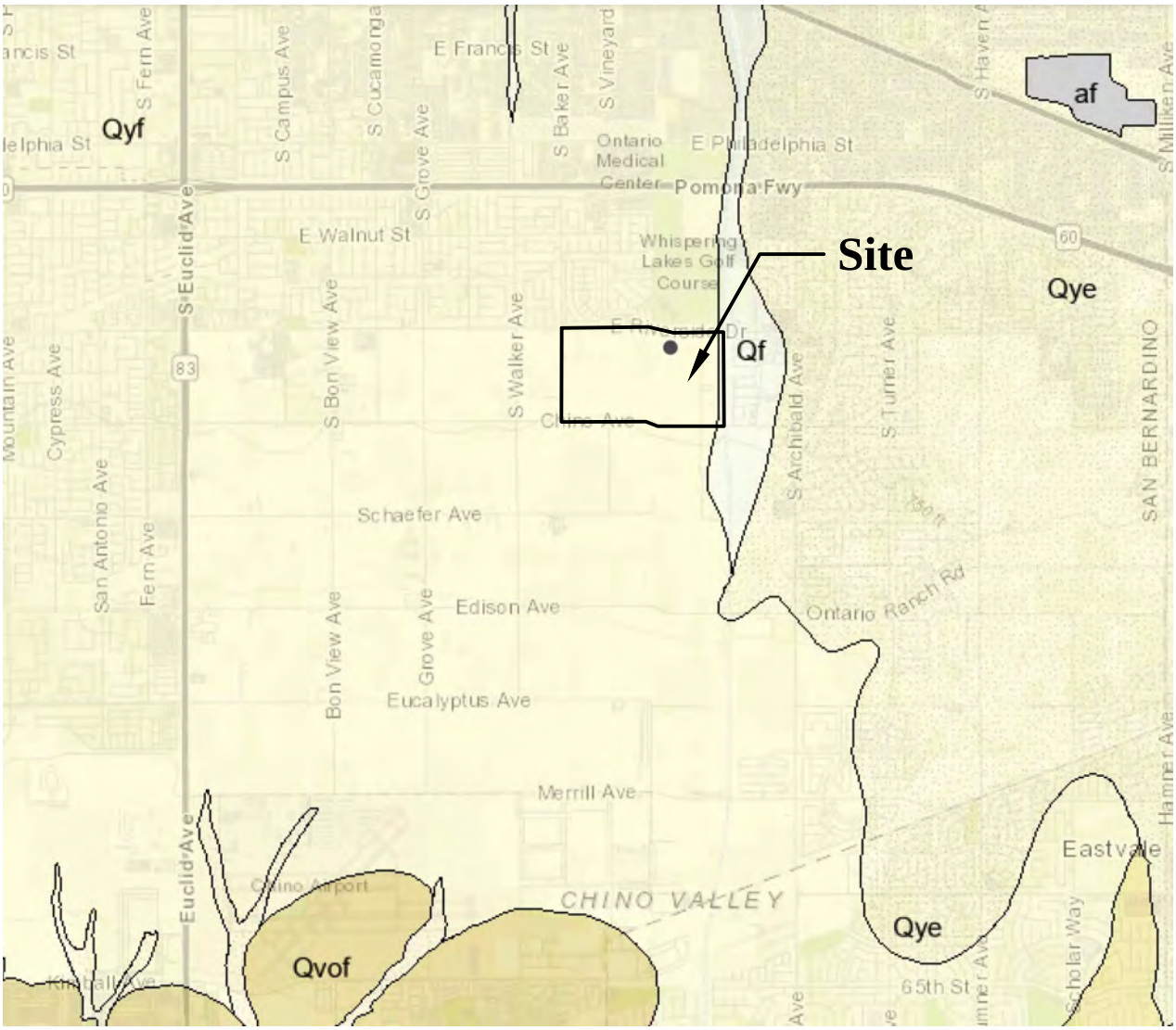
FIGURES AND TABLES



Site Location Map

Scale: 1"=2,000'

Base Map: USGS, 2021, Guast 7.5-minute Topographic Quadrangle



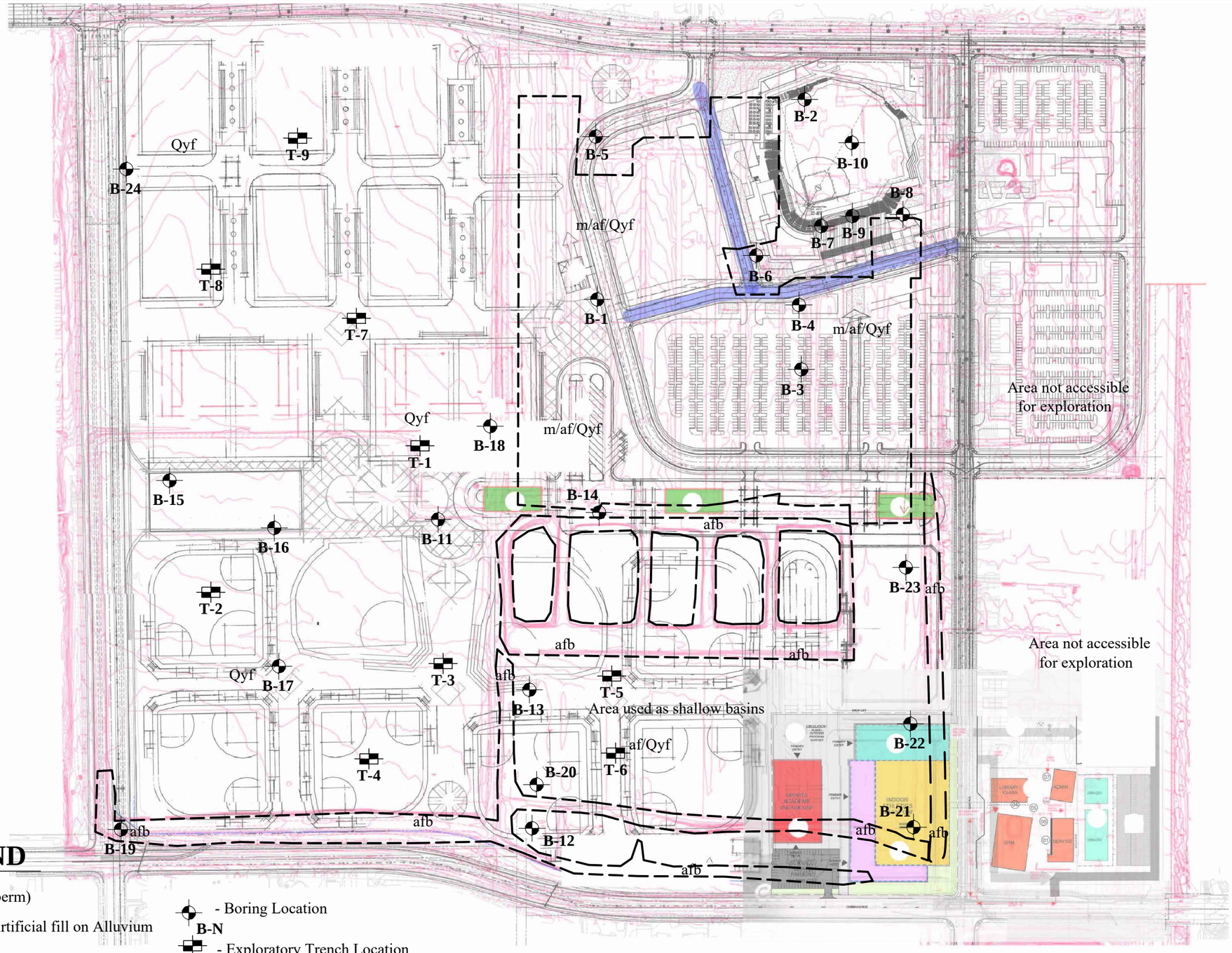
REGIONAL GEOLOGIC MAP

Partial Legend

af - Artificial Fill
Qye -Late Holocene Wash Deposits
Qyf - Holocene to Late Pleistocene Young Eolian and Dune Deposits
Qvof - Late to Middle Pleistocene Old Alluvial fan Deposits

Scale: 1"=3,000'

Source Map: Bedrossian, T.L., Hayhurst, C. A. and Roffers, P.D., 2010, Geologic Compilation of Quaternary Surficial Deposits in Southern California, San Bernardino 30' x 60' Quadrangle: California Geological Survey Special Report 217, Plate 13.



LEGEND

afb - Artificial fill (berm)

m/af/Qyf - Thin manure/Artificial fill on Alluvium

Qyf - Alluvium

B-N - Boring Location

T-N - Exploratory Trench Location

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DRAWN BY: DKR

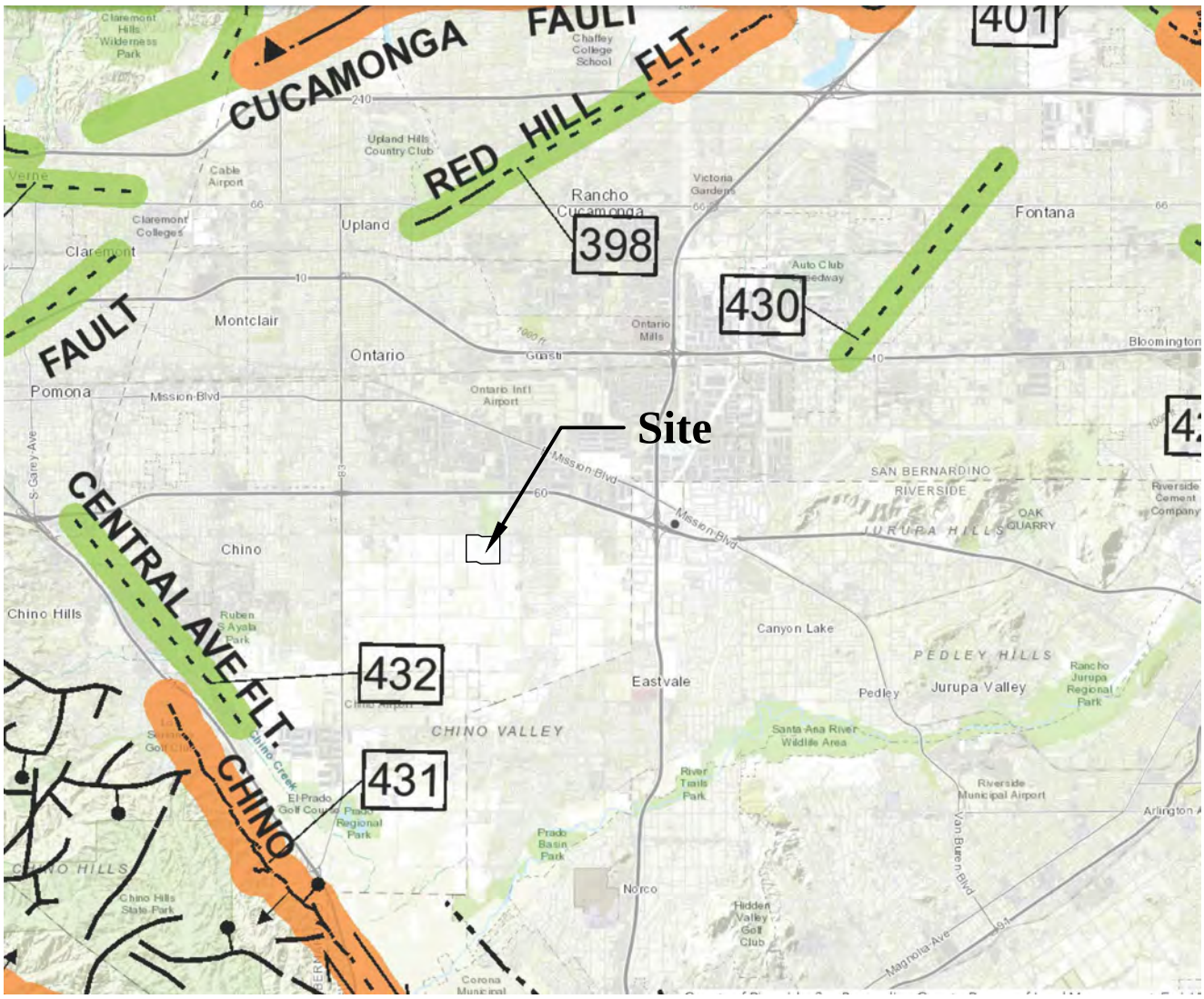
DATE: April 2024

Ontario Sports Park

RMA JOB NO.: 00-232255-01

SHEET NO.: 1 OF 1

FIGURE NO.: 3



REGIONAL FAULT MAP

Scale: 1" ≈ 3 miles

Partial Legend

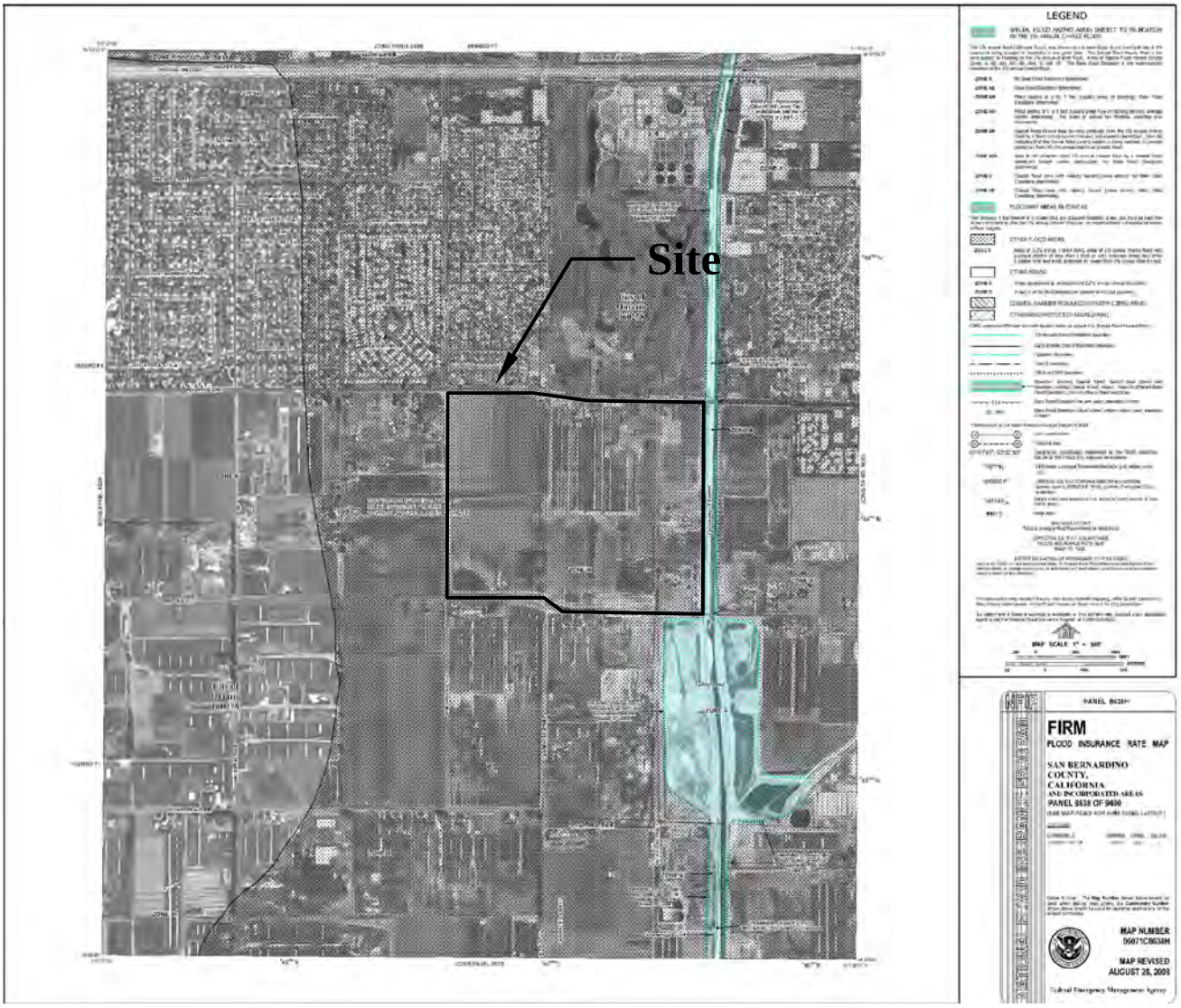
Orange - Holocene fault displacement

Green - Late Quaternary fault displacement

Purple - Quaternary fault

Black - Pre-Quaternary fault

Base Map: California Geological Survey Fault Activity Map of California, 2010



FEMA FLOOD ZONE MAP

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NOTABLE FAULTS WITHIN 100 KILOMETERS AND SEISMIC DATA

Fault Zone & geometry	Distance (km)	Distance (mi.)	Maximum Moment Magnitude	Slip Rate (mm/yr)
Anacapa-Dume (r-ll-o)	88	55	7.5	3.0
Chino-Central Ave. (rl-r-o)	11	7	6.7	1.0
Clamshell-Sawpit (r)	33	21	6.5	0.5
Cleghorn (ll-ss)	35	22	6.5	3.0
Coronado Bank (rl-ss)	86	53	7.4	3.0
Cucamonga (r)	15	9	6.9	5.0
Elsinore - Temecula (rl-ss)	44	27	6.8	5.0
Elsinore - Glen Ivy (rl-ss)	19	12	6.8	5.0
Helendale - S Lockhart (rl-ss)	76	47	7.3	0.6
Hollywood (ll-r-o)	59	37	6.4	1.0
Holser (r)	98	61	6.5	0.4
Lenwood-Lockhart - Old Woman Spring	96	60	7.5	0.6
Malibu Coast (ll-r-o)	85	53	6.7	0.3
Newport-Inglewood (rl-ss)	52	32	6.9	1.5
Newport-Inglewood - Offshore (rl-ss)	55	34	7.1	1.5
North Frontal - Western (r)	45	28	7.2	1.0
North Frontal - Eastern (r)	82	51	6.7	0.5
Northridge (r)	78	48	7.0	1.5
Palos Verde (rl-ss)	67	42	7.3	3.0
Pinto Mountain (ll-ss)	82	51	7.2	2.5
Puente Hills Blind Thrust (r)	28	17	7.1	0.7
Raymond (ll-r-o)	39	24	6.5	1.5
San Andreas - Coachella (rl-ss)	38	24	7.2	25.0
San Andreas (rl-ss)	31	19	7.5	24.0
San Gabriel (rl-ss)	71	44	7.2	1.0
San Jacinto - San Jacinto Valley (rl-ss)	34	21	6.9	12.0
San Jacinto - San Bernardino (rl-ss)	26	16	6.7	12.0
San Joaquin Hills (r)	42	26	6.6	0.5
San Jose (ll-r-o)	13	8	6.4	0.5
Santa Monica (ll-r-o)	64	40	6.6	1.0
Sierra Madre (r)	17	11	7.2	2.0
San Fernando (r)	70	43	6.7	2.0
Upper Elysian Park (r)	46	29	6.4	1.3
Verdugo (r)	52	32	6.9	0.5

Notes:

Fault geometry - (ss) strike slip, (r) reverse, (n) normal, (rl) right lateral, (ll) left lateral, (o) oblique

Fault and Seismic Data - California Geological Survey (Cao), 2003

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HISTORIC STRONG EARTHQUAKES IN SOUTHERN CALIFORNIA SINCE 1812

Date	Event	Causitive Fault	Magnitude	Epicentral Distance (miles)
Dec. 12, 1812	Wrightwood	San Andreas?	7.3	28
Jan. 9, 1857	Fort Tejon	San Andreas	7.9	242
Dec. 16, 1858	San Bernardino Area	uncertain	6.0	18
Feb. 9,1890	San Jacinto	uncertain	6.3	88
May 28, 1892	San Jacinto	uncertain	6.3	88
July 30, 1894	Lytle Creek	uncertain	6.0	20
July 22, 1899	Cajon Pass	uncertain	6.4	21
Dec.25, 1899	San Jacinto	San Jacinto	6.7	39
Sept. 20, 1907	San Bernardino Area	uncertain	5.3	32
May 15, 1910	Elsinore	Elsinore	6.0	25
April 21, 1918	Hemet	San Jacinto	6.8	40
July 23, 1923	San Bernardino	San Jacinto	6.0	18
March 11, 1933	Long Beach	Newport-Inglewood	6.4	32
April 10, 1947	Manix	Manix	6.4	92
Dec. 4, 1948	Desert Hot Springs	San Andreas or Banning	6.5	72
July 21, 1952	Wheeler Ridge	White Wolf	7.3	108
Feb. 9, 1971	San Fernando	San Fernando	6.6	54
July 8, 1986	North Palm Springs	Banning or Garnet Hills	5.6	59
Oct. 1, 1987	Whittier Narrows	Puente Hills Thrust	6.0	28
Feb. 28, 1990	Upland	San Jose	5.5	10
June 28, 1991	Sierra Madre	Clamshell Sawpit	5.8	29
April 22, 1992	Joshua Tree	Eureka Peak	6.1	76
June 28, 1992	Landers	Johnson Valley & others	7.3	70
June 28, 1992	Big Bear	uncertain	6.5	47
Jan. 17, 1994	Northridge	Northridge Thrust	6.7	57
Oct. 16, 1999	Hector Mine	Lavic Lake	7.1	89
July 4, 2019	Searles Valley	Eastern Calif. Shear Zone	6.4	117
July 5, 2019	Searles Valley	Eastern Calif. Shear Zone	7.1	122

Notes:

Earthquake data: U.S. Geological Survey P.P. 1515 & online data, Southern California Earthquake Center & California Geological Survey online data

Magnitudes prior to 1932 are estimated from intensity.

Magnitudes after 1932 are moment, local or surface wave magnitudes.

Site Location:

Site Longitude: - 117.604962

Site Latitude: 34.01789

APPENDIX A

FIELD INVESTIGATION

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APPENDIX A

FIELD INVESTIGATION

A-1.00 FIELD EXPLORATION

A-1.01 Number of Borings

Our subsurface investigation consisted of 10 borings drilled with a CME-75 drill rig.

A-1.02 Location of Borings

A Site Geologic Map showing the approximate locations of the borings is presented as Figure 3.

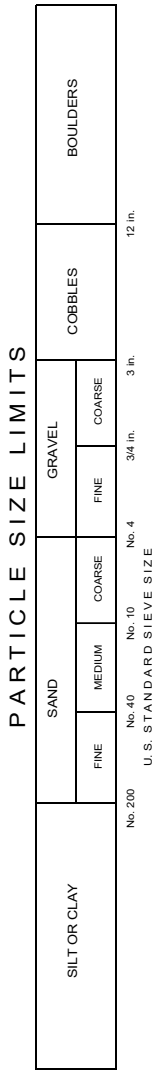
A-1.03 Boring Logging

Logs of borings were prepared by one of our staff and are attached in this appendix. The logs contain factual information and interpretation of subsurface conditions between samples. The strata indicated on these logs represent the approximate boundary between earth units and the transition may be gradual. The logs show subsurface conditions at the dates and locations indicated, and may not be representative of subsurface conditions at other locations and times.

Identification of the soils encountered during the subsurface exploration was made using the field identification procedure of the Unified Soils Classification System (ASTM D2488). A legend indicating the symbols and definitions used in this classification system and a legend defining the terms used in describing the relative compaction, consistency or firmness of the soil are attached in this appendix. Bag samples of the major earth units were obtained for laboratory inspection and testing, and the in-place density of the various strata encountered in the exploration was determined

A-1.04 Soil Infiltration Testing

Two soil infiltration tests were performed using the boring percolation test procedure described in the San Bernardino County Stormwater Program Technical Guidance Document for Water Quality Management Plans (WQMP). Locations of the tests are shown on Figure 3.



MAJOR DIVISIONS			GROUP SYMBOLS	TYPICAL NAMES
COARSE GRAINED SOILS (More than 50% of material is LARGER than No. 200 sieve size)	GRAVELS (More than 50% of coarse fraction is LARGER than the No. 4 sieve size.	CLEAN GRAVELS (Little or no fines)	GW	Well graded gravel, gravel-sand mixtures. little or no fines.
			GP	Poorly graded gravel or gravel-sand mixtures, little or no fines.
		GRAVELS WITH FINES (Appreciable amt. of fines)	GM	Silty gravels, gravel-sand-silt mixtures.
			GC	Clayey gravels, gravel-sand-clay mixtures.
	SANDS (More than 50% of coarse fraction is SMALLER than the No. 4 sieve size)	CLEAN SANDS (Little or no fines)	SW	Well graded sands, gravelly sands, little or no fines.
			SP	Poorly graded sands or gravelly sands, little or no fines.
		SANDS WITH FINES (Appreciable amount of fines)	SM	Silty sands, sand-silt mixtures.
			SC	Clayey sands, sand-clay mixtures.
FINE GRAINED SOILS (More than 50% of material is SMALLER than No. 200 sieve size)	SILTS AND CLAYS (Liquid limit LESS than 50)		ML	Inorganic silts and very fine sands, rock flour silty or clayey fine sands or clayey silts with slight plasticity
			CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays.
			OL	Organic silts and organic silty clays of low plasticity.
	SILTS AND CLAYS (Liquid limit GREATER than 50)		MH	Inorganic silts, micaceous or diatamaceous fine sandy or silty soils, elastic silts.
			CH	Inorganic clays of high plasticity, fat clays.
			OH	Organic clays of medium to high plasticity, organic silts.
HIGHLY ORGANIC SOILS			Pt	Peat and other highly organic soils.

BOUNDARY CLASSIFICATIONS: Soils possessing characteristics of two groups are designated by combinations of group symbols.

UNIFIED SOIL CLASSIFICATION SYSTEM

I. SOIL STRENGTH/DENSITY

BASED ON STANDARD PENETRATION TESTS

Apparent Density of sand		Consistency of clay	
Penetration Resistance N (blows/Ft)	Apparent Density	Penetration Resistance N (blows/ft)	Consistency
0-4	Very Loose	<2	Very Soft
4-10	Loose	2-4	Soft
10-30	Medium Dense	4-8	Medium Stiff
30-50	Dense	8-15	Stiff
>50	Very Dense	15-30	Very Stiff
		>30	Hard

N = Number of blows of 140 lb. weight falling 30 in. to drive 2-in OD sampler 1 ft.

BASED ON RELATIVE COMPACTION

Compactness of sand		Consistency of clay	
% Compaction	Compactness	% Compaction	Consistency
<75	Loose	<80	Soft
75-83	Medium Dense	80-85	Medium Stiff
83-90	Dense	85-90	Stiff
>90	Very Dense	>90	Very Stiff

II. SOIL MOISTURE

Description	Criteria
Dry	Absence of moisture, dusty, dry to the touch
Moist	Damp but not visible water
Wet	Visible free water, usually soil is below water table

SOIL DESCRIPTION LEGEND

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Exploratory Boring Log

Boring No. B-1

Sheet 1 of 1

Date Drilled:	09/21/2023	Drilling Equipment:	CME-75
Logged By:	SL	Boring Hole Diameter:	8"
Location:	See Site Geologic Map	Drive Weights:	140 lbs.
		Drop:	30"

Depth (ft)	Samples: Sample Type	Samples: Blows (blows/ft)	Samples: Bulk Sample	Moisture Content (%)	Dry Density (pcf)	USCS	Graphic Symbol	Material Description
						SM		12" Manure on surface then concrete 3" Artificial fill (af): Gray silty fine to coarse sand, moist ,dense.
						SM		Young alluvial fan deposits (Qyf): Light brown to gray brown silty fine to medium sand, moist, non-porous, medium dense
5	R	12		7.2	100.4			Becomes brown in color
10	R	23		8.4				
								Trace of gravel
15	S	30		3.9				
20	S	77		4.5				Light brown to brown silty fine to coarse sand, trace gravel
25	S	69		4.0				
								Total depth 26.5' No groundwater Hole backfilled

This log contains factual information and interpretation of the subsurface conditions between the samples. The stratum indicated on this log represent the approximate boundary between earth units and the transition may be gradual. The log show subsurface conditions at the date and location indicated, and may not be representative of subsurface conditions at other locations and times.

Sample Types:

R - Ring Sample | - Bulk Sample | - Groundwater

T - Tube Sample | S - SPT Sample | - End of Boring

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Exploratory Boring Log

Boring No. B-2

Sheet 1 of 1

Date Drilled:	09/21/2023	Drilling Equipment:	CME-75
Logged By:	SL	Boring Hole Diameter:	8"
Location:	See Site Geologic Map	Drive Weights:	140 lbs.
		Drop:	30"

Depth (ft)	Sample Type	Blows (blows/ft)	Bulk Sample	Moisture Content (%)	Dry Density (pcf)	USCS	Graphic Symbol	Material Description
						SM		Young alluvial fan deposits (Qyf): Light brown to gray brown silty fine to medium sand, moist, non-porous, medium dense
5	R	17		5.0	119.5			Becomes brown in color
10	R	55		5.0	105.1			Trace of gravel
								Decrease in gravel
15	S	33		4.2				
20	S	50 for 6"		1.8				Trace to minor gravel
25	S	23		10.9				Gravel absent,silty fine to medium sand
								Trace of gravel, silty fine to coarse sand
	S	52		12.2				

Total depth 31.5'
No groundwater
Hole backfilled

Sample Types:

R - Ring Sample | Bulk Sample | Groundwater

T - Tube Sample | S - SPT Sample | End of Boring

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Exploratory Boring Log

Boring No. B-3

Sheet 1 of 1

Date Drilled:	09/21/2023	Drilling Equipment:	CME-75
Logged By:	SL	Boring Hole Diameter:	8"
Location:	See Site Geologic Map	Drive Weights:	140 lbs.
		Drop:	30"

Depth (ft)	Sample Type	Blows (blows/ft)	Bulk Sample	Moisture Content (%)	Dry Density (pcf)	USCS	Graphic Symbol	Material Description
						SM		Young alluvial fan deposits (Qyf): Light brown to gray brown silty fine to medium sand, moist, non-porous, medium dense
5	R	50 for 6"		1.1				Becomes brown in color
10	R	58		8.4				Trace of gravel
								Decrease in gravel
15	S	45		5.0				
20	S	54		6.5				Gravel absent, silty fine to medium sand and trace clay
25	S	65		17.4				Trace to minor grave, silty fine to coarse sand
	S	85		6.8				Total depth 31.5'
								No groundwater
								Hole backfilled

This log contains factual information and interpretation of the subsurface conditions between the samples. The stratum indicated on this log represent the approximate boundary between earth units and the transition may be gradual. The log show subsurface conditions at the date and location indicated, and may not be representative of subsurface conditions at other locations and times.

Sample Types:

R - Ring Sample | - Bulk Sample | - Groundwater

T - Tube Sample | S - SPT Sample | - End of Boring

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Exploratory Boring Log

Boring No. B-4

Sheet 1 of 1

Date Drilled:	09/21/2023	Drilling Equipment:	CME-75
Logged By:	SL	Boring Hole Diameter:	8"
Location:	See Site Geologic Map	Drive Weights:	140 lbs.
		Drop:	30"

Depth (ft)	Samples: Sample Type	Samples: Blows (blows/ft)	Samples: Bulk Sample	Moisture Content (%)	Dry Density (pcf)	USCS	Graphic Symbol	Material Description
						SM		6 inches manure Young alluvial fan deposits (Qyf): Light brown to brown silty fine to medium sand, trace gravel, moist, non-porous, medium dense
5	R	72		1.7				
10	R	55		9..9				Increase in gravel
15	S	44		4.5				Trace to minor gravel
20	S	58		10.1				
25	S	42		17.6				Gravel decreases ,silty fine to medium sand
	S	41		N/A				Total depth 31.5' No groundwater

This log contains factual information and interpretation of the subsurface conditions between the samples. The stratum indicated on this log represent the approximate boundary between earth units and the transition may be gradual. The log show subsurface conditions at the date and location indicated, and may not be representative of subsurface conditions at other locations and times.

Sample Types:

R - Ring Sample | - Bulk Sample | - Groundwater

T - Tube Sample | S - SPT Sample | - End of Boring

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Exploratory Boring Log

Boring No. B-5

Date Drilled: 09/21/2023
Logged By: SL
Location: See Geologic Map

Drilling Equipment: CME-75
Boring Hole Diameter: 8"
Drive Weights: 140 lbs.
Drop: 30"

Depth (ft)	Samples: Sample Type	Samples: Blows (blows/ft)	Samples: Bulk Sample	Moisture Content (%)	Dry Density (pcf)	USCS	Graphic Symbol	Material Description
						SM		6 inches manure Young alluvial fan deposits (Qyf): Light brown to brown silty fine to medium sand, trace gravel, moist, non-porous, dense
5	R	55		6.8				
10	R	45		4.8				Slight increase in gravel
15	S	34		4.4				Trace to minor gravel
20	S	32		7				
25	S	41		5.5				Gravel decreases ,silty fine to medium sand

This log contains factual information and interpretation of the subsurface conditions between the samples. The stratum indicated on this log represent the approximate boundary between earth units and the transition may be gradual. The log show subsurface conditions at the date and location indicated, and may not be representative of subsurface conditions at other locations and times.

Sample Types:
R - Ring Sample
Bulk Sample
Groundwater
T - Tube Sample
S - SPT Sample
End of Boring

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Exploratory Boring Log

Boring No. B-5

Date Drilled: 09/21/2023
Logged By: SL
Location: See Geologic Map

Drilling Equipment: CME-75
Boring Hole Diameter: 8"
Drive Weights: 140 lbs.
Drop: 30"

Depth (ft)	Sample Type	Blows (blows/ft)	Bulk Sample	Moisture Content (%)	Dry Density (pcf)	USCS	Graphic Symbol	Material Description
	S	73		5.0		CL		Brown sandy clay, moist, slightly plastic, hard 57.8% passing #200
35	S	50 for 6"		4.8		SM		Brown silty fine to cvoarse sand with trace gravel, moist, poorly sorted, dense to very dense
40	S	82		5.7				
45	S	50-6"		10.7				17.3% passing #200
						SP-SM		Poorly graded fine to coarse sand with silt with trace to minor gravel, fine to medium sand, very dense, poorly sorted 7.3% passing #200
50	S	50-6"		15.5				Total depth 50.5' No groundwater Hole backfilled
55								

Sample Types:
R - Ring Sample
Bulk Sample
Groundwater
T - Tube Sample
S - SPT Sample
End of Boring

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Exploratory Boring Log

Boring No. B-6

Date Drilled: 09/22/2023
Logged By: SL
Location: See Geologic Map

Drilling Equipment: CME-75
Boring Hole Diameter: 8"
Drive Weights: 140 lbs.
Drop: 30"

Depth (ft)	Samples: Sample Type	Samples: Blows (blows/ft)	Samples: Bulk Sample	Moisture Content (%)	Dry Density (pcf)	USCS	Graphic Symbol	Material Description
						SM		Artificial fill (af): Gray silty fine to coarse sand with gravel, moist ,dense.
						SM		Young alluvial fan deposits (Qyf): Light brown to brown silty fine to medium sand, minor coarse sand, trace gravel, moist, non-porous, medium dense
5	R	21		3.8				
10	R	36		3.5				Increase in silt content and trace clay and gravel 24.1% passing #200
15	S	37		4.9				
20	S	36						Increase in gravel content, 32.0% (passing #200)
25	S	38		4.9				

This log contains factual information and interpretation of the subsurface conditions between the samples. The stratum indicated on this log represent the approximate boundary between earth units and the transition may be gradual. The log show subsurface conditions at the date and location indicated, and may not be representative of subsurface conditions at other locations and times.

Sample Types:
R - Ring Sample
Bulk Sample
Groundwater
T - Tube Sample
S - SPT Sample
End of Boring

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Exploratory Boring Log

Boring No. B-6

Date Drilled: 09/22/2023
Logged By: SL
Location: See Geologic Map

Drilling Equipment: CME-75
Boring Hole Diameter: 8"
Drive Weights: 140 lbs.
Drop: 30"

Depth (ft)	Sample Type	Blows (blows/ft)	Bulk Sample	Moisture Content (%)	Dry Density (pcf)	USCS	Graphic Symbol	Material Description
	S	27		5.0		CL		Brown sandy clay, moist, slightly plastic, hard 60.3% passing #200
						SM		Brown silty fine to cvoarse sand with trace gravel, moist, poorly sorted, dense to very dense
35	S	38		13.7				
40	S	35		12.7				
45	S	43		10.5				
						CL		Brown sandy clay, moist, slightly plastic, hard 63.0% passing #200
50	S	28		21.5				
55	S	34		10.2				
						SM		Brown silty fine to cvoarse sand with trace gravel, moist, poorly sorted, dense to very dense

Material Description

This log contains factual information and interpretation of the subsurface conditions between the samples. The stratum indicated on this log represent the approximate boundary between earth units and the transition may be gradual. The log show subsurface conditions at the date and location indicated, and may not be representative of subsurface conditions at other locations and times.

Sample Types:

R - Ring Sample
Bulk Sample
Groundwater
T - Tube Sample
S - SPT Sample
End of Boring

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Exploratory Boring Log

Boring No. B-6

Date Drilled:	09/22/2023	Drilling Equipment:	CME -55
Logged By:	SL	Boring Hole Diameter:	8"
Location:	See Geologic Map	Drive Weights:	140 lbs.
		Drop:	30"

Depth (ft)	Samples: Sample Type	Samples: Blows (blows/ft)	Samples: Bulk Sample	Moisture Content (%)	Dry Density (pcf)	USCS	Graphic Symbol	Material Description
	S	34		21.5		SM		Brown silty fine to cvoarse sand with trace gravel, moist, poorly sorted, dense to very dense
65	S	41		10.2				
70	S	40						24.2% passing #200
75								Total depth 70.5' No groundwater Hole backfilled

This log contains factual information and interpretation of the subsurface conditions between the samples. The stratum indicated on this log represent the approximate boundary between earth units and the transition may be gradual. The log show subsurface conditions at the date and location indicated, and may not be representative of subsurface conditions at other locations and times.

Sample Types:

R - Ring Sample | - Bulk Sample | - Groundwater

T - Tube Sample | S - SPT Sample | - End of Boring

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Exploratory Boring Log

Boring No. B-7

Sheet 1 of 1

Date Drilled:	09/22/2023	Drilling Equipment:	CME-75
Logged By:	SL	Boring Hole Diameter:	8"
Location:	See Site Geologic Map	Drive Weights:	140 lbs.
		Drop:	30"

Depth (ft)	Samples: Sample Type	Samples: Blows (blows/ft)	Samples: Bulk Sample	Moisture Content (%)	Dry Density (pcf)	USCS	Graphic Symbol	Material Description
						SM		Young alluvial fan deposits (Qyf): Light brown to brown silty fine to medium sand, trace gravel, moist, non-porous, medium dense
5	R	22		4.3				
10	R	21		10.2				
15	S	22		2.7				Increase in gravel, trace clay
20	S	26		11.2				
25	S	25		14.9				Gravel decreases ,silty fine to medium sand
	S	33						Total depth 31.5' No groundwater

This log contains factual information and interpretation of the subsurface conditions between the samples. The stratum indicated on this log represent the approximate boundary between earth units and the transition may be gradual. The log show subsurface conditions at the date and location indicated, and may not be representative of subsurface conditions at other locations and times.

Sample Types:

R - Ring Sample | - Bulk Sample | - Groundwater

T - Tube Sample | S - SPT Sample | - End of Boring

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Exploratory Boring Log

Boring No. B-8

Sheet 1 of 1

Date Drilled:	09/22/2023	Drilling Equipment:	CME-75
Logged By:	SL	Boring Hole Diameter:	8"
Location:	See Site Geologic Map	Drive Weights:	140 lbs.
		Drop:	30"

Depth (ft)	Samples: Sample Type	Samples: Blows (blows/ft)	Samples: Bulk Sample	Moisture Content (%)	Dry Density (pcf)	USCS	Graphic Symbol	Material Description
						SM		3 inches asphalt Young alluvial fan deposits (Qyf): Light brown to brown silty fine to coarse sand, trace gravel, moist, non-porous, medium dense
5	R	17		4.9				
10	R	24		12.1				Increase in gravel
15	S	24		2.9				
20	S	14		4.5				Gravel decreases ,silty fine to medium sand
25	S	29		12.3				
	S	24		11.2				Total depth 31.5' No groundwater

Material Description

This log contains factual information and interpretation of the subsurface conditions between the samples. The stratum indicated on this log represent the approximate boundary between earth units and the transition may be gradual. The log show subsurface conditions at the date and location indicated, and may not be representative of subsurface conditions at other locations and times.

Sample Types:

R - Ring Sample | Bulk Sample | Groundwater

T - Tube Sample | S - SPT Sample | End of Boring

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Exploratory Boring Log

Boring No. B-9

Sheet 1 of 1

Date Drilled:	09/22/2023	Drilling Equipment:	CME-75
Logged By:	SL	Boring Hole Diameter:	8"
Location:	See Site Geologic Map	Drive Weights:	140 lbs.
		Drop:	30"

Depth (ft)	Sample Type	Blows (blows/ft)	Bulk Sample	Moisture Content (%)	Dry Density (pcf)	USCS	Graphic Symbol	Material Description
						SM		3 inches asphalt Young alluvial fan deposits (Qyf): Light brown to brown silty fine to coarse sand, trace gravel, moist, non-porous, medium dense
5	R	13		4.9				
10	R	17		12.1				Increase in gravel
15	S	36		3.7				Dense
20	S	65		4.9				Gravel decreases ,silty fine to medium sand
25	S	15		13.0		ML		Brown sandy silt, moist, fine sand, stiff
								Total depth 26.5' No groundwater

Material Description: This log contains factual information and interpretation of the subsurface conditions between the samples. The stratum indicated on this log represent the approximate boundary between earth units and the transition may be gradual. The log show subsurface conditions at the date and location indicated, and may not be representative of subsurface conditions at other locations and times.

Sample Types:
R - Ring Sample
Bulk Sample
Groundwater
T - Tube Sample
S - SPT Sample
End of Boring

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Exploratory Boring Log

Boring No. B-10

Sheet 1 of 1

Date Drilled:	09/22/2023	Drilling Equipment:	CME-75
Logged By:	SL	Boring Hole Diameter:	8"
Location:	See Site Geologic Map	Drive Weights:	140 lbs.
		Drop:	30"

Depth (ft)	Sample Type	Blows (blows/ft)	Bulk Sample	Moisture Content (%)	Dry Density (pcf)	USCS	Graphic Symbol	Material Description
						SM		3 inches asphalt Young alluvial fan deposits (Qyf): Light brown to brown silty fine to medium sand, trace gravel, moist, non-porous, medium dense
5	R	17		4.7				
10	R	19		4.2				Silty fine to coarse sand
15	S	29		2.9				Coarse sand, dense
20	S	19		13.9				Trace to minor gravel
25	S	22		6.6		ML		Brown sandy silt, moist, fine sand, stiff
								Total depth 26.5' No groundwater

Sample Types:

R - Ring Sample | Bulk Sample | Groundwater

T - Tube Sample | S - SPT Sample | End of Boring

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Exploratory Boring Log

Boring No. B-11

Sheet 1 of 1

Date Drilled: 10/13/2023
Logged By: SL
Location: See Site Geologic Map

Drilling Equipment: CME-75
Boring Hole Diameter: 8"
Drive Weights: 140 lbs.
Drop: 30"

Depth (ft)	Samples: Sample Type	Samples: Blows (blows/ft)	Samples: Bulk Sample	Moisture Content (%)	Dry Density (pcf)	USCS	Graphic Symbol	Material Description
5	R	12				SM		Young alluvial fan deposits (Qyf): Light brown to brown silty fine to medium sand, trace gravel, moist
								Hit patch of gravel, pebble to cobble size, moist
10	R	18						Total depth 10.5' No groundwater
15								
20								
25								

This log contains factual information and interpretation of the subsurface conditions between the samples. The stratum indicated on this log represent the approximate boundary between earth units and the transition may be gradual. The log show subsurface conditions at the date and location indicated, and may not be representative of subsurface conditions at other locations and times.

Sample Types:
R - Ring Sample
Bulk Sample
Groundwater
T - Tube Sample
S - SPT Sample
End of Boring

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Exploratory Boring Log

Boring No. B-12

Date Drilled: 10/13/2023
Logged By: SL
Location: See Site Geologic Map

Drilling Equipment: CME-75
Boring Hole Diameter: 8"
Drive Weights: 140 lbs.
Drop: 30"

Depth (ft)	Samples: Sample Type	Samples: Blows (blows/ft)	Samples: Bulk Sample	Moisture Content (%)	Dry Density (pcf)	USCS	Graphic Symbol	Material Description
0						SM		Young alluvial fan deposits (Qyf): Light brown to brown fine to medium sand, trace gravel, moist
5	R	12						
						SP-SM		Poorly graded fine to coarse sand with silt with trace gravel, fine to medium sand, medium dense, poorly sorted
10	R	15						Total depth 10.5' No groundwater
15								
20								
25								

This log contains factual information and interpretation of the subsurface conditions between the samples. The stratum indicated on this log represent the approximate boundary between earth units and the transition may be gradual. The log show subsurface conditions at the date and location indicated, and may not be representative of subsurface conditions at other locations and times.

Sample Types:
R - Ring Sample
Bulk Sample
Groundwater
T - Tube Sample
S - SPT Sample
End of Boring

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Exploratory Boring Log

Boring No. B-13

Sheet 1 of 1

Date Drilled: 10/13/2023
Logged By: SL
Location: See Site Geologic Map

Drilling Equipment: CME-75
Boring Hole Diameter: 8"
Drive Weights: 140 lbs.
Drop: 30"

Depth (ft)	Samples: Sample Type	Samples: Blows (blows/ft)	Samples: Bulk Sample	Moisture Content (%)	Dry Density (pcf)	USCS	Graphic Symbol	Material Description
						SM		Young alluvial fan deposits (Qyf): Light brown to brown fine to medium sand, trace gravel, moist
5	R	11						
10	R	32						Increase in medium to coarse sand
15	S	36						Sand with some pebble size gravel, course sand, moist, light brown to tan
20	S	47						Increase in silt and decrease in gravel
25	S	50-6"						Dark clay layer about 5' thick, Tan to brown, Moist
								Total depth 30.5' No groundwater

This log contains factual information and interpretation of the subsurface conditions between the samples. The stratum indicated on this log represent the approximate boundary between earth units and the transition may be gradual. The log show subsurface conditions at the date and location indicated, and may not be representative of subsurface conditions at other locations and times.

Sample Types:
R - Ring Sample
Bulk Sample
Groundwater
T - Tube Sample
S - SPT Sample
End of Boring

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Exploratory Boring Log

Boring No. B-14

Sheet 1 of 1

Date Drilled:	10/13/2023	Drilling Equipment:	CME-75
Logged By:	SL	Boring Hole Diameter:	8"
Location:	See Site Geologic Map	Drive Weights:	140 lbs.
		Drop:	30"

Depth (ft)	Samples: Sample Type	Samples: Blows (blows/ft)	Samples: Bulk Sample	Moisture Content (%)	Dry Density (pcf)	USCS	Graphic Symbol	Material Description
						SM		Young alluvial fan deposits (Qyf): Light brown to gray-brown fine to medium sand, trace gravel, moist
5	R	11						
								Increase in medium to coarse sand
10	R	29						
15	S	57						Sand with some pebble size gravel, course sand, moist, light brown to tan
20	S	72						
								Course sand with silt, moist, light brown to tan
25	S	45						Total depth 25.5' No groundwater

This log contains factual information and interpretation of the subsurface conditions between the samples. The stratum indicated on this log represent the approximate boundary between earth units and the transition may be gradual. The log show subsurface conditions at the date and location indicated, and may not be representative of subsurface conditions at other locations and times.

Sample Types:

R - Ring Sample | - Bulk Sample | - Groundwater

T - Tube Sample | S - SPT Sample | - End of Boring

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Exploratory Boring Log

Boring No. B-15

Sheet 1 of 1

Date Drilled:	10/13/2023	Drilling Equipment:	CME-75
Logged By:	SL	Boring Hole Diameter:	8"
Location:	See Site Geologic Map	Drive Weights:	140 lbs.
		Drop:	30"

Depth (ft)	Samples: Sample Type	Samples: Blows (blows/ft)	Samples: Bulk Sample	Moisture Content (%)	Dry Density (pcf)	USCS	Graphic Symbol	Material Description
						SM		Young alluvial fan deposits (Qyf): Light brown to brown fine to medium sand, trace gravel, moist
5	R	11						Increase in medium to coarse sand
10	R	22						Increase in clay content with course to fine sand, dark brown, moist
15	S	44						
20	S	54						
25	S	37						Total depth 25.5' No groundwater

This log contains factual information and interpretation of the subsurface conditions between the samples. The stratum indicated on this log represent the approximate boundary between earth units and the transition may be gradual. The log show subsurface conditions at the date and location indicated, and may not be representative of subsurface conditions at other locations and times.

Sample Types:

R - Ring Sample | - Bulk Sample | - Groundwater

T - Tube Sample | S - SPT Sample | - End of Boring

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Exploratory Boring Log

Boring No. B-16

Date Drilled: 10/13/2023
Logged By: SL
Location: See Site Geologic Map

Drilling Equipment: CME-75
Boring Hole Diameter: 8"
Drive Weights: 140 lbs.
Drop: 30"

Depth (ft)	Samples: Sample Type	Samples: Blows (blows/ft)	Samples: Bulk Sample	Moisture Content (%)	Dry Density (pcf)	USCS	Graphic Symbol	Material Description
5	S	14				SM		Young alluvial fan deposits (Qyf): Light brown to brown fine to medium sand, trace gravel, moist
10	S	27						Layer of 3'-4' with medium to coarse sand
15	S	18						Increase in clay content with course to fine sand, dark brown, moist
20	S	29						Total depth 20.5' No groundwater
25								

This log contains factual information and interpretation of the subsurface conditions between the samples. The stratum indicated on this log represent the approximate boundary between earth units and the transition may be gradual. The log show subsurface conditions at the date and location indicated, and may not be representative of subsurface conditions at other locations and times.

Sample Types:
R - Ring Sample
Bulk Sample - Bulk Sample
Groundwater - Groundwater
T - Tube Sample
S - SPT Sample
End of Boring - End of Boring

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Exploratory Boring Log

Boring No. B-17

Sheet 1 of 1

Date Drilled:	10/13/2023	Drilling Equipment:	CME-75
Logged By:	SL	Boring Hole Diameter:	8"
Location:	See Site Geologic Map	Drive Weights:	140 lbs.
		Drop:	30"

Depth (ft)	Samples: Sample Type	Samples: Blows (blows/ft)	Samples: Bulk Sample	Moisture Content (%)	Dry Density (pcf)	USCS	Graphic Symbol	Material Description
0						SM		Young alluvial fan deposits (Qyf): Light brown to brown fine to medium sand, trace gravel, moist
5	R	10						
10	R	18						Layer of 7-10' with medium to coarse sand
15	S	22						
20	S	37						Increase in clay content with course to fine sand, dark brown, moist
25	S	68						Total depth 25.5' No groundwater

This log contains factual information and interpretation of the subsurface conditions between the samples. The stratum indicated on this log represent the approximate boundary between earth units and the transition may be gradual. The log show subsurface conditions at the date and location indicated, and may not be representative of subsurface conditions at other locations and times.

Sample Types:

R - Ring Sample | - Bulk Sample | - Groundwater

T - Tube Sample | S - SPT Sample | - End of Boring

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Exploratory Boring Log

Boring No. B-18

Sheet 1 of 1

Date Drilled:	04/7/2024	Drilling Equipment:	CME-75
Logged By:	MK	Boring Hole Diameter:	8"
Location:	See Site Geologic Map	Drive Weights:	140 lbs.
		Drop:	30"

Depth (ft)	Samples: Sample Type	Samples: Blows (blows/ft)	Samples: Bulk Sample	Moisture Content (%)	Dry Density (pcf)	USCS	Graphic Symbol	Material Description
						SM		This log contains factual information and interpretation of the subsurface conditions between the samples. The stratum indicated on this log represent the approximate boundary between earth units and the transition may be gradual. The log show subsurface conditions at the date and location indicated, and may not be representative of subsurface conditions at other locations and times.
	R	7		8.5	110.4			Young alluvial fan deposits (Qyf): Light brown to gray-brown fine to medium sand, trace gravel, moist
5	S	12		11.2				Occasional fine gravel
10	S	17		8.0				Total depth 11.5' No groundwater
15								
20								
25								

Sample Types:

R - Ring Sample - Bulk Sample - Groundwater

T - Tube Sample S - SPT Sample - End of Boring

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Exploratory Boring Log

Boring No. B-19

Date Drilled: 04/7/2024
Logged By: MK
Location: See Site Geologic Map

Drilling Equipment: CME-75
Boring Hole Diameter: 8"
Drive Weights: 140 lbs.
Drop: 30"

Depth (ft)	Sample Type	Blows (blows/ft)	Bulk Sample	Moisture Content (%)	Dry Density (pcf)	USCS	Graphic Symbol	Material Description
	R	39		6.2	122.9	SM		Berm fill (af): Dark brown to gray-brown silty fine to medium sand, moist dense.
5	R	65		9.7	120.4			Increase in medium to coarse sand
10	R	22		11.7				Young alluvial fan deposits (Qyf): G gray-brown to brown-gray fine to medium sand, trace gravel, moist, medium dense to dense
15	S	34		11.3				Light brown in color
20	S	14		12.1				
25	S	17		7.5				Light gray-brown in color, increasing sand content

This log contains factual information and interpretation of the subsurface conditions between the samples. The stratum indicated on this log represent the approximate boundary between earth units and the transition may be gradual. The log show subsurface conditions at the date and location indicated, and may not be representative of subsurface conditions at other locations and times.

Sample Types:
R - Ring Sample
Bulk Sample
Groundwater
T - Tube Sample
S - SPT Sample
End of Boring

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Exploratory Boring Log

Boring No. B-19

Sheet 2 of 2

Date Drilled:	04/7/2024	Drilling Equipment:	CME-75
Logged By:	MK	Boring Hole Diameter:	8"
Location:	See Geologic Map	Drive Weights:	140 lbs.
		Drop:	30"

Depth (ft)	Samples: Sample Type	Samples: Blows (blows/ft)	Samples: Bulk Sample	Moisture Content (%)	Dry Density (pcf)	USCS	Graphic Symbol	Material Description
35	R	14		20.9		SM		Gray-brown silty fine to medium sand, moist, medium dense, increasing silt content
	R	17		17.1				Total depth 36.5' No groundwater
40								
45								
50								
55								

This log contains factual information and interpretation of the subsurface conditions between the samples. The stratum indicated on this log represent the approximate boundary between earth units and the transition may be gradual. The log show subsurface conditions at the date and location indicated, and may not be representative of subsurface conditions at other locations and times.

Sample Types:

R - Ring Sample | - Bulk Sample | - Groundwater

T - Tube Sample | S - SPT Sample | - End of Boring

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Exploratory Boring Log

Boring No. B-20

Sheet 1 of 1

Date Drilled:	04/7/2023	Drilling Equipment:	CME-75
Logged By:	MK	Boring Hole Diameter:	8"
Location:	See Site Geologic Map	Drive Weights:	140 lbs.
		Drop:	30"

Depth (ft)	Samples: Sample Type	Samples: Blows (blows/ft)	Samples: Bulk Sample	Moisture Content (%)	Dry Density (pcf)	USCS	Graphic Symbol	Material Description
	R	29		8.4	111.2	SM		Young alluvial fan deposits (Qyf): Light brown to gray-brown fine to medium sand, moist
5	R	13		5.8				Increasing sand content, grades to sand with silt with depth
10	S	12		7.3				Total depth 11.5' No groundwater
15								
20								
25								

This log contains factual information and interpretation of the subsurface conditions between the samples. The stratum indicated on this log represent the approximate boundary between earth units and the transition may be gradual. The log show subsurface conditions at the date and location indicated, and may not be representative of subsurface conditions at other locations and times.

Sample Types:

R - Ring Sample | - Bulk Sample | - Groundwater

T - Tube Sample | S - SPT Sample | - End of Boring

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Exploratory Boring Log

Boring No. B-21

Date Drilled: 04/7/2024
Logged By: MK
Location: See Site Geologic Map

Drilling Equipment: CME-75
Boring Hole Diameter: 8"
Drive Weights: 140 lbs.
Drop: 30"

Depth (ft)	Sample Type	Blows (blows/ft)	Bulk Sample	Moisture Content (%)	Dry Density (pcf)	USCS	Graphic Symbol	Material Description
	R	12		9.1	106.2	SM		Young alluvial fan deposits (Qyf): Gray to brown-gray fine to medium sand, trace gravel, moist, medium dense to dense
5	R	8		6.2	106.6			Dark gray-brown in color
10	R	18		4.4				
15	S	11		17.7		ML		Gray sandy silt, fine to medium sand, moist, stiff
20	S	26		7.2		SM		Gray to brown-gray fine to medium sand, trace gravel, moist, medium dense to dense
25	S	23		14.3		ML		Gray sandy silt, fine to medium sand, moist, very stiff

Samples

This log contains factual information and interpretation of the subsurface conditions between the samples. The stratum indicated on this log represent the approximate boundary between earth units and the transition may be gradual. The log show subsurface conditions at the date and location indicated, and may not be representative of subsurface conditions at other locations and times.

Sample Types:
R - Ring Sample
Bulk Sample - Bulk Sample
Groundwater - Groundwater
T - Tube Sample
S - SPT Sample
End of Boring - End of Boring

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Exploratory Boring Log

Boring No. B-21

Date Drilled: 04/7/2024
Logged By: MK
Location: See Geologic Map

Drilling Equipment: CME-75
Boring Hole Diameter: 8"
Drive Weights: 140 lbs.
Drop: 30"

Depth (ft)	Samples: Sample Type	Samples: Blows (blows/ft)	Samples: Bulk Sample	Moisture Content (%)	Dry Density (pcf)	USCS	Graphic Symbol	Material Description
	R	21		14.0		ML		Gray sandy silt, fine to medium sand, moist, very stiff
35	R	45		5.2		SM		Gray-brown silty fine to medium sand, moist, medium dense, increasing silt content
								Total depth 36.5' No groundwater
40								
45								
50								
55								

This log contains factual information and interpretation of the subsurface conditions between the samples. The stratum indicated on this log represent the approximate boundary between earth units and the transition may be gradual. The log show subsurface conditions at the date and location indicated, and may not be representative of subsurface conditions at other locations and times.

Sample Types:
R - Ring Sample
Bulk Sample
Groundwater
T - Tube Sample
S - SPT Sample
End of Boring

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Exploratory Boring Log

Boring No. B-22

Sheet 1 of 1

Date Drilled:	04/7/2024	Drilling Equipment:	CME-75
Logged By:	MK	Boring Hole Diameter:	8"
Location:	See Site Geologic Map	Drive Weights:	140 lbs.
		Drop:	30"

Depth (ft)	Sample Type	Blows (blows/ft)	Bulk Sample	Moisture Content (%)	Dry Density (pcf)	USCS	Graphic Symbol	Material Description
	R	16		20.5	98.3	SM		Young alluvial fan deposits (Qyf): Gray to brown-gray fine to medium sand, trace gravel, moist, medium dense to dense
5	R	27		8.1	113.3			
10	R	12		5.4				Trace coarse sand
15	S	17		12.0		ML		Gray sandy silt, fine to medium sand, moist, stiff
20	S	24		5.9		SM		Gray to brown-gray fine to medium sand, trace gravel, moist, medium dense to dense
25	S	18		17.8		ML		Gray-brown sandy silt, fine to medium sand, moist, very stiff Total depth 26.5' No groundwater

Material Description

This log contains factual information and interpretation of the subsurface conditions between the samples. The stratum indicated on this log represent the approximate boundary between earth units and the transition may be gradual. The log show subsurface conditions at the date and location indicated, and may not be representative of subsurface conditions at other locations and times.

Sample Types:

R - Ring Sample | - Bulk Sample | - Groundwater

T - Tube Sample | S - SPT Sample | - End of Boring

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Exploratory Boring Log

Boring No. B-23

Sheet 1 of 1

Date Drilled:	04/7/2024	Drilling Equipment:	CME-75
Logged By:	MK	Boring Hole Diameter:	8"
Location:	See Site Geologic Map	Drive Weights:	140 lbs.
		Drop:	30"

Depth (ft)	Sample Type	Blows (blows/ft)	Bulk Sample	Moisture Content (%)	Dry Density (pcf)	USCS	Graphic Symbol	Material Description
						SM		Young alluvial fan deposits (Qyf): Gray to brown-gray fine to medium sand, trace gravel, moist, medium dense to dense
	R	14		8.8	107.7			
5	R	21		3.5	106.7			Trace coarse sand and fine gravel
10	R	34		3.3				Gray in color
15	S	22		4.6				Brown-gray in color
20	S	18		10.0				Light brown to brown, gravel absent
25	S	25		16.1		ML		Gray-brown sandy silt, fine to medium sand, moist, very stiff Total depth 26.5' No groundwater

This log contains factual information and interpretation of the subsurface conditions between the samples. The stratum indicated on this log represent the approximate boundary between earth units and the transition may be gradual. The log show subsurface conditions at the date and location indicated, and may not be representative of subsurface conditions at other locations and times.

Sample Types:

R - Ring Sample | - Bulk Sample | - Groundwater

T - Tube Sample | S - SPT Sample | - End of Boring

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Exploratory Boring Log

Boring No. B-24

Sheet 1 of 1

Date Drilled: 04/7/2024
Logged By: MK
Location: See Site Geologic Map

Drilling Equipment: CME-75
Boring Hole Diameter: 8"
Drive Weights: 140 lbs.
Drop: 30"

Depth (ft)	Sample Type	Blows (blows/ft)	Bulk Sample	Moisture Content (%)	Dry Density (pcf)	USCS	Graphic Symbol	Material Description
	R	17		4.1	123.1	SM		Young alluvial fan deposits (Qyf): Gray to brown-gray fine to medium sand, trace gravel, moist, medium dense to dense
5	R	13		8.0	106.3			
10	R	7		12.9				Light gray in color
15	S	15		10.8				Increasing sand content
20	S	17		18.6				
25	S	46		2.2		SP-SM		Light gray-brown sand with silt, fine to medium sand, trace gravel, dry to slightly moist, dense

This log contains factual information and interpretation of the subsurface conditions between the samples. The stratum indicated on this log represent the approximate boundary between earth units and the transition may be gradual. The log show subsurface conditions at the date and location indicated, and may not be representative of subsurface conditions at other locations and times.

Sample Types:
R - Ring Sample
Bulk Sample
Groundwater
T - Tube Sample
S - SPT Sample
End of Boring

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Exploratory Boring Log

Boring No. B-24

Date Drilled: 04/7/2024
Logged By: MK
Location: See Geologic Map

Drilling Equipment: CME-75
Boring Hole Diameter: 8"
Drive Weights: 140 lbs.
Drop: 30"

Depth (ft)	Sample Type	Blows (blows/ft)	Bulk Sample	Moisture Content (%)	Dry Density (pcf)	USCS	Graphic Symbol	Material Description
35	R	28		4.3		SP-SM		Light gray-brown sand with silt, continued, gravel absent
	R	35		5.5				Total depth 36.5' No groundwater
40								
45								
50								
55								

This log contains factual information and interpretation of the subsurface conditions between the samples. The stratum indicated on this log represent the approximate boundary between earth units and the transition may be gradual. The log show subsurface conditions at the date and location indicated, and may not be representative of subsurface conditions at other locations and times.

Sample Types:
R - Ring Sample
Bulk Sample
Groundwater
T - Tube Sample
S - SPT Sample
End of Boring

Exploratory Trench Log

Location: See Geologic Map

Logged By: KRD

Equipment: Backhoe

Trench No. T-1

Date Excavated: 04/7/2024

Depth (ft)	Bulk Sample	Moisture Content (%)	Dry Density (pcf)		USCS	Graphic Symbol	Material Description
							This log contains factual information and interpretation of the subsurface conditions between the samples. The stratum indicated on this log represent the approximate boundary between earth units and the transition may be gradual. The log show subsurface conditions at the date and location indicated, and may not be representative of subsurface conditions at other locations and times.
		6.7	103.8		SM		Young alluvial fan deposits (Qyf): Brown fine to medium sand, few gravel, moist, upper 2 feet loose (plowed zone) then medium dense
		14.1	111.4				At 2.5 feet becomes yellow-brown to light brown in color.
5							Total depth 5 feet No groundwater Trench backfilled
10							
15							

Exploratory Trench Log

Location: See Geologic Map

469'

Logged By: KRD

Equipment: CAT 430F Backhoe

Trench No. T-2

Date Excavated: 04/7/2024

Depth (ft)	Bulk Sample	Moisture Content (%)	Dry Density (pcf)		USCS	Graphic Symbol	Material Description
							This log contains factual information and interpretation of the subsurface conditions between the samples. The stratum indicated on this log represent the approximate boundary between earth units and the transition may be gradual. The log show subsurface conditions at the date and location indicated, and may not be representative of subsurface conditions at other locations and times.
		16.7	98.7		SM		Young alluvial fan deposits (Qyf): Brown fine to medium sand, few gravel, moist, upper 2 feet loose (plowed zone) then medium dense
		12.7	108.9				At 2 feet becomes yellow-brown to light brown in color.
5							Total depth 5 feet No groundwater Trench backfilled
10							
15							

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Exploratory Trench Log

Location: See Geologic Map
469'

Logged By: KRD
Equipment: CAT 430F Backhoe

Trench No. T-3

Date Excavated: 04/7/2024

Depth (ft)	Bulk Sample	Moisture Content (%)	Dry Density (pcf)		USCS	Graphic Symbol	Material Description
							This log contains factual information and interpretation of the subsurface conditions between the samples. The stratum indicated on this log represent the approximate boundary between earth units and the transition may be gradual. The log show subsurface conditions at the date and location indicated, and may not be representative of subsurface conditions at other locations and times.
		7.5	102.6		SM		Young alluvial fan deposits (Qyf): Brown fine to medium sand, few gravel, moist, upper 2 feet loose (plowed zone) then medium dense
		8.2	106.9				At 2 feet becomes yellow-brown to light brown in color.
5							Total depth 5 feet No groundwater Trench backfilled
10							
15							

Exploratory Trench Log

Location: See Geologic Map
469'

Logged By: KRD
Equipment: CAT 430F Backhoe

Trench No. T-4

Date Excavated: 04/7/2024

Depth (ft)	Bulk Sample	Moisture Content (%)	Dry Density (pcf)		USCS	Graphic Symbol	Material Description
							This log contains factual information and interpretation of the subsurface conditions between the samples. The stratum indicated on this log represent the approximate boundary between earth units and the transition may be gradual. The log show subsurface conditions at the date and location indicated, and may not be representative of subsurface conditions at other locations and times.
		9.2	100.1		SM		Young alluvial fan deposits (Qyf): Brown fine to medium sand, few gravel, moist, upper 2 feet loose (plowed zone) then medium dense
		7.6	105.4				At 2 feet becomes yellow-brown to light brown in color.
5							Total depth 5 feet No groundwater Trench backfilled
10							
15							

Exploratory Trench Log

Location: See Geologic Map

Logged By: KRD

Equipment: CAT 430F Backhoe

Trench No. T-5

Date Excavated: 04/7/2024

Depth (ft)	Bulk Sample	Moisture Content (%)	Dry Density (pcf)		USCS	Graphic Symbol	Material Description
							This log contains factual information and interpretation of the subsurface conditions between the samples. The stratum indicated on this log represent the approximate boundary between earth units and the transition may be gradual. The log show subsurface conditions at the date and location indicated, and may not be representative of subsurface conditions at other locations and times.
		9.7	101.2		SM		Artificial fill (af): Brown fine to medium sand, few gravel, trace organics (manure, decaying organic material) to 3 feet, moist, upper 2 feet loose (plowed zone) then medium dense
		6.8	112.4		SM		Young alluvial fan deposits (Qyf): Gray silty sand to sand with silt, fine to medium sand, moist, medium dense
5							Total depth 5 feet No groundwater Trench backfilled
10							
15							

Exploratory Trench Log

Location: See Geologic Map

468'

Logged By: KRD

Equipment: CAT 430F Backhoe

Trench No. T-6

Date Excavated: 04/7/2024

Depth (ft)	Bulk Sample	Moisture Content (%)	Dry Density (pcf)		USCS	Graphic Symbol	Material Description
							This log contains factual information and interpretation of the subsurface conditions between the samples. The stratum indicated on this log represent the approximate boundary between earth units and the transition may be gradual. The log show subsurface conditions at the date and location indicated, and may not be representative of subsurface conditions at other locations and times.
					SM		Artificial fill (af): Brown fine to medium sand, few gravel, trace organics (manure, decaying organic material) to 2.5 feet, moist, upper 2 feet loose (plowed zone) then medium dense
					SM		Young alluvial fan deposits (Qyf): Gray silty sand to sand with silt, fine to medium sand, moist, medium dense
5							Total depth 5 feet No groundwater Trench backfilled
10							
15							

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Exploratory Trench Log

Location: See Geologic Map

Logged By: KRD

Equipment: CAT 430F Backhoe

Trench No. T-7

Date Excavated: 04/7/2024

Depth (ft)	Bulk Sample	Moisture Content (%)	Dry Density (pcf)		USCS	Graphic Symbol	Material Description
							This log contains factual information and interpretation of the subsurface conditions between the samples. The stratum indicated on this log represent the approximate boundary between earth units and the transition may be gradual. The log show subsurface conditions at the date and location indicated, and may not be representative of subsurface conditions at other locations and times.
		7.9	101.7		SM		Young alluvial fan deposits (Qyf): Brown fine to medium sand, few gravel, moist, upper 2 feet loose (plowed zone) then medium dense
		9.1	105.4				At 2 feet becomes yellow-brown to light brown in color.
5							Total depth 5 feet No groundwater Trench backfilled
10							
15							

Exploratory Trench Log

Location: See Geologic Map

468'

Logged By: KRD

Equipment: CAT 430F Backhoe

Trench No. T-8

Date Excavated: 04/7/2024

Depth (ft)	Bulk Sample	Moisture Content (%)	Dry Density (pcf)		USCS	Graphic Symbol	Material Description
							This log contains factual information and interpretation of the subsurface conditions between the samples. The stratum indicated on this log represent the approximate boundary between earth units and the transition may be gradual. The log show subsurface conditions at the date and location indicated, and may not be representative of subsurface conditions at other locations and times.
		9.7	99.7		SM		Young alluvial fan deposits (Qyf): Brown fine to medium sand, few gravel, moist, upper 2 feet loose (plowed zone) then medium dense
		8.9	106.1				At 2 feet becomes yellow-brown to light brown in color.
5							Total depth 5 feet No groundwater Trench backfilled
10							
15							

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Exploratory Trench Log

Location: See Geologic Map

Logged By: KRD

Equipment: CAT 430F Backhoe

Trench No. T-9

Date Excavated: 04/7/2024

Depth (ft)	Bulk Sample	Moisture Content (%)	Dry Density (pcf)		USCS	Graphic Symbol	Material Description
							This log contains factual information and interpretation of the subsurface conditions between the samples. The stratum indicated on this log represent the approximate boundary between earth units and the transition may be gradual. The log show subsurface conditions at the date and location indicated, and may not be representative of subsurface conditions at other locations and times.
		8.4	99.7		SM		Young alluvial fan deposits (Qyf): Brown fine to medium sand, few gravel, moist, upper 2 feet loose (plowed zone) then medium dense
		9.6	103.2				At 2 feet becomes yellow-brown to light brown in color.
5							Total depth 5 feet No groundwater Trench backfilled
10							
15							

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Percolation Test Data Sheet

Project:	Ontario MiLB Stadium		Project No.:	00-232255-0	Date:	10/16/2023
Test Hole No.:	B-11		Tested By:	SL		
Test Hole Depth (In.) , D_T:	120		USCS Soil Classification:	SM		
Test Hole Dimensions (inches)				Length	Width	
Diameter In.) if round=	8		Sides (if rectangular)=			

Sandy Soil Criteria*

Trial No.	Start Time	Stop Time	Time Interval (min.)	Initial Depth to Water (in.)	Final Depth to Water (in.)	Change in Water Level (in.)	Greater than or equal to 6"? (y/n)
1	8:30 AM	9:00 AM	30	24.0	32.0	8.0	Y
2	9:00 AM	9:30 AM	30	24.0	30.4	6.4	Y

*If two consecutive measurements show that six inches of water seeps away in less than 25 minutes, the test shall be run for an additional hour with measurements taken every 10 minutes. Otherwise, pre-soak (fill) overnight.

Trial No.	Start Time	Stop Time	Δt Time Interval (min.)	D_o Initial Depth to Water (In.)	D_f Final Depth to Water (In.)	ΔD Change in Water Level (In.)	Percolation Rate (min./in.)
1	9:40 AM	10:10 AM	30	12.0	48.2	36.2	0.829
2	10:10 AM	10:40 PM	30	48.2	72.1	23.9	1.258
3	10:40 AM	11:10 AM	30	72.1	84.2	12.2	2.469
4	11:10 AM	11:40 PM	30	84.2	94.8	10.6	2.830
5	11:50 AM	12:10 PM	30	84.3	94.7	10.4	2.885
6	12:10 PM	12:40:00 PM	30	84.6	94.7	10.1	2.970

Infiltration Rate (in/hr) = $(\Delta H*60min/hr*r)/\Delta t\ (r+2Havg)$

H avg = $(H_o - Hf)/2$

Infiltration Rate (in/hr): 1.25

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Percolation Test Data Sheet

Project:	Ontario MiLB Stadium		Project No.:	00-232576-2	Date:	10/16/2023
Test Hole No.:	B-12		Tested By:	SL		
Test Hole Depth (In.) , D_T:	120		USCS Soil Classification:	SP		
Test Hole Dimensions (inches)				Length	Width	
Diameter In.) if round=	8		Sides (if rectangular)=			

Sandy Soil Criteria*

Trial No.	Start Time	Stop Time	Time Interval (min.)	Initial Depth to Water (in.)	Final Depth to Water (in.)	Change in Water Level (in.)	Greater than or equal to 6"? (y/n)
1	12:10 PM	12:40 PM	30	16.0	120.0	104.0	Y
2	12:45 PM	1:15 PM	30	16.0	120.0	104.0	Y

*If two consecutive measurements show that six inches of water seeps away in less than 25 minutes, the test shall be run for an additional hour with measurements taken every 10 minutes. Otherwise, pre-soak (fill) overnight.

Trial No.	Start Time	Stop Time	Δt Time Interval (min.)	D_o Initial Depth to Water (In.)	D_f Final Depth to Water (In.)	ΔD Change in Water Level (In.)	Percolation Rate (min./in.)
1	12:30 PM	12:40 PM	10	12.0	86.4	74.4	0.134
2	12:45 PM	12:55 PM	10	12.0	93.0	81.0	0.123
3	1:00 PM	1:10 PM	10	12.0	90.4	78.4	0.128
4	1:15 PM	1:25 PM	10	12.0	90.2	78.2	0.128
5	1:25 PM	1:35 PM	10	12.0	90.1	78.1	0.128
6	1:35 PM	1:45 PM	10	12.0	89.8	77.8	0.129

COMMENT: Infiltration Rate (in/hr) = $(\Delta H * 60 min/hr * r)/\Delta t\ (r+2Havg)$

H avg = $(H_o - Hf)/2$

Infiltration Rate (in/hr): 13.24

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Percolation Test Data Sheet

Project:	Ontario Spots Park	Project No.:	00-232255-01	Date:	4/10/2024	
Test Hole No.:	B-18	Tested By:	KD			
Test Hole Depth (In.) , D_T:	120	USCS Soil Classification:	SM			
Test Hole Dimensions (inches)				Length	Width	
Diameter In.) if round=	8	Sides (if rectangular)=				

Sandy Soil Criteria*

Trial No.	Start Time	Stop Time	Time Interval (min.)	Initial Depth to Water (in.)	Final Depth to Water (in.)	Change in Water Level (in.)	Greater than or equal to 6"? (y/n)
1	8:00 AM	8:25 PM	25	78.0	86.0	8.0	Y
2	8:25 AM	8:50 AM	25	72.0	79.6	7.6	Y

*If two consecutive measurements show that six inches of water seeps away in less than 25 minutes, the test shall be run for an additional hour with measurements taken every 10 minutes. Otherwise, pre-soak (fill) overnight.

Trial No.	Start Time	Stop Time	Δt Time Interval (min.)	D_o Initial Depth to Water (In.)	D_f Final Depth to Water (In.)	ΔD Change in Water Level (In.)	Percolation Rate (min./in.)
1	8:50 AM	9:00 AM	10	86.40	94.36	8.0	1.256
2	9:00 AM	9:10 AM	10	64.56	70.32	5.8	1.736
3	9:10 AM	9:20 AM	10	67.32	72.12	4.8	2.083
4	9:20 AM	9:30 AM	10	67.72	72.32	4.6	2.174
5	9:30 AM	9:40 AM	10	70.04	74.30	4.3	2.347
6	9:40 AM	9:50 AM	10	73.20	77.60	4.4	2.273
7	9:50 AM	10:00 AM	10	70.56	75.16	4.6	2.174
8	10:00 AM	10:10 AM	10	71.68	76.28	4.6	2.174
6	10:10 AM	10:20 AM	10	74.00	78.62	4.6	2.165

COMMEN Infiltration Rate (in/hr) = $(\Delta H*60min/hr*r)/\Delta t$ $(r+2Havg)$

H avg = $(H_o - Hf)/2$

Infiltration Rate (in/hr): 1.07

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Percolation Test Data Sheet

Project:	Ontario Spots Park	Project No.:	00-232255-01	Date:	4/10/2024
Test Hole No.:	B-20	Tested By:	KD		
Test Hole Depth (In.) , D_T:	120	USCS Soil Classification:	SM		
Test Hole Dimensions (inches)			Length	Width	
Diameter In.) if round=	8	Sides (if rectangular)=			

Sandy Soil Criteria*

Trial No.	Start Time	Stop Time	Time Interval (min.)	Initial Depth to Water (in.)	Final Depth to Water (in.)	Change in Water Level (in.)	Greater than or equal to 6"? (y/n)
1	11:15 AM	11:40 AM	25	61.8	78.2	16.4	Y
2	11:40 AM	11:05 AM	25	65.2	77.9	12.7	Y

*If two consecutive measurements show that six inches of water seeps away in less than 25 minutes, the test shall be run for an additional hour with measurements taken every 10 minutes. Otherwise, pre-soak (fill) overnight.

Trial No.	Start Time	Stop Time	Δt Time Interval (min.)	D_o Initial Depth to Water (In.)	D_f Final Depth to Water (In.)	ΔD Change in Water Level (In.)	Percolation Rate (min./in.)
1	11:06 AM	11:16 AM	10	61.90	74.52	12.6	0.792
2	11:16 AM	11:26 AM	10	74.52	82.20	7.7	1.302
3	11:26 AM	11:36 AM	10	72.00	84.00	12.0	0.833
4	11:36 AM	11:46 AM	10	57.60	64.40	6.8	1.471
5	11:46 AM	11:56 AM	10	64.40	69.80	5.4	1.852
6	11:56 AM	12:06 PM	10	64.80	70.20	5.4	1.852
7	12:06 PM	12:16 PM	10	67.20	72.84	5.6	1.773
8	12:16 PM	12:26 PM	10	71.84	77.24	5.4	1.852
6	12:26 PM	12:36 PM	10	76.24	81.64	5.4	1.852

COMMEN Infiltration Rate (in/hr) = $(\Delta H*60min/hr*r)/\Delta t\ (r+2Havg)$

H avg = $(H_o - Hf)/2$

Infiltration Rate (in/hr): 1.06

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INFILTRATION TEST RESULTS

			Area	Depth of Liq
Project ID	00-232255-01	Constants	(cm^2)	(cm)
Test Location	T-1	Inner Ring	707	11.5
Tested By	520DKR	Anlr. Space	2106	9.0
Date	4/10/24			
Depth to Water Table		Air Temp		

No.	S or E	Date Yr 2024	Time hr (min)	Elpd Time (min)	Flow Readings Inner Ring Rg (cm^3)	Inner Ring Flow (cm^3)	Anlr Space Ring (cm^3)	Anlr Space Flow (cm^3)	Iner Infil Rate Inr (cm/hr)	Iner Infil Rate Anlr (cm/hr)	Iner Infil Rate Inr (in/hr)	Iner Infil Rate Anlr (ft/min)	Remarks
1	S	4/10	8:40:00	0	0	550	0	2,950	9.335	16.809	3.6753	6.6177	
	E	4/10	8:45:00	5.00	550		2,950						
2	S	4/10	8:45:00	5.00	550	300	2,950	1,800	5.092	10.256	2.0047	4.0379	
	E	4/10	8:50:00	10.00	850		4,750						
3	S	4/10	8:50:00	5.00	850	250	4,750	1,750	4.243	9.972	1.6706	3.9258	
	E	4/10	8:55:00	15.00	1,100		6,500						
4	S	4/10	8:55:00	5.00	1,100	150	6,500	1,700	2.546	9.687	1.0023	3.8136	
	E	4/10	9:00:00	20.00	1,250		8,200						
5	S	4/10	9:00:00	5.00	1,250	150	8,200	1,500	2.546	8.547	1.0023	3.3650	
	E	4/10	9:05:00	25.00	1,400		9,700						
6	S	4/10	9:05:00	5.00	1,400	150	9,700	1,500	2.546	8.547	1.0023	3.3650	
	E	4/10	9:10:00	30.00	1,550		11,200						

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INFILTRATION TEST RESULTS

			Area	Depth of Liq
Project ID	00-232255-01	Constants	(cm^2)	(cm)
Test Location	T-3	Inner Ring	707	11.5
Tested By	520DKR	Anlr. Space	2106	9.0
Date	4/10/24			
Depth to Water Table		Air Temp		

No.	S or E	Date Yr 2024	Time hr (min)	Elpd Time (min)	Flow Readings Inner Ring Rg (cm^3)	Inner Ring Flow (cm^3)	Anlr Space Ring (cm^3)	Anlr Space Flow (cm^3)	Iner Infil Rate Inr (cm/hr)	Iner Infil Rate Anlr (cm/hr)	Iner Infil Rate Inr (in/hr)	Iner Infil Rate Anlr (ft/min)	Remarks
1	S	4/10	9:30:00	0	0	650	0	3,200	11.033	18.234	4.3435	7.1786	
	E	4/10	9:35:00	5.00	650		3,200						
2	S	4/10	9:35:00	5.00	650	325	3,200	1,800	5.516	10.256	2.1718	4.0379	
	E	4/10	9:40:00	10.00	975		5,000						
3	S	4/10	9:40:00	5.00	975	225	5,000	1,700	3.819	9.687	1.5035	3.8136	
	E	4/10	9:45:00	15.00	1,200		6,700						
4	S	4/10	9:45:00	5.00	1,200	175	6,700	1,600	2.970	9.117	1.1694	3.5893	
	E	4/10	9:55:00	20.00	1,375		8,300						
5	S	4/10	9:55:00	5.00	1,375	175	8,300	1,600	2.970	9.117	1.1694	3.5893	
	E	4/10	10:00:00	25.00	1,550		9,900						
6	S	4/10	10:00:00	5.00	1,550	175	9,900	1,600	2.970	9.117	1.1694	3.5893	
	E	4/10	10:10:00	30.00	1,725		11,500						

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INFILTRATION TEST RESULTS

			Area	Depth of Liq
Project ID	00-232255-01	Constants	(cm^2)	(cm)
Test Location	T-5	Inner Ring	707	11.5
Tested By	520DKR	Anlr. Space	2106	9.0
Date	4/10/24			
Depth to Water Table		Air Temp		

No.	S or E	Date Yr 2024	Time hr (min)	Elpd Time (min)	Flow Readings Inner Ring Rg (cm^3)	Inner Ring Flow (cm^3)	Anlr Space Ring (cm^3)	Anlr Space Flow (cm^3)	Iner Infil Rate Inr (cm/hr)	Iner Infil Rate Anlr (cm/hr)	Iner Infil Rate Inr (in/hr)	Iner Infil Rate Anlr (ft/min)	Remarks
1	S	4/10	10:24:00	0	0	400	0	2,950	6.789	16.809	2.6729	6.6177	
	E	4/10	10:29:00	5.00	400		2,950						
2	S	4/10	10:29:00	5.00	400	250	2,950	1,800	4.243	10.256	1.6706	4.0379	
	E	4/10	10:34:00	10.00	650		4,750						
3	S	4/10	10:34:00	5.00	650	250	4,750	1,750	4.243	9.972	1.6706	3.9258	
	E	4/10	10:39:00	15.00	900		6,500						
4	S	4/10	10:39:00	5.00	900	200	6,500	1,700	3.395	9.687	1.3365	3.8136	
	E	4/10	10:44:00	20.00	1,100		8,200						
5	S	4/10	10:44:00	5.00	1,100	175	8,200	1,500	2.970	8.547	1.1694	3.3650	
	E	4/10	10:49:00	25.00	1,275		9,700						
6	S	4/10	10:49:00	5.00	1,275	175	9,700	1,400	2.970	7.977	1.1694	3.1406	
	E	4/10	10:54:00	30.00	1,450		11,100						
7	S	4/10	10:54:00	5.00	1,450	175	11,100	1,300	2.970	7.407	1.1694	2.9163	
	E	4/10	10:59:00	35.00	1,625		12,400						

APPENDIX B

LABORATORY TESTS

APPENDIX B

LABORATORY TESTS

B-1.00 LABORATORY TESTS

B-1.01 Maximum Density

Maximum density - optimum moisture relationships for the major soil types encountered during the field exploration were performed in the laboratory using the standard procedures of ASTM D1557.

B-1.02 Atterberg Limits

The liquid limit, plastic limit, and the plasticity index of the major soil types encountered in the test holes were determined using the standard test methods of ASTM D4318.

B-1.03 Expansion Tests

Expansion index tests were performed on representative samples of the major soil types encountered by the test methods outlined in ASTM D4829.

B-1.04 Soluble Sulfates and Chlorides

A test was performed on representative sample encountered during the investigation using the Caltrans Test Methods CTM 417 and CTM 422.

B-1.05 Sand Equivalence

Sand Equivalent tests were performed on representative samples of the major soil types encountered by the test methods of ASTM D2419.

B-1.06 Soil Reactivity (pH) and Electrical Resistivity

Representative soil sample was tested for soil reactivity (pH) and electrical resistivity using California Test Method 643. The pH measurement determines the degree of acidity or alkalinity in the soils.

B-1.07 Particle Size Analysis

Particle size analysis was performed on representative samples of the major soils types in accordance to the standard test methods of the ASTM D422. The hydrometer portion of the standard procedure was not performed and the material retained on the #200 screen was washed.

B-1.08 Direct Shear

Direct shear tests were performed on representative samples of the major soil types encountered in the test holes using the standard test method of ASTM D3080 (consolidated and drained). Tests were performed on remolded samples. Remolded samples were tested at 90 percent relative compaction.

Shear tests were performed on a direct shear machine of the strain-controlled type. To simulate possible adverse field conditions, the samples were saturated prior to shearing. Several samples were sheared at varying normal

loads and the results plotted to establish the angle of the internal friction and cohesion of the tested samples.

B-1.09 Resistance Value (R-Value)

Resistance Value tests were performed on representative samples of the major soil types encountered by the test methods outlined in California 301.

B-1.10 Moisture Determination

Moisture content of the soil samples was performed in accordance to standard method for determination of water content of soil by drying oven, ASTM D2216. The mass of material remaining after oven drying is used as the mass of the solid particles.

B-1.11 Density of Split-Barrel Samples

Soil samples were obtained by using a split-barrel sampler in accordance to standard method of ASTM D1586.

B-1.12 Test Results

Test results for all laboratory tests performed on the subject project are presented in this appendix.

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SAMPLE INFORMATION

Sample Number	Sample Description	Sample Location	
		Boring No.	Depth (ft)
1	Light brown silty sand	B-1	2-5 feet
2	Light brown silty sand	B-2	2-5 feet
3	Light brown silty sand	B-3	12-15 feet
4	Light brown silty sand	B-4	2-5 feet
5	Light brown silty sand	B-5	12-16 feet
7	Light brown silty sand	B-7	2-5 feet
8	Brown to gray-brown silty sand	B-19	2-5 feet
9	Gray-brown silty sand	B-19	30-35 feet
10	Gray to brown-gray silty sand	B-21	2-5 feet
11	Gray sandy silt	B-21	30-35 feet
12	Gray to brown-gray silty sand	B-22	2-5 feet
13	Gray to brown-gray silty sand	B-23	2-5 feet
14	Gray to brown-gray silty sand	B-24	2-5 feet
15	Light gray-brown sand with silt	B-24	30-35 feet

MAXIMUM DENSITY - OPTIMUM MOISTURE

Test Method: ASTM D1557

Sample Number	Optimum Moisture (Percent)	Maximum Density (lbs/ft^3)
1	9.9	129.9
2	9.2	130.3
5	8.5	133.7
11	9.9	129.5
13	13.6	112.9
15	9.2	130.2

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ATTERBERG LIMITS

Test Method: ASTM D4318

Sample Location	Liquid Limit	Plastic Index	Soil Classification
B-6 @ 50 feet	34	16	CL

EXPANSION TEST

Test Method: ASTM D4829

Sample Number	Molding Moisture Content (Percent)	Final Moisture Content (Percent)	Initial Dry Density (lbs/ft^3)	Expansion Index	Expansion Classification
1	7.5	15.1	117.6	4	Very low
7	6.2	14.8	118.3	2	Very low

SOLUBLE SULFATES AND CHLORIDES

Test Method: CTM 417 and CTM 422

Sample Number	Soluble Sulfate (% by weight)	Soluble Chloride (ppm)
3	0.0261	153

SOIL REACTIVITY (pH) AND ELECTRICAL RESISTIVITY

Test Method: CTM 643

Sample Number	pH	Resistivity (Ohm-cm)
3	6.8	770

SAND EQUIVALENT

Test Method: ASTM D2419

Sample Number	Sand Equivalent
2	19

PERCENT PASSING #200 SIEVE

Test Method: ASTM D422

Sample Location	Percent Passing #200 Sieve
B-1 @ 5 feet	37.6%
B-6 @10 feet	24.1%
B-6 @ 20 feet	32.0%
B-5 @ 30 feet	57.8%
B-5 @ 45 feet	17.3%
B-5 @ 50 feet	7.3%
B-6 @ 30 feet	60.3%
B-6 @ 50 feet	63.0%
B-6 @ 70 feet	24.2%

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PARTICLE SIZE ANALYSIS

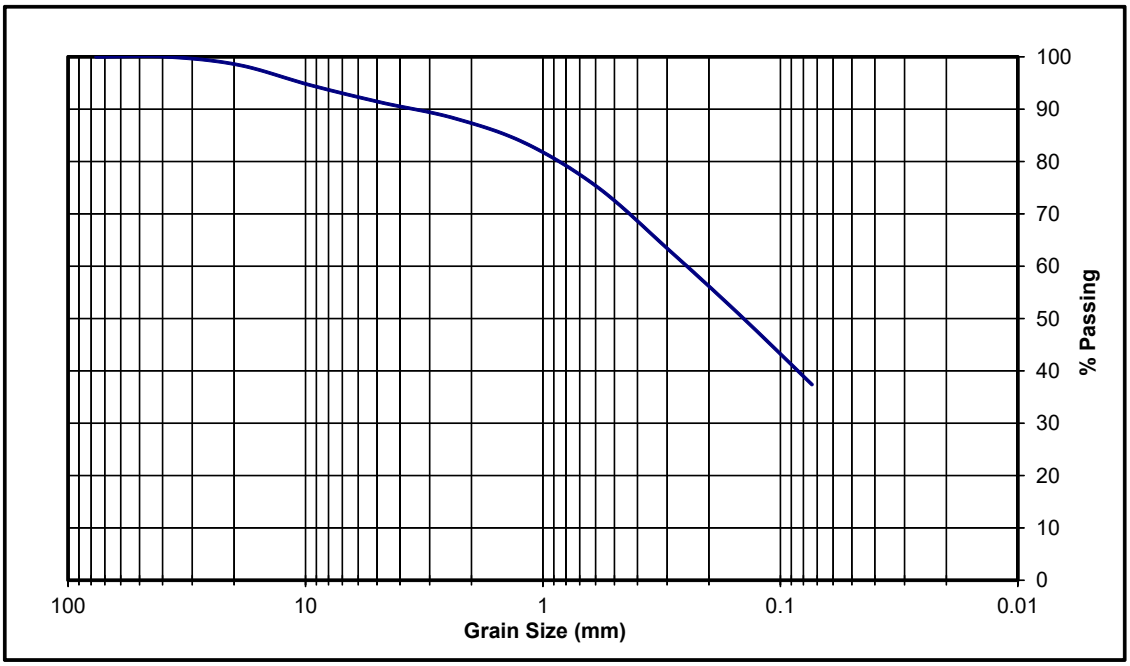
ASTM D422

Sample ID: 1
Location: B-1 @ 2-5 feet

Fraction A: Dry Net Weight (gms): 5,444
Fraction B: Dry Net Weight (gms): 486

	Screen Size	Net Retained Weight (gms)	Net Passing Weight (gms)	% Passing
Fraction A:	3"	0	5444	100
	1-1/2"	0	5444	100
	3/4"	85	5359	98
	3/8"	295	5149	95
	#4	477	4967	91

	Screen Size	Net Retained Weight (gms)	Net Passing Weight (gms)	% Passing
Fraction B:	#8	15.6	470.4	88
	#16	41.0	445.0	84
	#30	85.9	400.1	75
	#50	149.1	336.9	63
	#100	214.9	271.1	51
	#200	286.8	199.2	37



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PARTICLE SIZE ANALYSIS

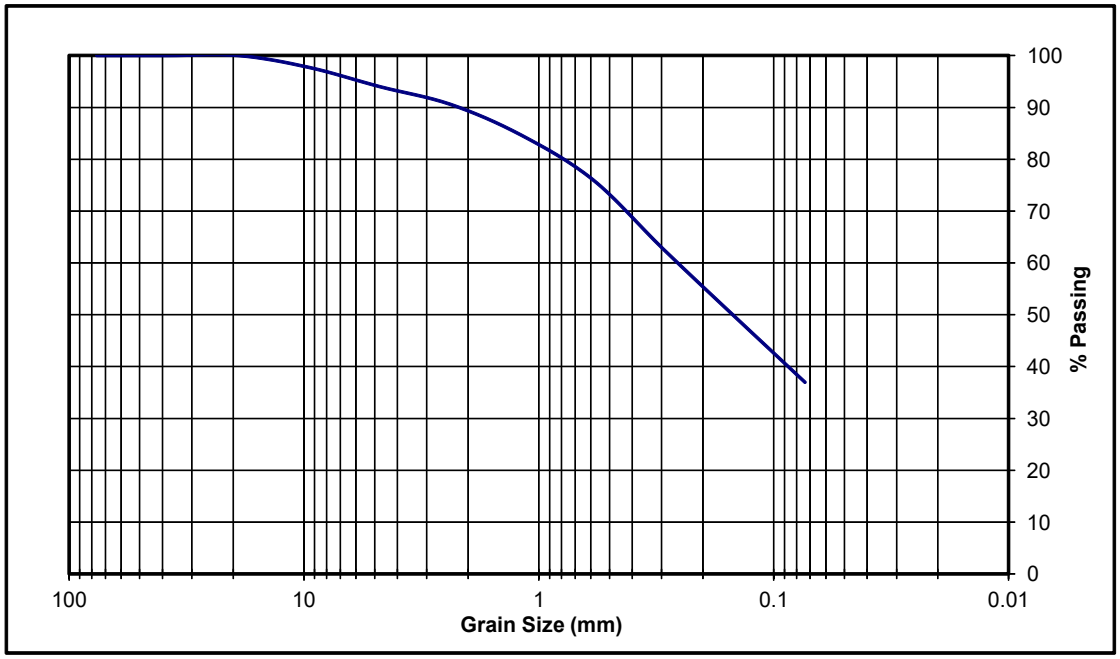
ASTM D422

Sample ID: 5
Location: B-5 @ 12-16 feet

Fraction A: Dry Net Weight (gms): 4,888
Fraction B: Dry Net Weight (gms): 523.8

	Screen Size	Net Retained Weight (gms)	Net Passing Weight (gms)	% Passing
Fraction A:	3"	0	4888	100
	1-1/2"	0	4888	100
	3/4"	0	4888	100
	3/8"	112	4776	98
	#4	294	4594	94

	Screen Size	Net Retained Weight (gms)	Net Passing Weight (gms)	% Passing
Fraction B:	#8	19.0	504.8	91
	#16	52.0	471.8	85
	#30	100.0	423.8	76
	#50	174.0	349.8	63
	#100	245.0	278.8	50
	#200	317.8	206.0	37



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PARTICLE SIZE ANALYSIS

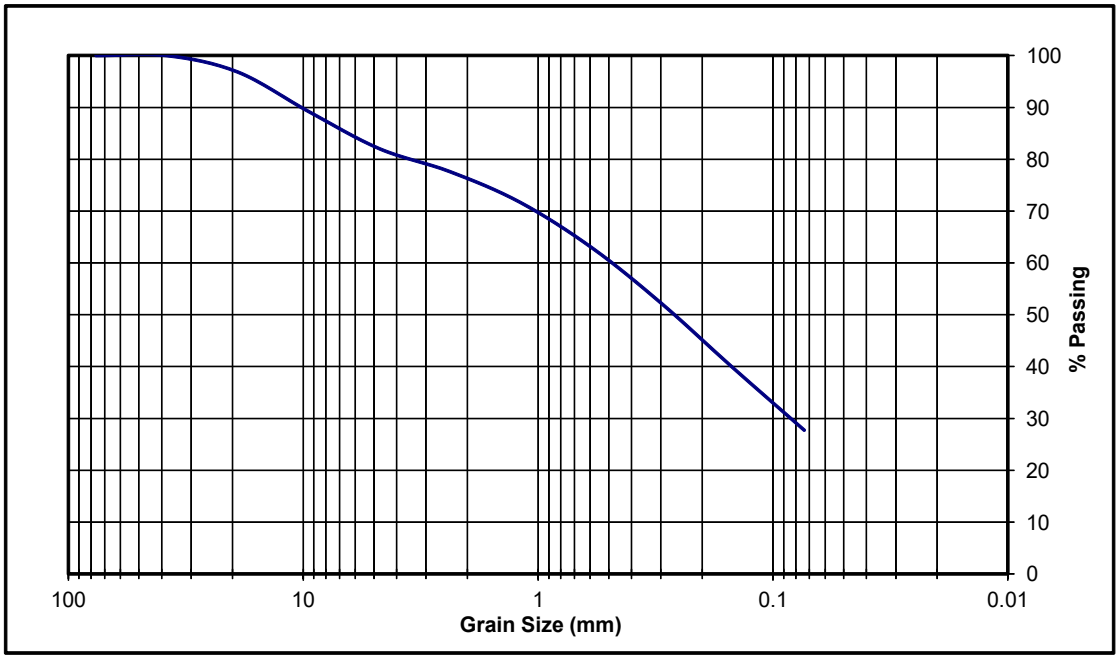
ASTM D422

Sample ID: 7
Location: B-7 @ 2-5 feet

Fraction A: Dry Net Weight (gms): 18,947
Fraction B: Dry Net Weight (gms): 508.4

	Screen Size	Net Retained Weight (gms)	Net Passing Weight (gms)	% Passing
Fraction A:	3"	0	18947	100
	1-1/2"	0	18947	100
	3/4"	597	18350	97
	3/8"	2036	16911	89
	#4	3400	15547	82

	Screen Size	Net Retained Weight (gms)	Net Passing Weight (gms)	% Passing
Fraction B:	#8	27.4	481.0	78
	#16	64.3	444.1	72
	#30	118.7	389.7	63
	#50	185.5	322.9	52
	#100	260.7	247.7	40
	#200	336.5	171.9	28



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PARTICLE SIZE ANALYSIS

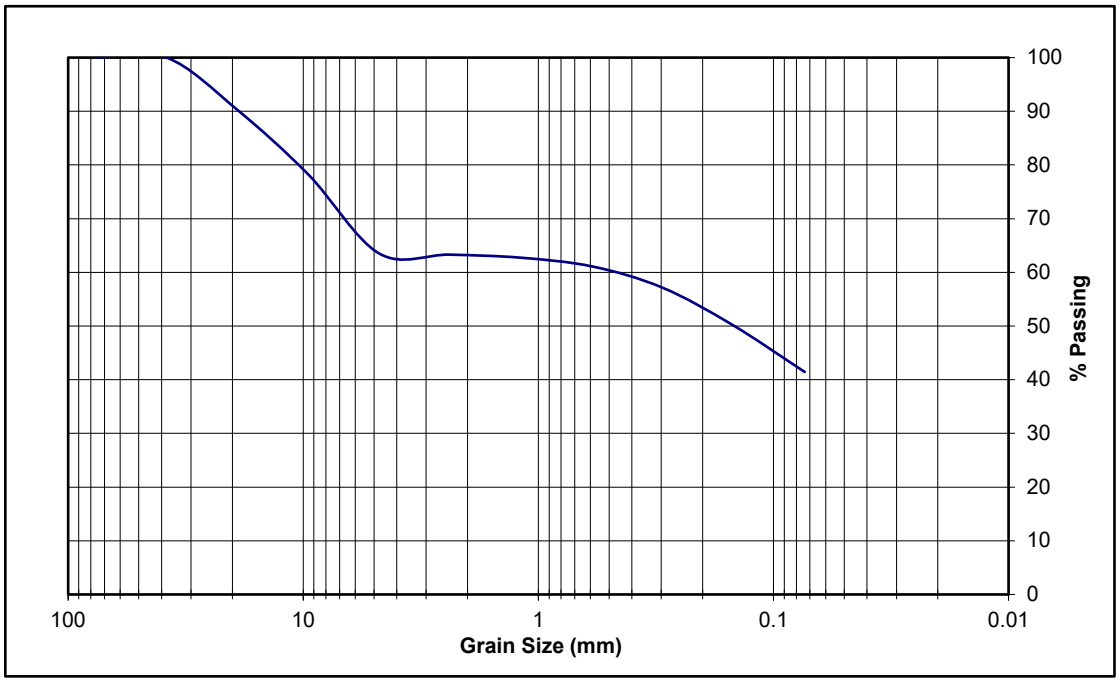
ASTM D422

Sample ID: 9
Location: B-19 @30-35 feet

Fraction A: Dry Net Weight (gms): 5,222
Fraction B: Dry Net Weight (gms): 503.8

	Screen Size	Net Retained Weight (gms)	Net Passing Weight (gms)	% Passing
Fraction A:	3"	0	5222	100
	1-1/2"	0	5222	100
	3/4"	509	4713	90
	3/8"	1136	4086	78
	#4	1906	3316	64

	Screen Size	Net Retained Weight (gms)	Net Passing Weight (gms)	% Passing
Fraction B:	#8	1.6	502.2	63
	#16	6.1	497.7	63
	#30	19.1	484.7	61
	#50	50.3	453.5	57
	#100	105.2	398.6	50
	#200	175.0	328.8	41



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PARTICLE SIZE ANALYSIS

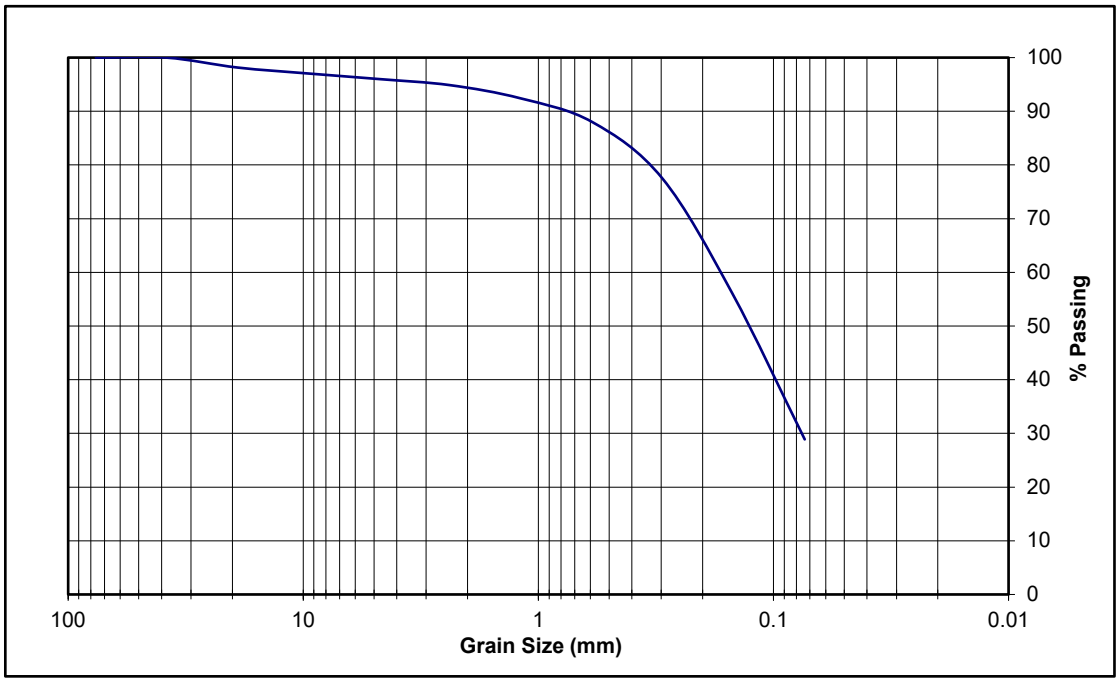
ASTM D422

Sample ID: 10
Location: B-21 @2-5 feet

Fraction A: Dry Net Weight (gms): 4,231
Fraction B: Dry Net Weight (gms): 511.6

	Screen Size	Net Retained Weight (gms)	Net Passing Weight (gms)	% Passing
Fraction A:	3"	0	4231	100
	1-1/2"	0	4231	100
	3/4"	78	4153	98
	3/8"	125	4106	97
	#4	169	4062	96

	Screen Size	Net Retained Weight (gms)	Net Passing Weight (gms)	% Passing
Fraction B:	#8	6.0	505.6	95
	#16	19.1	492.5	92
	#30	42.7	468.9	88
	#50	98.5	413.1	78
	#100	212.5	299.1	56
	#200	357.6	154.0	29



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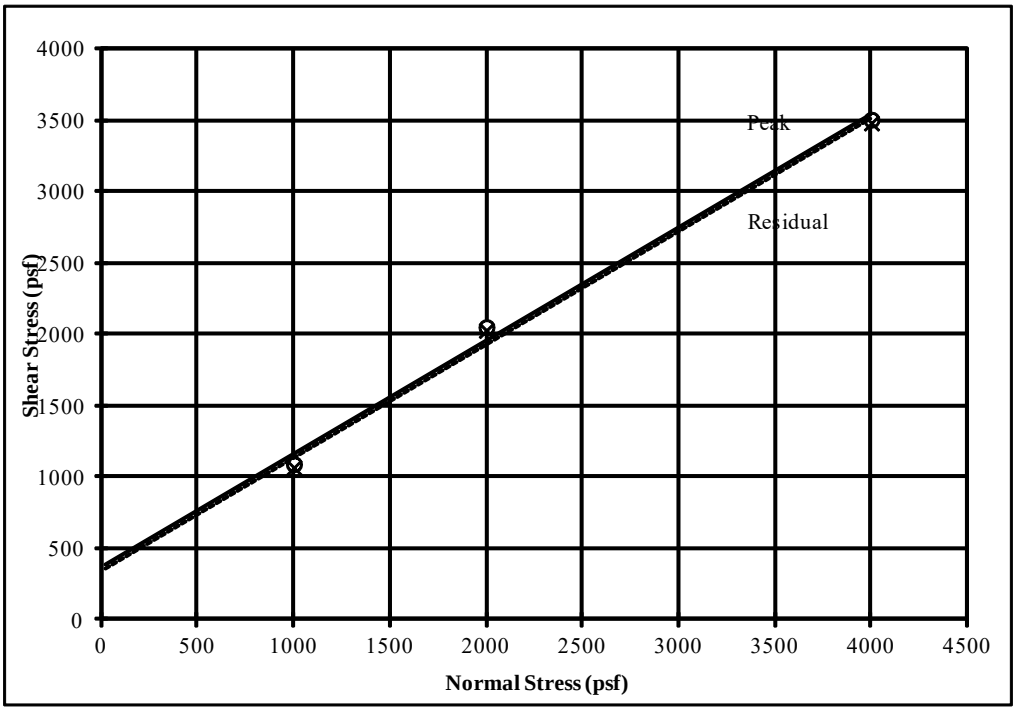
DIRECT SHEAR TEST
ASTM D3080

Sample ID: 1

Maximum Dry Density (pcf) =	130.3
Optimum Moisture Content (%) =	9.2
Initial Dry Density (pcf) =	117.3
Initial Moisture Content (%) =	9.9
Final Moisture Content (%) =	14.6

Normal Pressure	Peak Shear Resist	Residual Shear Resist
1000	1092	1068
2000	2052	2028
4000	3504	3480

	Peak	Residual
Cohesion (psf) =	370	340
Friction Angle (deg) =	38	38



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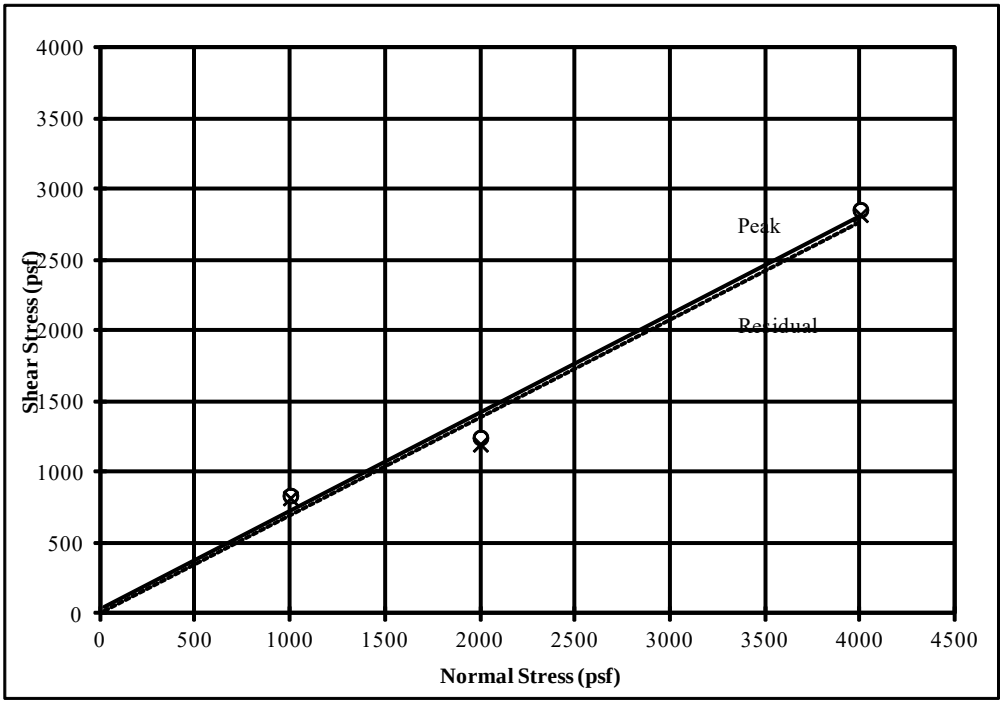
DIRECT SHEAR TEST
ASTM D3080

Sample ID: 5

Maximum Dry Density (pcf) =	133.7
Optimum Moisture Content (%) =	8.5
Initial Dry Density (pcf) =	120.3
Initial Moisture Content (%) =	8.6
Final Moisture Content (%) =	15.7

Normal Pressure	Peak Shear Resist	Residual Shear Resist
1000	838	820
2000	1248	1200
4000	2856	2820

	Peak	Residual
Cohesion (psf) =	30	10
Friction Angle (deg) =	35	34



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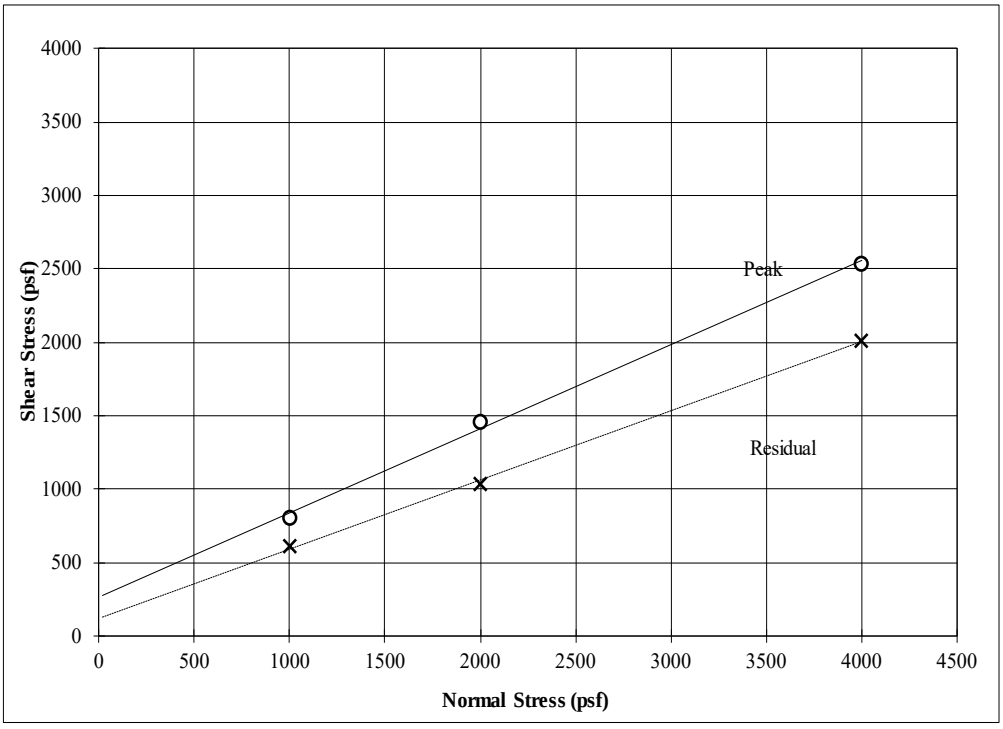
DIRECT SHEAR TEST
ASTM D3080

Sample ID: 13

Maximum Dry Density (pcf) =	112.9
Optimum Moisture Content (%) =	13.6
Initial Dry Density (pcf) =	101.6
Initial Moisture Content (%) =	8.6
Final Moisture Content (%) =	22.5

Normal Pressure	Peak Shear Resist	Residual Shear Resist
1000	804	612
2000	1464	1038
4000	2540	2012

	Peak	Residual
Cohesion (psf) =	270	130
Friction Angle (deg) =	30	25



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CTM 301 - DETERMINATION OF RESISTANCE "R" VALUE OF TREATED AND UNTREATED BASES, SUBBASES, AND BASEMENT SOILS BY THE STABILOMETER

Sample ID: 1

Specimen No	A	B	C
Moisture Content (%)	10.6	10.0	10.3
Dry Density (pcf)	120.0	120.0	119.5
Exudation Pressure (psi)	191	796	553
Stabilometer R Value	23	74	61
Expansion Pressure Dial	0	0	0

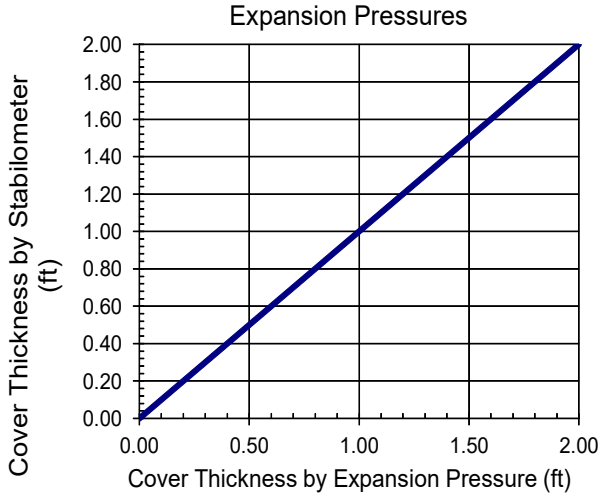
Use: Traffic Index = 6.0 Gravel Factor = 1.00

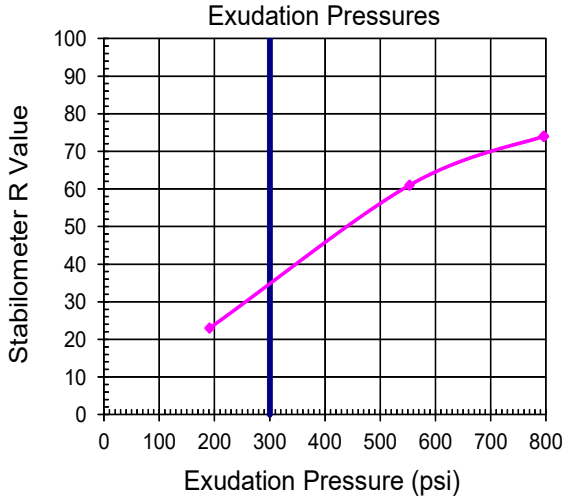
Thickness by Expansion (ft)			
Thickness by Stabilometer (ft)	1.48	0.50	0.75

Equilibrium Thick (ft) -

Equilibrium Pressure R Value **n/a**

Exudation Pressure R Value @ 300 psi **35** ***Use Exudation R Value***





Expansion Pressure R-Value is based on the following structural section:

Thickness of AC (ft)=	**0.42**	G_f(ac) =	2.31	W(ac) =	145
Thickness of Aggregate Base (ft)=	**0.50**	G_f(base) =	1.10	W(base) =	130
		G_f(avg) =	1.65	W(avg) =	137

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CTM 301 - DETERMINATION OF RESISTANCE "R" VALUE OF TREATED AND UNTREATED BASES, SUBBASES, AND BASEMENT SOILS BY THE STABILOMETER

Sample ID: 2

Specimen No	A	B	C
Moisture Content (%)	11.2	10.2	9.7
Dry Density (pcf)	119.7	121.6	122.3
Exudation Pressure (psi)	156	390	490
Stabilometer R Value	46	63	67
Expansion Pressure Dial	0	0	0

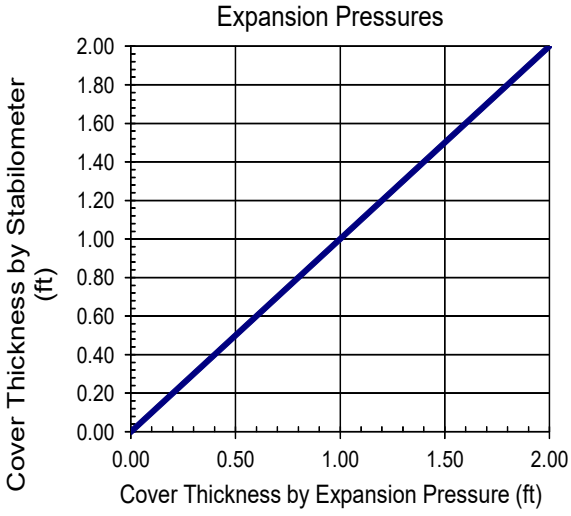
Use: Traffic Index = 6.0 Gravel Factor = 1.00

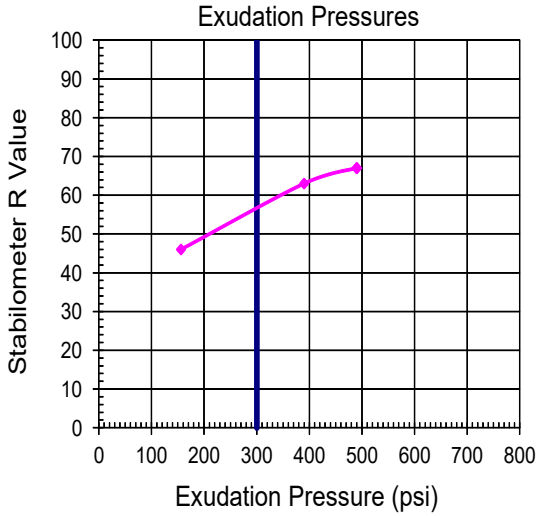
Thickness by Expansion (ft)			
Thickness by Stabilometer (ft)	1.04	0.71	0.63

Equilibrium Thick (ft) -

Equilibrium Pressure R Value **n/a**

Exudation Pressure R Value @ 300 psi **57** ***Use Exudation R Value***





Expansion Pressure R-Value is based on the following structural section:

Thickness of AC (ft)=	**0.42**	G_f(ac) =	2.31	W(ac) =	145
Thickness of Aggregate Base (ft)=	**0.50**	G_f(base) =	1.10	W(base) =	130
		G_f(avg) =	1.65	W(avg) =	137

APPENDIX C

GENERAL EARTHWORK AND GRADING SPECIFICATIONS

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APPENDIX C

GENERAL EARTHWORK AND GRADING SPECIFICATIONS

C-1.00 GENERAL DESCRIPTION

C-1.01 Introduction

These specifications present our general recommendations for earthwork and grading as shown on the approved grading plans for the subject project. These specifications shall cover all clearing and grubbing, removal of existing structures, preparation of land to be filled, filling of the land, spreading, compaction and control of the fill, and all subsidiary work necessary to complete the grading of the filled areas to conform with the lines, grades and slopes as shown on the approved plans.

The recommendations contained in the geotechnical report of which these general specifications are a part of shall supersede the provisions contained hereinafter in case of conflict.

C-1.02 Laboratory Standard and Field Test Methods

The laboratory standard used to establish the maximum density and optimum moisture shall be ASTM D1557.

The insitu density of earth materials (field compaction tests) shall be determined by the sand cone method (ASTM D1556), direct transmission nuclear method (ASTM D6938) or other test methods as considered appropriate by the geotechnical consultant.

Relative compaction is defined, for purposes of these specifications, as the ratio of the in-place density to the maximum density as determined in the previously mentioned laboratory standard.

C-2.00 CLEARING

C-2.01 Surface Clearing

All structures marked for removal, timber, logs, trees, brush and other rubbish shall be removed and disposed of off the site. Any trees to be removed shall be pulled in such a manner so as to remove as much of the root system as possible.

C-2.02 Subsurface Removals

A thorough search should be made for possible underground storage tanks and/or septic tanks and cesspools. If found, tanks should be removed and cesspools pumped dry.

Any concrete irrigation lines shall be crushed in place and all metal underground lines shall be removed from the site.

C-2.03 Backfill of Cavities

All cavities created or exposed during clearing and grubbing operations or by previous use of the site shall be cleared of deleterious material and backfilled with native soils or other materials approved by the soil engineer. Said backfill

shall be compacted to a minimum of 90% relative compaction.

C-3.00 ORIGINAL GROUND PREPARATION

C-3.01 Stripping of Vegetation

After the site has been properly cleared, all vegetation and topsoil containing the root systems of former vegetation shall be stripped from areas to be graded. Materials removed in this stripping process may be used as fill in areas designated by the soil engineer, provided the vegetation is mixed with a sufficient amount of soil to assure that no appreciable settlement or other detriment will occur due to decaying of the organic matter. Soil materials containing more than 3% organics shall not be used as structural fill.

C-3.02 Removals of Non-Engineered Fills

Any non-engineered fills encountered during grading shall be completely removed and the underlying ground shall be prepared in accordance to the recommendations for original ground preparation contained in this section. After cleansing of any organic matter the fill material may be used for engineered fill.

C-3.03 Overexcavation of Fill Areas

The existing ground in all areas determined to be satisfactory for the support of fills shall be scarified to a minimum depth of 6 inches. Scarification shall continue until the soils are broken down and free from lumps or clods and until the scarified zone is uniform. The moisture content of the scarified zone shall be adjusted to within 2% of optimum moisture. The scarified zone shall then be uniformly compacted to 90% relative compaction.

Where fill material is to be placed on ground with slopes steeper than 5:1 (H:V) the sloping ground shall be benched. The lowermost bench shall be a minimum of 15 feet wide, shall be a minimum of 2 feet deep, and shall expose firm material as determined by the geotechnical consultant. Other benches shall be excavated to firm material as determined by the geotechnical consultant and shall have a minimum width of 4 feet.

Existing ground that is determined to be unsatisfactory for the support of fills shall be overexcavated in accordance to the recommendations contained in the geotechnical report of which these general specifications are a part.

C-4.00 FILL MATERIALS

C-4.01 General

Materials for the fill shall be free from vegetable matter and other deleterious substances, shall not contain rocks or lumps of a greater dimension than is recommended by the geotechnical consultant, and shall be approved by the geotechnical consultant. Soils of poor gradation, expansion, or strength properties shall be placed in areas designated by the geotechnical consultant or shall be mixed with other soils providing satisfactory fill material.

C-4.02 Oversize Material

Oversize material, rock or other irreducible material with a maximum dimension greater than 12 inches, shall not be placed in fills, unless the location, materials, and disposal methods are specifically approved by the geotechnical

consultant. Oversize material shall be placed in such a manner that nesting of oversize material does not occur and in such a manner that the oversize material is completely surrounded by fill material compacted to a minimum of 90% relative compaction. Oversize material shall not be placed within 10 feet of finished grade without the approval of the geotechnical consultant.

C-4.03 Import

Material imported to the site shall conform to the requirements of Section 4.01 of these specifications. Potential import material shall be approved by the geotechnical consultant prior to importation to the subject site.

C-5.00 PLACING AND SPREADING OF FILL

C-5.01 Fill Lifts

The selected fill material shall be placed in nearly horizontal layers which when compacted will not exceed approximately 6 inches in thickness. Thicker lifts may be placed if testing indicates the compaction procedures are such that the required compaction is being achieved and the geotechnical consultant approves their use.
Each layer shall be spread evenly and shall be thoroughly blade mixed during the spreading to insure uniformity of material in each layer.

C-5.02 Fill Moisture

When the moisture content of the fill material is below that recommended by the soils engineer, water shall then be added until he moisture content is as specified to assure thorough bonding during the compacting process.

When the moisture content of the fill material is above that recommended by the soils engineer, the fill material shall be aerated by blading or other satisfactory methods until the moisture content is as specified.

C-5.03 Fill Compaction

After each layer has been placed, mixed, and spread evenly, it shall be thoroughly compacted to not less than 90% relative compaction. Compaction shall be by sheepsfoot rollers, multiple-wheel pneumatic tired rollers, or other types approved by the soil engineer.

Rolling shall be accomplished while the fill material is at the specified moisture content. Rolling of each layer shall be continuous over its entire area and the roller shall make sufficient trips to insure that the desired density has been obtained.

C-5.04 Fill Slopes

Fill slopes shall be compacted by means of sheepsfoot rollers or other suitable equipment. Compacting of the slopes may be done progressively in increments of 3 to 4 feet in fill height. At the completion of grading, the slope face shall be compacted to a minimum of 90% relative compaction. This may require track rolling or rolling with a grid roller attached to a tractor mounted side-boom.

Slopes may be over filled and cut back in such a manner that the exposed slope faces are compacted to a minimum of 90% relative compaction.

The fill operation shall be continued in six inch (6") compacted layers, or as specified above, until the fill has been brought to the finished slopes and grades as shown on the accepted plans.

C-5.05 Compaction Testing

Field density tests shall be made by the geotechnical consultant of the compaction of each layer of fill. Density tests shall be made at locations selected by the geotechnical consultant.

Frequency of field density tests shall be not less than one test for each 2.0 feet of fill height and at least every one thousand cubic yards of fill. Where fill slopes exceed four feet in height their finished faces shall be tested at a frequency of one test for each 1000 square feet of slope face.

Where sheepsfoot rollers are used, the soil may be disturbed to a depth of several inches. Density reading shall be taken in the compacted material below the disturbed surface. When these readings indicate that the density of any layer of fill or portion thereof is below the required density, the particular layer or portion shall be reworked until the required density has been obtained.

C-6.00 SUBDRAINS

C-6.01 Subdrain Material

Subdrains shall be constructed of a minimum 4-inch diameter pipe encased in a suitable filter material. The subdrain pipe shall be Schedule 40 Acrylonitrile Butadiene Styrene (ABS) or Schedule 40 Polyvinyl Chloride Plastic (PVC) pipe or approved equivalent. Subdrain pipe shall be installed with perforations down. Filter material shall consist of 3/4" to 1 1/2" clean gravel wrapped in an envelope of filter fabric consisting of Mirafi 140N or approved equivalent.

C-6.02 Subdrain Installation

Subdrain systems, if required, shall be installed in approved ground to conform the approximate alignment and details shown on the plans or herein. The subdrain locations shall not be changed or modified without the approval of the geotechnical consultant. The geotechnical consultant may recommend and direct changes in the subdrain line, grade or material upon approval by the design civil engineer and the appropriate governmental agencies.

C-7.00 EXCAVATIONS

C-7.01 General

Excavations and cut slopes shall be examined by the geotechnical consultant. If determined necessary by the geotechnical consultant, further excavation or overexcavation and refilling of overexcavated areas shall be performed, and/or remedial grading of cut slopes shall be performed.

C-7.02 Fill-Over-Cut Slopes

Where fill-over-cut slopes are to be graded the cut portion of the slope shall be made and approved by the geotechnical consultant prior to placement of materials for construction of the fill portion of the slope.

C-8.00 TRENCH BACKFILL

C-.01 General

Trench backfill within street right of ways shall be compacted to 90% relative compaction as determined by the ASTM D1557 test method. Backfill may be jetted as a means of initial compaction; however, mechanical compaction will be required to obtain the required percentage of relative compaction. If trenches are jetted, there must be a suitable delay for drainage of excess water before mechanical compaction is applied.

C-9.00 SEASONAL LIMITS

C-9.01 General

No fill material shall be placed, spread or rolled while it is frozen or thawing or during unfavorable weather conditions. When the work is interrupted by heavy rain, fill operations shall not be resumed until field tests by the soils engineer indicate that the moisture content and density of the fill are as previously specified.

C-10.00 SUPERVISION

C-10.01 Prior to Grading

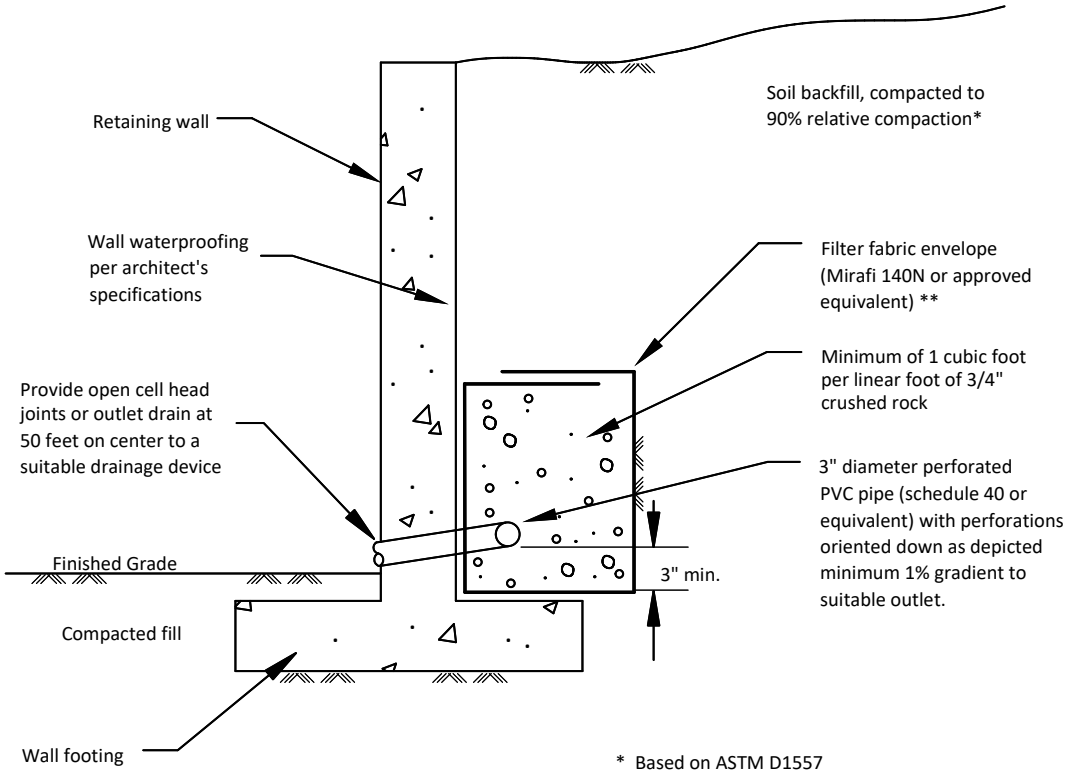
The site shall be observed by the geotechnical consultant upon completion of clearing and grubbing, prior to the preparation of any original ground for preparation of fill.

The supervisor of the grading contractor and the field representative of the geotechnical consultant shall have a meeting and discuss the geotechnical aspects of the earthwork prior to commencement of grading.

C-10.02 During Grading

Site preparation of all areas to receive fill shall be tested and approved by the geotechnical consultant prior to the placement of any fill.

The geotechnical consultant or his representative shall observe the fill and compaction operations so that he can provide an opinion regarding the conformance of the work to the recommendations contained in this report.



* Based on ASTM D1557

** If class 2 permeable material (See gradation to left) is used in place of 3/4" - 1 1/2" gravel. Filter fabric may be deleted. Class 2 permeable material compacted to 90% relative compaction. *

SPECIFICATIONS FOR CLASS 2 PERMEABLE MATERIAL (CAL TRANS SPECIFICATIONS)

Sieve Size	% Passing
1"	100
3/4"	90-100
3/8"	40-100
No.4	25-40
No.8	18-33
No.30	5-15
No.50	0-7
No.200	0-3

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APPENDIX D

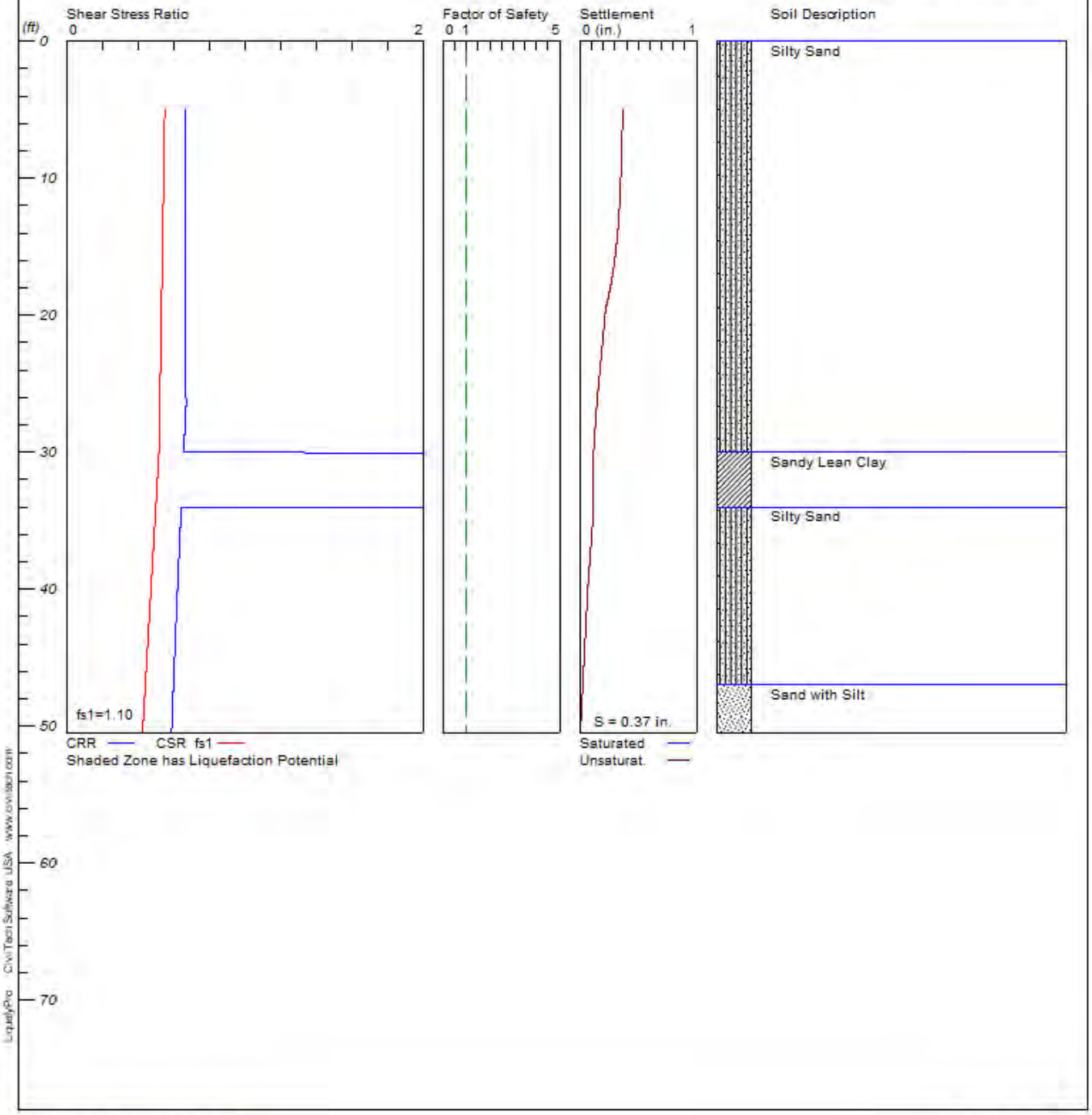
CALCULATIONS OF LIQUEFACTION POTENTIAL AND SEISMICALLY INDUCED SETTLEMENTS

LIQUEFACTION ANALYSIS

Ontario Sports Park

Hole No.=BH05 Water Depth=130 ft

Magnitude=6.7
Acceleration=.778g



LiquefyPro CivilTech Software USA www.civiltech.com

CivilTech Corporation

Plate A-1

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*****************************************************************************************************
                                    LIQUEFACTION ANALYSIS SUMMARY
                                   Copyright by CivilTech Software
                                        www.civiltech.com
*****************************************************************************************************
      Font: Courier New, Regular, Size 8 is recommended for this report.
      Licensed to ,   10/17/2023      4:55:06 PM

      Input File Name: C:\Users\jmeneses\Desktop\HMD\00-23-2255--Ontario Sport Complex\Settlement\BH05.liq
      Title:  Ontario Sports Park
      Subtitle:

      Surface Elev.=
      Hole No.=BH05
      Depth of Hole= 50.50 ft
      Water Table during Earthquake= 130.00 ft
      Water Table during In-Situ Testing= 130.00 ft
      Max. Acceleration= 0.78 g
      Earthquake Magnitude= 6.70

 Input Data:
      Surface Elev.=
      Hole No.=BH05
      Depth of Hole=50.50 ft
      Water Table during Earthquake= 130.00 ft
      Water Table during In-Situ Testing= 130.00 ft
      Max. Acceleration=0.78 g
      Earthquake Magnitude=6.70
      No-Liquefiable Soils:   CL, OL are Non-Liq. Soil

      1. SPT or BPT Calculation.
      2. Settlement Analysis Method: Tokimatsu, M-correction
      3. Fines Correction for Liquefaction: Idriss/Seed
      4. Fine Correction for Settlement: During Liquefaction*
      5. Settlement Calculation in: All zones*
      6. Hammer Energy Ratio,                                  Ce = 1.25
      7. Borehole Diameter,                                        Cb= 1
      8. Sampling Method,                                         Cs= 1.2
      9. User request factor of safety (apply to CSR) ,   User= 1.1
         Plot one CSR curve (fs1=User)
      10. Use Curve Smoothing: Yes*
      * Recommended Options

      In-Situ Test Data:
      Depth   SPT     gamma   Fines
      ft              pcf     %
      ____________________________________
      5.00    55.00   125.00  12.00
      10.00   45.00   125.00  12.00
      15.00   34.00   125.00  12.00
      20.00   32.00   125.00  12.00
      25.00   41.00   125.00  12.00
      30.00   73.00   110.00  NoLiq
      35.00   100.00  125.00  17.30
      40.00   82.00   125.00  17.30
      45.00   100.00  125.00  17.30
      50.00   100.00  125.00  7.30
      ____________________________________

Output Results:
      Settlement of Saturated Sands=0.00 in.
      Settlement of Unsaturated Sands=0.37 in.
      Total Settlement of Saturated and Unsaturated Sands=0.37 in.
      Differential Settlement=0.183 to 0.241 in.

      Depth   CRRm    CSRfs   F.S.    S_sat.  S_dry   S_all
      ft                              in.     in.     in.
      ____________________________________________________________
      5.00    0.67    0.55    5.00    0.00    0.37    0.37
      5.05    0.67    0.55    5.00    0.00    0.36    0.36
      5.10    0.67    0.55    5.00    0.00    0.36    0.36
      5.15    0.67    0.55    5.00    0.00    0.36    0.36
      5.20    0.67    0.55    5.00    0.00    0.36    0.36
      5.25    0.67    0.55    5.00    0.00    0.36    0.36
      5.30    0.67    0.55    5.00    0.00    0.36    0.36
      5.35    0.67    0.55    5.00    0.00    0.36    0.36
      5.40    0.67    0.55    5.00    0.00    0.36    0.36
      5.45    0.67    0.55    5.00    0.00    0.36    0.36
      5.50    0.67    0.55    5.00    0.00    0.36    0.36
```

5.55	0.67	0.55	5.00	0.00	0.36	0.36
5.60	0.67	0.55	5.00	0.00	0.36	0.36
5.65	0.67	0.55	5.00	0.00	0.36	0.36
5.70	0.67	0.55	5.00	0.00	0.36	0.36
5.75	0.67	0.55	5.00	0.00	0.36	0.36
5.80	0.67	0.55	5.00	0.00	0.36	0.36
5.85	0.67	0.55	5.00	0.00	0.36	0.36
5.90	0.67	0.55	5.00	0.00	0.36	0.36
5.95	0.67	0.55	5.00	0.00	0.36	0.36
6.00	0.67	0.55	5.00	0.00	0.36	0.36
6.05	0.67	0.55	5.00	0.00	0.36	0.36
6.10	0.67	0.55	5.00	0.00	0.36	0.36
6.15	0.67	0.55	5.00	0.00	0.36	0.36
6.20	0.67	0.55	5.00	0.00	0.36	0.36
6.25	0.67	0.55	5.00	0.00	0.36	0.36
6.30	0.67	0.55	5.00	0.00	0.36	0.36
6.35	0.67	0.55	5.00	0.00	0.36	0.36
6.40	0.67	0.55	5.00	0.00	0.36	0.36
6.45	0.67	0.55	5.00	0.00	0.36	0.36
6.50	0.67	0.55	5.00	0.00	0.36	0.36
6.55	0.67	0.55	5.00	0.00	0.36	0.36
6.60	0.67	0.55	5.00	0.00	0.36	0.36
6.65	0.67	0.55	5.00	0.00	0.36	0.36
6.70	0.67	0.55	5.00	0.00	0.36	0.36
6.75	0.67	0.55	5.00	0.00	0.36	0.36
6.80	0.67	0.55	5.00	0.00	0.36	0.36
6.85	0.67	0.55	5.00	0.00	0.36	0.36
6.90	0.67	0.55	5.00	0.00	0.36	0.36
6.95	0.67	0.55	5.00	0.00	0.36	0.36
7.00	0.67	0.55	5.00	0.00	0.36	0.36
7.05	0.67	0.55	5.00	0.00	0.36	0.36
7.10	0.67	0.55	5.00	0.00	0.36	0.36
7.15	0.67	0.55	5.00	0.00	0.36	0.36
7.20	0.67	0.55	5.00	0.00	0.36	0.36
7.25	0.67	0.55	5.00	0.00	0.36	0.36
7.30	0.67	0.55	5.00	0.00	0.36	0.36
7.35	0.67	0.55	5.00	0.00	0.36	0.36
7.40	0.67	0.55	5.00	0.00	0.36	0.36
7.45	0.67	0.55	5.00	0.00	0.36	0.36
7.50	0.67	0.55	5.00	0.00	0.36	0.36
7.55	0.67	0.55	5.00	0.00	0.36	0.36
7.60	0.67	0.55	5.00	0.00	0.36	0.36
7.65	0.67	0.55	5.00	0.00	0.36	0.36
7.70	0.67	0.55	5.00	0.00	0.36	0.36
7.75	0.67	0.55	5.00	0.00	0.36	0.36
7.80	0.67	0.55	5.00	0.00	0.36	0.36
7.85	0.67	0.55	5.00	0.00	0.36	0.36
7.90	0.67	0.55	5.00	0.00	0.36	0.36
7.95	0.67	0.55	5.00	0.00	0.36	0.36
8.00	0.67	0.55	5.00	0.00	0.36	0.36
8.05	0.67	0.55	5.00	0.00	0.36	0.36
8.10	0.67	0.55	5.00	0.00	0.36	0.36
8.15	0.67	0.55	5.00	0.00	0.36	0.36
8.20	0.67	0.55	5.00	0.00	0.36	0.36
8.25	0.67	0.55	5.00	0.00	0.36	0.36
8.30	0.67	0.55	5.00	0.00	0.36	0.36
8.35	0.67	0.55	5.00	0.00	0.36	0.36
8.40	0.67	0.55	5.00	0.00	0.36	0.36
8.45	0.67	0.55	5.00	0.00	0.36	0.36
8.50	0.67	0.55	5.00	0.00	0.36	0.36
8.55	0.67	0.55	5.00	0.00	0.35	0.35
8.60	0.67	0.55	5.00	0.00	0.35	0.35
8.65	0.67	0.55	5.00	0.00	0.35	0.35
8.70	0.67	0.54	5.00	0.00	0.35	0.35
8.75	0.67	0.54	5.00	0.00	0.35	0.35
8.80	0.67	0.54	5.00	0.00	0.35	0.35
8.85	0.67	0.54	5.00	0.00	0.35	0.35
8.90	0.67	0.54	5.00	0.00	0.35	0.35
8.95	0.67	0.54	5.00	0.00	0.35	0.35
9.00	0.67	0.54	5.00	0.00	0.35	0.35
9.05	0.67	0.54	5.00	0.00	0.35	0.35
9.10	0.67	0.54	5.00	0.00	0.35	0.35
9.15	0.67	0.54	5.00	0.00	0.35	0.35
9.20	0.67	0.54	5.00	0.00	0.35	0.35
9.25	0.67	0.54	5.00	0.00	0.35	0.35
9.30	0.67	0.54	5.00	0.00	0.35	0.35
9.35	0.67	0.54	5.00	0.00	0.35	0.35
9.40	0.67	0.54	5.00	0.00	0.35	0.35
9.45	0.67	0.54	5.00	0.00	0.35	0.35

9.50	0.67	0.54	5.00	0.00	0.35	0.35
9.55	0.67	0.54	5.00	0.00	0.35	0.35
9.60	0.67	0.54	5.00	0.00	0.35	0.35
9.65	0.67	0.54	5.00	0.00	0.35	0.35
9.70	0.67	0.54	5.00	0.00	0.35	0.35
9.75	0.67	0.54	5.00	0.00	0.35	0.35
9.80	0.67	0.54	5.00	0.00	0.35	0.35
9.85	0.67	0.54	5.00	0.00	0.35	0.35
9.90	0.67	0.54	5.00	0.00	0.35	0.35
9.95	0.67	0.54	5.00	0.00	0.35	0.35
10.00	0.67	0.54	5.00	0.00	0.35	0.35
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10.30	0.67	0.54	5.00	0.00	0.35	0.35
10.35	0.67	0.54	5.00	0.00	0.35	0.35
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10.85	0.67	0.54	5.00	0.00	0.35	0.35
10.90	0.67	0.54	5.00	0.00	0.34	0.34
10.95	0.67	0.54	5.00	0.00	0.34	0.34
11.00	0.67	0.54	5.00	0.00	0.34	0.34
11.05	0.67	0.54	5.00	0.00	0.34	0.34
11.10	0.67	0.54	5.00	0.00	0.34	0.34
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11.45	0.67	0.54	5.00	0.00	0.34	0.34
11.50	0.67	0.54	5.00	0.00	0.34	0.34
11.55	0.67	0.54	5.00	0.00	0.34	0.34
11.60	0.67	0.54	5.00	0.00	0.34	0.34
11.65	0.67	0.54	5.00	0.00	0.34	0.34
11.70	0.67	0.54	5.00	0.00	0.34	0.34
11.75	0.67	0.54	5.00	0.00	0.34	0.34
11.80	0.67	0.54	5.00	0.00	0.34	0.34
11.85	0.67	0.54	5.00	0.00	0.34	0.34
11.90	0.67	0.54	5.00	0.00	0.34	0.34
11.95	0.67	0.54	5.00	0.00	0.34	0.34
12.00	0.67	0.54	5.00	0.00	0.34	0.34
12.05	0.67	0.54	5.00	0.00	0.34	0.34
12.10	0.67	0.54	5.00	0.00	0.34	0.34
12.15	0.67	0.54	5.00	0.00	0.34	0.34
12.20	0.67	0.54	5.00	0.00	0.34	0.34
12.25	0.67	0.54	5.00	0.00	0.34	0.34
12.30	0.67	0.54	5.00	0.00	0.34	0.34
12.35	0.67	0.54	5.00	0.00	0.34	0.34
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12.50	0.67	0.54	5.00	0.00	0.34	0.34
12.55	0.67	0.54	5.00	0.00	0.33	0.33
12.60	0.67	0.54	5.00	0.00	0.33	0.33
12.65	0.67	0.54	5.00	0.00	0.33	0.33
12.70	0.67	0.54	5.00	0.00	0.33	0.33
12.75	0.67	0.54	5.00	0.00	0.33	0.33
12.80	0.67	0.54	5.00	0.00	0.33	0.33
12.85	0.67	0.54	5.00	0.00	0.33	0.33
12.90	0.67	0.54	5.00	0.00	0.33	0.33
12.95	0.67	0.54	5.00	0.00	0.33	0.33
13.00	0.67	0.54	5.00	0.00	0.33	0.33
13.05	0.67	0.54	5.00	0.00	0.33	0.33
13.10	0.67	0.54	5.00	0.00	0.33	0.33
13.15	0.67	0.54	5.00	0.00	0.33	0.33
13.20	0.67	0.54	5.00	0.00	0.33	0.33
13.25	0.67	0.54	5.00	0.00	0.33	0.33
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13.45	0.67	0.54	5.00	0.00	0.33	0.33
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13.90	0.67	0.54	5.00	0.00	0.32	0.32
13.95	0.67	0.54	5.00	0.00	0.32	0.32
14.00	0.67	0.54	5.00	0.00	0.32	0.32
14.05	0.67	0.54	5.00	0.00	0.32	0.32
14.10	0.67	0.54	5.00	0.00	0.32	0.32
14.15	0.67	0.54	5.00	0.00	0.32	0.32
14.20	0.67	0.54	5.00	0.00	0.32	0.32
14.25	0.67	0.54	5.00	0.00	0.32	0.32
14.30	0.67	0.54	5.00	0.00	0.32	0.32
14.35	0.67	0.54	5.00	0.00	0.32	0.32
14.40	0.67	0.54	5.00	0.00	0.32	0.32
14.45	0.67	0.54	5.00	0.00	0.32	0.32
14.50	0.67	0.54	5.00	0.00	0.32	0.32
14.55	0.67	0.54	5.00	0.00	0.32	0.32
14.60	0.67	0.54	5.00	0.00	0.31	0.31
14.65	0.67	0.54	5.00	0.00	0.31	0.31
14.70	0.67	0.54	5.00	0.00	0.31	0.31
14.75	0.67	0.54	5.00	0.00	0.31	0.31
14.80	0.67	0.54	5.00	0.00	0.31	0.31
14.85	0.67	0.54	5.00	0.00	0.31	0.31
14.90	0.67	0.54	5.00	0.00	0.31	0.31
14.95	0.67	0.54	5.00	0.00	0.31	0.31
15.00	0.67	0.54	5.00	0.00	0.31	0.31
15.05	0.67	0.54	5.00	0.00	0.31	0.31
15.10	0.67	0.54	5.00	0.00	0.31	0.31
15.15	0.67	0.54	5.00	0.00	0.31	0.31
15.20	0.67	0.54	5.00	0.00	0.31	0.31
15.25	0.67	0.54	5.00	0.00	0.31	0.31
15.30	0.67	0.54	5.00	0.00	0.31	0.31
15.35	0.67	0.54	5.00	0.00	0.31	0.31
15.40	0.67	0.54	5.00	0.00	0.30	0.30
15.45	0.67	0.54	5.00	0.00	0.30	0.30
15.50	0.67	0.54	5.00	0.00	0.30	0.30
15.55	0.67	0.54	5.00	0.00	0.30	0.30
15.60	0.67	0.54	5.00	0.00	0.30	0.30
15.65	0.67	0.54	5.00	0.00	0.30	0.30
15.70	0.67	0.54	5.00	0.00	0.30	0.30
15.75	0.67	0.54	5.00	0.00	0.30	0.30
15.80	0.67	0.54	5.00	0.00	0.30	0.30
15.85	0.67	0.54	5.00	0.00	0.30	0.30
15.90	0.67	0.54	5.00	0.00	0.30	0.30
15.95	0.67	0.54	5.00	0.00	0.30	0.30
16.00	0.67	0.54	5.00	0.00	0.30	0.30
16.05	0.67	0.54	5.00	0.00	0.30	0.30
16.10	0.67	0.54	5.00	0.00	0.29	0.29
16.15	0.67	0.54	5.00	0.00	0.29	0.29
16.20	0.67	0.54	5.00	0.00	0.29	0.29
16.25	0.67	0.54	5.00	0.00	0.29	0.29
16.30	0.67	0.54	5.00	0.00	0.29	0.29
16.35	0.67	0.54	5.00	0.00	0.29	0.29
16.40	0.67	0.53	5.00	0.00	0.29	0.29
16.45	0.67	0.53	5.00	0.00	0.29	0.29
16.50	0.67	0.53	5.00	0.00	0.29	0.29
16.55	0.67	0.53	5.00	0.00	0.29	0.29
16.60	0.67	0.53	5.00	0.00	0.29	0.29
16.65	0.67	0.53	5.00	0.00	0.29	0.29
16.70	0.67	0.53	5.00	0.00	0.28	0.28
16.75	0.67	0.53	5.00	0.00	0.28	0.28
16.80	0.67	0.53	5.00	0.00	0.28	0.28
16.85	0.67	0.53	5.00	0.00	0.28	0.28
16.90	0.67	0.53	5.00	0.00	0.28	0.28
16.95	0.67	0.53	5.00	0.00	0.28	0.28
17.00	0.67	0.53	5.00	0.00	0.28	0.28
17.05	0.67	0.53	5.00	0.00	0.28	0.28
17.10	0.67	0.53	5.00	0.00	0.28	0.28
17.15	0.67	0.53	5.00	0.00	0.28	0.28
17.20	0.67	0.53	5.00	0.00	0.28	0.28
17.25	0.67	0.53	5.00	0.00	0.27	0.27
17.30	0.67	0.53	5.00	0.00	0.27	0.27
17.35	0.67	0.53	5.00	0.00	0.27	0.27

17.40	0.67	0.53	5.00	0.00	0.27	0.27
17.45	0.67	0.53	5.00	0.00	0.27	0.27
17.50	0.67	0.53	5.00	0.00	0.27	0.27
17.55	0.67	0.53	5.00	0.00	0.27	0.27
17.60	0.67	0.53	5.00	0.00	0.27	0.27
17.65	0.67	0.53	5.00	0.00	0.27	0.27
17.70	0.67	0.53	5.00	0.00	0.27	0.27
17.75	0.67	0.53	5.00	0.00	0.26	0.26
17.80	0.67	0.53	5.00	0.00	0.26	0.26
17.85	0.67	0.53	5.00	0.00	0.26	0.26
17.90	0.67	0.53	5.00	0.00	0.26	0.26
17.95	0.67	0.53	5.00	0.00	0.26	0.26
18.00	0.67	0.53	5.00	0.00	0.26	0.26
18.05	0.67	0.53	5.00	0.00	0.26	0.26
18.10	0.67	0.53	5.00	0.00	0.26	0.26
18.15	0.67	0.53	5.00	0.00	0.26	0.26
18.20	0.67	0.53	5.00	0.00	0.25	0.25
18.25	0.67	0.53	5.00	0.00	0.25	0.25
18.30	0.67	0.53	5.00	0.00	0.25	0.25
18.35	0.67	0.53	5.00	0.00	0.25	0.25
18.40	0.67	0.53	5.00	0.00	0.25	0.25
18.45	0.67	0.53	5.00	0.00	0.25	0.25
18.50	0.67	0.53	5.00	0.00	0.25	0.25
18.55	0.67	0.53	5.00	0.00	0.25	0.25
18.60	0.67	0.53	5.00	0.00	0.24	0.24
18.65	0.67	0.53	5.00	0.00	0.24	0.24
18.70	0.67	0.53	5.00	0.00	0.24	0.24
18.75	0.67	0.53	5.00	0.00	0.24	0.24
18.80	0.67	0.53	5.00	0.00	0.24	0.24
18.85	0.67	0.53	5.00	0.00	0.24	0.24
18.90	0.67	0.53	5.00	0.00	0.24	0.24
18.95	0.67	0.53	5.00	0.00	0.23	0.23
19.00	0.67	0.53	5.00	0.00	0.23	0.23
19.05	0.67	0.53	5.00	0.00	0.23	0.23
19.10	0.67	0.53	5.00	0.00	0.23	0.23
19.15	0.67	0.53	5.00	0.00	0.23	0.23
19.20	0.67	0.53	5.00	0.00	0.23	0.23
19.25	0.67	0.53	5.00	0.00	0.23	0.23
19.30	0.67	0.53	5.00	0.00	0.22	0.22
19.35	0.67	0.53	5.00	0.00	0.22	0.22
19.40	0.67	0.53	5.00	0.00	0.22	0.22
19.45	0.67	0.53	5.00	0.00	0.22	0.22
19.50	0.67	0.53	5.00	0.00	0.22	0.22
19.55	0.67	0.53	5.00	0.00	0.22	0.22
19.60	0.67	0.53	5.00	0.00	0.22	0.22
19.65	0.67	0.53	5.00	0.00	0.22	0.22
19.70	0.67	0.53	5.00	0.00	0.22	0.22
19.75	0.67	0.53	5.00	0.00	0.22	0.22
19.80	0.67	0.53	5.00	0.00	0.22	0.22
19.85	0.67	0.53	5.00	0.00	0.21	0.21
19.90	0.67	0.53	5.00	0.00	0.21	0.21
19.95	0.67	0.53	5.00	0.00	0.21	0.21
20.00	0.67	0.53	5.00	0.00	0.21	0.21
20.05	0.67	0.53	5.00	0.00	0.21	0.21
20.10	0.67	0.53	5.00	0.00	0.21	0.21
20.15	0.67	0.53	5.00	0.00	0.21	0.21
20.20	0.67	0.53	5.00	0.00	0.21	0.21
20.25	0.67	0.53	5.00	0.00	0.21	0.21
20.30	0.67	0.53	5.00	0.00	0.21	0.21
20.35	0.67	0.53	5.00	0.00	0.21	0.21
20.40	0.67	0.53	5.00	0.00	0.21	0.21
20.45	0.67	0.53	5.00	0.00	0.21	0.21
20.50	0.67	0.53	5.00	0.00	0.21	0.21
20.55	0.67	0.53	5.00	0.00	0.21	0.21
20.60	0.67	0.53	5.00	0.00	0.21	0.21
20.65	0.67	0.53	5.00	0.00	0.21	0.21
20.70	0.67	0.53	5.00	0.00	0.21	0.21
20.75	0.67	0.53	5.00	0.00	0.21	0.21
20.80	0.67	0.53	5.00	0.00	0.20	0.20
20.85	0.67	0.53	5.00	0.00	0.20	0.20
20.90	0.67	0.53	5.00	0.00	0.20	0.20
20.95	0.67	0.53	5.00	0.00	0.20	0.20
21.00	0.67	0.53	5.00	0.00	0.20	0.20
21.05	0.67	0.53	5.00	0.00	0.20	0.20
21.10	0.67	0.53	5.00	0.00	0.20	0.20
21.15	0.67	0.53	5.00	0.00	0.20	0.20
21.20	0.67	0.53	5.00	0.00	0.20	0.20
21.25	0.67	0.53	5.00	0.00	0.20	0.20
21.30	0.67	0.53	5.00	0.00	0.20	0.20

21.35	0.67	0.53	5.00	0.00	0.20	0.20
21.40	0.67	0.53	5.00	0.00	0.20	0.20
21.45	0.67	0.53	5.00	0.00	0.20	0.20
21.50	0.67	0.53	5.00	0.00	0.20	0.20
21.55	0.67	0.53	5.00	0.00	0.20	0.20
21.60	0.67	0.53	5.00	0.00	0.20	0.20
21.65	0.67	0.53	5.00	0.00	0.20	0.20
21.70	0.67	0.53	5.00	0.00	0.20	0.20
21.75	0.67	0.53	5.00	0.00	0.19	0.19
21.80	0.67	0.53	5.00	0.00	0.19	0.19
21.85	0.67	0.53	5.00	0.00	0.19	0.19
21.90	0.67	0.53	5.00	0.00	0.19	0.19
21.95	0.67	0.53	5.00	0.00	0.19	0.19
22.00	0.67	0.53	5.00	0.00	0.19	0.19
22.05	0.67	0.53	5.00	0.00	0.19	0.19
22.10	0.67	0.53	5.00	0.00	0.19	0.19
22.15	0.67	0.53	5.00	0.00	0.19	0.19
22.20	0.67	0.53	5.00	0.00	0.19	0.19
22.25	0.67	0.53	5.00	0.00	0.19	0.19
22.30	0.67	0.53	5.00	0.00	0.19	0.19
22.35	0.67	0.53	5.00	0.00	0.19	0.19
22.40	0.67	0.53	5.00	0.00	0.19	0.19
22.45	0.67	0.53	5.00	0.00	0.19	0.19
22.50	0.67	0.53	5.00	0.00	0.19	0.19
22.55	0.67	0.53	5.00	0.00	0.19	0.19
22.60	0.67	0.53	5.00	0.00	0.19	0.19
22.65	0.67	0.53	5.00	0.00	0.19	0.19
22.70	0.67	0.53	5.00	0.00	0.18	0.18
22.75	0.67	0.53	5.00	0.00	0.18	0.18
22.80	0.67	0.53	5.00	0.00	0.18	0.18
22.85	0.67	0.53	5.00	0.00	0.18	0.18
22.90	0.67	0.53	5.00	0.00	0.18	0.18
22.95	0.67	0.53	5.00	0.00	0.18	0.18
23.00	0.67	0.53	5.00	0.00	0.18	0.18
23.05	0.67	0.53	5.00	0.00	0.18	0.18
23.10	0.67	0.53	5.00	0.00	0.18	0.18
23.15	0.67	0.53	5.00	0.00	0.18	0.18
23.20	0.67	0.53	5.00	0.00	0.18	0.18
23.25	0.67	0.53	5.00	0.00	0.18	0.18
23.30	0.67	0.53	5.00	0.00	0.18	0.18
23.35	0.67	0.53	5.00	0.00	0.18	0.18
23.40	0.67	0.53	5.00	0.00	0.18	0.18
23.45	0.67	0.53	5.00	0.00	0.18	0.18
23.50	0.67	0.53	5.00	0.00	0.18	0.18
23.55	0.67	0.53	5.00	0.00	0.18	0.18
23.60	0.67	0.53	5.00	0.00	0.17	0.17
23.65	0.67	0.53	5.00	0.00	0.17	0.17
23.70	0.67	0.53	5.00	0.00	0.17	0.17
23.75	0.67	0.53	5.00	0.00	0.17	0.17
23.80	0.67	0.53	5.00	0.00	0.17	0.17
23.85	0.67	0.53	5.00	0.00	0.17	0.17
23.90	0.67	0.53	5.00	0.00	0.17	0.17
23.95	0.67	0.53	5.00	0.00	0.17	0.17
24.00	0.67	0.53	5.00	0.00	0.17	0.17
24.05	0.67	0.53	5.00	0.00	0.17	0.17
24.10	0.67	0.53	5.00	0.00	0.17	0.17
24.15	0.67	0.52	5.00	0.00	0.17	0.17
24.20	0.67	0.52	5.00	0.00	0.17	0.17
24.25	0.67	0.52	5.00	0.00	0.17	0.17
24.30	0.67	0.52	5.00	0.00	0.17	0.17
24.35	0.67	0.52	5.00	0.00	0.17	0.17
24.40	0.67	0.52	5.00	0.00	0.17	0.17
24.45	0.67	0.52	5.00	0.00	0.16	0.16
24.50	0.67	0.52	5.00	0.00	0.16	0.16
24.55	0.67	0.52	5.00	0.00	0.16	0.16
24.60	0.67	0.52	5.00	0.00	0.16	0.16
24.65	0.67	0.52	5.00	0.00	0.16	0.16
24.70	0.67	0.52	5.00	0.00	0.16	0.16
24.75	0.67	0.52	5.00	0.00	0.16	0.16
24.80	0.67	0.52	5.00	0.00	0.16	0.16
24.85	0.67	0.52	5.00	0.00	0.16	0.16
24.90	0.67	0.52	5.00	0.00	0.16	0.16
24.95	0.67	0.52	5.00	0.00	0.16	0.16
25.00	0.67	0.52	5.00	0.00	0.16	0.16
25.05	0.67	0.52	5.00	0.00	0.16	0.16
25.10	0.67	0.52	5.00	0.00	0.16	0.16
25.15	0.67	0.52	5.00	0.00	0.16	0.16
25.20	0.67	0.52	5.00	0.00	0.16	0.16
25.25	0.67	0.52	5.00	0.00	0.16	0.16

25.30	0.67	0.52	5.00	0.00	0.15	0.15
25.35	0.67	0.52	5.00	0.00	0.15	0.15
25.40	0.67	0.52	5.00	0.00	0.15	0.15
25.45	0.67	0.52	5.00	0.00	0.15	0.15
25.50	0.67	0.52	5.00	0.00	0.15	0.15
25.55	0.67	0.52	5.00	0.00	0.15	0.15
25.60	0.67	0.52	5.00	0.00	0.15	0.15
25.65	0.67	0.52	5.00	0.00	0.15	0.15
25.70	0.67	0.52	5.00	0.00	0.15	0.15
25.75	0.67	0.52	5.00	0.00	0.15	0.15
25.80	0.67	0.52	5.00	0.00	0.15	0.15
25.85	0.67	0.52	5.00	0.00	0.15	0.15
25.90	0.67	0.52	5.00	0.00	0.15	0.15
25.95	0.67	0.52	5.00	0.00	0.15	0.15
26.00	0.67	0.52	5.00	0.00	0.15	0.15
26.05	0.67	0.52	5.00	0.00	0.15	0.15
26.10	0.67	0.52	5.00	0.00	0.15	0.15
26.15	0.67	0.52	5.00	0.00	0.15	0.15
26.20	0.67	0.52	5.00	0.00	0.15	0.15
26.25	0.67	0.52	5.00	0.00	0.15	0.15
26.30	0.67	0.52	5.00	0.00	0.15	0.15
26.35	0.67	0.52	5.00	0.00	0.14	0.14
26.40	0.67	0.52	5.00	0.00	0.14	0.14
26.45	0.67	0.52	5.00	0.00	0.14	0.14
26.50	0.67	0.52	5.00	0.00	0.14	0.14
26.55	0.67	0.52	5.00	0.00	0.14	0.14
26.60	0.67	0.52	5.00	0.00	0.14	0.14
26.65	0.67	0.52	5.00	0.00	0.14	0.14
26.70	0.67	0.52	5.00	0.00	0.14	0.14
26.75	0.67	0.52	5.00	0.00	0.14	0.14
26.80	0.67	0.52	5.00	0.00	0.14	0.14
26.85	0.67	0.52	5.00	0.00	0.14	0.14
26.90	0.67	0.52	5.00	0.00	0.14	0.14
26.95	0.67	0.52	5.00	0.00	0.14	0.14
27.00	0.67	0.52	5.00	0.00	0.14	0.14
27.05	0.67	0.52	5.00	0.00	0.14	0.14
27.10	0.67	0.52	5.00	0.00	0.14	0.14
27.15	0.67	0.52	5.00	0.00	0.14	0.14
27.20	0.67	0.52	5.00	0.00	0.14	0.14
27.25	0.67	0.52	5.00	0.00	0.14	0.14
27.30	0.67	0.52	5.00	0.00	0.14	0.14
27.35	0.67	0.52	5.00	0.00	0.14	0.14
27.40	0.67	0.52	5.00	0.00	0.14	0.14
27.45	0.67	0.52	5.00	0.00	0.14	0.14
27.50	0.67	0.52	5.00	0.00	0.13	0.13
27.55	0.67	0.52	5.00	0.00	0.13	0.13
27.60	0.67	0.52	5.00	0.00	0.13	0.13
27.65	0.67	0.52	5.00	0.00	0.13	0.13
27.70	0.66	0.52	5.00	0.00	0.13	0.13
27.75	0.66	0.52	5.00	0.00	0.13	0.13
27.80	0.66	0.52	5.00	0.00	0.13	0.13
27.85	0.66	0.52	5.00	0.00	0.13	0.13
27.90	0.66	0.52	5.00	0.00	0.13	0.13
27.95	0.66	0.52	5.00	0.00	0.13	0.13
28.00	0.66	0.52	5.00	0.00	0.13	0.13
28.05	0.66	0.52	5.00	0.00	0.13	0.13
28.10	0.66	0.52	5.00	0.00	0.13	0.13
28.15	0.66	0.52	5.00	0.00	0.13	0.13
28.20	0.66	0.52	5.00	0.00	0.13	0.13
28.25	0.66	0.52	5.00	0.00	0.13	0.13
28.30	0.66	0.52	5.00	0.00	0.13	0.13
28.35	0.66	0.52	5.00	0.00	0.13	0.13
28.40	0.66	0.52	5.00	0.00	0.13	0.13
28.45	0.66	0.52	5.00	0.00	0.13	0.13
28.50	0.66	0.52	5.00	0.00	0.13	0.13
28.55	0.66	0.52	5.00	0.00	0.13	0.13
28.60	0.66	0.52	5.00	0.00	0.13	0.13
28.65	0.66	0.52	5.00	0.00	0.13	0.13
28.70	0.66	0.52	5.00	0.00	0.13	0.13
28.75	0.66	0.52	5.00	0.00	0.12	0.12
28.80	0.66	0.52	5.00	0.00	0.12	0.12
28.85	0.66	0.52	5.00	0.00	0.12	0.12
28.90	0.66	0.52	5.00	0.00	0.12	0.12
28.95	0.66	0.52	5.00	0.00	0.12	0.12
29.00	0.66	0.52	5.00	0.00	0.12	0.12
29.05	0.66	0.52	5.00	0.00	0.12	0.12
29.10	0.66	0.52	5.00	0.00	0.12	0.12
29.15	0.66	0.52	5.00	0.00	0.12	0.12
29.20	0.66	0.52	5.00	0.00	0.12	0.12

29.25	0.66	0.52	5.00	0.00	0.12	0.12
29.30	0.66	0.52	5.00	0.00	0.12	0.12
29.35	0.66	0.52	5.00	0.00	0.12	0.12
29.40	0.66	0.52	5.00	0.00	0.12	0.12
29.45	0.66	0.52	5.00	0.00	0.12	0.12
29.50	0.66	0.52	5.00	0.00	0.12	0.12
29.55	0.66	0.52	5.00	0.00	0.12	0.12
29.60	0.66	0.52	5.00	0.00	0.12	0.12
29.65	0.66	0.52	5.00	0.00	0.12	0.12
29.70	0.66	0.52	5.00	0.00	0.12	0.12
29.75	0.66	0.52	5.00	0.00	0.12	0.12
29.80	0.66	0.52	5.00	0.00	0.12	0.12
29.85	0.66	0.52	5.00	0.00	0.12	0.12
29.90	0.66	0.52	5.00	0.00	0.12	0.12
29.95	0.66	0.52	5.00	0.00	0.12	0.12
30.00	0.66	0.52	5.00	0.00	0.12	0.12
30.05	2.00	0.52	5.00	0.00	0.12	0.12
30.10	2.00	0.52	5.00	0.00	0.12	0.12
30.15	2.00	0.52	5.00	0.00	0.12	0.12
30.20	2.00	0.52	5.00	0.00	0.12	0.12
30.25	2.00	0.52	5.00	0.00	0.12	0.12
30.30	2.00	0.52	5.00	0.00	0.12	0.12
30.35	2.00	0.52	5.00	0.00	0.12	0.12
30.40	2.00	0.52	5.00	0.00	0.12	0.12
30.45	2.00	0.52	5.00	0.00	0.12	0.12
30.50	2.00	0.51	5.00	0.00	0.12	0.12
30.55	2.00	0.51	5.00	0.00	0.12	0.12
30.60	2.00	0.51	5.00	0.00	0.12	0.12
30.65	2.00	0.51	5.00	0.00	0.12	0.12
30.70	2.00	0.51	5.00	0.00	0.12	0.12
30.75	2.00	0.51	5.00	0.00	0.12	0.12
30.80	2.00	0.51	5.00	0.00	0.12	0.12
30.85	2.00	0.51	5.00	0.00	0.12	0.12
30.90	2.00	0.51	5.00	0.00	0.12	0.12
30.95	2.00	0.51	5.00	0.00	0.12	0.12
31.00	2.00	0.51	5.00	0.00	0.12	0.12
31.05	2.00	0.51	5.00	0.00	0.12	0.12
31.10	2.00	0.51	5.00	0.00	0.12	0.12
31.15	2.00	0.51	5.00	0.00	0.12	0.12
31.20	2.00	0.51	5.00	0.00	0.12	0.12
31.25	2.00	0.51	5.00	0.00	0.12	0.12
31.30	2.00	0.51	5.00	0.00	0.12	0.12
31.35	2.00	0.51	5.00	0.00	0.12	0.12
31.40	2.00	0.51	5.00	0.00	0.12	0.12
31.45	2.00	0.51	5.00	0.00	0.12	0.12
31.50	2.00	0.51	5.00	0.00	0.12	0.12
31.55	2.00	0.51	5.00	0.00	0.12	0.12
31.60	2.00	0.51	5.00	0.00	0.12	0.12
31.65	2.00	0.51	5.00	0.00	0.12	0.12
31.70	2.00	0.51	5.00	0.00	0.12	0.12
31.75	2.00	0.51	5.00	0.00	0.12	0.12
31.80	2.00	0.51	5.00	0.00	0.12	0.12
31.85	2.00	0.51	5.00	0.00	0.12	0.12
31.90	2.00	0.51	5.00	0.00	0.12	0.12
31.95	2.00	0.51	5.00	0.00	0.12	0.12
32.00	2.00	0.51	5.00	0.00	0.12	0.12
32.05	2.00	0.51	5.00	0.00	0.12	0.12
32.10	2.00	0.51	5.00	0.00	0.12	0.12
32.15	2.00	0.51	5.00	0.00	0.12	0.12
32.20	2.00	0.51	5.00	0.00	0.12	0.12
32.25	2.00	0.51	5.00	0.00	0.12	0.12
32.30	2.00	0.51	5.00	0.00	0.12	0.12
32.35	2.00	0.51	5.00	0.00	0.12	0.12
32.40	2.00	0.51	5.00	0.00	0.12	0.12
32.45	2.00	0.51	5.00	0.00	0.12	0.12
32.50	2.00	0.51	5.00	0.00	0.12	0.12
32.55	2.00	0.51	5.00	0.00	0.12	0.12
32.60	2.00	0.51	5.00	0.00	0.12	0.12
32.65	2.00	0.51	5.00	0.00	0.12	0.12
32.70	2.00	0.51	5.00	0.00	0.12	0.12
32.75	2.00	0.50	5.00	0.00	0.12	0.12
32.80	2.00	0.50	5.00	0.00	0.12	0.12
32.85	2.00	0.50	5.00	0.00	0.12	0.12
32.90	2.00	0.50	5.00	0.00	0.12	0.12
32.95	2.00	0.50	5.00	0.00	0.12	0.12
33.00	2.00	0.50	5.00	0.00	0.12	0.12
33.05	2.00	0.50	5.00	0.00	0.12	0.12
33.10	2.00	0.50	5.00	0.00	0.12	0.12
33.15	2.00	0.50	5.00	0.00	0.12	0.12

33.20	2.00	0.50	5.00	0.00	0.12	0.12
33.25	2.00	0.50	5.00	0.00	0.12	0.12
33.30	2.00	0.50	5.00	0.00	0.12	0.12
33.35	2.00	0.50	5.00	0.00	0.12	0.12
33.40	2.00	0.50	5.00	0.00	0.12	0.12
33.45	2.00	0.50	5.00	0.00	0.12	0.12
33.50	2.00	0.50	5.00	0.00	0.12	0.12
33.55	2.00	0.50	5.00	0.00	0.12	0.12
33.60	2.00	0.50	5.00	0.00	0.12	0.12
33.65	2.00	0.50	5.00	0.00	0.12	0.12
33.70	2.00	0.50	5.00	0.00	0.12	0.12
33.75	2.00	0.50	5.00	0.00	0.12	0.12
33.80	2.00	0.50	5.00	0.00	0.12	0.12
33.85	2.00	0.50	5.00	0.00	0.12	0.12
33.90	2.00	0.50	5.00	0.00	0.12	0.12
33.95	2.00	0.50	5.00	0.00	0.12	0.12
34.00	2.00	0.50	5.00	0.00	0.12	0.12
34.05	0.64	0.50	5.00	0.00	0.12	0.12
34.10	0.64	0.50	5.00	0.00	0.12	0.12
34.15	0.64	0.50	5.00	0.00	0.11	0.11
34.20	0.64	0.50	5.00	0.00	0.11	0.11
34.25	0.64	0.50	5.00	0.00	0.11	0.11
34.30	0.64	0.50	5.00	0.00	0.11	0.11
34.35	0.64	0.50	5.00	0.00	0.11	0.11
34.40	0.64	0.50	5.00	0.00	0.11	0.11
34.45	0.64	0.50	5.00	0.00	0.11	0.11
34.50	0.64	0.50	5.00	0.00	0.11	0.11
34.55	0.64	0.50	5.00	0.00	0.11	0.11
34.60	0.64	0.50	5.00	0.00	0.11	0.11
34.65	0.64	0.50	5.00	0.00	0.11	0.11
34.70	0.64	0.50	5.00	0.00	0.11	0.11
34.75	0.64	0.50	5.00	0.00	0.11	0.11
34.80	0.64	0.50	5.00	0.00	0.11	0.11
34.85	0.64	0.50	5.00	0.00	0.11	0.11
34.90	0.64	0.50	5.00	0.00	0.11	0.11
34.95	0.64	0.49	5.00	0.00	0.11	0.11
35.00	0.64	0.49	5.00	0.00	0.11	0.11
35.05	0.64	0.49	5.00	0.00	0.11	0.11
35.10	0.64	0.49	5.00	0.00	0.11	0.11
35.15	0.64	0.49	5.00	0.00	0.11	0.11
35.20	0.64	0.49	5.00	0.00	0.11	0.11
35.25	0.64	0.49	5.00	0.00	0.11	0.11
35.30	0.64	0.49	5.00	0.00	0.11	0.11
35.35	0.64	0.49	5.00	0.00	0.10	0.10
35.40	0.64	0.49	5.00	0.00	0.10	0.10
35.45	0.64	0.49	5.00	0.00	0.10	0.10
35.50	0.64	0.49	5.00	0.00	0.10	0.10
35.55	0.64	0.49	5.00	0.00	0.10	0.10
35.60	0.64	0.49	5.00	0.00	0.10	0.10
35.65	0.64	0.49	5.00	0.00	0.10	0.10
35.70	0.64	0.49	5.00	0.00	0.10	0.10
35.75	0.64	0.49	5.00	0.00	0.10	0.10
35.80	0.64	0.49	5.00	0.00	0.10	0.10
35.85	0.64	0.49	5.00	0.00	0.10	0.10
35.90	0.64	0.49	5.00	0.00	0.10	0.10
35.95	0.64	0.49	5.00	0.00	0.10	0.10
36.00	0.64	0.49	5.00	0.00	0.10	0.10
36.05	0.64	0.49	5.00	0.00	0.10	0.10
36.10	0.63	0.49	5.00	0.00	0.10	0.10
36.15	0.63	0.49	5.00	0.00	0.10	0.10
36.20	0.63	0.49	5.00	0.00	0.10	0.10
36.25	0.63	0.49	5.00	0.00	0.10	0.10
36.30	0.63	0.49	5.00	0.00	0.10	0.10
36.35	0.63	0.49	5.00	0.00	0.10	0.10
36.40	0.63	0.49	5.00	0.00	0.10	0.10
36.45	0.63	0.49	5.00	0.00	0.10	0.10
36.50	0.63	0.49	5.00	0.00	0.10	0.10
36.55	0.63	0.49	5.00	0.00	0.09	0.09
36.60	0.63	0.49	5.00	0.00	0.09	0.09
36.65	0.63	0.49	5.00	0.00	0.09	0.09
36.70	0.63	0.49	5.00	0.00	0.09	0.09
36.75	0.63	0.49	5.00	0.00	0.09	0.09
36.80	0.63	0.49	5.00	0.00	0.09	0.09
36.85	0.63	0.49	5.00	0.00	0.09	0.09
36.90	0.63	0.49	5.00	0.00	0.09	0.09
36.95	0.63	0.49	5.00	0.00	0.09	0.09
37.00	0.63	0.49	5.00	0.00	0.09	0.09
37.05	0.63	0.49	5.00	0.00	0.09	0.09
37.10	0.63	0.49	5.00	0.00	0.09	0.09

37.15	0.63	0.48	5.00	0.00	0.09	0.09
37.20	0.63	0.48	5.00	0.00	0.09	0.09
37.25	0.63	0.48	5.00	0.00	0.09	0.09
37.30	0.63	0.48	5.00	0.00	0.09	0.09
37.35	0.63	0.48	5.00	0.00	0.09	0.09
37.40	0.63	0.48	5.00	0.00	0.09	0.09
37.45	0.63	0.48	5.00	0.00	0.09	0.09
37.50	0.63	0.48	5.00	0.00	0.09	0.09
37.55	0.63	0.48	5.00	0.00	0.09	0.09
37.60	0.63	0.48	5.00	0.00	0.09	0.09
37.65	0.63	0.48	5.00	0.00	0.09	0.09
37.70	0.63	0.48	5.00	0.00	0.09	0.09
37.75	0.63	0.48	5.00	0.00	0.08	0.08
37.80	0.63	0.48	5.00	0.00	0.08	0.08
37.85	0.63	0.48	5.00	0.00	0.08	0.08
37.90	0.63	0.48	5.00	0.00	0.08	0.08
37.95	0.63	0.48	5.00	0.00	0.08	0.08
38.00	0.63	0.48	5.00	0.00	0.08	0.08
38.05	0.63	0.48	5.00	0.00	0.08	0.08
38.10	0.63	0.48	5.00	0.00	0.08	0.08
38.15	0.63	0.48	5.00	0.00	0.08	0.08
38.20	0.63	0.48	5.00	0.00	0.08	0.08
38.25	0.63	0.48	5.00	0.00	0.08	0.08
38.30	0.63	0.48	5.00	0.00	0.08	0.08
38.35	0.63	0.48	5.00	0.00	0.08	0.08
38.40	0.63	0.48	5.00	0.00	0.08	0.08
38.45	0.63	0.48	5.00	0.00	0.08	0.08
38.50	0.63	0.48	5.00	0.00	0.08	0.08
38.55	0.63	0.48	5.00	0.00	0.08	0.08
38.60	0.63	0.48	5.00	0.00	0.08	0.08
38.65	0.63	0.48	5.00	0.00	0.08	0.08
38.70	0.63	0.48	5.00	0.00	0.08	0.08
38.75	0.63	0.48	5.00	0.00	0.08	0.08
38.80	0.63	0.48	5.00	0.00	0.08	0.08
38.85	0.63	0.48	5.00	0.00	0.07	0.07
38.90	0.62	0.48	5.00	0.00	0.07	0.07
38.95	0.62	0.48	5.00	0.00	0.07	0.07
39.00	0.62	0.48	5.00	0.00	0.07	0.07
39.05	0.62	0.48	5.00	0.00	0.07	0.07
39.10	0.62	0.48	5.00	0.00	0.07	0.07
39.15	0.62	0.48	5.00	0.00	0.07	0.07
39.20	0.62	0.48	5.00	0.00	0.07	0.07
39.25	0.62	0.48	5.00	0.00	0.07	0.07
39.30	0.62	0.48	5.00	0.00	0.07	0.07
39.35	0.62	0.47	5.00	0.00	0.07	0.07
39.40	0.62	0.47	5.00	0.00	0.07	0.07
39.45	0.62	0.47	5.00	0.00	0.07	0.07
39.50	0.62	0.47	5.00	0.00	0.07	0.07
39.55	0.62	0.47	5.00	0.00	0.07	0.07
39.60	0.62	0.47	5.00	0.00	0.07	0.07
39.65	0.62	0.47	5.00	0.00	0.07	0.07
39.70	0.62	0.47	5.00	0.00	0.07	0.07
39.75	0.62	0.47	5.00	0.00	0.07	0.07
39.80	0.62	0.47	5.00	0.00	0.07	0.07
39.85	0.62	0.47	5.00	0.00	0.07	0.07
39.90	0.62	0.47	5.00	0.00	0.07	0.07
39.95	0.62	0.47	5.00	0.00	0.07	0.07
40.00	0.62	0.47	5.00	0.00	0.07	0.07
40.05	0.62	0.47	5.00	0.00	0.06	0.06
40.10	0.62	0.47	5.00	0.00	0.06	0.06
40.15	0.62	0.47	5.00	0.00	0.06	0.06
40.20	0.62	0.47	5.00	0.00	0.06	0.06
40.25	0.62	0.47	5.00	0.00	0.06	0.06
40.30	0.62	0.47	5.00	0.00	0.06	0.06
40.35	0.62	0.47	5.00	0.00	0.06	0.06
40.40	0.62	0.47	5.00	0.00	0.06	0.06
40.45	0.62	0.47	5.00	0.00	0.06	0.06
40.50	0.62	0.47	5.00	0.00	0.06	0.06
40.55	0.62	0.47	5.00	0.00	0.06	0.06
40.60	0.62	0.47	5.00	0.00	0.06	0.06
40.65	0.62	0.47	5.00	0.00	0.06	0.06
40.70	0.62	0.47	5.00	0.00	0.06	0.06
40.75	0.62	0.47	5.00	0.00	0.06	0.06
40.80	0.62	0.47	5.00	0.00	0.06	0.06
40.85	0.62	0.47	5.00	0.00	0.06	0.06
40.90	0.62	0.47	5.00	0.00	0.06	0.06
40.95	0.62	0.47	5.00	0.00	0.06	0.06
41.00	0.62	0.47	5.00	0.00	0.06	0.06
41.05	0.62	0.47	5.00	0.00	0.06	0.06

41.10	0.62	0.47	5.00	0.00	0.06	0.06
41.15	0.62	0.47	5.00	0.00	0.06	0.06
41.20	0.62	0.47	5.00	0.00	0.06	0.06
41.25	0.62	0.47	5.00	0.00	0.06	0.06
41.30	0.62	0.47	5.00	0.00	0.06	0.06
41.35	0.62	0.47	5.00	0.00	0.06	0.06
41.40	0.62	0.47	5.00	0.00	0.06	0.06
41.45	0.62	0.47	5.00	0.00	0.06	0.06
41.50	0.62	0.47	5.00	0.00	0.06	0.06
41.55	0.62	0.46	5.00	0.00	0.06	0.06
41.60	0.62	0.46	5.00	0.00	0.05	0.05
41.65	0.62	0.46	5.00	0.00	0.05	0.05
41.70	0.62	0.46	5.00	0.00	0.05	0.05
41.75	0.62	0.46	5.00	0.00	0.05	0.05
41.80	0.62	0.46	5.00	0.00	0.05	0.05
41.85	0.61	0.46	5.00	0.00	0.05	0.05
41.90	0.61	0.46	5.00	0.00	0.05	0.05
41.95	0.61	0.46	5.00	0.00	0.05	0.05
42.00	0.61	0.46	5.00	0.00	0.05	0.05
42.05	0.61	0.46	5.00	0.00	0.05	0.05
42.10	0.61	0.46	5.00	0.00	0.05	0.05
42.15	0.61	0.46	5.00	0.00	0.05	0.05
42.20	0.61	0.46	5.00	0.00	0.05	0.05
42.25	0.61	0.46	5.00	0.00	0.05	0.05
42.30	0.61	0.46	5.00	0.00	0.05	0.05
42.35	0.61	0.46	5.00	0.00	0.05	0.05
42.40	0.61	0.46	5.00	0.00	0.05	0.05
42.45	0.61	0.46	5.00	0.00	0.05	0.05
42.50	0.61	0.46	5.00	0.00	0.05	0.05
42.55	0.61	0.46	5.00	0.00	0.05	0.05
42.60	0.61	0.46	5.00	0.00	0.05	0.05
42.65	0.61	0.46	5.00	0.00	0.05	0.05
42.70	0.61	0.46	5.00	0.00	0.05	0.05
42.75	0.61	0.46	5.00	0.00	0.05	0.05
42.80	0.61	0.46	5.00	0.00	0.05	0.05
42.85	0.61	0.46	5.00	0.00	0.05	0.05
42.90	0.61	0.46	5.00	0.00	0.05	0.05
42.95	0.61	0.46	5.00	0.00	0.05	0.05
43.00	0.61	0.46	5.00	0.00	0.05	0.05
43.05	0.61	0.46	5.00	0.00	0.05	0.05
43.10	0.61	0.46	5.00	0.00	0.05	0.05
43.15	0.61	0.46	5.00	0.00	0.05	0.05
43.20	0.61	0.46	5.00	0.00	0.05	0.05
43.25	0.61	0.46	5.00	0.00	0.04	0.04
43.30	0.61	0.46	5.00	0.00	0.04	0.04
43.35	0.61	0.46	5.00	0.00	0.04	0.04
43.40	0.61	0.46	5.00	0.00	0.04	0.04
43.45	0.61	0.46	5.00	0.00	0.04	0.04
43.50	0.61	0.46	5.00	0.00	0.04	0.04
43.55	0.61	0.46	5.00	0.00	0.04	0.04
43.60	0.61	0.46	5.00	0.00	0.04	0.04
43.65	0.61	0.46	5.00	0.00	0.04	0.04
43.70	0.61	0.46	5.00	0.00	0.04	0.04
43.75	0.61	0.46	5.00	0.00	0.04	0.04
43.80	0.61	0.45	5.00	0.00	0.04	0.04
43.85	0.61	0.45	5.00	0.00	0.04	0.04
43.90	0.61	0.45	5.00	0.00	0.04	0.04
43.95	0.61	0.45	5.00	0.00	0.04	0.04
44.00	0.61	0.45	5.00	0.00	0.04	0.04
44.05	0.61	0.45	5.00	0.00	0.04	0.04
44.10	0.61	0.45	5.00	0.00	0.04	0.04
44.15	0.61	0.45	5.00	0.00	0.04	0.04
44.20	0.61	0.45	5.00	0.00	0.04	0.04
44.25	0.61	0.45	5.00	0.00	0.04	0.04
44.30	0.61	0.45	5.00	0.00	0.04	0.04
44.35	0.61	0.45	5.00	0.00	0.04	0.04
44.40	0.61	0.45	5.00	0.00	0.04	0.04
44.45	0.61	0.45	5.00	0.00	0.04	0.04
44.50	0.61	0.45	5.00	0.00	0.04	0.04
44.55	0.61	0.45	5.00	0.00	0.04	0.04
44.60	0.61	0.45	5.00	0.00	0.04	0.04
44.65	0.61	0.45	5.00	0.00	0.04	0.04
44.70	0.61	0.45	5.00	0.00	0.04	0.04
44.75	0.61	0.45	5.00	0.00	0.04	0.04
44.80	0.61	0.45	5.00	0.00	0.04	0.04
44.85	0.61	0.45	5.00	0.00	0.04	0.04
44.90	0.61	0.45	5.00	0.00	0.03	0.03
44.95	0.60	0.45	5.00	0.00	0.03	0.03
45.00	0.60	0.45	5.00	0.00	0.03	0.03

45.05	0.60	0.45	5.00	0.00	0.03	0.03
45.10	0.60	0.45	5.00	0.00	0.03	0.03
45.15	0.60	0.45	5.00	0.00	0.03	0.03
45.20	0.60	0.45	5.00	0.00	0.03	0.03
45.25	0.60	0.45	5.00	0.00	0.03	0.03
45.30	0.60	0.45	5.00	0.00	0.03	0.03
45.35	0.60	0.45	5.00	0.00	0.03	0.03
45.40	0.60	0.45	5.00	0.00	0.03	0.03
45.45	0.60	0.45	5.00	0.00	0.03	0.03
45.50	0.60	0.45	5.00	0.00	0.03	0.03
45.55	0.60	0.45	5.00	0.00	0.03	0.03
45.60	0.60	0.45	5.00	0.00	0.03	0.03
45.65	0.60	0.45	5.00	0.00	0.03	0.03
45.70	0.60	0.45	5.00	0.00	0.03	0.03
45.75	0.60	0.45	5.00	0.00	0.03	0.03
45.80	0.60	0.45	5.00	0.00	0.03	0.03
45.85	0.60	0.45	5.00	0.00	0.03	0.03
45.90	0.60	0.45	5.00	0.00	0.03	0.03
45.95	0.60	0.45	5.00	0.00	0.03	0.03
46.00	0.60	0.44	5.00	0.00	0.03	0.03
46.05	0.60	0.44	5.00	0.00	0.03	0.03
46.10	0.60	0.44	5.00	0.00	0.03	0.03
46.15	0.60	0.44	5.00	0.00	0.03	0.03
46.20	0.60	0.44	5.00	0.00	0.03	0.03
46.25	0.60	0.44	5.00	0.00	0.03	0.03
46.30	0.60	0.44	5.00	0.00	0.03	0.03
46.35	0.60	0.44	5.00	0.00	0.03	0.03
46.40	0.60	0.44	5.00	0.00	0.03	0.03
46.45	0.60	0.44	5.00	0.00	0.03	0.03
46.50	0.60	0.44	5.00	0.00	0.03	0.03
46.55	0.60	0.44	5.00	0.00	0.03	0.03
46.60	0.60	0.44	5.00	0.00	0.02	0.02
46.65	0.60	0.44	5.00	0.00	0.02	0.02
46.70	0.60	0.44	5.00	0.00	0.02	0.02
46.75	0.60	0.44	5.00	0.00	0.02	0.02
46.80	0.60	0.44	5.00	0.00	0.02	0.02
46.85	0.60	0.44	5.00	0.00	0.02	0.02
46.90	0.60	0.44	5.00	0.00	0.02	0.02
46.95	0.60	0.44	5.00	0.00	0.02	0.02
47.00	0.60	0.44	5.00	0.00	0.02	0.02
47.05	0.60	0.44	5.00	0.00	0.02	0.02
47.10	0.60	0.44	5.00	0.00	0.02	0.02
47.15	0.60	0.44	5.00	0.00	0.02	0.02
47.20	0.60	0.44	5.00	0.00	0.02	0.02
47.25	0.60	0.44	5.00	0.00	0.02	0.02
47.30	0.60	0.44	5.00	0.00	0.02	0.02
47.35	0.60	0.44	5.00	0.00	0.02	0.02
47.40	0.60	0.44	5.00	0.00	0.02	0.02
47.45	0.60	0.44	5.00	0.00	0.02	0.02
47.50	0.60	0.44	5.00	0.00	0.02	0.02
47.55	0.60	0.44	5.00	0.00	0.02	0.02
47.60	0.60	0.44	5.00	0.00	0.02	0.02
47.65	0.60	0.44	5.00	0.00	0.02	0.02
47.70	0.60	0.44	5.00	0.00	0.02	0.02
47.75	0.60	0.44	5.00	0.00	0.02	0.02
47.80	0.60	0.44	5.00	0.00	0.02	0.02
47.85	0.60	0.44	5.00	0.00	0.02	0.02
47.90	0.60	0.44	5.00	0.00	0.02	0.02
47.95	0.60	0.44	5.00	0.00	0.02	0.02
48.00	0.60	0.44	5.00	0.00	0.02	0.02
48.05	0.60	0.44	5.00	0.00	0.02	0.02
48.10	0.60	0.44	5.00	0.00	0.02	0.02
48.15	0.59	0.44	5.00	0.00	0.02	0.02
48.20	0.59	0.43	5.00	0.00	0.01	0.01
48.25	0.59	0.43	5.00	0.00	0.01	0.01
48.30	0.59	0.43	5.00	0.00	0.01	0.01
48.35	0.59	0.43	5.00	0.00	0.01	0.01
48.40	0.59	0.43	5.00	0.00	0.01	0.01
48.45	0.59	0.43	5.00	0.00	0.01	0.01
48.50	0.59	0.43	5.00	0.00	0.01	0.01
48.55	0.59	0.43	5.00	0.00	0.01	0.01
48.60	0.59	0.43	5.00	0.00	0.01	0.01
48.65	0.59	0.43	5.00	0.00	0.01	0.01
48.70	0.59	0.43	5.00	0.00	0.01	0.01
48.75	0.59	0.43	5.00	0.00	0.01	0.01
48.80	0.59	0.43	5.00	0.00	0.01	0.01
48.85	0.59	0.43	5.00	0.00	0.01	0.01
48.90	0.59	0.43	5.00	0.00	0.01	0.01
48.95	0.59	0.43	5.00	0.00	0.01	0.01

49.00	0.59	0.43	5.00	0.00	0.01	0.01
49.05	0.59	0.43	5.00	0.00	0.01	0.01
49.10	0.59	0.43	5.00	0.00	0.01	0.01
49.15	0.59	0.43	5.00	0.00	0.01	0.01
49.20	0.59	0.43	5.00	0.00	0.01	0.01
49.25	0.59	0.43	5.00	0.00	0.01	0.01
49.30	0.59	0.43	5.00	0.00	0.01	0.01
49.35	0.59	0.43	5.00	0.00	0.01	0.01
49.40	0.59	0.43	5.00	0.00	0.01	0.01
49.45	0.59	0.43	5.00	0.00	0.01	0.01
49.50	0.59	0.43	5.00	0.00	0.01	0.01
49.55	0.59	0.43	5.00	0.00	0.01	0.01
49.60	0.59	0.43	5.00	0.00	0.01	0.01
49.65	0.59	0.43	5.00	0.00	0.01	0.01
49.70	0.59	0.43	5.00	0.00	0.01	0.01
49.75	0.59	0.43	5.00	0.00	0.00	0.00
49.80	0.59	0.43	5.00	0.00	0.00	0.00
49.85	0.59	0.43	5.00	0.00	0.00	0.00
49.90	0.59	0.43	5.00	0.00	0.00	0.00
49.95	0.59	0.43	5.00	0.00	0.00	0.00
50.00	0.59	0.43	5.00	0.00	0.00	0.00
50.05	0.59	0.43	5.00	0.00	0.00	0.00
50.10	0.59	0.43	5.00	0.00	0.00	0.00
50.15	0.59	0.43	5.00	0.00	0.00	0.00
50.20	0.59	0.43	5.00	0.00	0.00	0.00
50.25	0.59	0.43	5.00	0.00	0.00	0.00
50.30	0.59	0.43	5.00	0.00	0.00	0.00
50.35	0.59	0.43	5.00	0.00	0.00	0.00
50.40	0.59	0.42	5.00	0.00	0.00	0.00
50.45	0.59	0.42	5.00	0.00	0.00	0.00
50.50	0.59	0.42	5.00	0.00	0.00	0.00

* F.S.<1, Liquefaction Potential Zone
(F.S. is limited to 5, CRR is limited to 2, CSR is limited to 2)

Units: Unit: qc, fs, Stress or Pressure = atm (1.0581tsf); Unit Weight = pcf; Depth = ft; Settlement = in.

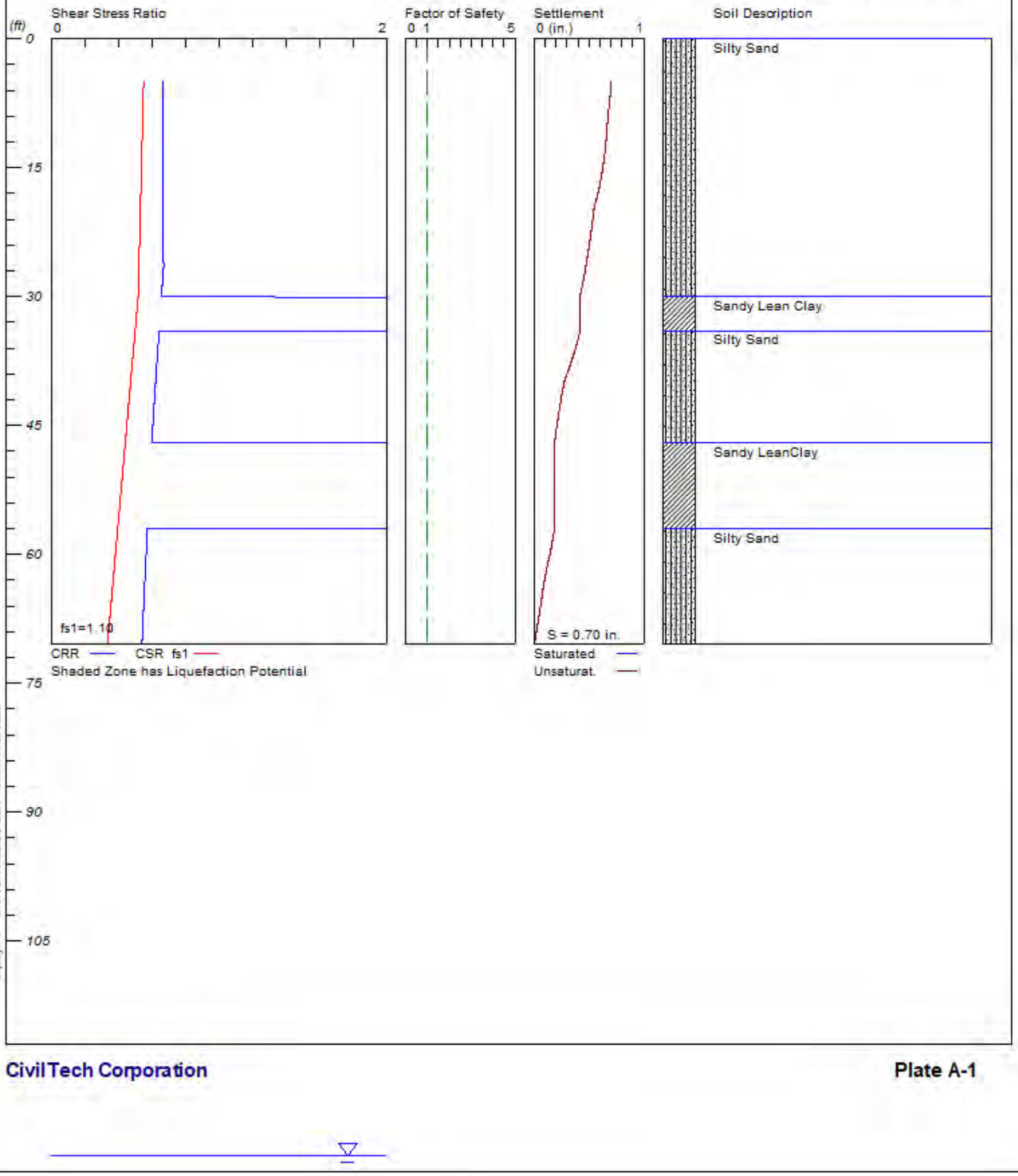
1 atm (atmosphere) = 1 tsf (ton/ft2)
CRRm Cyclic resistance ratio from soils
CSRsf Cyclic stress ratio induced by a given earthquake (with user request factor of safety)
F.S. Factor of Safety against liquefaction, F.S.=CRRm/CSRsf
S_sat Settlement from saturated sands
S_dry Settlement from Unsaturated Sands
S_all Total Settlement from Saturated and Unsaturated Sands
NoLiq No-Liquefy Soils

LIQUEFACTION ANALYSIS

Ontario Sports Park

Hole No.=BH06 Water Depth=130 ft

Magnitude=6.7
Acceleration=.778g



CivilTech Corporation

Plate A-1

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*****************************************************************************************************
                                    LIQUEFACTION ANALYSIS SUMMARY
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      Input File Name: C:\Users\jmeneses\Desktop\HMD\00-23-2255--Ontario Sport Complex\Settlement\BH06.liq
      Title:  Ontario Sports Park
      Subtitle:

      Surface Elev.=
      Hole No.=BH06
      Depth of Hole= 70.50 ft
      Water Table during Earthquake= 130.00 ft
      Water Table during In-Situ Testing= 130.00 ft
      Max. Acceleration= 0.78 g
      Earthquake Magnitude= 6.70

 Input Data:
      Surface Elev.=
      Hole No.=BH06
      Depth of Hole=70.50 ft
      Water Table during Earthquake= 130.00 ft
      Water Table during In-Situ Testing= 130.00 ft
      Max. Acceleration=0.78 g
      Earthquake Magnitude=6.70
      No-Liquefiable Soils:   CL, OL are Non-Liq. Soil

      1. SPT or BPT Calculation.
      2. Settlement Analysis Method: Tokimatsu, M-correction
      3. Fines Correction for Liquefaction: Idriss/Seed
      4. Fine Correction for Settlement: During Liquefaction*
      5. Settlement Calculation in: All zones*
      6. Hammer Energy Ratio,                                  Ce = 1.25
      7. Borehole Diameter,                                        Cb= 1
      8. Sampling Method,                                         Cs= 1.2
      9. User request factor of safety (apply to CSR) ,   User= 1.1
         Plot one CSR curve (fs1=User)
      10. Use Curve Smoothing: Yes*
      * Recommended Options

      In-Situ Test Data:
      Depth   SPT     gamma   Fines
      ft              pcf     %
      ____________________________________
      5.00    21.00   125.00  12.00
      10.00   36.00   125.00  12.00
      15.00   37.00   125.00  12.00
      20.00   36.00   125.00  12.00
      25.00   38.00   125.00  12.00
      30.00   27.00   110.00  NoLiq
      35.00   38.00   125.00  12.00
      40.00   35.00   125.00  12.00
      45.00   43.00   125.00  12.00
      50.00   28.00   110.00  NoLiq
      55.00   34.00   110.00  NoLiq
      60.00   34.00   125.00  24.20
      65.00   41.00   125.00  24.20
      70.00   40.00   125.00  24.20
      ____________________________________

Output Results:
      Settlement of Saturated Sands=0.00 in.
      Settlement of Unsaturated Sands=0.70 in.
      Total Settlement of Saturated and Unsaturated Sands=0.70 in.
      Differential Settlement=0.350 to 0.462 in.

      Depth   CRRm    CSRfs   F.S.    S_sat.  S_dry   S_all
      ft                              in.     in.     in.
      ____________________________________________________
      5.00    0.67    0.55    5.00    0.00    0.70    0.70
      5.05    0.67    0.55    5.00    0.00    0.70    0.70
      5.10    0.67    0.55    5.00    0.00    0.70    0.70
      5.15    0.67    0.55    5.00    0.00    0.70    0.70
      5.20    0.67    0.55    5.00    0.00    0.70    0.70
      5.25    0.67    0.55    5.00    0.00    0.70    0.70
      5.30    0.67    0.55    5.00    0.00    0.70    0.70
```

5.35	0.67	0.55	5.00	0.00	0.70	0.70
5.40	0.67	0.55	5.00	0.00	0.70	0.70
5.45	0.67	0.55	5.00	0.00	0.70	0.70
5.50	0.67	0.55	5.00	0.00	0.70	0.70
5.55	0.67	0.55	5.00	0.00	0.70	0.70
5.60	0.67	0.55	5.00	0.00	0.70	0.70
5.65	0.67	0.55	5.00	0.00	0.70	0.70
5.70	0.67	0.55	5.00	0.00	0.70	0.70
5.75	0.67	0.55	5.00	0.00	0.70	0.70
5.80	0.67	0.55	5.00	0.00	0.70	0.70
5.85	0.67	0.55	5.00	0.00	0.70	0.70
5.90	0.67	0.55	5.00	0.00	0.70	0.70
5.95	0.67	0.55	5.00	0.00	0.70	0.70
6.00	0.67	0.55	5.00	0.00	0.70	0.70
6.05	0.67	0.55	5.00	0.00	0.70	0.70
6.10	0.67	0.55	5.00	0.00	0.70	0.70
6.15	0.67	0.55	5.00	0.00	0.70	0.70
6.20	0.67	0.55	5.00	0.00	0.70	0.70
6.25	0.67	0.55	5.00	0.00	0.69	0.69
6.30	0.67	0.55	5.00	0.00	0.69	0.69
6.35	0.67	0.55	5.00	0.00	0.69	0.69
6.40	0.67	0.55	5.00	0.00	0.69	0.69
6.45	0.67	0.55	5.00	0.00	0.69	0.69
6.50	0.67	0.55	5.00	0.00	0.69	0.69
6.55	0.67	0.55	5.00	0.00	0.69	0.69
6.60	0.67	0.55	5.00	0.00	0.69	0.69
6.65	0.67	0.55	5.00	0.00	0.69	0.69
6.70	0.67	0.55	5.00	0.00	0.69	0.69
6.75	0.67	0.55	5.00	0.00	0.69	0.69
6.80	0.67	0.55	5.00	0.00	0.69	0.69
6.85	0.67	0.55	5.00	0.00	0.69	0.69
6.90	0.67	0.55	5.00	0.00	0.69	0.69
6.95	0.67	0.55	5.00	0.00	0.69	0.69
7.00	0.67	0.55	5.00	0.00	0.69	0.69
7.05	0.67	0.55	5.00	0.00	0.69	0.69
7.10	0.67	0.55	5.00	0.00	0.69	0.69
7.15	0.67	0.55	5.00	0.00	0.69	0.69
7.20	0.67	0.55	5.00	0.00	0.69	0.69
7.25	0.67	0.55	5.00	0.00	0.69	0.69
7.30	0.67	0.55	5.00	0.00	0.69	0.69
7.35	0.67	0.55	5.00	0.00	0.69	0.69
7.40	0.67	0.55	5.00	0.00	0.69	0.69
7.45	0.67	0.55	5.00	0.00	0.69	0.69
7.50	0.67	0.55	5.00	0.00	0.69	0.69
7.55	0.67	0.55	5.00	0.00	0.69	0.69
7.60	0.67	0.55	5.00	0.00	0.69	0.69
7.65	0.67	0.55	5.00	0.00	0.69	0.69
7.70	0.67	0.55	5.00	0.00	0.69	0.69
7.75	0.67	0.55	5.00	0.00	0.68	0.68
7.80	0.67	0.55	5.00	0.00	0.68	0.68
7.85	0.67	0.55	5.00	0.00	0.68	0.68
7.90	0.67	0.55	5.00	0.00	0.68	0.68
7.95	0.67	0.55	5.00	0.00	0.68	0.68
8.00	0.67	0.55	5.00	0.00	0.68	0.68
8.05	0.67	0.55	5.00	0.00	0.68	0.68
8.10	0.67	0.55	5.00	0.00	0.68	0.68
8.15	0.67	0.55	5.00	0.00	0.68	0.68
8.20	0.67	0.55	5.00	0.00	0.68	0.68
8.25	0.67	0.55	5.00	0.00	0.68	0.68
8.30	0.67	0.55	5.00	0.00	0.68	0.68
8.35	0.67	0.55	5.00	0.00	0.68	0.68
8.40	0.67	0.55	5.00	0.00	0.68	0.68
8.45	0.67	0.55	5.00	0.00	0.68	0.68
8.50	0.67	0.55	5.00	0.00	0.68	0.68
8.55	0.67	0.55	5.00	0.00	0.68	0.68
8.60	0.67	0.55	5.00	0.00	0.68	0.68
8.65	0.67	0.55	5.00	0.00	0.68	0.68
8.70	0.67	0.54	5.00	0.00	0.68	0.68
8.75	0.67	0.54	5.00	0.00	0.68	0.68
8.80	0.67	0.54	5.00	0.00	0.67	0.67
8.85	0.67	0.54	5.00	0.00	0.67	0.67
8.90	0.67	0.54	5.00	0.00	0.67	0.67
8.95	0.67	0.54	5.00	0.00	0.67	0.67
9.00	0.67	0.54	5.00	0.00	0.67	0.67
9.05	0.67	0.54	5.00	0.00	0.67	0.67
9.10	0.67	0.54	5.00	0.00	0.67	0.67
9.15	0.67	0.54	5.00	0.00	0.67	0.67
9.20	0.67	0.54	5.00	0.00	0.67	0.67
9.25	0.67	0.54	5.00	0.00	0.67	0.67

9.30	0.67	0.54	5.00	0.00	0.67	0.67
9.35	0.67	0.54	5.00	0.00	0.67	0.67
9.40	0.67	0.54	5.00	0.00	0.67	0.67
9.45	0.67	0.54	5.00	0.00	0.67	0.67
9.50	0.67	0.54	5.00	0.00	0.67	0.67
9.55	0.67	0.54	5.00	0.00	0.67	0.67
9.60	0.67	0.54	5.00	0.00	0.67	0.67
9.65	0.67	0.54	5.00	0.00	0.67	0.67
9.70	0.67	0.54	5.00	0.00	0.67	0.67
9.75	0.67	0.54	5.00	0.00	0.67	0.67
9.80	0.67	0.54	5.00	0.00	0.67	0.67
9.85	0.67	0.54	5.00	0.00	0.67	0.67
9.90	0.67	0.54	5.00	0.00	0.67	0.67
9.95	0.67	0.54	5.00	0.00	0.67	0.67
10.00	0.67	0.54	5.00	0.00	0.67	0.67
10.05	0.67	0.54	5.00	0.00	0.67	0.67
10.10	0.67	0.54	5.00	0.00	0.67	0.67
10.15	0.67	0.54	5.00	0.00	0.67	0.67
10.20	0.67	0.54	5.00	0.00	0.67	0.67
10.25	0.67	0.54	5.00	0.00	0.67	0.67
10.30	0.67	0.54	5.00	0.00	0.67	0.67
10.35	0.67	0.54	5.00	0.00	0.67	0.67
10.40	0.67	0.54	5.00	0.00	0.66	0.66
10.45	0.67	0.54	5.00	0.00	0.66	0.66
10.50	0.67	0.54	5.00	0.00	0.66	0.66
10.55	0.67	0.54	5.00	0.00	0.66	0.66
10.60	0.67	0.54	5.00	0.00	0.66	0.66
10.65	0.67	0.54	5.00	0.00	0.66	0.66
10.70	0.67	0.54	5.00	0.00	0.66	0.66
10.75	0.67	0.54	5.00	0.00	0.66	0.66
10.80	0.67	0.54	5.00	0.00	0.66	0.66
10.85	0.67	0.54	5.00	0.00	0.66	0.66
10.90	0.67	0.54	5.00	0.00	0.66	0.66
10.95	0.67	0.54	5.00	0.00	0.66	0.66
11.00	0.67	0.54	5.00	0.00	0.66	0.66
11.05	0.67	0.54	5.00	0.00	0.66	0.66
11.10	0.67	0.54	5.00	0.00	0.66	0.66
11.15	0.67	0.54	5.00	0.00	0.66	0.66
11.20	0.67	0.54	5.00	0.00	0.66	0.66
11.25	0.67	0.54	5.00	0.00	0.66	0.66
11.30	0.67	0.54	5.00	0.00	0.66	0.66
11.35	0.67	0.54	5.00	0.00	0.66	0.66
11.40	0.67	0.54	5.00	0.00	0.66	0.66
11.45	0.67	0.54	5.00	0.00	0.66	0.66
11.50	0.67	0.54	5.00	0.00	0.66	0.66
11.55	0.67	0.54	5.00	0.00	0.66	0.66
11.60	0.67	0.54	5.00	0.00	0.66	0.66
11.65	0.67	0.54	5.00	0.00	0.66	0.66
11.70	0.67	0.54	5.00	0.00	0.66	0.66
11.75	0.67	0.54	5.00	0.00	0.66	0.66
11.80	0.67	0.54	5.00	0.00	0.66	0.66
11.85	0.67	0.54	5.00	0.00	0.66	0.66
11.90	0.67	0.54	5.00	0.00	0.66	0.66
11.95	0.67	0.54	5.00	0.00	0.65	0.65
12.00	0.67	0.54	5.00	0.00	0.65	0.65
12.05	0.67	0.54	5.00	0.00	0.65	0.65
12.10	0.67	0.54	5.00	0.00	0.65	0.65
12.15	0.67	0.54	5.00	0.00	0.65	0.65
12.20	0.67	0.54	5.00	0.00	0.65	0.65
12.25	0.67	0.54	5.00	0.00	0.65	0.65
12.30	0.67	0.54	5.00	0.00	0.65	0.65
12.35	0.67	0.54	5.00	0.00	0.65	0.65
12.40	0.67	0.54	5.00	0.00	0.65	0.65
12.45	0.67	0.54	5.00	0.00	0.65	0.65
12.50	0.67	0.54	5.00	0.00	0.65	0.65
12.55	0.67	0.54	5.00	0.00	0.65	0.65
12.60	0.67	0.54	5.00	0.00	0.65	0.65
12.65	0.67	0.54	5.00	0.00	0.65	0.65
12.70	0.67	0.54	5.00	0.00	0.65	0.65
12.75	0.67	0.54	5.00	0.00	0.65	0.65
12.80	0.67	0.54	5.00	0.00	0.65	0.65
12.85	0.67	0.54	5.00	0.00	0.65	0.65
12.90	0.67	0.54	5.00	0.00	0.65	0.65
12.95	0.67	0.54	5.00	0.00	0.65	0.65
13.00	0.67	0.54	5.00	0.00	0.65	0.65
13.05	0.67	0.54	5.00	0.00	0.65	0.65
13.10	0.67	0.54	5.00	0.00	0.65	0.65
13.15	0.67	0.54	5.00	0.00	0.65	0.65
13.20	0.67	0.54	5.00	0.00	0.64	0.64

13.25	0.67	0.54	5.00	0.00	0.64	0.64
13.30	0.67	0.54	5.00	0.00	0.64	0.64
13.35	0.67	0.54	5.00	0.00	0.64	0.64
13.40	0.67	0.54	5.00	0.00	0.64	0.64
13.45	0.67	0.54	5.00	0.00	0.64	0.64
13.50	0.67	0.54	5.00	0.00	0.64	0.64
13.55	0.67	0.54	5.00	0.00	0.64	0.64
13.60	0.67	0.54	5.00	0.00	0.64	0.64
13.65	0.67	0.54	5.00	0.00	0.64	0.64
13.70	0.67	0.54	5.00	0.00	0.64	0.64
13.75	0.67	0.54	5.00	0.00	0.64	0.64
13.80	0.67	0.54	5.00	0.00	0.64	0.64
13.85	0.67	0.54	5.00	0.00	0.64	0.64
13.90	0.67	0.54	5.00	0.00	0.64	0.64
13.95	0.67	0.54	5.00	0.00	0.64	0.64
14.00	0.67	0.54	5.00	0.00	0.64	0.64
14.05	0.67	0.54	5.00	0.00	0.64	0.64
14.10	0.67	0.54	5.00	0.00	0.64	0.64
14.15	0.67	0.54	5.00	0.00	0.64	0.64
14.20	0.67	0.54	5.00	0.00	0.63	0.63
14.25	0.67	0.54	5.00	0.00	0.63	0.63
14.30	0.67	0.54	5.00	0.00	0.63	0.63
14.35	0.67	0.54	5.00	0.00	0.63	0.63
14.40	0.67	0.54	5.00	0.00	0.63	0.63
14.45	0.67	0.54	5.00	0.00	0.63	0.63
14.50	0.67	0.54	5.00	0.00	0.63	0.63
14.55	0.67	0.54	5.00	0.00	0.63	0.63
14.60	0.67	0.54	5.00	0.00	0.63	0.63
14.65	0.67	0.54	5.00	0.00	0.63	0.63
14.70	0.67	0.54	5.00	0.00	0.63	0.63
14.75	0.67	0.54	5.00	0.00	0.63	0.63
14.80	0.67	0.54	5.00	0.00	0.63	0.63
14.85	0.67	0.54	5.00	0.00	0.63	0.63
14.90	0.67	0.54	5.00	0.00	0.63	0.63
14.95	0.67	0.54	5.00	0.00	0.63	0.63
15.00	0.67	0.54	5.00	0.00	0.63	0.63
15.05	0.67	0.54	5.00	0.00	0.62	0.62
15.10	0.67	0.54	5.00	0.00	0.62	0.62
15.15	0.67	0.54	5.00	0.00	0.62	0.62
15.20	0.67	0.54	5.00	0.00	0.62	0.62
15.25	0.67	0.54	5.00	0.00	0.62	0.62
15.30	0.67	0.54	5.00	0.00	0.62	0.62
15.35	0.67	0.54	5.00	0.00	0.62	0.62
15.40	0.67	0.54	5.00	0.00	0.62	0.62
15.45	0.67	0.54	5.00	0.00	0.62	0.62
15.50	0.67	0.54	5.00	0.00	0.62	0.62
15.55	0.67	0.54	5.00	0.00	0.62	0.62
15.60	0.67	0.54	5.00	0.00	0.62	0.62
15.65	0.67	0.54	5.00	0.00	0.62	0.62
15.70	0.67	0.54	5.00	0.00	0.62	0.62
15.75	0.67	0.54	5.00	0.00	0.62	0.62
15.80	0.67	0.54	5.00	0.00	0.62	0.62
15.85	0.67	0.54	5.00	0.00	0.62	0.62
15.90	0.67	0.54	5.00	0.00	0.61	0.61
15.95	0.67	0.54	5.00	0.00	0.61	0.61
16.00	0.67	0.54	5.00	0.00	0.61	0.61
16.05	0.67	0.54	5.00	0.00	0.61	0.61
16.10	0.67	0.54	5.00	0.00	0.61	0.61
16.15	0.67	0.54	5.00	0.00	0.61	0.61
16.20	0.67	0.54	5.00	0.00	0.61	0.61
16.25	0.67	0.54	5.00	0.00	0.61	0.61
16.30	0.67	0.54	5.00	0.00	0.61	0.61
16.35	0.67	0.54	5.00	0.00	0.61	0.61
16.40	0.67	0.53	5.00	0.00	0.61	0.61
16.45	0.67	0.53	5.00	0.00	0.61	0.61
16.50	0.67	0.53	5.00	0.00	0.61	0.61
16.55	0.67	0.53	5.00	0.00	0.61	0.61
16.60	0.67	0.53	5.00	0.00	0.60	0.60
16.65	0.67	0.53	5.00	0.00	0.60	0.60
16.70	0.67	0.53	5.00	0.00	0.60	0.60
16.75	0.67	0.53	5.00	0.00	0.60	0.60
16.80	0.67	0.53	5.00	0.00	0.60	0.60
16.85	0.67	0.53	5.00	0.00	0.60	0.60
16.90	0.67	0.53	5.00	0.00	0.60	0.60
16.95	0.67	0.53	5.00	0.00	0.60	0.60
17.00	0.67	0.53	5.00	0.00	0.60	0.60
17.05	0.67	0.53	5.00	0.00	0.60	0.60
17.10	0.67	0.53	5.00	0.00	0.60	0.60
17.15	0.67	0.53	5.00	0.00	0.60	0.60

17.20	0.67	0.53	5.00	0.00	0.60	0.60
17.25	0.67	0.53	5.00	0.00	0.59	0.59
17.30	0.67	0.53	5.00	0.00	0.59	0.59
17.35	0.67	0.53	5.00	0.00	0.59	0.59
17.40	0.67	0.53	5.00	0.00	0.59	0.59
17.45	0.67	0.53	5.00	0.00	0.59	0.59
17.50	0.67	0.53	5.00	0.00	0.59	0.59
17.55	0.67	0.53	5.00	0.00	0.59	0.59
17.60	0.67	0.53	5.00	0.00	0.59	0.59
17.65	0.67	0.53	5.00	0.00	0.59	0.59
17.70	0.67	0.53	5.00	0.00	0.59	0.59
17.75	0.67	0.53	5.00	0.00	0.59	0.59
17.80	0.67	0.53	5.00	0.00	0.59	0.59
17.85	0.67	0.53	5.00	0.00	0.58	0.58
17.90	0.67	0.53	5.00	0.00	0.58	0.58
17.95	0.67	0.53	5.00	0.00	0.58	0.58
18.00	0.67	0.53	5.00	0.00	0.58	0.58
18.05	0.67	0.53	5.00	0.00	0.58	0.58
18.10	0.67	0.53	5.00	0.00	0.58	0.58
18.15	0.67	0.53	5.00	0.00	0.58	0.58
18.20	0.67	0.53	5.00	0.00	0.58	0.58
18.25	0.67	0.53	5.00	0.00	0.58	0.58
18.30	0.67	0.53	5.00	0.00	0.58	0.58
18.35	0.67	0.53	5.00	0.00	0.57	0.57
18.40	0.67	0.53	5.00	0.00	0.57	0.57
18.45	0.67	0.53	5.00	0.00	0.57	0.57
18.50	0.67	0.53	5.00	0.00	0.57	0.57
18.55	0.67	0.53	5.00	0.00	0.57	0.57
18.60	0.67	0.53	5.00	0.00	0.57	0.57
18.65	0.67	0.53	5.00	0.00	0.57	0.57
18.70	0.67	0.53	5.00	0.00	0.57	0.57
18.75	0.67	0.53	5.00	0.00	0.57	0.57
18.80	0.67	0.53	5.00	0.00	0.57	0.57
18.85	0.67	0.53	5.00	0.00	0.56	0.56
18.90	0.67	0.53	5.00	0.00	0.56	0.56
18.95	0.67	0.53	5.00	0.00	0.56	0.56
19.00	0.67	0.53	5.00	0.00	0.56	0.56
19.05	0.67	0.53	5.00	0.00	0.56	0.56
19.10	0.67	0.53	5.00	0.00	0.56	0.56
19.15	0.67	0.53	5.00	0.00	0.56	0.56
19.20	0.67	0.53	5.00	0.00	0.56	0.56
19.25	0.67	0.53	5.00	0.00	0.55	0.55
19.30	0.67	0.53	5.00	0.00	0.55	0.55
19.35	0.67	0.53	5.00	0.00	0.55	0.55
19.40	0.67	0.53	5.00	0.00	0.55	0.55
19.45	0.67	0.53	5.00	0.00	0.55	0.55
19.50	0.67	0.53	5.00	0.00	0.55	0.55
19.55	0.67	0.53	5.00	0.00	0.55	0.55
19.60	0.67	0.53	5.00	0.00	0.55	0.55
19.65	0.67	0.53	5.00	0.00	0.55	0.55
19.70	0.67	0.53	5.00	0.00	0.55	0.55
19.75	0.67	0.53	5.00	0.00	0.55	0.55
19.80	0.67	0.53	5.00	0.00	0.55	0.55
19.85	0.67	0.53	5.00	0.00	0.54	0.54
19.90	0.67	0.53	5.00	0.00	0.54	0.54
19.95	0.67	0.53	5.00	0.00	0.54	0.54
20.00	0.67	0.53	5.00	0.00	0.54	0.54
20.05	0.67	0.53	5.00	0.00	0.54	0.54
20.10	0.67	0.53	5.00	0.00	0.54	0.54
20.15	0.67	0.53	5.00	0.00	0.54	0.54
20.20	0.67	0.53	5.00	0.00	0.54	0.54
20.25	0.67	0.53	5.00	0.00	0.54	0.54
20.30	0.67	0.53	5.00	0.00	0.54	0.54
20.35	0.67	0.53	5.00	0.00	0.54	0.54
20.40	0.67	0.53	5.00	0.00	0.54	0.54
20.45	0.67	0.53	5.00	0.00	0.54	0.54
20.50	0.67	0.53	5.00	0.00	0.54	0.54
20.55	0.67	0.53	5.00	0.00	0.54	0.54
20.60	0.67	0.53	5.00	0.00	0.54	0.54
20.65	0.67	0.53	5.00	0.00	0.54	0.54
20.70	0.67	0.53	5.00	0.00	0.54	0.54
20.75	0.67	0.53	5.00	0.00	0.54	0.54
20.80	0.67	0.53	5.00	0.00	0.54	0.54
20.85	0.67	0.53	5.00	0.00	0.54	0.54
20.90	0.67	0.53	5.00	0.00	0.54	0.54
20.95	0.67	0.53	5.00	0.00	0.53	0.53
21.00	0.67	0.53	5.00	0.00	0.53	0.53
21.05	0.67	0.53	5.00	0.00	0.53	0.53
21.10	0.67	0.53	5.00	0.00	0.53	0.53

21.15	0.67	0.53	5.00	0.00	0.53	0.53
21.20	0.67	0.53	5.00	0.00	0.53	0.53
21.25	0.67	0.53	5.00	0.00	0.53	0.53
21.30	0.67	0.53	5.00	0.00	0.53	0.53
21.35	0.67	0.53	5.00	0.00	0.53	0.53
21.40	0.67	0.53	5.00	0.00	0.53	0.53
21.45	0.67	0.53	5.00	0.00	0.53	0.53
21.50	0.67	0.53	5.00	0.00	0.53	0.53
21.55	0.67	0.53	5.00	0.00	0.53	0.53
21.60	0.67	0.53	5.00	0.00	0.53	0.53
21.65	0.67	0.53	5.00	0.00	0.53	0.53
21.70	0.67	0.53	5.00	0.00	0.53	0.53
21.75	0.67	0.53	5.00	0.00	0.53	0.53
21.80	0.67	0.53	5.00	0.00	0.53	0.53
21.85	0.67	0.53	5.00	0.00	0.53	0.53
21.90	0.67	0.53	5.00	0.00	0.53	0.53
21.95	0.67	0.53	5.00	0.00	0.52	0.52
22.00	0.67	0.53	5.00	0.00	0.52	0.52
22.05	0.67	0.53	5.00	0.00	0.52	0.52
22.10	0.67	0.53	5.00	0.00	0.52	0.52
22.15	0.67	0.53	5.00	0.00	0.52	0.52
22.20	0.67	0.53	5.00	0.00	0.52	0.52
22.25	0.67	0.53	5.00	0.00	0.52	0.52
22.30	0.67	0.53	5.00	0.00	0.52	0.52
22.35	0.67	0.53	5.00	0.00	0.52	0.52
22.40	0.67	0.53	5.00	0.00	0.52	0.52
22.45	0.67	0.53	5.00	0.00	0.52	0.52
22.50	0.67	0.53	5.00	0.00	0.52	0.52
22.55	0.67	0.53	5.00	0.00	0.52	0.52
22.60	0.67	0.53	5.00	0.00	0.52	0.52
22.65	0.67	0.53	5.00	0.00	0.52	0.52
22.70	0.67	0.53	5.00	0.00	0.52	0.52
22.75	0.67	0.53	5.00	0.00	0.52	0.52
22.80	0.67	0.53	5.00	0.00	0.52	0.52
22.85	0.67	0.53	5.00	0.00	0.52	0.52
22.90	0.67	0.53	5.00	0.00	0.51	0.51
22.95	0.67	0.53	5.00	0.00	0.51	0.51
23.00	0.67	0.53	5.00	0.00	0.51	0.51
23.05	0.67	0.53	5.00	0.00	0.51	0.51
23.10	0.67	0.53	5.00	0.00	0.51	0.51
23.15	0.67	0.53	5.00	0.00	0.51	0.51
23.20	0.67	0.53	5.00	0.00	0.51	0.51
23.25	0.67	0.53	5.00	0.00	0.51	0.51
23.30	0.67	0.53	5.00	0.00	0.51	0.51
23.35	0.67	0.53	5.00	0.00	0.51	0.51
23.40	0.67	0.53	5.00	0.00	0.51	0.51
23.45	0.67	0.53	5.00	0.00	0.51	0.51
23.50	0.67	0.53	5.00	0.00	0.51	0.51
23.55	0.67	0.53	5.00	0.00	0.51	0.51
23.60	0.67	0.53	5.00	0.00	0.51	0.51
23.65	0.67	0.53	5.00	0.00	0.51	0.51
23.70	0.67	0.53	5.00	0.00	0.51	0.51
23.75	0.67	0.53	5.00	0.00	0.50	0.50
23.80	0.67	0.53	5.00	0.00	0.50	0.50
23.85	0.67	0.53	5.00	0.00	0.50	0.50
23.90	0.67	0.53	5.00	0.00	0.50	0.50
23.95	0.67	0.53	5.00	0.00	0.50	0.50
24.00	0.67	0.53	5.00	0.00	0.50	0.50
24.05	0.67	0.53	5.00	0.00	0.50	0.50
24.10	0.67	0.53	5.00	0.00	0.50	0.50
24.15	0.67	0.52	5.00	0.00	0.50	0.50
24.20	0.67	0.52	5.00	0.00	0.50	0.50
24.25	0.67	0.52	5.00	0.00	0.50	0.50
24.30	0.67	0.52	5.00	0.00	0.50	0.50
24.35	0.67	0.52	5.00	0.00	0.50	0.50
24.40	0.67	0.52	5.00	0.00	0.50	0.50
24.45	0.67	0.52	5.00	0.00	0.50	0.50
24.50	0.67	0.52	5.00	0.00	0.50	0.50
24.55	0.67	0.52	5.00	0.00	0.50	0.50
24.60	0.67	0.52	5.00	0.00	0.49	0.49
24.65	0.67	0.52	5.00	0.00	0.49	0.49
24.70	0.67	0.52	5.00	0.00	0.49	0.49
24.75	0.67	0.52	5.00	0.00	0.49	0.49
24.80	0.67	0.52	5.00	0.00	0.49	0.49
24.85	0.67	0.52	5.00	0.00	0.49	0.49
24.90	0.67	0.52	5.00	0.00	0.49	0.49
24.95	0.67	0.52	5.00	0.00	0.49	0.49
25.00	0.67	0.52	5.00	0.00	0.49	0.49
25.05	0.67	0.52	5.00	0.00	0.49	0.49

25.10	0.67	0.52	5.00	0.00	0.49	0.49
25.15	0.67	0.52	5.00	0.00	0.49	0.49
25.20	0.67	0.52	5.00	0.00	0.49	0.49
25.25	0.67	0.52	5.00	0.00	0.49	0.49
25.30	0.67	0.52	5.00	0.00	0.49	0.49
25.35	0.67	0.52	5.00	0.00	0.49	0.49
25.40	0.67	0.52	5.00	0.00	0.48	0.48
25.45	0.67	0.52	5.00	0.00	0.48	0.48
25.50	0.67	0.52	5.00	0.00	0.48	0.48
25.55	0.67	0.52	5.00	0.00	0.48	0.48
25.60	0.67	0.52	5.00	0.00	0.48	0.48
25.65	0.67	0.52	5.00	0.00	0.48	0.48
25.70	0.67	0.52	5.00	0.00	0.48	0.48
25.75	0.67	0.52	5.00	0.00	0.48	0.48
25.80	0.67	0.52	5.00	0.00	0.48	0.48
25.85	0.67	0.52	5.00	0.00	0.48	0.48
25.90	0.67	0.52	5.00	0.00	0.48	0.48
25.95	0.67	0.52	5.00	0.00	0.48	0.48
26.00	0.67	0.52	5.00	0.00	0.48	0.48
26.05	0.67	0.52	5.00	0.00	0.48	0.48
26.10	0.67	0.52	5.00	0.00	0.48	0.48
26.15	0.67	0.52	5.00	0.00	0.48	0.48
26.20	0.67	0.52	5.00	0.00	0.47	0.47
26.25	0.67	0.52	5.00	0.00	0.47	0.47
26.30	0.67	0.52	5.00	0.00	0.47	0.47
26.35	0.67	0.52	5.00	0.00	0.47	0.47
26.40	0.67	0.52	5.00	0.00	0.47	0.47
26.45	0.67	0.52	5.00	0.00	0.47	0.47
26.50	0.67	0.52	5.00	0.00	0.47	0.47
26.55	0.67	0.52	5.00	0.00	0.47	0.47
26.60	0.67	0.52	5.00	0.00	0.47	0.47
26.65	0.67	0.52	5.00	0.00	0.47	0.47
26.70	0.67	0.52	5.00	0.00	0.47	0.47
26.75	0.67	0.52	5.00	0.00	0.47	0.47
26.80	0.67	0.52	5.00	0.00	0.47	0.47
26.85	0.67	0.52	5.00	0.00	0.47	0.47
26.90	0.67	0.52	5.00	0.00	0.47	0.47
26.95	0.67	0.52	5.00	0.00	0.47	0.47
27.00	0.67	0.52	5.00	0.00	0.46	0.46
27.05	0.67	0.52	5.00	0.00	0.46	0.46
27.10	0.67	0.52	5.00	0.00	0.46	0.46
27.15	0.67	0.52	5.00	0.00	0.46	0.46
27.20	0.67	0.52	5.00	0.00	0.46	0.46
27.25	0.67	0.52	5.00	0.00	0.46	0.46
27.30	0.67	0.52	5.00	0.00	0.46	0.46
27.35	0.67	0.52	5.00	0.00	0.46	0.46
27.40	0.67	0.52	5.00	0.00	0.46	0.46
27.45	0.67	0.52	5.00	0.00	0.46	0.46
27.50	0.67	0.52	5.00	0.00	0.46	0.46
27.55	0.67	0.52	5.00	0.00	0.46	0.46
27.60	0.67	0.52	5.00	0.00	0.46	0.46
27.65	0.67	0.52	5.00	0.00	0.46	0.46
27.70	0.66	0.52	5.00	0.00	0.45	0.45
27.75	0.66	0.52	5.00	0.00	0.45	0.45
27.80	0.66	0.52	5.00	0.00	0.45	0.45
27.85	0.66	0.52	5.00	0.00	0.45	0.45
27.90	0.66	0.52	5.00	0.00	0.45	0.45
27.95	0.66	0.52	5.00	0.00	0.45	0.45
28.00	0.66	0.52	5.00	0.00	0.45	0.45
28.05	0.66	0.52	5.00	0.00	0.45	0.45
28.10	0.66	0.52	5.00	0.00	0.45	0.45
28.15	0.66	0.52	5.00	0.00	0.45	0.45
28.20	0.66	0.52	5.00	0.00	0.45	0.45
28.25	0.66	0.52	5.00	0.00	0.45	0.45
28.30	0.66	0.52	5.00	0.00	0.45	0.45
28.35	0.66	0.52	5.00	0.00	0.44	0.44
28.40	0.66	0.52	5.00	0.00	0.44	0.44
28.45	0.66	0.52	5.00	0.00	0.44	0.44
28.50	0.66	0.52	5.00	0.00	0.44	0.44
28.55	0.66	0.52	5.00	0.00	0.44	0.44
28.60	0.66	0.52	5.00	0.00	0.44	0.44
28.65	0.66	0.52	5.00	0.00	0.44	0.44
28.70	0.66	0.52	5.00	0.00	0.44	0.44
28.75	0.66	0.52	5.00	0.00	0.44	0.44
28.80	0.66	0.52	5.00	0.00	0.44	0.44
28.85	0.66	0.52	5.00	0.00	0.44	0.44
28.90	0.66	0.52	5.00	0.00	0.44	0.44
28.95	0.66	0.52	5.00	0.00	0.44	0.44
29.00	0.66	0.52	5.00	0.00	0.43	0.43

29.05	0.66	0.52	5.00	0.00	0.43	0.43
29.10	0.66	0.52	5.00	0.00	0.43	0.43
29.15	0.66	0.52	5.00	0.00	0.43	0.43
29.20	0.66	0.52	5.00	0.00	0.43	0.43
29.25	0.66	0.52	5.00	0.00	0.43	0.43
29.30	0.66	0.52	5.00	0.00	0.43	0.43
29.35	0.66	0.52	5.00	0.00	0.43	0.43
29.40	0.66	0.52	5.00	0.00	0.43	0.43
29.45	0.66	0.52	5.00	0.00	0.43	0.43
29.50	0.66	0.52	5.00	0.00	0.43	0.43
29.55	0.66	0.52	5.00	0.00	0.42	0.42
29.60	0.66	0.52	5.00	0.00	0.42	0.42
29.65	0.66	0.52	5.00	0.00	0.42	0.42
29.70	0.66	0.52	5.00	0.00	0.42	0.42
29.75	0.66	0.52	5.00	0.00	0.42	0.42
29.80	0.66	0.52	5.00	0.00	0.42	0.42
29.85	0.66	0.52	5.00	0.00	0.42	0.42
29.90	0.66	0.52	5.00	0.00	0.42	0.42
29.95	0.66	0.52	5.00	0.00	0.42	0.42
30.00	0.66	0.52	5.00	0.00	0.42	0.42
30.05	2.00	0.52	5.00	0.00	0.42	0.42
30.10	2.00	0.52	5.00	0.00	0.42	0.42
30.15	2.00	0.52	5.00	0.00	0.42	0.42
30.20	2.00	0.52	5.00	0.00	0.42	0.42
30.25	2.00	0.52	5.00	0.00	0.42	0.42
30.30	2.00	0.52	5.00	0.00	0.42	0.42
30.35	2.00	0.52	5.00	0.00	0.42	0.42
30.40	2.00	0.52	5.00	0.00	0.42	0.42
30.45	2.00	0.52	5.00	0.00	0.42	0.42
30.50	2.00	0.51	5.00	0.00	0.42	0.42
30.55	2.00	0.51	5.00	0.00	0.42	0.42
30.60	2.00	0.51	5.00	0.00	0.42	0.42
30.65	2.00	0.51	5.00	0.00	0.42	0.42
30.70	2.00	0.51	5.00	0.00	0.42	0.42
30.75	2.00	0.51	5.00	0.00	0.42	0.42
30.80	2.00	0.51	5.00	0.00	0.42	0.42
30.85	2.00	0.51	5.00	0.00	0.42	0.42
30.90	2.00	0.51	5.00	0.00	0.42	0.42
30.95	2.00	0.51	5.00	0.00	0.42	0.42
31.00	2.00	0.51	5.00	0.00	0.42	0.42
31.05	2.00	0.51	5.00	0.00	0.42	0.42
31.10	2.00	0.51	5.00	0.00	0.42	0.42
31.15	2.00	0.51	5.00	0.00	0.42	0.42
31.20	2.00	0.51	5.00	0.00	0.42	0.42
31.25	2.00	0.51	5.00	0.00	0.42	0.42
31.30	2.00	0.51	5.00	0.00	0.42	0.42
31.35	2.00	0.51	5.00	0.00	0.42	0.42
31.40	2.00	0.51	5.00	0.00	0.42	0.42
31.45	2.00	0.51	5.00	0.00	0.42	0.42
31.50	2.00	0.51	5.00	0.00	0.42	0.42
31.55	2.00	0.51	5.00	0.00	0.42	0.42
31.60	2.00	0.51	5.00	0.00	0.42	0.42
31.65	2.00	0.51	5.00	0.00	0.42	0.42
31.70	2.00	0.51	5.00	0.00	0.42	0.42
31.75	2.00	0.51	5.00	0.00	0.42	0.42
31.80	2.00	0.51	5.00	0.00	0.42	0.42
31.85	2.00	0.51	5.00	0.00	0.42	0.42
31.90	2.00	0.51	5.00	0.00	0.42	0.42
31.95	2.00	0.51	5.00	0.00	0.42	0.42
32.00	2.00	0.51	5.00	0.00	0.42	0.42
32.05	2.00	0.51	5.00	0.00	0.42	0.42
32.10	2.00	0.51	5.00	0.00	0.42	0.42
32.15	2.00	0.51	5.00	0.00	0.42	0.42
32.20	2.00	0.51	5.00	0.00	0.42	0.42
32.25	2.00	0.51	5.00	0.00	0.42	0.42
32.30	2.00	0.51	5.00	0.00	0.42	0.42
32.35	2.00	0.51	5.00	0.00	0.42	0.42
32.40	2.00	0.51	5.00	0.00	0.42	0.42
32.45	2.00	0.51	5.00	0.00	0.42	0.42
32.50	2.00	0.51	5.00	0.00	0.42	0.42
32.55	2.00	0.51	5.00	0.00	0.42	0.42
32.60	2.00	0.51	5.00	0.00	0.42	0.42
32.65	2.00	0.51	5.00	0.00	0.42	0.42
32.70	2.00	0.51	5.00	0.00	0.42	0.42
32.75	2.00	0.50	5.00	0.00	0.42	0.42
32.80	2.00	0.50	5.00	0.00	0.42	0.42
32.85	2.00	0.50	5.00	0.00	0.42	0.42
32.90	2.00	0.50	5.00	0.00	0.42	0.42
32.95	2.00	0.50	5.00	0.00	0.42	0.42

33.00	2.00	0.50	5.00	0.00	0.42	0.42
33.05	2.00	0.50	5.00	0.00	0.42	0.42
33.10	2.00	0.50	5.00	0.00	0.42	0.42
33.15	2.00	0.50	5.00	0.00	0.42	0.42
33.20	2.00	0.50	5.00	0.00	0.42	0.42
33.25	2.00	0.50	5.00	0.00	0.42	0.42
33.30	2.00	0.50	5.00	0.00	0.42	0.42
33.35	2.00	0.50	5.00	0.00	0.42	0.42
33.40	2.00	0.50	5.00	0.00	0.42	0.42
33.45	2.00	0.50	5.00	0.00	0.42	0.42
33.50	2.00	0.50	5.00	0.00	0.42	0.42
33.55	2.00	0.50	5.00	0.00	0.42	0.42
33.60	2.00	0.50	5.00	0.00	0.42	0.42
33.65	2.00	0.50	5.00	0.00	0.42	0.42
33.70	2.00	0.50	5.00	0.00	0.42	0.42
33.75	2.00	0.50	5.00	0.00	0.42	0.42
33.80	2.00	0.50	5.00	0.00	0.42	0.42
33.85	2.00	0.50	5.00	0.00	0.42	0.42
33.90	2.00	0.50	5.00	0.00	0.42	0.42
33.95	2.00	0.50	5.00	0.00	0.42	0.42
34.00	2.00	0.50	5.00	0.00	0.42	0.42
34.05	0.64	0.50	5.00	0.00	0.42	0.42
34.10	0.64	0.50	5.00	0.00	0.42	0.42
34.15	0.64	0.50	5.00	0.00	0.42	0.42
34.20	0.64	0.50	5.00	0.00	0.41	0.41
34.25	0.64	0.50	5.00	0.00	0.41	0.41
34.30	0.64	0.50	5.00	0.00	0.41	0.41
34.35	0.64	0.50	5.00	0.00	0.41	0.41
34.40	0.64	0.50	5.00	0.00	0.41	0.41
34.45	0.64	0.50	5.00	0.00	0.41	0.41
34.50	0.64	0.50	5.00	0.00	0.41	0.41
34.55	0.64	0.50	5.00	0.00	0.41	0.41
34.60	0.64	0.50	5.00	0.00	0.41	0.41
34.65	0.64	0.50	5.00	0.00	0.41	0.41
34.70	0.64	0.50	5.00	0.00	0.41	0.41
34.75	0.64	0.50	5.00	0.00	0.40	0.40
34.80	0.64	0.50	5.00	0.00	0.40	0.40
34.85	0.64	0.50	5.00	0.00	0.40	0.40
34.90	0.64	0.50	5.00	0.00	0.40	0.40
34.95	0.64	0.49	5.00	0.00	0.40	0.40
35.00	0.64	0.49	5.00	0.00	0.40	0.40
35.05	0.64	0.49	5.00	0.00	0.40	0.40
35.10	0.64	0.49	5.00	0.00	0.40	0.40
35.15	0.64	0.49	5.00	0.00	0.40	0.40
35.20	0.64	0.49	5.00	0.00	0.39	0.39
35.25	0.64	0.49	5.00	0.00	0.39	0.39
35.30	0.64	0.49	5.00	0.00	0.39	0.39
35.35	0.64	0.49	5.00	0.00	0.39	0.39
35.40	0.64	0.49	5.00	0.00	0.39	0.39
35.45	0.64	0.49	5.00	0.00	0.39	0.39
35.50	0.64	0.49	5.00	0.00	0.39	0.39
35.55	0.64	0.49	5.00	0.00	0.39	0.39
35.60	0.64	0.49	5.00	0.00	0.39	0.39
35.65	0.64	0.49	5.00	0.00	0.39	0.39
35.70	0.64	0.49	5.00	0.00	0.38	0.38
35.75	0.64	0.49	5.00	0.00	0.38	0.38
35.80	0.64	0.49	5.00	0.00	0.38	0.38
35.85	0.64	0.49	5.00	0.00	0.38	0.38
35.90	0.64	0.49	5.00	0.00	0.38	0.38
35.95	0.64	0.49	5.00	0.00	0.38	0.38
36.00	0.64	0.49	5.00	0.00	0.38	0.38
36.05	0.64	0.49	5.00	0.00	0.38	0.38
36.10	0.63	0.49	5.00	0.00	0.37	0.37
36.15	0.63	0.49	5.00	0.00	0.37	0.37
36.20	0.63	0.49	5.00	0.00	0.37	0.37
36.25	0.63	0.49	5.00	0.00	0.37	0.37
36.30	0.63	0.49	5.00	0.00	0.37	0.37
36.35	0.63	0.49	5.00	0.00	0.37	0.37
36.40	0.63	0.49	5.00	0.00	0.37	0.37
36.45	0.63	0.49	5.00	0.00	0.37	0.37
36.50	0.63	0.49	5.00	0.00	0.37	0.37
36.55	0.63	0.49	5.00	0.00	0.36	0.36
36.60	0.63	0.49	5.00	0.00	0.36	0.36
36.65	0.63	0.49	5.00	0.00	0.36	0.36
36.70	0.63	0.49	5.00	0.00	0.36	0.36
36.75	0.63	0.49	5.00	0.00	0.36	0.36
36.80	0.63	0.49	5.00	0.00	0.36	0.36
36.85	0.63	0.49	5.00	0.00	0.36	0.36
36.90	0.63	0.49	5.00	0.00	0.36	0.36

36.95	0.63	0.49	5.00	0.00	0.36	0.36
37.00	0.63	0.49	5.00	0.00	0.35	0.35
37.05	0.63	0.49	5.00	0.00	0.35	0.35
37.10	0.63	0.49	5.00	0.00	0.35	0.35
37.15	0.63	0.48	5.00	0.00	0.35	0.35
37.20	0.63	0.48	5.00	0.00	0.35	0.35
37.25	0.63	0.48	5.00	0.00	0.35	0.35
37.30	0.63	0.48	5.00	0.00	0.35	0.35
37.35	0.63	0.48	5.00	0.00	0.35	0.35
37.40	0.63	0.48	5.00	0.00	0.34	0.34
37.45	0.63	0.48	5.00	0.00	0.34	0.34
37.50	0.63	0.48	5.00	0.00	0.34	0.34
37.55	0.63	0.48	5.00	0.00	0.34	0.34
37.60	0.63	0.48	5.00	0.00	0.34	0.34
37.65	0.63	0.48	5.00	0.00	0.34	0.34
37.70	0.63	0.48	5.00	0.00	0.34	0.34
37.75	0.63	0.48	5.00	0.00	0.34	0.34
37.80	0.63	0.48	5.00	0.00	0.33	0.33
37.85	0.63	0.48	5.00	0.00	0.33	0.33
37.90	0.63	0.48	5.00	0.00	0.33	0.33
37.95	0.63	0.48	5.00	0.00	0.33	0.33
38.00	0.63	0.48	5.00	0.00	0.33	0.33
38.05	0.63	0.48	5.00	0.00	0.33	0.33
38.10	0.63	0.48	5.00	0.00	0.33	0.33
38.15	0.63	0.48	5.00	0.00	0.32	0.32
38.20	0.63	0.48	5.00	0.00	0.32	0.32
38.25	0.63	0.48	5.00	0.00	0.32	0.32
38.30	0.63	0.48	5.00	0.00	0.32	0.32
38.35	0.63	0.48	5.00	0.00	0.32	0.32
38.40	0.63	0.48	5.00	0.00	0.32	0.32
38.45	0.63	0.48	5.00	0.00	0.32	0.32
38.50	0.63	0.48	5.00	0.00	0.31	0.31
38.55	0.63	0.48	5.00	0.00	0.31	0.31
38.60	0.63	0.48	5.00	0.00	0.31	0.31
38.65	0.63	0.48	5.00	0.00	0.31	0.31
38.70	0.63	0.48	5.00	0.00	0.31	0.31
38.75	0.63	0.48	5.00	0.00	0.31	0.31
38.80	0.63	0.48	5.00	0.00	0.31	0.31
38.85	0.63	0.48	5.00	0.00	0.30	0.30
38.90	0.62	0.48	5.00	0.00	0.30	0.30
38.95	0.62	0.48	5.00	0.00	0.30	0.30
39.00	0.62	0.48	5.00	0.00	0.30	0.30
39.05	0.62	0.48	5.00	0.00	0.30	0.30
39.10	0.62	0.48	5.00	0.00	0.30	0.30
39.15	0.62	0.48	5.00	0.00	0.30	0.30
39.20	0.62	0.48	5.00	0.00	0.29	0.29
39.25	0.62	0.48	5.00	0.00	0.29	0.29
39.30	0.62	0.48	5.00	0.00	0.29	0.29
39.35	0.62	0.47	5.00	0.00	0.29	0.29
39.40	0.62	0.47	5.00	0.00	0.29	0.29
39.45	0.62	0.47	5.00	0.00	0.29	0.29
39.50	0.62	0.47	5.00	0.00	0.28	0.28
39.55	0.62	0.47	5.00	0.00	0.28	0.28
39.60	0.62	0.47	5.00	0.00	0.28	0.28
39.65	0.62	0.47	5.00	0.00	0.28	0.28
39.70	0.62	0.47	5.00	0.00	0.28	0.28
39.75	0.62	0.47	5.00	0.00	0.28	0.28
39.80	0.62	0.47	5.00	0.00	0.28	0.28
39.85	0.62	0.47	5.00	0.00	0.28	0.28
39.90	0.62	0.47	5.00	0.00	0.27	0.27
39.95	0.62	0.47	5.00	0.00	0.27	0.27
40.00	0.62	0.47	5.00	0.00	0.27	0.27
40.05	0.62	0.47	5.00	0.00	0.27	0.27
40.10	0.62	0.47	5.00	0.00	0.27	0.27
40.15	0.62	0.47	5.00	0.00	0.27	0.27
40.20	0.62	0.47	5.00	0.00	0.27	0.27
40.25	0.62	0.47	5.00	0.00	0.27	0.27
40.30	0.62	0.47	5.00	0.00	0.27	0.27
40.35	0.62	0.47	5.00	0.00	0.27	0.27
40.40	0.62	0.47	5.00	0.00	0.27	0.27
40.45	0.62	0.47	5.00	0.00	0.27	0.27
40.50	0.62	0.47	5.00	0.00	0.26	0.26
40.55	0.62	0.47	5.00	0.00	0.26	0.26
40.60	0.62	0.47	5.00	0.00	0.26	0.26
40.65	0.62	0.47	5.00	0.00	0.26	0.26
40.70	0.62	0.47	5.00	0.00	0.26	0.26
40.75	0.62	0.47	5.00	0.00	0.26	0.26
40.80	0.62	0.47	5.00	0.00	0.26	0.26
40.85	0.62	0.47	5.00	0.00	0.26	0.26

40.90	0.62	0.47	5.00	0.00	0.26	0.26
40.95	0.62	0.47	5.00	0.00	0.26	0.26
41.00	0.62	0.47	5.00	0.00	0.26	0.26
41.05	0.62	0.47	5.00	0.00	0.26	0.26
41.10	0.62	0.47	5.00	0.00	0.26	0.26
41.15	0.62	0.47	5.00	0.00	0.26	0.26
41.20	0.62	0.47	5.00	0.00	0.25	0.25
41.25	0.62	0.47	5.00	0.00	0.25	0.25
41.30	0.62	0.47	5.00	0.00	0.25	0.25
41.35	0.62	0.47	5.00	0.00	0.25	0.25
41.40	0.62	0.47	5.00	0.00	0.25	0.25
41.45	0.62	0.47	5.00	0.00	0.25	0.25
41.50	0.62	0.47	5.00	0.00	0.25	0.25
41.55	0.62	0.46	5.00	0.00	0.25	0.25
41.60	0.62	0.46	5.00	0.00	0.25	0.25
41.65	0.62	0.46	5.00	0.00	0.25	0.25
41.70	0.62	0.46	5.00	0.00	0.25	0.25
41.75	0.62	0.46	5.00	0.00	0.25	0.25
41.80	0.62	0.46	5.00	0.00	0.25	0.25
41.85	0.61	0.46	5.00	0.00	0.25	0.25
41.90	0.61	0.46	5.00	0.00	0.24	0.24
41.95	0.61	0.46	5.00	0.00	0.24	0.24
42.00	0.61	0.46	5.00	0.00	0.24	0.24
42.05	0.61	0.46	5.00	0.00	0.24	0.24
42.10	0.61	0.46	5.00	0.00	0.24	0.24
42.15	0.61	0.46	5.00	0.00	0.24	0.24
42.20	0.61	0.46	5.00	0.00	0.24	0.24
42.25	0.61	0.46	5.00	0.00	0.24	0.24
42.30	0.61	0.46	5.00	0.00	0.24	0.24
42.35	0.61	0.46	5.00	0.00	0.24	0.24
42.40	0.61	0.46	5.00	0.00	0.24	0.24
42.45	0.61	0.46	5.00	0.00	0.24	0.24
42.50	0.61	0.46	5.00	0.00	0.24	0.24
42.55	0.61	0.46	5.00	0.00	0.24	0.24
42.60	0.61	0.46	5.00	0.00	0.24	0.24
42.65	0.61	0.46	5.00	0.00	0.24	0.24
42.70	0.61	0.46	5.00	0.00	0.23	0.23
42.75	0.61	0.46	5.00	0.00	0.23	0.23
42.80	0.61	0.46	5.00	0.00	0.23	0.23
42.85	0.61	0.46	5.00	0.00	0.23	0.23
42.90	0.61	0.46	5.00	0.00	0.23	0.23
42.95	0.61	0.46	5.00	0.00	0.23	0.23
43.00	0.61	0.46	5.00	0.00	0.23	0.23
43.05	0.61	0.46	5.00	0.00	0.23	0.23
43.10	0.61	0.46	5.00	0.00	0.23	0.23
43.15	0.61	0.46	5.00	0.00	0.23	0.23
43.20	0.61	0.46	5.00	0.00	0.23	0.23
43.25	0.61	0.46	5.00	0.00	0.23	0.23
43.30	0.61	0.46	5.00	0.00	0.23	0.23
43.35	0.61	0.46	5.00	0.00	0.23	0.23
43.40	0.61	0.46	5.00	0.00	0.23	0.23
43.45	0.61	0.46	5.00	0.00	0.23	0.23
43.50	0.61	0.46	5.00	0.00	0.22	0.22
43.55	0.61	0.46	5.00	0.00	0.22	0.22
43.60	0.61	0.46	5.00	0.00	0.22	0.22
43.65	0.61	0.46	5.00	0.00	0.22	0.22
43.70	0.61	0.46	5.00	0.00	0.22	0.22
43.75	0.61	0.46	5.00	0.00	0.22	0.22
43.80	0.61	0.45	5.00	0.00	0.22	0.22
43.85	0.61	0.45	5.00	0.00	0.22	0.22
43.90	0.61	0.45	5.00	0.00	0.22	0.22
43.95	0.61	0.45	5.00	0.00	0.22	0.22
44.00	0.61	0.45	5.00	0.00	0.22	0.22
44.05	0.61	0.45	5.00	0.00	0.22	0.22
44.10	0.61	0.45	5.00	0.00	0.22	0.22
44.15	0.61	0.45	5.00	0.00	0.22	0.22
44.20	0.61	0.45	5.00	0.00	0.22	0.22
44.25	0.61	0.45	5.00	0.00	0.22	0.22
44.30	0.61	0.45	5.00	0.00	0.22	0.22
44.35	0.61	0.45	5.00	0.00	0.21	0.21
44.40	0.61	0.45	5.00	0.00	0.21	0.21
44.45	0.61	0.45	5.00	0.00	0.21	0.21
44.50	0.61	0.45	5.00	0.00	0.21	0.21
44.55	0.61	0.45	5.00	0.00	0.21	0.21
44.60	0.61	0.45	5.00	0.00	0.21	0.21
44.65	0.61	0.45	5.00	0.00	0.21	0.21
44.70	0.61	0.45	5.00	0.00	0.21	0.21
44.75	0.61	0.45	5.00	0.00	0.21	0.21
44.80	0.61	0.45	5.00	0.00	0.21	0.21

44.85	0.61	0.45	5.00	0.00	0.21	0.21
44.90	0.61	0.45	5.00	0.00	0.21	0.21
44.95	0.60	0.45	5.00	0.00	0.21	0.21
45.00	0.60	0.45	5.00	0.00	0.21	0.21
45.05	0.60	0.45	5.00	0.00	0.21	0.21
45.10	0.60	0.45	5.00	0.00	0.21	0.21
45.15	0.60	0.45	5.00	0.00	0.21	0.21
45.20	0.60	0.45	5.00	0.00	0.20	0.20
45.25	0.60	0.45	5.00	0.00	0.20	0.20
45.30	0.60	0.45	5.00	0.00	0.20	0.20
45.35	0.60	0.45	5.00	0.00	0.20	0.20
45.40	0.60	0.45	5.00	0.00	0.20	0.20
45.45	0.60	0.45	5.00	0.00	0.20	0.20
45.50	0.60	0.45	5.00	0.00	0.20	0.20
45.55	0.60	0.45	5.00	0.00	0.20	0.20
45.60	0.60	0.45	5.00	0.00	0.20	0.20
45.65	0.60	0.45	5.00	0.00	0.20	0.20
45.70	0.60	0.45	5.00	0.00	0.20	0.20
45.75	0.60	0.45	5.00	0.00	0.20	0.20
45.80	0.60	0.45	5.00	0.00	0.20	0.20
45.85	0.60	0.45	5.00	0.00	0.20	0.20
45.90	0.60	0.45	5.00	0.00	0.20	0.20
45.95	0.60	0.45	5.00	0.00	0.20	0.20
46.00	0.60	0.44	5.00	0.00	0.20	0.20
46.05	0.60	0.44	5.00	0.00	0.19	0.19
46.10	0.60	0.44	5.00	0.00	0.19	0.19
46.15	0.60	0.44	5.00	0.00	0.19	0.19
46.20	0.60	0.44	5.00	0.00	0.19	0.19
46.25	0.60	0.44	5.00	0.00	0.19	0.19
46.30	0.60	0.44	5.00	0.00	0.19	0.19
46.35	0.60	0.44	5.00	0.00	0.19	0.19
46.40	0.60	0.44	5.00	0.00	0.19	0.19
46.45	0.60	0.44	5.00	0.00	0.19	0.19
46.50	0.60	0.44	5.00	0.00	0.19	0.19
46.55	0.60	0.44	5.00	0.00	0.19	0.19
46.60	0.60	0.44	5.00	0.00	0.19	0.19
46.65	0.60	0.44	5.00	0.00	0.19	0.19
46.70	0.60	0.44	5.00	0.00	0.19	0.19
46.75	0.60	0.44	5.00	0.00	0.19	0.19
46.80	0.60	0.44	5.00	0.00	0.19	0.19
46.85	0.60	0.44	5.00	0.00	0.19	0.19
46.90	0.60	0.44	5.00	0.00	0.19	0.19
46.95	0.60	0.44	5.00	0.00	0.19	0.19
47.00	0.60	0.44	5.00	0.00	0.18	0.18
47.05	2.00	0.44	5.00	0.00	0.18	0.18
47.10	2.00	0.44	5.00	0.00	0.18	0.18
47.15	2.00	0.44	5.00	0.00	0.18	0.18
47.20	2.00	0.44	5.00	0.00	0.18	0.18
47.25	2.00	0.44	5.00	0.00	0.18	0.18
47.30	2.00	0.44	5.00	0.00	0.18	0.18
47.35	2.00	0.44	5.00	0.00	0.18	0.18
47.40	2.00	0.44	5.00	0.00	0.18	0.18
47.45	2.00	0.44	5.00	0.00	0.18	0.18
47.50	2.00	0.44	5.00	0.00	0.18	0.18
47.55	2.00	0.44	5.00	0.00	0.18	0.18
47.60	2.00	0.44	5.00	0.00	0.18	0.18
47.65	2.00	0.44	5.00	0.00	0.18	0.18
47.70	2.00	0.44	5.00	0.00	0.18	0.18
47.75	2.00	0.44	5.00	0.00	0.18	0.18
47.80	2.00	0.44	5.00	0.00	0.18	0.18
47.85	2.00	0.44	5.00	0.00	0.18	0.18
47.90	2.00	0.44	5.00	0.00	0.18	0.18
47.95	2.00	0.44	5.00	0.00	0.18	0.18
48.00	2.00	0.44	5.00	0.00	0.18	0.18
48.05	2.00	0.44	5.00	0.00	0.18	0.18
48.10	2.00	0.44	5.00	0.00	0.18	0.18
48.15	2.00	0.44	5.00	0.00	0.18	0.18
48.20	2.00	0.43	5.00	0.00	0.18	0.18
48.25	2.00	0.43	5.00	0.00	0.18	0.18
48.30	2.00	0.43	5.00	0.00	0.18	0.18
48.35	2.00	0.43	5.00	0.00	0.18	0.18
48.40	2.00	0.43	5.00	0.00	0.18	0.18
48.45	2.00	0.43	5.00	0.00	0.18	0.18
48.50	2.00	0.43	5.00	0.00	0.18	0.18
48.55	2.00	0.43	5.00	0.00	0.18	0.18
48.60	2.00	0.43	5.00	0.00	0.18	0.18
48.65	2.00	0.43	5.00	0.00	0.18	0.18
48.70	2.00	0.43	5.00	0.00	0.18	0.18
48.75	2.00	0.43	5.00	0.00	0.18	0.18

48.80	2.00	0.43	5.00	0.00	0.18	0.18
48.85	2.00	0.43	5.00	0.00	0.18	0.18
48.90	2.00	0.43	5.00	0.00	0.18	0.18
48.95	2.00	0.43	5.00	0.00	0.18	0.18
49.00	2.00	0.43	5.00	0.00	0.18	0.18
49.05	2.00	0.43	5.00	0.00	0.18	0.18
49.10	2.00	0.43	5.00	0.00	0.18	0.18
49.15	2.00	0.43	5.00	0.00	0.18	0.18
49.20	2.00	0.43	5.00	0.00	0.18	0.18
49.25	2.00	0.43	5.00	0.00	0.18	0.18
49.30	2.00	0.43	5.00	0.00	0.18	0.18
49.35	2.00	0.43	5.00	0.00	0.18	0.18
49.40	2.00	0.43	5.00	0.00	0.18	0.18
49.45	2.00	0.43	5.00	0.00	0.18	0.18
49.50	2.00	0.43	5.00	0.00	0.18	0.18
49.55	2.00	0.43	5.00	0.00	0.18	0.18
49.60	2.00	0.43	5.00	0.00	0.18	0.18
49.65	2.00	0.43	5.00	0.00	0.18	0.18
49.70	2.00	0.43	5.00	0.00	0.18	0.18
49.75	2.00	0.43	5.00	0.00	0.18	0.18
49.80	2.00	0.43	5.00	0.00	0.18	0.18
49.85	2.00	0.43	5.00	0.00	0.18	0.18
49.90	2.00	0.43	5.00	0.00	0.18	0.18
49.95	2.00	0.43	5.00	0.00	0.18	0.18
50.00	2.00	0.43	5.00	0.00	0.18	0.18
50.05	2.00	0.43	5.00	0.00	0.18	0.18
50.10	2.00	0.43	5.00	0.00	0.18	0.18
50.15	2.00	0.43	5.00	0.00	0.18	0.18
50.20	2.00	0.43	5.00	0.00	0.18	0.18
50.25	2.00	0.43	5.00	0.00	0.18	0.18
50.30	2.00	0.43	5.00	0.00	0.18	0.18
50.35	2.00	0.43	5.00	0.00	0.18	0.18
50.40	2.00	0.42	5.00	0.00	0.18	0.18
50.45	2.00	0.42	5.00	0.00	0.18	0.18
50.50	2.00	0.42	5.00	0.00	0.18	0.18
50.55	2.00	0.42	5.00	0.00	0.18	0.18
50.60	2.00	0.42	5.00	0.00	0.18	0.18
50.65	2.00	0.42	5.00	0.00	0.18	0.18
50.70	2.00	0.42	5.00	0.00	0.18	0.18
50.75	2.00	0.42	5.00	0.00	0.18	0.18
50.80	2.00	0.42	5.00	0.00	0.18	0.18
50.85	2.00	0.42	5.00	0.00	0.18	0.18
50.90	2.00	0.42	5.00	0.00	0.18	0.18
50.95	2.00	0.42	5.00	0.00	0.18	0.18
51.00	2.00	0.42	5.00	0.00	0.18	0.18
51.05	2.00	0.42	5.00	0.00	0.18	0.18
51.10	2.00	0.42	5.00	0.00	0.18	0.18
51.15	2.00	0.42	5.00	0.00	0.18	0.18
51.20	2.00	0.42	5.00	0.00	0.18	0.18
51.25	2.00	0.42	5.00	0.00	0.18	0.18
51.30	2.00	0.42	5.00	0.00	0.18	0.18
51.35	2.00	0.42	5.00	0.00	0.18	0.18
51.40	2.00	0.42	5.00	0.00	0.18	0.18
51.45	2.00	0.42	5.00	0.00	0.18	0.18
51.50	2.00	0.42	5.00	0.00	0.18	0.18
51.55	2.00	0.42	5.00	0.00	0.18	0.18
51.60	2.00	0.42	5.00	0.00	0.18	0.18
51.65	2.00	0.42	5.00	0.00	0.18	0.18
51.70	2.00	0.42	5.00	0.00	0.18	0.18
51.75	2.00	0.42	5.00	0.00	0.18	0.18
51.80	2.00	0.42	5.00	0.00	0.18	0.18
51.85	2.00	0.42	5.00	0.00	0.18	0.18
51.90	2.00	0.42	5.00	0.00	0.18	0.18
51.95	2.00	0.42	5.00	0.00	0.18	0.18
52.00	2.00	0.42	5.00	0.00	0.18	0.18
52.05	2.00	0.42	5.00	0.00	0.18	0.18
52.10	2.00	0.42	5.00	0.00	0.18	0.18
52.15	2.00	0.42	5.00	0.00	0.18	0.18
52.20	2.00	0.42	5.00	0.00	0.18	0.18
52.25	2.00	0.42	5.00	0.00	0.18	0.18
52.30	2.00	0.42	5.00	0.00	0.18	0.18
52.35	2.00	0.42	5.00	0.00	0.18	0.18
52.40	2.00	0.42	5.00	0.00	0.18	0.18
52.45	2.00	0.42	5.00	0.00	0.18	0.18
52.50	2.00	0.42	5.00	0.00	0.18	0.18
52.55	2.00	0.42	5.00	0.00	0.18	0.18
52.60	2.00	0.41	5.00	0.00	0.18	0.18
52.65	2.00	0.41	5.00	0.00	0.18	0.18
52.70	2.00	0.41	5.00	0.00	0.18	0.18

52.75	2.00	0.41	5.00	0.00	0.18	0.18
52.80	2.00	0.41	5.00	0.00	0.18	0.18
52.85	2.00	0.41	5.00	0.00	0.18	0.18
52.90	2.00	0.41	5.00	0.00	0.18	0.18
52.95	2.00	0.41	5.00	0.00	0.18	0.18
53.00	2.00	0.41	5.00	0.00	0.18	0.18
53.05	2.00	0.41	5.00	0.00	0.18	0.18
53.10	2.00	0.41	5.00	0.00	0.18	0.18
53.15	2.00	0.41	5.00	0.00	0.18	0.18
53.20	2.00	0.41	5.00	0.00	0.18	0.18
53.25	2.00	0.41	5.00	0.00	0.18	0.18
53.30	2.00	0.41	5.00	0.00	0.18	0.18
53.35	2.00	0.41	5.00	0.00	0.18	0.18
53.40	2.00	0.41	5.00	0.00	0.18	0.18
53.45	2.00	0.41	5.00	0.00	0.18	0.18
53.50	2.00	0.41	5.00	0.00	0.18	0.18
53.55	2.00	0.41	5.00	0.00	0.18	0.18
53.60	2.00	0.41	5.00	0.00	0.18	0.18
53.65	2.00	0.41	5.00	0.00	0.18	0.18
53.70	2.00	0.41	5.00	0.00	0.18	0.18
53.75	2.00	0.41	5.00	0.00	0.18	0.18
53.80	2.00	0.41	5.00	0.00	0.18	0.18
53.85	2.00	0.41	5.00	0.00	0.18	0.18
53.90	2.00	0.41	5.00	0.00	0.18	0.18
53.95	2.00	0.41	5.00	0.00	0.18	0.18
54.00	2.00	0.41	5.00	0.00	0.18	0.18
54.05	2.00	0.41	5.00	0.00	0.18	0.18
54.10	2.00	0.41	5.00	0.00	0.18	0.18
54.15	2.00	0.41	5.00	0.00	0.18	0.18
54.20	2.00	0.41	5.00	0.00	0.18	0.18
54.25	2.00	0.41	5.00	0.00	0.18	0.18
54.30	2.00	0.41	5.00	0.00	0.18	0.18
54.35	2.00	0.41	5.00	0.00	0.18	0.18
54.40	2.00	0.41	5.00	0.00	0.18	0.18
54.45	2.00	0.41	5.00	0.00	0.18	0.18
54.50	2.00	0.41	5.00	0.00	0.18	0.18
54.55	2.00	0.41	5.00	0.00	0.18	0.18
54.60	2.00	0.41	5.00	0.00	0.18	0.18
54.65	2.00	0.41	5.00	0.00	0.18	0.18
54.70	2.00	0.41	5.00	0.00	0.18	0.18
54.75	2.00	0.41	5.00	0.00	0.18	0.18
54.80	2.00	0.40	5.00	0.00	0.18	0.18
54.85	2.00	0.40	5.00	0.00	0.18	0.18
54.90	2.00	0.40	5.00	0.00	0.18	0.18
54.95	2.00	0.40	5.00	0.00	0.18	0.18
55.00	2.00	0.40	5.00	0.00	0.18	0.18
55.05	2.00	0.40	5.00	0.00	0.18	0.18
55.10	2.00	0.40	5.00	0.00	0.18	0.18
55.15	2.00	0.40	5.00	0.00	0.18	0.18
55.20	2.00	0.40	5.00	0.00	0.18	0.18
55.25	2.00	0.40	5.00	0.00	0.18	0.18
55.30	2.00	0.40	5.00	0.00	0.18	0.18
55.35	2.00	0.40	5.00	0.00	0.18	0.18
55.40	2.00	0.40	5.00	0.00	0.18	0.18
55.45	2.00	0.40	5.00	0.00	0.18	0.18
55.50	2.00	0.40	5.00	0.00	0.18	0.18
55.55	2.00	0.40	5.00	0.00	0.18	0.18
55.60	2.00	0.40	5.00	0.00	0.18	0.18
55.65	2.00	0.40	5.00	0.00	0.18	0.18
55.70	2.00	0.40	5.00	0.00	0.18	0.18
55.75	2.00	0.40	5.00	0.00	0.18	0.18
55.80	2.00	0.40	5.00	0.00	0.18	0.18
55.85	2.00	0.40	5.00	0.00	0.18	0.18
55.90	2.00	0.40	5.00	0.00	0.18	0.18
55.95	2.00	0.40	5.00	0.00	0.18	0.18
56.00	2.00	0.40	5.00	0.00	0.18	0.18
56.05	2.00	0.40	5.00	0.00	0.18	0.18
56.10	2.00	0.40	5.00	0.00	0.18	0.18
56.15	2.00	0.40	5.00	0.00	0.18	0.18
56.20	2.00	0.40	5.00	0.00	0.18	0.18
56.25	2.00	0.40	5.00	0.00	0.18	0.18
56.30	2.00	0.40	5.00	0.00	0.18	0.18
56.35	2.00	0.40	5.00	0.00	0.18	0.18
56.40	2.00	0.40	5.00	0.00	0.18	0.18
56.45	2.00	0.40	5.00	0.00	0.18	0.18
56.50	2.00	0.40	5.00	0.00	0.18	0.18
56.55	2.00	0.40	5.00	0.00	0.18	0.18
56.60	2.00	0.40	5.00	0.00	0.18	0.18
56.65	2.00	0.40	5.00	0.00	0.18	0.18

56.70	2.00	0.40	5.00	0.00	0.18	0.18
56.75	2.00	0.40	5.00	0.00	0.18	0.18
56.80	2.00	0.40	5.00	0.00	0.18	0.18
56.85	2.00	0.40	5.00	0.00	0.18	0.18
56.90	2.00	0.40	5.00	0.00	0.18	0.18
56.95	2.00	0.40	5.00	0.00	0.18	0.18
57.00	2.00	0.40	5.00	0.00	0.18	0.18
57.05	0.57	0.39	5.00	0.00	0.18	0.18
57.10	0.57	0.39	5.00	0.00	0.18	0.18
57.15	0.57	0.39	5.00	0.00	0.18	0.18
57.20	0.57	0.39	5.00	0.00	0.18	0.18
57.25	0.57	0.39	5.00	0.00	0.18	0.18
57.30	0.57	0.39	5.00	0.00	0.18	0.18
57.35	0.57	0.39	5.00	0.00	0.18	0.18
57.40	0.57	0.39	5.00	0.00	0.18	0.18
57.45	0.57	0.39	5.00	0.00	0.18	0.18
57.50	0.57	0.39	5.00	0.00	0.18	0.18
57.55	0.57	0.39	5.00	0.00	0.18	0.18
57.60	0.57	0.39	5.00	0.00	0.18	0.18
57.65	0.57	0.39	5.00	0.00	0.18	0.18
57.70	0.57	0.39	5.00	0.00	0.18	0.18
57.75	0.57	0.39	5.00	0.00	0.17	0.17
57.80	0.57	0.39	5.00	0.00	0.17	0.17
57.85	0.57	0.39	5.00	0.00	0.17	0.17
57.90	0.57	0.39	5.00	0.00	0.17	0.17
57.95	0.57	0.39	5.00	0.00	0.17	0.17
58.00	0.57	0.39	5.00	0.00	0.17	0.17
58.05	0.57	0.39	5.00	0.00	0.17	0.17
58.10	0.57	0.39	5.00	0.00	0.17	0.17
58.15	0.57	0.39	5.00	0.00	0.17	0.17
58.20	0.57	0.39	5.00	0.00	0.17	0.17
58.25	0.57	0.39	5.00	0.00	0.17	0.17
58.30	0.57	0.39	5.00	0.00	0.17	0.17
58.35	0.57	0.39	5.00	0.00	0.17	0.17
58.40	0.57	0.39	5.00	0.00	0.17	0.17
58.45	0.57	0.39	5.00	0.00	0.17	0.17
58.50	0.57	0.39	5.00	0.00	0.16	0.16
58.55	0.57	0.39	5.00	0.00	0.16	0.16
58.60	0.57	0.39	5.00	0.00	0.16	0.16
58.65	0.57	0.39	5.00	0.00	0.16	0.16
58.70	0.57	0.39	5.00	0.00	0.16	0.16
58.75	0.57	0.39	5.00	0.00	0.16	0.16
58.80	0.57	0.39	5.00	0.00	0.16	0.16
58.85	0.57	0.39	5.00	0.00	0.16	0.16
58.90	0.57	0.39	5.00	0.00	0.16	0.16
58.95	0.57	0.39	5.00	0.00	0.16	0.16
59.00	0.57	0.39	5.00	0.00	0.16	0.16
59.05	0.57	0.39	5.00	0.00	0.16	0.16
59.10	0.57	0.39	5.00	0.00	0.16	0.16
59.15	0.57	0.39	5.00	0.00	0.16	0.16
59.20	0.57	0.39	5.00	0.00	0.15	0.15
59.25	0.57	0.38	5.00	0.00	0.15	0.15
59.30	0.57	0.38	5.00	0.00	0.15	0.15
59.35	0.57	0.38	5.00	0.00	0.15	0.15
59.40	0.57	0.38	5.00	0.00	0.15	0.15
59.45	0.57	0.38	5.00	0.00	0.15	0.15
59.50	0.57	0.38	5.00	0.00	0.15	0.15
59.55	0.57	0.38	5.00	0.00	0.15	0.15
59.60	0.57	0.38	5.00	0.00	0.15	0.15
59.65	0.57	0.38	5.00	0.00	0.15	0.15
59.70	0.57	0.38	5.00	0.00	0.15	0.15
59.75	0.57	0.38	5.00	0.00	0.15	0.15
59.80	0.57	0.38	5.00	0.00	0.15	0.15
59.85	0.57	0.38	5.00	0.00	0.14	0.14
59.90	0.57	0.38	5.00	0.00	0.14	0.14
59.95	0.57	0.38	5.00	0.00	0.14	0.14
60.00	0.56	0.38	5.00	0.00	0.14	0.14
60.05	0.56	0.38	5.00	0.00	0.14	0.14
60.10	0.56	0.38	5.00	0.00	0.14	0.14
60.15	0.56	0.38	5.00	0.00	0.14	0.14
60.20	0.56	0.38	5.00	0.00	0.14	0.14
60.25	0.56	0.38	5.00	0.00	0.14	0.14
60.30	0.56	0.38	5.00	0.00	0.14	0.14
60.35	0.56	0.38	5.00	0.00	0.14	0.14
60.40	0.56	0.38	5.00	0.00	0.13	0.13
60.45	0.56	0.38	5.00	0.00	0.13	0.13
60.50	0.56	0.38	5.00	0.00	0.13	0.13
60.55	0.56	0.38	5.00	0.00	0.13	0.13
60.60	0.56	0.38	5.00	0.00	0.13	0.13

60.65	0.56	0.38	5.00	0.00	0.13	0.13
60.70	0.56	0.38	5.00	0.00	0.13	0.13
60.75	0.56	0.38	5.00	0.00	0.13	0.13
60.80	0.56	0.38	5.00	0.00	0.13	0.13
60.85	0.56	0.38	5.00	0.00	0.13	0.13
60.90	0.56	0.38	5.00	0.00	0.13	0.13
60.95	0.56	0.38	5.00	0.00	0.13	0.13
61.00	0.56	0.38	5.00	0.00	0.12	0.12
61.05	0.56	0.38	5.00	0.00	0.12	0.12
61.10	0.56	0.38	5.00	0.00	0.12	0.12
61.15	0.56	0.38	5.00	0.00	0.12	0.12
61.20	0.56	0.38	5.00	0.00	0.12	0.12
61.25	0.56	0.38	5.00	0.00	0.12	0.12
61.30	0.56	0.38	5.00	0.00	0.12	0.12
61.35	0.56	0.38	5.00	0.00	0.12	0.12
61.40	0.56	0.38	5.00	0.00	0.12	0.12
61.45	0.56	0.37	5.00	0.00	0.12	0.12
61.50	0.56	0.37	5.00	0.00	0.12	0.12
61.55	0.56	0.37	5.00	0.00	0.12	0.12
61.60	0.56	0.37	5.00	0.00	0.11	0.11
61.65	0.56	0.37	5.00	0.00	0.11	0.11
61.70	0.56	0.37	5.00	0.00	0.11	0.11
61.75	0.56	0.37	5.00	0.00	0.11	0.11
61.80	0.56	0.37	5.00	0.00	0.11	0.11
61.85	0.56	0.37	5.00	0.00	0.11	0.11
61.90	0.56	0.37	5.00	0.00	0.11	0.11
61.95	0.56	0.37	5.00	0.00	0.11	0.11
62.00	0.56	0.37	5.00	0.00	0.11	0.11
62.05	0.56	0.37	5.00	0.00	0.11	0.11
62.10	0.56	0.37	5.00	0.00	0.11	0.11
62.15	0.56	0.37	5.00	0.00	0.11	0.11
62.20	0.56	0.37	5.00	0.00	0.11	0.11
62.25	0.56	0.37	5.00	0.00	0.10	0.10
62.30	0.56	0.37	5.00	0.00	0.10	0.10
62.35	0.56	0.37	5.00	0.00	0.10	0.10
62.40	0.56	0.37	5.00	0.00	0.10	0.10
62.45	0.56	0.37	5.00	0.00	0.10	0.10
62.50	0.56	0.37	5.00	0.00	0.10	0.10
62.55	0.56	0.37	5.00	0.00	0.10	0.10
62.60	0.56	0.37	5.00	0.00	0.10	0.10
62.65	0.56	0.37	5.00	0.00	0.10	0.10
62.70	0.56	0.37	5.00	0.00	0.10	0.10
62.75	0.56	0.37	5.00	0.00	0.10	0.10
62.80	0.56	0.37	5.00	0.00	0.10	0.10
62.85	0.56	0.37	5.00	0.00	0.10	0.10
62.90	0.56	0.37	5.00	0.00	0.10	0.10
62.95	0.56	0.37	5.00	0.00	0.09	0.09
63.00	0.56	0.37	5.00	0.00	0.09	0.09
63.05	0.56	0.37	5.00	0.00	0.09	0.09
63.10	0.56	0.37	5.00	0.00	0.09	0.09
63.15	0.56	0.37	5.00	0.00	0.09	0.09
63.20	0.56	0.37	5.00	0.00	0.09	0.09
63.25	0.56	0.37	5.00	0.00	0.09	0.09
63.30	0.56	0.37	5.00	0.00	0.09	0.09
63.35	0.56	0.37	5.00	0.00	0.09	0.09
63.40	0.56	0.37	5.00	0.00	0.09	0.09
63.45	0.56	0.37	5.00	0.00	0.09	0.09
63.50	0.56	0.37	5.00	0.00	0.09	0.09
63.55	0.56	0.37	5.00	0.00	0.09	0.09
63.60	0.56	0.37	5.00	0.00	0.09	0.09
63.65	0.56	0.36	5.00	0.00	0.08	0.08
63.70	0.56	0.36	5.00	0.00	0.08	0.08
63.75	0.56	0.36	5.00	0.00	0.08	0.08
63.80	0.56	0.36	5.00	0.00	0.08	0.08
63.85	0.56	0.36	5.00	0.00	0.08	0.08
63.90	0.56	0.36	5.00	0.00	0.08	0.08
63.95	0.56	0.36	5.00	0.00	0.08	0.08
64.00	0.55	0.36	5.00	0.00	0.08	0.08
64.05	0.55	0.36	5.00	0.00	0.08	0.08
64.10	0.55	0.36	5.00	0.00	0.08	0.08
64.15	0.55	0.36	5.00	0.00	0.08	0.08
64.20	0.55	0.36	5.00	0.00	0.08	0.08
64.25	0.55	0.36	5.00	0.00	0.08	0.08
64.30	0.55	0.36	5.00	0.00	0.08	0.08
64.35	0.55	0.36	5.00	0.00	0.08	0.08
64.40	0.55	0.36	5.00	0.00	0.08	0.08
64.45	0.55	0.36	5.00	0.00	0.07	0.07
64.50	0.55	0.36	5.00	0.00	0.07	0.07
64.55	0.55	0.36	5.00	0.00	0.07	0.07

64.60	0.55	0.36	5.00	0.00	0.07	0.07
64.65	0.55	0.36	5.00	0.00	0.07	0.07
64.70	0.55	0.36	5.00	0.00	0.07	0.07
64.75	0.55	0.36	5.00	0.00	0.07	0.07
64.80	0.55	0.36	5.00	0.00	0.07	0.07
64.85	0.55	0.36	5.00	0.00	0.07	0.07
64.90	0.55	0.36	5.00	0.00	0.07	0.07
64.95	0.55	0.36	5.00	0.00	0.07	0.07
65.00	0.55	0.36	5.00	0.00	0.07	0.07
65.05	0.55	0.36	5.00	0.00	0.07	0.07
65.10	0.55	0.36	5.00	0.00	0.07	0.07
65.15	0.55	0.36	5.00	0.00	0.07	0.07
65.20	0.55	0.36	5.00	0.00	0.07	0.07
65.25	0.55	0.36	5.00	0.00	0.07	0.07
65.30	0.55	0.36	5.00	0.00	0.06	0.06
65.35	0.55	0.36	5.00	0.00	0.06	0.06
65.40	0.55	0.36	5.00	0.00	0.06	0.06
65.45	0.55	0.36	5.00	0.00	0.06	0.06
65.50	0.55	0.36	5.00	0.00	0.06	0.06
65.55	0.55	0.36	5.00	0.00	0.06	0.06
65.60	0.55	0.36	5.00	0.00	0.06	0.06
65.65	0.55	0.36	5.00	0.00	0.06	0.06
65.70	0.55	0.36	5.00	0.00	0.06	0.06
65.75	0.55	0.36	5.00	0.00	0.06	0.06
65.80	0.55	0.36	5.00	0.00	0.06	0.06
65.85	0.55	0.35	5.00	0.00	0.06	0.06
65.90	0.55	0.35	5.00	0.00	0.06	0.06
65.95	0.55	0.35	5.00	0.00	0.06	0.06
66.00	0.55	0.35	5.00	0.00	0.06	0.06
66.05	0.55	0.35	5.00	0.00	0.06	0.06
66.10	0.55	0.35	5.00	0.00	0.06	0.06
66.15	0.55	0.35	5.00	0.00	0.05	0.05
66.20	0.55	0.35	5.00	0.00	0.05	0.05
66.25	0.55	0.35	5.00	0.00	0.05	0.05
66.30	0.55	0.35	5.00	0.00	0.05	0.05
66.35	0.55	0.35	5.00	0.00	0.05	0.05
66.40	0.55	0.35	5.00	0.00	0.05	0.05
66.45	0.55	0.35	5.00	0.00	0.05	0.05
66.50	0.55	0.35	5.00	0.00	0.05	0.05
66.55	0.55	0.35	5.00	0.00	0.05	0.05
66.60	0.55	0.35	5.00	0.00	0.05	0.05
66.65	0.55	0.35	5.00	0.00	0.05	0.05
66.70	0.55	0.35	5.00	0.00	0.05	0.05
66.75	0.55	0.35	5.00	0.00	0.05	0.05
66.80	0.55	0.35	5.00	0.00	0.05	0.05
66.85	0.55	0.35	5.00	0.00	0.05	0.05
66.90	0.55	0.35	5.00	0.00	0.05	0.05
66.95	0.55	0.35	5.00	0.00	0.04	0.04
67.00	0.55	0.35	5.00	0.00	0.04	0.04
67.05	0.55	0.35	5.00	0.00	0.04	0.04
67.10	0.55	0.35	5.00	0.00	0.04	0.04
67.15	0.55	0.35	5.00	0.00	0.04	0.04
67.20	0.55	0.35	5.00	0.00	0.04	0.04
67.25	0.55	0.35	5.00	0.00	0.04	0.04
67.30	0.55	0.35	5.00	0.00	0.04	0.04
67.35	0.55	0.35	5.00	0.00	0.04	0.04
67.40	0.55	0.35	5.00	0.00	0.04	0.04
67.45	0.55	0.35	5.00	0.00	0.04	0.04
67.50	0.55	0.35	5.00	0.00	0.04	0.04
67.55	0.55	0.35	5.00	0.00	0.04	0.04
67.60	0.55	0.35	5.00	0.00	0.04	0.04
67.65	0.55	0.35	5.00	0.00	0.04	0.04
67.70	0.55	0.35	5.00	0.00	0.04	0.04
67.75	0.55	0.35	5.00	0.00	0.04	0.04
67.80	0.55	0.35	5.00	0.00	0.03	0.03
67.85	0.55	0.35	5.00	0.00	0.03	0.03
67.90	0.55	0.35	5.00	0.00	0.03	0.03
67.95	0.55	0.35	5.00	0.00	0.03	0.03
68.00	0.55	0.35	5.00	0.00	0.03	0.03
68.05	0.55	0.35	5.00	0.00	0.03	0.03
68.10	0.55	0.34	5.00	0.00	0.03	0.03
68.15	0.55	0.34	5.00	0.00	0.03	0.03
68.20	0.54	0.34	5.00	0.00	0.03	0.03
68.25	0.54	0.34	5.00	0.00	0.03	0.03
68.30	0.54	0.34	5.00	0.00	0.03	0.03
68.35	0.54	0.34	5.00	0.00	0.03	0.03
68.40	0.54	0.34	5.00	0.00	0.03	0.03
68.45	0.54	0.34	5.00	0.00	0.03	0.03
68.50	0.54	0.34	5.00	0.00	0.03	0.03

68.55	0.54	0.34	5.00	0.00	0.03	0.03
68.60	0.54	0.34	5.00	0.00	0.02	0.02
68.65	0.54	0.34	5.00	0.00	0.02	0.02
68.70	0.54	0.34	5.00	0.00	0.02	0.02
68.75	0.54	0.34	5.00	0.00	0.02	0.02
68.80	0.54	0.34	5.00	0.00	0.02	0.02
68.85	0.54	0.34	5.00	0.00	0.02	0.02
68.90	0.54	0.34	5.00	0.00	0.02	0.02
68.95	0.54	0.34	5.00	0.00	0.02	0.02
69.00	0.54	0.34	5.00	0.00	0.02	0.02
69.05	0.54	0.34	5.00	0.00	0.02	0.02
69.10	0.54	0.34	5.00	0.00	0.02	0.02
69.15	0.54	0.34	5.00	0.00	0.02	0.02
69.20	0.54	0.34	5.00	0.00	0.02	0.02
69.25	0.54	0.34	5.00	0.00	0.02	0.02
69.30	0.54	0.34	5.00	0.00	0.02	0.02
69.35	0.54	0.34	5.00	0.00	0.01	0.01
69.40	0.54	0.34	5.00	0.00	0.01	0.01
69.45	0.54	0.34	5.00	0.00	0.01	0.01
69.50	0.54	0.34	5.00	0.00	0.01	0.01
69.55	0.54	0.34	5.00	0.00	0.01	0.01
69.60	0.54	0.34	5.00	0.00	0.01	0.01
69.65	0.54	0.34	5.00	0.00	0.01	0.01
69.70	0.54	0.34	5.00	0.00	0.01	0.01
69.75	0.54	0.34	5.00	0.00	0.01	0.01
69.80	0.54	0.34	5.00	0.00	0.01	0.01
69.85	0.54	0.34	5.00	0.00	0.01	0.01
69.90	0.54	0.34	5.00	0.00	0.01	0.01
69.95	0.54	0.34	5.00	0.00	0.01	0.01
70.00	0.54	0.34	5.00	0.00	0.01	0.01
70.05	0.54	0.34	5.00	0.00	0.01	0.01
70.10	0.54	0.34	5.00	0.00	0.01	0.01
70.15	0.54	0.34	5.00	0.00	0.00	0.00
70.20	0.54	0.34	5.00	0.00	0.00	0.00
70.25	0.54	0.34	5.00	0.00	0.00	0.00
70.30	0.54	0.33	5.00	0.00	0.00	0.00
70.35	0.54	0.33	5.00	0.00	0.00	0.00
70.40	0.54	0.33	5.00	0.00	0.00	0.00
70.45	0.54	0.33	5.00	0.00	0.00	0.00
70.50	0.54	0.33	5.00	0.00	0.00	0.00

---

* F.S.<1, Liquefaction Potential Zone
(F.S. is limited to 5, CRR is limited to 2, CSR is limited to 2)

Units: Unit: qc, fs, Stress or Pressure = atm (1.0581tsf); Unit Weight = pcf; Depth = ft; Settlement = in.

---

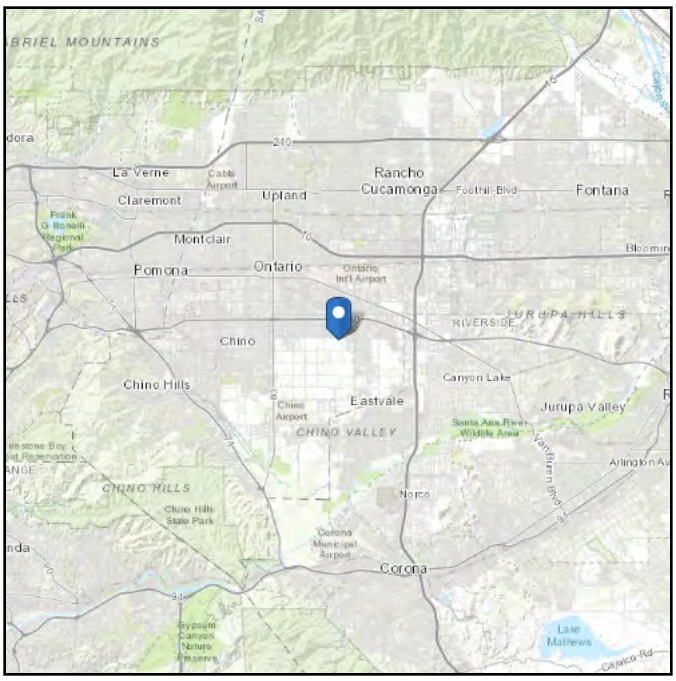
1 atm (atmosphere) = 1 tsf (ton/ft2)
CRRm Cyclic resistance ratio from soils
CSRsf Cyclic stress ratio induced by a given earthquake (with user request factor of safety)
F.S. Factor of Safety against liquefaction, F.S.=CRRm/CSRsf
S_sat Settlement from saturated sands
S_dry Settlement from Unsaturated Sands
S_all Total Settlement from Saturated and Unsaturated Sands
NoLiq No-Liquefy Soils

ASCE 7 Hazards Report

Address:
No Address at This Location

Standard:	ASCE/SEI 7-16	**Latitude:**	34.01789
Risk Category:	I	**Longitude:**	-117.604962
Soil Class:	D - Stiff Soil	**Elevation:**	768.6973176987071 ft (NAVD 88)





Seismic

Site Soil Class: D - Stiff Soil

Results:

S_S :	1.607	S_{D1} :	N/A
S_1 :	0.581	T_L :	8
F_a :	1	PGA :	0.669
F_v :	N/A	PGA_M :	0.736
S_{MS} :	1.607	F_{PGA} :	1.1
S_{M1} :	N/A	I_e :	1
S_{DS} :	1.071	C_v :	1.421

Ground motion hazard analysis may be required. See ASCE/SEI 7-16 Section 11.4.8.

Data Accessed: Tue Oct 17 2023

Date Source: USGS Seismic Design Maps

The ASCE 7 Hazard Tool is provided for your convenience, for informational purposes only, and is provided “as is” and without warranties of any kind. The location data included herein has been obtained from information developed, produced, and maintained by third party providers; or has been extrapolated from maps incorporated in the ASCE 7 standard. While ASCE has made every effort to use data obtained from reliable sources or methodologies, ASCE does not make any representations or warranties as to the accuracy, completeness, reliability, currency, or quality of any data provided herein. Any third-party links provided by this Tool should not be construed as an endorsement, affiliation, relationship, or sponsorship of such third-party content by or from ASCE.

ASCE does not intend, nor should anyone interpret, the results provided by this Tool to replace the sound judgment of a competent professional, having knowledge and experience in the appropriate field(s) of practice, nor to substitute for the standard of care required of such professionals in interpreting and applying the contents of this Tool or the ASCE 7 standard.

In using this Tool, you expressly assume all risks associated with your use. Under no circumstances shall ASCE or its officers, directors, employees, members, affiliates, or agents be liable to you or any other person for any direct, indirect, special, incidental, or consequential damages arising from or related to your use of, or reliance on, the Tool or any information obtained therein. To the fullest extent permitted by law, you agree to release and hold harmless ASCE from any and all liability of any nature arising out of or resulting from any use of data provided by the ASCE 7 Hazard Tool.

U.S. Geological Survey - Earthquake Hazards Program

Unified Hazard Tool

Please do not use this tool to obtain ground motion parameter values for the design code reference documents covered by the U.S. Seismic Design Maps web tools (e.g., the International Building Code and the ASCE 7 or 41 Standard). The values returned by the two applications are not identical.

Please also see the new USGS Earthquake Hazard Toolbox for access to the most recent NSHMs for the conterminous U.S. and Hawaii.

Input

Edition

Dynamic: Conterminous U.S. 2014 (u…

Spectral Period

Peak Ground Acceleration

Latitude

Decimal degrees

34.01789

Time Horizon

Return period in years

2475

Longitude

Decimal degrees, negative values for western longitudes

-117.604962

Site Class

259 m/s (Site class D)

Hazard Curve

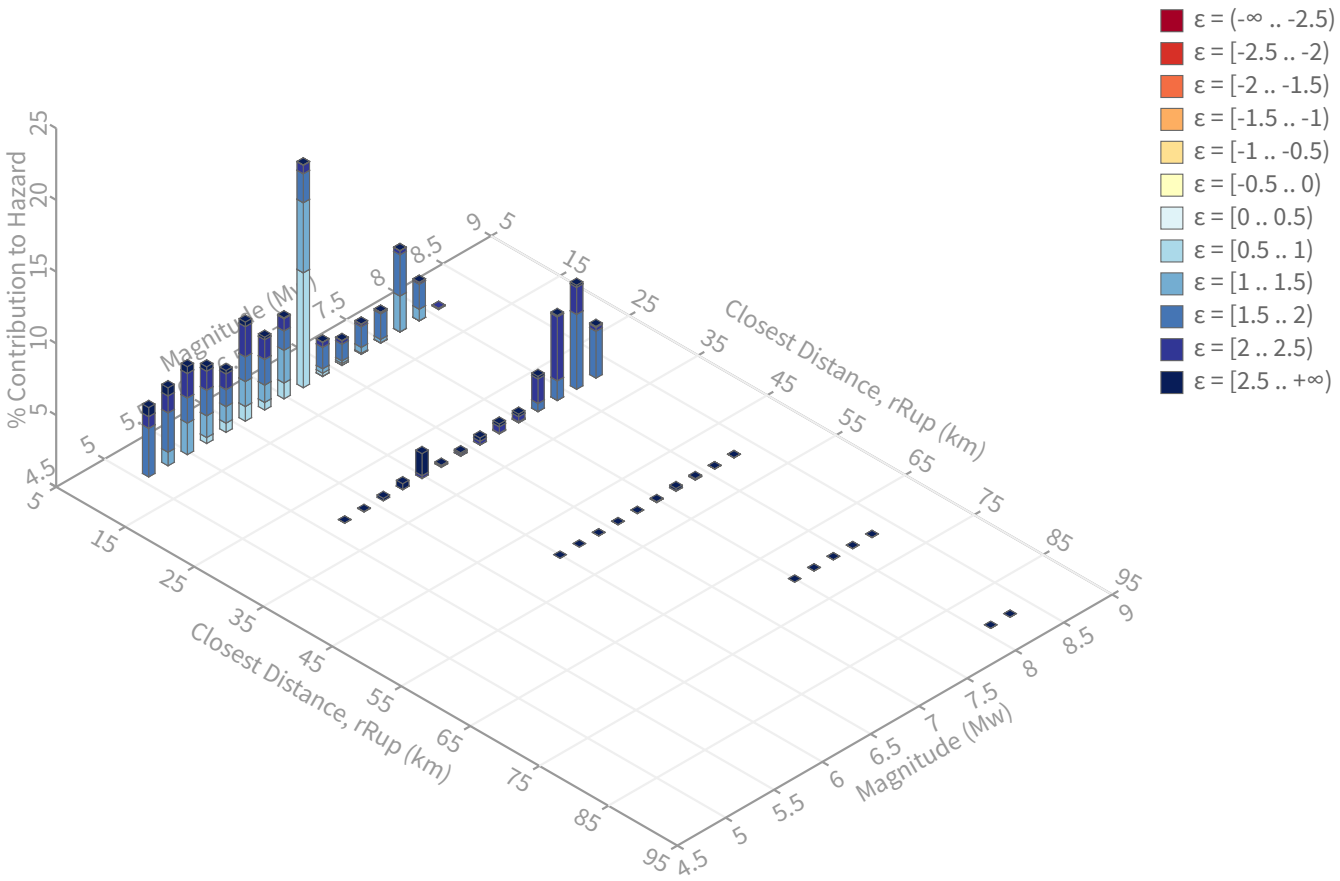
Please select “Edition”, “Location” & “Site Class” above to compute a hazard curve.

Compute Hazard Curve

Deaggregation

Component

Total


ε = (-∞ .. -2.5)
ε = [-2.5 .. -2)
ε = [-2 .. -1.5)
ε = [-1.5 .. -1)
ε = [-1 .. -0.5)
ε = [-0.5 .. 0)
ε = [0 .. 0.5)
ε = [0.5 .. 1)
ε = [1 .. 1.5)
ε = [1.5 .. 2)
ε = [2 .. 2.5)
ε = [2.5 .. +∞)
% Contribution to Hazard
Magnitude (Mw)
Closest Distance, rRup (km)
Closest Distance, rRup (km)
Magnitude (Mw)

Summary statistics for, Deaggregation: Total

Deaggregation targets

Return period: 2475 yrs
Exceedance rate: 0.0004040404 yr^{-1}
PGA ground motion: 0.75789666 g

Recovered targets

Return period: 3042.2855 yrs
Exceedance rate: 0.00032870025 yr^{-1}

Totals

Binned: 100 %
Residual: 0 %
Trace: 0.06 %

Mean (over all sources)

m: 6.7
r: 13.84 km
ε_0: 1.7 σ

Mode (largest m-r bin)

m: 6.65
r: 5.33 km
ε_0: 1.1 σ
Contribution: 15.52 %

Mode (largest m-r-ε_0 bin)

m: 6.64
r: 3.79 km
ε_0: 0.8 σ
Contribution: 8.01 %

Discretization

r: min = 0.0, max = 1000.0, Δ = 20.0 km
m: min = 4.4, max = 9.4, Δ = 0.2
ε: min = -3.0, max = 3.0, Δ = 0.5 σ

Epsilon keys

ε0: [-∞ .. -2.5)
ε1: [-2.5 .. -2.0)
ε2: [-2.0 .. -1.5)
ε3: [-1.5 .. -1.0)
ε4: [-1.0 .. -0.5)
ε5: [-0.5 .. 0.0)
ε6: [0.0 .. 0.5)
ε7: [0.5 .. 1.0)
ε8: [1.0 .. 1.5)
ε9: [1.5 .. 2.0)
ε10: [2.0 .. 2.5)
ε11: [2.5 .. +∞]

Deaggregation Contributors

Source Set ↳ Source	Type	r	m	ε_0	lon	lat	az	%
UC33brAvg_FM31	System							31.62
Fontana (Seismicity) [2]		3.84	6.61	0.93	117.580°W	33.995°N	137.58	7.68
San Andreas (San Bernardino N) [2]		31.05	7.97	2.10	117.404°W	34.242°N	36.53	4.27
San Jacinto (San Bernardino) [2]		26.98	8.09	1.91	117.353°W	34.141°N	59.26	3.50
Whittier alt 1 [1]		17.41	7.49	1.70	117.663°W	33.863°N	197.20	3.07
Chino alt 1 [1]		11.79	6.48	2.01	117.703°W	33.950°N	230.32	2.83
Cucamonga [3]		16.79	7.73	1.65	117.671°W	34.158°N	338.85	1.82
Elsinore (Glen Ivy) rev [0]		21.10	6.63	2.51	117.590°W	33.829°N	176.24	1.18
Chino alt 1 [2]		11.79	6.69	1.91	117.703°W	33.950°N	230.32	1.13
San Jacinto (Lytle Creek connector) [1]		23.54	8.06	1.81	117.438°W	34.178°N	40.76	1.01
UC33brAvg_FM32	System							28.88
Fontana (Seismicity) [2]		3.84	6.61	0.93	117.580°W	33.995°N	137.58	6.29
San Andreas (San Bernardino N) [2]		31.05	7.97	2.10	117.404°W	34.242°N	36.53	4.36
San Jacinto (San Bernardino) [2]		26.98	8.08	1.91	117.353°W	34.141°N	59.26	3.44
Whittier alt 2 [1]		17.89	7.57	1.70	117.671°W	33.864°N	199.71	2.83
Chino alt 2 [1]		11.47	6.84	1.81	117.700°W	33.952°N	230.28	2.77
Cucamonga [3]		16.79	7.75	1.64	117.671°W	34.158°N	338.85	1.86
Elsinore (Glen Ivy) rev [0]		21.10	6.61	2.52	117.590°W	33.829°N	176.24	1.19
UC33brAvg_FM31 (opt)	Grid							19.97
PointSourceFinite: -117.605, 34.040		5.64	5.66	1.38	117.605°W	34.040°N	0.00	5.44
PointSourceFinite: -117.605, 34.040		5.64	5.66	1.38	117.605°W	34.040°N	0.00	5.44
PointSourceFinite: -117.605, 34.103		9.89	5.87	1.93	117.605°W	34.103°N	0.00	2.07
PointSourceFinite: -117.605, 34.103		9.89	5.87	1.93	117.605°W	34.103°N	0.00	2.07
UC33brAvg_FM32 (opt)	Grid							19.53
PointSourceFinite: -117.605, 34.040		5.64	5.66	1.38	117.605°W	34.040°N	0.00	5.34
PointSourceFinite: -117.605, 34.040		5.64	5.66	1.38	117.605°W	34.040°N	0.00	5.34
PointSourceFinite: -117.605, 34.103		9.89	5.87	1.93	117.605°W	34.103°N	0.00	2.07
PointSourceFinite: -117.605, 34.103		9.89	5.87	1.93	117.605°W	34.103°N	0.00	2.07

APPENDIX E

REFERENCES

RMA Group
Every Project Matters | www.rmacompanies.com

APPENDIX E

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300 S. Harbor Boulevard, Suite 516
Anaheim, California 92805
781.229.0707

MEMORANDUM

To:	Nicole Vermillion Placeworks 3 MacArthur Pl #1100 Santa Ana, CA 92707
From:	Dillon Tannler, Scott Noel AICP, INCE, and Tara Cruz HMMH
Date:	May 30th, 2024
Subject:	Appendix D supporting materials---Concert Noise and Degradation Analysis
Reference:	HMMH Project Number 23-0251A

Introduction

At the request of the City of Ontario, HMMH performed additional analysis of the stadium noise analysis and performed a degradation analysis for all noise studies for the Ontario Sports Park due to comments received from Californians Allied for a Responsible Economy (CARE CA). Below are tables showing the revised concert noise levels at all receivers and a degradation analysis which compares ambient noise levels to existing noise levels across all noise study disciplines for construction noise, operational noise, stadium noise, athletic field noise, and commercial noise. There is also a graphic depicting the updated concert noise contour.

Included are summary tables and full results for the degradation analysis.

Updated Stadium Noise

Description

HMMH revised the input to the SoundPLAN source levels for concert events from a SPL of 75 dBA LwA for festivals to an SPL of 100 dBA LwA for band on pavilion. The results are depicted below in Table 1.

Table 1. Revised Stadium Noise Results Ontario Plan

Noise Zone[1]	Land Use	Daytime[2] Exterior L_{eq} Criteria (dBA)	Predicted CNEL (dBA) Range[2]					
			RCV Group 1	RCV Group 2	RCV Group 3	RCV Group 4	RCV Group 5	RCV Group 6
I	Single-Family Residential	65	17 - 27	17 - 38	NA	30 - 32	10 - 36	19 - 22
II	Multi-Family Residential, Mobile Home Parks	65	14 - 34	16 - 37	NA	NA	NA	NA
V	Manufacturing and Industrial, other Uses	70	NA	NA	35 - 41	30 - 36	30 - 36	NA

Notes:

1. Pursuant to §5-29.11, the maximum permissible noise level limit established for Noise Zone I applies to the exterior of schools, daycare centers, hospitals or other similar healthcare institutions, churches, libraries, or museums during hours of use.
2. The City of Ontario's noise code includes both "daytime" (7:00 a.m. – 10:00 p.m.) and "nighttime" (10:00 p.m – 7:00 p.m) limits. Since the proposed ORSC is only open between 8:00 a.m. and 10:00 p.m, the "nighttime" limits do not apply.

Source: HMMH, 2023.

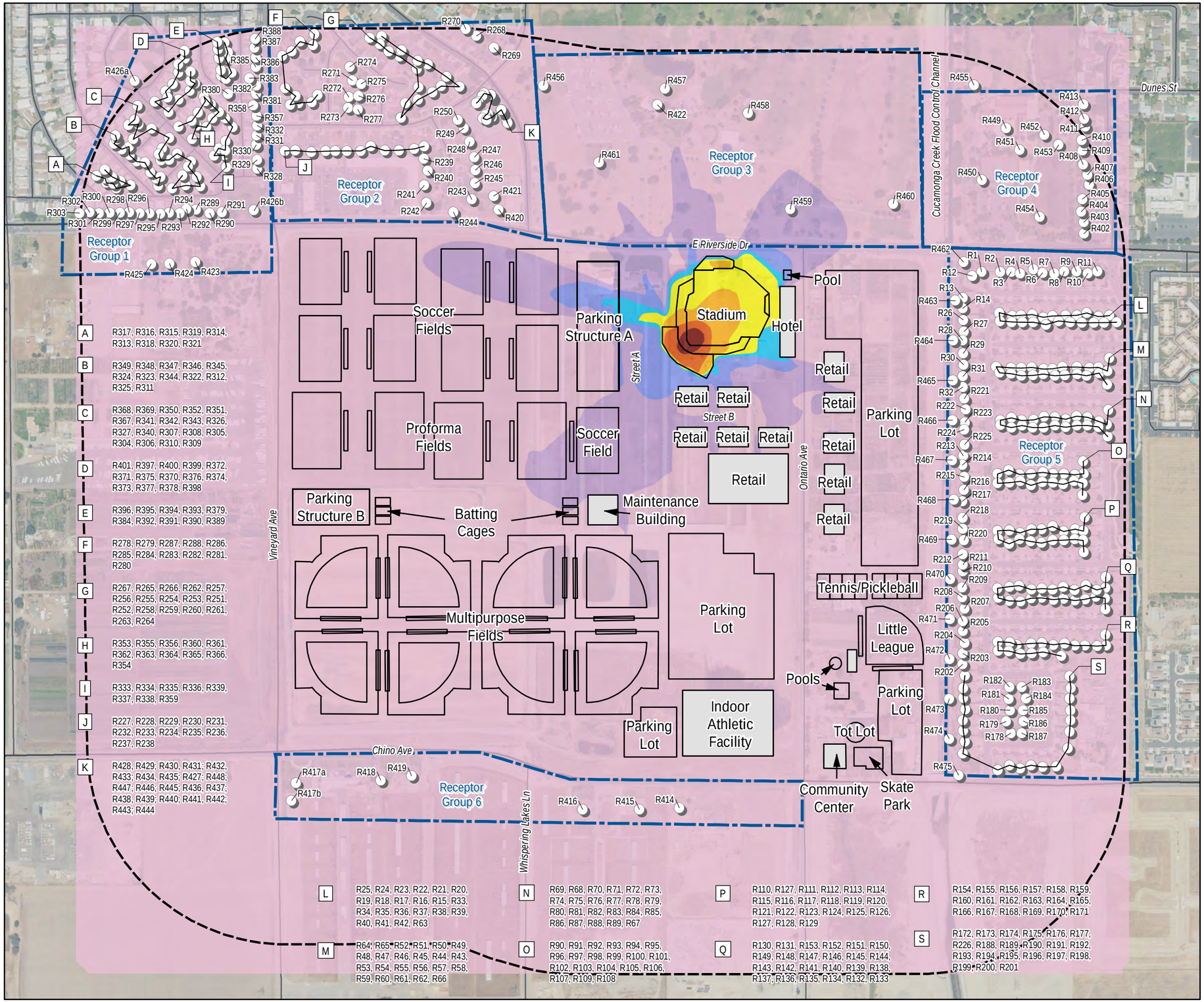

Figure 3
Predicted $L_{eq(1h)}$ (dBA)
Scenario 2:
Concert

Ontario Regional Sports Complex EIR

Ontario, California

$L_{eq(1h)}$ Level

- Greater than 75 dBA
- 70 - 75 dBA
- 65 - 70 dBA
- 60 - 65 dBA
- 55 - 60 dBA
- 50 - 55 dBA
- 45 - 50 dBA
- 40 - 45 dBA
- Less then 40 dBA

- Receptor Location and Number
- Top Floor Receptor
- Bottom Floor Receptor

Note: Grouped Receptor Labels are in order of Leader Occurrence.

- Sports Complex Feature
- Sports Complex Building
- Receptor Group
- Study Area

0 500 1,000 Feet

2142

Degradation Analysis Results

Table 2. Stadium Noise

Predicted $L_{eq(h)}$ (dBA) Range							
Receiver Group		RCV Group 1	RCV Group 2	RCV Group 3	RCV Group 4	RCV Group 5	RCV Group 6
Ambient	**Day**	53	53	52	52	52	53
	Evening	52	52	51	51	51	52
	Night	51	51	53	53	53	51
Total	**Day**	52-52	52-53	53-54	52-53	52-53	52-52
	Evening	51-52	51-52	52-53	51-52	51-52	51-51
	Night	53-53	53-54	53-54	53-54	53-54	53-53
Increase	**Day**	0-0	0-1	1-2	0-1	0-1	0-0
	Evening	0-1	0-1	1-2	0-1	0-1	0-0
	Night	0-0	0-1	0-1	0-1	0-1	0-0

Table 3. Athletic Field Games

Predicted $L_{eq(h)}$ (dBA) Range							
Receiver Group		RCV Group 1	RCV Group 2	RCV Group 3	RCV Group 4	RCV Group 5	RCV Group 6
Ambient	Day	53	53	52	52	52	53
	Evening	52	52	51	51	51	52
	Night	51	51	53	53	53	51
Range of Predicted Noise Levels, Leq(h), dBA	Day	53-55	53-57	53-57	52-53	52-56	53-53
	Evening	52-55	52-57	52-57	51-52	51-55	52-52
	Night	51-54	51-56	54-57	53-54	53-56	51-51
Range of Increases over Ambient	Day	0-2	0-4	1-5	0-1	0-4	0-0
	Evening	0-3	0-5	1-6	0-1	0-4	0-0
	Night	0-3	0-5	1-4	0-1	0-3	0-0

Table 4. Athletic Field Practices

Predicted $L_{eq(h)}$ (dBA) Range							
Receiver Group		RCV Group 1	RCV Group 2	RCV Group 3	RCV Group 4	RCV Group 5	RCV Group 6
Ambient	Day	53	53	52	52	52	53

Receiver Group		Predicted $L_{eq(h)}$ (dBA) Range					
		RCV Group 1	RCV Group 2	RCV Group 3	RCV Group 4	RCV Group 5	RCV Group 6
	Evening	52	52	51	51	51	52
	Night	51	51	53	53	53	51
Range of Predicted Noise Levels, Leq(h), dBA	Day	53-55	53-57	53-57	52-53	52-56	53-53
	Evening	52-55	52-57	52-57	51-52	51-56	52-52
	Night	51-54	51-57	54-57	53-54	53-56	51-51
Range of Increases over Ambient	Day	0-2	0-4	1-5	0-1	0-4	0-0
	Evening	0-3	0-5	1-6	0-1	0-5	0-0
	Night	0-3	0-6	1-4	0-1	0-3	0-0

Table 5. Athletic Field Tournaments

Receiver Groups		Predicted $L_{eq(h)}$ (dBA) Range					
		RCV Group 1	RCV Group 2	RCV Group 3	RCV Group 4	RCV Group 5	RCV Group 6
Ambient	Day	53	53	52	52	52	53
	Evening	52	52	51	51	51	52
	Night	51	51	53	53	53	51
Range of Predicted Noise Levels, Leq(h), dBA	Day	53-55	53-57	53-57	52-53	52-56	53-53
	Evening	52-55	52-57	52-57	51-52	51-55	52-52
	Night	51-54	51-56	54-57	53-54	53-56	51-51
Range of Increases over Ambient	Day	0-2	0-4	1-5	0-1	0-4	0-0
	Evening	0-3	0-5	1-6	0-1	0-4	0-0
	Night	0-3	0-5	1-4	0-1	0-3	0-0

Table 6. Construction Noise Summary

Project Component		Work Phase	Construction Noise - Increases over Ambient Noise Levels, Nighttime (10 PM - 6 AM)					
			1	2	3	4	5	6
Parking Structures	Parking Structure A	Phase 1B	0-0	0-2	1-4	0-1	0-2	0-0
	Parking Structure B	Phase 2	0-2	0-4	0-1	0-0	0-0	0-1
Stadium	All Activities	Phase 1B	0-1	0-4	0-7	0-2	0-3	0-0

Table 7. Construction Noise Day Night

Month/Year	Construction Noise - Increases over Ambient Noise Levels, Daytime (7 AM - 7 PM)					
	1	2	3	4	5	6
09/24	2-20	2-27	11-21	8-11	1-19	2-21
10/24	1-23	0-30	13-24	10-14	0-22	0-24
11/24	1-21	0-27	13-23	11-14	0-22	2-25
12/24	2-20	0-27	13-22	11-14	0-21	2-21
01/25	2-21	0-28	13-22	10-13	0-21	7-21
02/25	1-22	0-29	13-23	10-14	0-20	3-21
03/25	1-22	0-29	13-22	9-13	0-20	2-21
04/25	0-20	0-27	12-21	9-13	0-20	1-21
05/25	0-20	0-27	12-21	9-13	0-20	8-22
06/25	0-20	0-27	11-21	9-12	0-19	9-23
07/25	0-20	0-27	11-21	8-12	0-19	2-22
08/25	0-20	0-27	11-21	8-12	0-19	2-21
09/25	0-20	0-27	12-21	8-12	0-19	3-21
10/25	0-20	0-27	12-21	9-12	0-20	2-22
11/25	0-20	0-27	11-21	8-12	0-19	3-21
12/25	0-20	0-27	11-21	7-11	0-19	1-21
01/26	0-20	0-27	11-21	7-11	0-19	1-21
02/26	0-20	0-27	11-21	8-12	0-19	1-21
03/26	0-20	0-27	11-21	7-11	0-19	0-21
04/26	0-20	0-27	10-21	7-11	0-19	0-21
05/26	0-20	0-27	10-21	7-11	0-19	0-21
06/26	0-20	0-27	10-21	7-11	0-19	1-21
07/26	0-20	0-27	10-21	7-11	0-19	0-21
08/26	0-20	0-27	10-21	7-11	0-19	0-21
09/26	0-20	0-27	10-21	7-11	0-19	0-21
10/26	0-20	0-27	10-21	7-11	0-19	0-21

Month/Year	Construction Noise - Increases over Ambient Noise Levels, Daytime (7 AM - 7 PM)					
	1	2	3	4	5	6
11/26	0-20	0-27	10-21	7-11	0-19	0-21
12/26	0-20	0-27	10-21	7-11	0-19	0-21
01/27	0-20	0-27	10-21	7-11	0-19	0-21
02/27	0-20	0-27	10-21	7-11	0-19	0-21
03/27	0-20	0-27	10-21	7-11	0-19	0-21
04/27	0-20	0-27	10-21	7-11	0-19	0-21
05/27	0-20	0-27	10-21	7-11	0-19	0-21
06/27	0-20	0-27	10-21	7-11	0-19	0-21
07/27	0-20	0-27	10-21	7-11	0-19	0-21
08/27	0-20	0-27	10-21	7-11	0-19	0-21
09/27	0-20	0-27	10-21	7-11	0-19	0-21

Table 8. Concert Analysis

Predicted Leq(h) (dBA) Range							
Receiver Groups		RCV Group 1	RCV Group 2	RCV Group 3	RCV Group 4	RCV Group 5	RCV Group 6
Ambient	**Day**	53	53	52	52	52	53
	Evening	52	52	51	51	51	52
	Night	51	51	53	53	53	51
Total	**Day**	52-52	52-53	53-54	52-53	52-53	52-52
	Evening	51-52	51-52	52-53	51-52	51-52	51-51
	Night	53-53	53-54	53-54	53-54	53-54	53-53
Increase	**Day**	0-0	0-1	1-2	0-1	0-1	0-0
	Evening	0-1	0-1	1-2	0-1	0-1	0-0
	Night	0-0	0-1	0-1	0-1	0-1	0-0

Appendix E. Resumes from Comment Letter O2

Appendix

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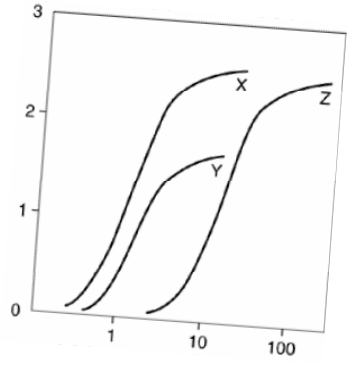

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James J. J. Clark, Ph.D.

Principal Toxicologist

Toxicology/Exposure Assessment Modeling

Risk Assessment/Analysis/Dispersion Modeling

Education:

Ph.D., Environmental Health Science, University of California, 1995

M.S., Environmental Health Science, University of California, 1993

B.S., Biophysical and Biochemical Sciences, University of Houston, 1987

Professional Experience:

Dr. Clark is a well recognized toxicologist, air modeler, and health scientist. He has 20 years of experience in researching the effects of environmental contaminants on human health including environmental fate and transport modeling (SCREEN3, AEROMOD, ISCST3, Johnson-Ettinger Vapor Intrusion Modeling); exposure assessment modeling (partitioning of contaminants in the environment as well as PBPK modeling); conducting and managing human health risk assessments for regulatory compliance and risk-based clean-up levels; and toxicological and medical literature research.

Significant projects performed by Dr. Clark include the following:

LITIGATION SUPPORT

Case: James Harold Caygle, et al, v. Drummond Company, Inc. Circuit Court for the Tenth Judicial Circuit, Jefferson County, Alabama. Civil Action. CV-2009

Client: Environmental Litgation Group, Birmingham, Alabama

Dr. Clark performed an air quality assessment of emissions from a coke factory located in Tarrant, Alabama. The assessment reviewed include a comprehensive review of air quality standards, measured concentrations of pollutants from factory, an inspection of the facility and detailed assessment of the impacts on the community. The results of the assessment and literature have been provided in a declaration to the court.

Case Result: Settlement in favor of plaintiff.

Case: Rose Roper V. Nissan North America, et al. Superior Court of the State Of California for the County Of Los Angeles – Central Civil West. Civil Action. NC041739

Client: Rose, Klein, Marias, LLP, Long Beach, California

Dr. Clark performed a toxicological assessment of an individual occupationally exposed to multiple chemicals, including benzene, who later developed a respiratory distress. A review of the individual's medical and occupational history was performed to prepare an exposure assessment. The exposure assessment was evaluated against the known outcomes in published literature to exposure to respiratory irritants. The results of the assessment and literature have been provided in a declaration to the court.

Case Result: Settlement in favor of plaintiff.

Case: O'Neil V. Sherwin Williams, et al. United States District Court Central District of California

Client: Rose, Klein, Marias, LLP, Long Beach, California

Dr. Clark performed a toxicological assessment of an individual occupationally exposed to petroleum distillates who later developed a bladder cancer. A review of the individual's medical and occupational history was performed to prepare a quantitative exposure assessment. The results of the assessment and literature have been provided in a declaration to the court.

Case Result: Summary judgment for defendants.

Case: Moore V., Shell Oil Company, et al. Superior Court of the State Of California for the County Of Los Angeles

Client: Rose, Klein, Marias, LLP, Long Beach, California

Dr. Clark performed a toxicological assessment of an individual occupationally exposed to chemicals while benzene who later developed a leukogenic disease. A review of the individual's medical and occupational history was performed to prepare a quantitative exposure assessment. The exposure assessment was evaluated against the known outcomes in published literature to exposure to refined petroleum hydrocarbons. The results of the assessment and literature have been provided in a declaration to the court.

Case Result: Settlement in favor of plaintiff.

Case: Raymond Saltonstall V. Fuller O'Brien, KILZ, and Zinsser, et al. United States District Court Central District of California

Client: Rose, Klein, Marias, LLP, Long Beach, California

Dr. Clark performed a toxicological assessment of an individual occupationally exposed to benzene who later developed a leukogenic disease. A review of the individual's medical and occupational history was performed to prepare a quantitative exposure assessment. The exposure assessment was evaluated against the known outcomes in published literature to exposure to refined petroleum hydrocarbons. The results of the assessment and literature have been provided in a declaration to the court.

Case Result: Settlement in favor of plaintiff.

Case: Richard Boyer and Elizabeth Boyer, husband and wife, V. DESCO Corporation, et al. Circuit Court of Brooke County, West Virginia. Civil Action Number 04-C-7G.

Client: Frankovitch, Anetakis, Colantonio & Simon, Morgantown, West Virginia.

Dr. Clark performed a toxicological assessment of a family exposed to chlorinated solvents released from the defendant's facility into local drinking water supplies. A review of the individual's medical and occupational history was performed to prepare a qualitative exposure assessment. The exposure assessment was evaluated against the known outcomes in published literature to exposure to chlorinated solvents. The results of the assessment and literature have been provided in a declaration to the court.

Case Result: Settlement in favor of plaintiff.

Case: JoAnne R. Cook, V. DESCO Corporation, et al. Circuit Court of Brooke County, West Virginia. Civil Action Number 04-C-9R

Client: Frankovitch, Anetakis, Colantonio & Simon, Morgantown, West Virginia.

Dr. Clark performed a toxicological assessment of an individual exposed to chlorinated solvents released from the defendant's facility into local drinking water supplies. A review of the individual's medical and occupational history was performed to prepare a qualitative exposure assessment. The exposure assessment was evaluated against the known outcomes in published literature to exposure to chlorinated solvents. The results of the assessment and literature have been provided in a declaration to the court.

Case Result: Settlement in favor of plaintiff.

Case: Patrick Allen And Susan Allen, husband and wife, and Andrew Allen, a minor, V. DESCO Corporation, et al. Circuit Court of Brooke County, West Virginia. Civil Action Number 04-C-W

Client: Frankovitch, Anetakis, Colantonio & Simon, Morgantown, West Virginia.

Dr. Clark performed a toxicological assessment of a family exposed to chlorinated solvents released from the defendant's facility into local drinking water supplies. A review of the individual's medical and occupational history was performed to prepare a qualitative exposure assessment. The exposure assessment was evaluated against the known outcomes in published literature to exposure to chlorinated solvents. The results of the assessment and literature have been provided in a declaration to the court.

Case Result: Settlement in favor of plaintiff.

Case: Michael Fahey, Susan Fahey V. Atlantic Richfield Company, et al. United States District Court Central District of California Civil Action Number CV-06 7109 JCL.

Client: Rose, Klein, Marias, LLP, Long Beach, California

Dr. Clark performed a toxicological assessment of an individual occupationally exposed to refined petroleum hydrocarbons who later developed a leukogenic disease. A review of the individual's medical and occupational history was performed to prepare a qualitative exposure assessment. The exposure assessment was evaluated against the known outcomes in published literature to exposure to refined petroleum hydrocarbons. The results of the assessment and literature have been provided in a declaration to the court.

Case Result: Settlement in favor of plaintiff.

Case: Constance Acevedo, et al., V. California Spray-Chemical Company, et al., Superior Court of the State Of California, County Of Santa Cruz. Case No. CV 146344

Dr. Clark performed a comprehensive exposure assessment of community members exposed to toxic metals from a former lead arsenate manufacturing facility. The former manufacturing site had undergone a DTSC mandated removal action/remediation for the presence of the toxic metals at the site. Opinions were presented regarding the elevated levels of arsenic and lead (in attic dust and soils) found throughout the community and the potential for harm to the plaintiffs in question.

Case Result: Settlement in favor of defendant.

Case: Michael Nawrocki V. The Coastal Corporation, Kurk Fuel Company, Pautler Oil Service, State of New York Supreme Court, County of Erie, Index Number I2001-11247

Client: Richard G. Berger Attorney At Law, Buffalo, New York

Dr. Clark performed a toxicological assessment of an individual occupationally exposed to refined petroleum hydrocarbons who later developed a leukogenic disease. A review of the individual's medical and occupational history was performed to prepare a qualitative exposure assessment. The exposure assessment was evaluated against the

known outcomes in published literature to exposure to refined petroleum hydrocarbons. The results of the assessment and literature have been provided in a declaration to the court.

Case Result: Judgement in favor of defendant.

SELECTED AIR MODELING RESEARCH/PROJECTS

Client – Confidential

Dr. Clark performed a comprehensive evaluation of criteria pollutants, air toxins, and particulate matter emissions from a carbon black production facility to determine the impacts on the surrounding communities. The results of the dispersion model will be used to estimate acute and chronic exposure concentrations to multiple contaminants and will be incorporated into a comprehensive risk evaluation.

Client – Confidential

Dr. Clark performed a comprehensive evaluation of air toxins and particulate matter emissions from a railroad tie manufacturing facility to determine the impacts on the surrounding communities. The results of the dispersion model have been used to estimate acute and chronic exposure concentrations to multiple contaminants and have been incorporated into a comprehensive risk evaluation.

Client – Los Angeles Alliance for a New Economy (LAANE), Los Angeles, California

Dr. Clark is advising the LAANE on air quality issues related to current flight operations at the Los Angeles International Airport (LAX) operated by the Los Angeles World Airport (LAWA) Authority. He is working with the LAANE and LAX staff to develop a comprehensive strategy for meeting local community concerns over emissions from flight operations and to engage federal agencies on the issue of local impacts of community airports.

Client – City of Santa Monica, Santa Monica, California

Dr. Clark is advising the City of Santa Monica on air quality issues related to current flight operations at the facility. He is working with the City staff to develop a comprehensive strategy for meeting local community concerns over emissions from flight operations and to engage federal agencies on the issue of local impacts of community airports.

Client: Omnitrans, San Bernardino, California

Dr. Clark managed a public health survey of three communities near transit fueling facilities in San Bernardino and Montclair California in compliance with California Senate Bill 1927. The survey included an epidemiological survey of the effected communities, emission surveys of local businesses, dispersion modeling to determine potential emission concentrations within the communities, and a comprehensive risk assessment of each community. The results of the study were presented to the Governor as mandated by Senate Bill 1927.

Client: Confidential, San Francisco, California

Summarized cancer types associated with exposure to metals and smoking. Researched the specific types of cancers associated with exposure to metals and smoking. Provided causation analysis of the association between cancer types and exposure for use by non-public health professionals.

Client: Confidential, Minneapolis, Minnesota

Prepared human health risk assessment of workers exposed to VOCs from neighboring petroleum storage/transport facility. Reviewed the systems in place for distribution of petroleum hydrocarbons to identify chemicals of concern (COCs), prepared comprehensive toxicological summaries of COCs, and quantified potential risks from carcinogens and non-carcinogens to receptors at or adjacent to site. This evaluation was used in the support of litigation.

Client – United Kingdom Environmental Agency

Dr. Clark is part of team that performed comprehensive evaluation of soil vapor intrusion of VOCs from former landfill adjacent residences for the United Kingdom's Environment

Agency. The evaluation included collection of liquid and soil vapor samples at site, modeling of vapor migration using the Johnson Ettinger Vapor Intrusion model, and calculation of site-specific health based vapor thresholds for chlorinated solvents, aromatic hydrocarbons, and semi-volatile organic compounds. The evaluation also included a detailed evaluation of the use, chemical characteristics, fate and transport, and toxicology of chemicals of concern (COC). The results of the evaluation have been used as a briefing tool for public health professionals.

EMERGING/PERSISTENT CONTAMINANT RESEARCH/PROJECTS

Client: Ameren Services, St. Louis, Missouri

Managed the preparation of a comprehensive human health risk assessment of workers and residents at or near an NPL site in Missouri. The former operations at the Property included the servicing and repair of electrical transformers, which resulted in soils and groundwater beneath the Property and adjacent land becoming impacted with PCB and chlorinated solvent compounds. The results were submitted to U.S. EPA for evaluation and will be used in the final ROD.

Client: City of Santa Clarita, Santa Clarita, California

Dr. Clark is managing the oversight of the characterization, remediation and development activities of a former 1,000 acre munitions manufacturing facility for the City of Santa Clarita. The site is impacted with a number of contaminants including perchlorate, unexploded ordinance, and volatile organic compounds (VOCs). The site is currently under a number of regulatory consent orders, including an Immanent and Substantial Endangerment Order. Dr. Clark is assisting the impacted municipality with the development of remediation strategies, interaction with the responsible parties and stakeholders, as well as interfacing with the regulatory agency responsible for oversight of the site cleanup.

Client: Confidential, Los Angeles, California

Prepared comprehensive evaluation of perchlorate in environment. Dr. Clark evaluated the production, use, chemical characteristics, fate and transport, toxicology, and remediation of perchlorate. Perchlorates form the basis of solid rocket fuels and have recently been detected in water supplies in the United States. The results of this research

were presented to the USEPA, National GroundWater, and ultimately published in a recent book entitled *Perchlorate in the Environment*.

Client – Confidential, Los Angeles, California

Dr. Clark is performing a comprehensive review of the potential for pharmaceuticals and their by-products to impact groundwater and surface water supplies. This evaluation will include a review if available data on the history of pharmaceutical production in the United States; the chemical characteristics of various pharmaceuticals; environmental fate and transport; uptake by xenobiotics; the potential effects of pharmaceuticals on water treatment systems; and the potential threat to public health. The results of the evaluation may be used as a briefing tool for non-public health professionals.

PUBLIC HEALTH/TOXICOLOGY

Client: Brayton Purcell, Novato, California

Dr. Clark performed a toxicological assessment of residents exposed to methyl-tertiary butyl ether (MTBE) from leaking underground storage tanks (LUSTs) adjacent to the subject property. The symptomology of residents and guests of the subject property were evaluated against the known outcomes in published literature to exposure to MTBE. The study found that residents had been exposed to MTBE in their drinking water; that concentrations of MTBE detected at the site were above regulatory guidelines; and, that the symptoms and outcomes expressed by residents and guests were consistent with symptoms and outcomes documented in published literature.

Client: Confidential, San Francisco, California

Identified and analyzed fifty years of epidemiological literature on workplace exposures to heavy metals. This research resulted in a summary of the types of cancer and non-cancer diseases associated with occupational exposure to chromium as well as the mortality and morbidity rates.

Client: Confidential, San Francisco, California

Summarized major public health research in United States. Identified major public health research efforts within United States over last twenty years. Results were used as a briefing tool for non-public health professionals.

Client: Confidential, San Francisco, California

Quantified the potential multi-pathway dose received by humans from a pesticide applied indoors. Part of team that developed exposure model and evaluated exposure concentrations in a comprehensive report on the plausible range of doses received by a specific person. This evaluation was used in the support of litigation.

Client: Covanta Energy, Westwood, California

Evaluated health risk from metals in biosolids applied as soil amendment on agricultural lands. The biosolids were created at a forest waste cogeneration facility using 96% whole tree wood chips and 4 percent green waste. Mass loading calculations were used to estimate Cr(VI) concentrations in agricultural soils based on a maximum loading rate of 40 tons of biomass per acre of agricultural soil. The results of the study were used by the Regulatory agency to determine that the application of biosolids did not constitute a health risk to workers applying the biosolids or to residences near the agricultural lands.

Client – United Kingdom Environmental Agency

Oversaw a comprehensive toxicological evaluation of methyl-*tertiary* butyl ether (M*t*BE) for the United Kingdom's Environment Agency. The evaluation included available data on the production, use, chemical characteristics, fate and transport, toxicology, and remediation of M*t*BE. The results of the evaluation have been used as a briefing tool for public health professionals.

Client – Confidential, Los Angeles, California

Prepared comprehensive evaluation of *tertiary* butyl alcohol (TBA) in municipal drinking water system. TBA is the primary breakdown product of M*t*BE, and is suspected to be the primary cause of M*t*BE toxicity. This evaluation will include available information on the production, use, chemical characteristics, fate and transport in the environment, absorption, distribution, routes of detoxification, metabolites, carcinogenic potential, and remediation of TBA. The results of the evaluation were used as a briefing tool for non-public health professionals.

Client – Confidential, Los Angeles, California

Prepared comprehensive evaluation of methyl *tertiary* butyl ether (MTBE) in municipal drinking water system. MTBE is a chemical added to gasoline to increase the octane

rating and to meet Federally mandated emission criteria. The evaluation included available data on the production, use, chemical characteristics, fate and transport, toxicology, and remediation of MTBE. The results of the evaluation have been were used as a briefing tool for non-public health professionals.

Client – Ministry of Environment, Lands & Parks, British Columbia

Dr. Clark assisted in the development of water quality guidelines for methyl tertiary-butyl ether (MTBE) to protect water uses in British Columbia (BC). The water uses to be considered includes freshwater and marine life, wildlife, industrial, and agricultural (e.g., irrigation and livestock watering) water uses. Guidelines from other jurisdictions for the protection of drinking water, recreation and aesthetics were to be identified.

Client: Confidential, Los Angeles, California

Prepared physiologically based pharmacokinetic (PBPK) assessment of lead risk of receptors at middle school built over former industrial facility. This evaluation is being used to determine cleanup goals and will be basis for regulatory closure of site.

Client: Kaiser Venture Incorporated, Fontana, California

Prepared PBPK assessment of lead risk of receptors at a 1,100-acre former steel mill. This evaluation was used as the basis for granting closure of the site by lead regulatory agency.

RISK ASSESSMENTS/REMEDIAL INVESTIGATIONS

Client: Confidential, Atlanta, Georgia

Researched potential exposure and health risks to community members potentially exposed to creosote, polycyclic aromatic hydrocarbons, pentachlorophenol, and dioxin compounds used at a former wood treatment facility. Prepared a comprehensive toxicological summary of the chemicals of concern, including the chemical characteristics, absorption, distribution, and carcinogenic potential. Prepared risk characterization of the carcinogenic and non-carcinogenic chemicals based on the exposure assessment to quantify the potential risk to members of the surrounding community. This evaluation was used to help settle class-action tort.

Client: Confidential, Escondido, California

Prepared comprehensive Preliminary Endangerment Assessment (PEA) of dense non-aqueous liquid phase hydrocarbon (chlorinated solvents) contamination at a former printed circuit board manufacturing facility. This evaluation was used for litigation support and may be used as the basis for reaching closure of the site with the lead regulatory agency.

Client: Confidential, San Francisco, California

Summarized epidemiological evidence for connective tissue and autoimmune diseases for product liability litigation. Identified epidemiological research efforts on the health effects of medical prostheses. This research was used in a meta-analysis of the health effects and as a briefing tool for non-public health professionals.

Client: Confidential, Bogotá, Columbia

Prepared comprehensive evaluation of the potential health risks associated with the redevelopment of a 13.7 hectares plastic manufacturing facility in Bogotá, Colombia The risk assessment was used as the basis for the remedial goals and closure of the site.

Client: Confidential, Los Angeles, California

Prepared comprehensive human health risk assessment of students, staff, and residents potentially exposed to heavy metals (principally cadmium) and VOCs from soil and soil vapor at 12-acre former crude oilfield and municipal landfill. The site is currently used as a middle school housing approximately 3,000 children. The evaluation determined that the site was safe for the current and future uses and was used as the basis for regulatory closure of site.

Client: Confidential, Los Angeles, California

Managed remedial investigation (RI) of heavy metals and volatile organic chemicals (VOCs) for a 15-acre former manufacturing facility. The RI investigation of the site included over 800 different sampling locations and the collection of soil, soil gas, and groundwater samples. The site is currently used as a year round school housing approximately 3,000 children. The Remedial Investigation was performed in a manner

that did not interrupt school activities and met the time restrictions placed on the project by the overseeing regulatory agency. The RI Report identified the off-site source of metals that impacted groundwater beneath the site and the sources of VOCs in soil gas and groundwater. The RI included a numerical model of vapor intrusion into the buildings at the site from the vadose zone to determine exposure concentrations and an air dispersion model of VOCs from the proposed soil vapor treatment system. The Feasibility Study for the Site is currently being drafted and may be used as the basis for granting closure of the site by DTSC.

Client: Confidential, Los Angeles, California

Prepared comprehensive human health risk assessment of students, staff, and residents potentially exposed to heavy metals (principally lead), VOCs, SVOCs, and PCBs from soil, soil vapor, and groundwater at 15-acre former manufacturing facility. The site is currently used as a year round school housing approximately 3,000 children. The evaluation determined that the site was safe for the current and future uses and will be basis for regulatory closure of site.

Client: Confidential, Los Angeles, California

Prepared comprehensive evaluation of VOC vapor intrusion into classrooms of middle school that was former 15-acre industrial facility. Using the Johnson-Ettinger Vapor Intrusion model, the evaluation determined acceptable soil gas concentrations at the site that did not pose health threat to students, staff, and residents. This evaluation is being used to determine cleanup goals and will be basis for regulatory closure of site.

Client –Dominguez Energy, Carson, California

Prepared comprehensive evaluation of the potential health risks associated with the redevelopment of 6-acre portion of a 500-acre oil and natural gas production facility in Carson, California. The risk assessment was used as the basis for closure of the site.

Kaiser Ventures Incorporated, Fontana, California

Prepared health risk assessment of semi-volatile organic chemicals and metals for a fifty-year old wastewater treatment facility used at a 1,100-acre former steel mill. This evaluation was used as the basis for granting closure of the site by lead regulatory agency.

ANR Freight - Los Angeles, California

Prepared a comprehensive Preliminary Endangerment Assessment (PEA) of petroleum hydrocarbon and metal contamination of a former freight depot. This evaluation was as the basis for reaching closure of the site with lead regulatory agency.

Kaiser Ventures Incorporated, Fontana, California

Prepared comprehensive health risk assessment of semi-volatile organic chemicals and metals for 23-acre parcel of a 1,100-acre former steel mill. The health risk assessment was used to determine clean up goals and as the basis for granting closure of the site by lead regulatory agency. Air dispersion modeling using ISCST3 was performed to determine downwind exposure point concentrations at sensitive receptors within a 1 kilometer radius of the site. The results of the health risk assessment were presented at a public meeting sponsored by the Department of Toxic Substances Control (DTSC) in the community potentially affected by the site.

Unocal Corporation - Los Angeles, California

Prepared comprehensive assessment of petroleum hydrocarbons and metals for a former petroleum service station located next to sensitive population center (elementary school). The assessment used a probabilistic approach to estimate risks to the community and was used as the basis for granting closure of the site by lead regulatory agency.

Client: Confidential, Los Angeles, California

Managed oversight of remedial investigation most contaminated heavy metal site in California. Lead concentrations in soil excess of 68,000,000 parts per billion (ppb) have been measured at the site. This State Superfund Site was a former hard chrome plating operation that operated for approximately 40-years.

Client: Confidential, San Francisco, California

Coordinator of regional monitoring program to determine background concentrations of metals in air. Acted as liaison with SCAQMD and CARB to perform co-location sampling and comparison of accepted regulatory method with ASTM methodology.

Client: Confidential, San Francisco, California

Analyzed historical air monitoring data for South Coast Air Basin in Southern California and potential health risks related to ambient concentrations of carcinogenic metals and volatile organic compounds. Identified and reviewed the available literature and calculated risks from toxins in South Coast Air Basin.

IT Corporation, North Carolina

Prepared comprehensive evaluation of potential exposure of workers to air-borne VOCs at hazardous waste storage facility under SUPERFUND cleanup decree. Assessment used in developing health based clean-up levels.

Professional Associations

American Public Health Association (APHA)
Association for Environmental Health and Sciences (AEHS)
American Chemical Society (ACS)
California Redevelopment Association (CRA)
International Society of Environmental Forensics (ISEF)
Society of Environmental Toxicology and Chemistry (SETAC)

Publications and Presentations:

Books and Book Chapters

Sullivan, P., **J.J. J. Clark,** F.J. Agardy, and P.E. Rosenfeld. (2007). *Synthetic Toxins In The Food, Water and Air of American Cities*. Elsevier, Inc. Burlington, MA.

Sullivan, P. and **J.J. J. Clark**. 2006. *Choosing Safer Foods, A Guide To Minimizing Synthetic Chemicals In Your Diet*. Elsevier, Inc. Burlington, MA.

Sullivan, P., Agardy, F.J., and **J.J.J. Clark**. 2005. *The Environmental Science of Drinking Water*. Elsevier, Inc. Burlington, MA.

Sullivan, P.J., Agardy, F.J., **Clark, J.J.J.** 2002. *America's Threatened Drinking Water: Hazards and Solutions*. Trafford Publishing, Victoria B.C.

Clark, J.J.J. 2001. "TBA: Chemical Properties, Production & Use, Fate and Transport, Toxicology, Detection in Groundwater, and Regulatory Standards" in *Oxygenates in the Environment.* Art Diaz, Ed.. Oxford University Press: New York.

Clark, J.J.J. 2000. "Toxicology of Perchlorate" in *Perchlorate in the Environment.* Edward Urbansky, Ed. Kluwer/Plenum: New York.

Clark, J.J.J. 1995. Probabilistic Forecasting of Volatile Organic Compound Concentrations At The Soil Surface From Contaminated Groundwater. UMI.

Baker, J.; **Clark, J.J.J.**; Stanford, J.T. 1994. Ex Situ Remediation of Diesel Contaminated Railroad Sand by Soil Washing. Principles and Practices for Diesel Contaminated Soils, Volume III. P.T. Kostecki, E.J. Calabrese, and C.P.L. Barkan, eds. Amherst Scientific Publishers, Amherst, MA. pp 89-96.

Journal and Proceeding Articles

Tam L. K.., Wu C. D., Clark J. J. and **Rosenfeld, P.E.** (2008) A Statistical Analysis Of Attic Dust And Blood Lipid Concentrations Of Tetrachloro-p-Dibenzodioxin (TCDD) Toxicity Equialency Quotients (TEQ) In Two Populations Near Wood Treatment Facilities. Organohalogen Compounds, Volume 70 (2008) page 002254.

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Hensley A.R., Scott, A., Rosenfeld P.E., **Clark, J.J.J.** (2007). "Attic Dust And Human Blood Samples Collected Near A Former Wood Treatment Facility." *Environmental Research.* 105:194-199.

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Rosenfeld, P.E., **Clark, J. J.** and Suffet, I.H. 2005. "The Value Of An Odor Quality Classification Scheme For Compost Facility Evaluations" The U.S. Composting Council's 13th Annual Conference January 23 - 26, 2005, Crowne Plaza Riverwalk, San Antonio, TX.

Rosenfeld, P.E., **Clark, J. J.** and Suffet, I.H. 2004. "The Value Of An Odor Quality Classification Scheme For Urban Odor" WEFTEC 2004. 77th Annual Technical Exhibition & Conference October 2 - 6, 2004, Ernest N. Morial Convention Center, New Orleans, Louisiana.

Clark, J.J.J. 2003. "Manufacturing, Use, Regulation, and Occurrence of a Known Endocrine Disrupting Chemical (EDC), 2,4-Dichlorophnoxyacetic Acid (2,4-D) in California Drinking Water Supplies." National Groundwater Association Southwest Focus Conference: Water Supply and Emerging Contaminants. Minneapolis, MN. March 20, 2003.

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Clark, J.J.J.; Corbett, G.E.; Kerger, B.D.; Finley, B.L.; Paustenbach, D.J. 1996. Dermal Uptake of Hexavalent Chromium In Human Volunteers: Measures of Systemic Uptake From Immersion in Water At 22 PPM. Toxicologist. 30(1):14.

Dodge, D.G.; **Clark, J.J.J.**; Kerger, B.D.; Richter, R.O.; Finley, B.L.; Paustenbach, D.J. 1996. Assessment of Airborne Hexavalent Chromium In The Home Following Use of Contaminated Tapwater. Toxicologist. 30(1):117-118.

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Harber, P.H.; Gong, H., Jr.; Lachenbruch, A.; **Clark, J.**; Hsu, P. (1992). Respiratory Pattern Effect of Acute Sulfur Dioxide Exposure in Asthmatics. American Review of Respiratory Disease. 145(4):A88.

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Ozone Exposures in Residents of Los Angeles County. American Review of Respiratory Disease. 141(4):A70.

Tierney, D.F. and **J.J.J. Clark.** (1990). Lung Polyamine Content Can Be Increased By Spermidine Infusions Into Hyperoxic Rats. American Review of Respiratory Disease. 139(4):A41.

WILSON IHRIG
ACOUSTICS, NOISE & VIBRATION



ANI TONCHEVA

Senior Consultant

Since joining the firm in 2011, Ani has conducted analyses for transit systems, vibration sensitive research facilities, public infrastructure, construction, and other environmental noise. She has contributed to literature reviews, including research on current practices of historical preservation. She has extensive experience working on construction projects in New York City and is well versed in local noise codes.

Education

- B.A., Physics; Bard College, New York

Professional Associations

- *Member*, National Council of Acoustical Consultants (NCAC)
- *Member*, Acoustical Society of America (ASA)
- *Board Member,* Transportation Research Forum (TRF), NY Chapter and International board

Research Paper

- NCHRP 25-25, *Current Practices to Address Construction Vibration and Potential Effects to Historic Buildings Adjacent to Transportation Projects*

Relevant Experience

BART Berryessa Station Transit Noise Impact and Mitigation, San Jose, CA Assisted with noise predictions and barrier design recommendations.

Massachusetts Bay Transportation Authority (MBTA) Green Line Extension (GLX), Boston, MA Lead analyst on noise predictions and barrier design.

RTD Eagle P3 Northwest Corridor Noise and Impacts, Denver, CO Assisted with data analysis and helped prepare final technical report.

Alameda CTC, I-880 Interchange Improvements Project (Whipple Road-Industrial Southwest and Industrial Parkway West), Hayward, CA Project Manager for traffic noise study.

Alameda CTC, I-80/Ashby Avenue Interchange Improvements, Berkeley, CA Project Manager for traffic noise study.

Millennium Bulk Terminal, Longview, WA Prepared noise analysis for the project's NEPA and SEPA environmental impact statements.

Peninsula Humane Society & SPCA Haskin Hill Sanctuary, Loma Mar, CA Prepared an environmental study for a planned animal sanctuary in Loma Mar.

Analog (ArtX) Hotel, Palo Alto, CA Prepared preliminary basis of design guidelines for a new five-story boutique hotel in a residential area.

Sunnydale Block 3A & 3B Mixed-Use Residential Development, San Francisco, CA Prepared a CCR Title 24 Noise Study Report for two, mixed-use, 5-story buildings.

Columbia University Medical Center Medical and Graduate Education Building, New York, NY
Conducted baseline noise survey and performed attended noise measurements during preliminary construction work.

Hudson Yards Tower C Foundations and Utilities, New York, NY Conducted a baseline noise survey prior to construction work including a combination of long-term unattended and short-term attended noise measurements.

PANYNJ Lincoln Tunnel Helix Rehabilitation, NJ Assisted in developing construction noise control and mitigation plan and implementing a remote long-term noise monitoring program at three locations.

MSK 74th Street, New York, NY Conducted baseline noise survey, assisted in developing construction noise control and mitigation plan, and implemented a long-term noise monitoring program at two locations.

NY MTA No. 7 Line Subway Extension Ventilation Facility Construction, New York, NY The project involved mining and lining of two shafts and construction of a 2-story ventilation building.

NY MTA ESA/LIRR Grand Central Terminal Fit-Out, New York, NY Prepared the Contractor's noise and vibration control plan updates for fit-out work conducted underground at the Grand Central Terminal Suburban Level.

San Francisco Planning Department, Alameda Street Wet Weather Tunnel and Folsom Area Sewer Improvement, San Francisco, CA Noise and vibration analysis for Folsom Area stormwater infrastructure improvements.

World Trade Center Vehicle Security Center, New York, NY Conducted baseline noise surveys, assisted in developing construction noise control plans, and implementing a remote long-term noise monitoring program.

50 Pine Street Condominiums, New York, NY
Project involved evaluating mechanical noise at residential dwelling units for NYC noise code

Uptown Newport, Newport Beach, CA
Evaluation of noise levels due to mechanical equipment at adjacent property.

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1.1. Basic Project Information

Data Field	Value
Project Name	Generators
Operational Year	2027
Lead Agency	—
Land Use Scale	Project/site
Analysis Level for Defaults	County
Windspeed (m/s)	3.60
Precipitation (days)	6.00
Location	38.59745556567643, -121.58106993805383
County	Yolo
City	Unincorporated
Air District	Yolo/Solano AQMD
Air Basin	Sacramento Valley
TAZ	312
EDFZ	4
Electric Utility	Pacific Gas & Electric Company
Gas Utility	Pacific Gas & Electric
App Version	2022.1.1.23

1.2. Land Use Types

Land Use Subtype	Size	Unit	Lot Acreage	Building Area (sq ft)	Landscape Area (sq ft)	Special Landscape Area (sq ft)	Population	Description
Industrial Park	0.00	1000sqft	0.00	0.00	0.00	0.00	—	—

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1.3. User-Selected Emission Reduction Measures by Emissions Sector

No measures selected

2. Emissions Summary

2.4. Operations Emissions Compared Against Thresholds

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Un/Mit.	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.72	0.66	2.14	2.38	< 0.005	0.10	0.00	0.10	0.10	0.00	0.10	0.00	336	336	0.01	< 0.005	0.00	337
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.72	0.66	2.14	2.38	< 0.005	0.10	0.00	0.10	0.10	0.00	0.10	0.00	336	336	0.01	< 0.005	0.00	337
Average Daily (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.20	0.18	0.59	0.65	< 0.005	0.03	0.00	0.03	0.03	0.00	0.03	0.00	92.0	92.0	< 0.005	< 0.005	0.00	92.3
Annual (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.04	0.03	0.11	0.12	< 0.005	< 0.005	0.00	< 0.005	< 0.005	0.00	< 0.005	0.00	15.2	15.2	< 0.005	< 0.005	0.00	15.3

2.5. Operations Emissions by Sector, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Sector	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Mobile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Area	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Energy	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Water	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Waste	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00
Stationary	0.72	0.66	2.14	2.38	< 0.005	0.10	0.00	0.10	0.10	0.00	0.10	0.00	336	336	0.01	< 0.005	0.00	337
Total	0.72	0.66	2.14	2.38	< 0.005	0.10	0.00	0.10	0.10	0.00	0.10	0.00	336	336	0.01	< 0.005	0.00	337
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Area	—	0.00	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Energy	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Water	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Waste	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00
Stationary	0.72	0.66	2.14	2.38	< 0.005	0.10	0.00	0.10	0.10	0.00	0.10	0.00	336	336	0.01	< 0.005	0.00	337
Total	0.72	0.66	2.14	2.38	< 0.005	0.10	0.00	0.10	0.10	0.00	0.10	0.00	336	336	0.01	< 0.005	0.00	337
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Area	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Energy	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Water	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Waste	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00

Stationar	0.20	0.18	0.59	0.65	< 0.005	0.03	0.00	0.03	0.03	0.00	0.03	0.00	92.0	92.0	< 0.005	< 0.005	0.00	92.3
Total	0.20	0.18	0.59	0.65	< 0.005	0.03	0.00	0.03	0.03	0.00	0.03	0.00	92.0	92.0	< 0.005	< 0.005	0.00	92.3
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Area	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Energy	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Water	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Waste	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00
Stationary	0.04	0.03	0.11	0.12	< 0.005	< 0.005	0.00	< 0.005	< 0.005	0.00	< 0.005	0.00	15.2	15.2	< 0.005	< 0.005	0.00	15.3
Total	0.04	0.03	0.11	0.12	< 0.005	< 0.005	0.00	< 0.005	< 0.005	0.00	< 0.005	0.00	15.2	15.2	< 0.005	< 0.005	0.00	15.3

4. Operations Emissions Details

4.1. Mobile Emissions by Land Use

4.1.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Industrial Park	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Industrial Park	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Industrial Park	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

4.2. Energy

4.2.1. Electricity Emissions By Land Use - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Industrial Park	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Industrial Park	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Industrial Park	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00

4.2.3. Natural Gas Emissions By Land Use - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Industrial Park	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Industrial Park	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Industrial Park	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00

4.3. Area Emissions by Source

4.3.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Source	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Consumer Products	—	0.00	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	—	0.00	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Landscape Equipment	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Consumer Products	—	0.00	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	—	0.00	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	0.00	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Consumer Products	—	0.00	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	—	0.00	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Landscape Equipment	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00

4.4. Water Emissions by Land Use

4.4.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Industrial Park	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Industrial Park	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Industrial Park	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00

4.5. Waste Emissions by Land Use

4.5.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Industrial Park	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Industrial Park	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Industrial Park	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00

4.6. Refrigerant Emissions by Land Use

4.6.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Industrial Park	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Industrial Park	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Industrial Park	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00

4.7. Offroad Emissions By Equipment Type

4.7.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Equipment Type	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.8. Stationary Emissions By Equipment Type

4.8.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Equipment Type	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Emergency Generator	0.72	0.66	2.14	2.38	< 0.005	0.10	0.00	0.10	0.10	0.00	0.10	0.00	336	336	0.01	< 0.005	0.00	337
Total	0.72	0.66	2.14	2.38	< 0.005	0.10	0.00	0.10	0.10	0.00	0.10	0.00	336	336	0.01	< 0.005	0.00	337
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Emergency Generator	0.72	0.66	2.14	2.38	< 0.005	0.10	0.00	0.10	0.10	0.00	0.10	0.00	336	336	0.01	< 0.005	0.00	337
Total	0.72	0.66	2.14	2.38	< 0.005	0.10	0.00	0.10	0.10	0.00	0.10	0.00	336	336	0.01	< 0.005	0.00	337
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Emergency Generator	0.04	0.03	0.11	0.12	< 0.005	< 0.005	0.00	< 0.005	< 0.005	0.00	< 0.005	0.00	15.2	15.2	< 0.005	< 0.005	0.00	15.3
Total	0.04	0.03	0.11	0.12	< 0.005	< 0.005	0.00	< 0.005	< 0.005	0.00	< 0.005	0.00	15.2	15.2	< 0.005	< 0.005	0.00	15.3

4.9. User Defined Emissions By Equipment Type

4.9.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Equipment Type	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10. Soil Carbon Accumulation By Vegetation Type

4.10.1. Soil Carbon Accumulation By Vegetation Type - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Vegetation	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10.2. Above and Belowground Carbon Accumulation by Land Use Type - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10.3. Avoided and Sequestered Emissions by Species - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Species	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

5. Activity Data

5.9. Operational Mobile Sources

5.9.1. Unmitigated

Land Use Type	Trips/Weekday	Trips/Saturday	Trips/Sunday	Trips/Year	VMT/Weekday	VMT/Saturday	VMT/Sunday	VMT/Year
Industrial Park	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

5.10. Operational Area Sources

5.10.1. Hearths

5.10.1.1. Unmitigated

5.10.2. Architectural Coatings

Residential Interior Area Coated (sq ft)	Residential Exterior Area Coated (sq ft)	Non-Residential Interior Area Coated (sq ft)	Non-Residential Exterior Area Coated (sq ft)	Parking Area Coated (sq ft)
0	0.00	0.00	0.00	—

5.10.3. Landscape Equipment

Season	Unit	Value
Snow Days	day/yr	0.00
Summer Days	day/yr	180

5.11. Operational Energy Consumption

5.11.1. Unmitigated

Electricity (kWh/yr) and CO2 and CH4 and N2O and Natural Gas (kBTU/yr)

Land Use	Electricity (kWh/yr)	CO2	CH4	N2O	Natural Gas (kBTU/yr)
Industrial Park	0.00	204	0.0330	0.0040	0.00

5.12. Operational Water and Wastewater Consumption

5.12.1. Unmitigated

Land Use	Indoor Water (gal/year)	Outdoor Water (gal/year)
Industrial Park	0.00	0.00

5.13. Operational Waste Generation

5.13.1. Unmitigated

Land Use	Waste (ton/year)	Cogeneration (kWh/year)
Industrial Park	0.00	—

5.14. Operational Refrigeration and Air Conditioning Equipment

5.14.1. Unmitigated

Land Use Type	Equipment Type	Refrigerant	GWP	Quantity (kg)	Operations Leak Rate	Service Leak Rate	Times Serviced
Industrial Park	Other commercial A/C and heat pumps	R-410A	2,088	0.30	4.00	4.00	18.0

5.15. Operational Off-Road Equipment

5.15.1. Unmitigated

Equipment Type	Fuel Type	Engine Tier	Number per Day	Hours Per Day	Horsepower	Load Factor

5.16. Stationary Sources

5.16.1. Emergency Generators and Fire Pumps

Equipment Type	Fuel Type	Number per Day	Hours per Day	Hours per Year	Horsepower	Load Factor
Emergency Generator	Diesel	4.00	1.00	100	100	0.73

5.16.2. Process Boilers

Equipment Type	Fuel Type	Number	Boiler Rating (MMBtu/hr)	Daily Heat Input (MMBtu/day)	Annual Heat Input (MMBtu/yr)

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5.17. User Defined

Equipment Type	Fuel Type

5.18. Vegetation

5.18.1. Land Use Change

5.18.1.1. Unmitigated

Vegetation Land Use Type	Vegetation Soil Type	Initial Acres	Final Acres

5.18.1. Biomass Cover Type

5.18.1.1. Unmitigated

Biomass Cover Type	Initial Acres	Final Acres

5.18.2. Sequestration

5.18.2.1. Unmitigated

Tree Type	Number	Electricity Saved (kWh/year)	Natural Gas Saved (btu/year)

6. Climate Risk Detailed Report

6.1. Climate Risk Summary

Cal-Adapt midcentury 2040–2059 average projections for four hazards are reported below for your project location. These are under Representation Concentration Pathway (RCP) 8.5 which assumes GHG emissions will continue to rise strongly through 2050 and then plateau around 2100.

Climate Hazard	Result for Project Location	Unit
Temperature and Extreme Heat	23.8	annual days of extreme heat

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Extreme Precipitation	5.15	annual days with precipitation above 20 mm
Sea Level Rise	—	meters of inundation depth
Wildfire	11.4	annual hectares burned

Temperature and Extreme Heat data are for grid cell in which your project are located. The projection is based on the 98th historical percentile of daily maximum/minimum temperatures from observed historical data (32 climate model ensemble from Cal-Adapt, 2040–2059 average under RCP 8.5). Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.
Extreme Precipitation data are for the grid cell in which your project are located. The threshold of 20 mm is equivalent to about ¾ an inch of rain, which would be light to moderate rainfall if received over a full day or heavy rain if received over a period of 2 to 4 hours. Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.
Sea Level Rise data are for the grid cell in which your project are located. The projections are from Radke et al. (2017), as reported in Cal-Adapt (Radke et al., 2017, CEC-500-2017-008), and consider inundation location and depth for the San Francisco Bay, the Sacramento-San Joaquin River Delta and California coast resulting different increments of sea level rise coupled with extreme storm events. Users may select from four scenarios to view the range in potential inundation depth for the grid cell. The four scenarios are: No rise, 0.5 meter, 1.0 meter, 1.41 meters
Wildfire data are for the grid cell in which your project are located. The projections are from UC Davis, as reported in Cal-Adapt (2040–2059 average under RCP 8.5), and consider historical data of climate, vegetation, population density, and large (> 400 ha) fire history. Users may select from four model simulations to view the range in potential wildfire probabilities for the grid cell. The four simulations make different assumptions about expected rainfall and temperature are: Warmer/drier (HadGEM2-ES), Cooler/wetter (CNRM-CM5), Average conditions (CanESM2), Range of different rainfall and temperature possibilities (MIROC5). Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.

6.2. Initial Climate Risk Scores

Climate Hazard	Exposure Score	Sensitivity Score	Adaptive Capacity Score	Vulnerability Score
Temperature and Extreme Heat	N/A	N/A	N/A	N/A
Extreme Precipitation	N/A	N/A	N/A	N/A
Sea Level Rise	N/A	N/A	N/A	N/A
Wildfire	N/A	N/A	N/A	N/A
Flooding	N/A	N/A	N/A	N/A
Drought	N/A	N/A	N/A	N/A
Snowpack Reduction	N/A	N/A	N/A	N/A
Air Quality Degradation	N/A	N/A	N/A	N/A

The sensitivity score reflects the extent to which a project would be adversely affected by exposure to a climate hazard. Exposure is rated on a scale of 1 to 5, with a score of 5 representing the greatest exposure.
The adaptive capacity of a project refers to its ability to manage and reduce vulnerabilities from projected climate hazards. Adaptive capacity is rated on a scale of 1 to 5, with a score of 5 representing the greatest ability to adapt.
The overall vulnerability scores are calculated based on the potential impacts and adaptive capacity assessments for each hazard. Scores do not include implementation of climate risk reduction measures.

6.3. Adjusted Climate Risk Scores

Climate Hazard	Exposure Score	Sensitivity Score	Adaptive Capacity Score	Vulnerability Score
Temperature and Extreme Heat	N/A	N/A	N/A	N/A
Extreme Precipitation	N/A	N/A	N/A	N/A
Sea Level Rise	N/A	N/A	N/A	N/A
Wildfire	N/A	N/A	N/A	N/A
Flooding	N/A	N/A	N/A	N/A
Drought	N/A	N/A	N/A	N/A
Snowpack Reduction	N/A	N/A	N/A	N/A
Air Quality Degradation	N/A	N/A	N/A	N/A

The sensitivity score reflects the extent to which a project would be adversely affected by exposure to a climate hazard. Exposure is rated on a scale of 1 to 5, with a score of 5 representing the greatest exposure.
The adaptive capacity of a project refers to its ability to manage and reduce vulnerabilities from projected climate hazards. Adaptive capacity is rated on a scale of 1 to 5, with a score of 5 representing the greatest ability to adapt.
The overall vulnerability scores are calculated based on the potential impacts and adaptive capacity assessments for each hazard. Scores include implementation of climate risk reduction measures.

6.4. Climate Risk Reduction Measures

7. Health and Equity Details

7.1. CalEnviroScreen 4.0 Scores

The maximum CalEnviroScreen score is 100. A high score (i.e., greater than 50) reflects a higher pollution burden compared to other census tracts in the state.

Indicator	Result for Project Census Tract
Exposure Indicators	—
AQ-Ozone	55.4
AQ-PM	24.1
AQ-DPM	18.8
Drinking Water	35.6
Lead Risk Housing	78.4
Pesticides	81.9

Toxic Releases	33.1
Traffic	18.9
Effect Indicators	—
CleanUp Sites	76.7
Groundwater	84.1
Haz Waste Facilities/Generators	94.1
Impaired Water Bodies	99.2
Solid Waste	91.8
Sensitive Population	—
Asthma	83.2
Cardio-vascular	87.0
Low Birth Weights	67.2
Socioeconomic Factor Indicators	—
Education	81.1
Housing	47.1
Linguistic	81.2
Poverty	74.5
Unemployment	79.7

7.2. Healthy Places Index Scores

The maximum Health Places Index score is 100. A high score (i.e., greater than 50) reflects healthier community conditions compared to other census tracts in the state.

Indicator	Result for Project Census Tract
Economic	—
Above Poverty	19.59450789
Employed	19.97946875
Median HI	20.42858976
Education	—

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Bachelor's or higher	24.94546388
High school enrollment	16.64314128
Preschool enrollment	11.90812267
Transportation	—
Auto Access	22.25073784
Active commuting	76.00410625
Social	—
2-parent households	13.74310278
Voting	12.30591557
Neighborhood	—
Alcohol availability	39.84344925
Park access	57.05119979
Retail density	18.11882459
Supermarket access	47.94045939
Tree canopy	86.15424099
Housing	—
Homeownership	25.25343257
Housing habitability	41.28063647
Low-inc homeowner severe housing cost burden	51.35377903
Low-inc renter severe housing cost burden	75.61914539
Uncrowded housing	39.88194534
Health Outcomes	—
Insured adults	43.11561658
Arthritis	0.0
Asthma ER Admissions	19.4
High Blood Pressure	0.0
Cancer (excluding skin)	0.0

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Asthma	0.0
Coronary Heart Disease	0.0
Chronic Obstructive Pulmonary Disease	0.0
Diagnosed Diabetes	0.0
Life Expectancy at Birth	24.3
Cognitively Disabled	4.4
Physically Disabled	5.2
Heart Attack ER Admissions	11.3
Mental Health Not Good	0.0
Chronic Kidney Disease	0.0
Obesity	0.0
Pedestrian Injuries	19.6
Physical Health Not Good	0.0
Stroke	0.0
Health Risk Behaviors	—
Binge Drinking	0.0
Current Smoker	0.0
No Leisure Time for Physical Activity	0.0
Climate Change Exposures	—
Wildfire Risk	0.0
SLR Inundation Area	0.0
Children	22.0
Elderly	39.0
English Speaking	13.9
Foreign-born	71.2
Outdoor Workers	15.8
Climate Change Adaptive Capacity	—

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Impervious Surface Cover	55.2
Traffic Density	14.2
Traffic Access	23.0
Other Indices	—
Hardship	75.2
Other Decision Support	—
2016 Voting	11.0

7.3. Overall Health & Equity Scores

Metric	Result for Project Census Tract
CalEnviroScreen 4.0 Score for Project Location (a)	93.0
Healthy Places Index Score for Project Location (b)	19.0
Project Located in a Designated Disadvantaged Community (Senate Bill 535)	Yes
Project Located in a Low-Income Community (Assembly Bill 1550)	Yes
Project Located in a Community Air Protection Program Community (Assembly Bill 617)	No

a: The maximum CalEnviroScreen score is 100. A high score (i.e., greater than 50) reflects a higher pollution burden compared to other census tracts in the state.
b: The maximum Health Places Index score is 100. A high score (i.e., greater than 50) reflects healthier community conditions compared to other census tracts in the state.

7.4. Health & Equity Measures

No Health & Equity Measures selected.

7.5. Evaluation Scorecard

Health & Equity Evaluation Scorecard not completed.

7.6. Health & Equity Custom Measures

No Health & Equity Custom Measures created.

8. User Changes to Default Data

Screen	Justification

Operations: Emergency Generators and Fire Pumps	CARE Comment Letter

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CEQA FINDINGS OF FACT AND
STATEMENT OF OVERRIDING CONSIDERATIONS
REGARDING THE
FINAL ENVIRONMENTAL IMPACT REPORT
FOR THE ONTARIO REGIONAL SPORTS COMPLEX
ENVIRONMENTAL IMPACT REPORT
STATE CLEARINGHOUSE NO. 2023110328

Exhibit B

I. SUMMARY OF FINDINGS

The City Council hereby finds that it has been presented with the Environmental Impact Report (EIR), which it has reviewed and considered, and further finds that the EIR is an accurate and objective statement that has been completed in full compliance with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines. The City Council finds that the EIR reflects the independent judgment and analysis of the City. The City Council declares that no evidence of new significant impacts or any new information of "substantial importance," as defined by State CEQA Guidelines Section 15088.5, has been received by the City after circulation of the Draft EIR that would require recirculation. Therefore, the City Council hereby certifies the EIR based on the entirety of the record of proceedings.

II. PROCEDURAL COMPLIANCE WITH CALIFORNIA ENVIRONMENTAL QUALITY ACT

The City published a Draft EIR on April 4, 2024. A Final EIR was prepared in June of 2024 in compliance with CEQA requirements. The Final EIR has been prepared in accordance with CEQA and the CEQA Guidelines, as amended. As authorized in State CEQA Guidelines Section 15084(d)(2), the City retained a consultant to assist with the preparation of the environmental documents. City staff from multiple departments, representing the Lead Agency, have directed, reviewed, and modified where appropriate all material prepared by the consultant. The Final EIR reflects the City's independent analysis and judgement. The key milestones associated with the preparation of the EIR are summarized below. As presented below, an extensive public involvement and agency notification effort was conducted to solicit input on the scope and content of the EIR and to solicit comments on the results of the environmental analysis presented in the Draft EIR.

A. PUBLIC NOTIFICATION AND OUTREACH

In conformance with CEQA, the State CEQA Guidelines, and the City of Ontario CEQA Guidelines, the City of Ontario conducted an extensive environmental review of the Proposed Project.

- Completion of a Notice of Preparation (NOP) for a Draft Subsequent EIR (SEIR) on September 15, 2023. The public review period extended from September 15, 2023, to October 16, 2023. The NOP was published in the *Inland Valley Daily Bulletin* on September 15, 2023. The NOP was posted at the San Bernardino County Clerk's office on September 14, 2023. Copies of the NOP were

made available for public review at the City of Ontario Planning Department and the City's website.

- Completion of the scoping process where the public was invited by the City to participate in a scoping meeting for the Draft SEIR was held on Wednesday, September 27, 2023, at 6:00 pm at the Westwind Community Center in the City of Ontario. The notice of a public scoping meeting was included in the NOP.

- After the scoping meeting process for the Draft SEIR, the City decided to proceed with a new EIR rather than a Subsequent EIR for the Proposed Project. An NOP for the Draft EIR was reissued on November 14, 2023. The public review period extended from November 14, 2023, to December 15, 2023. The NOP was published in the *Inland Valley Daily Bulletin* on November 14, 2023. The NOP was posted at the San Bernardino County Clerk's office on November 14, 2023. Copies of the NOP were made available for public review at the City of Ontario Planning Department and the City's website.

- A scoping meeting for the Draft EIR was held virtually on Wednesday December 6, 2023, at 6:00 pm. The notice of a public scoping meeting was included in the NOP.

- Preparation of a Draft EIR, which was made available for a 45-day public review period beginning April 4, 2024, and ending May 20, 2024. The scope of the Draft EIR was determined based on the CEQA Guidelines Appendix G Checklist, comments received in response to both NOPs, and comments received at the scoping meetings conducted by the City of Ontario. Chapter 5, *Environmental Analysis*, of the Draft EIR describes the issues identified for analysis in the Draft EIR. The Notice of Availability (NOA) for the Draft EIR was sent to interested persons and organizations, sent to the State Clearinghouse in Sacramento for distribution to public agencies, posted at the City of Ontario, and published in the *Inland Valley Daily Bulletin*. The NOA was posted at the San Bernardino County Clerk's office and published in the *Inland Valley Daily Bulletin* on April 4, 2024. Additionally, copies of the Draft EIR were made available for review at the City Hall and Ovitt Family Community Library as well as on the City's website.

- Preparation of a Final EIR, including the responses to comments to the Draft EIR. The Final EIR was released for a 10-day agency review period prior to certification of the Final EIR.

- Public hearings on the Proposed Project, including a Planning Commission hearing and a City Council hearing.

In summary, the City conducted all required noticing and scoping for the Proposed Project in accordance with Section 15083 of the CEQA Guidelines, and conducted the public review for the EIR, which exceeded the requirements of Section 15087 of the CEQA Guidelines.

B. FINAL ENVIRONMENTAL IMPACT REPORT AND CITY COUNCIL PROCEEDINGS

The City prepared a Final EIR, including Responses to Comments to the Draft EIR. The Final EIR/Response to Comments contains comments on the Draft EIR, responses to those comments,

revisions to the Draft EIR, and appended documents. A total of seven comment letters were received. Of the seven comment letters, five letters were from public agencies and/or tribes, and two letters were from residents and/or organizations.

The Final EIR found that prior to mitigation, implementation of the Proposed Project will result in potentially significant impacts to Agricultural Resources, Air Quality, Biological Resources, Cultural Resources, Geology and Soils, Greenhouse Gas (GHG) Emissions, Hazards and Hazardous Materials, Noise, Transportation, Tribal Cultural Resources (TCRs), and Wildfire. However, mitigation measures have been developed to avoid or reduce all of these impacts to levels considered less than significant, with the exception of Agricultural Resources, Air Quality, GHG Emissions, Noise, and Transportation. The Final EIR found that despite the implementation of recommended mitigation measures, impacts to these categories were significant and unavoidable. A Statement of Overriding Considerations was prepared for the Council's consideration.

Members of the public can view searchable agendas for scheduled City Council meetings and access agenda-related City information and services directly on the following website: https://www.ontarioca.gov/Agendas/CityCouncil.

The Final EIR document will be posted on the City's website for viewing and download with the previously posted Draft EIR prior to the City's consideration of the Final EIR and project recommendations.

A date for consideration of the Final EIR and project recommendations at the City Council was set for the Proposed Project, and notice of the meeting was provided consistent with the Brown Act (Government Code Sections 54950 et seq.). The City Council will take testimony on the Proposed Project and may continue on its calendar to a subsequent meeting date in its discretion.

C. RECORD OF PROCEEDINGS

For purposes of CEQA and these Findings, the Record of Proceedings for the Proposed Project consists of the following documents and other evidence, at a minimum:

- The NOPs, NOA, and all other public notices issued by the City in conjunction with the Proposed Project.
- The Draft EIR and Final EIR for the Proposed Project.
- All written comments submitted by agencies or members of the public during the public review comment period on the Draft EIR.
- All responses to written comments submitted by agencies or members of the public during the public review comment period on the Draft EIR.
- All written and verbal public testimony presented during a noticed public hearing for the Proposed Project.
- The Mitigation Monitoring and Reporting Program.

- The Statement of Overriding Considerations.
- The reports and technical memoranda included or referenced in the Final EIR.
- All documents, studies, EIRs, or other materials incorporated by reference in the Draft EIR and Final EIR.
- The Resolutions adopted by the City in connection with the Proposed Project, and all documents incorporated by reference therein, including comments received after the close of the comment period and responses thereto.
- Matters of common knowledge to the City, including but not limited to federal, state, and local laws and regulations.
- Any documents expressly cited in these Findings.
- Any other relevant materials required to be in the record of proceedings by Public Resources Code Section 21167.6(e).

D. CUSTODIAN AND LOCATION OF RECORDS

The documents and other materials that constitute the administrative record for the City's actions related to the Proposed Project are at the City of Ontario's City Hall at 303 East B Street, Ontario, CA 91764. The City Planning Department is the custodian of the administrative record for the project. Copies of these documents, which constitute the record of proceedings, are and at all relevant times have been and will be available upon request at the offices of the Planning Department. This information is provided in compliance with Public Resources Code Section 21081.6(a)(2) and Guidelines Section 15091(e).

E. PROJECT DESCRIPTION

The Ontario Regional Sports Complex (ORSC) would allow for development of a variety of recreational opportunities on an approximately 199-gross-acre site (ORSC site) in the City of Ontario. This includes a semi-professional Minor League Baseball stadium, retail, and hospitality area in addition to a new City recreation center and aquatics center surrounded by a variety of baseball/softball, soccer, and multiuse fields. Development on the ORSC site would require installation of a sewer line in the Vineyard Avenue right-of-way (Offsite Improvement Area). The ORSC also requires a concurrent General Plan Amendment and Rezoning (GPA and Rezone) to offset the potential loss in residential capacity in The Ontario Plan (TOP) of 1,471 units from the ORSC site when it is redesignated and rezoned to accommodate the uses of the ORSC. To offset this loss, 94 acres along the Vineyard Corridor south of the ORSC site would be assigned a more intense land use designation, changing from Low Density Residential (LDR) to Medium Density Residential (MDR) to comply with Senate Bill (SB) 330 and SB 166. The development on the ORSC site and Offsite Improvement Area and concurrent GPA and Rezone are referred to as the Proposed Project.

The ORSC site is in the southern portion of Ontario, which is known as the Ontario Ranch. The ORSC site is on the southeast corner of Vineyard Avenue and Riverside Drive in the Armstrong Ranch

Specific Plan area. The ORSC site is bounded to the north by Riverside Drive, to the south by Chino Avenue, to the west by the unimproved right-of-way for Vineyard Avenue, and to the east by the Cucamonga Creek Flood Control Channel. Much of the ORSC site is presently vacant and was primarily used for agricultural purposes, including the raising of livestock and dairy farming. Other land uses on the ORSC site include a nursery east of Ontario Avenue. Vineyard Avenue currently terminates at Riverside Drive.

Ontario Regional Sports Complex

The ORSC would provide a variety of experiences, including a 6,000-capacity, semipro, Minor League Baseball stadium with supportive retail/hospitality uses and a new city regional park and community recreation facilities, including a new recreational center; aquatics center; and baseball, softball, and soccer fields. The land use plan under the ORSC comprises seven planning areas (PA)—Baseball Stadium (PA 1); Commercial Retail (PA 2); Baseball Stadium Retail-Hospitality (PA 3), Baseball Stadium Retail-Hospitality South (PA 4); City Park–Active Fields (PA 5); City Park–Indoor Athletic Facility (PA 6); and Community Recreation Center (PA 7). The amenities are shown in Table 1, *Ontario Regional Sport Complex Amenities Summary*. As shown in Table 1, the ORSC would result in 540,750 square feet of commercial building space, 450,000 square feet of stadium space (110,000 square feet of conditioned space and 340,000 square feet of unconditioned space), and 272,000 square feet of parking structures.

Table 1 Ontario Regional Sport Complex Amenities Summary

Land Use	Acres	Building Square Feet			Number of Amenities
		Commercial	Parking	Stadium	
PA 1 BASEBALL STADIUM	**16.01**	**—**	**185,000**	**450,000**	**6,000 Capacity 1,600 Parking Spaces**
Baseball Field Facility	11.33	—	—	—	6,000 capacity
Conditioned Space	—	—	—	110,000	—
Unconditioned Space	—	—	—	340,000	—
Parking Structure A (3-stories)	4.68	—	185,000	—	1,600 parking spaces
PA 2 COMMERCIAL RETAIL	**19.62**	**45,000**	**—**	**—**	**1,500 Parking Spaces**
Retail/Commercial, East	5.06	45,000	—	—	—
Surface Parking, East	14.56	—	—	—	1,500 parking spaces
PA 3 BASEBALL STADIUM RETAIL Stadium Retail and Hospitality	**4.58**	**91,000**	**—**	**—**	**100 Rooms**
Retail/Commercial	2.17	21,000	—	—	—
Hotel	2.41	70,000	—	—	100 Rooms
PA 4 BASEBALL STADIUM RETAIL and Hospitality South	**8.54**	**114,000**	**—**	**—**	**250 Parking Spaces**
Retail/Commercial	6.54	114,000	—	—	—
Surface Parking, South	2.00	—	—	—	250 Parking Spaces
PA 5 CITY PARK, Active Fields	**110.90**	**23,300**		**—**	**2,000 Parking Spaces**
Multipurpose Fields (Soccer/Football)	41.13	—	—	—	13 Fields
Multiuse Fields (Baseball/Softball/Little League)	45.11	—	—	—	8 Fields

Table 1 Ontario Regional Sport Complex Amenities Summary

Land Use	Acres	Building Square Feet			Number of Amenities
		Commercial	Parking	Stadium	
Park	10.87	23,300	—	—	—
Parking Structure B (4 stories)	3.59	—	87,000	—	1,000 Parking Spaces
Surface Parking, South	10.2	—	—	—	1,000 Parking Spaces
PA 6 CITY PARK, Indoor Athletic Facility	**7.58**	**159,450**	**—**	**—**	**388 Parking Spaces**
Indoor Athletic Facility	4.46	159,450	—	—	16 max. Courts
Surface Parking	3.12	—	—	—	388 Parking Spaces
PA 7 COMMUNITY RECREATION CENTER	**15.68**	**108,000**	**—**	**—**	**525 Parking Spaces**
Community Center/ Admin Building	3.46	70,000	—	—	—
Activity Area	8.05	38,000	—		1 Field/8 Courts
Recreation Surface Parking	4.17	—	—	—	525 parking spaces
Right-of-Way	*16.10*	—	—	—	—
TOTAL	**199.01**	**540,750**	**272,000**	**450,000**	**6,000 Capacity 100 Rooms 6,263 Parking Spaces**

The Ontario Plan (TOP) Land Use Amendments and Zone Changes

The Land Use Element of the Policy Plan establishes two land use designations in the ORSC site, Low-Density Residential and Medium Density Residential. The Proposed Project would require changing the existing land use and zoning to allow for recreational facilities and regional-serving entertainment, retail, and service uses, including hotels/motels, and restaurants. The Proposed Project would:

- Convert 134.42 acres of Low Density Residential (LDR) and Medium Density Residential (MDR) to Open Space-Parkland (OS-R).

- Convert 51.57 acres of Low Density Residential (LDR) to Hospitality (HOS) for a baseball stadium, ancillary/supportive retail, and lodging uses.

Approval of the ORSC would also rescind the Armstrong Ranch Specific Plan and rezone the ORSC site with traditional zoning designations (see Table 2, *Proposed Land Use Designations*).

Table 2 Proposed Land Use Designations

Land Use	Zoning	Acres
Ontario Regional Sports Park Complex (Onsite Land Use Changes)		
Hospitality (HOS)	Convention Center Support Retail (CCS)	51.57
Open Space–Parkland (OS-R)	Open Space–Recreation	134.42
Right-of-Way (ROW)[1]		13.01
	Proposed Project (Onsite) Total	**199.00**
Offsite Land Use Changes (Senate Bills 330 and 166 Compliance)		
Medium-Density Residential (MDR)	No proposed zoning change SP/AG (Specific Plan)	74.75
Medium-Density Residential (MDR)	SP/AG/AH (Specific Plan with Affordable Housing Overlay)	19.25
	Senate Bill 330 (Offsite) Total	**94.00**

Notes: SP = Specific Plan, AG = Agricultural, AH = Affordable Housing
[1] ROW is consistent with TOP 2050 estimates; it is not based on Table 3-1.

Because the ORSC would replace areas planned for residential use with nonresidential uses, the loss in residential capacity must be offset by increasing the residential capacity by an equal amount elsewhere in the city to comply with SB 330, which mandates no net loss of residential capacity citywide, and SB 166, which mandates that a jurisdiction maintain an inventory of sites suitable to fulfill its low and very low Regional Housing Needs Assessment obligation at all times.

TOP 2050 planned for a total of 1,471 units in the areas designated LDR and MDR in ORSC site. To offset this loss, 94 acres along the Vineyard Corridor, south of the ORSC site, would be assigned a more intense land use designation, changing from LDR to MDR. The current land use designation in the Vineyard Corridor, LDR, allowed up to 424 units under TOP 2050. Because of SB 330, the combined capacity for the ORSC site and the Vineyard Corridor parcels must be maintained, meaning the Vineyard Corridor parcels must support a minimum capacity of 1,895 units (1,471 units to offset the Proposed Project plus 424 units to account for the existing capacity on the parcels where growth potential would be reallocated). To achieve this, the Proposed Project requires a general plan amendment designating the Vineyard Corridor parcels (94 acres) as MDR instead of LDR, creating capacity for 2,075 units, 180 units more than required to comply with SB 330.

SB 166 requires that the 194 affordable units that were allocated to the ORSC site must be reallocated to other suitable sites in the city. To comply with this requirement, two of the parcels in the Vineyard Corridor (19.25 of 94.00 acres) that were identified to accept the units reallocated from the ORSC site for SB 330 compliance would be added to the Housing Element's sites inventory; their Assessor's Parcel Numbers are: 218-18-102 and 218-18-115.

F. PROJECT OBJECTIVES

Objectives for the Project will aid decision-makers in their review of the project and associated environmental impacts:

1. Support the community's vision for a "premier" city by providing the opportunity to incorporate comprehensive public facilities programing, including the development of a sports complex with associated mixture of uses.

2. Consolidate City sports park operation.

3. Expand recreational opportunities in support of youth and adult soccer, baseball, softball, basketball, and volleyball.

4. Broaden sports programs to include aquatics, tennis and pickleball programs for youth and adults.

5. Provide a high-quality stadium for a minor league sports team.

6. Allow for safe, convenient transit access from the Stadium to OmniTrans bus stops on Riverside Drive.

7. Prioritize development away from sensitive receptors.

III. CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS

A. INTRODUCTION

CEQA requires that a number of written findings be made by the lead agency in connection with certification of an environmental impact report (EIR) prior to approval of the project pursuant to Sections 15091 and 15093 of the CEQA Guidelines and Section 21081 of the Public Resources Code. This document provides the findings required by CEQA. The potential environmental effects of the Ontario Regional Sports Complex and associated offsite infrastructure improvements and land use changes (Proposed Project) have been analyzed in a Draft EIR (State Clearinghouse [SCH] 2023110328) dated April 2024. A Final EIR (Final EIR) has also been prepared that incorporates the Draft EIR and contains comments received on the Draft EIR, responses to the individual comments, revisions to the Draft EIR including any clarifications based on the comments and the responses to the comments, and the Mitigation Monitoring and Reporting Program (MMRP) for the Proposed Project. This document provides the findings required by CEQA for approval of the Proposed Project.

Statutory Requirements for Findings

The CEQA (Pub. Res. Code Section 21000 et seq.) and the State CEQA Guidelines (Guidelines) (14 Ca. Code Regs Section 15000 et seq.) promulgated thereunder require that the environmental impacts of a project be examined before a project is approved. Specifically, regarding findings, Guidelines Section 15091 provides:

> (a) No public agency shall approve or carry out a project for which an EIR has been certified which identifies one or more significant environmental effects of the project unless the public agency makes one or more written findings for each of those significant effects, accompanied by a brief explanation of the rationale for each finding. The possible findings are:

1. Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.

2. Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.

3. Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR.

(b) The findings required by subsection (a) shall be supported by substantial evidence in the record.

(c) The finding in subdivision (a)(2) shall not be made if the agency making the finding has concurrent jurisdiction with another agency to deal with identified feasible mitigation measures or alternatives. The finding in subsection (a)(3) shall describe the specific reasons for rejecting identified mitigation measures and project alternatives.

(d) When making the findings required in subdivision (a)(1), the agency shall also adopt a program for reporting on or monitoring the changes which it has either required in the project or made a condition of approval to avoid or substantially lessen significant environmental effects. These measures must be fully enforceable through permit conditions, agreements, or other measures.

(e) The public agency shall specify the location and custodian of the documents or other material which constitute the record of the proceedings upon which its decision is based.

(f) A statement made pursuant to Section 15093 does not substitute for the findings required by this section.

The "changes or alterations" referred to in Section 15091(a)(1) above, that are required in, or incorporated into, the project which mitigate or avoid the significant environmental effects of the project, may include a wide variety of measures or actions as set forth in Guidelines Section 15370, including:

(a) Avoiding the impact altogether by not taking a certain action or parts of an action.

(b) Minimizing impacts by limiting the degree or magnitude of the action and its implementation.

(c) Rectifying the impact by repairing, rehabilitating, or restoring the impacted environment.

(d) Reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action.

(e) Compensating for the impact by replacing or providing substitute resources or environments, including through permanent protection of such resources in the form of conservation easements.

As indicated above, Public Resources Code Section 21002 requires an agency to "avoid or substantially lessen" significant adverse environmental impacts. Thus, mitigation measures that "substantially lessen" significant environmental impacts, even if not completely avoided, satisfy section 21002's mandate. (*Laurel Hills Homeowners Assn. v. City Council* (1978) 83 Cal.App.3d 515, 521 ["CEQA does not mandate the choice of the environmentally best feasible project if through the imposition of feasible mitigation measures alone the appropriate public agency has reduced environmental damage from a project to an acceptable level"]; *Las Virgenes Homeowners Fed., Inc. v. County of Los Angeles* (1986) 177 Cal. App. 3d 300, 309 ["[t]here is no requirement that adverse impacts of a project be avoided completely or reduced to a level of insignificance . . . if such would render the project unfeasible"].)

While CEQA requires that lead agencies adopt feasible mitigation measures or alternatives to substantially lessen or avoid significant environmental impacts, an agency need not adopt infeasible mitigation measures or alternatives. (Pub. Resources Code Section 21002.1(c) [if "economic, social, or other conditions make it infeasible to mitigate one or more significant effects on the environment of a project, the project may nonetheless be carried out or approved at the discretion of a public agency"]; see also State CEQA Guidelines, Section 15126.6(a) [an "EIR is not required to consider alternatives which are infeasible."]) CEQA defines "feasible" to mean "capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, and technological factors" (Pub. Resources Code, Section 21061.1). The State CEQA Guidelines add "legal" considerations as another indicium of feasibility. (State CEQA Guidelines, Section 15364.) Project objectives also inform the determination of "feasibility." (*Jones v. U.C. Regents* (2010) 183 Cal. App. 4th 818, 828-829.) "'[F]easibility' under CEQA encompasses 'desirability' to the extent that desirability is based on a reasonable balancing of the relevant economic, environmental, social, and technological factors." (*City of Del Mar v. City of San Diego* (1982) 133 Cal.App.3d 401, 417; see also *Sequoyah Hills Homeowners Assn. v. City of Oakland* (1993) 23 Cal.App.4th 704, 715.) "Broader considerations of policy thus come into play when the decision making body is considering actual feasibility[.]" (*Cal. Native Plant Soc'y v. City of Santa Cruz* (2009) 177 Cal.App.4th 957, 1000; see also Pub. Resources Code, Section 21081(a)(3) ["economic, legal, social, technological, or other considerations" may justify rejecting mitigation and alternatives as infeasible.])

Environmental impacts that are less than significant do not require the imposition of mitigation measures. (*Leonoff v. Monterey County Board of Supervisors* (1990) 222 Cal.App.3d 1337, 1347.)

The California Supreme Court has stated, "[t]he wisdom of approving . . . any development project, a delicate task which requires a balancing of interests, is necessarily left to the sound discretion of the local officials and their constituents who are responsible for such decisions. The law as we interpret and apply it simply requires that those decisions be informed, and therefore balanced." (*Citizens of Goleta Valley v. Board of Supervisors* (1990) 52 Cal.3d 553, 576.) In addition, perfection in a project or a project's environmental alternatives is not required; rather, the requirement is that sufficient information be produced "to permit a reasonable choice of alternatives so far as environmental aspects are concerned." Outside agencies (including courts) are not to "impose unreasonable extremes or to interject

[themselves] within the area of discretion as to the choice of the action to be taken." (*Residents Ad Hoc Stadium Com. v. Board of Trustees* (1979) 89 Cal.App.3d 274, 287.)

Findings

Having received, reviewed, and considered the EIR for the No. 2023110328, as well as other information in the record of proceedings on this matter, the City of Ontario Council adopts the following Findings in its capacity as the legislative body for the City of Ontario (City), which is the CEQA Lead Agency. The Findings set forth the environmental and other bases for current and subsequent discretionary actions to be undertaken by the City and responsible agencies for the implementation of the Proposed Project.

In addition, the City of Ontario City Council (City Council) hereby makes findings pursuant to and in accordance with Section 21081 of the California Public Resources Code and State CEQA Guidelines Sections 15090 and 15091 and hereby certifies that:

(1) Changes or alterations have been required in, or incorporated into, the project which mitigate or avoid the significant environmental effect as identified in the final EIR.

(2) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.

(3) Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR.

Project Environmental Report and Discretionary Actions

The Final EIR addresses the direct, indirect, and cumulative environmental effects of construction and operation activities associated with the Proposed Project. The Final EIR provides the environmental information necessary for the City to make a final decision on the requested discretionary actions for all phases of this project. The Final EIR was also intended to support discretionary reviews and decisions by other responsible agencies.

Discretionary actions to be considered by the City may include, but are not limited to, the following:

- Approve the Proposed Project; adopt the MMRP, finding that the MMRP is adequately designed to ensure compliance with the mitigation measures during project implementation; and determine that the significant adverse effects of the project either have been reduced to an acceptable level, or are outweighed by the specific overriding considerations of the project as outlined in the CEQA Findings of Fact, as set forth herein.

- Approve the Proposed Project and related discretionary actions.

Format

Section 15091 of the CEQA Guidelines requires that a Lead Agency make a finding for each significant effect for the project. This section summarizes the significant environmental impacts of the project, describes how these impacts are to be mitigated, and discusses various alternatives to the Proposed Project, which were developed in an effort to reduce the remaining significant environmental impacts. All impacts are considered potentially significant prior to mitigation unless otherwise stated in the findings.

The remainder of this section is divided into the following subsections:

Section III B, Findings Regarding Environmental Impacts Not Requiring Mitigation, presents topical areas in the Draft EIR that would result in no impact or less than significant impacts.

Section III C, Findings on Significant Environmental Impacts That Can Be Reduced to Less Than Significant, presents significant impacts of the Proposed Project that were identified in the Final EIR, the mitigation measures identified in the MMRP, and the rationales for the findings.

Section III D, Significant Unavoidable Impacts That Cannot Be Mitigated to Below the Level of Significance, presents significant unavoidable impacts of the Proposed Project that were identified in the Final EIR, the mitigation measures identified in the MMRP, and the rationales for the findings.

Section III E, Program Environmental Impacts of the Offsite General Plan Amendments and Rezone, presents the summary of the program-level environmental impacts associated with the General Plan Amendments (GPA) and Rezone triggered by Senate Bill (SB) 330 and SB 166.

Section III F, Cumulative Impacts, presents the summary of cumulative impacts of the Proposed Project.

Section IV, Alternatives to the Proposed Project, presents alternatives to the project and evaluates them in relation to the findings set forth in Section 15091(a)(3) of the State CEQA Guidelines, which allows a public agency to approve a project that would result in one or more significant environmental effects if the project alternatives are found to be infeasible because of specific economic, social, or other considerations.

Section V, Additional CEQA Considerations, presents additional CEQA considerations, including significant irreversible changes due to the Proposed Project and growth-inducing impacts of the Proposed Project.

Section VI, Findings on Responses to Comments on the Draft EIR and Revisions to the Final EIR, presents the City's findings on the response to comments and revisions to Final EIR, and decision on whether a recirculated Draft EIR is necessary or not.

Section VII, Statement of Overriding Considerations, presents a description of the Proposed Project's significant and unavoidable adverse impacts and the justification for adopting a statement of overriding consideration.

Section VIII, Mitigation Monitoring Reporting Program, presents the Mitigation Monitoring and Reporting Program.

Section IX, Certification, identifies the requirements for certification of the EIR.

B. FINDINGS REGARDING ENVIRONMENTAL IMPACTS NOT REQUIRING MITIGATION

Issues Deemed No Impact or Less Than Significant Impact

Pursuant to CEQA Guidelines Section 15060(d) and 15063 that allow a lead agency to begin work directly on the EIR process, an NOP was issued without an Initial Study.

Findings on "No Impact" and "Less Than Significant Impacts"

Based on the environmental assessments in the Final EIR, the City determined that the Proposed Project would have no impact or less than significant impacts, including direct, indirect, and cumulative impacts, for the environmental issues summarized below. The rationale for the conclusion that no significant impact would occur in each of the issue areas is based on the environmental evaluation in the listed topical EIR sections in Chapter 5 of the Draft EIR, which include Environmental Setting, Environmental Impacts, Cumulative Impacts, and Mitigation Measures.

The EIR concluded that all or some of the impacts of the Proposed Project with respect to the following issues either will not be significant or will be reduced to below a level of significance by implementing project design features or existing plans, programs, and policies as detailed in Chapter 5 of the Draft EIR. Those issues include the following topical areas in their entirety or portions thereof: Aesthetics, Agriculture and Forestry Resources, Air Quality, Biological Resources, Cultural Resources, Energy, Geology and Soils, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use and Planning, Mineral Resources, Noise, Population and Housing, Public Services, Recreation, Transportation, Utilities and Service Systems, and Wildfire.

CEQA Guidelines Section 15901 mandates that an EIR may not be certified for a project which has one or more significant environmental effects unless one of three possible findings is made for each significance effect. Since the following environmental issue areas were determined to have no impact or a less than significant impact, the findings for these issues are not required but are provide informationally.

1. Aesthetics

Impact 5.1-1: The ORSC would not have an adverse impact on scenic vistas.

TOP 2050 recognizes the San Gabriel Mountains as a scenic resource for the City. The San Gabriel Mountains are visible to the north of the ORSC site and views of the Santa Ana Mountains are visible to the south. The ORSC proposes a baseball stadium at the northeastern portion of the ORSC site west of Ontario Avenue, which would include the tallest structures (light poles) among the proposed uses of the ORSC site. The stadium's concourse level would be at ground level, and the field and

dugout levels would be below ground level. The following summarizes the heights of the stadium levels from ground level, both above ground level (agl) and below ground level (bgl):

- Roof: 33 feet agl
- Low Roof: 29 feet, 6 inches agl
- Club: 15 feet, 6 inches agl
- Concourse: ground level
- Field Level: 14 feet, 6 inches bgl
- Dugout Level: 17 feet, 4 inches bgl

While the highest point of the stadium structure is the roof at 33 feet agl, the stadium lighting fixtures would be mounted at approximately 99 to 110 feet agl. The lighting fixtures for all other parts of the ORSC would not exceed the lighting heights for the stadium. The agl heights for lighting at the multiuse baseball fields, soccer fields, and Community Recreation Center (Planning Area 7) are:

- Multiuse Baseball Fields: 60 to 80 feet agl
- Soccer Fields: 55 to 85 feet agl
- Community Recreation Center: 40 to 50 feet agl

In addition to the 33 foot-tall stadium, the heights of the other buildings and structures proposed for the ORSC include the following:

- Parking Structure A: 33 feet agl
- Parking Structure B: 44 feet agl
- Hotel: 24 feet agl
- Ancillary Retail/Commercial: 14 feet agl
- Community Center: 24 feet agl
- Gym: 25 feet agl

Parking Structure B (at 44 feet) and the sports field lighting fixtures (at a maximum of 110 feet) would be the tallest features across the ORSC site. While the San Gabriel and Santa Ana Mountains are visible to the north and south of the ORSC site, there are no protected public views within the vicinity of the ORSC site. The City's major scenic corridors, Euclid Avenue and Mission Boulevard, are approximately two miles away from the ORSC site. Additionally, the ORSC would comply with TOP 2050 Policy CD-1.5 which requires that all major north-south streets be designed to feature views of the San Gabriel Mountains and to avoid visual clutter, including billboards.

The ORSC site buildings and structures would be spread over the ORSC site and would not obstruct views of the mountains from north-south streets in the vicinity of the ORSC site including Ontario Avenue and Vineyard Avenue. To ensure that the stadium is compatible with the scale of the surrounding neighborhood, the site is being graded to lower the field elevations, which reduces the height of the stadium structures, including the stands. Additionally, existing electrical power lines partially obscure views of the mountains across the northern and southern boundaries of the ORSC site on Chino Avenue and Riverside Drive. The proposed sports lighting poles would result in similar

viewing conditions at the ORSC site, and the mountains would continue to be visible due to the narrowness of the poles, though partially obstructed.

The ORSC would comply with the City's policies protecting scenic views and corridors would not obstruct any protected public views. Therefore, impacts to scenic resources would be less than significant.

Finding. The Proposed Project would have less than significant direct or indirect impacts relating to scenic vistas. Accordingly, no changes or alterations to the Proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds. (Draft EIR pg. 5.1-23)

Impact 5.1-2: The ORSC would not alter scenic resources within a state scenic highway.

There are no State-designated scenic highways through or in the vicinity of the City and ORSC site. The nearest eligible state highway is SR-142, located seven miles southwest of the ORSC site, and the closest officially designated scenic highway is SR-91 in Anaheim, approximately 21 miles southwest of the ORSC site. Therefore, development of the ORSC site would not damage scenic resources, including trees, rock outcroppings, and historic buildings, within a state scenic highway.

Finding. The Proposed Project would have no direct or indirect impacts relating to scenic resources within a state scenic highway. Accordingly, no changes or alterations to the Proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds. (Draft EIR pg. 5.1-23)

Impact 5.1-3: The ORSC would alter the visual appearance of the ORSC site.

The ORSC site is largely agricultural in character, containing fields, nurseries, a dairy farm, and interspersed single-family homes originating from the mid-20th century. Properties to the west and south of the ORSC site contain similar agricultural uses, while north and east of the site are developed with more urban uses, including a commercial/retail center, the Whispering Lakes Golf Course, and single-family subdivisions. As defined by CEQA Section 21071, an "urbanized area" is an incorporated city that either has a population of at least 100,000 persons, or if the population of that city and not more than two contiguous incorporated cities combined equals at least 100,000 persons. The population of Ontario, as reported by the Department of Finance is 180,717 residents, so it qualifies as an "urbanized area" according to CEQA. This impact analysis addresses whether, for an urbanized area, the ORSC would conflict with zoning or other regulations governing scenic quality.

The ORSC would change the existing visual character of the ORSC site. The stadium building would reach a maximum height of 33 inches agl and would contain lighting fixtures that reach up to 110 feet agl. Therefore, the stadium in combination with the proposed commercial/retail and hotel, parking structures, and recreation facilities would transform the visual appearance of the ORSC site into a more urbanized setting when compared to existing conditions. The design and scale of the proposed stadium would create a new distinctive visual element observable from roadways and viewing areas surrounding the ORSC site. To ensure that the stadium is compatible with the scale of the

surrounding residential neighborhoods to the north and east, the ORSC proposes substantial landform modification to lower the elevations of the stadium. As a result of the grading, the field elevations would be lowered below grade, which reduces the height of the stadium structures.

Overall, the ORSC would be consistent with the City's vision in TOP 2050. TOP 2050's Community Design Element seeks to achieve distinct neighborhoods, centers, corridors, and districts in addition to vibrant places that enhance value and livability. The ORSC would be subject to TOP 2050 policies governing design quality for development. The ORSC would be developed as a new destination in the city for community recreation, entertainment, and commercial activity. The aesthetic character of the development would be distinctive from the current low density and agricultural uses in the vicinity of the ORSC site; however, the ORSC would implement a more aesthetically interesting use of the site with high quality design, consistent with the TOP 2050 vision and policies.

The ORSC would also require amending the zoning of the ORSC site from the Armstrong Specific Plan to Convention Center Support Retail and Open Space-Recreation. The design and development of the uses on the ORSC site would comply with the applicable provisions for these zoning designations in Section 5.03, Supplemental Land Use Regulations, of the Ontario Development Code. Therefore, the ORSC would not conflict with applicable zoning and other regulations governing scenic quality nor substantially degrade the existing visual character of site. Impacts would be less than significant.

Finding. The Proposed Project would have less than significant direct or indirect impacts relating to existing visual character and quality of public views and to conflict with applicable zoning and other regulations governing scenic quality. Accordingly, no changes or alterations to the Proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds. (Draft EIR pg. 5.1-24)

Impact 5.1-4: The ORSC would generate additional nighttime lighting on the ORSC site but would not adversely affect nighttime views in the area.

A lighting illumination summary was prepared for the ORSC (included as Appendix C to the Draft EIR) based on computer calculations and includes a grid summary of the minimum and maximum maintained horizontal foot-candles for the multiuse baseball fields, Minor League Baseball Stadium, soccer fields, and Community Recreation Center.

Nighttime Light and Glare

The ORSC would introduce many new sources of nighttime lighting to the ORSC site. Stadium and sports field lights would have a curfew of 10:00 pm. The proximity of the proposed lights to residential areas in the vicinity of the ORSC site presents the potential for light spillover and glare. A standard of 0.9 foot-candle (fc) was used for a significance determination because this standard considers both the type of adjacent land uses as well as the time of day the lights would be on.

The baseball stadium would include lighting to illuminate the fields during evening games. The lighting would be turned on at 5:00 pm on game days and would be turned off approximately one hour after the evening game concludes. The nearest sensitive receptors to the stadium would be the residence on

2945 Spyglass Court; however, no spill light from the stadium would impact the residence (0.0 fc at residence). Lighting levels at 0.9 fc would be cast into a small portion of the Whispering Lakes Golf Course.

The eight multipurpose fields would be lit be for practices and games, which are expected to extend to 10:00 pm Monday through Sunday. The light spill from the soccer fields would extend into Riverside Drive but would not reach the residences north of the ORSC site on Spyglass Court (0.0 fc at residences). Light spill from the multiuse baseball fields would remain within the boundaries of the ORSC site.

Nighttime lighting for the Little League field, skate park, aquatics facility, and tennis/pickleball courts at the Community Recreation Center portion of the ORSC would be provided until 10:00 pm. Light spill from the Little League Field and tennis/pickleball courts would reach the edge of the Cucamonga Creek Flood Channel. However, this lighting would not intrude on the residences east of the flood channel.

Light levels would continue to decrease as the distance increases from the light source. The luminaires would be shielded and directed downward and away from the adjacent sensitive uses and public rights-of-way so that glare impacts are minimized. Therefore, based on this analysis, the ORSC would not create a substantial source of new lighting that would affect nighttime views for sensitive receptors; impacts would be less than significant.

Daytime Glare

The ORSC would result in more reflective surfaces compared to existing conditions on the ORSC site. ORSC buildings would be required to comply with the California Building Standards Code, including the standards for lighting and glare set forth in the California Building Standards Code (Title 24, Part 6) and CALGreen (Title 24, Part 11). In compliance with these standards, building materials and design would be required to meet the applicable maximum allowable glare rating in Table 5.106.8 [N] of the California Building Standards Code. The ORSC would not create a new source of substantial glare. Therefore, glare impacts would be less than significant.

Finding. The Proposed Project would have less than significant direct or indirect impacts relating to light and glare. Accordingly, no changes or alterations to the Proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds. (Draft EIR pg. 5.1-28)

2. Agriculture and Forestry Resources

Impact 5.2-1: For Impact 5.2-1, refer to Section D, *Significant and Unavoidable Impacts That Cannot Be Mitigated to Below the Level of Significance.*

Impact 5.2-2: The ORSC would not conflict with existing zoning for agricultural use or a Williamson Act contract.

The ORSC site and Offsite Improvement Area do not contain any active Williamson Act contracts; therefore, development of the ORSC would not conflict with a Williamson Act contact. Additionally, the ORSC site is not zoned for agricultural use and is not in the City's Agricultural Overlay District. The sewer alignment in the Offsite Improvement Area would not conflict with existing zoning because improvements within the Offsite Improvement Area would be below-ground. The ORSC's redesignation of the site to Open Space-Parkland (OS-R) and Hospitality designations would not conflict with agricultural zoning, and the ORSC would have no impact.

Finding. The Proposed Project would have no direct or indirect impacts relating to conflict with existing zoning for agricultural use or a Williamson Act contract. Accordingly, no changes or alterations to the Proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds. (Draft EIR pg. 5.2-8)

Impact 5.2-3: The ORSC would not conflict with existing zoning for forest land, timberland, or timberland zoned Timberland Production, or result in the loss of forest land or conversion of forest land to nonforest use.

There is no forest land in the ORSC site or Offsite Improvement Area. Existing land uses on the ORSC site consist primarily of agricultural land (ranching and farming), a limited number of residences, and miscellaneous commercial uses such as a nursery. The ORSC would not conflict with zoning for forest land or result in the loss of forest land. No impact would occur.

Finding. The Proposed Project would have no direct or indirect impacts relating to conflict with existing zoning for, or cause rezoning of, forestland, timberland, or timberland zoned Timberland Production and to loss of forestland or conversion to nonforest use. Accordingly, no changes or alterations to the Proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds. (Draft EIR pg. 5.2-8)

3. Air Quality

Impact 5.3-1 For Impact 5.3-1, refer to Section D, *Significant and Unavoidable Impacts That Cannot Be Mitigated to Below the Level of Significance.*

Impact 5.3-2: For Impact 5.3-2, refer to Section C, *Findings on Significant Environmental Impacts That Can Be Reduced to a Less Than Significant Level.*

Impact 5.3-3: For Impact 5.3-3, refer to Section D, *Significant and Unavoidable Impacts That Cannot Be Mitigated to Below the Level of Significance.*

Impact 5.3-4: For Impact 5.3-4, refer to Section C, *Findings on Significant Environmental Impacts That Can Be Reduced to a Less Than Significant Level.*

Impact 5.3-5: Operation of the ORSC would not expose sensitive receptors to substantial pollutant concentrations.

The ORSC could expose sensitive receptors to elevated pollutant concentrations during operation-phase activities if it would cause or contribute significantly to elevated pollutant levels.

Stationary Sources

The ORSC could result in the installation and operation of stationary sources, such as generators, boilers, or fire pumps. The quantity, type, size, location, fuel type, maximum daily operating hours, and annual average operating hours for potential stationary source equipment are unknown at this time; thus, no emissions associated with stationary sources have been included in this analysis. Should the ORSC need to install and operate stationary source equipment, the South Coast Air Quality Management District (AQMD) must be contacted for issuance of a permit under applicable District Rules and/or the Portable Equipment Registration Program, depending on the stationary source equipment that is needed. Therefore, it is speculative to include stationary source equipment with unknown parameters, and further analysis would be required by the South Coast AQMD through permitting to ensure that the equipment does not result in any significant criteria air pollutant or health risk impacts.

Operational Phase LSTs

The ORSC is not the type of land use that has the potential to generate substantial onsite criteria air pollutant emissions. Table 5.3-16, *ORSC Localized On-Site Operational Emissions*, on page 5.3-43 in the Draft EIR shows localized maximum daily operational emissions. As shown in the table, onsite project-related operational emissions would not exceed the operational screening-level Localized Significance Thresholds (LSTs). Thus, operation of the ORSC would not exceed the South Coast AQMD's operational LSTs, and this impact would be less than significant.

Carbon Monoxide Hotspots

Areas of vehicle congestion have the potential to create pockets of carbon monoxide (CO) called hotspots. These pockets have the potential to exceed the State one-hour standard of 20 ppm or the eight-hour standard of 9.0 ppm. Because CO is produced in greatest quantities from vehicle combustion and does not readily disperse in the atmosphere, adherence to Ambient Air Quality Standard (AAQS) is typically demonstrated through an analysis of localized CO concentrations. Hot spots are typically produced at intersections, where traffic congestion is highest because vehicles queue for longer periods and are subject to reduced speeds. The Southern California Air Basin (SoCAB has been designated in attainment of both the National and California AAQS for CO. Under existing and future vehicle emission rates, a project would have to increase traffic volumes at a single intersection to more than 44,000 vehicles per hour—or 24,000 vehicles per hour where vertical and/or horizontal mixing is substantially limited—to generate a significant CO impact. Overall, the ORSC could generate

up to 2,734 peak hour trips (midday peak hour) on a Saturday with concurrent events and a sell-out stadium event. The annual average daily vehicle trip volumes surrounding the ORSC site include Chino Avenue (east of Grove Avenue) with 6,420 daily trips and Riverside Drive (east of Vineyard Avenue) with 19,978 daily trips. Assuming that all 2,734 peak hour trips generated by the ORSC would be along Riverside Drive, and assuming that all 19,978 daily trips along Riverside occur during the same peak hour, the combined 22,712 daily trips would not exceed the Bay Area Air Quality Management District's recommended screening criteria of greater than 44,000 vehicles per hour or 24,000 vehicles per hour where vertical and/or horizontal mixing is substantially limited. Therefore, implementation of the ORSC would not have the potential to substantially increase CO hotspots at intersections in the vicinity of the ORSC site. Impacts would be less than significant**.**

Finding. The Proposed Project would have less than significant direct or indirect impacts relating to the exposure of sensitive receptors to substantial pollutant concentrations. Accordingly, no changes or alterations to the Proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds. (Draft EIR pg. 5.3-44)

Impact 5.3-6: The ORSC would not result in other emissions that would adversely affect a substantial number of people.

Odors During Construction

During construction activities, construction equipment exhaust and application of asphalt and architectural coatings would generate odors. In addition, manure would be hauled offsite during grading activities. Any construction-related odor emissions would be temporary and intermittent. Additionally, noxious odors would be confined to the immediate vicinity of the construction equipment. By the time such emissions reached any sensitive receptor sites, they would be diluted to well below any level of air quality concern. Furthermore, short-term construction-related odors are expected to cease upon the drying or hardening of odor-producing materials. Therefore, impacts associated with construction-generated odors are considered less than significant.

Odors During Operation

The type of facilities that are considered to have objectionable odors include wastewater treatment plants, compost facilities, landfills, solid waste transfer stations, fiberglass manufacturing facilities, paint/coating operations (e.g., auto body shops), dairy farms, petroleum refineries, asphalt batch plants, chemical manufacturing, and food manufacturing facilities. The ORSC includes recreational, retail, and hospitality land uses and would not include these types of land uses and the ORSC would replace the existing dairy farm and agricultural fields, which would involve the removal of an estimated 122,437 cubic yards of animal manure across Planning Areas 1 through 5. The removal of manure onsite would result in the reduction in related odors during project operation. Additionally, the ORSC would be required to comply with South Coast AQMD Rule 402. The ORSC would not generate potentially significant odor impacts affecting a substantial number of people.

Finding. The Proposed Project would have less than significant direct or indirectimpacts relating to other emissions that would adversely affect a substantial number of people. Accordingly, no changes

or alterations to the Proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds. (Draft EIR pg. 5.3-44)

4. Biological Resources

Impact 5.4-1: For Impact 5.4-1, refer to Section C, *Findings on Significant Environmental Impacts That Can Be Reduced to a Less Than Significant Level.*

Impact 5.4-2: Development of the ORSC site and Offsite Improvement Area sewer alignment would not result in the loss of sensitive natural communities.

No sensitive natural communities, according to classifications described in The Manual of California Vegetation and by California Fish and Wildlife (CDFW) were identified in the ORSC site and Offsite Improvement Area. Rather, four land cover types are in the ORSC site and Offsite Improvement Area: Agriculture, Developed, Disturbed, and Open Water. During the biological survey, sparsely distributed individuals of mulefat and black willows, ranging from one to three individuals each, were documented in the offsite improvement area for the sewer line in association with the areas mapped as Agriculture land use. Due to their small size and sparse nature, these individuals were not large or established enough to be mapped as a vegetation community. Additionally, these individuals are not considered a sensitive natural community because they do not fit the classifications of a sensitive natural community according to The Manual of California Vegetation and by CDFW. As such, no impacts to sensitive natural communities are anticipated as a result of development of the ORSC and sewer alignment in the Offsite Improvement Area.

Finding. The Proposed Project would have no direct or indirect impacts relating to sensitive natural communities. Accordingly, no changes or alterations to the Proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds. (Draft EIR pg. 5.4-56)

Impact 5.4-3: The ORSC site and Offsite Improvement Area sewer alignment would not impact jurisdictional waters.

An Aquatic Resources Delineation Report was conducted to evaluate the potential wetland resources associated with a 0.46-acre study area of the Option 2 sewer alignment along Vineyard near Edison Avenue/Ontario Ranch Road in the Offsite Improvement Area. The wetland delineation study area is characterized as a waste management basin and contains individuals of mulefat and black willows, which indicate the potential presence of a wetland in the area. Three samples were taken at the wetland delineation study area and evaluated against the three criteria for wetland determination (presence of wetland-associated species, hydrologic conditions, and hydric soils). None of the samples met all three criteria needed to determine a wetland. It was determined that there are no aquatic resources in the wetland delineation study area.

Additionally, there are no features in the wetland delineation study area that meet the current definition of Waters of the U.S. to be regulated by the United States Army Corps of Engineers (USACE) under

Section 404 of the Clean Water Act. Furthermore, there are no resources present that would qualify as Section 401 resources jurisdictional to the Regional Water Quality Control Board (RWQCB). The waste management basin in the study area is not considered a 1602 regulated feature by CDFW because this feature does not fall within the definition of "streams, rivers, or lakes"; is not hydrologically connected with any stream, river, or lake; and would not contribute runoff to any such feature.

The Cucamonga Creek Flood Control Channel, located outside of the ORSC site and Offsite Improvement Area, is an aquatic feature that is potentially jurisdictional to the USACE, RWQCB, and/or CDFW. The Cucamonga Creek Flood Control Channel is located more than 50 feet from the ORSC site, and no direct impacts to this potentially regulated feature are anticipated. Although direct impacts are not expected to occur to the Cucamonga Creek Flood Control Channel, indirect impacts could occur in the form of runoff and erosion. Because the ORSC is more than one acre in size, the City and/or future project applicants would be required to obtain coverage under the General Construction Storm Water Permit from the RWQCB by preparing a Storm Water Pollution Prevention Plan (SWPPP) and implementing Best Management Practices (BMPs) to reduce water quality effects during construction. Implementation of the BMPs would reduce indirect impacts to the Cucamonga Creek Flood Control Channel to a less than significant level.

Therefore, the ORSC and sewer alignment in the Offsite Improvement Area would have less than impacts with respect to jurisdictional waters.

Finding. The Proposed Project would have less than significant direct or indirect impacts relating to jurisdictional waters. Accordingly, no changes or alterations to the Proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds. (Draft EIR pg. 5.4-57)

Impact 5.4-4: For Impact 5.4-4, refer to Section C, *Findings on Significant Environmental Impacts That Can Be Reduced to a Less Than Significant Level.*

Impact 5.4-5: The ORSC would require compliance with the City's Biological Resources Habitat Mitigation Fee.

As a condition of developing the ORSC site, the ORSC would be required to pay the City's habitat mitigation fee, which was established to cover potential environmental impacts to burrowing owl, Delhi Sands Flower-Loving Fly (DSFLF), raptor foraging, loss of open space, and agricultural lands. The ORSC would also comply with City procedures requiring a habitat assessment to determine potential habitat for sensitive species through focused protocol surveys.

The ORSC site does not contain any tree species protected under Section 6.05.020, Tree Preservation Policy and Protection Measures, of the Ontario Development Code (see table in Appendix B of Appendix E1 in the Draft EIR for the full list of plant species documented in the ORSC site and Offsite Improvement Area). Additionally, the ORSC site and Offsite Improvement Area are not within the boundaries of a Habitat Conservation Plan or Natural Communities Conservation Plan.

The ORSC would comply with all applicable regulations and plans that protect biological resources. Impacts would be less than significant.

Finding. The Proposed Project would have less than significant direct or indirect impacts relating to jurisdictional waters. Accordingly, no changes or alterations to the Proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds. (Draft EIR pg. 5.4-58)

5. Cultural Resources

Impact 5.5-1: Development of the ORSC site and Offsite Improvement Area for the sewer alignment along Vineyard Avenue would not impact an identified historic resource.

A South Central Coastal Information Center (SCCIC) records search was conducted for the ORSC site and the Offsite Improvement Area, that included review of all recorded archaeological and built-environment resources and a review of cultural resource reports. The California Points of Historical Interest, California Historical Landmarks, California Register of Historical Resources (CRHR), National Register of Historic Places (NRHP), and the California State Historic Properties Directory listings were also reviewed.

Previous evaluations of buildings and structures on the ORSC site identified four historic period resources, three of which are at 9381 Riverside Drive (P-36-13241 through P-36-13243) and one at 13165 Ontario Avenue (P-36-13244). The previous resource evaluations determined that Resource P-36-13244 was not eligible for listing in the NRHP/CRHR and did not meet the City's Historic Context criteria for local significance. The 2016 Phase II evaluation of the ORSC site that was conducted for the Armstrong Ranch Specific Plan EIR determined that the three resources at 9381 Riverside Drive were eligible for CRHR listing under Criteria A and B as well as for local significance pursuant to the Historic Context guidelines (see Appendix F2 of the Draft EIR). An updated Architectural Evaluation for the buildings/structures at 9381 Riverside Drive was conducted in December 2023 (see Appendix F2 of the Draf EIR). The following is an evaluation of the resources under the NRHP/CRHR criteria and the City of Ontario Historic Landmark criteria.

NRHP/CRHR Criterion A/1

The property at 9381 Riverside Drive has been used for agricultural purposes since the 1930s. It later operated as a cattle ranch, thoroughbred racehorse breeding ranch, and finally as a dairy. While the property shares a history with thoroughbred horseracing, horse breeder Rex Ellsworth only used the property as his main headquarters from 1947 to 1953 before moving his headquarters to a Chino property seven miles to the west where he achieved greater success. Evidence did not suggest that other uses of the property, including a cattle ranch and later a dairy started in the late 1970s, played an important role in events of the past. Both cattle ranches and dairies stand as commonplace agricultural activities for the area, and no information was found indicating that the property is associated with important innovations in ranching or dairy production. Research found no association with more specific events or patterns of development that have historical significance at the local, state, or national

level. For these reasons, 9381 Riverside Drive is not eligible for the NRHP/CRHR under Criterion A/1.

NRHP/CRHR Criterion B/2

Previous owners of the 9381 Riverside Drive property include C. C. Moseley, who operated the property briefly as a cattle ranch, restaurant chain owner W. "Tiny" Naylor, and Rex Ellsworth, who operated it as an 80-acre thoroughbred racehorse breeding farm starting in 1947. The De Boer family has operated a dairy on the property since the late 1970s. Although Rex Ellsworth had a decorated career as a thoroughbred breeder and was the owner of the 1955 Kentucky Derby winning horse, Swaps, Ellsworth's main horse breeding and training operation was seven miles to the west in Chino, near the intersection of Schaefer Avenue and Pipeline Avenue. Newspaper articles associate the racehorse Swaps and subsequent winning horses trained by Ellsworth with the Chino location, which he purchased in 1953 (officially listed 3985 Schaefer Avenue), with no mention of these horses training at the subject 9381 Riverside Drive location after 1953. In addition, research found no indication that other property owners besides Ellsworth made a significant contribution to local history. There is no information in the archival record to suggest that the 9381 E. Riverside Drive is associated with the lives of persons significant in our past. Therefore, the property is not eligible for the NRHP/CRHR under Criterion B/2.

NRHP/CRHR Criterion C/3

The property at 9381 Riverside Drive represents a typical example of an agricultural property with Ranch-style dwellings, and similar properties can be found throughout southwest San Bernardino County to the present day. The Ranch-style dwellings on the property lack features found in better examples of the style, such as board-and-batten siding, diamond-pane windows, x-bracing, and more rambling plans. Research found no evidence that any of the dwellings on the property are the work of a master. Ancillary farm storage buildings and corrals have utilitarian designs and few distinguishable architectural characteristics. No building on the property embodies the distinctive characteristics of a type, period, or method of construction or represents a significant and distinguishable entity whose components may lack individual distinction. Therefore, 9381 Riverside Drive is not eligible for the NRHP/CRHR under Criterion C/3.

NRHP/CRHR Criterion D/4

The information potential of 9381 Riverside Drive is expressed in its built form and in the historical record. It has not yielded, nor is it likely to yield, information important in history or prehistory. The property at 9381 E. Riverside Drive is not eligible for the NRHP/CRHR under Criterion D/4.

Integrity

Because the buildings on the property were not relocated, 9381 Riverside Drive maintained integrity of setting. The De Boer Dairy has operated the property since the late 1970s and completely reconfigured the corrals on the property and added a few new canopy shelters and two farm storage buildings. Dairy operation changes since the 1970s have dramatically changed the relationship between the buildings and general farm operations from the 1947 period of significance. Due to this drastic

change of use and physical layout, the property no longer retains integrity of setting, feeling, and association. The oldest buildings on the property are Ranch-style dwellings built from roughly 1947 to the 1960s. These dwellings have all undergone significant alterations, including the replacement of original windows with vinyl-frame windows, the replacement of original doors, cladding in nonoriginal stucco, and building additions. The alterations have removed what few character-defining features the dwellings had. In addition, the two ancillary farm buildings have replacement cladding and altered entranceways. Therefore, the property lacks integrity of design, materials, and workmanship. Regardless of integrity, due to lack of historical significance, 9381 Riverside Drive does not meet NRHP or CRHR eligibility criteria as an individual resource or as part of any known or suspected historic district; the resource is not listed on any Certified Local Government historic property register.

City of Ontario Historic Landmark Designation

An individual City of Ontario Historic Landmark must meet the following criteria from the Ontario Development Code, Section 4.02.050, on its own merit:

1. **It meets the criteria for listing in the National Register of Historic Places.** Per the significance evaluation above, the property is not eligible for the NRHP under any criterion.

2. **It meets the criteria for listing in the California Register of Historic Resources.** Per the significance evaluation above, the property is not eligible for the CRHR under any criterion.

3. It meets one or more of the following criteria:

    a. **It exemplifies or reflects special elements of the City's history.** The property exhibits a history typical of agricultural properties in the area and does not have special elements of the City's history.

    b. **It is identified with persons or events significant in local, state, or national history.** Previous owners of 9381 Riverside Drive include C. C. Moseley, who operated the property briefly as a cattle ranch; restaurant chain owner W. "Tiny" Naylor; and Rex Ellsworth, who operated it as an 80-acre thoroughbred racehorse breeding farm starting in 1947. The De Boer family has operated a dairy on the property since the late 1970s. Although Rex Ellsworth had a decorated career as a thoroughbred breeder and was the owner of the 1955 Kentucky Derby horse, Swaps, Ellsworth's main horse breeding and training operation was seven miles to the west in Chino, near the intersection of Schaefer Avenue and Pipeline Avenue. Newspaper articles associate the racehorse Swaps and subsequent winning horses trained by Ellsworth with the Chino location that he purchased in 1953 (officially listed 3985 Schaefer Avenue), with no mention of these horses training at the subject 9381 Riverside Drive location after 1953. There is no information in the archival record to suggest that 9381 Riverside Drive is associated with the lives of people significant in local, state, or national history.

    c. **It is representative of the work of a notable builder, designer, architect, or artist.** Research found no evidence that 9381 Riverside Drive represents the work of a notable builder, designer, architect, or artist. Therefore, the property is not eligible because of association with notable builders, designers, architects, or artists.

d. **It embodies distinguishing architectural characteristics of a style, type, period or method of construction.** The property at 9381 Riverside Drive represents a typical example of an agricultural property with Ranch-style dwellings, and similar properties can be found throughout southwest San Bernardino County to the present day. Ranch-style dwellings on the property lack the character-defining elements of the style, such as board-and-batten siding, diamond-pane windows, x-bracing, and more rambling plans. Ancillary farm storage buildings and corrals have utilitarian designs and few distinguishable architectural characteristics. Therefore, the property is not eligible due to embodying a distinguished architectural characteristic of a style, type, period, or method of construction.

e. **It is noteworthy example of the use of indigenous materials or craftsmanship.** The property at 9381 Riverside Drive contains Ranch-style dwellings and utilitarian farm buildings all built after WWII. They represent typical building types and construction methods of the era and the property is not eligible for association with indigenous materials or craftsmanship.

f. **It embodies elements that represent a significant structural, engineering, or architectural achievement or innovation.** The property at 9381 Riverside Drive contains Ranch-style dwellings and utilitarian farm buildings all built after WW II. The current dairy operation has arranged corrals and farm-related elements much like other dairies in the area. Therefore, the property is not eligible for representing a significant structural, engineering, or architectural achievement or innovation.

g. **It has a unique location, a singular physical characteristic, or is an established and familiar visual feature of a neighborhood, community of the City.** The property at 9381 Riverside Drive is in an agricultural area on the southern end of the City of Ontario among many properties of a similar type and configuration. Therefore, the property is not eligible as it does not represent a unique location, a singular physical characteristic, and is not an established and familiar visual feature of a neighborhood or community of the City.

h. **It is one of the few remaining examples in the City, region, state, or nation possessing distinguishing characteristics of an architectural or historical type or specimen.** Ontario and southwestern San Bernardino County contain several dairy and agricultural operations similar to the property at 9381 Riverside Drive. Therefore, the property is not eligible as one of the few remaining examples in the city, region, state, or nation possessing distinguishing characteristics of an architectural or historical type or specimen.

Findings and Conclusions

No historic built environment resources were identified within the 938 Riverside Drive property based on extensive archival research, field survey, and property significance evaluation. Therefore, the property is not considered a historical resource for the purposes of CEQA. Further, no potential indirect impacts to historical resources were identified. Therefore, impacts are considered less than significant.

Finding. The Proposed Project would have less than significant direct or indirect impacts relating to historic resources. Accordingly, no changes or alterations to the Proposed Project were required to

avoid or substantially lessen any significant environmental impacts under those thresholds. (Draft EIR pg. 5.5-27)

Impact 5.5-2: For Impact 5.5-2, refer to Section C, *Findings on Significant Environmental Impacts That Can Be Reduced to a Less Than Significant Level.*

Impact 5.5-3: Grading activities could potentially disturb human remains but would comply with existing law to ensure significant impacts do not occur.

The ORSC site and sewer alignment within the Offsite Improvement Area would require demolition, ground clearing, excavation, grading, and other construction activities, in order to accommodate the proposed improvements onsite and sewer improvements. California Health and Safety Code, Section 7050.5; CEQA Section 15064.5; and PRC Section 5097.98, mandate the process to be followed in the event of an accidental discovery of any human remains in a location other than a dedicated cemetery.

In the unlikely event soil-disturbing activities associated with the ORSC site and Offsite Improvements would result in the discovery of human remains, compliance with existing law would ensure that significant impacts to human remains would not occur.

Finding. The Proposed Project would have less than significant direct or indirect impacts relating to human remains. Accordingly, no changes or alterations to the Proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds. (Draft EIR pg. 5.5-28)

6. Energy

Impact 5.6-1: The ORSC would not result in potentially significant environmental impacts due to wasteful, inefficient, or unnecessary consumption of energy resources, during construction or operation.

Short-Term Construction Impacts

Construction of the ORSC, including development on the ORSC site and within the Offsite Improvement Area, would create temporary demands for electricity. Natural gas is not generally required to power construction equipment, and therefore is not anticipated during construction phases. Electricity use would fluctuate according to the phase of construction. Additionally, it is anticipated that most electric-powered construction equipment would be hand tools (e.g., power drills, table saws, compressors) and lighting, which would result in minimal electricity usage during construction activities.

Construction of the ORSC would also temporarily increase demands for energy associated with transportation fuels. Transportation energy use depends on the type and number of trips, vehicle miles traveled (VMT), fuel efficiency of vehicles, and travel mode. Energy use during construction would come from the transport and use of construction equipment, delivery vehicles and haul trucks, and

construction employee vehicles that would use diesel fuel or gasoline. The use of energy resources by these vehicles would fluctuate according to the phase of construction and would be necessary to complete that phase of construction. It is anticipated that most off-road construction equipment, such as those used during demolition and grading, would be gasoline or diesel powered. In addition, all operation of construction equipment would cease upon completion of construction. Energy resources consumed during construction of the ORSC estimated and are provided in Table 5.6-5, *Ontario Regional Sports Complex Construction Energy Consumption*, in Section 5.6, *Energy*, the Draft EIR. Nonetheless, the consumption of these energy resources is necessary to construct the Proposed Project.

The construction contractors would be required to minimize nonessential idling of construction equipment in accordance with the 13 CCR, Article 4.8, Chapter 9, Section 2449. Such required practices would limit wasteful and unnecessary energy consumption. Therefore, construction of the ORSC would not result in the wasteful, inefficient, or unnecessary consumption of energy resources.

Long-Term Impacts During Operation

Operation of the ORSC would create demand for electricity and natural gas for building energy use and demand for electricity, compressed natural gas, diesel, and gasoline for vehicle transportation. Operational use of electricity and natural gas in buildings would include heating, cooling, and ventilation of buildings; water heating; operation of electrical systems; use of onsite equipment and appliances; and lighting.

Electricity Consumption

Electrical service to the ORSC site is provided by Southern California Edison (SCE) through connections to existing offsite and onsite electrical lines and new onsite infrastructure. As shown in Table 5.6-6, *Ontario Regional Sports Complex Electricity Consumption*, in Section 5.6 of the Draft EIR, at full buildout of the ORSC, which is assumed as early as 2027, electricity consumption would total an estimated 18,643,141 kilowatt-hours (kWh) annually after accounting for both building electricity demand and electric vehicle electricity demand. As shown in this table, the ORSC would consume electricity at a per capita rate that is lower than the county average. Moreover, though Table 5.6-6 shows that the proposed buildings would consume 17,338,246 kWh per year, the ORSC would be required to comply with the latest California Building Standards Code (CBSC) and California Green Building Standards Code (CALGreen) requirements for including rooftop solar systems and passive energy efficiency designs to reduce potential wasteful, inefficient, or unnecessary consumption of electricity.

Regarding electricity that would be drawn from the grid, electricity utility compliance with the State's Renewable Portfolio Standards (RPS) program under Senate Bill (SB) 100 would ensure that the proportion of electricity that is sourced from renewable and carbon-free sources—and consumed by the ORSC—increases until it must be 100 percent in 2045. ORSC compliance with the CBSC and CALGreen and utility compliance with SB 100 ultimately result in incremental shifts away from reliance on fossil fuels and toward a greater reliance on renewable energy sources. Overall, the ORSC would result in lower per capita electricity consumption when compared to existing consumption rates in the county, decrease reliance on fossil fuels, and increase reliance on renewable energy sources. Therefore,

the ORSC's electricity consumption would not be considered wasteful, inefficient, or unnecessary, and this impact would be less than significant.

Natural Gas Consumption

As shown in Table 5.6-7, *Ontario Regional Sports Complex Natural Gas Consumption*, of the Draft EIR, natural gas consumed by the ORSC would total 12,359,271 therms annually, the natural gas consumption for all proposed buildings other than the stadium. The Baseball Stadium building would be all electric and would not consume any natural gas for building energy needs. As shown in this table, the ORSC would consume natural gas at a per capita rate that is lower than the County average. In addition, the consumption estimates in the table are largely drawn from the default consumption estimates from the California Emissions Estimator Model (CalEEMod), which are based on the California Energy Commission's (CEC's) 2018–2030 Uncalibrated Commercial Sector Forecast (commercial forecast), compiled by the CEC in 2019. This means that the modeled natural gas use reflects average building consumption rates through 2019 and corresponds with a mixture of building designs that are compliant with the 2016 CBSC and earlier code versions.

Because each version of the CBSC has built on the energy efficiency performance of the last—i.e., a building designed compliant with the minimum requirements of the 2019 Code would consume less energy than the same building designed compliant with the 2016 Code, and a building designed to the 2022 Code would consume less energy than that of the 2019 Code—future iterations of the CBSC are assumed to achieve greater energy efficiency performance. The ORSC would be required to comply with the latest CBSC and CALGreen requirements that apply at the time of design approval, including requirements for passive energy efficiency design to reduce potential wasteful, inefficient, or unnecessary consumption of natural gas. Moreover, the current 2022 California Energy Code—Part 6 of the CBSC—is structured in a way that includes mandatory requirements for all projects but also allows building designs to demonstrate compliance through either the Prescriptive Requirements or Performance Pathway.

As a result of required compliance with the California Energy Code, the ORSC's energy consumption is anticipated to be substantially lower than what is shown in Tables 5.6-6 and 5.6-7. Moreover, natural gas consumed by the ORSC site would be the result of space and water heating needs for the businesses and buildings onsite to operate and serve the local and regional community with park and entertainment amenities. In addition, it should be noted that the ORSC would be required under Mitigation Measure GHG-2[1] to eliminate natural gas consumption for building energy needs not related to commercial cooking activities. Implementation of Mitigation Measure GHG-2 would result in an increase in electricity consumption and a decrease in natural gas consumption from what is shown in Tables 5.6-6 and 5.6-7; however, the exact extent of energy source fuel switching is unknown because the exact natural gas needs for potential commercial cooking activities is unknown. Therefore, these estimates assume an unmitigated energy scenario.

[1] See Section D.3, *Greenhouse Gas Emissions*.

As described above and within Section 5.6, *Energy*, of the Draft EIR, the ORSC's natural gas consumption would not be considered wasteful, inefficient, or unnecessary, and this impact would be less than significant.

Transportation Fuel Consumption

Operation of the ORSC would consume transportation energy from the use of motor vehicles (e.g., gasoline, diesel, compressed natural gas, and electricity). Table 5.6-8, *Ontario Regional Sports Complex Transportation Fuel Consumption*, in Section 5.6 of the Draft EIR shows the estimated fuel usage of the ORSC compared to the existing county consumption estimates in Table 5.6-4.

As shown in this table, the ORSC site would result in lower per capita transportation fuel usage for gasoline-, diesel-, and compressed natural gas-powered vehicles. Because of State and federal vehicle fuel efficiency standards, the average fuel efficiency for vehicles used by employees and visitors of the ORSC site is anticipated to improve with each year as older and less fuel-efficient vehicles are retired and replaced with newer, more fuel-efficient vehicles or vehicles powered by alternative fuel sources (e.g., electricity, hydrogen). Therefore, the ORSC site is anticipated to result in lower per capita transportation fuel consumption. Moreover, incremental vehicle fleet turnover in future years would decrease reliance on fossil fuels and slowly shift a greater proportion of transportation energy needs to electricity, which will incrementally increase the ORSC's reliance on renewable energy sources through electricity utility compliance with SB 100.

Furthermore, the ORSC site would include pedestrian and bicycle amenity improvements that would encourage the use of active transportation modes (e.g., biking and walking). Improving the nearby active transportation infrastructure would encourage less travel by single-occupancy-passenger vehicle, which would further contribute to minimizing per capita VMT.

Summary

Overall, regulatory compliance (e.g., Building Energy Efficiency Standards, CALGreen, RPS, and Corporate Average Fuel Economy standards) will increase building energy efficiency and vehicle fuel efficiency and reduce building energy demand and transportation-related fuel usage. Additionally, the ORSC site would include design features pursuant to the applicable energy efficiency requirements in effect at the time the respective building undergoes permitting, encourage active transportation, and incorporate renewable energy generation that will contribute to minimizing building and transportation-related energy demands overall and demands on nonrenewable sources of energy. Implementation of the ORSC would not result in inefficient, wasteful, or unnecessary energy consumption. Therefore, this impact would be less than significant.

Finding. The Proposed Project would have less than significant direct or indirect impacts relating to wasteful, inefficient, or unnecessary consumption of energy resources. Accordingly, no changes or alterations to the Proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds. (Draft EIR pg. 5.6-16)

Impact 5.6-2: The ORSC would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency.

California Renewable Portfolio Standard Program

The state's electricity grid is transitioning to renewable energy under California's RPS Program. Renewable sources of electricity include wind, small hydropower, solar, geothermal, biomass, and biogas. In general, California has RPS requirements of 33 percent renewable energy by 2020 (SB X1-2), 40 percent by 2024 (SB 350), 50 percent by 2026 (SB 100), 60 percent by 2030 (SB 100), and 100 percent by 2045 (SB 100). SB 100 also establishes RPS requirements for publicly owned utilities that consist of 44 percent renewable energy by 2024, 52 percent by 2027, and 60 percent by 2030. The statewide RPS requirements do not directly apply to individual development projects, but to utilities and energy providers such as SCE, whose compliance with RPS requirements would contribute to the State of California objective of transitioning to renewable energy. The land uses accommodated under the ORSC would comply with the current and future iterations of the Building Energy Efficiency Standards and CALGreen.

Ontario Community Climate Action Plan

The City adopted a Community Climate Action Plan (CCAP) to implement a plan to reduce GHG emissions to achieve SB 32 emission reduction targets by year 2030 and additional reductions beyond year 2030. While the CCAP's primary focus is reducing community-wide GHG emissions, a main strategy in the plan relates to improving energy efficiency, reducing fossil fuel energy consumption, and promoting renewable energy consumption in its place. As demonstrated in Table 5.8-7, *Ontario Regional Sports Complex Consistency with CCAP Strategies*, in the Draft EIR, the ORSC would be generally considered consistent with the City's CCAP and consistent with its energy efficiency and renewable energy strategies.

The ORSC would be required to comply with the version of the CBSC, including the Building Energy Efficiency Standards in Part 6, that is in effect at the time that each proposed structure is designed. Currently, the 2022 Building Energy Efficiency Standards require that new structures of specified occupancy types either include rooftop solar systems or be designed in such a way they achieve the same energy efficiency as if solar were included. The ORSC would involve pedestrian and active transportation improvements throughout and adjacent to the ORSC site, such as sidewalks and bicycle lanes, that would reduce VMT and transportation fuel consumption. Moreover, the ORSC would comply with applicable water efficiency standards in CALGreen to reduce the amount of water and electricity consumed for treatment and transport during operation. These features support the ORSC's consistency with the City's CCAP strategies that are focused on energy efficiency and renewable energy. Therefore, the ORSC would be consistent with the California RPS program and the City's CCAP, and this impact would be less than significant.

Finding. The Proposed Project would have less than significant direct or indirect impacts relating to conflict with or obstruction of a state or local plan for renewable energy or energy efficiency. Accordingly, no changes or alterations to the Proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds. (Draft EIR pg. 5.6-17)

7. Geology and Soils

Impact 5.7-1: Project occupants and visitors would be subject to potential seismic-related hazards resulting in risks to life or property.

Seismic-related hazards were studied within the Geotechnical Investigation (see Appendix F2 of the Draft EIR), which included site-specific recommendations for Planning Area 1 and Planning Area 2. Supplemental geotechnical investigations would be required to evaluate seismic hazards on the remaining portion of the ORSC site and Offsite Improvement Area in compliance with the Seismic Hazard Mapping Act, and the California Building Code (CBC), and the City of Ontario's Municipal Code.

Earthquakes and Ground Rupture

The ORSC site is not within an Alquist-Priolo earthquake fault zone. Several other large active fault systems, including the Whittier, San Jacinto, Sierra Madre, and San Andreas faults, occur in the region surrounding the site. These fault systems, in large part, control the geologic structure of southern California. The potential for surface rupture at the site is considered remote. Therefore, the construction and operation of the ORSC would not directly or indirectly expose people or structures to substantial adverse effects related to fault rupture. Impacts would be less than significant.

The ORSC site is subject to seismic events (ground shaking) due to its proximity to the fault systems mentioned above. However, the ORSC would comply with the standards of the CBC and Ontario Municipal Code to ensure that structures designed for human occupancy would meet earthquake resistance standards. These standards would reduce impacts from seismic ground shaking to a less than significant level.

Landslides and Seismically Induced Soil Hazards

The ORSC site and the area surrounding the site are relatively flat. There are no slopes within or adjacent to the site. Furthermore, according the California Geological Survey's Deep-Seated Landslide Susceptibility Map, the ORSC site is in an area of low landslide hazard susceptibility. Development of the ORSC would have less than significant impacts with respect to landslide hazards.

Due to the great depth of the groundwater and upon accomplishment of the proposed removals, the potential for dry sand settlement at the ORSC site is minimal. The 2023 Geotechnical Investigation of the stadium site (2023 study) estimated that 0.70 inch of total seismically induced ground settlement may occur at the site under modeled earthquake conditions. Impacts associated with dry sand settlement would therefore be less than significant. Additionally, due to the depth to groundwater on the site and its vicinity (approximately 190 feet below the existing ground surface), the potential for liquefaction based on the existing conditions is low. The ORSC would have less than significant impacts with respect to liquefaction hazards.

Other Earthquake Hazards

A seiche is a free or standing-wave oscillation on the surface of water in an enclosed or semi-enclosed basin. The wave can be initiated by an earthquake and can vary in height from several centimeters to a

few meters. The potential for a seiche impacting the property is considered nonexistent because the ORSC site is not within proximity to a body of water large enough to result in a seiche. Impacts would therefore be less than significant.

Similarly, the ORSC site would not be subject to tsunami hazards. The ORSC site is more than 30 miles from the Pacific Ocean and not within the State of California Tsunami Inundation Zone. Impacts would therefore be less than significant.

Finding. The Proposed Project would have less than significant direct or indirect impacts relating to seismic-related hazards. Accordingly, no changes or alterations to the Proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds. (Draft EIR pg. 5.7-10)

Impact 5.7-2: Unstable geologic unit or soils conditions, including soil erosion, could result from development of the ORSC resulting in risks to life or property but compliance with the CBC and Ontario Municipal Code would reduce impacts.

Soils on the ORSC site were studied within the Geotechnical Investigation (see Appendix F2 of the Draft EIR). Site-specific recommendations for grading were identified for Planning Area 1 and Planning Area 2. In compliance with California Health and Safety Code Sections 17953 to 17955 and Section 1802 of the CBC, supplemental studies will be also required to provide additional recommendations for the remaining area ORSC site and Offsite Improvement Area. The City requires compliance with the CBC through Title 8, Chapter 1, Section 8-1.01 of the Ontario Municipal Code.

Erosion

The ORSC would involve the grading the 199-acre site to remove or relocate the organic matter associated with historical dairy operations on the site in addition to offsite construction on surrounding roadways. Trenching, grading, and compacting associated with the construction of buildings; the modification, construction, and relocation of underground utility lines; and installation of landscaping and construction of hardscape could expose onsite soil to wind and water erosion during construction activities. Compliance with the CBC and Ontario Municipal Code and review of grading plans by the City Engineer would ensure no significant impacts would occur. As such, development of the ORSC would not result in significant impacts with regard to soil erosion.

Compressible Soils

According to the 2015 Geotechnical Investigation for the Armstrong Specific Plan EIR (2015 study), the undocumented artificial fill and upper portions of the young alluvial fan deposits onsite were considered compressible and unsuitable to support the proposed improvements under the residential Armstrong Ranch Specific Plan development. Therefore, the ORSC site could expose persons or structures to potentially significant hazards from compressible soils. The 2023 study recommended that prior to placement of compacted fills, all nonengineered fills and loose, porous, or compressible soils be removed down to competent ground. The study further notes that removed and/or overexcavated soils may be moisture conditioned and recompacted as engineered fill, except for soils

containing detrimental amounts of organic material. The recommended depths of soil removals are in Appendix F2 of the Draft EIR.

Therefore, compliance with the CBC and Ontario Municipal Code, in addition to review of grading plans by the City Engineer and incorporation of recommendations from the project geotechnical investigations, would ensure no significant impacts would occur.

Expansive Soils

The 2015 study concluded that the soils on the studied portion of the ORSC site have a low to medium expansion potential. The 2023 study concluded that soils at the ORSC site have a very low expansion classification. The 2023 study recommends that potential expansive properties of the soils be reassessed and verified at the completion of rough grading. Compliance with the CBC and Ontario Municipal Code and recommendations of the respective geotechnical investigations and City Engineer would ensure that impacts associated with expansive soils are reduced to less than significant.

Corrosive Soils

The 2015 study classified the soils on the studied area of the ORSC site as "severely corrosive" to buried metals. According to the Natural Resource Conservation Service web soil survey, an approximately 52-acre portion of the site underlain by Hilmar loamy fine sand has a high corrosion potential for steel. The remaining portion of the site underlain by Delhi fine sand has a low corrosion potential. The 2023 study supports these conclusions, noting that the ORSC site soils that were tested have a soil reactivity of 6.8, an electrical resistivity of 770 ohm-cm, and a chloride content of 153 ppm. These results indicate that the ORSC site soils are corrosive to ferrous (iron) metals. The 2015 study and 2023 study provide recommendations to correct and reduce existing onsite soils and geotechnical conditions of the ORSC site. The incorporation of these recommendations in addition to compliance with the CBC and review from the City Engineer would ensure that impacts are less than significant.

Lateral Spreading

Lateral spreading is a horizontal ground movement that can occur in saturated soft soils as a response to severe ground shaking or rapid loading. Because saturated soils have high water content, there normally is little or no lateral support to prevent them from bulging out from under a heavy load during seismic vibration or rapid filling. Due to the depth of groundwater (approximately 190 feet below the existing ground surface) and the low moisture level of the soil, the potential for lateral spreading on the site is considered low. The incorporation of the recommendations from the studies of the remaining portions of the ORSC site would ensure that impacts regarding lateral spreading for the whole of the ORSC site are less than significant.

Subsidence

There is a potential for subsidence in the Ontario area due to groundwater pumping and extraction from the Chino Basin. It is anticipated that if subsidence due to groundwater extraction were to occur, it would affect the entire region and not result in significant differential settlement across the site. Additionally, the 2023 study reports that soils at the ORSC site have a subsidence factor of 0.15 foot

and notes that the degree to which fill soils are compacted may require adjustments in grades near the completion of grading to balance the earthwork.

Finding. The Proposed Project would have less than significant direct or indirect impacts relating to erosion and other soils hazards. Accordingly, no changes or alterations to the Proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds. (Draft EIR pg. 5.7-12)

Impact 5.7-3:	**Soil conditions may not adequately support proposed septic tanks but no septic tanks are proposed.**

The ORSC would not include septic systems. Option 2 for the sewer improvements involves the installation of new sewer infrastructure to serve the ORSC site, as shown in Figure 3-9, *Sewer Infrastructure*, in Chapter 3, *Project Description* in the Draft EIR. The ORSC and Offsite Improvements would not result in any impact with respect to soil conditions for septic tanks.

Finding. The Proposed Project would have no direct or indirect impacts relating to soil unsuitable for septic tanks. Accordingly, no changes or alterations to the Proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds. (Draft EIR pg. 5.7-12)

Impact 5.7-4:	**For Impact 5.7-4, refer to Section C, *Findings on Significant Environmental Impacts That Can Be Reduced to a Less Than Significant Level.***

8. Greenhouse Gas Emissions

Impact 5.8-1	**For Impact 5.8-1, refer to Section D, *Significant and Unavoidable Impacts That Cannot Be Mitigated to Below the Level of Significance.***

Impact 5.8-2	**For Impact 5.8-2, refer to Section D, *Significant and Unavoidable Impacts That Cannot Be Mitigated to Below the Level of Significance.***

9. Hazards and Hazardous Materials

Impact 5.9-1:	**Construction and operation of the ORSC site and construction of the sewer alignment could involve the transport, use, and/or disposal of hazardous materials; however, compliance with existing local, state, and federal regulations would ensure impacts are minimized.**

Hazardous materials (e.g., fuel, oils, solvents, paints) would be routinely transported, stored, and used at the ORSC site during construction. Because the ORSC and sewer alignment in the Offsite Improvement Area would result in soil disturbance greater than one acre, management of soil and

hazardous materials during construction activities would be subject to the requirements of the Stormwater Construction General Permit (see Section 5.10, *Hydrology and Water Quality,* of the Draft EIR), which requires preparation and implementation of a Stormwater Pollution Prevention Plan (SWPPP) that includes hazardous materials storage requirements. The handling, use, transport, and disposal of hazardous materials during the construction phase of the ORSC would also comply with existing regulations of the Environmental Protection Agency (EPA), the San Bernardino County Environmental Health Division, Occupational Safety and Health Administration (OSHA), California Division of Occupational Safety and Health, and US Department of Transportation.

Operation of the ORSC may involve the routine storage and use of small quantities of commercially available hazardous materials for routine maintenance (e.g., paint, cleaning supplies, and fuel). Any hazardous materials used during operation of the ORSC would be transported, used, stored, and disposed in accordance with existing regulations and product labeling, thereby minimizing the hazard to the public and the environment. If storage of hazardous materials exceeds specific quantities during project operation, the ORSC would be required to comply with existing hazardous materials regulations, including preparation of a hazardous materials business plan, as enforced by the San Bernardino County Department of Environmental Management.

The routine transportation, use, and disposal of hazardous materials during construction and operation may pose health and safety hazards to workers if the hazardous materials are improperly handled, or to nearby residents and the environment if the hazardous materials are accidentally released into the environment. The routine handling and use of hazardous materials by workers would be performed in accordance with OSHA regulations, which include training requirements for workers and a requirement that hazardous materials are accompanied by manufacturer's Safety Data Sheets. Cal/OSHA regulations include requirements for protective clothing, training, and limits on exposure to hazardous materials. Compliance with these existing regulations would ensure that workers and nearby residents are protected from exposure to hazardous materials that may be transported, stored, or used onsite. There are no schools within 0.25 miles, so no impacts would occur with respect to use and emission of hazardous materials near schools.

Construction and operation of the ORSC and sewer alignment in the Offsite Improvement Area would comply with the above hazardous materials safety regulations, and compliance with these regulations would reduce impacts to less than significant.

Finding. The Proposed Project would have less than significant director indirect impacts relating to transport, use, and disposal of hazardous materials, to release of hazardous materials, and to emission and handling of hazardous materials, substances, or waste. Accordingly, no changes or alterations to the Proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds. (Draft EIR pg. 5.9-33)

Impact 5.9-2: For Impact 5.9-2, refer to Section C, *Findings on Significant Environmental Impacts That Can Be Reduced to a Less Than Significant Level.*

Impact 5.9-3: The ORSC site is in the Influence Areas of the Ontario International Airport and Chino Airport but would not result in a safety hazard or excessive noise associated with the airports.

The ORSC site is approximately 2.8 miles south of the Ontario International Airport (ONT or ONT-IAC) and approximately 2.2 miles northeast of the Chino Airport. It is within the Influence Areas of both airports but outside the Safety Zones of both airports. The ORSC site is also outside of the noise contours of both airports as well. The ORSC site is, however, within the Federal Aviation Administrator (FAA) Height Notification Surface zone for ONT, which requires the FAA to be notified of any construction that would result in a structure that exceeds a 100:1 slope projecting 20,000 feet from the nearest ONT runway. FAA notification would be required if the structures at the ORSC would exceed 200 feet in height. The ORSC would not develop any structures exceeding this height; the tallest structures, which are the light poles, would be 110 feet above ground level.

A consistency determination analysis has been completed by the City for submittal to ONT-IAC and is included as Appendix N to the Draft EIR and found no conflicts with the airport safety zones. Therefore, the ORSC would have less than significant impacts with respect to airport hazards.

Finding. The Proposed Project would have less than significant direct or indirect impacts relating to safety hazard or excessive noise for people residing or working in the project area located within an airport land use plan. Accordingly, no changes or alterations to the Proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds. (Draft EIR pg. 5.9-38)

Impact 5.9-4: For Impact 5.9-4, refer to Section C, *Findings on Significant Environmental Impacts That Can Be Reduced to a Less Than Significant Level.*

Impact 5.9-5: The ORSC site is not in a designated fire hazard zone and would not expose structures to fire danger.

The ORSC site is not in a designated fire hazard severity zone but in a primarily suburban and agricultural area, and it does not contain unique slopes or other factors that would exacerbate wildfire risks. The ORSC would therefore not expose people or structures to a significant risk of loss, injury, or death involving wildland fires. The ORSC would have less than significant impacts with regard to fire hazards.

Finding. The Proposed Project would have less than significant direct or indirect impacts relating to wildland fires. Accordingly, no changes or alterations to the Proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds. (Draft EIR pg. 5.9-38)

Impact 5.10-1: The ORSC would not violate water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality.

Construction

Clearing, grading, excavation, and construction activities associated with the ORSC, which includes development on the ORSC site and Offsite Improvement Area, have the potential to impact water quality through soil erosion and increasing the amount of silt and debris carried in runoff. Additionally, the use of construction materials, such as fuels, solvents, and paints, may present a risk to surface water quality. Finally, the refueling and parking of construction vehicles and other equipment onsite during construction may result in oil, grease, or related pollutant leaks and spills that may discharge into the storm drain system.

To minimize these potential impacts, future development associated with the ORSC would require compliance with the Construction General Permit (CGP) Order WQ 2022-0057-DWQ, which includes the preparation and implementation of a Stormwater Pollution Prevention Plan (SWPPP). In addition, the City of Ontario requires as a standard condition of approval that an erosion and sediment control plan be submitted prior to grading plan approval and the issuance of a grading permit. Implementation of the erosion control plan would address any potential erosion issues associated with proposed grading and site preparation activities associated with the ORSC.

Submittal of the permit registration documents and implementation of the SWPPP and the erosion control plan throughout the construction phase of the ORSC would address anticipated and expected pollutants of concern as a result of construction activities, which could include equipment fuels, sediment, paints, cleaning solvents, and other construction materials. The ORSC would comply with all applicable water quality standards and waste discharge requirements. As a result, water quality impacts associated with construction activities under the ORSC would be less than significant.

Operations

Once the ORSC has been constructed, urban runoff could include a variety of contaminants that could impact water quality. Runoff from buildings and parking lots typically contain oils, grease, fuel, antifreeze, byproducts of combustion (such as lead, cadmium, nickel, and other metals), as well as fertilizers, herbicides, pesticides, and other pollutants.

According to the Santa Ana Regional Water Quality Control Board (RWQCB) MS4 permit, the ORSC would be classified as a Priority Development Project because it would create more than 10,000 square feet of impervious surfaces. Therefore, preliminary and final Water Quality Management Plans (WQMPs) would be required for the ORSC under the MS4 permit prior to the start of construction. The WQMPs would identify Best Management Practices (BMPs) for prevention of stormwater pollution during the post-construction phase, including site-design, source-control, and/or treatment BMPs.

Preliminary stormwater control plans for the ORSC include the use of the offsite Mill Creek Wetlands, which can accommodate a runoff discharge volume from up to 120 acres of the ORSC site associated with the open space-recreation land uses. The Mill Creek Wetlands is an approximate 52-acre wetland along the Cucamonga Creek Channel near its intersection with Chico Corona Road in the City of Eastvale south of Ontario. Runoff from the ORSC site would be conveyed via the Cucamonga Creek Channel to the Mill Creek Wetlands to the south. The use of this regional BMP will be in addition to onsite BMPs, which may include bio-retention areas, underground detention facilities, and permeable landscaping and planter areas.

The ORSC would comply with the BMPs in the WQMPs in addition to all State, County, and local regulations regarding stormwater runoff during the operational phase. Therefore, water quality standards and waste discharge requirements would not be exceeded, and surface water and groundwater quality would not be degraded. Impacts would be less than significant.

Finding. The Proposed Project would have a less than significant direct or indirect impacts relating to surface or groundwater quality. Accordingly, no changes or alterations to the Proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds. (Draft EIR pg. 5.10-21)

Impact 5.10-2: The ORSC would not substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the ORSC may impede sustainable groundwater management of the basin.

Groundwater Use

Ontario obtains its groundwater from the Chino Groundwater Basin, which makes up approximately 46 percent of the city's water supply. The Ontario Municipal Utility Company ensures that domestic demands do not exceed the safe yield for the basin, consistent with the Chino Basin Watermaster's Optimum Basin Management Program. The estimated water demand of the ORSC is 242 acre-feet-year (afy). The water demand and supply analysis in the City's 2015 and 2020 Urban Water Management Plans (UWMP) accounted for the development of the ORSC site under the Armstrong Ranch Specific Plan, which had an estimated water demand of 606 afy. The 2015 and 2020 UWMPs stated that the City's available water supply would meet the projected water demands during normal, single dry, and multiple dry years. Therefore, the ORSC's water demand would be met by the City's existing available water supply documented in the 2015 and 2020 UWMPs. The ORSC would not substantially deplete groundwater supplies.

Construction activities for the ORSC would involve the excavation and removal of over 66,000 cubic yards of material from the ORSC site at a maximum depth of about three feet. The groundwater level at the ORSC site is estimated to be 160 to 190 feet below ground level (see Appendix G2 of the Draft EIR). Therefore, groundwater would not be encountered during excavation, and dewatering is not required.

Additionally, the ORSC site contains several active wells that feed into man-made ponds and channels. In compliance with the Chino Basin Water Master's Well Procedure for Developers, a well

use/destruction plan and schedule for all existing private/agricultural wells shall be submitted to the City for approval prior to the issuance of permits for any construction activity.

The ORSC would also be required to comply with the State water efficiency requirements and install low-flow water fixtures as specified in the CALGreen and California Plumbing Codes and the Model Water Efficiency Landscape Ordinance (MWELO) requirements for water efficient landscaping. As determined by the water supply assessment in Appendix M of the Draft EIR, the City can meet the water demand for the ORSC, and impacts to groundwater supplies would be less than significant.

Groundwater Recharge

Although development of the ORSC would increase the amount of impervious surfaces and could potentially impact groundwater recharge, the ORSC is required to implement BMPs and low-impact development measures in accordance with the County WQMP guidance and the regional MS4 permit. Runoff would be conveyed to the Lower Cucamonga Creek Spreading Grounds, a groundwater recharge site south of the ORSC site. Additionally, the Mill Creek Basin would accommodate the discharge runoff volume from up to 120 acres of the ORSC's open space-recreation land uses. With implementation of stormwater control measures to be included in the preliminary and final WQMPs for the ORSC, operation of the ORSC would not substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the ORSC may impede sustainable groundwater management of the basin. Therefore, impacts on groundwater recharge would be less than significant.

Finding. The Proposed Project would have less than significant direct or indirect impacts relating to impediment of sustainable groundwater management of the basin. Accordingly, no changes or alterations to the Proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds. (Draft EIR pg. 5.10-22)

Impact 5.10-3: The ORSC would increase impervious surfaces but would not substantially alter the existing drainage pattern in a manner which would result in substantial erosion or siltation, and/or flooding.

Erosion and Siltation

The ORSC would involve excavation and removal of between two and three feet of organic material from the ORSC site in addition to mass grading of the site and trenching within the Offsite Improvement Area for the sewer alignment. These activities could result in erosion or siltation. If not controlled, the transport of these materials to local waterways could temporarily increase suspended sediment concentrations and release pollutants attached to sediment particles. To minimize this impact, the ORSC would be required to comply with the requirements in the State's CGP, including preparation of a notice of intent and SWPPP prior to the start of construction activities. The SWPPP would describe the BMPs to be implemented during the ORSC's construction activities.

In addition, the City of Ontario requires preparation of an erosion and sediment control plan and implementation of BMPs to control erosion, debris, and construction-related pollutants. This would further reduce the potential for erosion and siltation during the construction phase.

For post-construction, the ORSC would be required to control stormwater discharges under National Pollution Discharge Elimination System (NPDES) Permit No. CAS618036 through preparation of WQMPs identifying BMPs for reducing or eliminating runoff. Collectively, implementation of BMPs outlined in the SWPPP, erosion and sediment control plans, and the WQMPs would address anticipated erosion and siltation impacts. Therefore, the ORSC would not result in substantial erosion or siltation on- or offsite.

Flooding On- and Offsite

The ORSC would increase the amount of impermeable surfaces at the ORSC site, which has the potential to result in on- and offsite flooding. The ORSC would implement BMPs in SWPPPs to reduce flooding impacts due to runoff during construction and BMPs in WQMPs to reduce the potential for post-construction flooding impacts. In compliance with the City's standard conditions of approval for new development, hydrology studies and drainage analyses will be prepared to determine the peak runoff rates from the developed site and evaluate the capacity of the storm drain system to accept these flow rates. The ORSC would also extend storm drains in Riverside Drive to the ORSC site and within proposed internal roadways, including within Ontario Avenue. These improvements would involve construction within a portion of the San Bernardino County Flood Control District (SBCFCD) right-of-way at the northeastern corner of the ORSC site on Riverside Drive and an easement along the southern boundary of the ORSC site on Chino Avenue. The ORSC would require an encroachment permit from SBCFCD for these improvements.

The BMPs determined in the preliminary and final WQMPs and planned drainage improvements would reduce the potential for on- and offsite flooding during the operational phases. Therefore, the ORSC would not result in flooding on- or offsite.

Surface Runoff and Capacity of Storm Drain System

Stormwater from the ORSC would drain into onsite storm drains and be initially conveyed to the Lower Cucamonga Creek Spreading Grounds south of the site, and eventually into the Cucamonga Creek Channel. In compliance with the regional MS4 Permit and San Bernardino County Stormwater Program, the ORSC would be required to install stormwater treatment BMPs that retain the 2-year, 24-hour rainfall event. These BMPs, which will be included in the preliminary and final WQMPs, would ensure that surface runoff from the ORSC would not exceed the capacity of the local storm drain system and reduce the impacts of any increases in surface water flows that enter the storm drainage systems. Impacts would be less than significant.

Redirecting Flood Flows

Since the ORSC is required to comply the regional MS4 Permit and detain the ORSC's design capture volume, any flood flows would also be detained temporarily through either onsite BMPs or the use of designated offsite drainage basins. This would minimize the potential for flooding impacts from the ORSC site. Impacts related to impeding or redirecting flood flows would be less than significant.

Finding. The Proposed Project would have less than significant direct or indirect impacts relating to alteration or addition of impervious surfaces. Accordingly, no changes or alterations to the Proposed

Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds. (Draft EIR pg. 5.10-24)

Impact 5.10-4: The ORSC would not exacerbate risk of flood hazards, tsunamis, or seiches or risk release of pollutants due to inundation.

The ORSC site is not within a 100-year floodplain, per the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map No. 06071C8638H5, dated August 28, 2008. While the ORSC site is immediately west of the Cucamonga Channel, the channel is considered to have sufficient capacity to convey flood flows (100-year, 24-hour storm event) for the Ontario sphere of influence and upstream drainages. The ORSC would be required to prepare a hydrological study, as required for projects in 500-year floodplains by TOP 2050. This would ensure that the ORSC would not exacerbate risk of flood hazards at the ORSC site.

Additionally, the ORSC site is within the dam inundation zone of San Antonio Dam. The dam is owned and operated by the USACE and functions as a flood control and debris dam for San Antonio Creek. Dam inundation is characterized as of medium concern in the City's Local Hazard Mitigation Plan and the City of Ontario has never been impacted by a major dam failure. In addition, dam owners are required to maintain emergency action plans (EAPs) that include procedures for damage assessment and emergency warnings. Because the likelihood of catastrophic failure of the San Antonio Dam is very low and the City has EAP notification procedures, impacts of release of pollutants due to dam inundation are considered less than significant.

There are no large bodies of water that would result in a seiche during seismic activity. The ORSC site is inland and approximately 30 miles from the ocean and is not at risk of flooding due to tsunamis. Therefore, impacts associated with the release of pollutants due to inundation would be less than significant.

Finding. The Proposed Project would have less than significant direct or indirect impacts relating to risk of release of pollutants due to project inundation. Accordingly, no changes or alterations to the Proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds. (Draft EIR pg. 5.10-25)

Impact 5.10-5: The ORSC would not obstruct or conflict with the implementation of a water quality control plan or sustainable groundwater management plan.

The City's groundwater supplies are from the Chino Groundwater Basin, which is adjudicated and managed by the Chino Basin Watermaster. The Chino Basin is exempt from legislative requirements under the Sustainable Groundwater Management Act because it is an adjudicated basin, so it is not required to prepare a groundwater sustainability plan. Because the Chino Basin does not have a sustainable groundwater management plan, the ORSC would not obstruct or conflict with a sustainable groundwater management plan.

Adherence to the State CGP, implementation of the SWPPP, and adherence to the City's Erosion and Sediment Control Plan requirements would also ensure that surface and groundwater quality are not

adversely impacted during construction. The ORSC would be required to comply with the region's water quality control plan (i.e., the Santa Ana River Basin Plan) and to control pollutants in discharges of stormwater from post-construction activities under NPDES Permit No. CAS618036 through preparation of WQMPs identifying BMPs for prevention of stormwater pollution during the post-construction phase, including site-design, source-control, and/or treatment BMPs. Therefore, the ORSC would not obstruct or conflict with the RWQCB's Basin Plan or any groundwater management plan, and impacts would be less than significant.

Finding. The Proposed Project would have less than significant direct or indirect impacts relating to conflict with or obstruction of a water quality control plan or sustainable groundwater management plan. Accordingly, no changes or alterations to the Proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds. (Draft EIR pg. 5.10-25)

11. Land Use and Planning

Impact 5.11-1: The ORSC would not divide an established community.

The ORSC site currently consists of primarily agricultural land, a limited number of residences, and miscellaneous commercial uses. The closest established residential communities to the ORSC site are the Countryside Specific Plan neighborhood to the east of the ORSC site and the Vineyard South neighborhood north of the ORSC site. The sewer alignment in the Offsite Improvement Area is below ground and would not divide an established community.

The ORSC would develop the ORSC site with a baseball stadium, retail and hospitality uses, and a variety of indoor and outdoor community sports facilities. To accommodate the proposed uses on the ORSC site, Riverside Drive and Ontario Avenue would be widened, and Vineyard Avenue would be extended south of Riverside Drive to Chino Avenue. These roadway improvements would also help to improve connection between the communities surrounding the ORSC site. All development would occur within the boundaries of the ORSC site and in surrounding roadways, and therefore would not physically divide an existing community. Impacts would be less than significant.

Finding. The Proposed Project would have less than significant direct or indirect impacts relating to physical division of an established community. Accordingly, no changes or alterations to the Proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds. (Draft EIR pg. 5.11-6)

Impact 5.11-2: Project implementation would not conflict with applicable plans adopted for the purpose of avoiding or mitigating an environmental effect. [Threshold LU-2]

City of Ontario

Consistency with TOP 2050

The ORSC development would require a General Plan Amendment to redesignate approximately 156 acres of land designated Low Density Residential (LDR) and Medium Density Residential (MDR) to Open Space Parkland (OS-P) and redesignate an additional 34 acres of LDR to Hospitality for the proposed baseball stadium, ancillary/supportive retail, and lodging uses, as shown in Figure 3-15, *Proposed General Plan Amendment of the Project Area,* in Chapter 3, *Project Description,* in the Draft EIR.

Land Use Designations

As stated in Table LU-02 of The Ontario Plan (TOP) 2050, Land Use Designations Summary Table, the OS-P designation is intended for recreational facilities such as tot-lots, parks, golf courses, and sports complexes and joint-use facilities with schools, utilities, and drainage facilities. The recreation uses under the ORSC—the soccer and baseball fields (Planning Area 5), indoor athletic facility (Planning Area 6), and community recreation center area (Planning Area 7)—are consistent with the intent of the OS-P designation.

The remaining 34 acres of the ORSC site would be designated under TOP 2050's Hospitality (HOS) designation. This designation is intended for regional-serving, tourist-serving, retail, entertainment, and service uses such as convention centers, hotels/motels, and restaurants. Planning Areas 1 through 4 would be developed with a baseball stadium, supporting retail uses, and a hotel, which are consistent with the intent of the Hospitality designation.

The proposed redesignation to Hospitality and Open Space would not result in physical impacts to the environment because it would not conflict with Ontario's policies adopted for the purpose of reducing or avoiding an environmental impact. Therefore, impacts would be less than significant.

Goals and Policies

The ORSC would also be consistent with the goals and policies of TOP 2050 Policy Plan, detailed in Section 5.11, *Land Use and Planning*, of the Draft EIR. As explained on pages 5.11-7 through 5.11-8 of the Draft EIR, the ORSC would not conflict with Ontario's policies adopted for the purpose of reducing or avoiding an environmental impact. Therefore, impacts would be less than significant.

Consistency with Development Code

The zoning for the ORSC site would also be amended to align with the proposed General Plan designations—51.57 acres would be rezoned to Convention Center Support Retail (CCS) to implement the Hospitality (HOS) designation, and 134.42 acres would be rezoned to Open-Space Recreation (OS-R) to implement the Open Space-Park (OS-P) designation. As stated in Section 5.01.005, Establishment of Base Zoning Districts, of the Ontario Development Code, the CCS zoning district

is intended to accommodate uses developed at a maximum intensity of 1.0 floor area ratio, and the OS-R district is intended to accommodate open space uses such as public parks and recreation centers.

ORSC development in the CSS zoning district would be required to comply with the development standards in Section 6.01.015, Commercial Zoning Districts, which includes provisions such as a maximum floor area ratio of 1.0 for all commercial buildings and a maximum building height of 55 feet. The proposed uses would also be required to comply with the City parking requirements listed in Table 6.03-1 of Chapter 6, Development and Subdivision Regulations. The ORSC would not conflict with Ontario's policies adopted for the purpose of reducing or avoiding an environmental impact. Therefore, impacts would be less than significant.

Consistency with SB 330 and SB 166

SB 330

Because the ORSC will replace areas planned for residential use with nonresidential uses, the loss in residential capacity must be offset by increasing the residential capacity by an equal amount elsewhere in the city to comply with SB 330, which mandates there be no net loss of residential capacity citywide.

TOP 2050 planned for a total of 1,471 units in the areas designated LDR and MDR in ORSC site. To offset this loss, 94 acres along the Vineyard Corridor, south of the ORSC site, would be assigned a more intense land use designation, changing from LDR to MDR. The current land use designation in the Vineyard Corridor, LDR, allowed up to 424 units under TOP 2050. Because of SB 330, the combined capacity for the ORSC site and the Vineyard Corridor parcels must be maintained, meaning the GPA and Rezone area must support a minimum capacity of 1,895 units (1,471 units to offset the Proposed Project plus 424 units to account for the existing capacity on the parcels where growth potential will be reallocated). To achieve this, the Proposed Project requires a General Plan Amendment designating the Vineyard Corridor parcels (94 acres) as MDR instead of LDR, creating capacity for 2,075 units, 180 units more than required to comply with SB 330.

SB 166

SB 166 mandates that a jurisdiction maintain an inventory of sites suitable to fulfill its low and very low Regional Housing Needs Allocation (RHNA) obligation at all times, and the 194 units that were allocated to the ORSC site must be reallocated to other suitable sites in the city. To comply with this requirement, two of the parcels in the Vineyard Corridor (19.25 of 94.00 acres) that were identified to accept the units reallocated from the ORSC site for SB 330 compliance will be added to the Housing Element's sites inventory.

To be considered suitable for the development of low- and very low-income housing under state law, the sites must allow a density of 30 dwelling units or greater and meet other requirements. To achieve the required density, TOP land use designation on these properties will be changed to MDR, and the City's zoning designation will be updated to include the affordable housing overlay. The MDR designation allows densities up to 30 units per acre for qualifying projects if the affordable housing overlay zoning district is also applied. With the application of the overlay, the Vineyard Corridor parcels will qualify as sites suitable to support housing affordable to low- and very low-income households. The entire residential capacity of these sites, however, cannot be counted toward the City's low- and

very low-income RHNA obligation. Because the sites along the Vineyard Corridor and the rest of western Ontario Ranch do not have access to infrastructure, State law only allows a portion of the development capacity to be counted toward meeting the City's RHNA obligation. The proportion of units that could be counted as suitable for low- and very low-income housing was based on the anticipated time frame when water and sewer would be available. Because the ORSC will bring backbone infrastructure to the Vineyard Corridor parcels earlier than was anticipated with Armstrong Ranch, it is estimated that the two sites can accommodate 212 units affordable to low- and very low-income households, which is 13 more affordable units than was supported by the four sites that will be removed from the inventory. This surplus of 13 low- and very low-income units in the Housing Element sites inventory can be used to meet future SB 166 requirements.

Consistency with SCAG's Connect SoCal

The ORSC is considered a project of regionwide significance under the criteria in Southern California Association of Governments' (SCAG) Intergovernmental Review Procedures Handbook (November 1995) and Section 15206 of the CEQA Guidelines because it would require a general plan amendment and would construct over 500,000 square feet of commercial building space. This warrants a consistency analysis with SCAG's Connect SoCal goals. As described in Table 5.11-1, *Consistency with SCAG Connect SoCal*, in Section 5.11, *Land Use and Planning*, in the Draft EIR, the ORSC is generally consistent with the overarching goals of Connect SoCal. The ORSC would not conflict with SCAG policies adopted for the purpose of reducing or avoiding an environmental impact.

Consistency with Airport Land Use Plans

The ORSC site is in the Airport Influence Area of ONT, and a portion of the ORSC site is in the Influence Area of Chino Airport. However, the ORSC site is not within the designated safety zones of either airport.

The ORSC site is within the FAA Height Notification airspace boundary for ONT, which requires a project to notify the FAA if it would exceed an imaginary surface extending outward and upward at 100:1 slope for a horizontal distance of 20,000 feet from the nearest runway. The northern boundary of the ORSC site is approximately 14,780 feet south of the nearest ONT runway. The maximum height of the uses under the ORSC would not exceed 147.8 feet and therefore do not require notification of the FAA. A consistency determination analysis for the ONT has been prepared by the City for submittal to ONT IAC and is included as Appendix N to the Draft EIR.

The ORSC would also be required to meet the conditions of the Chino Airport Authority and the 2011 Caltrans Airport Land Use Planning Handbook, including those determining appropriate land uses, maximum population density, maximum site coverage, height restrictions, required notification/ disclosure areas based on the noise contours and runway protection, approach, and Part 77 zones of the adopted Chino Airport Master Plan.

The ORSC would not conflict with airport-related policies adopted for the purpose of reducing or avoiding an environmental impact. Therefore, impacts associated with the ORSC would be less than significant.

Finding. The Proposed Project would have less than significant direct or indirect impacts relating to conflict with land use plans, policies, or regulations adopted for the purpose of avoiding or mitigating an environmental effect. Accordingly, no changes or alterations to the Proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds. (Draft EIR pg. 5.11-11)

12. Mineral Resources

Impact 5.12-1: Implementation of the ORSC would not result in the loss of availability of a known mineral resource.

The ORSC site and Offsite Improvement Area is within MRZ-3, where the significance of mineral deposits cannot be determined from the available data. Development in an MRZ-3 area would not result in significant impacts because mineral resources of statewide or local importance are not identified on the California Geological Survey's P-C maps. The ORSC site is not within an MRZ-2 area; therefore, development of the ORSC site would not result in the loss of availability of a known mineral resource. Therefore, the ORSC would not result in any impacts.

Finding. The Proposed Project would have no direct or indirect impacts relating to availability of a known mineral resource and to the availability of locally-important mineral resource recovery site. Accordingly, no changes or alterations to the Proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds. (Draft EIR pg. 5.12-3)

13. Noise

Impact 5.13-1: For Impact 5.13-1, refer to Section C, *Findings on Significant Environmental Impacts That Can Be Reduced to a Less Than Significant Level.*

Impact 5.13-2: For Impact 5.13-2, refer to Section C, *Findings on Significant Environmental Impacts That Can Be Reduced to a Less Than Significant Level.*

Impact 5.13-3: Construction of the ORSC would create groundborne vibration and groundborne noise but vibration levels would not result in structural damage or vibration annoyance.

Vibration

Construction vibration levels were analyzed at receptors and structures adjacent to the ORSC site. For vibration annoyance, land use most sensitive to construction vibration includes places where people typically sleep, such as residences. Figure 5.13-11, *Maximum Distance to Impact for Construction Vibration*, in Section 5.13, *Noise*, of the Draft EIR, shows the maximum calculated distances to structural and

annoyance impacts for areas surrounding the ORSC site. Construction vibration calculations and results for each receptor can be found in Attachment B of Appendix J1 of the Draft EIR.

Vibration Structural Damage

Vibration-inducing activities that are proposed for construction of the ORSC include the use of vibratory rollers, bulldozers, and dump trucks. The highest vibration level when evaluating for structural damage is 0.1601 peak particle velocity (PPV). This level is predicted to occur at the commercial strip mall at 1919 East Riverside Avenue, which is approximately 32 feet from the ORSC site. This level is below the Federal Transit Administration (FTA) damage impact criteria; therefore, sensitive structures farther away would also have no damage impact from construction of the ORSC. Therefore, impacts would be less than significant.

Vibration Annoyance

Vibration annoyance predictions were calculated to estimate an approximate distance to impact for vibratory rollers, bulldozers, and dump trucks. For an annoyance impact to occur, a vibratory roller would need to be used closer than 27 feet; a large bulldozer would need to be used closer than 12 feet; and a dump truck/loaded truck would need to be used closer than 12 feet. The nearest vibration-sensitive receptor to the proposed work areas is approximately 35 feet away. Therefore, no vibration annoyance is predicted to occur during the construction of the ORSC, and impacts would be less than significant.

Finding. The Proposed Project would have less than significant direct or indirect impacts relating to vibration. Accordingly, no changes or alterations to the Proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds. (Draft EIR pg. 5.13-56)

Impact 5.13-4: The ORSC Site is proximate to the Ontario International Airport and Chino Airport but outside of the noise impact zones; therefore, it would not exposure people to airport-related noise.

The ORSC site is approximately 2.8 miles south of Ontario International Airport and approximately 2.2 miles northeast of the Chino Airport. It is within the influence areas of both airports but outside the safety zones and noise contours of both airports. Therefore, the ORSC would not expose people to substantial levels of airport-related noise, and impacts would be less than significant.

Finding. The Proposed Project would have less than significant direct or indirect impacts relating to airport-related noise. Accordingly, no changes or alterations to the Proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds. (Draft EIR pg. 5.13-56)

14. Population and Housing

Impact 5.14-1: The ORSC would not result in population growth in the city.

Employment

The ORSC would develop the ORSC site with a baseball stadium, retail/hospitality, and city park uses. As shown in Table 5.14-9, *Employment Under the Ontario Regional Sports Complex*, in Section 5.14, *Population and Housing*, in the Draft EIR, the ORSC is expected to result in 1,026 total jobs. According to the US Census Bureau, the City of Ontario had 112,516 jobs in 2020, so the added jobs under the ORSC would result in a 0.9 percent increase of jobs in the city. The total number of jobs forecast under TOP 2050 for the city by 2050 is 296,002. When added to the number of existing jobs in the city, the ORSC's contribution to jobs would not exceed TOP 2050's projection. However, because the ORSC involves a land use change and the uses under ORSC were not considered in the buildout forecast for TOP 2050, the ORSC's contribution to jobs in the city would represent an approximately 0.3 percent increase from TOP 2050's projection. Similarly, though the employment from the ORSC was not considered in SCAG's 2045 employee forecast, it would represent a nominal increase of 0.6 percent from the 2045 projection for the city.

While the ORSC would increase the number of jobs in the City, it is not expected to induce population growth. According to the California Employment Development Department, unemployment in the City was 4,300 in December 2023 (4.6 percent unemployment rate) and 50,700 for San Bernardino County (5 percent unemployment rate). Therefore, the jobs created by the ORSC are expected to be filled by the existing local and regional labor pool. Therefore, population impacts associated with employment under the ORSC would be less than significant.

Housing and Population

The ORSC does not include residential uses. Therefore, the ORSC would not increase the city's population. However, the ORSC would need to comply with SB 330 and SB 166 to offset the loss of housing potential identified in TOP 2050 for the ORSC site. To ensure compliance with State housing laws, the ORSC would redesignate 94 acres along the Vineyard Corridor, south of the ORSC site, to a more intense land use designation—from LDR to MDR. No specific residential project is proposed. This action is solely to replace the housing capacity designated for the ORSC site under TOP 2050 and so comply with State housing laws. The ORSC would therefore not facilitate unplanned population growth due to the production of housing. Impacts would be less than significant.

Finding. The Proposed Project would have less than significant direct or indirect impacts relating to population growth. Accordingly, no changes or alterations to the Proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds. (Draft EIR pg. 5.14-10)

Impact 5.14-2: The ORSC would not result in the displacement of people and/or housing.

The ORSC site is primarily utilized for agricultural use but contains some single-family homes, and development of the ORSC site would require the removal of these rural residential units. This is expected to result in the displacement of one resident at the existing dairy on the property. Furthermore, the City has a vacancy rate of 4.7 percent and therefore is expected to have adequate housing capacity to accommodate the displaced resident. Implementation of the ORSC would not result in the need to rebuild existing homes or construct replacement housing. Therefore, impacts with regard to displacement under the ORSC would be less than significant.

Finding. The Proposed Project would have less than significant direct or indirect impacts relating to displacement of people and housing. Accordingly, no changes or alterations to the Proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds. (Draft EIR pg. 5.14-11)

15. Public Services

Impact 5.15-1: The ORSC would not result in substantial adverse impacts associated with new or altered OFD fire protection and emergency facilities in order to maintain acceptable service ratios, response times or other performance objectives for fire protection and emergency services.

While the ORSC would not contribute to a population increase in the city, it would result in periodic and permanent increases in demand for fire protection and emergency medical services on the ORSC site due to the proposed uses. The increased activity on the site includes employees and attendees of games and events at the proposed baseball stadium, as well as daily employment and visitors of the proposed retail, hotel, and city park and community recreation center uses.

The Ontario Fire Department (OFD) has indicated that Station 3 at 1408 E Francis Street in Ontario would be the primary response station for the ORSC site. Stations 6 and 9 would provide secondary response to the ORSC site. The number of people visiting and working at the ORSC site would fluctuate throughout the year and on a daily basis because the schedule of activities at the proposed baseball stadium and use of the proposed city recreation facilities would vary by sport seasons. Therefore, the potential for accidents and conflicts requiring OFD response may increase, specifically on days with multiple high-attendance events.

OFD has indicated that the department would have the manpower to handle day-to-day events under ORSC. However, OFD also stated that the high-attendance events at the stadium may require additional fire and/or medical teams. Additional staffing needs would be identified through the City's special event permitting process. As events are scheduled, the City would coordinate with OFD to adjust shifts and initiate major tactical alert so that resources can be reallocated on an as-needed basis across OFD's personnel. According to the OFD, no additional employees are required because the additional staffing needed for event days would be handled through temporary staffing (backfill positions/overtime). Therefore, the periodic increases in demand under the ORSC would not require the provision of new or expanded fire facilities, construction of which would have the potential to

cause significant environmental impacts. Fire protection and EMS response to the ORSC site would be accommodated within the City's existing fire service facilities, and development of the ORSC would not result in a significant impact on the ability to maintain adequate level of fire protection service to the area. Development impact fees (DIF) would also be collected in order to build and supply necessary fire and emergency service needs.

Furthermore, all project buildings would be constructed in accordance with the applicable provisions of the adopted CFC; the City's municipal code Section 4-4.01; and standard conditions regarding fire prevention and suppression measures related to water improvement plans, fire hydrants, fire access, and water availability. Additionally, prior to the approval of the ORSC, the City's Building Department and OFD would review building plans to ensure that all applicable fire safety features are incorporated as part of the ORSC. Prior to the approval of occupancy permits for the new buildings, it would be required that the OFD would inspect all new structures to ensure that all fire safety features have been implemented and installed correctly.

The City is also developing a parking and traffic management plan to reduce traffic impacts (see Mitigation Measure TRAF-2 in Section D.5, *Transportation*). The plan will also address circulation improvements and measures within the ORSC site, including event traffic control. The measures in the plan would also ensure that emergency vehicle access is maintained during all high-attendance events at the ORSC site.

As explained above, the ORSC would have less than significant impacts with regard to fire protection and emergency services.

Finding. The Proposed Project would have less than significant direct or indirect impacts relating to fire protection services. Accordingly, no changes or alterations to the Proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds. (Draft EIR pg. 5.15-5)

Impact 5.15-2: The ORSC would not result in substantial adverse impacts associated with new or altered OPD police protection facilities in order to maintain acceptable service ratios, response times or other performance objectives for police protection services.

The ORSC would result in an increase in the level of activity on the ORSC site when compared to existing conditions. Activity on the ORSC site would consist of patrons attending games/events, employees of the stadium and retail/hospitality uses, customers of the retail/hospitality uses, local/regional sports teams/clubs and spectators, and community members using the recreational facilities. While the number of people in and around the ORSC site would fluctuate, the general increase in activity under the ORSC would result in periodic increases in demands for police protection by the Ontario Police Department (OPD).

During periods without events, the ORSC would have typical OPD police protection needs, similar to other entertainment, commercial, hotel, parking, and recreation uses in the city. During high-attendance events, however, an increased level of police protection personnel may be required on- and/or offsite for patrolling and potential response to incidents associated with the large crowds and

increase in pedestrian activity. Additional staffing needs for the department would be identified through the City's special event permitting process. According to the OPD, no additional employees are required because the additional staffing needed for event days would be accommodated using temporary staffing (backfill positions/overtime). As events are scheduled, the City would coordinate with OPD to adjust shifts so that resources can be reallocated on an as-needed basis across OPD's personnel.

As discussed above, the City is preparing a parking and traffic management plan that would address the needs of event traffic control at the proposed stadium (see Mitigation Measure TRAF-2). The City would also coordinate with the OPD to determine in advance if additional staff would be required based upon attendance at the stadium during games and large events through the special events permitting process. OPD does not anticipate any concerns with providing service to the ORSC so long as the ORSC incorporates the recommend lighting and security features required by the City's Municipal Code and traffic-reduction measures in the event traffic management plan. Security lighting features incorporated into the Project Design include:

- Photosensor-operated lighting for all walkways, driveways, doorways, parking areas, and other areas used by the public.
- LED lighting for all fixtures.
- Lighting that is as close to 3400 degrees Kelvin coverage as possible.
- Vandal-resistant lighting fixtures.
- Photometrics plan that details the types of fixtures for OPD review.
- OPD review and consultation on optimum security camera coverage.

Pursuant to the City's existing permitting process, the Building Department would review final site plans for the ORSC to ensure that crime prevention through design measures and other OPD recommendations are incorporated as part of the ORSC. Furthermore, the ORSC would be required to pay DIFs to help offset costs associated with providing police services to the ORSC. Though the ORSC would increase activity on the ORSC site, thereby increasing the number of potential service calls compared to existing conditions, the ORSC would not require the construction or alteration of OPD facilities in order to maintain OPD's performance objectives for police services. Therefore, the ORSC would have less than significant impacts with regard to police protection services.

Finding. The Proposed Project would have less than significant direct or indirect impacts relating to police protection services. Accordingly, no changes or alterations to the Proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds. (Draft EIR pg. 5.15-8)

Impact 5.15-3: The ORSC would not generate new students who would impact the school enrollment capacities of area schools.

The ORSC does not include residential uses and therefore would not increase the student population in the school districts that serve the ORSC site. However, the Armstrong Ranch Specific Plan planned for a potential future school at the ORSC site which is in the attendance boundary of Mountain View School District. Mountain View School District indicated in its response to a questionnaire for the

ORSC (see Appendix K of the Draft EIR) that of all its potential school sites in Ontario Ranch, it would likely first eliminate the Armstrong school site from future consideration since the site is on the western edge of the District's boundaries. The District also stated that the change of planned use for the ORSC site from residential under the Armstrong Ranch Specific Plan to non-residential uses under the ORSC may reduce the need for an elementary school in the vicinity of the ORSC site since new students would not be generated by the ORSC. For these reasons, the District has noted that the ORSC would not result in impacts to school services or the District's long-term plans.

Therefore, the ORSC would not require the construction or alteration of school facilities in order to meet demand for school services. Impacts under the ORSC would be less than significant.

Finding. The Proposed Project would have less than significant direct or indirect impacts relating to school services. Accordingly, no changes or alterations to the Proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds. (Draft EIR pg. 5.15-11)

Impact 5.15-4: The ORSC would not increase demand for library services.

Demand on libraries is based on the generation of a resident population. The ORSC would not introduce any new permanent residents that may become patrons of the Ontario Library System. Therefore, implementation of the ORSC would not directly create a demand for public library facilities and would not directly result in the need to modify existing or construct new library. Therefore, no direct impact would occur to library services or facilities.

Finding. The Proposed Project would have no direct or indirect impacts relating to library services. Accordingly, no changes or alterations to the Proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds. (Draft EIR pg. 5.15-16)

16. Recreation

Impact 5.16-1: The ORSC would expand recreation opportunities in the city and region.

The ORSC includes a variety of multiuse sports and recreational facilities, including soccer fields, baseball fields, an indoor gymnasium for basketball and volleyball, an aquatics facility, a skate park, pickleball/tennis courts, trails and open space, and playgrounds, in addition to the baseball stadium and supporting hospitality and retail. As shown in Table 3-2, *Ontario Regional Sports Complex Amenities Summary*, in Chapter 3, *Project Description*, of the Draft EIR, the ORSC would result in 134.16 acres of recreational space accounting for the acreages of the uses in Planning Areas 5 through 7, including parking. These facilities would be available for use by the public and would increase the total parks and recreation land acreage in the city to 662.82 acres, which is an approximately 25 percent increase to the current 528.66 acres. The programming of these facilities would be coordinated by the Ontario Recreation and Community Services Department.

The ORSC does not involve residential uses and therefore would not contribute to population growth in the city that would increase the use of other existing parks and recreational facilities. Because the ORSC would increase the acreage of recreational amenities in the city, there would be no impact.

Finding. The Proposed Project would have no direct or indirect impacts relating to substantial physical deterioration of recreational facilities. Accordingly, no changes or alterations to the Proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds. (Draft EIR pg. 5.16-4)

17. Transportation

Impact 5.17-1: The ORSC would not conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities.

The ORSC includes street widening and intersection improvements from half width to potentially full width along Vineyard Avenue, Riverside Drive, and Chino Avenue (see Figure 3-7, Road Improvements, and Figure 3-8, Roadway Improvement Cross-Sections, in Chapter 3, Project Description, of the Draft EIR). These roadway improvements are consistent with the City's Circulation Plan.

TOP designates several proposed Class I (off street multipurpose trail) and Class II (bike lane) facilities in the vicinity of the ORSC site, connecting to the city's broader bicycle network. None of the roadways immediately adjacent to the ORSC site currently have bike lanes (Class II) or designated bike routes (Class III). New roadways would include bicycle and pedestrian facilities in accordance with the City's Circulation Plan. The ORSC would include bicycle infrastructure on roadways immediately adjacent to the ORSC site, including a Class I multiuse trail along the west side of Vineyard Avenue and Class II bike lanes along Riverside Drive between Vineyard Avenue and the Cucamonga Channel. The proposed bicycle facilities on the internal and improved roadway segments would improve overall access throughout the ORSC site.

The ORSC would also enhance pedestrian facilities throughout the ORSC site by providing new sidewalks and enhanced lighting and landscaping in addition to bicycle lanes, which would enhance pedestrian safety. These Project features closely align with TOP's Mobility Elements policies LU-1.3, LU-1.4, PR-1.1, CE-1.12, M-1.4, M-2.1, M-2.2, M-2.3, M-2.4, and SR-1.4.

The ORSC does not include new transit service. However, existing transit service is available Monday through Friday until 8:00 pm at the Ontario-East Metrolink Station, which is near the corner of Mission Boulevard and Haven Avenue, approximately two miles northeast of the ORSC site. The ORSC would continue to be served by Omnitrans Route 87 along Riverside Drive with enhanced bus stops at Whispering Lakes Lane/Riverside Drive and Ontario Avenue/Riverside Drive. The City would build on its working partnership with transit providers to increase transit service in the Ontario Ranch area and as part of the Project's Transportation Demand Management measures. These satisfy TOP's Mobility Elements policies LU-1.4, PR-1.1, CE-1.12, M-1.2, M-1.6, and M-3.2.

No significant impact associated with conflicts with the City's multimodal plans would occur.

Finding. The Proposed Project would have less than significant direct or indirect impacts relating to conflict with a program, plan, ordinance, or policy addressing the circulation system. Accordingly, no changes or alterations to the Proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds. (Draft EIR pg. 5.17-17)

Impact 5.17-2 **For Impact 5.17-2, refer to Section D, *Significant and Unavoidable Impacts That Cannot Be Mitigated to Below the Level of Significance.***

Impact 5.7-3: **For Impact 5.17-3, refer to Section C, *Findings on Significant Environmental Impacts That Can Be Reduced to a Less Than Significant Level.***

18. Tribal Cultural Resources

Impact 5.18-1: **For Impact 5.18-1, refer to Section C, *Findings on Significant Environmental Impacts That Can Be Reduced to a Less Than Significant Level.***

19. Utilities and Service Systems

Impact 5.19-1: **The ORSC would require relocation and/or construction of new or expanded wastewater infrastructure; however, the construction or relocation of this infrastructure would not cause significant environmental effects.**

The ORSC would result in an increase in wastewater generation with the addition of residential and nonresidential land uses to an existing property currently on septic systems. Additionally, the ORSC would require the expansion of the existing sewer infrastructure. The two options for the proposed expansion are summarized in Chapter 3, *Project Description*, of the Draft EIR.

Sewer Infrastructure

Construction impacts for each sewer option are evaluated throughout the DEIR. For both Sewer Options 1 and 2, wastewater from the ORSC would be collected by new onsite infrastructure to sewer lines south of the site and ultimately conveyed to RP-5. The ORSC would have the potential to increase sewer flows by 0.06 mega gallons per day (mgd) (66.2 acre-feet per year (afy)). The wastewater generation for the ORSC was assumed to be 95 percent of the potable water demand determined in the Water Supply Assessment.

Each sewer option would require the expansion of the City's existing wastewater infrastructure. For Sewer Option 1, new onsite wastewater pipelines would connect to the existing IEUA's RP-1 bypass pipeline onsite and to the Eastern Trunk Line to the east along Archibald Avenue. For Sewer Option 2, a new sewer line ranging from 12 to 20 inches in diameter would be installed beneath Vineyard Avenue between Chino Avenue and Eucalyptus Avenue. Under each sewer option, the sewer installations are

required to comply with the City's Municipal Code Chapter 7, Section 6-7.707, Sanitary Sewer Installation Policy and the Setting of Sewer Connection Fees, and construction plans must be reviewed and approved by the City. Additionally, the City regularly updates its Sewer Master Plan and Capital Improvements Plan (CIP) and has a process to assess local sewer impacts on a project-by-project basis. The draft 2020 Sewer Master Plan serves as an infrastructure planning tool to make decisions as to when CIP projects are warranted. The Ontario Municipal Utilities Company (OMUC) regularly provides and prioritizes sewer projects for inclusion in the latest CIP, which includes a budget for wastewater infrastructure improvements over a five-year planning horizon.

In summary, the City's wastewater collection system will be upgraded and expanded in both Sewer Options 1 and 2. However, with the planned wastewater collection expansions, the City wastewater collection system would adequately convey the additional 0.06 mgd that would occur with implementation of the ORSC. Therefore, there would be no significant impacts on wastewater infrastructure.

Wastewater Treatment Capacity

With respect to wastewater treatment, Inland Empire Utilities Agency (IEUA's) Regional Plant No. 5 (RP-5) has a planned capacity of 22.5 mgd by 2025. Since RP-5 treats an average wastewater flow of 8.2 mgd, the excess treatment capacity for RP-5 is approximately 14.3 mgd.[2] The. The additional wastewater generation for the ORSC of 0.06 mgd is well below the excess capacity of 14.3 mgd for RP-5. Therefore, the ORSC would not exceed the capacity of the wastewater treatment provider.

In addition, IEUA has seen a decrease in the volume of sewage flows of approximately 10 percent since 2013, even as the population has increased. This is a result of a decrease in indoor water consumption with the installation of more efficient plumbing fixtures and compliance with California Green Building Standards Code for new developments. IEUA also assesses monthly wastewater sewer fees and one-time sewer connection fees to provide funds for future upgrades and expansion of its infrastructure and Wastewater Treatment Plants (WWTPs). In addition, IEUA continually updates its Wastewater Facilities Master Plans for RP-5 and includes plans for expansion of this facility to meet the growth within the service area through year 2060.

Finding. The Proposed Project would have less than significant direct or indirect impacts relating to project-generated wastewater, to construction and/or expansion of wastewater treatment facilities, and to wastewater treatment requirements. Accordingly, no changes or alterations to the Proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds. (Draft EIR pg. 5.19-6)

[2] RP-5 Maximum Capacity minus Average Wastewater Flow equals Excess Capacity; 22.5 mgd – 8.2 mgd = 14.3 mgd.

Impact 5.19-2: The ORSC would not result in a determination by the wastewater treatment provider which serves or may serve the ORSC site that it does not have adequate capacity to serve the ORSC's projected demand in addition to the provider's existing commitments.

As described in Impact 5.19-1, RP-5 is currently permitted to treat up to 16.3 mgd and upon completion of the expansion project, scheduled for completion in 2025, would be able to treat up to 22.5 mgd. The existing wastewater flow to RP-5 is approximately 8.2 mgd. Therefore, the excess treatment capacity for RP-5 with completion of the expansion project would be 14.3 mgd. Since the additional wastewater generation for the ORSC of 0.06 mgd is well below the excess capacity of 14.3 mgd, the wastewater treatment provider would have adequate capacity to serve the ORSC's projected wastewater generation.

Additionally, the ORSC would comply with applicable regulations, including the California Green Building Standards Code for more efficient indoor water consumption and plumbing fixtures for new developments. Therefore, implementation of the ORSC would not result in a determination by the wastewater treatment providers that there is insufficient capacity to serve the ORSC's future wastewater demands in addition to the demands of existing and future development within the wastewater provider's service area. Therefore, the impacts would be less than significant.

Finding. The Proposed Project would have less than significant direct or indirect impacts relating to wastewater treatment provider requirements. Accordingly, no changes or alterations to the Proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds. (Draft EIR pg. 5.19-7)

Impact 5.19-3: The ORSC would have sufficient water supplies available to serve the ORSC and reasonably foreseeable future development during normal, dry, and multiple-dry years.

The ORSC would result in an increase in water demand with the addition of a Minor League Baseball Stadium, a community center and indoor athletic facility, and other nonresidential land uses to an existing property currently on private groundwater wells. Table 5.19-5, *Water Demand Estimate for the Ontario Regional Sports Complex,* in Section 5.17, *Utilities and Service Systems*, of the Draft EIR provides the total water demand estimate for the proposed development, and detailed calculations are provided in Appendix M of the Draft EIR.

The total potable water demand is estimated to be 75,945 gallons per day (gpd) or 85.1 afy. The total recycled water demand is estimated to be 139,802 gpd or 157 afy. Therefore, the total water demand for the ORSC would be 215,748 gpd or 242 afy.

Based on the land use maps and future water demand and population projections provided in Appendix B of the 2015 UWMP and Appendix E of the 2020 UWMP, water demand for the Armstrong Ranch Specific Plan, which encompassed the 199-acre ORSC site, was included in both the 2015 and 2020 UWMP. The 2015 Water Supply Assessment (WSA) for the Armstrong Ranch Specific Plan estimated a total water demand of 606 afy. The 2015 and 2020 UWMPs stated that the City's

available water supply would meet the projected water demands during normal, single dry and multiple dry years. The ORSC's total water demand of 242 afy is less than the water demand of 606 afy assumed for the 199-acre ORSC site in the City's UWMP. Therefore, the conclusions reached in the 2015 and 2020 UWMPs that the City can meet its future water demand during normal, single-dry, and multiple dry years over the next 25-year period remains valid, and meets the water demand for the ORSC. Additionally, both the City's 2020 Water Master Plan and 2020 Recycled Water Master Plan accounted for the water demand of the Armstrong Ranch Specific Plan for future planning efforts.

Finding. The Proposed Project would have less than significant direct or indirect impacts relating to water supply. Accordingly, no changes or alterations to the Proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds. (Draft EIR pg. 5.19-23)

Impact 5.19-4: The ORSC would require relocation and construction of new or expanded water facilities; however, the construction or relocation of this infrastructure would not cause significant environmental effects.

As described in Impact 5.19-3, the City has sufficient water supplies available under normal, single-dry, and multiple-dry year conditions to meet the demand for water from the ORSC. In the event that future demand could exceed supplies, the City would implement its water shortage contingency plan, which provides water conservation procedures as a result of drought or supply interruption. Therefore, the ORSC would not significantly impact water supplies nor require expansion of water treatment facilities.

The ORSC requires the extension and expansion of the existing potable and recycled water lines along Riverside Drive and Chino Avenue to the ORSC site, and new potable water and recycled water pipelines would be installed beneath future Vineyard Avenue to the west, Chino Avenue to the south, and Ontario Avenue. The outdoor water demand for the ORSC would be provided by recycled water, including all-natural turf fields, open space park areas, and landscape areas. The potable water installations are required to comply with the City's municipal code Chapter 8B, Section 6-8.52, Water Service Connection, and construction plans must be reviewed and approved by the City. Similar, recycled water installations are required to comply with municipal code Chapter 8C, Section 6-8.714, Recycled Water Service Application, and service applications must be reviewed and approved by the City. Additionally, the City regularly updates its Water Master Plan and CIP and has a process to assess local water impacts on a project-by-project basis.

There would be no significant impacts on water infrastructure.

Finding. The Proposed Project would have less than significant direct or indirect impacts relating to water facilities. Accordingly, no changes or alterations to the Proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds. (Draft EIR pg. 5.19-24)

Impact 5.19-5: The ORSC would require relocation and/or construction of new or expanded stormwater drainage facilities; however, the construction of this infrastructure would not cause significant environmental effects.

Development contemplated by the ORSC would result in an increase in impervious surfaces, which in turn could result in an increase in stormwater runoff, higher peak discharges to drainage channels, and the potential to cause nuisance flooding in areas without adequate drainage facilities.

The ORSC would be required to comply with the City's storm drain policies and the MS4 permit. This would require the preparation of hydrology reports and drainage plans for review and approval by the City to ensure that there are no adverse impacts to the City's storm drain system with the addition of stormwater from the ORSC. Also, the ORSC would need to prepare a WQMP that addresses stormwater runoff and requires the construction of stormwater treatment facilities for temporary onsite retention of stormwater runoff. The hydrology reports, drainage plans, and WQMP must be approved by the City's Engineering Department prior to issuance of grading permits. These requirements would minimize the amount of stormwater runoff from potential future development in these areas.

Compliance with the City's programs that ensure adequate infrastructure and the regulatory provisions in the MS4 permit that limit runoff from new development would ensure that the ORSC would not result in significant increases in runoff that would contribute to the construction or expansion of new storm drains beyond what is already planned. In addition, the City would continue to repair, rehabilitate, and upgrade the storm drain system through implementation of the CIP program as described in the City's Master Plan of Drainage, and potential future development would be required to pay storm drainage fees per the City's municipal code. Therefore, impacts with respect to stormwater infrastructure would be less than significant.

Finding. The Proposed Project would have less than significant direct or indirect impacts relating to stormwater drainage facilities. Accordingly, no changes or alterations to the Proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds. (Draft EIR pg. 5.19-31)

Impact 5.19-6: The ORSC would not generate solid waste in excess of State or local standards or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals.

The total number of employees of the ORSC is 1,026 of which are associated with events at the Minor League Baseball Stadium. For these 346 employees, a solid waste generation rate for visitors at a professional Baseball Stadium was used. For the nonstadium employees (680 people), the solid waste generation rate of 15.1 ppd from CalRecycle data was used. As shown in Table 5.19-7, *Solid Waste Generated by the Ontario Regional Sports Complex*, in Section 5.17 of the Draft EIR, the ORSC would result in an increase in solid waste of approximately 18,768 pounds per day (ppd), or 3,425 tons per year. These numbers are conservative because, with continued recycling and waste reduction programs implemented by the City, the waste generation rates would be reduced over time.

The increase of 9.4 tons per day for the ORSC would be approximately 0.1 percent of the combined residual capacity of the Badlands Sanitary Landfill and the El Sobrante Landfill of 7,900 tons/day which serve the project site. This estimate conservatively assumes that all of the generated waste is landfilled. Although CalRecycle does not provide the recycling rate for Ontario, the state as a whole diverted 42 percent of its total waste in 2020.

Furthermore, the ORSC would comply with the 2022 CALGreen building code, which requires that at least 65 percent of nonhazardous construction and demolition waste from nonresidential construction operations be recycled and/or salvaged for reuse. Development would also comply with AB 341, which mandates recycling for commercial land uses. Additionally, future businesses that generate organic waste in amounts over a certain threshold would be mandated to recycle organic matter in accordance with AB 1826. Therefore, solid waste facilities would be able to accommodate project-generated solid waste associated with the ORSC.

With continued compliance with the applicable regulations, leading to increased recycling and waste diversion, anticipated rates of solid waste disposal from the ORSC would be less than significant.

Finding. The Proposed Project would have less than significant direct or indirect impacts relating to solid waste disposal and attainment of solid waste reduction goals. Accordingly, no changes or alterations to the Proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds. (Draft EIR pg. 5.19-37)

Impact 5.19-7: The ORSC would comply with federal, state, and local statutes and regulations related to solid waste.

As discussed under Impact 5.19-6, the City of Ontario complies with all State requirements to reduce the volume of solid waste through recycling and organic waste diversion. The City's per capita disposal rates of 15.1 ppd per employee is below the CalRecycle targets of 16.4 ppd for employees. In addition, the ORSC would comply with Division 4.4, Material Conservation and Resource Efficiency, of the CALGreen Building Code, which requires that at least 65 percent of nonhazardous construction and demolition waste from nonresidential construction operations be recycled and/or salvaged for reuse.

The ORSC would also comply with AB 341, which mandates recycling for commercial land uses. All jurisdictions in California are required to provide organic waste collection services to all residents and businesses, beginning in 2022 and in accordance with SB 1383. The City currently complies with all applicable federal, State, and local solid waste regulations, and solid waste, recycling, and green waste collection services are available to all commercial businesses in the City. Therefore, the ORSC would comply with all current and future regulatory requirements, and impacts would be less than significant.

Finding. The Proposed Project would have less than significant direct or indirect impacts relating to solid waste regulations. Accordingly, no changes or alterations to the Proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds. (Draft EIR pg. 5.19-38)

Impact 5.19-8: The ORSC would require relocation and/or construction of new or expanded electric power, natural gas, or telecommunications facilities; however, the construction of this infrastructure would not cause significant environmental effects.

Electricity

The ORSC includes undergrounding electric transmission lines along Chino Avenue and may include undergrounding of transmission lines along Riverside Drive, as shown on Figure 3-13, *Electrical Improvements*, in Chapter 3, *Project Description*, of the Draft EIR. Expansion of electricity infrastructure may necessitate new transmission lines to meet onsite energy demand.

Electrical service to the ORSC site is provided by SCE through connections to existing offsite and onsite electrical lines and new onsite infrastructure. As described in Section 5.6, *Energy,* of the Draft EIR, the stadium would be designed to be all electric, and Mitigation Measure GHG-1 (see Section D.3, *Greenhouse Gas Emissions*) would require other structures to be designed to provide electric heating and water heating. As shown in Table 5.19-8, *Ontario Regional Sports Complex Electricity Consumption*, in Section 5.19 of the Draft EIR, at full buildout of the ORSC that is assumed as early as 2027, electricity consumption would total an estimated 18,640,477 kilowatt-hours (kWh) annually after accounting for both building electricity demand and electric vehicle electricity demand. The increase of 18,640,477 kWh/year (18.6 gigawatt-hours per year [GWh/year]) is approximately 0.01 percent of the total electricity consumption for SCE in 2022 of 107,876 GWh/year. Total electricity consumption in SCE's service area is forecast to decrease by approximately 1,068 GWh/year between 2020 and 2035. SCE forecasts that it will have sufficient electricity supplies to meet demands in its service area. Electricity used onsite would be offset through solar panels required under Mitigation Measure GHG-2 (see Section D.3, *Greenhouse Gas Emissions*). Therefore, development of the ORSC would not require SCE to obtain new or expanded electricity supplies, and impacts would be less than significant.

Natural Gas

Natural gas service would be extended to the ORSC, provided by Southern California Gas Company (SoCalGas) through connections to existing offsite gas distribution lines and new onsite infrastructure. Natural gas would be provided to the nonstadium buildings planned as part of the ORSC, primarily for commercial cooking. As shown in Table 5.19-9, *Ontario Regional Sports Complex Natural Gas Consumption*, in Section 5.17 in the Draft EIR, natural gas consumed by the ORSC would total 12,359,271 therms annually (12.4 million therms). The increase of 12.4 million therms for the ORSC is approximately 0.2 percent of the total natural gas consumed in the SoCalGas service area in 2022 of 5,026 million therms. Additionally, SoCalGas forecasts that it will have sufficient supplies to meet demands in its service area. Therefore, development pursuant to the ORSC would not require SoCalGas to obtain new or expanded natural gas supplies, and impacts would be less than significant.

Telecommunications

Infrastructure supporting telecommunications services associated with the ORSC would be provided and installed in compliance with all State and local regulations, including Ontario Municipal Code Chapter 16. Furthermore, a number of franchised telecommunications providers are available in the

region, and no significant expansion or construction of the telecommunications network is anticipated as a result of implementation of the ORSC. Additionally, the ORSC includes extension of the City's OntarioNet fiber optic network to the ORSC site.

Although the telecommunications infrastructure to the ORSC site would be extended, the construction or relocation of these facilities would not cause significant environmental effects, and impacts would be less than significant.

Finding. The Proposed Project would have less than significant direct or indirect impacts relating to electric, natural gas, and telecommunications infrastructure. Accordingly, no changes or alterations to the Proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds. (Draft EIR pg. 5.19-46)

20. Wildfire

Impact 5.20-1: For Impact 5.20-1, refer to Section C, *Findings on Significant Environmental Impacts That Can Be Reduced to a Less Than Significant Level.*

Impact 5.20-2: The ORSC would not exacerbate wildfire risks or expose people or structures to significant risks that may occur following a wildfire (e.g., landslides, mudflows, and flooding).

The city is outside of the State Responsibility Area (SRA) and does not contain areas subject to very high wildfire risk. However, the City recognizes that even though fuel loading is light in Ontario and fire risk comes primarily from urban fires, there is some risk related to wildfires.

Implementation of the ORSC would not add wildland vegetation to the ORSC site or Offsite Improvement Area or change site topography (such as adding large slopes) so as to exacerbate the spread of wildfire. The ORSC site is in an urbanized area with residential uses to the east; residential, commercial, and recreational uses to the north; and agricultural and industrial uses to the south and west. Additionally, the ORSC would not change prevailing or Santa Ana wind patterns. Therefore, it is unlikely that a wildfire would travel into the project area from adjacent areas and be exacerbated by the ORSC.

The ORSC would require the extension of utilities to the ORSC site, including storm drains, sewer lines, and recycled water lines; installation of domestic water lines; undergrounding of existing power lines; and expansion of the City's fiber optic network to service the ORSC site. The construction of these improvements would be required to comply with of the California Fire Code (CFC) Chapter 33's fire safety precautions for construction and demolition of a project, therefore minimizing fire-related impacts associated with the installation of this infrastructure. Additionally, all project buildings would be constructed in accordance with the applicable provisions of the adopted CFC, the City's municipal code, and standard conditions regarding fire prevention and suppression measures. Additionally, prior to the approval of the ORSC, the City's Building Department and OFD would review building plans to ensure that all applicable fire safety features are incorporated as part of the ORSC. Furthermore, the

ORSC would install onsite fire hydrants that are designed to OFD standards. The internal water lines to be constructed as part of the project are anticipated to supply sufficient fire flows and pressure to meet the demands required for onsite fire hydrants. Therefore, the proposed connections to existing infrastructure would not exacerbate fire risk on- or offsite or result in temporary or ongoing impacts to the environment.

The ORSC site and the area surrounding the site are relatively flat and there are no slopes within or adjacent to the site. Regardless of the landslide susceptibility, the ORSC would be required to comply with the CBC; City municipal code; and all state, regional, and local requirements pertaining to geotechnical hazards and constraints, including soil conditions. The implementation of the ORSC would not increase the risk of landslides after a wildfire compared to existing conditions.

The ORSC would maintain the existing drainage pattern and would not require the alteration of any stream or river. As such, the ORSC would not increase the rate or amount of surface runoff in a manner which would result in flooding or result in substantial erosion or siltation on- or offsite. If a wildfire occurs in the vicinity, the ORSC would not increase risk of downslope or downstream flooding because it is in an area of minimal flooding, and runoff from the ORSC site would be adequately conveyed by the existing and proposed storm drain infrastructure. Therefore, implementation of the ORSC would not increase the risk of downslope or downstream flooding.

With adherence to the California building codes and City procedures, development and infrastructure associated with the ORSC would not exacerbate risk or result in post-wildfire hazards (e.g., landslides, mudflows, and flooding). Therefore, impacts would be less than significant.

Finding. The Proposed Project would have less than significant direct or indirect impacts relating to wildfire risk. Accordingly, no changes or alterations to the Proposed Project were required to avoid or substantially lessen any significant environmental impacts under those thresholds. (Draft EIR pg. 5.20-14)

C. FINDINGS ON SIGNIFICANT ENVIRONMENTAL IMPACTS THAT CAN BE REDUCED TO A LESS THAN SIGNIFICANT LEVEL

The following summary describes impacts of the Proposed Project that, without mitigation, would result in significant adverse impacts. The City Council hereby finds that Mitigation Measures have been identified in the EIR and these Findings that will avoid or substantially lessen the following potentially significant environmental impacts. Upon implementation of the mitigation measures provided in the EIR, these impacts would be considered less than significant.

1. Air Quality

Impact 5.3-2: Construction activities associated with the ORSC would generate short-term emissions that exceed South Coast AQMD's significance thresholds and would cumulatively contribute to the nonattainment designations of the SoCAB.

Short-Term Construction Emissions

Construction of the ORSC, including the sewer alignment in the Offsite Improvement Area, would generate criteria air pollutants associated with construction equipment exhaust and fugitive dust from demolition, manure off-hauling, site preparation, rough grading, fine grading, utilities trenching, building construction, paving, architectural coating, and finishing and landscaping as well as offsite improvements and sewer construction. Air pollutant emissions from construction activities onsite would vary daily as construction activity levels change. A conservative estimate of maximum daily construction emissions associated with the ORSC are provided in Table 5.3-10, *Ontario Regional Sports Complex Maximum Daily Regional Construction Emissions*, in Section 5.3, *Air Quality*, of the Draft EIR. As shown in this table, construction of the ORSC would result in an exceedance of the regional significance thresholds for NOx and Volatile Organic Compounds (VOCs) due to the quantity of off-road construction equipment anticipated to be operating concurrently in years 2024 and 2025 and the use of architectural coatings in year 2025, respectively. This impact would be potentially significant.

Mitigation Measure

The following mitigation measure was included in the Draft EIR and the Final EIR and is applicable to the Proposed Project. The measure as provided includes any revisions incorporated in the Final EIR.

AQ-1 The City of Ontario shall require the construction contractor to incorporate the following to reduce air pollutant emissions during construction activities:

- Use construction equipment rated by the United States Environmental Protection Agency as having Tier 4 (model year 2015 or newer) Final or stricter emission limits for all off-road construction equipment. If Tier 4 Final equipment is not commercially available for a specific piece of equipment, the applicant shall provide documentation (e.g., rental inventory requests), to the City's satisfaction, or otherwise demonstrate its unavailability to the City of Ontario prior to the issuance of any construction permits and replacement equipment used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by the California Air Resources Board regulations.

    - If Tier 4 Final equipment is not available, the construction contractor(s) and subcontractor(s) affected shall use Tier 4 Interim equipment.

- If Tier 4 Interim equipment is not available, the construction contractor(s) and subcontractor(s) affected shall use then Tier 3 equipment outfitted with a level 3 diesel particulate filter.
- For purposes of this mitigation measure, "commercially available" shall mean the availability of Tier 4 engines similar to the availability for other large-scale construction projects in the City occurring at the same time and taking into consideration factors such as (i) potential significant delays to critical-path timing of construction and (ii) geographic proximity to the project site of Tier 4 equipment.

- During construction, the construction contractor shall maintain a list of all operating equipment in use on the construction site for verification by the City of Ontario. The construction equipment list shall state the makes, models, Equipment Identification Numbers, Engine Family Numbers, and number of construction equipment onsite.

- Use paints with a VOC content that meets the South Coast Air Quality Management District Super Compliant architectural coatings standard of 10 grams per liter (g/L) or less (i.e.,) for coating architectural surfaces.

- Comply with South Coast Air Quality Management District Rule 403, including the following measures:
  - Provide National Institute for Occupational Safety and Health (NIOSH)-approved respirators for workers with a prior history of Valley Fever.
  - Half-face respirators equipped with a minimum N-95 protection factor for use during worker collocation with surface disturbance activities. Half-face respirators equipped with N-100 or P-100 filters should be used during digging activities. Employees should wear respirators when working near earth-moving machinery.
  - Post warnings onsite and consider limiting access to visitors, especially those without adequate training and respiratory protection.

These identified measures shall be incorporated into all appropriate construction documents (e.g., construction management plans) submitted to and verified by the City.

Finding

Changes or alterations have been required in, or incorporated into, the Proposed Project that avoid or substantially lessen the significant environmental effect as identified in the Draft EIR. These changes are identified in the form of the mitigation measure above. The City of Ontario hereby finds that implementation of the mitigation measure is feasible, and the measure is therefore adopted.

Rationale for Finding

Mitigation Measure AQ-1 would require all construction contractors to use Tier 4 Final equipment for the entire off-road construction fleet and "Super-Compliant" architectural coatings that contain no greater than 10 grams of VOC content per liter (g/L) of product. As discussed in Section 5.3 of the Draft EIR, Mitigation Measure AQ-1 would reduce VOC and NOx emissions during construction of the ORSC to below South Coast AQMD significance thresholds. As such, short-term air quality impacts from construction activities related to the ORSC would not exceed threshold after mitigation (Draft EIR pg. 5.3-50)

Impact 5.3-4: Construction of the ORSC could expose sensitive receptors to substantial pollutant concentrations of toxic air contaminants.

Localized Construction Emissions Impacts

Construction-Phase Localized Significance Thresholds

Table 5.3-14, *ORSC Maximum Daily Onsite Localized Construction Emissions,* in Section 5.3 of the Draft EIR, shows the maximum daily construction emissions (pounds per day) generated during onsite construction activities compared with the South Coast Air Quality Management District (AQMD's) screening-level Localized Significance Thresholds (LSTs). As shown in this table, construction activities associated with the ORSC would generate emissions that do not exceed the South Coast AQMD construction-phase LSTs, and this impact would be less than significant.

ORSC Construction-Phase Health Risk Significance Thresholds

The ORSC would elevate concentrations of Toxic Air Contaminants (TACs) (i.e., diesel particulate matter) in the vicinity of sensitive land uses during temporary construction activities that would use offroad equipment operating onsite, and at different levels depending on the type of activity. A site-specific construction health risk assessment (HRA) of TACs was prepared to quantify potential health risk emissions during construction (see Appendix D2 of the Draft EIR). The health risk results are shown in Table 5.3-15, *ORSC Construction Health Risk Summary*, of Section 5.3 of the Draft EIR. As shown, the ORSC would exceed the South Coast AQMD health risk threshold of 10 cancer cases per one million people for the residential and daycare maximally exposed receptors (MERs).

The results of the HRA are based on the maximum receptor concentration over the entire construction exposure duration for receptors.

- Cancer risk for the residential MER from construction activities would be an estimated 12 in a million, and the daycare MER would be an estimated 13, exceeding the 10 in a million significance threshold.
- For noncarcinogenic effects, the chronic hazard index identified for each toxicological endpoint totaled less than one for all the sensitive receptors. Therefore, chronic noncarcinogenic hazards are less than significant.

Because cancer risks for the residential and daycare MERs would exceed South Coast AQMD significance threshold, construction activities associated with the ORSC would be potentially

significant. Therefore, the ORSC would expose sensitive receptors to substantial pollutant concentrations during construction, and this impact would be potentially significant.

Mitigation Measure

Mitigation Measure AQ-1 shown above would also reduce impacts associated with exposure of sensitive receptors to TACs.

Finding

Changes or alterations have been required in, or incorporated into, the Proposed Project that avoid or substantially lessen the significant environmental effect as identified in the Draft EIR. These changes are identified in the form of the mitigation measure above. The City of Ontario hereby finds that implementation of the mitigation measure is feasible, and the measure is therefore adopted.

Rationale for Finding

Mitigation Measure AQ-1 requires the use of newer, lower-emitting, Tier 4 Final equipment or better for all off-road construction equipment. As shown in Table 5.3-20, *ORSC Mitigated Construction Health Risk Summary*, in Section 5.3 of the Draft EIR, implementation of Mitigation Measure AQ-1 would ensure that the ORSC would not exceed the South Coast AQMD health risk thresholds of 10 cancer cases per one million people. Therefore, the ORSC would not expose sensitive receptors to substantial TAC concentrations during construction, and impacts would be less than significant after mitigation. (Draft EIR pg. 5.3-54)

2. Biological Resources

Impact 5.4-1: Development of the ORSC site and Offsite Improvement Area (option 2 sewer alignment) could impact sensitive plant and wildlife species.

Sensitive Plant and Wildlife Species

Sensitive Plant Species

The literature review and database searches identified 63 special-status plant species that have previously been documented on or near the ORSC site and Offsite Improvement Area. Lucky morning-glory has a moderate potential to occur within the ORSC site and Offsite Improvement Area due to the presence of marginally suitable habitat throughout the ORSC site and Offsite Improvement Area in the form of irrigated landscapes (e.g., agricultural fields). Smooth tarplant has a low potential to occur due to the presence of marginally suitable habitat throughout the ORSC site and Offsite Improvement Area in the form of disturbed areas, including roadsides. Should these species occur within the ORSC site and Offsite Improvement Area, direct impacts in the form of ground disturbance, vegetation removal, and mortality and indirect impacts from dust and habitat loss may occur. Therefore, impacts to special-status plant species would be potentially significant.

Sensitive Wildlife Species

Of the 49 special-status wildlife species identified in the literature review, 1 was present, 2 have a moderate potential to occur, and 10 have a low potential to occur in the ORSC site and Offsite

Improvement Area. The following is a discussion of the species that have the potential to occur at ORSC site and Offsite Improvement Area.

- **Burrowing Owl.** Burrowing owl was observed at the ORSC site during the biological survey conducted by ECORP Consulting Inc in 2024. This species is a CDFW Species of Special Concern (SSC) and is protected by the Migratory Bird Treaty Act (MBTA) and California Fish and Game Code. Although only one live owl was observed, due to the mobile nature of this species and the presence of suitable burrowing and foraging habitat, burrowing owls may be present within the ORSC site and Offsite Improvement Area prior to the start of ground-disturbing activities. Direct impacts in the form of ground disturbance, vegetation removal, habitat loss, and mortality and indirect impacts from construction noise and vibrations may occur to this species. Therefore, impacts to burrowing owls would be potentially significant.

- **Crotch Bumble Bee.** Crotch bumble bee has a moderate potential to occur within the ORSC site area. This species is a Candidate for state listing and is therefore afforded all the protections as though it were listed under the California Endangered Species Act (ESA). If Crotch bumble bee is found to be using or nesting in the ORSC site and Offsite Improvement Area prior to the start of construction, impacts to Crotch bumble bee may occur in the form of direct mortality of individuals, direct mortality to an active nesting colony, direct mortality to an overwintering individual, conversion of foraging habitat, or permanent loss of foraging resources. Since project activities have the potential to interfere with an active nest, impacts to Crotch bumble bee would be potentially significant.

- **Bat Species.** Western yellow bat has a moderate potential to occur, and pallid bat, western mastiff bat, pocketed free-tailed bat, and big-free tailed bat have a low potential to occur. If bats are found to be roosting in the ORSC site and Offsite Improvement Area, direct impacts can occur in the form of mortality or roost abandonment. Roost abandonment during the maternity season could result in the mortality of flightless young, which could be a violation of California Fish and Game Code Section 4150 as well as a significant impact to a native wildlife nursery site under CEQA. Additionally, activities conducted outside of the maternity season that cause bats to leave a roost during daytime hours pose a mortality risk to individual bats. Indirect impacts from project activities may also occur in the form of reduced prey base due to loss or modification of foraging habitat. This can be substantial because the potential consequences of traveling longer distances to forage include individual mortality or even failure of a maternity colony, as failure of individuals to gain sufficient weight may result in the inability to migrate, nurse, or hibernate without starving. Therefore, impacts to these five bat species under the ORSC site and Offsite Improvement Area sewer alignment would be potentially significant.

- **Delhi Sands Flower-Loving Fly.** Delhi Sands Flower-Loving Fly (DSFLF) (federally listed Endangered) has a low potential to occur within the ORSC site and Offsite Improvement Area. If present, direct impacts to DSFLF could occur in the form of injury or mortality due to vehicle or equipment strikes and loss of habitat. If present, indirect impacts to this species may occur in the form of increased human activity, noise, dust, and ground vibrations. Impacts to this species would be potentially significant.

- **Bird Species.** Tricolored blackbird (state-listed Threatened), Swainson's hawk (state-listed Threatened), and white-tailed kite (CDFW Fully Protected) have a low potential to occur in the ORSC site and Offsite Improvement Area. If present, direct impacts to these species could occur in the form of injury or mortality due to vehicle or equipment strikes, nest failure, and loss of habitat. If present, indirect impacts to these species may occur in the form of increased human activity, noise, dust, nighttime lighting, and ground vibrations. Impacts to these species would be potentially significant.

- **Other Species.** Two additional species have a low potential to occur within the ORSC site and Offsite Improvement Area: coastal whiptail (CDFW SSC) and Los Angeles pocket mouse (CDFW SSC). If present, direct impacts to these species could occur in the form of injury or mortality due to vehicle or equipment strike, entombment in burrows that are graded over during construction, and loss of habitat. If present, indirect impacts to these species could occur in the form of increased human activity, noise, dust, nighttime lighting, and ground vibrations.

No impacts to the 36 presumed absent special-status wildlife species are anticipated to result from the development of the ORSC and sewer alignment in the Offsite Improvement Area.

Nesting Bird Habitat

Numerous tree and shrub species, including tall eucalyptus trees and ornamental species, are present within and immediately adjacent to the ORSC site and Offsite Improvement Area. These can provide nesting habitat for nesting songbirds and raptors protected by the MBTA and California Fish and Game Code. Furthermore, the ORSC site and Offsite Improvement Area can provide nesting habitat for ground-nesting bird species such as mourning dove (*Zenaida macroura*). If construction of the ORSC and Offsite Improvement Area sewer alignment occurs during the bird breeding season (typically February 1 through August 31), ground-disturbing construction activities could directly affect birds protected by the MBTA and their nests through the removal of occupied habitat (e.g., destruction of nests, mortality of flightless juveniles) in the ORSC site and Offsite Improvement Area, and indirectly through increased noise, vibrations, increased lighting/glare, and increased human activity. Therefore, impacts to nesting birds would be potentially significant.

Mitigation Measures

The following mitigation measures were included in the Draft EIR and the Final EIR and are applicable to the Proposed Project. The measures as provided includes any revisions incorporated in the Final EIR.

BIO-1 **Worker Environmental Awareness Program and Biological Monitor:** Prior to the start of construction of the ORSC site or sewer line within the Offsite Improvement Area, a Worker Environmental Awareness Program (WEAP) shall be developed by the City or the City's consultant. A qualified biologist with experience with the sensitive biological resources in the region shall present the WEAP to all personnel working in the ORSC site and Offsite Improvement Area (either temporarily or permanently) prior to the start of project activities. The WEAP may be videotaped and used to train newly hired workers or those not present for the

initial WEAP. The WEAP could include but shall not be limited to discussions of the sensitive biological resources associated with the ORSC, project-specific measures to avoid or eliminate impacts to these resources, consequences for not complying with project permits and agreements, and contact information for the lead biologist. Logs of personnel who have taken the training shall be kept on the site at the construction or project office.

In addition to a WEAP, a qualified biologist (biological monitor) with experience monitoring for and identifying sensitive biological resources known to occur in the area shall be present during initial ground-disturbing activities related to the ORSC and Offsite Improvement Area (including fence installation and vegetation removal activities). As required by project permits, the qualifications of a biological monitor may need to be submitted to appropriate wildlife agencies for approval based on the resources the biologist will be monitoring. Biological monitoring duties shall include, but are not limited to, conducting worker education training, verifying compliance with project permits, and ensuring construction activities stay within designated work areas.

The biological monitor shall have the right to halt all activities in an affected area if a special- status species is identified in a work area and is in danger of injury or mortality. If work is halted by the biological monitor, work shall proceed only after the hazards to the individual is removed and there is no longer a risk to the individual, or the individual has been moved from harm's way in accordance with the project's permits and/or management/translocation plans. The biological monitor shall take representative photographs of the daily activities and shall also maintain a daily log that documents general project activities and compliance with the project's permit conditions. Non-compliance shall also be documented in the daily log, including any measures that were implemented to rectify the issue.

BIO-2 **Rare Plant Survey:** A rare plant survey shall be conducted within suitable habitat during the appropriate blooming period for the lucky morning-glory (March through September) and smooth tarplant (April through September). The survey shall be conducted by a botanist or qualified biologist in accordance with the USFWS Guidelines for Conducting and Reporting Botanical Inventories for Federally Listed, Proposed, and Candidate Plants; the CDFW Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Natural Communities; and the CNPS Botanical Survey Guidelines of the CNPS. One survey shall be conducted during a time of the year that overlaps with all blooming periods (April through September).

If these species are observed during the rare plant survey, individual plants or populations shall be marked with GPS for mapping purposes. If any of these special-status plant species are detected in the ORSC site and Offsite Improvement Area and impacts to these species are unavoidable and impacts would result in deleterious effects to the regional population of the species, the City shall consult with CDFW to

develop a mitigation plan or additional avoidance and minimization measures to ensure impacts to these plant species are minimized to the maximum extent practicable. Examples of measures that may be implemented after consultation with CDFW include establishing a no-disturbance buffer around locations of individuals or a population, or additional monitoring requirements during construction of the ORSC and Offsite Improvement Area.

BIO-3 **Burrowing Owl Management Plan:** A live burrowing owl was documented in the ORSC site and Offsite Improvement Area during a biological survey conducted in September 2023, at which time the individual could have been migrating, arriving for the winter, or late in leaving its summer breeding grounds. Additionally, suitable burrowing owl habitat is present throughout the ORSC site and Offsite Improvement Area. In order to offset potential project-related impacts to burrowing owl and its habitat a Burrowing Owl Management Plan (BOMP) shall be developed by a qualified Project biologist who has at least three (3) years of experience working with and/or managing burrowing owls on project sites. The BOMP shall outline project-specific protection measures that are in accordance with CDFW's *Staff Report on Burrowing Owl Mitigation* (Staff Report; CDFG 2012). The BOMP shall also identify protection measures to be implemented should the species be found on the ORSC site or Offsite Improvement Areas at any time of the year (i.e., migration periods, breeding/summer, and wintering). The BOMP shall outline specific pre-construction survey methods and timing in accordance with the Staff Report and shall include instruction on survey requirements should there be a lapse in construction or project activities. The BOMP shall include project activities before which pre-construction survey requirements shall be required (such as grading, vegetation removal, and fence installation). Mitigation methods outlined in the BOMP shall include, but not be limited to, establishment of no-disturbance buffers around potential or occupied burrowing owl burrows, additional biological monitoring requirements during project activities, and passive relocation during the burrowing owl non-breeding season (September 1 through January 31, annually). Regular reporting timeframes and requirements for communication with CDFW shall also be clearly outlined in the BOMP. The BOMP shall be submitted to CDFW for review and subject to CDFW approval prior to the start of Project ground-disturbing activities.

Additionally, the City of Ontario shall continue to carry out the requirements of its Memorandum of Agreement (MOA) with IERCD (dated November 21, 2023) to mitigate the loss of suitable burrowing owl habitat resulting from the Project. The MOA outlines the collection of Habitat Mitigation Fees by the City of Ontario that will be managed by a Land Trust for the acquisition, restoration, rehabilitation, and maintenance of lands selected by the Land Trust to have long-term conservation value for burrowing owl.

BIO-4 **Preconstruction Surveys for Crotch Bumble Bee:** If the Crotch bumble bee is no longer a Candidate or formally listed species under the California ESA at the time

ground-disturbing activities occur, then no additional protection measures are proposed for the species.

If the Crotch bumble bee is legally protected under the California ESA as a Candidate or Listed species at the time ground-disturbing activities are scheduled to begin, preconstruction surveys shall be conducted in accordance with CDFW's Survey Considerations for California ESA Candidate Bumble Bee the season immediately prior to project-related ground disturbing activities (including but not limited to vegetation clearing, fence installation, and grading). A minimum of three Crotch bumble bee preconstruction surveys shall be conducted at two- to four-week intervals during the colony active period (April through August) when Crotch bumble bees are most likely to be detected. Nonlethal, photo voucher surveys shall be completed by a biologist who holds a Memorandum of Understanding to capture and handle Crotch bumble bee (if nesting and chilling protocol is to be utilized) or by a CDFW-approved biologist experienced in identifying native bumble bee species (if surveys are restricted to visual surveys that will provide high-resolution photo documentation for species verification). The surveyor shall walk through all areas of suitable habitat focusing on areas with floral resources. Surveys shall be completed at a minimum of one person-hour of searching per three acres of suitable habitat during suitable weather conditions (sustained winds less than 8 mph, mostly sunny to full sun, temperatures between 65 and 90ºF) at an appropriate time of day for detection (at least an hour after sunrise and at least two hours before sunset, though ideally between 9:00 a.m. and 1:00 p.m.).

If Crotch bumble bees are detected, CDFW shall be notified by the designated biologist as further coordination may be required to avoid or mitigate certain impacts. At a minimum, two nesting surveys shall be conducted with focus on detecting active nesting colonies within one week and 24 hours immediately prior to ground disturbing activities that are scheduled to occur during the flight season (February through October). If an active Crotch bumble bee nest is detected, an appropriate no disturbance buffer zone (including foraging resources and flight corridors essential for supporting the colony) shall be established around the nest to reduce the risk of disturbance or accidental take and the designated biologist shall coordinate with CDFW to determine if an Incidental Take Permit under Section 2081 of the California ESA will be required. Nest avoidance buffers may be removed at the completion of the flight season and/or once the qualified biologist deems the nesting colony is no longer active and CDFW has provided concurrence of that determination. If no nests are found but the species is present, a full-time qualified biological monitor shall be present during vegetation or ground-disturbing activities that are scheduled to occur during the queen flight period (February through March), colony active period (March through September), and/or gyne flight period (September through October). Because bumble bees move nest sites each year, two preconstruction nesting surveys shall be required during each subsequent year of construction, regardless of the previous year's findings, whenever vegetation and ground-disturbing activities are

scheduled to occur during the flight season if nesting and foraging habitat is still present or has re-established.

BIO-5 **Bat Management Plan:** A Bat Management Plan shall be prepared by a qualified bat biologist no less than one year prior to the commencement of project-related activities (including, but not limited to, structure removal or demolition, tree removal, grading, and vegetation removal) that shall include specific avoidance and minimization measures to reduce impacts to roosting bats.

The project-specific Bat Management Plan may include any of the following as necessary and appropriate: additional habitat assessments of inaccessible areas that would be directly or indirectly impacted during Project activities, emergence and/or acoustic surveys for bats during the maternity season (April 1 through August 31) to assess the potential for bat maternity roosts in the ORSC site and Offsite Improvement Area, and preconstruction surveys for roosting bats including acoustic monitoring. The Bat Management Plan shall also include recommendations to minimize impacts to roosting bats, including the implementation of no-disturbance buffers, tree- and cliff-swallow nest removal protocols, passive exclusion of bats outside of the maternity and hibernation seasons (if impacts are unavoidable), and/or species-specific replacement alternative roosting habitat.

BIO-6 **Tree Avoidance and Removal Process.** If trees are scheduled to be removed (e.g., relocating/modified (i.e., trimming) that were determined to be suitable for bat roosting, these activities shall be scheduled during one of the seasonal periods of bat activity listed below, and when evening temperatures are not below 45°F and rain is not over 0.5 inch in 24 hours:

- September 1 to October 31 (preferred): This is after the maternity season but prior to winter torpor.
- February 15 to March 31: After winter torpor but prior to the start of the maternity season.

1. If trees with suitable bat roosting habitat are scheduled for removal or relocation outside of the maternity season, tree removal during the time periods and weather parameters described above using the two-step method shall be conducted:

    a. Prior to the two-step method, as much as feasible, vegetation and trees within the area that are not suitable for roosting bats shall be removed first to provide a disturbance that might reduce the likelihood of bats using the habitat.

    b. Two-step tree removal shall occur over two consecutive days under the supervision of a qualified bat biologist. On Day 1, small branches and small limbs containing no cavity, crevice or exfoliating bark habitat on habitat trees (or outer fronds in the case of palm trees), as identified by a qualified bat biologist are removed first, using chainsaws only (i.e., no dozers, backhoes).

The following day (Day 2), the remainder of the tree is to be felled/removed. (The intention of this method is to disturb the tree with noise and vibration and branch removal on Day 1. This should cause any potentially present day-roosting bats to abandon the roost tree after they emerge for nighttime foraging. Removing the tree quickly the next consecutive day should avoid reoccupation of the tree by bats).

2. If tree removal/modification must occur during the maternity season (April 1 to August 31), a qualified bat biologist shall conduct a focused emergence survey(s) of the tree(s) within 48 hours of scheduled work. If a maternity roost is located, whether solitary or colonial, that roost shall remain undisturbed until after the maternity season or until a qualified biological monitor has determined the roost is no longer active.

BIO-7 **Delhi Sands Flower-Loving Fly Habitat Suitability Assessment:** Prior to the start of ground-disturbing activities (including vegetation removal and fence installation activities), a habitat assessment shall be performed within the ORSC site and Offsite Improvement Area and adjacent areas by a USFWS-permitted biologist with a 10(a)(1)(A) permit to conduct surveys for Delhi sands flower-loving fly and with extensive knowledge of the species. The purpose of the habitat assessment will be to determine the presence of suitable habitat for the species in the ORSC site and Offsite Improvement Area and adjacent areas as well as ascertain the potential for the species to occur on or adjacent to the ORSC site and Offsite Improvement Area. The habitat assessment shall include a site walkover, a check of adjacent empty lots for comparison of habitat quality to the ORSC site and Offsite Improvement Area, photographs to document the site conditions, and characterizing the type and quality of the habitats within the ORSC site and Offsite Improvement Area with respect to Delhi sands flower-loving fly.

At the conclusion of the habitat assessment, a brief report of findings as well as recommendations on whether focused surveys must be conducted shall be prepared by the USFWS-permitted biologist. The report shall also include any additional project-specific avoidance, minimization, and mitigation measure recommendations for the species. The City shall follow the recommendations identified in the report of findings.

If Delhi sands flower-loving fly is present in the ORSC site and Offsite Improvement Area and impacts to the species are unavoidable, then the City must initiate consultation with USFWS under either Section 7 or 10 of the federal ESA. If suitable habitat is identified in the ORSC site and Offsite Improvement Area, then the City of Ontario will continue to carry out the requirements of its MOA with IERCD to mitigate for loss of Delhi Sands flower-loving fly habitat. This MOA outlines the collection of Habitat Mitigation Fees by the City of Ontario that will be managed by a Land Trust for the acquisition, restoration, rehabilitation, and maintenance of lands selected by the Land Trust to have long-term conservation value for species such as

Delhi Sands flower-loving fly. Up to 25-percent of the total Mitigation Fee collected may be used for the recovery of the Delhi Sands flower-loving fly.

BIO-8 **Preconstruction Survey for Nesting Birds:** If construction or other project activities are scheduled to occur during the nesting bird and raptor season (generally February 1 through August 31), a preconstruction nesting bird and raptor survey shall be conducted by a qualified avian biologist to ensure that active bird nests will not be disturbed or destroyed. The survey shall be completed no more than three days prior to initial ground disturbance. The nesting bird survey shall include the ORSC site and Offsite Improvement Area and adjacent areas where Project activities have the potential to affect active nests, either directly or indirectly, due to construction activity, noise, human activity, or ground disturbance.

If an active nest is identified, a qualified avian biologist shall establish an appropriately sized nondisturbance buffer around the nest using flagging or staking. Construction activities shall not occur within any non-disturbance buffer zones until the nest is deemed inactive by the qualified avian biologist. If initial ground-disturbing activities are scheduled during the nesting bird season, then a biological monitor shall be present during all vegetation removal activities to ensure no impacts to nesting birds occur.

BIO-9 **Biological Resources Best Management Practices:** The construction contractor(s) shall implement the following construction best management practices during ground disturbing activities:

- To prevent encroachment into areas immediately adjacent to the Cucamonga Creek Flood Control Channel, temporary fencing should be installed along the eastern perimeter of the ORSC site.
- Confine all work activities to a predetermined work area.
- To prevent inadvertent entrapment of wildlife during the construction phase of the ORSC, all excavated, steep-walled holes or trenches more than two feet deep shall be covered at the close of each working day by plywood or similar materials. If the trenches cannot be closed, one or more escape ramps constructed of earthen fill or wooden planks shall be installed. Before such holes or trenches are filled, they should be thoroughly inspected for trapped animals.
- Wildlife are often attracted to burrow- or den-like structures such as pipes and may enter stored pipes and become trapped or injured. To prevent wildlife use of these structures, construction pipes, culverts, or similar structures with a diameter of four inches or greater shall be capped while stored onsite.
- Food-related trash items such as wrappers, cans, bottles, and food scraps shall be disposed of in securely closed containers and removed at least once a week from the construction site.
- Use of rodenticides and herbicides on the ORSC site shall be implemented in a manner that reduces the potential for primary or secondary poisoning of non-

target species. This is necessary to prevent poisoning of non-target species, including special-status species, and the depletion of prey populations on which they depend. Use of such compounds shall observe label and other restrictions mandated by the USEPA, California Department of Food and Agriculture, and other state and federal legislation. If rodent control must be conducted, zinc phosphide shall be used because it has a proven lower risk to predatory wildlife.

Finding

Changes or alterations have been required in, or incorporated into, the Proposed Project that avoid or substantially lessen the significant environmental effect as identified in the Draft EIR. These changes are identified in the form of the mitigation measures above. The City of Ontario hereby finds that implementation of the mitigation measures is feasible, and the measures are therefore adopted.

Rationale for Finding

Mitigation Measures BIO-1 through BIO-9 specify the procedures and practices that would reduce potential impacts to all sensitive species that have the possibility of occurring in the ORSC site and Offsite Improvement Area. Most Mitigation Measures would require the implementation of focused biological surveys for each of the identified species or species type (nesting birds and roosting bats) and the preparation of management plans in coordination with CDFW. Implementation of these mitigation measures would ensure that the ORSC identifies protected biological resources and minimizes take of such resources to the extent possible, reducing impacts to less than significant. (Draft EIR pg. 5.4-67)

Impact 5.4-4: The ORSC and sewer alignment would affect wildlife movement.

Wildlife Movement

The ORSC site is within and adjacent to areas containing existing disturbances (e.g., paved roads, major highways, residential and commercial development, and agricultural/farming practices). Despite these disturbances, the ORSC site and Offsite Improvement Area have open areas and resources that can provide limited movement opportunities in the immediate vicinity of the ORSC site and Offsite Improvement Area. Additionally, the Cucamonga Creek Flood Control Channel borders the ORSC site to the east and may also provide limited movement opportunities for wildlife. The area of disturbance for the ORSC site does not include the Cucamonga Creek Channel, so implementation of the ORSC would have no impacts on potential wildlife movement at the channel. The Cucamonga Creek Channel is also concrete lined and does not provide native habitat that is conducive to local or regional wildlife movement. Overall, the ORSC site and Offsite Improvement Area are completely surrounded by urban development and anthropogenic disturbances and provide no connection between large, contiguous blocks of native habitat in the region. Due to their isolation and lack of vegetative cover, no wildlife corridors or linkages are present in the ORSC site and Offsite Improvement Area, and no impacts to these resources are expected to occur as a result of development of the ORSC site and sewer alignment in the Offsite Improvement Area.

Suitable bat roosting habitat was identified within the ORSC site and Offsite Improvement Area in the form of abandoned buildings and trees. Should bats be found roosting in these features during the bat maternity season (April 1 through August 31), these roosts would be considered native wildlife nursery sites and are protected under CEQA. Direct impacts to occupied bat roosts could include removal or destruction that could result in direct mortality; indirect impacts from noise, dust, and vibration during ORSC construction could result in roost abandonment and mortality of flightless young. Impacts to roosting bats are considered potentially significant.

Mitigation Measures

Mitigation Measures BIO-5 and BIO-6 shown above would also reduce impacts to wildfire corridors and nursery sites.

Finding

Changes or alterations have been required in, or incorporated into, the Proposed Project that avoid or substantially lessen the significant environmental effect as identified in the Draft EIR. These changes are identified in the form of the mitigation measures above. The City of Ontario hereby finds that implementation of the mitigation measures is feasible, and the measures are therefore adopted.

Rationale for Finding

Mitigation Measures BIO-5 and BIO-6 detail the procedures needed to reduce impacts to roosting bats to less than significant. Mitigation Measure BIO-5 requires the preparation of a Bat Management Plan no less than one year prior to the commencement of construction activities. The Bat Management Plan would include the measures required to minimize impacts to roosting based on the identified habitat in the ORSC site and Offsite Improvement Area. Additionally, Mitigation Measure BIO-6 outlines the procedures necessary to reduce impacts to roosting bats with respect to tree removals. These mitigation measures would reduce impacts associated with roosting bat nursery sites to less than significant. (Draft EIR pg. 5.4-68)

3. Cultural Resources

Impact 5.5-2: Development of the ORSC and sewer alignment could impact archaeological resources.

Archeological Resources

According to the records search (see Appendix F1 to the Draft EIR), there are no Archaeological Determinations of Eligibility (i.e., archaeological resources assessed by the Office of Historic Preservation with respect to National Register eligibility) in the ORSC site and Offsite Improvement Area. Additionally, according to the Native American Heritage Commission's Sacred Land Files record search, no tribal resources were found on the ORSC site. As noted above, the Offsite Improvement Area along Vineyard Avenue has not been surveyed for cultural resources. Although there are no current known archaeological resources in the ORSC site and Offsite Improvement Area, the areas that have not been surveyed or studied could contain archaeological resources. Therefore, impacts to archaeological resources are potentially significant.

Mitigation Measure

The following mitigation measure was included in the Draft EIR and the Final EIR and is applicable to the Proposed Project. The measure as provided includes any revisions incorporated in the Final EIR.

CUL-1 Prior to the start of construction, the Project Proponent shall retain a qualified professional archaeologist to monitor all ground-disturbing activities associated with construction of the ORSC site and Offsite Improvement Area. Monitoring is not required for placement of equipment or fill inside excavations that were monitored, above-ground construction activities, or redistribution of soils that were previously monitored (such as the return of stockpiles to use in backfilling). The Monitoring Archaeologist shall meet or work under the direct supervision of someone meeting the Secretary of the Interior's professional qualifications standards for prehistoric and historic archaeology. The archaeologist shall be present at a pre-grading meeting(s), establish procedures for archeological resource monitoring during grading and construction, and establish, in conjunction with the City, procedures to temporarily halt or redirect all work to allow the sampling, identification, and evaluation of all resources as that are encountered by the archaeologist. If archeological features are discovered, the archeologist shall report such findings to the Ontario Planning Director. If the archeological resources are found to be significant, the archeologist shall determine the appropriate actions, in conjunction with the City, that shall be taken for exploration and/or salvage in compliance with CEQA standards.

Finding

Changes or alterations have been required in, or incorporated into, the Proposed Project that avoid or substantially lessen the significant environmental effect as identified in the Draft EIR. These changes are identified in the form of the mitigation measure above. The City of Ontario hereby finds that implementation of the mitigation measure is feasible, and the measure is therefore adopted.

Rationale for Finding

Mitigation Measure CUL-1 would ensure the preservation and curation of archeological resources if uncovered during ground-disturbing activities of the ORSC site and sewer alignment. This mitigation measure would ensure that impacts to archaeological resources are mitigated to less than significant levels. (Draft EIR pg. 5.5-30)

Impact 5.7-4: Construction of the ORSC site or within the Offsite Improvement Area could directly or indirectly destroy a unique paleontological resource, site, or unique geologic feature.

Paleontological Resources

A records search through the Western Science Center in Hemet produced no results for fossil localities within the ORSC site and Offsite Improvement Area or within a one-mile radius of the area. The geologic units mapped in the area are alluvial deposits from the Holocene and are therefore unlikely to contain fossils due to their young age. However, if ground disturbance under the ORSC exceeds the depth of the alluvial deposits, the likelihood of reaching Pleistocene (approximately 2 million years ago to 11,700 years ago) alluvial sediments would increase, and there is potential for these sediments to contain fossils.

To assess the significance of a geologic unit to contain paleontological resources (i.e., paleontological potential/sensitivity), paleontologists have adopted the standards of the Society of Vertebrate Paleontology (2010). Based on the presence of Holocene alluvium within the ORSC site and Offsite Improvement Area, a low-sensitivity criteria for producing fossils has been assigned to the area. Therefore, full-time monitoring by a qualified geologist would not be required to avoid impacts to paleontological resources. However, if ground disturbance in the ORSC site and Offsite Improvement Area exceeds the Holocene alluvial deposits (at approximately 5 to 10 feet below ground surface), the likelihood of reaching Pleistocene alluvial sediments would increase. There is considerably higher potential within these sediments to contain fossils. Therefore, impacts to paleontological resources for deep excavations are potentially significant.

Mitigation Measures

The following mitigation measures were included in the Draft EIR and the Final EIR and are applicable to the Proposed Project. The measures, as provided, include any revisions incorporated in the Final EIR.

GS-1 Prior to grading, a Paleontological Resources Mitigation and Monitoring Plan (PRMMP) shall be prepared by a Qualified Paleontologist meeting the standards of Society of Vertebrate Paleontology (2010). The PRMMP shall discuss the laws and regulations for the protection of paleontological resources, the significance of fossils, and protocol to follow in case a discovery is made. The PRMMP shall also outline the duties of paleontological monitoring onsite, including the salvaging and preparation of fossils and the final submission of all paleontological resources to an accredited museum or facility for curation.

GS-2 During excavations exceeding depth of approximately 5 to 10 feet below ground surface, a qualified paleontological monitor shall be present during construction activities to spot check the sediments and depths of excavations to determine the geologic units encountered. If paleontological resources are discovered, full-time

monitoring shall be required during grading, as identified in the Paleontological Resources Monitoring and Mitigation Plan.

GS-3 In the event of any fossil discovery, regardless of depth or geologic formation, construction work shall halt within a 50-foot radius of the find until its significance can be determined by a qualified paleontologist. Significant fossils shall be recovered, prepared to the point of curation, identified by qualified experts, listed in a database to facilitate analysis, and deposited in a designated paleontological curation facility in accordance with the standards of the Society of Vertebrate Paleontology (2010). A regional repository shall be identified by the City Council and a curatorial arrangement shall be signed prior to collection of the fossils.

Finding

Changes or alterations have been required in, or incorporated into, the Proposed Project that avoid or substantially lessen the significant environmental effect as identified in the Draft EIR. These changes are identified in the form of the mitigation measures above. The City of Ontario hereby finds that implementation of the mitigation measures is feasible, and the measures are therefore adopted.

Rationale for Finding

Deep excavations in soil types below the Holocene alluvium deposits could impact paleontological resources. Mitigation Measure GS-1 would require preparation of a Paleontological Resources Mitigation and Monitoring Plan (PRMMP), and Mitigation Measure GS-2 would require an archeological/paleontological resources monitor onsite during excavation activities that exceed a depth of 10 feet below the ground surface. Mitigation Measure GS-3 also provides additional procedures in the event of fossil discovery. With implementation of Mitigation Measures GS-1 through GS-3, impacts paleontological resources would be reduced to less than significant. (Draft EIR pg. 5.7-15)

5. Hazards and Hazardous Materials

Impact 5.9-2: Project construction activities may disturb contaminants in the soil associated with the site's former agricultural uses and could create a significant hazard to the public or the environment.

Soil Hazards

Grading activities under the ORSC and sewer alignment in the Offsite Improvement Area would involve the disturbance of onsite soils. Specifically, the ORSC would require the excavation and removal of two to three feet of organic material (manure) on the ORSC site associated with the historical dairy operations. Seven Phase I Environmental Site Assessments (ESAs)[3] were conducted to study the existing conditions of the ORSC site with respect to hazardous materials and identify recommendations for addressing potential "recognized environmental conditions" (REC), including

[3] See Section 5.7, *Hazards and Hazardous Materials*, of the Draft EIR for more information about the study areas of each ESA.

conditions associated with its former use as a dairy farm. A Phase II ESA for the Pietersma Family Trust study area was also completed prior to publishing the Draft EIR.

Hazardous Materials Sites Listings

The environmental regulatory records reviews conducted as part of the seven Phase I ESAs for the ORSC site searched a variety of regulatory databases to identify whether the study areas were listed. The ORSC site was identified in Hazardous Waste Tracking System, HAZNET, CalEPA Regulated Site Portal, Enforcement Action Listing, California Integrated Water Quality System, National Pollutant Discharge Elimination System, Exposure Model for Individuals, Facility Index System, Statewide Environmental Evaluation and Planning System Underground Storage Tank, Hazardous Substance Storage Container, Facility Inventory Database for Underground Storage Tanks, and San Bernardino County Permit databases for the generation of minor quantities of hazardous wastes, previous minor violations, various emissions, a 550-gallon diesel-fuel UST, and for having an active NPDES permit. The hazardous conditions associated with these listings are discussed below.

Recognized/Historical Environmental Conditions

An REC is the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property. The Phase I ESAs for the seven study areas identified two RECs that applied to all study areas:

- The current and/or historical agricultural fields are considered an REC due to the potential for pesticide use.

- The historical/current dairy farm and livestock farming operations and the presence of current or former dairy ponds throughout the site are considered an REC due to the potential for the accumulation of hazardous wastes, including metals, pesticides, and other wastes from hazardous materials and/or pesticide use related to onsite dairy farming and agricultural fields.

The following RECs were also identified for each of the specific study areas:

- **Pietersma Family Trust**. Staining in the vicinity of the two-diesel fuel above-ground storage tanks (ASTs) adjacent to the concrete-bermed hazardous waste storage area.

- **15 Dairy River LLC**. 500-gallon gasoline underground storage tank (UST) with no records of removal or abandonment. This Phase I also identified leaking hazardous containers and an area of impacted soil as an REC.

- **JCLIN Investment LP**. Two possible dry cleaners that operated north of the ORSC site in the commercial center on East Riverside Drive between 1978 and 1982, and 1986 and 1988 due to potential use of drycleaning solvents and the potential for impacts to the property through vapor encroachment.

A historical REC refers to a past release that has been remediated to below "residential" standards and given regulatory closure with no use restrictions. The 550-gallon diesel fuel UST on the Sanchez Family Trust property was identified as a historical REC for the Raymundo Flores and Sanchez Family Trust

study areas. This UST is also recognized as an environmental concern by the other Phase I ESAs for the eastern portion of the ORSC site (15 Dairy Farm LLC and Ontario WF Farm LLC). However, the Phase Is note that there is no information to suggest that this UST has had unauthorized releases; it is therefore not considered a REC.

Additional Assessment and Recommendations

The seven Phase I ESAs made the following recommendations to address the identified RECs or provide additional assessment at all portions of the ORSC site:

- Assess shallow soils across the property for the presence of pesticides and metals historically used in agricultural operations.

- Screen for methane in the areas of the property historically occupied by possible dairy farm and livestock farming operations, including the possible waste ponds in the southeastern portion of the ORSC site.

- Comply with the City of Ontario Methane Ordinance for any future redevelopment of the ORSC site.

- Complete site reconnaissance at the time of the Phase II ESAs.[4]

- The following recommendations are relevant to specific study areas:

- **Pietersma Family Trust.** Soil sampling in the vicinity of identified stained soil adjacent to ASTs in the hazardous materials storage area.

- **15 Dairy River LLC.** Subsurface sampling in the vicinity of the structures in the northern portion of the property where hazardous materials were likely stored according to historical inspection reports.
  - Geophysical survey to determine whether any USTs are present at the property.
  - Should USTs be discovered, subsurface sampling in the vicinity of the UST(s) is recommended to assess for any potential releases that have impacted subsurface soils.

- **JCLIN Investment LP.** Soil vapor sampling in the northern portion of the property to evaluate whether historical possible drycleaning activities offsite have impacted the subsurface soil vapor beneath the property.

Due to the RECs identified, all portions of the ORSC site are recommended to undergo a Phase II ESA for further assessment of the soil before grading activities begin. Impacts regarding the release of and exposure to soil contaminants on the ORSC site are considered potentially significant.

[4] Site reconnaissance was completed at the **Pietersma** Family Trust study area during the Phase I ESA process.

Mitigation Measure

The following mitigation measure was included in the Draft EIR and the Final EIR and is applicable to the Proposed Project. The measure as provided includes any revisions incorporated in the Final EIR.

HAZ-1 Prior to the issuance of demolition permits or grading permits, whichever is issued first, for individual development projects in the ORSC site, the project applicant/developer shall submit a Phase II Environmental Site Assessment (ESA) to the City of Ontario prepared under the responsible charge of a Professional Geologist or Professional Engineer. The Phase II ESA shall be prepared in accordance with the American Society of Testing and Materials (ASTM) Designation: E1903-19, *Standard Practice for Environmental Site Assessments (ESA): Phase II Environmental Site Assessment Process* (ASTM, E 1903-19). If the site is found to be impacted with potential contaminants of concern at levels exceeding applicable regulatory thresholds, the project applicant shall remediate all contaminated media, under the oversight and in accordance with state and local agency requirements of the California Department of Toxic Substances Control (DTSC), Regional Water Quality Control Board, Ontario Fire Department and/or County of San Bernardino, as applicable to their oversight jurisdictions. For minor issues the Project Environmental Consultant may self-certify with approval from the City. All contaminated soils and/or material encountered shall be disposed of at a regulated site and in accordance with applicable laws and regulations prior to the completion of grading.

Prior to the issuance of building permits, a report documenting the field activities, results, and any additional recommendations shall be provided to the City of Ontario evidencing that all site remediation activities have been completed inclusive of environment oversight agency document of no further action determinations, as applicable.

Additionally, the following specific conditions shall be adhered to:

- **Pesticides.** Prior to the issuance of a demolition permit for any building or structure or the issuance of a grading permit, whichever is issued first, the construction contractor shall provide proof to the City that there are no pesticides on the site that exceed Environmental Protection Agency Regional Screening Levels (EPA RSLs) or Water Board Environmental Screening Levels (ESLs), whichever is more stringent. If on-site pesticides exceed the applicable screening levels, measures shall be taken in compliance with all applicable local, State and federal regulations to either remediate the pesticides on-site, or remove and properly dispose of the pesticides and proof shall be provided to the City of their safe remediation or removal as permitted by law along with agency oversight documentation of no further action determination by DTSC.
- **Methane.** The construction contractor shall submit a subsurface methane soil gas report to the City Building Department, in general accordance with their methane ordinance, to screen for the presence of elevated levels of methane gas prior to installation of building foundations. The recommendations in the

subsurface methane soil gas report to remove or remediate any soils with methane gas levels that exceed accepted regulatory levels shall be implemented in accordance with all applicable laws and regulations as determined by the City Building Department.

- **Stained Soil – Pietersma Family Trust.** Prior to the issuance of a demolition permit for any building or structure or the issuance of a grading permit, whichever is issued first, shallow soils impacted with Diesel Range Total Petroleum Hydrocarbons (TPH-d) in excess of commercial and residential screening levels adjacent to the aboveground storage tanks in the hazardous materials storage area of the Pietersma Family Trust (parcels 0218-101-01, 0218-101-02, 0218-101-07, 0218-101-08, 0218-102-10, and 0218-102-11) shall be removed and disposed of in accordance with current regulations. Confirmation sampling shall be conducted as required by current regulations after removal to verify that the impacted soil has been adequately removed from the site or treated *insitu* (in place) as deemed appropriate by the Project Environmental Consultant at the discretion of the City. If during grading activities hydrocarbon (TPH) stained soil areas are discovered, grading within the area shall be temporarily halted and redirected around the area until the appropriate evaluation and follow-up measures are implemented. TPH stained soil shall be removed and transported off-site at a State approved disposal site under the observation of the Project Environmental Consultant and confirmation samples collected from the sidewalls and bottom of each excavation area. The confirmation samples shall be transported to a state certified laboratory and analyzed for TPH in accordance with EPA Methods 8015M and 8015B, to ensure that TPH stained soil has been adequately removed from the site. Based on the laboratory results and at the discretion of the City, the San Bernardino County Fire Department, the Project Environmental Consultant, or the City shall determine when the area of the site is suitable for grading activities to resume.

- **Underground Storage Tanks (UST) – 15 Dairy LLC**. Prior to the issuance of a demolition permit for any building or structure or the issuance of a grading permit, whichever is issued first, subsurface sampling shall be performed in the vicinity of the structures in the northern portion of the 15 Dairy LLC (parcels 0218-111-08, 0218-111-11, 0218-111-12, 0218-111-49, and 0218-111-50) where hazardous materials were likely stored according to historical inspection reports. A geophysical survey should be completed to determine whether any Underground Storage Tanks (USTs) are present at the property. Exploratory trenching is required to address and identify anomalies prior to soil sampling. Should USTs be discovered, subsurface sampling in the vicinity of the UST(s) is recommended to assess for any potential releases that have impacted subsurface soils. All contaminated soils and/or material encountered shall be disposed of at a regulated site and in accordance with applicable laws and regulations prior to the completion of grading. The San Bernardino County Fire Department shall be the lead environmental oversight agency for UST removal activities.

- **Soil Vapor Testing – JCLIN Investment, LP.** Soil vapor sampling in the northern portion of JCLIN Investment, LP (parcels 0218-101-03, 0218-101-04, 0218-101-05, and 0218-101-06) shall be conducted to evaluate whether historical possible drycleaning activities off-site have impacted the subsurface soil vapor beneath the property. The San Bernardino County Fire Department or Department of Toxic Substances Control shall be the lead agency.

Finding

Changes or alterations have been required in, or incorporated into, the Proposed Project that avoid or substantially lessen the significant environmental effect as identified in the Draft EIR. These changes are identified in the form of the mitigation measure above. The City of Ontario hereby finds that implementation of the mitigation measure is feasible, and the measure is therefore adopted.

Rationale for Finding

Incorporation of Mitigation Measure HAZ-1 would require additional review and testing of the ORSC site through Phase I and Phase II ESAs. Any contaminated media exceeding the applicable regulatory thresholds would be remediated in accordance with state and local agency requirements. This requirement would ensure that all RECs at the ORSC site are identified, documented, and remediated, as necessary or applicable. Mitigation Measure HAZ-1 would therefore reduce risks to human health and potential impacts of hazards and hazardous materials to less than significant. (Draft EIR pg. 5.9-41)

Impact 5.9-4: Development of the ORSC could interfere with the implementation of an emergency responder or evacuation plan.

Emergency Response

The ORSC would be expected to increase the volume of vehicles leaving the site in event of an emergency, which could hinder traffic conditions and impede the ability of emergency vehicles to access the site. The number of people visiting and working at the ORSC site would fluctuate throughout the year and on a daily basis because the schedule of activities at the proposed baseball stadium and use of the proposed city recreation facilities would vary based on sport seasons. For example, the ORSC is expected to host approximately 3,692 weekday average visitors while approximately 13,650 visitors onsite would be expected during Saturday or Sunday. On such a day, thousands of people might have to evacuate during a large-scale emergency. Development of the ORSC would include construction, which may also temporarily impact traffic in the ORSC site. Impacts are considered potentially significant.

Mitigation Measures

Mitigation Measures TRAF-2 (see Section D.5, *Transportation*, below) and TRAF-3 (see Section C.7, *Transportation*, below) are applicable to this impact and would reduce impacts associated with emergency response and evacuation to less than significant.

Finding

Changes or alterations have been required in, or incorporated into, the Proposed Project that avoid or substantially lessen the significant environmental effect as identified in the Draft EIR. These changes are identified in the form of the mitigation measures TRAF-2 and TRAF-3 below. The City of Ontario hereby finds that implementation of the mitigation measure is feasible, and the measure is therefore adopted.

Rationale for Finding

Per Mitigation Measure TRAF-2, a Parking and Event Traffic Management Plan (TMP) would be prepared to ensure that traffic on weekends with major events, such as baseball game at the Minor League Baseball Stadium or tournaments and games held at the City park and indoor athletic facility building, would not impede emergency operations or local traffic. This would ensure that the ORSC does not conflict with the City's emergency response and evacuation plans during operation of the ORSC.

Mitigation Measure TRAF-3 requires preparation and implementation of a construction management plan to ensure that construction activities do not interfere with emergency access. Additionally, the City's Building and Safety Department, along with the Ontario Fire Department and Police Department, would review building plans during plan check to ensure that adequate site access is maintained and that roadway improvements and project driveways would not interfere with circulation on adjacent streets. Therefore, the ORSC would not conflict with implementation of emergency response or evacuation plans during construction or operation, impacts would be less than significant. (Draft EIR pg. 5.9-41 through 5.9-42)

6. Noise

Impact 5.13-1: Construction activities would result in temporary noise increases in the vicinity of the ORSC site.

Construction Noise

Construction of the ORSC would be completed in five phases, each comprising various construction activities and includes construction on the ORSC site and within the Offsite Improvement Area. Construction of the ORSC is anticipated to begin in September 2024 and be completed in September 2027, for a total duration of approximately three years. Construction would occur in the hours allowed under Section 5-29.09 of the Ontario Municipal Code, Monday through Saturday, six days per week. Construction would occur on Saturdays but would be prohibited on Sundays and holidays. Construction activities are assumed to occur in eight-hour shifts with a one-hour break (e.g., 7:00 am to 4:00 pm or 8:00 am to 5:00 pm weekdays; 9:00 am to 6:00 pm on Saturdays). Nighttime construction for the stadium and parking structures may be necessary for concrete pours and infrastructure improvements.

Construction phases would overlap and result in construction occurring in more than one area. The construction noise analysis utilizes the proposed schedule to determine periods of overlap. Calculated construction noise levels for overlapping activities are summed together to determine an estimated

cumulative monthly construction noise level. Construction activities that are typically the sources of the most construction noise include grading and scraping, with associated equipment generating noise levels as high as 92 dBA Lmax within 50 feet of their operation. Noise-sensitive receptors within approximately 1,000 feet of the ORSC site were analyzed.

Daytime Onsite Construction Noise

Construction noise levels will vary and be dependent on many factors, such as distance to work, type of work, and means and methods used to complete the work. Therefore, the maximum noise level would only be expected for a short period. Table 5.13-14, *Predicted Daytime Cumulative Construction Noise Levels*, in Section 5.13, *Noise*, of the Draft EIR, summarizes the daytime (8-hour Leq) of the onsite construction noise analysis. Generally, the loudest periods of construction are predicted to occur at sensitive receptors in the beginning of the ORSC construction, from September 2024 through January 2025 and in May 2025. These loud periods are due to manure hauling, rough and fine grading, and utilities trenching on the ORSC site and along the roadways surrounding the ORSC site. Construction noise levels would be loudest when work is closest to receptors and can be expected to decrease as work moves away from a given receptor or is completed. It should be noted that this analysis conservatively assumes construction activity at all sites during a given phase or activity would occur simultaneously. This is not expected to occur, as different pieces of construction equipment would be in use during different times during construction. As a result, actual noise exposure at these receptor locations would likely be lower than identified in this table. As identified in Table 5.13-14, construction noise levels are not predicted to exceed the daytime Leq 8-hour noise level limit of 80 dBA, and daytime construction noise would be less than significant.

Construction-Related Traffic and Haul Routes

As part of the construction of the ORSC, construction-related truck traffic would be generated. Heavy trucks would be required for transportation of materials and debris during building demolition (Phases 1, 2, and 4) and manure hauling (Phases 1 and 2). Table 5.3-16, *Ontario Regional Sports Complex Summary of Construction-Related Truck Trips*, in Section 5.13 of the Draft EIR summarizes the planned truck trips during construction of the ORSC. It is anticipated that most workers and vendors will access the site from SR-60 from the Vineyard Avenue or Archibald Avenue Interchanges. Trucks are anticipated to primarily use the following three identified haul routes: Chino Avenue to Walker Avenue to Hellman Avenue; Chino Avenue to Haven Avenue to Ontario Ranch Road; and Chino Avenue to Euclid Avenue. Trucks would then travel back to the ORSC site along the same route. Additionally, it is assumed that all truck trips would be completed during a typical daytime shift and would be evenly distributed throughout the work shift.

To determine a worst-case scenario, traffic-noise levels for the maximum hourly construction truck trips were calculated at sensitive receptors along East Riverside Avenue. Construction-related traffic noise levels were then compared to existing traffic noise levels to determine if significant impacts would occur. Table 5.13-17, *Ontario Regional Sports Complex Predicted Construction-Related Traffic Noise Levels*, of the Draft EIR summarizes the results of construction-related truck trips during construction of the ORSC. As seen in this table, hourly Leq traffic-noise levels during construction are predicted to be 74 dBA or less at sensitive receptors. Construction-related traffic noise is predicted to increase one decibel

or less over existing conditions. Therefore, no significant impact is anticipated due to construction truck trips.

Nighttime Onsite Construction Noise

Nighttime construction for the stadium and parking structures may be necessary for concrete pours and infrastructure improvements. Work associated with the stadium and various parking structures is scheduled between December 2024 through May 2026 and January 2027 through April 2027.

Table 5.13-15, *Predicted Nighttime Cumulative Construction Noise Levels*, in Section 5.13 of the Draft EIR, summarizes the results of the nighttime noise analysis. Since nighttime work would occur on an "as necessary" basis, the analysis assumes that each ORSC component would be constructed individually, and multiple components would not be worked on simultaneously during nighttime hours. Should nighttime work become necessary, predicted construction noise levels during construction of the stadium and parking structures around the site are anticipated to exceed 5 dBA over ambient conditions at receptors in Receptor Group 2, Receptor Group 3, and Receptor Group 5.[5] The loudest construction-noise levels during nighttime hours would occur at residential and recreational receptors located on the west side of Receptor Group 5, nearest the ORSC site, during Phase 1B and Phase 4 activities. Nighttime construction noise would exceed the nighttime ambient and/or impact threshold and would be a potentially significant impact of the ORSC.

Mitigation Measure

The following mitigation measure was included in the Draft EIR and the Final EIR and is applicable to the Proposed Project. The measure as provided includes any revisions incorporated in the Final EIR.

N-1 The construction contractor shall implement the following measures during construction activities on the ORSC site and Offsite Improvement Area. These measures shall be identified on demolition, grading, and/or building permits.

- Prior to construction activities that warrant nighttime construction (e.g., infrastructure work, concrete pours, etc.), the construction contractor shall install noise pathway controls, including noise barriers and enclosures free from gaps and holes, which shall be placed as close as possible to construction areas. The temporary noise barrier shall be a sufficient height to block the direct line-of-sight between the onsite construction areas and offsite noise sensitive receptors and shall be a minimum of 6 feet tall and shall be constructed out of wood or other materials with a minimum surface weight of approximately 2.5 pounds per square foot.

- Construction equipment operating on a site shall be equipped with the appropriate manufacturer's noise reduction devices, including but not limited to

[5] See Table 5.13-6, *Existing Traffic Noise Levels by Receptor Group,* in Section 5.13 of the Draft EIR for a description of the locations of each receptor group.

a manufacturer's muffler (or equivalently rated material) that is free of rust, holes, and exhaust leaks.

- Noise from construction devices with internal combustion engines shall be mitigated by ensuring that the engine's housing doors are kept closed, and by using noise-insulating material mounted on the engine housing that does not interfere with the manufacturer's guidelines for engine operation or exhaust.

- Portable compressors, generators, pumps, and other such devices shall be covered with noise-insulating fabric to the maximum extent possible that does not interfere with the manufacturer's guidelines for engine operation or exhaust, and shall further reduce noise by operating the device at lower engine speeds during the work to the maximum extent possible.

- Idling onsite of heavy-duty diesel vehicles with Gross Vehicle Weight Rating of 10,000 pounds shall be limited to no longer than five minutes while parking, standing, or stopping, as per 13 California Code of Regulations Section 2485, Airborne Toxic Control Measure to Limit Diesel-Fueled Commercial Motor Vehicle Idling.

- Quieter back-up alarms on construction equipment shall be used whenever feasible.

- Construction vehicles shall be strategically positioned to minimize operation near receptors and avoiding tailgate slamming to the extent possible.

Finding

Changes or alterations have been required in, or incorporated into, the Proposed Project that avoid or substantially lessen the significant environmental effect as identified in the Draft EIR. These changes are identified in the form of the mitigation measure above. The City of Ontario hereby finds that implementation of the mitigation measure is feasible, and the measure is therefore adopted.

Rationale for Finding

Mitigation Measure N-1 requires installation of temporary noise barriers around the work site that have sufficient heights to block the direct line-of-sight between the onsite construction areas and offsite noise sensitive receptors. With typical installation, temporary noise barriers can provide 5 decibels of noise level reduction to adjacent receptors. Additional mitigation measures, including positioning of equipment away from sensitive receptors and minimizing equipment idling, would further reduce overall noise levels during construction activities. These measures would ensure that noise generated from nighttime construction activities would not exceed the City standard at sensitive receptor locations. (Draft EIR pg. 5.13-63 through 5.13-64)

Impact 5.17-3: Event traffic could impede emergency access but would not result in potentially hazardous conditions (sharp curves, etc.) or conflicting uses.

Potentially Hazardous Traffic Conditions

Emergency Access Design Considerations

To address fire and emergency access needs, the traffic and circulation components of the ORSC would be designed and constructed in accordance with all applicable City of Ontario design standards for emergency access (e.g., minimum lane width and turning radius). For example, new site access driveways and drives aisles would be designed to meet the minimum width requirements of the City's Fire Department to allow the passing of emergency vehicles. Additionally, the ORSC includes netting along Riverside Drive and Vineyard Avenue adjacent to Planning Area 5, City Park, so that soccer balls and baseballs would not go into the surrounding roadways. Future development projects under the ORSC would also be required to incorporate all applicable design and safety requirements in the most current adopted fire codes, building codes, and nationally recognized fire and life safety standards of the City and Ontario Fire Department, such as those outlined in the City's municipal code, which incorporates by reference the California Fire Code. Compliance with these codes and standards is ensured through the City's and Fire Department's development review and building permit process.

Additionally, during the building plan check and development review process, the City would coordinate with Ontario Fire Department and Ontario Police Department to ensure that the necessary fire prevention and emergency response features are incorporated into the ORSC and that adequate circulation and access (e.g., adequate turning radii for fire trucks) are provided in the traffic and circulation components of the ORSC. All site and building improvements proposed under the ORSC would be subject to review and approval by the City, Fire Department, and Police Department prior to building permit and certificate of occupancy issuance. Therefore, impacts on emergency access would be less than significant.

Queuing at Caltrans Facilities

Storage capacities for SR-60 and I-15 off ramps in the study area were evaluated using the Highway Capacity Manual 7th methodologies (see Appendix L2 of the Draft EIR). Storage capacities for each turning movement were compared against 95th percentile queueing estimates using the Synchro 11 software. All off-ramp queues are forecast to be contained within the available storage capacity and are not anticipated to affect the freeway mainline (see Appendix L2, Table 11, of the Draft EIR). Therefore, impacts to Caltrans facilities would be less than significant.

Other Hazards

Parking is only considered a significant impact on the environment under CEQA if lack of parking generates traffic hazards. Applicants for nonresidential development would be required to provide parking in accordance with the City's Development Code. The ORSC includes a total of 6,263 parking spaces. Assuming peak attendance similar to historical levels for Minor League Baseball, the ORSC would result in a demand of up to 1,175 parking spaces for the stadium during a peak baseball event.

According to the Parking Memorandum (see Appendix L3 of the Draft EIR), estimated parking demand for the ORSC, including baseball and other events at the stadium, is 5,021 parking spaces at 6 PM, and would not exceed 90 percent of the total supply. Therefore, there is sufficient parking in Planning Areas 1 and 2 to accommodate parking during a peak baseball event at the stadium. Events at the stadium would require preparation of a Parking and Event Traffic Management Plan (TMP) that would identify protocols for the City and stadium to direct/route traffic. Therefore, parking demand created by the Minor League Baseball stadium would not create traffic hazards.

There are no parking ratios identified for sports fields in the City's Development Code. Peak events at the soccer and baseball/softball fields generate higher traffic volumes than peak games at the stadium and could coincide with events at the stadium. As identified in Table 5.17-5 of the Draft EIR, on weekdays, there would be a maximum of 21,286 vehicle trips on a weekend with a tournament, resulting in a maximum of 10,643 vehicles during a day; however, these vehicles would not be onsite at the same time but spread out throughout the day as individual games start and end. Even during the peak scenario with concurrent events, the ORSC would have sufficient parking spaces left over such that demand would not exceed 90 percent of the parking supply. Therefore, there is sufficient parking onsite to accommodate demand from other activities within the ORSC site in addition to a stadium event.

The ORSC includes netting along Riverside Drive and Vineyard Avenue adjacent to Planning Area 5, which would serve a dual purpose by preventing balls from entering the roadways and inhibiting illegal drop-off of youth sports athletes along these roadways. Events at the sports park would require preparation of a Parking and Event TMP that would identify protocols for the City to direct/route traffic. The TMP would require parking control offices or other personnel acceptable to the City to manage pedestrian flows to and from the facilities, directing pedestrians to the primary corridors serving the ORSC site. Therefore, parking demand created by the events at the outdoor and indoor sports park would not create traffic hazards.

Temporary Construction Truck Traffic

Development of the ORSC would include construction activities that may temporarily impact traffic flow in the vicinity of the ORSC site. Construction traffic is anticipated to generate up to 1,046 daily employee trips, 251 daily vendor trips, and 241 daily hauling trips. Construction schedules provided by the City indicate shifts for contractors and vendors beginning at 7:00 am and concluding between 4:00 pm and 6:00 pm. Hauling trips are expected to take place outside of AM and PM peak hours Oversized vehicles may travel at lower speeds, construction trips could travel during peak hours, staging locations could impact routes and safety, and closure of access roads may occur. Therefore, this impact is considered potentially significant.

Emergency Access and Response

The number of people visiting and working at the ORSC site would fluctuate throughout the year and on a daily basis because the schedule of activities at the proposed baseball stadium and use of the proposed city recreation facilities would vary based on sport seasons. For example, weekday average visitors would be 3,692 but on a weekend there could be 13,650 visitors onsite. On such a day,

thousands of people might have to evacuate during a large-scale emergency. Impacts are considered potentially significant.

Mitigation Measures

The following mitigation measure was included in the Draft EIR and the Final EIR and is applicable to the Proposed Project. The measure as provided includes any revisions incorporated in the Final EIR.

TRAF-2 (See Section D.5, *Transportation*, below) MM TRAF-2 would also reduce impacts related to hazards from event traffic control.

TRAF-3 Prior to issuance of grading permits, the construction contractor shall prepare and submit a construction management plan. The construction management plan shall be approved by the City of Ontario Public Works Department. The construction management plan shall identify construction hours, truck routes, travel patterns for haul routes, staging and parking areas, staggered worker arrival times, and safety procedures for pedestrians and cyclists. The construction management plan shall prohibit the use of heavy construction vehicles during peak hours. The plan shall also require the construction contractor to implement the following measures during construction activities, which shall be discussed at the pre-grading conference/meeting:

- Minimize obstruction of through-traffic lanes and provide temporary traffic controls, such as a flag person, during all roadway improvement activities to maintain adequate access for emergency vehicles and personnel.

- Develop a traffic plan to minimize interference for emergency vehicles and personnel from demolition and construction activities (e.g., advanced public notice of demolition and construction activities).

Finding

Changes or alterations have been required in, or incorporated into, the Proposed Project that avoid or substantially lessen the significant environmental effect as identified in the Draft EIR. These changes are identified in the form of the mitigation measures above. The City of Ontario hereby finds that implementation of the mitigation measures is feasible, and the measure are therefore adopted.

Rationale for Finding

Mitigation Measure TRAF-3 would require preparation and implementation of a construction management plan. With implementation of Mitigation Measure TRAF-3, potential impacts associated with construction hazards would be reduced to a level that is less than significant.

Mitigation Measure TRAF-2 would require preparation of a Parking and Event TMP to ensure that traffic on weekends with major events would not impede emergency operations or local traffic. This would ensure that the ORSC does not conflict with the City's emergency response and evacuation

plans. Therefore, no significant unavoidable adverse impacts relating to event traffic would remain. (Draft EIR pg. 5.17-29)

8. Tribal Cultural Resources

Impact 5.18-1: The ORSC and offsite sewer extension could cause a substantial adverse change in the significance of a tribal cultural resource that is:

i) listed or eligible for listing in the California Register of Historical Resources or in a local register of historical resources as defined in Public Resources Code section 5020.1(k). [Threshold TCR-1.i]

ii) determined by the lead agency to be significant pursuant to criteria in Public Resources Code section 5024.1(c).

Tribal Cultural Resources

The Sacred Land File (SLF) search conducted by the Native American Heritage Commission (NAHC) did not indicate the presence of known tribal cultural resources within or immediately adjacent to the ORSC site or Offsite Improvement Area. However, one cultural resource believed to be associated with Native American occupation in the area has been documented within one mile of the ORSC site. This resource was not found within the boundary of the ORSC site or the Offsite Improvement Area.

Two tribes responded to the City's invitation for tribal resources consultation, the Gabrieleño Band of Mission Indians–Kizh Nation and the Cahuilla Band of Indians. All other tribes who have corresponded with the City regarding the ORSC have deferred consultation to other tribes. The Gabrieleño Band of Mission Indians–Kizh Nation provided information regarding the tribe's cultural connection to the ORSC site and mitigation measures that would reduce impacts to tribal cultural resources in lieu of in-person consultation on November 21, 2023. The Cahuilla Band of Indians consulted with the City on November 27, 2023, and agreed to share relevant cultural reports and include tribal monitors onsite during ground-disturbing activities.

Construction of the ORSC would require excavation and grading of the ORSC site in addition to trenching along Vineyard Avenue for the offsite sewer extension. As such, there is potential to uncover tribal cultural resources during construction, which would also include disturbing previously undisturbed soils. Since the ORSC could result in the discovery of subsurface tribal cultural resources (TCRs), the disturbance of which could cause a substantial adverse change in the significance of the resource(s), impacts would be potentially significant.

Mitigation Measures

The following mitigation measures were included in the Draft EIR and the Final EIR and is applicable to the Proposed Project. The measures as provided include any revisions incorporated in the Final EIR.

TCR-1 **Tribal Cultural Resources Monitoring**. The project archaeologist, in consultation with interested tribes and the City of Ontario, shall develop an archaeological

monitoring plan (AMP) to address the details, timing, and responsibility of archaeological and cultural activities that will occur on the ORSC site and Offsite Improvement Area. Details in the AMP shall include:

1. Project-related ground disturbance (including, but not limited to, brush clearing, grading, trenching, etc.) and development scheduling;

2. The development of a rotating or simultaneous schedule in coordination with the developer and the project archeologist for designated Native American Tribal Monitors from the consulting tribes during grading, excavation, and ground-disturbing activities on the site: including the scheduling, safety requirements, duties, scope of work, and Native American Tribal Monitors' authority to stop and redirect grading activities in coordination with all project archaeologists. Tribes shall coordinate as to Tribal Monitoring concurrent with development;

3. The protocols and stipulations that the City, Tribes, and project archaeologist will follow in the event of inadvertent cultural resources discoveries, including any newly discovered cultural resource deposits that shall be subject to a cultural resources evaluation.

At least 30 days prior to application for a grading permit and before any brush clearance, grading, excavation, and/or ground-disturbing activities on the site, the developer shall retain a tribal cultural monitor to monitor all ground-disturbing activities in an effort to identify any unknown archaeological resources.

Pursuant to the AMP, a tribal monitor from the consulting tribes shall be present during the initial grading activities. If tribal resources are found during grubbing activities, the tribal monitoring shall be present during site grading activities.

TCR-2 **Treatment and Disposition of Cultural Resources.** In the event that Native American cultural resources are inadvertently discovered during the course of any ground-disturbing activities, including but not limited to brush clearance, grading, trenching, etc., at the ORSC site or Offsite Improvement Area, the following procedures will be carried out for treatment and disposition of the discoveries:

1. Temporary Curation and Storage: During the course of construction, all discovered resources shall be temporarily curated in a secure location onsite or at the offices of the project archaeologist. The removal of any artifacts from the ORSC site and Offsite Improvement Area will need to be thoroughly inventoried with tribal monitor oversight of the process;

2. Treatment and Final Disposition: The landowner(s) shall relinquish ownership of all cultural resources, including sacred items, burial goods, and all archaeological artifacts and nonhuman remains as part of the required mitigation for impacts to cultural resources. The City shall relinquish the artifacts through one or more of the following methods:

a. Accommodate the process for onsite reburial of the discovered items with the consulting Native American tribes or bands. This shall include measures and provisions to protect the future reburial area from any future impacts. Reburial shall not occur until all cataloging, basic analysis, other analyses as recommended by the project archaeologist and approved by consulting tribes, and basic recordation have been completed; all documentation should be at a level of standard professional practice to allow the writing of a report of professional quality;

b. A curation agreement with an appropriate qualified repository in San Bernardino County that meets federal standards per 36 CFR Part 79, and therefore the resource would be professionally curated and made available to other archaeologists/researchers for further study. The collections and associated records shall be transferred, including title, to an appropriate curation facility in San Bernardino County, to be accompanied by payment of the fees necessary for permanent curation;

c. For purposes of conflict resolution, if more than one Native American tribe or band is involved with the project and cannot come to an agreement as to the disposition of cultural materials, materials shall be curated at the San Bernardino County Museum by default;

d. At the completion of grading, excavation, and ground-disturbing activities on the site, a Phase IV Monitoring Report shall be submitted to the City documenting monitoring activities conducted by the project archaeologist and Native Tribal Monitors within 60 days of completion of grading. This report shall document the impacts to the known resources on the property; describe how each mitigation measure was fulfilled; document the type of cultural resources recovered and the disposition of such resources; provide evidence of the required cultural sensitivity training for the construction staff held during the required pregrade meeting; and, in a confidential appendix, include the daily/weekly monitoring notes from the archaeologist. All reports produced will be submitted to the City, County Museum, and consulting tribes.

TRC-3 **Unanticipated Discovery of Human Remains and Associated Funerary or Ceremonial Objects.** Native American human remains are defined in Public Resources Code Section 5097.98(d)(1) as an inhumation or cremation, and in any state of decomposition or skeletal completeness. Funerary objects, called associated grave goods in Public Resources Code Section 5097.98, are also to be treated according to this statute.

a) If Native American human remains and/or grave goods are discovered or recognized on the ORSC site or Offsite Improvement Area, then Public Resource Code 5097.9 as well as Health and Safety Code Section 7050.5 shall be followed.

b) Human remains and grave/burial goods shall be treated alike per California Public Resources Code section 5097.98(d)(1) and (2).

c) Preservation in place (i.e., avoidance) is the preferred manner of treatment for discovered human remains and/or burial goods.

d) Any discovery of human remains/burial goods shall be kept confidential to prevent further disturbance.

Finding

Changes or alterations have been required in, or incorporated into, the Proposed Project that avoid or substantially lessen the significant environmental effect as identified in the Draft EIR. These changes are identified in the form of the mitigation measures above. The City of Ontario hereby finds that implementation of the mitigation measures is feasible, and the measures are therefore adopted.

Rationale for Finding

Mitigation Measures TCR-1 through TCR-3 would reduce potential impacts associated with tribal cultural resources to a level that is less than significant by requiring by monitoring, treatment, and final deposition of resources in coordinate with the Tribes. Therefore, with implementation of mitigation impacts to tribal cultural resources would be less than significant . (Draft EIR pg. 5.18-13)

9. Wildfire

Impact 5.20-1: The ORSC could substantially impair an adopted emergency response plan or emergency evacuation plan.

Emergency Response

The number of people visiting and working at the ORSC would fluctuate throughout the year and on a daily basis because the schedule of activities at the proposed baseball stadium and use of the proposed city recreation facilities would vary based on sport seasons. For example, weekday average visitors would be 3,692 but on a weekend there could be 13,650 visitors onsite. On such a day, thousands of people might have to evacuate during a large-scale fire or other emergency. Impacts are considered potentially significant. Development of the ORSC would also include construction activities that may also temporarily impact traffic on the ORSC site.

Therefore, construction, and operation of the ORSC could impair an emergency response plan or evacuation plan, and impacts would be potentially significant.

Mitigation Measures

Mitigation Measures TRAF-2 (see Section D.5 below) and TRAF-3 (see Section C.7 above) are applicable to this impact and would reduce impacts associated with emergency response and evacuation to less than significant.

Finding

Changes or alterations have been required in, or incorporated into, the Proposed Project that avoid or substantially lessen the significant environmental effect as identified in the Draft EIR. These changes are identified in the form of the mitigation measures TRAF-2 and TRAF-3 below. The City of Ontario hereby finds that implementation of the mitigation measure is feasible, and the measure is therefore adopted.

Rationale for Finding

Per Mitigation Measure TRAF-2, a TMP would be prepared to ensure that traffic on weekends with major events, such as baseball game at the Minor League Baseball Stadium or tournaments and games held at the City park and indoor athletic facility building, would not impede emergency operations or local traffic. This would ensure that the ORSC does not conflict with the City's emergency response and evacuation plans during operation of the ORSC.

Additionally, Mitigation Measure TRAF-3 requires preparation and implementation of a construction management plan to ensure that construction activities do not interfere with emergency access. Additionally, the City's Building and Safety Department, along with the Ontario Fire Department and Police Department, would review building plans during plan check to ensure that adequate site access is maintained and that roadway improvements and project driveways would not interfere with circulation on adjacent streets. Therefore, the ORSC would not conflict with implementation of emergency response or evacuation plans during construction or operation, impacts would be less than significant. (Draft EIR pg. 5.20-16)

D. SIGNIFICANT AND UNAVOIDABLE SIGNIFICANT IMPACTS THAT CANNOT BE MITIGATED TO BELOW THE LEVEL OF SIGNIFICANCE

The following summary describes the unavoidable adverse impact of the Proposed Project where either mitigation measures were found to be infeasible, or the mitigation measures are under the control of another lead agency. The following impact would remain significant and unavoidable.

1. Agriculture and Forestry Resources

Impact 5.2-1: The ORSC would convert 53 acres of California Resource Agency designated Prime Farmland to recreational and hospitality land use.

Loss of Prime Farmland

The ORSC site contains 53 acres of Prime Farmland, all of which would be converted to non-agricultural use. The sewer alignment in the Offsite Improvement Area would not have the potential impact Farmland because these improvements would be below-ground.

The ORSC site is currently designated for residential uses under TOP 2050. While the ORSC would amend the land use designations of the ORSC site to support the proposed commercial, recreation, and stadium uses, the agricultural impacts of developing the ORSC site with the proposed uses would

be similar to development under the current designation of the ORSC site. Nonetheless, the ORSC would have a significant impact with regard to the conversion of agricultural land on the ORSC site.

Mitigation Measures

In compliance with CEQA, "each public agency shall mitigate or avoid the significant effects on the environment of any project it carries out or approves whenever it is feasible to do so" (Public Resources Code, Section 21002.1[b]). The term "feasible" is defined in CEQA to mean "capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, and technological factors" (Public Resources Code, Section 21061.1).

For loss of Farmland, it is the policy of Ontario to mitigate impacts within the city boundaries because this is the area the City has direct jurisdictional control over. In accordance with this policy, the City has determined there is no suitable replacement acreage within the City and there are no feasible mitigation measures that would reduce the Proposed Project's significant impacts regarding agricultural conversion to levels that would be less than significant. The following mitigation measures to reduce the impacts on agriculture have been considered; however, none of the measures would feasibly be able to reduce the significant impacts to levels less than significant:

- **Retention of Onsite Agricultural Uses**. This measure would allow, create, or maintain islands of agricultural uses within an urbanized setting, exacerbating potential land use conflicts and land use incompatibilities. The TOP land use plan does not establish or maintain any "Agricultural" Land Use designations within the City. However, Section 6.01.035(C)(1), AG (Agricultural) Overlay Zoning District, of the Ontario Development Code allows the continuation of existing agricultural uses on an interim basis until such time that the land is developed in accordance with TOP. The AG Overlay provides means for temporary agricultural use of existing farmland in the City but the City's adopted land use plan and policies would not allow for the permanent retention of agricultural uses once development is proposed. The "Retention of Onsite Agricultural Uses" mitigation strategy would therefore conflict with adopted land use plan and would require amendments to the land use plan. Such an amendment to the land use plan would also conflict with the goals of the regional plans and policies from the Southern California Association of Government (SCAG), which require that the City's land use plan facilitate the development of City's remaining agricultural land. For example, to comply with its SCAG-designated Regional Housing Needs Allocation (RHNA), the City's Housing Element must provide capacity for new housing development. The City's adopted 2021-2029 designates approximately 82 percent[6] of the City's housing capacity within Ontario Ranch. Furthermore, the mitigation strategy would conflict with SCAG's Regional Transportation Plan/Sustainable Communities Strategy (known as Connect SoCal) which prioritizes the development of land within the City's existing Spheres of Influence to avoid further sprawl and conversion of agricultural land. Based on the preceding, retention of onsite agricultural uses is considered infeasible.

[6] As shown in Table 5-16, Availability of Land to Meet RHNA, 2021–2029, in the Housing Element, the City's total realistic capacity is 26,197 housing units and the total number of housing units of the Opportunity Areas within Ontario Ranch is 21,587 units.

- **Replacement of Agricultural Resources Offsite.** Replacement of agricultural resources at an offsite location would require the City to purchase offsite replacement acreage not designated as Farmland and improve or restore it to Farmland status. Creation of additional Farmland in the City is contrary to The Ontario Plan (TOP) land use plan policies and vision as summarized previously and would require comprehensive amendment of the Policy Plan, which would in turn conflict with the City's Housing Element and Connect SoCal. Using another area within Ontario Ranch for mitigation of impacts related to the Proposed Project would result in the same issues as previously described in consideration of onsite mitigation. Therefore, there is no suitable replacement acreage within the city to mitigate for loss of Farmland. Similar to the reasons why onsite mitigation is not feasible, offsite mitigation within Ontario Ranch is also infeasible. Offsite areas may not have sufficient water needed to support agricultural practices. It is also speculative as to whether replacement of agricultural resources offsite meets the additionality requirements of CEQA. Furthermore, it is the policy of Ontario to mitigate impacts within the city boundaries because this is the area the City has direct jurisdictional control over. Additionally, the "Replacement of Agricultural Resources Offsite" mitigation strategy would likely result in potentially adverse environmental impacts including, but not limited to, impacts to biological resources, hydrology/water quality, air quality, greenhouse gas emissions, and land use and planning. In this regard, the mitigation strategy would likely result in increased, rather than diminished environmental impacts. Based on the preceding, replacement of agricultural resources at offsite locations is considered infeasible.

- **Relocation of Prime Farmland Topsoil.** Relocation of Farmland topsoil would entail removal of the top 12 to 18 inches of topsoil from Farmland properties and the placement of this soil at sites that have lesser quality soil. This would promote creation of new or additional Farmland status properties in the City, rather than provide for their transition to urban uses. This measure would have its own environmental impacts, including increased truck traffic on local roadways from both hauling soil offsite and replacement soil onsite; increased diesel truck emissions; construction noise; and increased duration of construction. The relocation of prime farmland soils on another active farm would increase other environmental impacts and is therefore considered infeasible. This would be contrary to the TOP land use plan policies and vision as summarized previously and would require comprehensive amendment of the Policy Plan. Furthermore, the ORSC site is an active dairy, which resulted in soils onsite with high organic content. The ORSC entails removal of soils with high organic content prior to development. Therefore, removal of high organic content topsoil is already a component of the ORSC. The redesignation of land that is currently designated for urban development to agricultural use would also be inconsistent with the City's Housing Element and Connect SoCal.

- **Establishment of Conservation Easement or Preserves.** The "Establishment of Conservation Easement or Preserves" mitigation strategy would require comprehensive amendment to the Policy Plan, resulting in the same conflicts with local and regional land use plans/policies discussed above. Local and regional policies have long since slated the Ontario Ranch for suburban development. The City has not indicated that such amendment is warranted or desired and has initiated no such action. At the ORSC site, establishment of agricultural conservation easements or preserves would negate the Proposed Project, requiring the No-Project Alternative, which was

rejected for failing to meet the Proposed Project objectives (see Chapter 7, *Alternatives*, of the Draft EIR). Based on the preceding, the "Establishment of Conservation Easement or Preserves" mitigation strategy is considered infeasible.

- **Payment in Lieu or Transfer of Development Rights**. Transferring development rights would involve the purchasing of the right to develop land from a currently undeveloped piece of land and transferring those rights to farmland within the City. The City of Ontario has not implemented a Transfer of Development Rights (TDR) Program. Implementation of a TDR program would require amending the City Development Code and comprehensive amendment of the Policy Plan. While such a program could be developed to preserve farmland in San Bernardino County, the Important Farmland on the ORSC site would still be developed, resulting in a net loss of Important Farmland in the City. Based on the preceding, implementation of a "Transfer of Development Rights Program" mitigation strategy is considered infeasible.

  The City has considered but rejected the collection of fees for offsite mitigation of agricultural impacts. Neither the City nor the adjoining counties have adopted fee programs. Absent viable programs in the region, the imposition of fees would not serve to mitigate the impacts of the Proposed Project. Furthermore, an offsite fee mitigation program would not avoid the loss of farmland; would not minimize the effect of the Proposed Project; would not repair, rehabilitate, or restore the affected farmland; and, absent a viable fee program, would not replace affected farmland with substitute farmland. Thus, such a program would not actually mitigate or substantially lessen the significant impact of the Proposed Project.

Overall, no feasible mitigation measures have been identified, which would substantially lessen the Proposed Project's significant impacts related to the loss of Prime Farmland and conversion of farmland to nonagricultural use. This finding is consistent with the finding in 2010 TOP EIR (State Clearinghouse No. 2008101140) and Armstrong Ranch Specific Plan EIR (State Clearinghouse No. 2006111009), that there are no feasible mitigation measures to reduce impacts on Important Farmland or the conversion of agricultural land to nonagricultural uses, and thus impacts would be significant and unavoidable. (Draft EIR pg. 5.2-12)

Finding

The City finds that there are no mitigation measures that are feasible, taking into consideration specific economic, legal, social, technological, or other factors, that would mitigate this impact to a less-than-significant level, and further, that specific economic, legal, social, technological, or other considerations, including considerations for the provision of employment opportunities for highly trained workers, make infeasible the alternatives identified in the EIR, as discussed in Section IV of these Findings (Public Resources Code Section 21081(a)(1), (3); Guidelines Section 15091(a)(1), (3)). As described in the Statement of Overriding Considerations, the City has determined that this impact is acceptable because specific overriding economic, legal, social, technological, or other benefits, including regionwide or statewide environmental benefits, of the Proposed Project outweigh its significant effects on the environment.

2. Air Quality

Impact 5.3-1: The ORSC would conflict with the South Coast AQMD's Air Quality Management Plan.

AQMP Consistency

South Coast Air Quality Management District (AQMD) is directly responsible for reducing emissions from area, stationary, and mobile sources in the Southern California Air Basin (SoCAB) to achieve the National and California Ambient Air Quality Air Standard (AAQS) and has responded to this requirement by preparing an Air Quality Management Plan (AQMP). The South Coast AQMD Governing Board adopted the 2022 AQMP.

The two principal criteria for conformance with an AQMP are:

1. Whether the project would exceed the assumptions in the AQMP.

2. Whether the project would result in an increase in the frequency or severity of existing air quality violations, cause or contribute to new violations, or delay timeline attainment of air quality standards.

Criterion 1: Consistency with Regional Growth Assumptions

The ORSC is considered a project of statewide, regional, or area-wide significance and could substantially affect the forecast growth assumptions for the region or city per Section 15206(b)(2) of the CEQA Guidelines. However, implementation of the ORSC would not involve any residential development and would not have a direct impact on local resident growth assumptions for the city. In addition, approximately 111 acres of the 199-acre site would be used for city park uses, consisting of parking, open park space, multipurpose soccer/football fields, and multiuse baseball/softball fields that would not substantially influence the employment growth forecasts for the city. Therefore, the ORSC is not anticipated to substantially affect demographic projections beyond what is accounted for in the current 2022 AQMP. Therefore, the ORSC would be potentially consistent with the AQMP under the first criterion.

Criterion 2: Consistency with Regional Air Quality Standards

The SoCAB is designated nonattainment for O_3 and $PM_{2.5}$ under the California and National AAQS,[7] nonattainment for PM_{10} under the California AAQS, and nonattainment for lead (Los Angeles County only) under the National AAQS. Long-term emissions generated by the ORSC would include criteria air pollutants that exceed the South Coast AQMD regional significance thresholds (see discussion of Impact 5.3-3 below). Consequently, buildout of the ORSC could contribute to an increase in frequency

[7] The SoCAB is pending a resignation request from nonattainment to attainment for the 24-hour federal $PM_{2.5}$ standards. The 2021 $PM_{2.5}$ Redesignation Request and Maintenance Plan demonstrates that the South Coast meets the requirements of the Clean Air Act to allow the Environmental Protection Agency (EPA) to redesignate the SoCAB to attainment for the 65 $\mu g/m^3$ and 35 $\mu g/m^3$ 24-hour $PM_{2.5}$ standards. The California Air Resources Board (CARB) will submit the 2021 $PM_{2.5}$ Redesignation Request to the EPA as a revision to the California State Implementation Plan.

or severity of air quality violations or delay attainment of the AAQS and would be potentially inconsistent with the AQMP under the second criterion.

Mitigation Measures

No mitigation measures are applicable for inconsistency with the South Coast AQMD AQMP. Mitigation Measure AQ-1 (See Section C.1, *Air Quality*, above) would reduce regional construction emissions to less than significant. Mitigation Measure AQ-2 (see Impact 5.3-3 below) would reduce operational emissions to the extent feasible; however, operational emissions would continue to exceed the South Coast AQMD significance thresholds due to vehicle emissions associated with operation of the ORSC. Because the fuel efficiency and fuel type of vehicles used by future employees and visitors are not under the control of the ORSC, no feasible mitigation was identified to further reduce mobile-source emissions. Therefore, Impact 5.3-1 would remain significant and unavoidable. (Draft EIR pg. 5.3-49)

Finding

Changes or alterations have been required in, or incorporated into, the Proposed Project that avoid or substantially lessen the significant environmental effect as identified in the Draft EIR. These changes are identified in the form of the Mitigation Measures AQ-1 and AQ-2. The City of Ontario hereby finds that implementation of the mitigation measures is feasible, and the measures are therefore adopted.

The City finds that there are no other mitigation measures that are feasible, taking into consideration specific economic, legal, social, technological, or other factors, that would mitigate this impact to a less-than-significant level, and further, that specific economic, legal, social, technological, or other considerations, including considerations for the provision of employment opportunities for highly trained workers, make infeasible the alternatives identified in the EIR, as discussed in Section IV of these Findings (Public Resources Code Section 21081(a)(1), (3); Guidelines Section 15091(a)(1), (3)). As described in the Statement of Overriding Considerations, the City has determined that this impact is acceptable because specific overriding economic, legal, social, technological, or other benefits, including regionwide or statewide environmental benefits, of the proposed project outweigh its significant effects on the environment.

Impact 5.3-3: Operational activities associated with the ORSC would generate long-term emissions that exceed South Coast AQMD's significance thresholds that cumulatively contribute to the nonattainment designations of the SoCAB.

Operational Phase Air Quality Emissions

The ORSC would generate criteria air pollutant emissions from on-road mobile sources, refrigerant use, area sources (e.g., landscaping equipment, architectural coating) and energy (i.e., natural gas used for heating and cooking). The ORSC would also result in periodic increases in daily VMT during events at the Minor League Baseball stadium, multipurpose fields, baseball/softball fields, and indoor athletic facility (volleyball and basketball games).

Table 5.3-11, *Ontario Regional Sports Complex Regional Operation Emissions: Worst Case Saturday with Events,* and Table 5.3-12, *Ontario Regional Sports Complex Regional Operation Emissions: Average Weekday,* in Section 5.3, *Air Quality*, of the Draft EIR, provide a conservative estimate of the maximum and average daily operations emissions associated with the ORSC site. As shown in these tables, implementation of the ORSC would exceed the South Coast AQMD regional significance thresholds for VOC, CO, and PM_{10} and cumulatively contribute to the nonattainment designations of the SoCAB. This impact would be potentially significant.

Overlapping Construction and Operational Emissions

Full implementation of the ORSC could take longer than the anticipated construction schedule, depending on funding for park improvements. Thus, its implementation could result in the simultaneous operation and construction of land uses. At the request of South Coast AQMD, Table 5.3-13, *ORSC Overlapping Construction and Operational Phase Emissions*, in Section 5.3 of the Draft EIR, shows the potential maximum daily emissions from overlap of construction and operation-related (buildout) activities. The table shows the potential maximum daily emissions from an overlap of the worst-case maximum daily emissions from construction activities and the worst-case maximum daily emissions under full buildout conditions of the ORSC. It should be noted that the combined construction and operational emissions shown in Table 5.3-13 are highly unlikely to occur because the maximum daily emissions from construction are drawn from construction years 2024 and 2025 when most ORSC components are under construction, up to 2 years before full operation is anticipated in 2027. Construction and operational impacts are evaluated based on their separate thresholds provided by South Coast AQMD.

Mitigation Measures

The following mitigation measure was included in the Draft EIR and the Final EIR and is applicable to the Proposed Project. The measure as provided include any revisions incorporated in the Final EIR. Mitigation Measures TRAF-1 (see Section D.5, *Transportation*) and TRAF-2 (see Section C.7, *Transportation*) to reduce vehicle trips and VMT, and Mitigation Measures GHG-1 to GHG-4 (see Section D.3, *Greenhouse Gas Emissions*, below) for building energy and electric vehicle charging would also reduce operational emissions.

AQ-2 All landscaping equipment (e.g., leaf blower) used for property management shall be electric powered only. The property manager/facility owner shall provide documentation (e.g., purchase, rental, and/or services agreement) to the City of Ontario Planning Department to verify to the City's satisfaction that all landscaping equipment utilized will be electric powered.

Long-term operation of the ORSC would exceed the South Coast AQMD regional significance thresholds. Mitigation Measure TRAF-1 would be required to reduce VMT and include transportation demand management measures such as pedestrian and active transportation improvements. Nonetheless, the vehicle fuel source, vehicle fuel efficiency, and travel mode for visitors are largely outside of the control of the ORSC. As such, no additional mitigation would be feasible to reduce vehicle-related emissions. To address VOC and CO emissions from area sources, Mitigation Measure AQ-2 would be required to ensure that all landscaping and property maintenance tools and equipment

are electric powered and do not use fossil fuels. Additionally, Mitigation Measures GHG-1 through GHG-4 would reduce building energy use and would expand the use of electric vehicle charging onsite. These mitigation measures would reduce operational emissions to the extent feasible. However, long-term emissions would continue to exceed the South Coast AQMD's regional significance thresholds. Therefore, Impact 5.3-3 would remain significant and unavoidable. (Draft EIR pg. 5.3-53)

Finding

Changes or alterations have been required in, or incorporated into, the Proposed Project that avoid or substantially lessen the significant environmental effect as identified in the Draft EIR. These changes are identified in the form of the mitigation measures (AQ-2, TRAF-1, TRAF-2, GHG-1, and GHG-4) identified above. The City of Ontario hereby finds that implementation of the mitigation measures is feasible, and the measures are therefore adopted.

The City finds that there are no other mitigation measures that are feasible, taking into consideration specific economic, legal, social, technological, or other factors, that would mitigate this impact to a less-than-significant level, and further, that specific economic, legal, social, technological, or other considerations, including considerations for the provision of employment opportunities for highly trained workers, make infeasible the alternatives identified in the EIR, as discussed in Section IV of these Findings (Public Resources Code Section 21081(a)(1), (3); Guidelines Section 15091(a)(1), (3)). As described in the Statement of Overriding Considerations, the City has determined that this impact is acceptable because specific overriding economic, legal, social, technological, or other benefits, including regionwide or statewide environmental benefits, of the proposed project outweigh its significant effects on the environment.

3. Greenhouse Gas Emissions

Impact 5.8-1: The ORSC would generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment.

GHG Emissions

Construction

Construction of the ORSC would generate emissions associated with construction equipment and worker vehicle exhaust, manure off-hauling, site preparation, rough grading, fine grading, utilities trenching, building construction, paving, architectural coating, and finishing and landscaping as well as offsite improvements and sewer construction within the Offsite Improvement Area. A conservative estimate of construction GHG emissions associated with the ORSC is provided in Table 5.8-4, *Ontario Regional Sports Complex Construction GHG Emissions,* in Section 5.8, *Greenhouse Gas Emissions*, of the Draft EIR. As shown, construction of the ORSC would result in 10,687 metric tons of carbon dioxide-equivalent ($MTCO_2e$) GHG emissions across the 2024 through 2027 construction period. The South Coast AQMD does not have a significance threshold for construction emissions. Therefore, the GHG emissions generated from full operation of the ORSC are provided in Table 5.8-5, *Ontario Regional Sports Complex Operational GHG Emissions*, in Section 5.8 of the Draft EIR, and are used to determine whether the ORSC exceeds the net zero emissions thresholds.

ORSC Buildout

Implementation of the ORSC would generate GHG emissions from vehicle trips, water demand, wastewater and solid waste generation, area sources (e.g., consumer cleaning products), and energy usage (i.e., natural gas and electricity). The ORSC would be required to comply with the applicable Building Energy Efficiency Standards and California Green Building Standards Code (CALGreen). The ORSC would also include project design features that address water conservation and water-efficient landscaping that would comply with CALGreen. These features include low-flow fixtures, native landscaping, rainwater catchment system, and dedicated separate landscaping water meters. These features would all help to reduce GHG emissions.

As shown in Table 5.8-5 in Section 5.8 of the Draft EIR, the ORSC is estimated to generate approximately 21,777 $MTCO_2e$ annually, which is considered a net increase from existing conditions. Consequently, GHG emissions impacts associated with the ORSC are considered potentially significant.

Mitigation Measures

The following mitigation measures were included in the Draft EIR and the Final EIR and are applicable to the Proposed Project. Additionally, Mitigation Measures TRAF-1 and TRAF-2 (See Section D.5, below) and AQ-2 (See Section D.2, *Air Quality*, above) would also reduce GHG emissions.

GHG-1 The City of Ontario shall require proposed buildings within the ORSC site to be all electric, with electricity to be the only permanent source of energy for all nonemergency building energy needs, including but not limited to water heating; mechanical equipment; and heating, ventilation, and air conditioning (HVAC) (i.e., space-heating and space cooling). All major appliances (e.g., dishwashers, refrigerators, and water heaters) provided/installed shall be electric-powered EnergyStar certified or an equivalent energy efficiency where applicable. The only exception to this measure shall be limited to commercial cooking uses. Prior to issuance of building permits for development projects, applicants shall provide plans that show the aforementioned requirements to the City of Ontario Planning Department. Prior to issuance of the certificate of occupancy, the City of Ontario Building Department shall verify installation of the electric-powered EnergyStar or equivalent appliances.

GHG-2 The City of Ontario shall require proposed buildings and parking areas within the ORSC site to include onsite renewable energy generation systems. Proposed buildings shall include photovoltaic (PV) and battery energy storage systems compliant with the Prescriptive Requirements of the California Building Standards Code, Part 6, California Energy Code. Proposed buildings may substitute alternative renewable energy generation technology (e.g., wind) for PV systems; however, that alternative generation technology system shall be sized to provide annual electricity equal to what would be provided by a PV system for that building compliant with the Prescriptive Requirements of the California Building Standards Code, Part 6, California Energy Code. Proposed parking areas shall include a PV system or alternative renewable

energy generation system (e.g., wind) to help offset electricity demand generated by electric vehicle charging. Prior to issuance of building permits for development projects, applicants shall provide plans that show the aforementioned requirements to the City of Ontario Planning Department. Prior to issuance of the certificate of occupancy, the City of Ontario Building Department shall verify installation of the PV and battery energy storage systems or alternative renewable energy generation systems.

Mitigation Measure TRAF-1 requires implementation of transportation demand management (TDM) measures, such as pedestrian and active transportation improvements, to reduce VMT. Nonetheless, the vehicle fuel source, vehicle fuel efficiency, and travel mode for visitors are largely outside of the control of the ORSC, so no additional mitigation would be feasible to reduce vehicle-related emissions. The second-largest emissions source, energy consumption, results from electricity use and the consumption of natural gas onsite. Therefore, Mitigation Measure GHG-1 is required to reduce all onsite natural gas consumption by requiring all uses that do not include commercial cooking appliances to be designed as all-electric, precluding the installation and use of gas-fueled appliances that are not necessary for commercial cooking activities. In addition, Mitigation Measure GHG-2 would be required to ensure that electricity is generated onsite from renewable sources to the extent feasible. However, even with the implementation of these mitigation measures, the ORSC emissions would still exceed the no net increase GHG emissions threshold, and impacts would remain significant and unavoidable. (Draft EIR pg. 5.8-32)

Finding

Changes or alterations have been required in, or incorporated into, the Proposed Project that avoid or substantially lessen the significant environmental effect as identified in the Draft EIR. These changes are identified in the form of the mitigation measures discussed above. The City of Ontario hereby finds that implementation of the mitigation measures is feasible, and the measures are therefore adopted.

The City finds that there are no other mitigation measures that are feasible, taking into consideration specific economic, legal, social, technological, or other factors, that would mitigate this impact to a less-than-significant level, and further, that specific economic, legal, social, technological, or other considerations, including considerations for the provision of employment opportunities for highly trained workers, make infeasible the alternatives identified in the EIR, as discussed in Section IV of these Findings (Public Resources Code Section 21081(a)(1), (3); Guidelines Section 15091(a)(1), (3)). As described in the Statement of Overriding Considerations, the City has determined that this impact is acceptable because specific overriding economic, legal, social, technological, or other benefits, including regionwide or statewide environmental benefits, of the proposed project outweigh its significant effects on the environment.

Impact 5.8-2: The ORSC could conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases.

Consistency with GHG Reduction Plans

Consistency with CARB Scoping Plan

The adopted 2022 California Air Resources Board (CARB) Scoping Plan is applicable to state agencies but is not directly applicable to cities/counties and individual projects (i.e., the Scoping Plan does not require the City to adopt policies, programs, or regulations to reduce GHG emissions). The ORSC would adhere to the programs and regulations identified by the Scoping Plan and implemented by State, regional, and local agencies to achieve the statewide GHG reduction goals of SB 32 and AB 1279. For example, new buildings within the ORSC site would meet the current CALGreen and Building Energy Efficiency standards at the time they are constructed.

Though statewide efforts could provide downstream reductions at the local level, the 2022 Scoping Plan identifies three priority areas for local actions that would support and amplify the overall state efforts to reduce GHG emissions and achieve the long-term climate goals: 1) transportation electrification, 2) VMT reduction, and 3) building decarbonization. Table 5.8-6, *Ontario Regional Sports Complex Consistency to the Scoping Plan Priority Areas*, in Section 5.8 of the Draft EIR evaluates consistency of the ORSC with these three Scoping Plan local action priorities and their attributes.

As discussed in the table, the ORSC would generally be inconsistent with the priority areas pertaining to transportation electrification and building decarbonization. Thus, although the ORSC site would adhere either directly or indirectly to statewide strategies, because it would not meet two of the three local action priority areas, it is considered inconsistent with the Scoping Plan.

SCAG's Regional Transportation Plan / Sustainable Communities Strategy

The Southern California Association of Government (SCAG) adopted the 2020-2045 Regional Transportation Plan/ Sustainable Communities Strategy (RTP/SCS), Connect SoCal, in September 2020. Connect SoCal does not require that local general plans, proposed projects, or zoning be consistent with the SCS, but provides incentives for consistency to governments and developers. It is anticipated that long-term and short-term (i.e., construction) jobs would be absorbed by the local and regional labor force, which would contribute to minimizing passenger vehicle VMT. However, as discussed in Section 5.17, *Transportation*, the ORSC would continue to result in a substantial increase in total VMT in the city and would exceed the City's VMT threshold. Therefore, while the ORSC would be generally consistent with Connect SoCal, it would remain inconsistent with the underlying VMT-reducing goals of SCAG's Connect SoCal; and therefore, and impacts related to consistency with SCAG's Connect SoCal would be potentially significant.

Ontario CCAP

To ensure new development projects are consistent with the City's Community Climate Action Plan (CCAP), the CCAP includes implementation of a development review process to reduce GHG emissions associated with new development. The development review process sets procedures for evaluating GHG impacts and determining significance for CEQA purposes by using the "Greenhouse

Reduction Measures Screening Thresholds Tables" to mitigate project GHG emissions that exceed the threshold level. The Screening Tables provide a menu of options that both ensure implementation of the reduction strategies and flexibility for projects to reduce GHG emissions to levels that align with the City's reduction goals. The ORSC is evaluated for consistency with the CCAP's applicable strategies in Table 5.8-7, *Ontario Regional Sports Complex Consistency with CCAP Strategies*, in Section 5.8 of the Draft EIR. As demonstrated in this table, the ORSC would be generally consistent with the GHG emissions reduction strategies in the City's CCAP. Nonetheless, the ORSC has the potential to conflict with the GHG reduction measures in the City's CCAP if development projects within the ORSC site do not adhere to the measures in the CCAP. As such, this impact would be potentially significant.

Mitigation Measures

The following mitigation measures were included in the Draft EIR and the Final EIR and are applicable to the Proposed Project. Additionally, Mitigation Measures GHG-1, GHG-4, AQ-2, TRAF-1, and TRAF-2 would also help the ORSC to achieve consistency with the applicable plans.

GHG-3 The City of Ontario shall require that the parking lots and parking structure install electric vehicle spaces in compliance with the voluntary Tier 2 standards under Section A5.106.5.3.2 of the Non-residential Voluntary Measures in the 2022 California Green Building Standards Code. All site plans submitted to the City of Ontario Planning Department shall illustrate compliance with Section A5.106.5.3.2.

1. For residential development completed between 2020 and 2030, the project shall not produce GHG emissions greater than 5.85 $MTCO_2e$/dwelling unit.

2. For residential development completed after 2030, the project shall not produce GHG emissions greater than 1.53 $MTCO_2e$/dwelling unit.

3. For nonresidential developments of all types completed between 2020 and 2030, the project shall not produce GHG emissions greater than 8.84 $MTCO_2e$/2,500 square feet of conditioned space.

4. For nonresidential developments of all types completed after 2030, the project shall not produce GHG emissions greater than 3.61 $MTCO_2e$/2,500 square feet of conditioned space.

For projects that include both residential and nonresidential space, the residential and nonresidential components must be assessed separately against their respective applicable thresholds.

GHG-4 The City of Ontario shall require applicants to design and construct buildings in Planning Areas 2, 3, and 4 to achieve a 100-point score with the 2022 Community Climate Action Plan (CCAP), Table 6, "Screening Table for Implementing GHG Performance Standards for Commercial, Office, Medical, Hotel, Industrial, and Retail Development, 2030." Alternatively, the analysis of development projects can be done through emissions calculations to demonstrate equivalent reductions using CalEEMod or a similar tool. Projects that do not use the CCAP Screening Tables to

demonstrate consistency with the 2022 CCAP must demonstrate that they will generate annual GHG emissions that do not exceed the following emission screening thresholds from the CCAP:

1. For residential development completed between 2020 and 2030, the project shall not produce GHG emissions greater than 5.85 $MTCO_2e$/dwelling unit.

2. For residential development completed after 2030, the project shall not produce GHG emissions greater than 1.53 $MTCO_2e$/dwelling unit.

3. For nonresidential developments of all types completed between 2020 and 2030, the project shall not produce GHG emissions greater than 8.84 $MTCO_2e$/2,500 square feet of conditioned space.

4. For nonresidential developments of all types completed after 2030, the project shall not produce GHG emissions greater than 3.61 $MTCO_2e$/2,500 square feet of conditioned space.

For projects that include both residential and nonresidential space, the residential and nonresidential components must be assessed separately against their respective applicable thresholds.

Implementation of Mitigation Measure GHG-4 would ensure that development projects within the ORSC are consistent with the City's CCAP. Additionally, implementation of the mitigation measures GHG-1 through GHG-4 as well as TRAF-1 would reduce impacts to the extent feasible. However, as discussed in Section 5.17, *Transportation*, of the Draft EIR, the ORSC would continue to result in a substantial increase in total VMT in the City and would exceed the City's VMT threshold and potentially be inconsistent with the VMT reduction goals in the Scoping Plan and SCS. Therefore, Impact 5.8-2 would be significant and unavoidable. (Draft EIR pg. 5.8-34)

Finding

Changes or alterations have been required in, or incorporated into, the Proposed Project that avoid or substantially lessen the significant environmental effect as identified in the Draft EIR. These changes are identified in the form of the mitigation measures discussed above. The City of Ontario hereby finds that implementation of the mitigation measures is feasible, and the measures are therefore adopted.

The City finds that there are no other mitigation measures that are feasible, taking into consideration specific economic, legal, social, technological, or other factors, that would mitigate this impact to a less-than-significant level, and further, that specific economic, legal, social, technological, or other considerations, including considerations for the provision of employment opportunities for highly trained workers, make infeasible the alternatives identified in the EIR, as discussed in Section IV of these Findings (Public Resources Code Section 21081(a)(1), (3); Guidelines Section 15091(a)(1), (3)). As described in the Statement of Overriding Considerations, the City has determined that this impact is acceptable because specific overriding economic, legal, social, technological, or other benefits, including regionwide or statewide environmental benefits, of the proposed project outweigh its significant effects on the environment.

Impact 5.13-2: Implementation of the ORSC would result in long-term operation-related noise that could exceed local standards and result in noise increases in the vicinity of the ORSC site.

Operational Noise Impacts

The ORSC operational phase activities could result in a substantial increase in long-term noise levels that has the potential to exceed the City of Ontario's noise standards. Noise sources evaluated include transportation noise, stadium noise (PA 1), athletic field noise (PA 5 and PA 7), and miscellaneous noise sources, as described below.

Stadium Noise

The Leq from stadium activities, namely Minor League Baseball games and concerts, was calculated at each noise-sensitive receptor. The predicted 1-hour Leq was compared to the City's exterior noise limits in the noise code. Since most activities are active for a full hour, the 1-hour Leq was used as a surrogate to assess compliance with the 15-minute Leq noise limits in the noise code. The noise analysis for the stadium analyzed two scenarios for events expected to occur at the stadium, minor league baseball games and concerts. The assumptions for these scenarios are described in Section 5.13 of the Draft EIR on pages 5.13-34 and 5.13-38.

Noise impacts for minor league baseball game events are considered less than significant because both the average hourly noise levels and maximum hourly noise levels at each receptor group location were less than the City's allowable daytime exterior noise levels for the land uses of the receptors. Similarly, the average and maximum hourly noise levels from concerts were also found to be below the City's thresholds for allowable exterior noise.

Athletic Field Noise

The CNEL hourly Leq from onsite outdoor amenities was calculated at each noise-sensitive receptor. Although sporting events on public facilities approved by the City are exempt from the City's noise code, the predicted peak 1-hour Leq was compared to exterior noise level limits in the City's noise code. Since most activities are active for a full hour, the 1-hour Leq was used as a surrogate to assess compliance with the City's 15-minute Leq noise level limits. Intermittent noise increases may result during batting practice, players cheering for teammates, or referees blowing whistles. However, none of these noise increases would be significant or permanent. Three main scenarios were evaluated to address noise from onsite athletic fields and other outdoor amenities: practice, games, and tournaments. The assumptions and modeled noise levels at receptor locations for each scenario are described in Section 5.13 of the Draft EIR on pages 5.13-43 through 5.13-50.

The noise levels under each of these scenarios would not exceed the City's allowable exterior noise level standards, overall resulting in a noise environment that is considered compatible with the existing adjacent community.

Miscellaneous Noise Sources

The ORSC site would include several onsite buildings and amenities that may produce miscellaneous sources of noise, including the Chicken N Pickle indoor/outdoor entertainment complex, a two-story hotel, retail shopping, and community recreation center. These structures will be mechanically heated and cooled via heating, ventilation, and air conditioning (HVAC) systems/cooling towers and may include interior equipment vented to the exterior via louvers. Additional miscellaneous noise sources may include small loading docks/designated delivery areas to accept deliveries at the proposed hotel, stadium, and retail spaces. The hotel, stadium, recreation center, and Chicken N Pickle may each have emergency generators for use during main power failures. Routine testing is typically required for generators, which results in a temporary increase in noise. Onsite landscape maintenance equipment will also generate occasional noise. The Chicken N Pickle will include pickleball courts, outdoor seating and yard game areas, and outdoor amplified music. Additionally, the stadium will include an amplification system for music and announcements.

- **HVAC Equipment.** Noise levels from HVAC equipment can vary widely depending on the manufacturer and size of equipment required for a site's heating and cooling needs. The minimum distance from any structure that would include rooftop mechanical equipment to any noise-sensitive land use is approximately 260 feet (from the proposed indoor athletic facility along the southern boundary of the site to a residential structure along Chino Avenue). Noise from mechanical equipment has the potential to exceed the municipal code limits if equipment is located too close or is not shielded. Therefore, HVAC noise is considered a potentially significant impact prior to mitigation.

- **Loading Docks.** Activities at small loading docks/delivery areas for the hotel, stadium, Chicken N Pickle, and retail spaces may result in intermittent increases in noise levels from truck door slams and pure tone backup alarms on delivery vehicles, for example. As explained in Section 5.13 of the Draft EIR on pages 5.13-53 through 5.13-54, noise levels from these activities are not anticipated to exceed the City's allowable noise standards due to the distance of receptors to these uses and the effect of onsite structures shielding this noise. Therefore, loading/unloading activities would not result in a significant impact.

- **Emergency Generators.** Manufacturer's specifications typically require routine testing of emergency generators, which is generally not exempted by municipal noise ordinances. However, testing would be periodic, assuming a total of 50 hours per year, translating to one hour per week. Depending on the size of emergency generators, maximum sound levels may range from 86 to 88 dBA at a distance of 23 feet for open generator sets (i.e., without weather or acoustical enclosures). Weather-proof enclosures would reduce maximum noise levels to approximately 81 dBA at a distance of 23 feet. With sound-attenuating enclosures, maximum sound levels at a distance of 23 feet may range between 72 to 75 dBA, depending on the level of enclosure (i.e., most manufacturers provide various levels of enclosures depending on sound-attenuation needs). To ensure compliance with the City's noise level limits during routine testing, all emergency generators would be equipped with sound-attenuating enclosures, testing would only occur during daytime hours (7:00 am to 10:00 pm) when noise limits are less stringent, and each emergency generator would be tested individually to preclude a cumulative noise level that exceeds the City's municipal

limits. A substantial permanent increase in ambient noise levels above limits established in the City's noise code is thereby not anticipated. Therefore, periodic testing of emergency generators would not result in a significant effect on the existing environment.

- **Maintenance Equipment**. Maintenance of property can occur between 8:00 am and 6:00 pm unless the equipment and activities comply with the noise level limits specified in the code. However, maintenance of public facilities is exempt from provisions of Section 5-29.08 of the City's noise code as long as these activities are immediately necessary (i.e., repair and improvements necessary to maintain public service) or cannot be conducted during normal business hours. Approximate noise levels associated with a gas lawn mower may be as high as 95 dBA at a distance of 3 feet. Residences along Riverside Drive are closest to areas that would require lawn maintenance, at an approximate distance of 100 feet, equating to approximately 65 dBA at the closest residences. It is assumed that landscape maintenance activities can be performed between 8:00 am and 6:00 pm whenever feasible, particularly in areas closest to noise-sensitive land uses where it would be more difficult to otherwise comply with the City's noise level limits. Lawn maintenance is anticipated to be periodic, occurring two times per week, and lawn maintenance equipment would only result in temporary increases in noise levels. Therefore, periodic lawn maintenance would not result in a significant effect on the existing environment.

- **Chicken N Pickle**. The Chicken N Pickle would include both indoor and outdoor entertainment areas with amplified music, a sports bar, pickleball courts, and yard games as well as outdoor dining and lounging areas. Based on hours of operation from other existing Chicken N Pickle locations, the entertainment complex opens as early as 8:00 am on weekdays and weekends and closes at 11:00 pm on Monday through Thursday, midnight on Fridays and Saturdays, and 10:00 pm or 11:00 pm on Sundays. Amplified music would be subject to provisions of the City's noise code, including audibility and time of day restrictions. The analysis of concert events at the proposed stadium was used as a conservative proxy for the impact of amplified music from the Chicken N Pickle. Noise levels from concerts held at the proposed stadium would be less than 40 dBA within all surrounding residential neighborhoods. Therefore, amplified music from the outdoor bar areas associated with the Chicken N Pickle is likely to be less than 40 dBA within adjacent residential neighborhoods due to its location onsite and distance to adjacent neighborhoods (closest residence along South Plymouth Avenue is approximately 875 feet from the Chicken N Pickle site, and closest residence to the stadium is approximately 970 feet). Amplified music would rarely be audible within the adjacent communities, as it is anticipated to be below background (L90) noise levels. Reference sound levels for pickleball are identified in a noise study conducted in Arizona. Based on that study, pickleball noise from 32 players at a distance of 10 feet from the edge of the court was measured at 66.9 dBA. Assuming a minimum distance of 875 feet from the Chicken N Pickle to the nearest residence and direct line of sight, pickleball noise levels would be reduced to approximately 28 dBA. Therefore, pickleball noise is not anticipated to result in a significant effect on the existing environment.

Transportation Noise

Table 5.13-18, *Summary of the Ontario Regional Sports Complex Traffic-Noise Levels by Receptor Group*, in Section 5.13, *Noise*, in the Draft EIR, provides the traffic noise levels and changes traffic noise for the

with– and without–ORSC and scenarios compared to existing conditions. A total of two noise-sensitive receptors, located in Receptor Group 1 and Receptor Group 3, are predicted to experience traffic-noise levels that exceed the allowable increases in ambient noise levels under the future with-ORSC conditions.[8] Increases in traffic-noise levels are predicted to range between 0 and 5.6 decibels, with the greatest increase occurring in Receptor Group 1. Therefore, traffic noise impacts are considered potentially significant.

Mitigation Measures

Miscellaneous Noise

The following mitigation measures were included in the Draft EIR and the Final EIR and are applicable to the Proposed Project. The measures as provided includes any revisions incorporated in the Final EIR.

N-2 **HVAC Equipment, Planning Area 6 Indoor Athletic Facility Building.** An acoustics study shall be provided to the City of Ontario prior to building permit issuance for the indoor athletic facility in Planning Area 6 that documents compliance with the overnight noise levels in the City's municipal code (45 dBA at single-family residences from 10:00 pm to 7:00 am). HVAC equipment for the indoor athletic facility shall be designed and/or placed to yield a sound level less than 58 dBA at 50 feet. Noise associated with operation of heating and cooling equipment shall be minimized by the design and strategic placement of equipment.

N-3 **HVAC Equipment, Planning Areas 2, 3, 4, and 7 Buildings.** An acoustics study shall be provided to the City of Ontario prior to building permit issuance for new structures with HVAC systems in Planning Areas 2, 3, 4, and 7 that documents compliance with the overnight noise levels in the City's municipal code (45 dBA at single-family residences from 10:00 pm to 7:00 am). HVAC equipment for the indoor athletic facility shall be designed and/or placed to yield a sound level less than 65 dBA at 50 feet to ensure compliance would result in a noise level of approximately 44 dBA at residential land uses to the east along Plymouth Avenue. Noise associated with operation of heating and cooling equipment shall be minimized by the design and strategic placement of equipment.

Mitigation Measures N-2 and N-3 would reduce commercial noise to less than significant noise levels.

Traffic Noise

A number of measures were considered for mitigating or avoiding the traffic noise impacts, as discussed below:

- **Special Roadway Paving**. Notable reductions in tire noise have been achieved via the implementation of special paving materials, such as rubberized asphalt or open-grade asphalt concrete overlays. For example, Sacramento County conducted a study of pavement noise along

[8] See Table 5.13-6, *Existing Traffic Noise Levels by Receptor Group,* in Section 5.13 of the Draft EIR for a description of the locations of each receptor group.

the Alta Arden Expressway and found improvements in an average of 4 dB compared to conventional asphalt overlay. While special roadway paving has the potential to reduce traffic noise levels to below the impact threshold for the two impacted receptors, implementation of this mitigation strategy is costly. Therefore, considering the approximate costs versus benefits, this mitigation measure is inadequate for reducing the noise impacts to less than significant levels.

- **Sound Barrier Walls**. Some segments may potentially benefit from the installation of sound barrier walls adjacent to the roadways that are predicted to have excessive sound levels due to the project. However, receptors along East Riverside Drive have direct access (via driveways) to the associated roadway that must be maintained. Therefore, barrier walls would prevent access to their individual properties and would be infeasible. Further, impacts to areas located on private property are outside of the control of future Specific Plan developers, so there would be limited admittance (onto these properties) to construct such walls (while neglecting the high cost of such wall systems). For the reasons listed, this approach would not be able to reduce noise impacts at all receptor areas to levels that are below significance. Therefore, noise increases along these segments would be significant and unavoidable.

- **Sound Insulation of Offsite Residences**. The highest roadway noise levels are predicted to reach up to 76 dBA CNEL. Exterior-to-interior noise reductions depend on the materials utilized, the design of the homes, and their conditions. To determine what upgrades would be needed, a noise study would be required for each house to measure exterior-to-interior noise reduction. Sound insulation may require upgraded windows, upgraded doors, and a means of mechanical ventilation to allow for a "windows closed" condition. There are no funding mechanisms and procedures that would guarantee that the implementation of sound insulation features at each affected home would offset the increase in traffic noise to interior areas and ensure that the 45 dBA CNEL would be achieved. Therefore, this method was dropped from further consideration.

As identified above, traffic generated by the ORSC would result in a substantial increase in noise levels in the vicinity of noise-sensitive land uses. There are no feasible mitigation measures that would reduce traffic generated by vehicles associated with the ORSC. (Draft EIR pg. 5.13-63)

Finding

Changes or alterations have been required in, or incorporated into, the Proposed Project that avoid or substantially lessen the significant environmental effect as identified in the Draft EIR. These changes are identified in the form of the mitigation measures discussed above. The City of Ontario hereby finds that implementation of the mitigation measures is feasible, and the measures are therefore adopted.

The City finds that there are no other mitigation measures that are feasible, taking into consideration specific economic, legal, social, technological, or other factors, that would mitigate this impact to a less-than-significant level, and further, that specific economic, legal, social, technological, or other considerations, including considerations for the provision of employment opportunities for highly trained workers, make infeasible the alternatives identified in the EIR, as discussed in Section IV of these Findings (Public Resources Code Section 21081(a)(1), (3); Guidelines Section 15091(a)(1), (3)). As described in the Statement of Overriding Considerations, the City has determined that this impact is acceptable because specific overriding economic, legal, social, technological, or other benefits,

including regionwide or statewide environmental benefits, of the proposed project outweigh its significant effects on the environment.

5. Transportation

Impact 5.17-2: The ORSC would generate a substantial increase in VMT.

VMT Impacts

Project-Level VMT Impacts

VMT forecasts for the ORSC and citywide average are presented in Table 5.17-3, *Ontario Regional Sports Complex Daily VMT per Service Population*, in Section 5.17, *Transportation*, of the Draft EIR As shown in the table, the ORSC is forecast to generate VMT/service population (SP) higher than the citywide average for baseline and cumulative conditions. It should be noted that the citywide average was estimated in accordance with the City's VMT analysis requirements using the most current available version of San Bernardino County Transportation Agency's travel demand model (SBTAM) consistent with the City's TOP 2050 buildout, and the ORSC VMT was estimated off-model using more conservative, project-specific information. Furthermore, the ORSC does not include any residential population and a relatively low employment population compared to the number of VMT generated (i.e., high level of visitors), and therefore results in a very high VMT/SP estimate. Nonetheless, because VMT/SP exceeds the city average, the ORSC would result in a potentially significant impact.

VMT per Visitor

To provide an additional perspective on the ORSC's VMT generation, an alternate metric, VMT per visitor, was developed for each major recreation and entertainment land use that had visitor estimates available. While this metric should not be used to determine significant impacts under the City's SB 743 methodology, it provides a more meaningful analysis on the VMT efficiency of the project by providing the expected VMT per user of the ORSC site. Table 5.17-4, *Ontario Regional Sports Complex VMT per Visitor*, in Section 5.17 of the Draft EIR shows the VMT/Visitor for weekdays, weekends, and all days. As shown in the table, though average VMT is higher on weekends, the higher number of visitors and higher average vehicle occupancy on weekends results in a lower VMT per visitor.

Cumulative VMT Impacts

The ORSC's effect on VMT in the city (boundary method) is shown in Table 5.17-5, *Ontario Regional Sports Complex Daily VMT Within the City Limits*, in Section 5.17 of the Draft EIR. This table shows that the ORSC would increase total VMT within the city between 70,128 to 92,086 miles per day and would exceed the "no net increase" thresholds. Therefore, the ORSC would result in a potentially significant cumulative increase in VMT within the city.

As identified previously, because the ORSC includes unique uses that are not in the model (recreation, entertainment, hospitality), SBTAM could not be used to analyze the project's effect on VMT within the city limits. Therefore, the approach to evaluating cumulative VMT impacts is very conservative because it assumes all VMT associated with the ORSC is new VMT. Nonetheless, cumulative impacts would be potentially significant.

Mitigation Measures

The following mitigation measures were included in the Draft EIR and the Final EIR and are applicable to the Proposed Project.

TRAF-1a **Commercial/Hospitality TDM Measures.** Applicants for commercial and hotel development in Planning Areas 2, 3, and 4 shall prepare Transportation Demand Management (TDM) measures analyzed under a VMT-reduction methodology consistent with the California Air Pollution Control Officers Association's (CAPCOA) *Final Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity* (2021) and approved by the City of Ontario. Measures shall include but are not limited to:

- Implement a voluntary commute trip reduction program for employees.
- Implement an employee parking cash-out program for employees.
- Collaborate with the City to support transit service expansion.
- Comply with requirements detailed in the Parking Management Plan, including providing parking validation for retail and hospitality visitors.

TRAF-1b **Stadium TDM Measures.** The Minor League Baseball stadium operator shall prepare Transportation Demand Management (TDM) measures analyzed under a VMT-reduction methodology consistent with the California Air Pollution Control Officers Association's (CAPCOA) *Final Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity* (2021) and approved by the City of Ontario. The Baseball Stadium Operator shall implement the following measures at the stadium as part of the TDM plan:

- Implement a voluntary commute trip reduction program for stadium employees.
- Implement an employee parking cash-out program for stadium employees.
- Implement paid public parking for visitors during stadium events. Cost structure, enforcement, and implementation will be detailed in the Parking Management Plan.
- Incentivize carpooling by providing a discounted parking rate for vehicles with five or more occupants.
- Collaborate with the City to support transit service expansion and support efforts to lower transit fares for stadium attendees.

TRAF-1c **City TDM Measures.** The City shall prepare Transportation Demand Management (TDM) analyzed under a VMT-reduction methodology consistent with the California Air Pollution Control Officers Association's (CAPCOA) *Final Handbook for Analyzing*

Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity (2021). The City shall implement the following measures for city-owned land uses within the Ontario Regional Sports Complex as part of the TDM plan:

- Implement a voluntary commute trip reduction program for recreation employees.
- Implement paid public parking for visitors during soccer, baseball, softball, basketball, and volleyball games and tournaments. Cost structure, enforcement, and implementation will be detailed in the Parking Management Plan.
- Incentivize carpooling by providing a discounted parking rate for vehicles with five or more occupants.
- Incentivize vanpooling to and from sports games and tournaments by implementing a vanpooling program for recreational sports attendees that provides affordable van rentals for visiting sports teams.
- Collaborate with Omnitrans to increase transit service in the project area and reduce transit fares for stadium attendees.

TRAF-2 The City of Ontario shall prepare and implement a Parking and Event Traffic Management Plan (TMP) for events at the stadium and City athletic facilities prior to opening day of the stadium. The TMP shall outline operational strategies to optimize access to and from the stadium and sports fields within the constraints inherent to a large public event.

The TMP shall have the following high-level objectives.

- Minimize single-occupancy auto mode share and reduce vehicle trips and parking demand generated by the project to the maximum extent practicable.
- Facilitate and promote safe use of nonautomobile transportation by people attending and supporting games and other events as well as other uses onsite.
- Facilitate a high-quality walking experience to the stadium from adjacent hospitality land uses in PAs 2, 3, and 4 by identifying key walking routes and major street crossing locations, so that wayfinding, infrastructure improvements, and/or personnel (e.g., traffic control officers, parking control officers, or other personnel acceptable to the City) can be placed at critical points to manage the interaction of pedestrians and vehicles during medium and large events.
- Maximize safety for all transportation users at key locations in and around the ORSC site during event ingress and egress.
- Minimize conflicts between ridesharing (i.e., Lyft, Uber), taxi operations, and walking and biking near the ORSC site.

- Facilitate the safe and efficient flow of vehicle traffic into and out of the site and the adjacent neighborhoods during event conditions.
- Minimize event-related vehicular, bicycle, and pedestrian impacts to surrounding residential and commercial areas.
- Minimize impacts to through traffic on adjacent arterial streets by separating project traffic to the extent possible.
- The TMP shall include the following:
- The TMP shall illustrate the recommended event management strategies, including traffic control plans pre- and post-event.
- The TMP shall require parking control officers or other personnel acceptable to the City to manage pedestrian flows to and from the facilities and directing pedestrians to the primary corridors serving the ORSC site.
- Event-day measures shall typically begin two hours prior to the event's start time until the start of the event and then again prior to the event's conclusion until typically one to two hours after the end of the event, depending on how long it takes for all attendees to exit the stadium and sport fields.
- The TMP is intended to be a living document and would be amended periodically by the City and stadium.
- Permanent and/or temporary signs shall be installed on Vineyard Avenue, Riverside Drive, and Chino Avenue to direct event traffic.
- The TMP shall address daily parking management in the ORSC site, with additional details for parking management on event days with multiple events.
- The City shall establish an operational oversight group made up of the transportation agencies and third party operator(s) that could be impacted by events as well as representation from local businesses and neighborhoods.
- The TMP shall identify:
    - Queuing lanes for vehicles waiting to enter the parking garages.
    - Dedicated rideshare/passenger pick-up and drop-off locations.
    - Fixed overhead signage and temporary signage/traffic control devices.
    - A dedicated emergency lane.
    - Internal roadways and access driveways that may be closed to facilitate pedestrian movement and consolidate access.

- Dedicated pedestrian routes that do not impede vehicle traffic.
- Strategies to implement depending on the scale of the event (e.g., differences between weekday game operation and weekend tournament).

Mitigation Measures TRAF-1 and TRAF-2 would reduce potential impacts for future development projects to the extent feasible. Future development in the ORSC would need to consider transportation demand management (TDM) measures consistent with those identified in the Mobility Element. TDM techniques include incentives to use transit; incentives to form carpools rather than drive alone; and making home, work, and shopping closer together to shorten travel distances. In addition, Mitigation Measure TRAF-2 would reduce VMT during events. Implementation of TDM measures could reduce VMT by up to 6,101,308 miles, or by up to approximately 10 percent (see Appendix L1 of the Draft EIR). However, Table 5.17-7, *Ontario Regional Sports Complex Daily VMT Per Service Population and Per Visitor With Mitigation*, in Section 5.17 of the Draft EIR identifies that VMT impacts under the ORSC would remain significant and unavoidable. (Draft EIR pg. 5.17-27)

Finding

Changes or alterations have been required in, or incorporated into, the Proposed Project that avoid or substantially lessen the significant environmental effect as identified in the Draft EIR. These changes are identified in the form of the mitigation measures discussed above. The City of Ontario hereby finds that implementation of the mitigation measures is feasible, and the measures are therefore adopted.

The City finds that there are no other mitigation measures that are feasible, taking into consideration specific economic, legal, social, technological, or other factors, that would mitigate this impact to a less-than-significant level, and further, that specific economic, legal, social, technological, or other considerations, including considerations for the provision of employment opportunities for highly trained workers, make infeasible the alternatives identified in the EIR, as discussed in Section IV of these Findings (Public Resources Code Section 21081(a)(1), (3); Guidelines Section 15091(a)(1), (3)). As described in the Statement of Overriding Considerations, the City has determined that this impact is acceptable because specific overriding economic, legal, social, technological, or other benefits, including regionwide or statewide environmental benefits, of the proposed project outweigh its significant effects on the environment.

E. PROGRAMMATIC ENVIRONMENTAL IMPACTS OF THE OFFSITE GENERAL PLAN AMENDMENTS AND REZONE

The Proposed Project would require compliance with SB 330 and SB 166 to ensure no net loss of residential units in the City. As described in Section II.E, *Project Description*, above the ORSC would require concurrent redesignation and rezoning of land currently designated as Low Density Residential (LDR) to Medium Density Residential (MDR) to offset the loss of land designated for residential uses on the ORSC site in TOP (referred to as the GPA and Rezone). The parcels proposed for redesignation and rezoning are located south of ORSC site on Vineyard Avenue. The following describes the impacts associated with GPA and Rezone.

1. Aesthetics

The proposed increase in density associated with the GPA and Rezone would allow more housing units to be developed on these parcels (2.1-5 dwelling units per acre under LDR to 11.1 to 25 dwelling units per acre under MDR), which would result in greater building heights and denser building forms than currently allowed.

- **Scenic Vistas and Highways.** Future development of these parcels in accordance with TOP could partially obstruct views of the San Gabriel Mountains and Santa Ana Mountains when viewed from north or south of Schaefer Avenue near its intersection with Vineyard Avenue and south of Chino Avenue near its intersection with Vineyard Avenue. However, there are no protected public views within the vicinity of these parcels and the City's scenic corridors, Euclid Avenue and Mission Boulevard, are over two miles west and north of the GPA and Rezone area, respectively. Additionally, development under the existing designation would also have similar impacts on the viewsheds since development of any structures on these parcels could partially obscure views of the mountains from nearby roadways. All development would be subject to TOP 2050 Policy CD-1.5 to ensure that major north-south streets are designed to feature views of the San Gabriel Mountains. Impacts to scenic vistas from rezoning would not be increased when compared to the existing development designation. Like the ORSC site, there are no designated or eligible scenic highways that could be affected by development at the GPA and Rezone area since the nearest eligible route (SR-142) is over seven miles west of the Area. (Draft EIR pg. 5.1-35)

- **Scenic Quality.** Future development of these parcels would comply with the provisions of the Ontario Development Code, Chapter 6, and the policies in the Community Design Element of TOP 2050. Compliance with these standards and policies would ensure that development is consistent with the City's regulations governing scenic quality. (Draft EIR pg. 5.1-35)

- **Light/Glare.** While this denser scale of development under the proposed rezoning would potentially create more new sources of glare and light when compared to development under the existing designation, the development would comply with the California Building Standards Code regulations concerning light and glare. Additionally, residential development in the City is subject to specific light and glare standards contained in Section 6.01.010, Residential Zoning Districts, of the Ontario Development Code, which require that exterior light fixtures prevent glare and light spillover on to adjacent properties, buildings, and public and private streets and roadways. Compliance with these standards would ensure that lighting and glare impacts are less than significant. (Draft EIR pg. 5.1-35)

2. Agriculture and Forestry Resources

The GPA and Rezone area includes 45.8 acres of Prime Farmland as designated by the Department of Conservation.

- **Loss of Important Farmland.** Development of the parcels pursuant to their existing LDR designation would likely result in significant and unavoidable impacts since development on these parcels would require the conversion of Important Farmland to an urban use. Regardless of the type of urban development proposed, the farmland at these parcels would need to be converted,

therefore the proposed GPA and Rezone of the parcels from a lower density residential to a higher density residential use would have no additional impact on these resources. The proposed GPA and Rezone would have no additional impact on important farmland compared to that identified in the 2022 EIR because this land has already been designated urban land uses in TOP, but would result in significant and unavoidable impacts if the parcels are developed. (Draft EIR pg. 5.2-9)

- **Agricultural Zoning/Williamson Act Contract.** Like the ORSC site, the GPA and Rezone area does not encompass land under active Williamson Act contracts. Additionally, the proposed GPA and Rezone would not change the Agricultural Overlay zoning of these parcels. A 19.25-acre portion of the parcels on Vineyard Avenue proposed for the land use change would in addition to the AG Overlay, have an Affordable Housing Overlay to meet the requirements of SB 166. The GPA and Rezone would have no impacts on Williamson Act contracts or agricultural zoning. (Draft EIR pg. 5.2-9)

- **Loss of Forestland/Conflicts with Timberland Zoning.** The GPA and Rezone area does not contain forestland or timberland zoning and therefore would result in no impacts. (Draft EIR pg. 5.2-9)

3. Air Quality

The GPA and Rezone is not anticipated to result in any additional air quality impacts beyond those identified in the Certified EIR for TOP 2050.

- **Consistency with AQMP.** As documented in Section 5.17, *Transportation*, the transportation model was adjusted to reflect the GPA and Rezone. However, the vehicle miles traveled outside the ORSC site does not differ between the future baseline and future with-project conditions. As such, the redesignation and rezoning of these parcels would not result in a significant increase in air quality emissions because these parcels are already designated and zoned as residential use in TOP and the increase in residential density is solely to offset the displacement of the residential land use designation on the 199-acre ORSC site. The offsite GPA and Rezone would be considered consistent with the underlying growth assumptions of the South Coast AQMD's AQMP. This impact would be less than significant. (Draft EIR pg. 5.3-45)

- **Regional Emissions.** The offsite GPA and Rezone would allow additional residential development beyond what currently exists along Vineyard Avenue; however, site-specific information related to the construction of the new homes which may be allowed are unknown. Nonetheless, individual projects facilitated by the GPA and Rezone would be required to go through their own environmental review, and incorporation of Mitigation Measure AQ-1 into individual projects would reduce construction-related emissions. In general, increasing residential density is expected to result in a more efficient, compact land use with less energy use per unit and fewer vehicle trips per unit than low density residential uses, which is reflected in Table 5.6-9, *Residential Energy Use and Vehicle Trip Generation Rates*, in Section 5.6, *Energy*, of the Draf EIR. Therefore, the offsite GPA and Rezone would not result in an exceedance of South Coast AQMD's significance thresholds or cumulatively contribute to a nonattainment designation of the SoCAB. (Draft EIR pg. 5.3-45)

- **Sensitive Receptors.** The GPA and Rezone along vineyard corridor would increase residential densities along the Vineyard Avenue corridor but would not result in greater impacts than identified in the Certified EIR for TOP 2050. Individual projects facilitated by the GPA and Rezone would be required to go through their own environmental review, and incorporation of TOP 2050 SEIR Mitigation Measure AQ-1 into individual projects would reduce construction-related emissions that contribute to health risks at nearby receptors, such as diesel exhaust. Therefore, the offsite GPA and Rezone would not result in significant impacts associated with exposing sensitive receptors to substantial pollutant concentrations. (Draft EIR pg. 5.3-46)

- **Odors.** The GPA and Rezone along vineyard corridor would increase residential densities along the Vineyard Avenue corridor but would not result in greater impacts than identified in the Certified EIR for TOP 2050. Additionally, all components of the Proposed Project would be required to comply with South Coast AQMD Rule 402. Therefore, the GPA and Rezone would not generate potentially significant odor impacts affecting a substantial number of people. (Draft EIR pg. 5.3-46)

4. Biological Resources

The existing setting of Offsite General Plan Amendment (GPA) and Rezone area is similar to the ORSC site and Offsite Improvement Area, containing primarily disturbed land used for agriculture. Many sensitive animal species have the potential to occur in the city, as discussed in Section 5.4, *Biological Resources*, of the TOP 2050 Draft SEIR.

- **Sensitive Species.** In compliance with existing federal and State laws, development of the Offsite GPA and Rezone area would be required to determine whether there is potential habitat onsite for sensitive species. If potential habitat were found onsite, focused surveys for those sensitive species potentially present would be required. If sensitive species were found, the project proponent would be required to consult with the CDFW regarding impacts to sensitive species and ensuing mitigation. Like the ORSC site and Offsite Improvement Area of the Proposed Project, development on the Offsite GPA and Rezone area would be required to pay a mitigation fee that would be deposited into a trust fund to be used for the acquisition, restoration, rehabilitation, and maintenance of lands deemed to have long-term conservation value. Compliance with the regulations and procedures detailed above would ensure that impacts to sensitive species are less than significant. (Draft EIR pg. 5.4-59)

- **Riparian Habitat/Sensitive Natural Communities/Jurisdictional Waters.** If the GPA and Rezone area contains surface water areas determined to be jurisdictional to the state and development of the Area would result in impacts to these waters, subsequent development would require CDFW approval pursuant to the Fish and Game Code (Section 1600 et. seq.) in the form of Streambed Alteration Agreements. Such impacts would require mitigation, also subject to CDFW approval. If the waters onsite are determined to be jurisdictional to the USACE, a Section 404 permit under the CWA may also be required. Development of the GPA and Rezone area would be required to comply with existing federal and State laws protecting sensitive habitat and riparian resources to ensure that impacts to these resources are mitigated to less than significant. (Draft EIR pg. 5.4-60)

- **Wildlife Movement.** As described in the SEIR for TOP 2050, no regional wildlife corridors have been identified within the City and like the ORSC site and Offsite Improvement Area, the GPA and Rezone area is largely disturbed and surrounded by urban development, limiting the potential for wildlife movement through the Area. However, like the other components of the Proposed Project, the GPA and Rezone area could contain habitat for nesting birds and roosting bats requiring mitigation to reduce impacts and avoid take of these species. However, any development of the GPA and Rezone would be subject to the existing state and federal laws including the MBTA that ensure the protection of sensitive species, reducing impacts to less than significant. (Draft EIR pg. 5.4-60)

- **HCP/NCCP and Local Ordinances/Policies.** Like the ORSC and Offsite Improvement Area portions of the Proposed Project, the Offsite GPA and Rezone area is not within the boundaries of an HCP/NCCP. The Offsite GPA and Rezone area is within the Ontario Recovery Unit for the DSFLF and may require focused surveys for DSFLF and consultation with the USFWS regarding mitigation of impacts on any DSFLF found, pursuant to Section 7 of the Federal ESA. If the GPA and Rezone area contains heritage trees as defined by Section 6.05.020, Tree Preservation Policy and Protection Measures, of the Ontario Development Code, development on these sites would also be subject the provisions of this section of the Development Code. Compliance with these regulations would ensure that impacts are less than significant. (Draft EIR pg. 5.4-60)

5. Cultural Resources

Impacts to cultural resources under the GPA and Rezone are expected to be similar to impacts that would occur under development of the GPA and Rezone area under its existing designation. Potential historic and archaeological resources are listed in Table 5.5-2, *Previously Recorded Cultural Resources Within One Mile of the ORSC Site and Offsite Improvement Area*, in Section 5.5, *Cultural Resources*, of the Draft EIR.

- **Historic Resources.** Known or future historic sites or resources listed in the national, California, or local registers would be protected through local ordinances, TOP 2050 policies, and state and federal regulations restricting alteration, relocation, and demolition of historical resources. Mitigation Measure 5-1 in the TOP 2050 SEIR requires evaluation of potential historic resources. The CEQA Guidelines require a project that will have potentially adverse impacts on historical resources to conform to the Secretary of the Interior's Standards for the Treatment of Historic Properties. Additionally, historic properties in the City are classified based on their determined degree of significance through three tiers, pursuant to Section 4.02.040(H) of the Ontario Development Code. Any type of development proposed for the GPA and Rezone area would require compliance with state and local regulations protecting historic resources. Development of the GPA and Rezone area under its existing designation would result in the same level of impacts to historic resources as development under the proposed designation. (Draft EIR pg. 5.5-29)

- **Archaeological Resources.** Like the ORSC site and Offsite Improvement Area, the GPA and Rezone area contains agricultural uses and is largely undeveloped. Therefore, unknown archaeological resources could exist in the GPA and Rezone area. Development of the GPA and Rezone area would be required to comply with existing federal, state and local regulations that provide protections to archaeological resources. Mitigation Measure 5-2 of the TOP 2050 SEIR

requires projects to provide studies that document the presence/absence of archaeological resources and provide a detailed mitigation plan to avoid and protect any potential resources based on the recommendations of a qualified cultural preservation expert. Development of the GPA and Rezone area under either its existing or proposed designation would likely require ground disturbance, thereby requiring a protection plan to be implemented to mitigate impacts to less than significant. Development of the GPA and Rezone area would require compliance with state and federal regulations in addition to Mitigation Measure 5-2 of the TOP SEIR. (Draft EIR pg. 5.5-29)

- **Human Remains.** Development at the GPA and Rezone area has the potential to impact human remains. California Health and Safety Code, Section 7050.5; CEQA Section 15064.5; and PRC Section 5097.98 mandate that a specific process to be followed in the event of an accidental discovery of any human remains in a location other than a dedicated cemetery, as described in Impact 5.5-3 (see Section III.B above). Compliance with state regulations would ensure that this impact is less than significant. (Draft EIR pg. 5.5-29)

6. Energy Resources

The GPA and Rezone would not result in any additional impacts with respect to energy.

- **Wasteful, Inefficient, or Unnecessary Energy.** In general, increasing residential density is expected to result in a more efficient, compact land use with less energy use per unit and fewer vehicle trips per unit than low density residential uses, as shown in Table 5.6-9 in Section 5.6 of the Draft EIR. As a result, per capita energy consumption from the new residences envisioned by the GPA and Rezone is anticipated to decrease from existing conditions. Therefore, the GPA and Rezone would not result in a significant impact related to the wasteful, inefficient, or unnecessary consumption of energy resources. (Draft EIR pg. 5.6-17)

- **Plan Consistency.** As discussed under Impact 5.8-2 (see Section III.B), the two plans or policies that were adopted for the purposes of encouraging energy efficiency and renewable energy which would apply to the Proposed Project include California's RPS and the City's CCAP. While the Proposed Project envisions more dense residential development along Vineyard Avenue, the Proposed Project does not include any site-specific proposal for residential development. As such, when individual residential development projects envisioned by the GPA and Rezone undergo their own environmental review, consistency with these plans will be considered, and mitigation will be applied as appropriate and necessary to reduce impacts to less than significant levels. Nonetheless, future development would be required to meet the version of the CBSC that is in effect at the time it goes through plan check and approval with the City. Therefore, the GPA and Rezone would not result in a significant impact related to consistency with a plan adopted for the purposes of reducing GHG emissions. (Draft EIR pg. 5.6-18)

7. Geology and Soils

These proposed changes under the GPA and Rezone would not result in additional impacts regarding geology and soils. These site-specific topics that would need to be addressed regardless of the type of residential development proposed. Future development at these sites would be required to comply

with federal, State, and local regulations concerning reduction of geologic and soil hazards and the protection of soils and paleontological resources.

- **Earthquakes.** Projects considered for approval under TOP would be required to comply with seismic safety provisions of the CBC (Title 24, Part 2 of the California Code of Regulations). Such compliance would reduce hazards arising from ground shaking to less than significant. (Draft EIR pg. 5.7-13)

- **Geohazards.** Projects considered for approval under TOP would be required to comply with the California Building Code (CBC). Compliance with the safety provisions of the CBC would ensure less-than-significant impacts from geology and soil hazards. (Draft EIR pg. 5.7-14)

- **Septic Tanks.** Similar to the ORSC, future development would be required to connect to the City's sewer and treated by IEUA. No impact would occur. (Draft EIR pg. 5.7-14)

- **Paleontological Resources**. The potential to uncover undiscovered paleontological resources is high within the City. Mitigation Measure 5-2 in the 2022 EIR would be applicable for future development associated with the GPA and Rezone. Mitigation Measure 5-2 requires that in the event of an unanticipated discovery of archaeological resources during grading and excavation of the site, a qualified archaeologist would assess the find and develop a course of action to preserve the find. Therefore, Mitigation Measure 5-2 would reduce potential impacts to paleontological resources to a level that is less than significant. (Draft EIR pg. 5.7-14)

8. Greenhouse Gas Emissions

- **Greenhouse Gas Emissions.** As explained in Section 5.17, of the Draft EIR, VMT outside the 199-acre ORSC does not differ between the future baseline and future with-project conditions. Because vehicular transportation, expressed in VMT generation, typically constitutes the largest GHG emission source for residential land uses, the redesignation and rezoning of these parcels would not result in a significant increase in GHG emissions. These parcels are already designated and zoned as residential use in TOP and the increase in residential density is solely to offset the displacement of the residential land use designation on the 199-acre ORSC site. Furthermore, in general, increasing residential density is expected to result in a more efficient, compact land use with less energy use per unit and fewer vehicle trips per unit than low density residential uses. Table 5.6-9, *Residential Energy Use and Vehicle Trip Generation Rates*, in Section 5.6, *Energy*, illustrates the energy consumption and vehicle trip generation rates anticipated for varying densities of residential development types. The energy consumption rates for the various residential land uses are drawn from CalEEMod default values, which reflect per-unit consumption rates from the CEC's 2019 Residential Appliance Saturation Survey, and the trip generation rates are drawn from the latest Institute of Transportation Engineers' (ITE) Trip Generation Manual (11th edition). As shown in Table 5.6-9, the GPA and Rezone is expected to result in generally more efficient per-unit energy consumption and vehicle trip generation. As a result, per capita GHG emissions from the new residences envisioned by the Offsite Amendments and Zone Changes is anticipated to decrease from existing conditions. Therefore, the GPA and Rezone would not result in a significant impact related to GHG emissions. (Draft EIR pg. 5.8-30)

- **Plan Consistency.** As discussed under Impact 5.8-2, the three plans that were adopted for the purposes of reducing GHG emissions which would apply to the GPA and Rezone area include CARB's 2022 Scoping Plan, SCAG's Connect SoCal, and the City's CCAP. While the Proposed Project envisions more dense residential development along Vineyard Avenue, the GPA and Rezone component does not include any site-specific proposal for residential development. As such, when individual residential development projects envisioned by the TOP Amendments and Zone Changes undergo their own environmental review, consistency with these plans will be considered, and mitigation will be applied as appropriate and necessary to reduce impacts to less than significant levels. Therefore, the GPA and Rezone would not result in a significant impact related to consistency with plans adopted for the purpose of reducing GHG emissions. (Draft EIR pg. 5.8-30)

9. Hazards and Hazardous Materials

The proposed land use changes of these parcels would not result in additional impacts with respect to hazardous conditions. The proposed change would allow the same type of use of the parcels but with a greater allowed density. Any impacts concerning hazardous conditions at these sites would be present and require treatment/remediation regardless of the scale of residential development allowed.

- **Hazardous Materials.** Development of the GPA and Rezone area would be required to comply with the applicable Federal, State, and local regulations that govern the use, storage, handling, generation, transport, and disposal of hazardous materials and wastes. Due to the existing agricultural uses at these parcels, Phase I ESAs could be required to assess the potential for hazardous conditions before a project is proposed. Impacts with respect to hazardous materials handling or the potential for release of hazardous materials into the environment for development under the proposed land use change would be similar to development under the existing designation since both designations would only allow residential uses. There would be no additional impacts with regard to hazardous materials from the GPA and Rezone. (Draft EIR pg. 5.9-39)

- **Hazardous Materials Sites.** The GPA and Rezone area does not contain a hazardous materials site as designated by DTSC in the EnviroStor database or SWRCB's GeoTracker database (DTSC 2024; SWRCB 2024). However, other hazardous conditions associated with previous uses at the GPA and Rezone area that have not been documented in these databases could be present. Site assessments for hazardous materials and remediation of hazardous materials releases could be required for development at the GPA and Rezone area which would be conducted as development is proposed. The proposed offsite land use changes would not result in any additional impacts with respect to hazardous conditions at the site. (Draft EIR pg. 5.9-39)

- **Airport Hazards.** Any projects proposed for the GPA and Rezone area would comply with applicable ONT and Chino Airport land use compatibility measures since the Area is within the Influence Areas of both airports. The proposed land use change could result in taller residential buildings being developed at the GPA and Rezone area when compared to development under the existing designation. However, the GPA and Rezone area is not within the Safety Zones of either airport nor would the maximum allowed height of development under the MDR designation

exceed the airports' combability policies for building heights in the Influence Areas. No additional impacts with respect to airport hazards would occur. (Draft EIR pg. 5.9-39)

- **Emergency Plans/Wildfire.** While the GPA and Rezone would likely result in an increase in the number of residents at the site under a proposed development, all building plans would be checked by the City's Building and Safety Department, along with the Ontario Fire Department and Police Department, to ensure that adequate site access is maintained along roadways and driveways. Development under the proposed land use change would not result in additional impacts with respect to implementing emergency response plans. Additionally, the GPA and Rezone area is not within a Fire Hazard Severity Zone and therefore increased residential density at the GPA and Rezone area would not contribute to increased wildfire risks. (Draft EIR pg. 5.9-39)

10. Hydrology and Water Quality

- **Water Quality.** The redesignation of these parcels would not result in a significant impact on water quality because these parcels are already designated for residential use in TOP, and the development of the parcels under any urban use would have similar impacts. Construction projects that disturb one acre or more of land would be required to prepare and implement SWPPPs to obtain coverage under the Statewide GCP. Project applicants would also be required to prepare and implement WQMPs specifying BMPs, including LID measures, that would be applied during project design and project operation to minimize water pollution from project operation. This impact would be less than significant. (Draft EIR pg. 5.10-26)

- **Groundwater Supplies.** Although an increase in the amount of impervious surfaces could result by rezoning from LDR to MDR, which could impact groundwater recharge, future development on the Vineyard Avenue parcels would be required to implement BMPs and LID measures in accordance with the County WQMP guidance and the regional MS4 permit. Implementation of stormwater control measures included in the WQMP would ensure future development on the Vineyard Avenue parcels would not substantially decrease groundwater supplies or interfere substantially with groundwater recharge. This impact would be less than significant. (Draft EIR pg. 5.10-26)

- **Alter Drainage Patterns.** Although an increase in the amount of impervious surfaces could result by rezoning from LDR to MDR, which could lead to an increase in stormwater runoff, future development on the Vineyard Avenue parcels would be required to comply with the MS4 permit and temporarily retain the volume of stormwater onsite from the 24-hour, 85th percentile storm event. Compliance with the regional MS4 permit requires implementation of site design and source control BMPs that would reduce the potential for pollutants to enter runoff, and treatment control BMPs that remove pollutants from stormwater (e.g., swales and retention basins). Lastly, development associated with the GPA and Rezone would adhere to the State CGP and the City's Erosion Control Plan requirements. Therefore, impacts from altering drainage patters on erosion or siltation, surface runoff contributing to flooding, impacts to storm drain system and redirecting flood flows would be less than significant. (Draft EIR pg. 5.10-26)

- **Release of Pollutants due to Flooding.** The redesignation of these parcels would not result in a significant impact regarding the release of pollutants due to project inundation because these parcels are already designated for residential use in TOP, and the development of the parcels under any urban use would have similar impacts. In addition, future development on the Vineyard Avenue parcels would be required to prepare hydrology and hydraulic studies in accordance with the County Hydrology Manual if the parcels are located within a 100-year or 500-year floodplain. This impact would be less than significant. (Draft EIR pg. 5.10-26)

- **Conflict with Santa Ana River Basin Plan or Groundwater Basin Plan**. The redesignation of these parcels would not result in a significant impact regarding conflict with the Santa Ana River Basin Plan or Chino Basin Watermaster's Optimum Basin Management Plan because these parcels are already designated for residential use in TOP, and the development of the parcels under any urban use would have similar impacts. Adherence to the State CGP, implementation of the SWPPP, and adherence to the City's Erosion and Sediment Control Plan requirements, as described in detail in Impact 5.10-1, would also ensure that surface and groundwater quality are not adversely impacted during construction on the Vineyard Avenue parcels. Preparation of WQMPs identifying BMPs for preventing stormwater pollution during post-construction phases would comply with the Santa Ana River Basin Plan. This impact would be less than significant. (Draft EIR pg. 5.10-27)

11. Land Use and Planning

The proposed MDR land use designations along the Vineyard Avenue Corridor would not physically divide a community or conflict with policies in TOP since the land is currently designated for residential development under TOP 2050. Therefore, land use and planning impacts associated with the GPA and Rezone would be less than significant. (Draft EIR pg. 5.11-12)

12. Mineral Resources

The parcels proposed for rezoning are located south of ORSC site on Vineyard Avenue. These offsite parcels are not in an MRZ-2 area and development at these parcels would have no impacts on mineral resources. (Draft EIR pg. 5.12-3)

13. Noise

- **Traffic Noise.** The transportation model was adjusted to reflect the compensatory SB 330 and SB 166 map proposed amendments. As identified in modeling conducted by Fehr & Peers and found in Appendix L1 and Appendix L2 of this Draft EIR, VMT outside the ORSC does not differ between the future baseline and future with-project conditions; and therefore, traffic volumes on roadway segments in the vicinity of the ORSC site associated with this land use map change would not be substantially affected by the increase in density from LDR to MDR. Furthermore, increasing density results in a more efficient, compact land use that would in fewer vehicle trips than low density residential uses. Table 5.6-9, *Residential Energy Use and Vehicle Trip Generation Rates*, in Section 5.6, *Energy*, illustrates the vehicle trip generation rates anticipated for varying densities of residential development types. (Draft EIR pg. 5.13-59)

- **Stationary Noise.** The GPA and Rezone would not result in new types of stationary noise sources. The City's Noise Ordinance, building codes, and subdivision and development code regulations reduce noise from future development projects to ensure less than significant impacts. (Draft EIR pg. 5.13-59)

- **Airport Noise.** The GPA and Rezone area is also within the influence areas of both airports but outside the safety zones and noise contours of both airports. (Draft EIR pg. 5.13-59)

- **Construction Noise and Vibration.** Construction noise and vibration impacts associated with the GPA and Rezone from LDR to MDR would not result in an increase in construction noise levels evaluated in the 2022 EIR. Municipal Code Chapter 29, Section 5-29.09, which limits construction, remodeling, digging, grading, demolition, or any other related building activity to between the hours of 7:00 am and 6:00 pm, Monday through Friday, and 9:00 am to 6:00 pm on weekends to ensure that construction activities occur when people are least sensitive to noise and would not occur in the noise-sensitive portions of the day. Furthermore, Mitigation Measures 12-2 and 12-4 of the 2022 EIR would be applicable for future development projects if construction activities have the potential to occur near sensitive receptors. (Draft EIR pg. 5.13-59)

14. Population and Housing

As described in Section 3.3.4, *The Ontario Plan and Zone Changes*, of the Project Description, the ORSC development would require the rezoning of land off the ORSC site in order to comply with the no-net-loss requirements of SB 330 and SB 166. TOP 2050 planned for a total of 1,471 units in the areas designated LDR and MDR on the ORSC site which would be redesignated and rezoned under the ORSC to support the proposed recreation, stadium, and retail/hospitality uses. To offset this loss, 94 acres along the Vineyard Corridor, south of the ORSC site, would be assigned a more intense land use designation, changing from LDR to MDR (see Figure 3-15). The current land use designation in the Vineyard Corridor, LDR, allowed up to 424 units under TOP 2050. Because of SB 330, the combined housing capacity for the ORSC site and the Vineyard Corridor parcels must be maintained, meaning the Vineyard Corridor parcels must support a minimum capacity of 1,895 units (1,471 units to offset the Proposed Project plus 424 units to account for the existing capacity on the parcels where growth potential would be reallocated). To achieve this, the ORSC requires a general plan amendment designating the Vineyard Corridor parcels (94 acres) as MDR instead of LDR, creating capacity for 2,075 units, 180 units more than required to comply with SB 330.

This 180-unit surplus would result in an increase in the total housing capacity of the City, beyond what was analyzed in TOP 2050. Using the City's average household size of 3.67 persons per household, the estimated population increase associated with the housing unit surplus is approximately 661 residents. While these additional housing units and population were not accounted for within the buildout of TOP 2050 or SCAG's 2045 forecasts, they would represent a nominal increase in the total number of housing units and population forecasted in these growth models, a 0.25 percent increase in population compared to SCAG's 2045 forecast and a 0.16 percent increase when compared to TOP 2050's population buildout forecast. Additionally, this increase in housing capacity would be aligned the State initiatives to increase housing production in California in order to respond to the State housing crisis (see Section 5.14.1.1, *Regulatory Background*). Furthermore, the proposed zoning amendment to include

an affordable housing overlay for 19.25 acres of the 94 acres in Vineyard Corridor would implement the objectives of the 2021-2029 Housing Element. Moreover, this increase in housing capacity would help to improve the City's jobs-housing balance. As described above, in Section 5.14.1.2, *Existing Conditions*, City is currently jobs-rich with a jobs-housing ratio of 1.37 in 2020. Therefore, the proposed GPA and Rezone would have less than significant impacts on population growth.

As explained, the ORSC would displace housing capacity at the ORSC site but would replace this capacity at Vineyard Corridor, resulting in no-net-loss of housing capacity in the City. As discussed in Impact 5.14-2, some existing residential units would be removed from the ORSC site to accommodate the ORSC but this would not necessitate the replacement of housing elsewhere in the City. The 1,471-unit housing capacity that is designated for the ORSC site under TOP 2050 are not "existing" housing units that have been constructed prior to the Proposed Project. Therefore, the proposed amendments and rezonings at the ORSC site would have no impact concerning displacement since no housing or people exist at the ORSC site (beyond the existing dairy and agricultural-related uses analyzed in Impact 5.14-2) and no replacement housing would need to be constructed. The proposed amendments and zone changes under the Proposed Project would have no impact on displacement. (Draft EIR pg. 5.14-11)

15. Public Services

- **Fire Protection and Emergency Services**. The increase in residential units and population could increase demand for fire services at the stations that serve Vineyard Corridor.[9] However, as with development under the existing designation for the Vineyard Corridor, development under the proposed land use changes would be reviewed by the City and the OFD on an individual basis and would be required to comply with requirements in effect at the time building permits are issued, including the payment of development impact fees that contribute to funding for additional staffing, facilities, and equipment. This process would ensure that sufficient revenue would be available for necessary service improvements to provide for adequate fire facilities, equipment, and personnel when development is proposed. Impacts to fire protection and emergency services would be less than significant. (Draft EIR pg. 5.15-5)

- **Police Protection**. The increase in residential units and population could increase demand for police services. Future development under the Proposed Project would also be subject to development impact fees which pay for police services. Police services would receive adequate funding through the City's general fund to cover the police service needs. Future projects would also be reviewed by the City of Ontario on an individual basis and required to comply with regulations in effect at the time building permits are issued. (Draft EIR pg. 5.15-9)

- **School Services**. Like the ORSC site, the Vineyard Corridor parcels are within the attendance areas of three public school districts, Chino Valley Unified School District for elementary, junior high, and high school (parcels west of Vineyard Avenue); Mountain View School District for elementary and junior high school (parcels east of Vineyard Avenue); and Chaffey Joint Union High School District for high school (parcels east of Vineyard Avenue).Correspondence with the

[9] These include Station No. 9, No. 3, and No. 6.

school districts that serve Ontario on behalf of the TOP 2050 SEIR in 2022 noted that the three districts serving the Vineyard Corridor parcels are currently below capacity and would be able to accommodate the buildout population of TOP 2050 (Ontario 2022). Each of these school districts assess their needs individually based on student generation rates from residential development, and charges development impact fees accordingly. Developers would be required to pay the impact fees levied by each school district, set within the limits of SB 50. These payments accommodate the need for new facilities based on the increase in student population in each district. With the payment of development fees, impacts to school services at the districts serving the Vineyard Corridor parcels would be less than significant. (Draft EIR pg. 5.15-12)

- **Library Services**. The provision of library services and future needs of the Ontario library system are guided by the Library Master Plan. The City levies development impact fees on residential development to fund library services and improvements, per the Master Plan (Ontario 2023). With the payment of development fees impacts associated with the additional housing capacity in the Vineyard Corridor would be less than significant. (Draft EIR pg. 5.15-16)

16. Recreation

- The concurrent offsite GPA and Rezone would increase demand for parks and recreation facilities in the City. However, as identified in the TOP 2050 SEIR, development of park facilities would keep pace with the anticipated increase in population from buildout of TOP 2050. Development in Ontario would be required to pay DIF to fund and their fair share of Citywide and Ontario Ranch park impacts. Subsequent environmental review would be required for development of park projects under TOP and would adhere to the development standard of the City to ensure that construction or expansion of recreational facilities would not have an adverse physical effect on the environment. Therefore, impacts to park and recreation facilities of the GPA and Rezone would be less than significant. (Draft EIR pg. 5.16-4)

17. Transportation

The transportation modeling conducted by Fehr & Peers found that VMT outside the 199-acre ORSC site—i.e., the GPA and Rezone area—does not differ between the future baseline and future with-project conditions. Therefore, the GPA and Rezone would not result in an increase in VMT or change in citywide average VMT per service population.

The GPA and Rezone would not conflict with the City's policies addressing the roadway systems (including transit, roadway, bicycle, and pedestrian facilities) or result in any potential traffic hazards in the TOP as this area is already designated for residential uses in TOP. New development in accordance with TOP would be required to undergo review of emergency access as part of the City's Design Review process. Additionally, the Ontario Fire Department reviews development applications to ensure that adequate emergency accessibility is provided based on local and state guidance.

Therefore, transportation impacts associated with the offsite GPA and Rezone would be less than significant. (Draft EIR pg. 5.17-23)

18. Tribal Cultural Resources

The GPA and Rezone area could contain tribal cultural resources which could be impacted by development activities from a proposed development. A project at the GPA and Rezone area would be required to consult with Native American tribes to AB 52 and/or SB 18, as applicable and comply with state and federal regulations that protect TCRs. This development would also be required to implement Mitigation Measures 5-3 for the TOP 2050 SEIR which requires a qualified archaeologist to prepare a cultural resources assessment of the site, if it is determined to be within a culturally sensitive area for a tribe. Future projects would also comply with Mitigation Measure 5-4 to coordinate with tribal representatives about mitigation measures, in addition to TCR-1 to develop an archaeological monitoring plan and TCR-2 which sets forth the procedures for treatment and disposition of TCRs, if discovered during construction activities.

The proposed action of revising the land use designation of the GPA and Rezone area to allow for increased residential density at the Area would create additional impacts on TCRs. Development of the GPA and Rezone area under the proposed designation would occur within the same project footprint as development under the existing designation and would also be required to comply with the applicable regulations and mitigation measures protecting TCRs. The GPA and Rezone would not result in additional impacts TCRs. (Draft EIR pg. 5.18-10)

19. Utilities and Service Systems

- **Wastewater Treatment and Collection**. The redesignation of these parcels would not result in a significant impact on the wastewater treatment and collection system because these parcels are already designated as residential use in TOP and there is adequate infrastructure and wastewater treatment capacity for the proposed buildout. Furthermore, wastewater generation rates are decreasing over time with the implementation of CALGreen building codes and more efficient, low-flow plumbing fixtures with new construction. Future development along Vineyard Avenue would be required to comply with all applicable regulations and ordinances issued by IEUA. Therefore, impacts on the wastewater treatment and collection system associated with the GPA and Rezone would be less than significant. (Draft EIR pg. 5.19-7)

- **Water Supply and Distribution**. The redesignation of these parcels would not result in a significant impact on the water supply and distribution system because these parcels are already designated as residential use in TOP. Furthermore, an increase in density results in a reduction in water demand per dwelling unit. For example, the potable water duty factor for low density residential is 95 gallons per day per person, whereas the factor for medium density residential is 80 gpd/person (OMUC 2020a). Future development along Vineyard Avenue would be required to comply with all applicable regulations and the City's municipal code Chapter 8B, Section 6-8.52, Water service connection. Therefore, impacts on the water supply and distribution system associated with the GPA and Rezone would be less than significant. (Draft EIR pg. 5.19-24)

- **Storm Drainage Systems**. The redesignation of these parcels would not result in a significant impact on the storm drainage system because these parcels are already designated as residential use in TOP. Although an increase in the amount of impervious surfaces could result by rezoning from low density residential to medium density residential, which could lead to an increase in

stormwater runoff, future development along Vineyard Avenue would be required to comply with the MS4 permit and temporarily retain the volume of stormwater onsite from the 24-hour, 85th percentile storm event. In addition, project applicants would be required to prepare hydrology and hydraulic studies in accordance with the County Hydrology Manual and analyze stormwater flows that result from the 100-year storm event to ensure that the capacities of the storm drain systems are not exceeded. Therefore, impacts on the storm drainage system associated with the GPA and Rezone would be less than significant. (Draft EIR pg. 5.19-31)

- **Solid Waste**. The redesignation of these parcels would not result in a significant impact on the solid waste system because these parcels are already designated as residential use in TOP. And while the amount of solid waste generated could increase by rezoning from low density residential to medium density residential, multi-family residences, which would be allowed under the MDR designation, typically generate less solid waste than single-family residences. Using the latest CalRecycle data for single-family and multi-family disposal rates for Ontario (CalRecycle 2024), multi-family residences generate about 25 percent less solid waste than single-family residences. In addition, future development along Vineyard Avenue would be required to comply with all applicable regulations and the City's municipal code, Chapter 3, Integrated Waste Management. Furthermore, the landfills serving the City have a remaining landfill capacity of 7,800,000 cubic yards for Badlands Sanitary Landfill and approximately 144,000,000 cubic yards for El Sobrante Landfill and both landfills have closure dates beyond 2050. Therefore, impacts on the solid waste system associated with the GPA and Rezone would be less than significant. (Draft EIR pg. 5.19-38)

- **Other Utilities.** The redesignation of these parcels would not result in a significant impact on the electricity, natural gas, or telecommunications systems because these parcels are already designated as residential use in TOP. As provided in Impact 5.19-8, the electricity and natural gas service providers forecast that they have sufficient energy supplies to meet the demands of the service area, and the rezoning from low density residential to medium density residential for the land along Vineyard Avenue would not significantly affect these forecasts or require additional infrastructure. Future development along Vineyard Avenue would implement the requirements of the California Energy Code and CALGreen Building Code as required by the City's municipal code, and new buildings would use new energy-efficient appliances and equipment, pursuant to the Appliance Efficiency Regulations. The City would review project design plans against these codes and ensure compliance before issuing construction permits. These measures would reduce the overall consumption of electricity and natural gas. Therefore, impacts on the electricity, natural gas or telecommunications systems associated with the GPA and Rezone would be less than significant. (Draft EIR pg. 5.19-46)

20. Wildfire

The parcels proposed for the GPA and Rezone are located south of ORSC site on Vineyard Avenue, which remains outside of the SRA and does not contain areas subject to very high wildfire risk. These parcels are also in an urbanized area and therefore it is unlikely that a wildfire would travel into the parcels from adjacent areas.

Development of these parcels would require the review of building plans during plan check to ensure that adequate site access is maintained and that roadway improvements and project driveways would not interfere with circulation on adjacent streets. Additionally, development of these parcels would comply with the CFC and CBC; the City municipal code; and all state, regional, and local requirements. Compliance with these standards would ensure that development would not exacerbate risk or result in post-wildfire hazards. As such, the upzoning of these parcels from LDR to MDR would not result in new or greater impacts from wildfire. Therefore, wildfire impacts associated with the offsite GPA and Rezone would be less than significant. (Draft EIR pg. 5.20-15)

F. CUMULATIVE IMPACTS

Regarding the Project's potential to result in cumulative impacts, the City hereby finds as follows:

1. Aesthetics

Aesthetic impacts are localized to the ORSC site and its immediate surroundings. No projects are approved, planned, or anticipated for the general vicinity of the ORSC site in the near future; however, the area is expected to continue to develop according to The Ontario Plan (TOP) 2050's land use plan.

The Proposed Project, including both the ORSC and the GPA and Rezone, would not impact scenic views of the San Gabriel Mountains, and new projects in the vicinity of the ORSC site would also be required to preserve views of the mountains, in accordance with TOP 2050 policies. Impacts to scenic vistas would not be cumulatively considerable.

Agricultural uses in the vicinity of the ORSC site would be expected to convert to more urban uses over time as projects are proposed. Therefore, while the ORSC would create a distinct visual attraction in the area and result in a more urbanized character at the ORSC site when compared to existing conditions, as the vicinity of the ORSC site continues to urbanize, the aesthetic character of the ORSC would become increasingly more compatible with its surroundings. The Proposed Project would have less than significant cumulative impacts with regard to scenic quality.

The ORSC and GPA and Rezone would add to nighttime light and glare in the Ontario Ranch area but would not result in substantial impacts to sensitive residential receptors. Other projects in the vicinity subject to CEQA would also be required to comply with the standards of the California Building Standards Code and Ontario Development Code that reduce impacts from light and glare to less than significant levels. Their impacts would therefore not combine with those of the Proposed Project to adversely impact existing or planned sensitive receptors, such as residential uses. Therefore, the Proposed Project's contribution to cumulative light and glare impacts is less than considerable, and therefore is less than cumulatively significant. (Draft EIR pg. 5.1-35)

2. Agriculture and Forestry Resources

The area considered for cumulative impacts to agriculture and forestry resources is the City of Ontario. Throughout the City, numerous development projects would result in the conversion of agricultural land—including Prime Farmland and Important Farmland and land under Williamson Act contracts—to nonagricultural uses, specifically within Ontario Ranch. This land has been designated for nonagricultural use under TOP and will continue to be developed in accordance with this adopted land

use plan. The Proposed Project, including the ORSC and GPA and Rezone, would, nonetheless, contribute to the reduction of agricultural resources in the City and cumulatively contribute to the loss of agricultural resources. Although the proposed conversion is consistent with the projected decline in agricultural productivity of the region and the Ontario Ranch area, the Proposed Project would result in a cumulatively considerable impact to agricultural resources.

The City of Ontario does not have any forest resources or timberland; therefore, the Proposed Project would not contribute to a significant cumulative impact to forest resources would occur, and impacts would not be cumulatively considerable. (Draft EIR pg. 5.2-9)

3. Air Quality

The cumulative setting for air quality is the SoCAB. In accordance with the South Coast AQMD methodology, any project that produces a significant project-level regional air quality impact in an area that is in nonattainment contributes to the cumulative impact. Cumulative projects include new development and general growth within the SoCAB. The SoCAB is nonattainment for ozone, PM_{10}, and $PM_{2.5}$. Due to the extent of the area potentially impacted from cumulative project emissions, South Coast AQMD consider a project cumulatively significant when project-related emissions exceed the regional emissions thresholds. As identified in Impact 5.3-2 (operation) and Impact 5.3-3 (construction), implementation of the Proposed Project would cumulatively contribute to the nonattainment designations of the air basins, and cumulative impacts are significant.

The SoCAB is designated nonattainment for O_3, $PM_{2.5}$, PM_{10}, and lead (Los Angeles County only) under the California and/or National AAQS. Construction of cumulative projects would further degrade the regional and local air quality. Air quality would be temporarily impacted during construction activities. Implementation of mitigation measures for related projects would reduce cumulative impacts. As discussed in Impacts 5.3-2 and 5.3-4 (see Section III.C above), construction activities associated with the development of the ORSC would exceed the South Coast AQMD regional significance thresholds for VOC and NO_X and localized health risk significance thresholds for cancer risk. Development of the GPA and Rezone at a future date would result in additional construction emissions but construction activities would not overlap with construction of the ORSC. Implementation of mitigation would contribute to reducing emissions, and construction-related emissions and cancer risks related to the ORSC would not exceed the South Coast AQMD significance thresholds after mitigation. Therefore, the Proposed Project would not result in significant cumulative construction-related impacts.

For operational air quality emissions, any project that does not exceed or can be mitigated to less than the daily regional threshold values is not considered by South Coast AQMD to be a substantial source of air pollution and does not add significantly to a cumulative impact. As discussed in Impact 5.3-3 (see Section III.F), implementation of the overall ORSC would result in emissions that exceed the South Coast AQMD regional significance thresholds for VOC, CO, and PM_{10}. Emissions associated with future development in the GPA and Rezone would contribute to operational air quality impacts in the SoCAB. Despite mitigation, operation-phase emissions would still exceed the VOC, CO, and PM_{10} regional significance thresholds and cumulatively contribute to the nonattainment designations

for O_3 and PM_{10}. Therefore, the Proposed Project would result in a cumulatively considerable long-term operational impact. (Draft EIR pg. 5.3-47)

4. Biological Resources

The area considered for cumulative impacts to biological resources is the CDFW inland deserts region. The ORSC site and Offsite Improvement Area development would result in impacts to 2 sensitive plant species, 11 sensitive wildlife species, and nesting bird species protected under State law. The Proposed Project, including the ORSC and future development of the GPA and Rezone area, would comply with the City's Habitat Mitigation Fee policy, which would reduce impacts with respect to the cumulative loss of habitat for sensitive species. Additionally, mitigation measures would reduce impacts to sensitive species that may be present on the ORSC site and Offsite Improvement Area to less than significant. Additionally, other projects in the CDFW inland deserts region, including future development of the GPA and Rezone area, would be required to comply with existing state regulations protecting biological resources, which could include the preparation of biological reports and surveys. Therefore, impacts of the Proposed Project would be less than cumulatively considerable with implementation of mitigation. (Draft EIR pg. 5.4-60)

5. Cultural Resources

The area considered for cumulative impacts to historic and archaeological resources is within a one-mile radius of the ORSC site and Offsite Improvement Area, the same area as the records search, which overlaps with the GPA and Rezone area. Twenty-four previously recorded historical and/or archaeological resources were identified within one mile of the ORSC site, according to the records search conducted through the SCCIC. Other projects in the region could demolish or otherwise alter historical and archaeological resources. Other projects, including the development of the GPA and Rezone area, would be required to comply with CEQA Guidelines Section 15064.5, which requires the lead agency to determine if discovered resources are unique or historically significant, and if so, to avoid or mitigate impacts to such resources in accordance with the provisions of PRC Section 21083.2. The Proposed Project would not result in a cumulatively considerable impact to cultural resources. (Draft EIR pg. 5.5-29)

6. Energy

The areas considered for cumulative impacts to electricity and natural gas supplies and facilities are the SCE and SoCalGas service areas. Other projects in the SCE and SoCalGas service areas, including development in the GPA and Rezone area, would be subject to existing regulations, including the CBSC, which requires new buildings to increase their energy efficiency design. Additionally, the proposed offsite land use changes associated with the ORSC are expected to result in more efficient, compact land uses, thereby potentially reducing energy usage associated with transportation. The GPA and Rezone would therefore not result in any cumulatively considerable impacts. With compliance of existing laws, plans and regulations, cumulative impacts of the Proposed Project would be less than significant, and impacts would not be cumulatively considerable. (Draft EIR pg. 5.6-18)

7. Geology and Soils

The cumulative setting for geologic resources is typically site specific. The Proposed Project would not result in significant impacts related to geology and soils. Although the ORSC site may be subject to potentially significant hazards of strong ground shaking, and unstable soil conditions, mandatory compliance with state and City regulations would ensure impacts to geology and soils would be less than significant.

Since impacts associated with geology and soils focus on specific sites or areas, the less-than-significant impacts from the Proposed Project would not contribute to a cumulative increase in hazards in the immediate vicinity of the ORSC site, Offsite Improvement Area, or GPA and Rezone area. Similarly, impacts to paleontological resources are considered site specific. The ORSC site, Offsite Improvement Area, and GPA and Rezone area, do not contain any known fossil localities; however, discovery of these resources has the potential to occur during excavation activities. Implementation of mitigation would reduce impacts associated with paleontological resources in the ORSC site and Offsite Improvement Area. Therefore, cumulative impacts associated with geology and soils would be less than significant. (Draft EIR pg. 5.7-14)

8. Greenhouse Gas Emissions

Project-related GHG emissions are not confined to a particular air basin but are dispersed worldwide. Therefore, impacts identified under Impact 5.8-1 and Impact 5.8-2 are not project-specific impacts to global warming, but the ORSC's contribution to this cumulative impact. As discussed above, the ORSC's would generate a substantial increase in GHG emissions from existing conditions. Emissions associated with future development in the GPA and Rezone would contribute to the Proposed Project's GHG emissions impacts. Consequently, the Proposed Project's cumulative contribution to global climate change impacts are cumulatively considerable. (Draft EIR pg. 5.8-30)

9. Hazards and Hazardous Materials

Hazardous Materials. Past, existing, and planned development in the city could pose risks to public health and safety related to the use, storage, handling, generation, transport, and disposal of hazardous materials and wastes. The Proposed Project, which includes the ORSC, sewer alignment in the Offsite Improvement Area, and the GPA and Rezone, and other development in the vicinity could increase these risks if they are not remediated and/or managed in accordance with applicable regulations. Compliance with applicable regulations related to public health and safety and hazardous materials would ensure that impacts are reduced to a less than significant level, individually and cumulatively.

Other projects in the City of Ontario would require assessments for hazardous materials, such as assessments of structures on-site (over certain ages) for lead-based paint, asbestos-containing materials, and other contamination from past uses and/or releases. Cleanup of hazardous materials in soil, soil vapor, and/or groundwater to regulatory cleanup levels for relevant types of land uses would be required in compliance with applicable federal, state, and regional regulations, as listed in Section 5.9.1.2 of the Draft EIR. Furthermore, development activities on the ORSC site as well as development within the GPA and Rezone area would be required to adhere to the recommendations identified in the site-specific Environmental Site Assessment to ensure that RECs are identified and remediated. Therefore, the use, storage, transport, and disposal of hazardous materials by construction and operation of other

projects that would result in site-specific impacts and would be reduced to a less than significant level. Combined with the Proposed Project, impacts would not be cumulatively considerable. (Draft EIR pg. 5.9-40)

10. Hydrology and Water Quality

Hydrology and Drainage. Cumulative projects in the Chino Creek Subwatershed could increase impervious areas and increase stormwater runoff rates. However, all projects within the subwatershed, including the ORSC and future development of the GPA and Rezone area, would be required to prepare hydrology and hydraulic studies in accordance with the County Hydrology Manual and analyze stormwater flows that result from the 100-year storm event to ensure that the capacities of the storm drain systems are not exceeded. Additionally, other projects would be required to comply with MS4 permits applicable in those watersheds. The Santa Ana RWQCB MS4 permit applies to portions of three counties in the Santa Ana Basin. Other projects' compliance with the requirements of the Santa Ana RWQCB MS4 permit, the San Bernardino County Stormwater Program, and San Bernardino County Hydrology Manual guidance would reduce cumulative impacts to hydrology and drainage to less than significant, and the impacts of the Proposed Project would not be cumulatively considerable. If projects in the watersheds are within 100-year flood zones, they would be mandated to comply with National Flood Insurance Program requirements. Thus, impacts to hydrology, drainage, and flooding would be less than significant. (Draft EIR pg. 5.10-27)

Water Quality. Cumulative projects have the potential to generate pollutants during project construction and operation. Construction projects that disturb one acre or more of land would be required to prepare and implement SWPPPs to obtain coverage under the Statewide GCP. Projects within the watershed, including the ORSC and future development of the GPA and Rezone area, would also be required to prepare and implement WQMPs specifying BMPs, including LID measures, that would be applied during project design and project operation to minimize water pollution from project operation. Thus, no significant cumulative water quality impacts would occur, and the Proposed Project's water quality impacts would not be cumulatively considerable. (Draft EIR pg. 5.10-27)

11. Land Use and Planning

Cumulative projects in the City would have the potential to result in a cumulative impact if they would, in combination, conflict with existing land use plans, policies, and regulations adopted for the purpose of avoiding or mitigating an environmental impact. As described above, the Proposed Project, including the ORSC and the GPA and Rezone would generally be consistent with citywide and regional land use plans that have been adopted to reduce physical environmental impacts. Cumulative development projects in accordance with TOP 2050 would be subject to compliance with regional and local plans reviewed in this section. Other cumulative developments would be reviewed by the City to ensure general consistency with local land use plans. Therefore, the Proposed Project combined with related projects would not result in cumulatively considerable impacts to land use and planning. (Draft EIR pg. 5.11-12)

12. Mineral Resources

The City of Ontario includes areas designated as MRZ-2 and MRZ-3. The city contains one area that is designated by the California Geologic Survey as Resource Sectors containing construction aggregate of "regional significance"; however, the ORSC site is 2.67 miles away from this area. Since the ORSC, Offsite Improvement Area, and GPA and Rezone area are not located in a Resource Sector or MRZ-2 area and would have no impact on mineral resources, the impact of the Proposed Project would not combine with the impacts of other past, present, and reasonably foreseeable probable future projects to create a cumulative impact on mineral resources. The Proposed Project has no impact on mineral resources and as such would not lead to a cumulative loss of mineral resources. (Draft EIR pg. 5.12-3)

13. Noise

Mobile-Source Noise. The cumulative traffic noise levels would increase by a noticeable amount along the roadways analyzed. As identified above, the ORSC would result in a substantial increase in traffic noise at receptors in the vicinity of the ORSC. The GPA and Rezone would cumulatively contribute to overall traffic noise levels. Therefore, the Proposed Project would result in a cumulatively considerable contribution to traffic noise levels in the city, and cumulative traffic noise impacts are considered significant. (Draft EIR pg. 5.13-60)

Area Sources of Noise (Stadium, Athletic Fields, and Commercial/Hospitality). Unlike transportation noise sources, whose effects can extend well beyond the limits of the ORSC site, stationary-source noise generated by the ORSC is limited to noise impacts to noise-sensitive receptors near the ORSC site. Cumulative noise levels from stationary sources would be negligible at the nearest noise sensitive receptors with mitigation. Consequently, the ORSC would not be cumulatively considerable and would not result in a significant cumulative noise impact. Additionally, stationary noise impacts are not anticipated to increase under the GPA and Rezone since the land uses under the area's proposed designation would be similar to those of the existing designation. Development in the GPA and Rezone area would also be required to comply with existing regulations in the City's municipal code that would ensure that new development does not exceed City noise standards. Impacts of GPA and Rezone would also not be cumulatively considerable. (Draft EIR pg. 5.13-60)

Construction Noise and Vibration. Construction noise and vibration impacts are confined to a localized area. Cumulative impacts would only occur if other projects were being constructed in the vicinity of the ORSC site at the same time as the ORSC construction activities. Noise from construction activities would be temporary and would not be significant with mitigation. No development has been proposed at the GPA and Rezone area and construction noise from development at the GPA and Rezone would be required to comply with regulations in the City's municipal code in addition to construction noise mitigation measures in the 2022 TOP SEIR. Therefore, the combined impacts of the ORSC and GPA and Rezone would not be individually or cumulatively considerable. (Draft EIR pg. 5.13-60)

14. Population and Housing

The geographic area considered for cumulative impacts is the City of Ontario. The ORSC is not anticipated to result in population growth in the City since no residential development is proposed. The ORSC would comply with SB 330 and SB 166 (see Section 5.11, *Land Use and Planning*), and there would be no net loss of residential units in the City with implementation of the ORSC. The GPA and Rezone needed to comply with these housing laws would result in a 180 unit increase in the total housing capacity of the City, Though the increase in jobs and housing units under the ORSC was not anticipated in the local and regional growth forecasts, these jobs are expected to be filled by the local and regional labor force and the population increase associated with the additional housing capacity would represent less than 1 percent of the growth forecasts of TOP 2050 and SCAG. This additional housing capacity will also help to meet the State's housing goals, implement the goals of the City's Housing Element, and improve the jobs-housing balance of the City. Therefore, the Proposed Project would not result in impacts that could combine population and housing impacts in a way that would be cumulatively considerable; therefore, cumulative impacts would be less than significant. (Draft EIR pg. 5.14-12)

15. Public Services

Fire Protection. The area of cumulative effect for fire protection is the City of Ontario. As seen in Chapter 4, *Environmental Setting*, of the Draft EIR several pending development projects within a three-mile radius of the ORSC site would also increase demand for Ontario Fire Department (OFD) services, specifically at the stations that would serve the ORSC site. The buildout of these projects was included within the buildout analyzed in TOP 2050 SEIR which determined that impacts to fire protection services would be less than significant with the payment of development fees and review of project design from OFD. As identified above, additional staffing for the ORSC would not be needed as staffing during events could be accommodated by the OFD's existing resources and event staffing would be handled with temporary staffing (backfill positions/overtime). Therefore, as with the ORSC and development of the GPA and Rezone area, these projects would be required to pay Development Impact Fees (DIFs) to offset the cost of equipment, facilities, and staffing needs of OFD. Development or expansion of fire stations, equipment, and personnel would also be subject to environmental review and impact mitigation per CEQA. Cumulative impacts would be less than significant after payment of taxes, impact fees, and fair-share payments by other projects, and impacts of the ORSC would not be cumulatively considerable. (Draft EIR pg. 5.15-5)

Police Protection. The area of cumulative effect for police protection is the City of Ontario. As seen in Chapter 4, *Environmental Setting*, of the Draft EIR several pending development projects within a three-mile radius of the ORSC site would also increase demand for the Ontario Police Department (OPD), as would the area proposed for the GPA and Rezone, as discussed above. Like the ORSC, other cumulative projects in the City, including future development of the GPA and Rezone area, would also pay DIFs and taxes to offset the costs of OPD operations and construction of new and/or expanded police stations. As identified above, additional staffing for the ORSC site would not be needed as staffing during events could be accommodated by the OPD's existing resources and event staffing would be handled with temporary staffing (backfill positions/overtime). Cumulative impacts would be less than significant after payment of taxes, impact fees, and fair-share payments by other

projects, and impacts of the Proposed Project, including the ORSC and GPA and Rezone, would not be cumulatively considerable. (Draft EIR pg. 5.15-9)

School Services. The area affected by cumulative school impacts would be the attendance boundaries of the school districts that serve the ORSC site. Other development projects within the attendance boundaries of these districts, including future development of the GPA and Rezone area, would be required to pay school impacts fees as applicable to reduce impacts to schools associated with increased student populations. Pursuant to California Government Code Section 65995(h), payment of the impact fees fully mitigates impacts to school facilities. Other indirect impacts of the Proposed Project on school facilities are analyzed in Chapter 5 of this EIR. The ORSC would not contribute to a cumulative increase in student population that would require the project to contribute fair-share payment of school mitigation fees. Cumulative impacts with regard to the ORSC, GPA and Rezone, and other cumulative development would be less than significant. (Draft EIR pg. 5.15-12)

Library Services. The cumulative setting for the Ontario Library System includes the ORSC and development within the Library's service area. Growth within the city would increase demands for library services. As with the ORSC and future development of the GPA and Rezone, other projects would also pay property taxes and development impact fees, which would support operations and development of new and/or expanded facilities. The ORSC would not introduce new residents into the service area of the Ontario Library System. While the GPA and Rezone would result in a potential increase in population, development of this area would be subject to taxes and fees that would fund library services and reduce the impacts of additional population. Therefore, impacts of the ORSC would not be cumulatively considerable. (Draft EIR pg. 5.15-16)

16. Recreation

Growth in the City would increase demands for parks and recreational facilities. Other projects would pay property, sales, and utility taxes and fees supporting the City's General Fund, part of which would be available for the operation and development of new parks and recreational facilities. If other projects are found by the City to require increases in parklands, like the development of the GPA and Rezone, they would also be required to pay park development fees and/or provide recreation on-site. The ORSC would develop 134.16 acres of new recreation space on the ORSC site, therefore contributing to a net increase in the amount of publicly available recreational amenities for the City. While the proposed GPA and Rezone would increase demand for parks and recreation services, development of these parcels would be subject to DIF that fund parks and recreation services in the City and Ontario Ranch. The ORSC development would overall have a positive cumulative impact on the city's parks and recreational facilities since it would provide new recreational options to residents and help to offset impacts on existing facilities from other cumulative development. (Draft EIR pg. 5.16-4)

17. Transportation

The cumulative area for transportation impacts is the City of Ontario and San Bernardino County Transportation Authority (SBCTA) region. Cumulative traffic impacts consider the impacts of future growth and development in the SBCTA region. As identified above, the ORSC would result in a significant cumulative impact for vehicle miles traveled (VMT) as a result of a substantial increase in

regional traffic associated with the stadium and sports park. Therefore, VMT impacts of the ORSC are cumulatively considerable.

The ORSC is consistent with adopted policies, plans, or programs regarding public transit, bicycle, and pedestrian facilities, and the performance and safety of such facilities, and would not combine with other area projects to result in significant impacts to such facilities. Impacts associated with alternative transportation policies are less than significant.

The City's Emergency Operations Plan provides a means to prepare and maintain systems, supplies, and other logistical items among city departments to support emergency/disaster response and recovery throughout the city. The ORSC would require preparation of a Parking and Event Traffic Management Plan (TMP) for events at the ORSC site. Additionally, the Ontario Fire Department reviews development applications to ensure that adequate emergency accessibility is provided based on local and state guidance. Review of emergency access is also included as part of the City's Design Review process. Therefore, impacts to emergency response and evacuation are less than significant, and therefore, less than cumulatively considerable. (Draft EIR pg. 5.17-23)

18. Tribal Cultural Resources

Cumulative impacts to tribal cultural resources occur when the impacts of the ORSC, in conjunction with past, existing, and other foreseeable projects and development in the region, result in multiple and/or cumulative impacts to tribal cultural resources in the area. Each future project in the City, including development at the GPA and Rezone area, would be required to evaluate that project's impacts to site-specific tribal cultural resources as part of the CEQA review, including tribal consultation as required by AB 52 and SB 18, if applicable. Where significant impacts to tribal cultural resources are identified, projects would be required to either avoid impacts or implement feasible mitigation measures to reduce impacts. The ORSC and GPA and Rezone combined with other development projects in the surrounding area would not result in significant and adverse impacts to tribal cultural resources with the incorporation of mitigation. Therefore, impacts of the Proposed Project would not be cumulatively considerable. (Draft EIR pg. 5.18-10)

19. Utilities and Service Systems

Wastewater Treatment and Collection. The area considered for cumulative impacts for wastewater is the IEUA service area. Cumulative projects in the IEUA service area, including development of the GPA and Rezone area, could cause significant impacts if they either exceeded wastewater treatment requirements of RWQCBs or generated wastewater exceeding the combined capacities of wastewater treatment plants. Cumulative development within the IEUA service area, including development of the GPA and Rezone area, could result in the need for new and/or expanded wastewater treatment plants. However, as stated previously, IEUA has experienced a decrease in the volume of sewage flow of approximately 10 percent over the last 20 years, due to a decrease in indoor water consumption with new development compliance with California Green Building Standards Code and water conservation efforts. The IEUA anticipates a significant increase in the growth of its service area in the next 10 years, with 40 percent of the growth resulting from new development in Ontario. The IEUA develops 10-year forecasts and specifies capital improvements that will be implemented to meet the increase in demand. The ultimate capacity for wastewater flows to the IEUA WWTPs is 80 mgd by 2060.

Also, future development within the service area, including at the GPA and Rezone area, would be required to comply with all applicable regulations and ordinances issued by IEUA. Wastewater from cumulative projects is assumed in the SSMPs prepared by IEUA and the cities that send wastewater to the IEUA WWTPs. The IEUA and the cities within its service area plan for increased demand with future development. Therefore, with continued compliance with local and regional regulations, cumulative impacts would be less than significant and would not be cumulatively considerable. (Draft EIR pg. 5.19-7)

Water Supply and Distribution. The area considered for cumulative impacts for water supply and treatment is the IEUA and City of Ontario service areas. The IEUA and the OMUC obtain groundwater from the Chino Groundwater Basin, which is adjudicated and managed by the Chino Basin Watermaster, imported water from MWD, purchased water from San Antonio Water Company, and recycled water from IEUA. The IEUA and City's 2020 UWMPs state that there are sufficient water supplies through 2045 to meet projected demands in normal years, single dry years, and multiple dry years. State requirements and City policies and code requirements would result in enhanced water efficiency, and conservation would result in total water demand below the projections in the 2020 UWMP for year 2045. With the implementation of SB X7-7 and State, regional, and local water conservation ordinances, all new development would be required to conserve water use and implement water efficiency measures. In addition, pursuant to SB 610, water supply assessments would be prepared for other large development projects prior to the approval of each project to ensure adequate water supply for new development.

Overall, cumulative water demands would neither exceed planned levels of supply nor require building new water treatment facilities or expanding existing facilities beyond what is currently planned. In addition, future development would be required to pay connection fees, which would offset the costs of system maintenance and capital upgrades to support the new development in the service areas. Therefore, cumulative impacts would be less than significant and would not be cumulatively considerable. (Draft EIR pg. 5.19-25)

Storm Drainage Systems. The area considered for cumulative impacts is the Chino Creek subwatershed. Other projects in this area would increase impervious areas, including the development of the GPA and Rezone area, thus increasing runoff and flows into the storm drain systems. Within San Bernardino County, other projects would also be required to prepare hydrology and hydraulic studies in accordance with the County Hydrology Manual and analyze stormwater flows that result from the 100-year storm event to ensure that the capacities of the storm drain systems are not exceeded. Additionally, other projects, including development of the GPA and Rezone area, would be required to comply with the MS4 permit applicable to those watersheds. The Santa Ana RWQCB MS4 permit applies to portions of three counties in the Santa Ana Basin. Most projects would be required by the MS4 permits to implement low-impact development and on-site stormwater bioretention facilities that would reduce the amount of runoff entering public storm drain systems. Cumulative impacts would be less than significant and would not be cumulatively considerable. (Draft EIR pg. 5.19-31)

Solid Waste. The area considered for cumulative impacts to solid waste disposal includes all the cities and counties that dispose of their solid waste in Badlands Sanitary Landfill or El Sobrante Landfill.

These landfills currently have a combined residual daily capacity of 7,900 tons/day and have remaining landfill capacity of 7,800,000 cubic yards for Badlands Sanitary Landfill and approximately 144,000,000 cubic yards for El Sobrante Landfill. Both landfills have closure dates beyond 2050. In addition, State and local regulations and ordinances regarding the recycling of construction debris and organic wastes will further reduce the amount of solid waste transported to these landfills in the future. Therefore, with continued compliance with the applicable regulations, in combination with reasonably foreseeable future development, cumulative impacts of the ORSC and GPA and Rezone would be less than significant, and Proposed Project impacts would not be cumulatively considerable. (Draft EIR pg. 5.19-38)

Other Utilities. The area considered for cumulative impacts are the service areas of SCE for electricity, SoCalGas for natural gas, and the service boundaries of the various telecommunications providers. Other projects within these service areas, including development of the GPA and Rezone area, would increase electricity, natural gas, and telecommunications demands.

The CPUC has identified the Integrated Energy Policy Report as "the appropriate venue for considering issues of load forecasting, resource assessment, and scenario analyses, to determine the appropriate level and ranges of resource needs for load serving entities in California." The 2019 report shows that California's electricity sector is leading efforts to reduce GHG emissions and there has been an increase in electricity consumption of only 10 percent while California's economy grew by 54 percent between 2000 and 2018. Natural gas consumption is expected to level out between 2020 and 2030 with no significant increase due to energy savings from new building standards and the implementation of city and county ordinances that require new construction to have all-electric appliances and heating.

In addition, future projects developed within the SCE service areas, like development of the GPA and Rezone area, would implement the requirements of the California Energy Code and CALGreen Building Code. New buildings would also use new energy-efficient appliances and equipment, pursuant to the Appliance Efficiency Regulations. Counties and cities review project design plans against these codes and ensure compliance before issuing construction permits. These measures would reduce the overall consumption of electricity and natural gas.

The energy providers and telecommunications providers that serve Ontario indicate that they have the capability to serve future increases in population within their service areas without significant changes to the existing infrastructure. Therefore, the ORSC and GPA and Rezone would not result in a cumulatively considerable impact to electric power, natural gas, or telecommunication facilities and cumulative impacts would be less than significant. (Draft EIR pg. 5.19-47)

20. Wildfire

The areas considered for cumulative impacts related to wildfires are Fire Hazard Severity Zones (FHSZs) in the city. Future projects proposed within a very high FHSZ could subject people and structures to wildfire hazards; however, the city does not have lands in the very high FHSZ. As discussed previously, the ORSC would not result in new impacts or a substantial increase in magnitude of impacts related to interfering with implementation of emergency response or evacuation plans; exacerbating wildfire risks and exposing project occupants to pollutant concentrations or the

uncontrolled spread of wildfire; exacerbating fire risks or resulting in temporary or ongoing impacts to the environment due to the installation or maintenance of infrastructure; or exposing people or structures to significant risks as a results of runoff, post-fire slope instability, or drainage changes. Similarly, the GPA and Rezone area is not located within a very high FHSZ and therefore would not result in an increase in risks associated with wildfire.

Projects within wildfire-prone areas or fire hazard severity zones are required to comply with regulations governing development in such zones, including California Building Code Chapter 7A, CFC Chapter 49, and California Public Resources Code Sections 4291 et seq. Future development would be required to undergo separate CEQA review and identify wildfire impacts and appropriate mitigation measures. Additionally, the OFD reviews development applications as part of the City's Design Review process to ensure that adequate emergency accessibility is provided according to local and state guidance. Therefore, cumulative wildfire impacts of the Proposed Project would be less than significant. (Draft EIR pg. 5.20-15)

IV. ALTERNATIVES TO THE PROPOSED PROJECT

An EIR must briefly describe the rationale for selection and rejection of alternatives. The lead agency may make an initial determination as to which alternatives are feasible, and therefore, merit in-depth consideration, and which ones are infeasible.

Section 15126.6 of the State CEQA Guidelines requires an EIR to describe a range of reasonable alternatives to the Project or to the location of the Project that could feasibly achieve most of its basic objectives but would avoid or substantially lessen any of the significant effects identified in the EIR analysis. An EIR is not required to consider every conceivable alternative to a proposed project. Rather, an EIR must consider a reasonable range of alternatives that are potentially feasible; an EIR is not required to consider alternatives that are infeasible. In addition, an EIR should evaluate the comparative merits of the alternatives. Therefore, this section sets forth the potential alternatives to the Project analyzed in the EIR and evaluates them in light of the objectives of the Project, as required by CEQA.

Key provisions of the State CEQA Guidelines relating to the alternatives' analysis (Section 15126.6 et seq.) are summarized below:

- [T]he discussion of alternatives shall focus on alternatives to the Project or its location which are capable of avoiding or substantially lessening any significant effects of the Project, even if these alternatives would impede to some degree the attainment of the Project objectives or would be more costly." (CEQA Guidelines Section 15126.6[b]).

- "The specific alternative of 'no project' shall also be evaluated along with its impact." (CEQA Guidelines Section 15126.6[e][1])

- "The no project analysis shall discuss the existing conditions at the time the notice of preparation is published, or if no notice of preparation is published, at the time environmental analysis is commenced, as well as what would be reasonably expected to occur in the foreseeable future if the project were not approved, based on current plans and consistent with available infrastructure

and community services. If the environmentally superior alternative is the 'no project' alternative, the EIR shall also identify an environmentally superior alternative among the other alternatives." (CEQA Guidelines Section 15126.6[e][2])

- "The range of alternatives required in an EIR is governed by a 'rule of reason' that requires the EIR to set forth only those alternatives necessary to permit a reasoned choice. The alternatives shall be limited to ones that would avoid or substantially lessen any of the significant effects of the project." (CEQA Guidelines Section 15126.6[f])

- "Among the factors that may be taken into account when addressing the feasibility of alternatives are site suitability, economic viability, availability of infrastructure, general plan consistency, other plans or regulatory limitations, jurisdictional boundaries…, and whether the proponent can reasonably acquire, control or otherwise have access to the alternative site (or the site is already owned by the proponent)" (CEQA Guidelines Section 15126.6[f][1]).

- "Only locations that would avoid or substantially lessen any of the significant effects of the project need be considered for inclusion in the EIR." (CEQA Guidelines Section 15126.6[f][2][A])

- "An EIR need not consider an alternative whose effect cannot be reasonably ascertained and whose implementation is remote and speculative." (CEQA Guidelines Section 15126.6[f][3])

A. RATIONALE FOR SELECTING POTENTIALLY FEASIBLE ALTERNATIVES

The alternatives must include a no-project alternative and a range of reasonable alternatives to the Project if those reasonable alternatives would attain most of the Project objectives while substantially lessening the potentially significant Project impacts. The range of alternatives discussed in an EIR is governed by a "rule of reason," which the State CEQA Guidelines Section 15126.6(f)(3) defines as:

> . . . set[ting] forth only those alternatives necessary to permit a reasoned choice. The alternatives shall be limited to ones that would avoid or substantially lessen any of the significant effects of the project. Of those alternatives, the EIR need examine in detail only the ones that the lead agency determines could feasibly attain most of the basic objectives of the project. The range of feasible alternatives shall be selected and discussed in a manner to foster meaningful public participation and informed decision-making.

Among the factors that may be taken into account when addressing the feasibility of alternatives (as described in the State CEQA Guidelines Section 15126.6(f)([1]) are environmental impacts, site suitability, economic viability, availability of infrastructure, general plan consistency, other plans or regulatory limitations, jurisdictional boundaries, and whether the Project proponent could reasonably acquire, control, or otherwise have access to an alternative site. An EIR need not consider an alternative whose effects could not be reasonably identified and whose implementation is remote or speculative.

For purposes of this analysis, the Project alternatives are evaluated to determine the extent to which they attain the basic Project objectives, while significantly lessening any significant effects of the Project.

B. ALTERNATIVES CONSIDERED AND REJECTED DURING THE SCOPING/PROJECT PLANNING PROCESS

The following is a discussion of the alternatives considered during the scoping and planning process and the reasons why they were not selected for detailed analysis in the EIR.

1. Alternate Stadium Location Off-Site

CEQA requires that the discussion of alternatives focus on alternatives to the Proposed Project or its location that are capable of avoiding or substantially lessening any significant effects of the Proposed Project. The key question and first step in the analysis is whether any of the significant effects of the project would be avoided or substantially lessened by putting the Proposed Project in another location. Only locations that would avoid or substantially lessen any of the significant effects of the project need be considered for inclusion in the EIR (CEQA Guidelines Section 15126[5][B][1]).

The City's existing soccer fields are north of the ORSC site at 2200 Philadelphia Street. However, this site has space constraints and would not accommodate a Minor League Baseball stadium in a northeast configuration[10] as required by Major League Baseball. Additionally, it could not accommodate both the number and type of sports fields in addition to hospitality uses given that this site is only 20 acres compared to the ORSC site, which is 199 acres. For these reasons, this alternate site was considered and rejected.

In general, any development of the size and type of the ORSC would have substantially the same impacts on aesthetics, air quality, cultural and paleontological resources, energy, greenhouse gas emissions, land use and planning, noise, population and housing, public services, recreation, transportation, tribal cultural resources, and utilities and service systems. It was determined, therefore, that it is unlikely that there is an alternate ORSC site that could potentially meet the objectives of the ORSC and reduce significant impacts of the Proposed Project as proposed. (Draft EIR pg. 7-5)

Finding

The City finds that there are no alternative locations for the Proposed Project that fit the size needed for the sports fields and any development of the size and type of the ORSC would have substantially the same impacts. As described in these Findings of Fact, the Proposed Project would result in less than significant impacts, or impacts that can be mitigated to less than significant. For significant and unavoidable impacts, the City has determined that these impacts are acceptable because specific overriding economic, legal, social, technological, or other benefits, including regionwide or statewide environmental benefits, of the proposed project outweigh its significant effects on the environment, as described in the Statement of Overriding Considerations.

2. No Stadium

A no-stadium alternative would eliminate the proposed Minor League Baseball Stadium from the sports complex development and replace it with additional City sports park facilities. However, this

[10] Major League Baseball requires fields to be oriented to the northeast to prevent the setting sun from being in the batter's eyes.

alternative would not satisfy the primary objectives of the Proposed Project. Therefore, this alternative was considered and rejected. (Draft EIR pg. 7-5)

Finding

The City finds that an alternative without a stadium would not satisfy the primary objective for the project. For significant and unavoidable impacts, the City has determined that these impacts are acceptable because specific overriding economic, legal, social, technological, or other benefits, including regionwide or statewide environmental benefits, of the proposed project outweigh its significant effects on the environment, as described in the Statement of Overriding Considerations.

C. ALTERNATIVES SELECTED FOR FURTHER ANALYSIS

The following alternatives were determined to represent a reasonable range of alternatives with the potential to feasibly attain most of the basic objectives of the project but avoid or substantially lessen any of the significant effects of the project. Table 7-2, *Summary of Impacts of Alternatives Compared to the Proposed Project*, in Chapter 7, *Alternatives to the Proposed Project*, of the Draft EIR, identifies how each of the alternatives selected for further analysis compare to the Proposed Project. Table 7-3, *Ability of Each Alternative to Meet the Project Objectives*, in Chapter 7, *Alternatives to the Proposed Project*, of the Draft EIR, provides a summary of the ability of the alternatives to achieve the project objectives.

1. No Project–No Development Alternative

In accordance with CEQA Guidelines Section 15126.6(e), this EIR evaluates a No Project–No Development Alternative to compare the impacts of approving the Proposed Project with the impacts of not approving the Proposed Project. The No Project–No Development Alternative is an alternative that looks at what would happen if no development occurs onsite. The existing site is primarily utilized for dairy and a nursery but there are some rural residential units within the 199-acre ORSC site. This alternative would allow for these land uses to remain. However, no improvements would occur under this alternative. There would be no residential or nonresidential development onsite. This alternative would not require removal of manure or expansion of infrastructure, including roadways and wet and dry utilities. The sewer line extension would not be needed.

This alternative would not trigger SB 330/SB 166; therefore, the TOP amendments and zone change for the parcels south of the project on Vineyard Avenue would not be needed, and those parcels would not be rezoned to Medium Density Residential (MDR) and would remain Low Density Residential (LDR). (Draft EIR pg. 7-6)

Impacts

Aesthetics: Since no development would occur and the site would remain undeveloped under this alternative, there would be no impacts to the visual character or quality of the project area. Existing scenic vistas would be preserved, and no sources of light or glare would be produced. Therefore, aesthetic impacts under this alternative would be reduced compared to the ORSC. (Draft EIR pg. 7-7)

Agriculture and Forestry Resources: Under this alternative ORSC site would continue to be used for dairy farming and nursery land uses. No adverse impact related to the loss of important farmland

or conversion of land zoned as agriculture to nonagriculture would occur. Thus, this alternative would eliminate the ORSC's significant and unavoidable impact to agricultural resources. (Draft EIR pg. 7-7)

Air Quality: Air quality impacts would be reduced under this alternative because no development would occur on-site. Without development, the site would not generate any additional vehicle trips or emissions associated with any construction or operational activities and equipment use beyond what currently exists on-site. Thus, this alternative would reduce overall air quality impacts and eliminate significant and unavoidable impacts related to operational emissions. (Draft EIR pg. 7-7)

Biological Impacts: Under this alternative, the ORSC site would remain vacant and undeveloped, eliminating adverse impacts on the site's existing biological resources. The sensitive plant and animal species, jurisdictional waters, and riparian habitats throughout the site and off-site would not be disturbed. Thus, impacts would be reduced compared to the ORSC. (Draft EIR pg. 7-7)

Cultural Resources: The ORSC site would remain in its existing conditions under this alternative. Thus, no grading or construction activities would potentially unearth previously undiscovered cultural resources. Additionally, any areas within the ORSC site considered sensitive to local tribal groups would also not be impacted. Overall, impacts would be reduced in comparison to the ORSC. (Draft EIR pg. 7-7)

Energy: impacts would be reduced under this alternative because no new development would occur on-site. While this alternative would result in less overall energy resource consumption than the ORSC, newer buildings are generally more energy-efficient than older existing buildings Overall, this alternative would reduce overall energy impacts in comparison to the ORSC. (Draft EIR pg. 7-7)

Geology and Soils: The site would remain undeveloped. Therefore, no people or structures would be exposed to potential adverse effects of seismic activity, landslides, or ground failure. In addition, no grading or construction activities would occur. Thus, geology and soils impacts would be reduced. (Draft EIR pg. 7-8)

Greenhouse Gas Emissions: Under this alternative, no construction or operational activities would occur beyond what currently exists on- site, and no new mobile or stationary sources of GHG emissions would be introduced. The undeveloped site also would not generate any new vehicle trips that produce GHG emissions that contribute to global climate change. Overall, no new GHG emissions would be emitted under this alternative. As there would be no net increase in GHG emissions, this alternative would result in no impact with respect to GHG emissions and significant and unavoidable impacts would be eliminated. (Draft EIR pg. 7-8)

Hazards and Hazardous Materials: Under this alternative, no construction or operational activities would occur. Therefore, no hazards or hazardous materials would be introduced to the ORSC site. The site would remain open for use as a dairy and nursery. As a result, the manure from dairy operations would remain on-site. Impacts would be slightly greater under this alternative compared to the Proposed Project because the ORSC eliminates the dairy farm and nursery operations. Overall, impacts would remain less than significant. (Draft EIR pg. 7-8)

Hydrology and Water Quality: Under this alternative, no development would occur and the entire site would stay vacant. Without any development, the existing drainage patterns would be retained and would not be altered by the proposed development. The site would also maintain its permeability and would not adversely impact groundwater recharge or increase stormwater flows. However, this alternative would not install infrastructure for water quality and stormwater retention. Overall, impacts to hydrology and water quality on-site would be reduced under this alternative. (Draft EIR pg. 7-8)

Land Use and Planning Land: use and planning impacts would be reduced under this alternative. No zone change or general plan amendment would be required, and SB 330 and SB 166 requirements would not be triggered. Thus, impacts would be reduced and less than significant. (Draft EIR pg. 7-8).

Mineral Resources: The ORSC site is not within a regionally or locally significant mineral resource zone. Therefore, no impacts to mineral resources would occur under this alternative. Impacts would be similar in comparison to the ORSC. (Draft EIR pg. 7-8)

Noise: Under this alternative, no noise impacts would occur because no development would take place on-site. There would be no construction or operational noises and no vehicular trips to and from the ORSC site since it would remain rural agricultural use. Thus, impacts would be reduced, and significant and unavoidable impacts would be eliminated. (Draft EIR pg. 7-9)

Population and Housing: Population and housing impacts would be reduced under this alternative because no development would occur on-site, and no additional employment would be introduced into the city. Therefore, this alternative would not increase the city's employment, and the city's jobs-housing ratio would remain the same. Impacts would be reduced and would be less than significant. **Public Services**: Impacts on public services would be reduced under this alternative because no development would occur on- site, and no additional demand for fire, police, school, or library services would occur. (Draft EIR pg. 7-9)

Recreation: This alternative would have no impact on recreation. Although this alternative would increase demand for new recreational land in the city, it would not provide the environmental benefits of the ORSC. Because the ORSC would provide additional parkland in the city, this alternative would result in greater impacts, but no significant impact would occur. (Draft EIR pg. 7-9)

Transportation: This alternative would not generate any vehicle trips and associated VMT because no development would occur on-site. Therefore, this alternative would eliminate the ORSC's significant and unavoidable impact under SB 743. (Draft EIR pg. 7-9)

Tribal Cultural Resources: The ORSC site would remain in its existing conditions under this alternative. Thus, no grading or construction activities would occur that may potentially unearth previously undiscovered cultural resources. Additionally, any areas within the ORSC site considered sensitive to local tribal groups would also not be impacted. Overall, impacts would be reduced in comparison to the ORSC. (Draft EIR pg. 7-9)

Utilities and Service Systems: No development would occur on the ORSC site under this alternative. Therefore, there would be no demand for water supply or dry utilities (i.e., natural gas and electricity)

services. In addition, no wastewater or solid waste would be generated on-site. Thus, impacts would be reduced in comparison to the ORSC. (Draft EIR pg. 7-9)

Wildfire: The ORSC site is not within the wildland-urban interface or in a high fire hazard area. Therefore, no impacts to wildfire would occur under this alternative. This alternative would reduce impacts associated with emergency access during events at the Minor League Baseball Stadium and City park. Overall, impacts would be similar in comparison to the ORSC. (Draft EIR pg. 7-10)

Finding

The No Project–No Development Alternative would not meet any of the project objectives. Since the ORSC site would remain rural agricultural land use, this alternative would not provide a sports complex, consolidate and/or expand the City's athletic programs, provide a stadium to attract a Minor League Baseball team, allow for connection to OmniTrans bus stops to a stadium, or provide for a way to prioritize development away from sensitive receptors. While this alternative would eliminate the Proposed Project's impacts to agricultural resources, air quality, GHG, noise, and transportation impacts, this alternative would result in greater recreation impacts. The No Project/No Development Alternative is therefore rejected on the following grounds, each of which individually provides sufficient justification for rejection of this alternative: (1) the alternative fails to meet any of the Project objectives; (2) the alternative would result in increased impacts relating to recreation; and (3) the alternative is infeasible.

2. No Project–Armstrong Ranch Alternative

The No Project–Armstrong Ranch Alternative would develop the site based on the approved land use plan, which is the 2017 Armstrong Ranch Specific Plan. The Armstrong Ranch Specific Plan allows for the development of up to 891 residential dwelling units consisting of a variety of single-family detached and attached dwellings and an elementary school site. Residential land use areas are divided into six individual neighborhood planning areas linked by a network of street-separated sidewalks and trails that also connect the neighborhoods to a variety of park spaces, a proposed elementary school, and local and City master planned trail systems.

This alternative would not trigger SB 330/SB 166; there would be no TOP amendments and zone change for the parcels south of the ORSC site on Vineyard Avenue, which would not be rezoned to MDR and would remain designated LDR. (Draft EIR pg. 7-10)

Impacts

Aesthetics: This alternative would result in new sources of light and glare on the ORSC site and would alter the agricultural landscape on the ORSC site to accommodate the suburban residential neighborhood. This alternative would not require sports field and stadium lighting. As a result, this alternative would reduce aesthetics impacts and impacts would be less than significant. (Draft EIR pg. 7-11)

Agriculture and Forestry Resources: This alternative would also result in the loss of important farmland on the 199-acre site. No forestry resource impacts would occur. This alternative would have

similar impacts as the ORSC to agricultural resources. Therefore, this alternative is similar to the ORSC's significant and unavoidable impact. (Draft EIR pg. 7-11)

Air Quality: The ORSC has an accelerated schedule that results in several concurrent Planning Areas being developed at the same time so that the stadium and associated amenities can open by March 2026. Under this alternative, an accelerated schedule would not be warranted. Because the South Coast AQMD recommends utilizing maximum daily emissions thresholds for determining whether a project may generate a cumulatively considerable net increase in criteria air pollutants and this alternative would not require an accelerated schedule that may result in concurrent construction activities, maximum daily construction emissions under this alternative would be less than those generated by the ORSC. With mitigation, such as Mitigation Measure AQ-1 which would require the use of Tier 4 construction equipment, this alternative would reduce the ORSC's short-term regional and localized significant impact during construction. This alternative would be expected to also generate long-term operational criteria air pollutant emissions that exceed the South Coast AQMD significance thresholds. This alternative is expected to generate higher VOC emissions from consumer product use (e.g., cleaning products, aerosol paints, detergents, personal care products) as residential land uses tend to use consumer products at a higher rate than nonresidential land uses. However, this alternative would generate substantially fewer vehicle trips and VMT compared to the ORSC. Because vehicle trips and VMT would constitute the greatest operational emission source for both this alternative and the ORSC, this alternative would reduce long-term criteria air pollutant emissions compared to the ORSC. Nonetheless, long-term impacts would remain significant due to the magnitude of residential development envisioned under this alternative. (Draft EIR pg. 7-12)

Biological Impacts: This alternative would result in similar impacts to biological resources as the ORSC. Like the Proposed Project, ground-disturbing activities that have the potential to impact sensitive habitat and species would be required for the entire 199-acre site and for off-site infrastructure. Mitigation would ensure that this alternative would have less than significant impacts. Therefore, this alternative would have similar biological resources impacts, and impacts would be less than significant. (Draft EIR pg. 7-12)

Cultural Resources: This alternative would result in similar impacts to cultural resources as the ORSC. Like the Proposed Project, ground-disturbing activities that have the potential to unearth cultural resources would be required for the entire 199-acre site and Offsite Improvement Area associated with the sewer line in the Vineyard Avenue right-of- way. Mitigation would ensure that this alternative would have less than significant impacts. Therefore, this alternative would have similar cultural resources impacts, and impacts would be less than significant. (Draft EIR pg. 7-12)

Energy: New development under both this alternative and the ORSC would be designed and constructed compliant with the latest Energy Efficiency Standards of the California Building Standards Code. This alternative is expected to result in less overall energy resource consumption than the ORSC. This alternative would result in fewer vehicle trips and VMT than the ORSC; however, the fuel efficiency of vehicles used by future occupants under this alternative and visitors and employees of the ORSC are the result of increasing fuel efficiency standards established by the EPA and CARB. It is expected that fuel efficiency for vehicles used for both this alternative and the ORSC would improve with time as new more fuel-efficient vehicles incrementally replace less-efficient ones in future years.

As a result, this alternative would reduce fuel use compared to the ORSC and long-term impacts would be less than significant. (Draft EIR pg. 7-15)

Geology and Soils: This alternative would result in similar impacts to geology and soils, including paleontological resources, as the ORSC. Like the Proposed Project, ground-disturbing activities that have the potential to unearth paleontological resources would be required for the entire 199-acre site and the Offsite Improvement Area associated with the sewer line in the Vineyard Avenue right-of-way. Adherence to the recommendations in the soils and geohazards studies and mitigation for paleontological resources would ensure that this alternative would have less than significant impacts. Therefore, this alternative would have similar geology and soils impacts, and impacts would be less than significant. (Draft EIR pg. 7-15)

Greenhouse Gas Emissions: This alternative would also generate a substantial increase in GHG emissions but would generate substantially fewer vehicle trips and VMT compared to the ORSC. Because vehicle trips and VMT tend to be the greatest GHG emissions source for land use development projects, this alternative would reduce long-term GHG emissions compared to the ORSC. As a result, development associated with this alternative would be consistent with the City's Climate Action Plan. Therefore, this alternative would be consistent with the GHG reduction goals of Senate Bill (SB) 32. This alternative would eliminate the ORSC's significant GHG emissions impact. (Draft EIR pg. 7-15)

Hazards and Hazardous Materials: This alternative would result in similar impacts to hazards and hazardous materials as the ORSC. Like the Proposed Project, ground-disturbing activities would be required for the entire 199-acre site that would require removal of manure from past dairy operations. Adherence to the recommendations in the Phase I and Phase II Environmental Site Assessments would result in less than significant impacts. Additionally, residential and the school land uses would have similar operational phase hazards as the ORSC. This alternative would reduce impacts associated with emergency access during events at the Minor League Baseball Stadium and City park. Overall, this alternative would have similar hazards and hazardous material impacts as the ORSC, and impacts would be less than significant. (Draft EIR pg. 7-15)

Hydrology and Water Quality: This alternative would result in similar impacts to hydrology and water quality as the ORSC. Like the Proposed Project, hydrology studies and preliminary water quality management plans (WQMP) would be required to address operational best management practices (BMP) to prevent erosion, retain stormwater on-site, and reduce water pollution. During construction, construction contractors would adhere to the Stormwater Pollution Prevention Plan (SWPPP). Adherence to the BMPs in the SWPPP and WQMP would ensure less than significant impacts during construction and operation, respectively. Therefore, this alternative would have similar hydrology and water quality impacts as the ORSC and impacts would be less than significant. (Draft EIR pg. 7-16)

Land Use and Planning: This alternative is consistent with the land use designations of TOP and zoning. Therefore, this alternative does not trigger SB 330 and SB 166 and the need to rezone the parcels south of the ORSC site on Vineyard Avenue. This alternative would have similar impacts as the ORSC regarding consistency with policies in regional and local plans. Overall, this alternative would

slightly reduce land use planning impacts compared to the ORSC, and impacts would be less than significant. (Draft EIR pg. 7-16)

Mineral Resources: The ORSC site is not within a regionally or locally significant mineral resource zone. Therefore, no impacts to mineral resources would occur under this alternative. Impacts would be similar in comparison to the ORSC. (Draft EIR pg. 7-16)

Noise: This alternative would result in an increase in transportation and other stationary sources of noise that are common with residential and school land uses. This alternative would generate substantially fewer vehicle trips and VMT compared to the ORSC. As a result, this alternative would eliminate the ORSC's significant traffic noise impact. Additionally, this alternative would substantially reduce noise from youth sports games and tournaments and Minor League Baseball games. Thus, impacts would be reduced, and significant and unavoidable impacts would be eliminated. (Draft EIR pg. 7-16)

Population and Housing: This alternative would result in an increase in both housing and population on-site. The ORSC does not include housing on-site but does trigger SB 330 and SB 166, which requires concurrent land use changes to ensure no net loss of housing in the city. Overall, population and housing impacts would be similar compared to the ORSC and would be less than significant. (Draft EIR pg. 7-16)

Public Services: This alternative would result in an increase in population on-site and a commensurate increase in public service calls. However, the ORSC could generate substantial public service demand during peak events during games, tournaments, and events at the stadium. On a day without an event, this alternative would result in an increase in impacts compared to the ORSC. However, during events, this alternative would have less impact compared to the ORSC. Overall, impacts of this alternative to public services and facilities would be less than for the ORSC and would be less than significant. (Draft EIR pg. 7-17)

Recreation: This alternative would result in an increase in population in the city, thereby increasing demand for recreation services. Recreation demand from this alternative would be offset through creation of on-site recreational amenities and, if necessary, through payment of in-lieu fees that would offset any increase in demand to less than significant levels. Compared to the ORSC, which provides for 134.42 acres of open space-parkland use, this alternative would increase recreational impacts; however, impacts would be less than significant. (Draft EIR pg. 7-17)

Transportation: This alternative would also generate an increase in vehicle trips and VMT in the city. However, this alternative would generate substantially fewer vehicle trips and VMT compared to the ORSC. Additionally, because this alternative does not trigger any TOP amendments or zone changes, this alternative is not likely to generate VMT that would exceed the citywide average VMT or VMT per service population. Additionally, this alternative does not require a parking and event management plan to reduce transportation hazards. This alternative would eliminate the ORSC's significant transportation impact. (Draft EIR pg. 7-17)

Tribal Cultural Resources: This alternative would result in similar impacts to tribal cultural resources as the ORSC. Like the Proposed Project, ground-disturbing activities that have the potential to unearth

tribal cultural resources would be required for the entire 199-acre site and the Offsite Improvement Area associated with the sewer line expansion in the Vineyard Avenue right-of-way. Mitigation would ensure that this alternative would have less than significant impacts. Therefore, this alternative would have similar tribal cultural resources impacts, and impacts would be less than significant. (Draft EIR pg. 7-17)

Utilities and Service Systems: This alternative would also require extension of wet and dry utilities to serve the residences and school within the 199-acre site and the Offsite Improvement Area associated with needed sewer line expansion in the Vineyard Avenue right-of-way. As identified in the water supply assessment (Appendix N), water demand would be higher under this alternative than under the ORSC. Therefore, this alternative is assumed to result in slightly higher impacts to utilities and service systems compared to the ORSC, but impacts would be less than significant. (Draft EIR pg. 7-17)

Wildfire: The ORSC site is not within the wildland-urban interface or in a high fire hazard area. Therefore, no impacts to wildfire would occur under this alternative. This alternative would reduce impacts associated with emergency access during events at the Minor League Baseball Stadium and City park. Overall, impacts would be similar in comparison to the ORSC. (Draft EIR pg. 7-18)

Finding

The No Project–Armstrong Ranch Alternative would not meet any of the project objectives. Since the ORSC site would be developed as a suburban residential neighborhood, this alternative would not provide a sports complex, consolidate and/or expand the City's athletic programs, or provide a stadium onsite to attract a Minor League Baseball team proximate to OmniTrans bus stops on Riverside. This alternative would also not prioritize development away from existing and future sensitive receptors surrounding the site. The alternative would also eliminate significant and unavoidable impacts to GHG, noise, and transportation, but this alternative would result in greater impacts to recreation and utilities and service systems. This Alternative is therefore rejected on the following grounds, each of which individually provides sufficient justification for rejection of this alternative: (1) the alternative fails to meet any of the Project objectives; (2) the alternative would result in increased impacts relating to recreation and utilities and service systems; and (3) the alternative is infeasible.

3. Vineyard Avenue Residential Corridor Alternative

The ORSC triggers concurrent rezoning of residential land use offsite to comply with SB 330 and SB 166. The Vineyard Avenue Residential Corridor Alternative would eliminate the need to rezone the residential parcels offsite because this alternative would provide for 36.2 acres of high-density residential (HDR) development along Vineyard Avenue within the 199-acre ORSC site in lieu of some of the soccer/football fields and baseball/softball/Little League fields in Planning Area 5. Rezoning required under SB 330 and SB 166 would occur onsite along Vineyard Avenue. This alternative would:

- Convert 98.22 acres of Low Density Residential (LDR) to Open Space-Parkland (OS-R).
- Convert 51.57 acres of Low Density Residential (LDR) to Hospitality (HOS) for a baseball stadium, ancillary/supportive retail, and lodging uses.

This alternative would retain TOP residential along Vineyard Avenue and would redesignate these parcels from MDR to HDR to comply with SB 330 and SB 166 for the 149.79 acres of residential land being converted from residential to HOS and OS-R land uses.

To accommodate the onsite residential, this alternative would reduce the size of PA 5 by 36.2 acres and would eliminate Parking Structure B. Because of the loss of 36 acres, this alternative would only accommodate 7 soccer/football fields and 5 baseball/softball/Little League fields.[11] All other planning areas would remain the same as the ORSC (i.e., PA 1, PA 2, PA 3, PA 4, PA 6, and PA 7). Surface parking in PA 5 (1,000 spaces) and Parking Structure A (1,600 spaces) would be able to accommodate parking for the remaining athletic fields in PA 5. (Draft EIR pg. 7-19)

Impacts:

Under the Vineyard Avenue Residential Corridor Alternative, impacts on aesthetics, GHG emissions, land use and planning, public services, and transportation would be reduced in comparison to the ORSC. This alternative would have similar impacts for agricultural resources, biological resources, cultural resources, geology and soils, hazards and hazardous materials, hydrology and water quality, mineral resources, population and housing, tribal cultural resources, and wildfire. Air quality, energy, and recreation impacts would be greater under this alternative.

Aesthetics. This alternative would result in new sources of light and glare on the ORSC site and would alter the agricultural landscape on the ORSC site to accommodate the residential uses along Vineyard Avenue and sports complex, as shown on Figure 7-2 in the Draft EIR. This alternative would result in 5- to 6-story-tall (maximum of 75 feet tall) residential buildings to accommodate the HDR uses along Vineyard Avenue. This alternative would still require sport field and stadium lighting, but to a lesser extent than the ORSC because approximately half the fields would be eliminated. Additionally, receptors to the west and northwest would be buffered from sports field lighting on the ORSC site as a result of the multifamily residential buildings on Vineyard Avenue. As a result, this alternative would reduce aesthetics impacts and impacts would be less than significant. (Draft EIR pg. 7-20)

Agricultural and Forestry Resources. This alternative would also result in the loss of important farmland on the 199-acre site. No forestry resource impacts would occur. This alternative would have similar impact as the ORSC to agricultural resources, and impacts would be significant. (Draft EIR pg. 7-20)

Air Quality. This alternative would have similar construction impacts as the ORSC. This alternative eliminates some of the sports fields and would require additional vertical construction for the HDR land uses along Vineyard Avenue. Because this alternative would keep the stadium as part of the land use buildout, several Planning Areas would be developed at the same time so that the stadium and associated amenities can open by March 2026, same as the ORSC. With mitigation, such as Mitigation Measure AQ-1 which would require the use of Tier 4 construction equipment, this alternative would reduce short-term regional and localized significant impacts during construction; and impacts would be less than significant with mitigation. (Draft EIR pg. 7-23)

[11] PA 7 includes one additional baseball/softball/Little League field for a total of five baseball/softball/Little League fields under this alternative, four of them in PA 5.

Biological Resources. This alternative would result in similar impacts to biological resources as the ORSC. Like the Proposed Project, ground-disturbing activities that have the potential to impact sensitive habitat and species would be required for the entire 199-acre site and for off-site infrastructure in the Vineyard Avenue right-of-way. Mitigation would ensure that this alternative would have less than significant impacts. Therefore, this alternative would have similar biological resources impacts, and impacts would be less than significant. (Draft EIR pg. 7-23)

Cultural Resources. This alternative would result in similar impacts to cultural resources as the ORSC. Like the ORSC, ground-disturbing activities that have the potential to unearth cultural resources would be required for the entire 199-acre site and for off-site infrastructure in the Vineyard Avenue right-of-way. Mitigation would ensure that this alternative would have less than significant impacts. Therefore, this alternative would have similar cultural resources impacts, and impacts would be less than significant. (Draft EIR pg. 7-23)

Energy. This alternative would generate an increase in demand for electricity, natural gas, and transportation fuel associated with the operation of 1,267 residential units and the sports complex. New development under both this alternative and the ORSC would be designed and constructed compliant with the latest Energy Efficiency Standards of the California Building Standards Code. This alternative would result in greater vehicle trips and VMT than the ORSC; however, the fuel efficiency of vehicles used by future residents, employees, and visitors under this alternative and the ORSC are the result of increasing fuel efficiency standards established by the EPA and CARB. It is expected that fuel efficiency for vehicles used for both this alternative and the ORSC would improve with time as new more fuel-efficient vehicles incrementally replace less-efficient ones in future years. Nonetheless, energy consumption associated with this alternative would be greater than that of the ORSC. Therefore, this alternative would slightly increase long-term energy impacts compared to the ORSC, and impacts would be less than significant. (Draft EIR pg. 7-23)

Geology and Soils. This alternative would result in similar impacts to geology and soils, including paleontological resources, as the ORSC. Like the Proposed Project, ground-disturbing activities that have the potential to unearth paleontological resources would be required for the entire 199-acre site and Offsite Improvement Area associated with the sewer extension in the Vineyard Avenue right-of-way. Adherence to the recommendations in the soils and geohazards studies and mitigation for paleontological resources would ensure that this alternative would have less than significant impacts. Therefore, this alternative would have similar geology and soils impacts, and impacts would be less than significant. (Draft EIR pg. 7-24)

Greenhouse Gas Emissions. This alternative would also generate a substantial increase in GHG emissions. The decrease in the number of sports fields would result in a 44 percent decrease in VMT associated with the soccer fields and a 44 percent decrease in VMT associated with the baseball/softball fields. Total trips and VMT would increase with this alternative as a result of the additional trips from the residential component (31 percent increase in VMT on weekdays and 5 percent increase in VMT on weekends). However, average daily VMT per service population (VMT/SP) would fall from 248.6 to 51.79 (79 percent reduction). This is due to the significantly higher service population for this alternative compared to the ORSC. Because vehicle trips and VMT would constitute the greatest operational GHG emission source for both this alternative and the ORSC, this alternative would also

exceed the City's no net increase threshold for GHG emissions. Therefore, this alternative would reduce impacts associated with consistency with the plans adopted for the purpose of reducing GHG emissions but would not eliminate the ORSC's significant GHG impact. (Draft EIR pg. 7-24)

Hazards and Hazardous Materials. This alternative would result in similar impacts to hazards and hazardous materials as the ORSC. Like the Proposed Project, ground-disturbing activities would be required for the entire 199-acre site to remove the manure from past dairy operations. Adherence to the recommendations in the Phase I and Phase II Environmental Site Assessments would have less than significant impacts. Additionally, residential uses on Vineyard Avenue would have similar operational phase hazards as the ORSC. This alternative would reduce impacts associated with emergency access during events at the Minor League Baseball Stadium and City park. Overall, this alternative would have similar hazards and hazardous material impacts as the ORSC, and impacts would be less than significant. (Draft EIR pg. 7-24)

Hydrology and Water Quality. This alternative would result in similar impacts to hydrology and water quality as the ORSC. Like the Proposed Project, hydrology studies and preliminary WQMPs would be required to address operational BMPs to prevent erosion, retain stormwater on-site, and reduce water pollution. During construction, construction contractors would adhere to the SWPPP. Adherence to the BMPs in the SWPPP and WQMP would ensure less than significant impacts during construction and operation, respectively. Therefore, this alternative would have similar hydrology material impacts as the ORSC and impacts would be less than significant. (Draft EIR pg. 7-24)

Land Use and Planning. While this alternative triggers SB 330 and SB 166, the concurrent land use change would be confined to the ORSC site, and there would be no need to rezone the parcels south of the ORSC site on Vineyard Avenue. This alternative would have similar impacts associated with consistency with policies in regional and local plans. Overall, this alternative would slightly reduce land use planning impacts compared to the ORSC, and impacts would be less than significant. (Draft EIR pg. 7-25)

Mineral Resources. The ORSC site is not within a regionally or locally significant mineral resource zone. Therefore, no impacts to mineral resources would occur under this alternative. Impacts would be similar in comparison to the ORSC. (Draft EIR pg. 7-25)

Noise. This alternative would decrease the number of sports fields, resulting in a 44 percent decrease in VMT associated with the soccer fields and a 44 percent decrease in VMT associated with the baseball/softball fields. Total trips and VMT would increase with this alternative as a result of the additional trips from the residential component (31 percent increase in VMT on weekdays and 5 percent increase in VMT on weekends). As a result, this alternative would result in a slight increase in traffic noise impacts. This alternative would reduce sports field noise from games and tournaments because there would be fewer fields within the ORSC site. The high density residential component of this project on Vineyard Avenue would buffer receptors to the west and northwest from sports field noise. Overall, this alternative would result in slightly greater noise impacts compared to the ORSC. (Draft EIR pg. 7-25)

Population and Housing. This alternative would result in an increase in housing and population on-site. The ORSC does not include housing but does trigger SB 330 and SB 166, which requires

concurrent land use changes to ensure no net loss of housing in the city. SB 330 and SB 166 requires no net loss of residential capacity citywide. While this alternative would increase housing onsite, overall housing capacity citywide would be the same. Therefore, population and housing impacts would be similar compared to the ORSC and would be less than significant. (Draft EIR pg. 7-25)

Public Services. This alternative would result in an increase in population on-site and a commensurate increase in public service calls. On a day with an event, this alternative would slightly reduce impacts compared to the ORSC because there would be fewer fields for games and tournaments. Overall, impacts of this alternative to public services and facilities would be less than that of the ORSC and would be less than significant. (Draft EIR pg. 7-25)

Recreation. This alternative would result in an increase in population in the city, thereby increasing demand for recreation services. Recreation demand from this alternative would be offset through creation of on-site recreational amenities and, if necessary, through payment of in-lieu fees that would offset any increase in demand to less than significant levels. Compared to the ORSC, which provides for 134.42 acres of open space-parkland use, this alternative would slightly increase recreational impacts; however, impacts would be less than significant. (Draft EIR pg. 7-26)

Transportation. This alternative would generate an increase in vehicle trips and VMT in the city. The decrease in the number of sports fields would result in a 44 percent decrease in VMT associated with the soccer fields and a 44 percent decrease in VMT associated with the baseball/softball fields. However, total trips and VMT would increase with this alternative because of the additional trips from the residential component (31 percent increase in VMT on weekdays and 5 percent increase in VMT on weekends). However, average daily VMT per service population (VMT/SP) would fall from 248.6 to 51.79 (79 percent reduction). This is due to the significantly higher service population for this alternative compared to the ORSC. Therefore, this alternative would substantially reduce but would not eliminate the ORSC's significant transportation impact. (Draft EIR pg. 7-26)

Tribal Cultural Resources. This alternative would result in similar impacts to tribal cultural resources as the ORSC. Like the Proposed Project, ground-disturbing activities that have the potential to unearth tribal cultural resources would be required for the entire 199-acre site and the Offsite Improvement Area associated with the sewer line in the Vineyard Avenue right-of-way. Mitigation would ensure that this alternative would have less than significant impacts. Therefore, this alternative would have similar tribal cultural resources impacts, and impacts would be less than significant. (Draft EIR pg. 7-26)

Utilities and Service Systems. This alternative would require extension of wet and dry utilities to serve the residential, commercial/hospitality, and recreational facilities within the 199-acre site and also may warrant extension of the sewer in the Vineyard Avenue right-of-way. Water demand would be higher under this alternative compared to the ORSC as a result of the residential units in addition to the City park land uses. Therefore, this alternative would result in slightly higher impacts to utilities and service systems compared to the ORSC, but impacts would be less than significant. (Draft EIR pg. 7-26)

Wildfire. The ORSC site is not within the wildland-urban interface or in a high fire hazard area. Therefore, no impacts to wildfire would occur under this alternative. This alternative would reduce

impacts associated with emergency access during events at the Minor League Baseball Stadium and City park. Overall, impacts would be similar in comparison to the ORSC. (Draft EIR pg. 7-26)

Finding

The Vineyard Avenue Residential Corridor Alternative would also meet the project objectives, but to a lesser extent than the ORSC since fewer sports fields would be constructed. This alternative would also not prioritize development away from sensitive receptors as the residential corridor would place high density land uses proximate to existing future sensitive receptors on Vineyard Avenue. this Alternative would not eliminate any of the Proposed Project's significant impacts, and air quality, energy, and recreation impacts would be greater under this alternative. This Alternative therefore is rejected on the following grounds, each of which individually provides sufficient justification for rejection of this alternative: (1) the alternative would meet the project objectives, but to a lesser extent than the ORSC since fewer sports fields would be constructed; (2) the alternative fails to avoid or reduce any of the Proposed Project's significant and unavoidable impacts; (3) the alternative would result in increased impacts relating to air quality, energy, and recreation impacts; and (4) the alternative is infeasible.

4. Alternative Stadium Location Onsite Alternative

The Alternate Stadium Location Onsite Alternative would shift the Minor League Baseball stadium farther away from sensitive receptors on Riverside Drive and Plymouth Avenue. As a result, commercial and hospitality uses in PAs 1, 2, 3, and 4 would be shifted to the southwest corner of the site, and some of the baseball/softball fields and surface parking would be shifted to the northeast. Buildout of this alternative would have the same number of fields, stadium capacity, and nonresidential square footage as the ORSC. (Draft EIR pg. 7-27)

Impacts:

Under the Alternate Stadium Location Onsite Alternative, impacts on aesthetics, noise, and transportation would be substantially reduced in comparison to the ORSC. This alternative would have similar impacts to the ORSC for all other environmental resources.

This alternative would substantially lessen impacts associated with aesthetics, noise, and transportation while still meeting most of the project objectives. The remaining impacts are generally the same as the ORSC.

Aesthetics. This alternative would result in new sources of light and glare on the ORSC site and would alter the agricultural landscape on the ORSC site to accommodate the commercial, hospitality, and city park land uses, as shown on Figure 7-3. This alternative would relocate the stadium to the southwest corner of the site near Vineyard Avenue and Chino Avenue. The lighting associated with the stadium is the most intense lighting on the ORSC site. Relocating the fields to the southwest portion of the ORSC site would substantially reduce light and glare from the stadium component at existing residential uses. As a result, this alternative would reduce aesthetics impacts, and impacts would be less than significant. (Draft EIR pg. 7-27)

Agricultural and Forestry Resources. This alternative would also result in the loss of important farmland on the 199-acre site. No forestry resource impacts would occur. This alternative would have similar impact as the ORSC to agricultural resources, and impacts would be significant. (Draft EIR pg. 7-27)

Air Quality. This alternative would have the same construction impacts as the ORSC. This alternative would also generate the same long-term criteria air pollutant emissions as the ORSC. Because this alternative would keep the stadium as part of the land use buildout, several Planning Areas would be developed at the same time so that the stadium and associated amenities can open by March 2026, same as the ORSC. With mitigation, such as Mitigation Measure AQ-1 which would require the use of Tier 4 construction equipment, this alternative would reduce short-term regional and localized significant impact during construction; and impacts would be less than significant. Overall, this alternative would result in the same short-term and long-term air pollutant emissions impact compared to the ORSC, and impacts would be significant. (Draft EIR pg. 7-28)

Biological Resources. This alternative would result in similar impacts to biological resources as the ORSC. Like the Proposed Project, ground-disturbing activities that have the potential to impact sensitive habitat and species would be required for the entire 199-acre site and for off-site infrastructure. Mitigation would ensure that this alternative would have less than significant impacts. Therefore, this alternative would have similar biological resources impacts, and impacts would be less than significant. (Draft EIR pg. 7-28)

Cultural Resources. This alternative would result in similar impacts to cultural resources as the ORSC. Like the Proposed Project, ground-disturbing activities that have the potential to unearth cultural resources would be required for the entire 199-acre site and for off-site infrastructure. Mitigation would ensure that this alternative would have less than significant impacts. Therefore, this alternative would have similar cultural resources impacts, and impacts would be less than significant. (Draft EIR pg. 7-28)

Energy. This alternative would have the same energy demand as the ORSC. New development under both this alternative and the ORSC would be designed and constructed compliant with the latest Energy Efficiency Standards of the California Building Standards Code. Moreover, the fuel efficiency of vehicles used by future residents, employees, and visitors under this alternative and the ORSC are the result of increasing fuel efficiency standards established by the EPA and CARB, and vehicle trips and VMT generated by the ORSC and this alternative would be the same. Therefore, this alternative would have similar impacts to energy, and impacts would be less than significant. (Draft EIR pg. 7-28)

Geology and Soils. This alternative would result in similar impacts to geology and soils, including paleontological resources, as the ORSC. Like the Proposed Project, ground-disturbing activities that have the potential to unearth paleontological resources would be required for the entire 199-acre site and for off-site infrastructure. Adherence to the recommendations in the soils and geohazards studies and mitigation for paleontological resources would ensure that this alternative would have less than significant impacts. Therefore, this alternative would have similar geology and soils impacts, and impacts would be less than significant. (Draft EIR pg. 7-31)

Greenhouse Gas Emissions. Operationally, this alternative would constitute the same land use types and sizes and vehicle trip and VMT generation as the ORSC. Therefore, this alternative would also generate a substantial increase in GHG emissions beyond existing conditions, and GHG emissions would be significant, the same as for the ORSC. (Draft EIR pg. 7-31)

Hazards and Hazardous Materials. This alternative would result in similar impacts to hazards and hazardous materials as the ORSC. Like the Proposed Project, ground-disturbing activities would be required for the entire 199-acre site to remove manure from past dairy operations. Adherence to the recommendations in the Phase I and Phase II Environmental Site Assessments would have less than significant impacts. Therefore, this alternative would have similar hazards and hazardous material impacts as the ORSC, and impacts would be less than significant. (Draft EIR pg. 7-31)

Hydrology and Water Quality. This alternative would result in similar impacts to hydrology and water quality as the ORSC. Like the Proposed Project, hydrology studies and preliminary WQMPs would be required to address operational BMPs to prevent erosion, retain stormwater onsite, and reduce water pollution. During construction, construction contractors would adhere to the SWPPP. Adherence to the BMPs in the SWPPP and WQMP would ensure less than significant impacts during construction and operation, respectively. Therefore, this alternative would have similar hydrology and water quality impacts as the ORSC and impacts would be less than significant. (Draft EIR pg. 7-31)

Land Use and Planning. This alternative would trigger the need for concurrent rezoning of the residential land uses on Vineyard Avenue south of the ORSC site to meet SB 330 and SB 166. This alternative have similar impacts regarding consistency with policies in regional and local plans. Overall, this alternative would have the same land use planning impacts as the ORSC, and impacts would be less than significant. (Draft EIR pg. 7-31)

Mineral Resources. The ORSC site is not within a regionally or locally significant mineral resource zone. Therefore, no impacts to mineral resources would occur under this alternative. Impacts would be similar in comparison to the ORSC. (Draft EIR pg. 7-31)

Noise. This alternative would relocate the stadium to the southwest corner of the site near Vineyard Avenue and Chino Avenue. As a result, noise associated with baseball and other events (e.g., concerts) at the Minor League Baseball stadium would be substantially lessened at off-site sensitive receptors because the stadium would be adjacent to agricultural land uses on Chino Avenue. This alternative would shift some of the sports fields toward Ontario Avenue and Riverside Drive, but noise from these fields is anticipated to be much lower than from the Minor League Baseball stadium. Traffic noise would be the same as the ORSC. Overall, this alternative would substantially reduce noise impacts compared to the ORSC. (Draft EIR pg. 7-32)

Population and Housing. This alternative, like the Proposed Project, would not result in an increase in population and housing on-site. This alternative would trigger SB 330 and SB 166, which requires concurrent land use changes to ensure no net loss of housing in the city. Overall, population and housing impacts would be similar to the ORSC and less than significant. (Draft EIR pg. 7-32)

Public Services. Impacts of this alternative to public services and facilities would be the same as the ORSC and less than significant. (Draft EIR pg. 7-32)

Recreation. Compared to the ORSC, this alternative would result in the same acreage of open space-parkland use on-site. Therefore, this alternative would have the same impacts as the ORSC, and impacts would be less than significant. (Draft EIR pg. 7-32)

Transportation. This alternative would also generate an increase in vehicle trips and VMT in the city. VMT per service population (VMT/SP) would be the same for this alternative as for the ORSC. Moving the stadium and associated parking structure to the southwest would make Chino Avenue the primary entry point for event traffic (assuming parking is shifted as well), which may improve access because Chino Avenue is expected to carry lower through-traffic volumes. Pedestrian access is expected to be the same because sidewalks are proposed for all streets. Transit access would be less direct, with service only along Riverside Drive. Moving the stadium could improve the separation between the city park sports fields and the stadium, improving traffic operations during weekends with multiple major events (e.g., simultaneous concert and tournament). Therefore, this alternative would reduce but would not eliminate the ORSC's significant transportation impact. (Draft EIR pg. 7-32)

Tribal Cultural Resources. This alternative would result in similar impacts to tribal cultural resources as the ORSC. Like the Proposed Project, ground-disturbing activities that have the potential to unearth tribal cultural resources would be required for the entire 199-acre site and Offsite Improvement Area associated with the sewer line in the Vineyard Avenue right-of-way. Mitigation would ensure that this alternative would have less than significant impacts. Therefore, this alternative would have similar tribal cultural resources impacts, and impacts would be less than significant. (Draft EIR pg. 7-33)

Utilities and Service Systems. This alternative would also require extension of wet and dry utilities to serve the residential, commercial/hospitality, and recreational facilities on the 199-acre site and would also require extension of the sewer line in the Vineyard Avenue right-of-way. This alternative would have the same impacts to utilities and service systems, and impacts would be less than significant. (Draft EIR pg. 7-33)

Wildfire. The ORSC site is not within the wildland-urban interface or in a high fire hazard area. Therefore, no impacts to wildfire would occur under this alternative. Impacts would be similar in comparison to the ORSC. (Draft EIR pg. 7-33)

Finding

The Alternate Stadium Location Onsite Alternative would meet all the project objectives but would not meet fundamental Project Objective 6 and Objective 7. Under this Alternative the bus stops would be over a quarter of a mile from the stadium entrance. This alternative would also shift the stadium away from the center location within the 199-acre ORSC site, across from the Whispering Winds golf to the southwest corner of the site, which would be proximate to future sensitive receptors along the Vineyard Avenue corridor. Under this alternative, impacts on aesthetics, noise, and transportation would be substantially reduced in comparison to the ORSC. This Alternative therefore is rejected on the following grounds, each of which individually provides sufficient justification for rejection of this alternative: (1) the alternative fails to meet fundamental Project Objective 6 and Objective 7; (2) the alternative would have similar impacts to the ORSC for all environmental resources except for aesthetics, noise, and transportation; and (3) the alternative is infeasible.

D. ENVIRONMENTALLY SUPERIOR ALTERNATIVE

An EIR must identify an "environmentally superior" alternative and where the No Project Alternative is identified as environmentally superior, the EIR is then required to identify as environmentally superior an alternative from among the others evaluated. Based on the analysis contained within the Draft EIR, the Alternate Stadium Location Onsite Alternative has been identified as the "environmentally superior" to the Proposed Project.

The Alternate Stadium Location Onsite has been identified as the environmentally superior alternative. This alternative would substantially lessen impacts associated with aesthetics, noise, and transportation while still meeting most of the project objectives. The remaining impacts are generally the same as the ORSC.

CEQA does not require the lead agency (the City of Ontario) to choose the environmentally superior alternative. Instead, CEQA requires the City to consider environmentally superior alternatives, weigh those considerations against the environmental impacts of the Proposed Project, and make findings that the benefits of those considerations outweigh the harm. "Among the factors that may be used to eliminate alternatives from detailed consideration in an EIR are: (i) failure to meet most of the basic project objectives, (ii) infeasibility, or (iii) inability to avoid significant environmental impacts" (CEQA Guidelines Section 15126.6[c]).

The City Council rejects the Alternate Stadium Location Onsite Alternative on the following grounds, each of which individually provides sufficient justification for rejection of this alternative: (1) the alternative fails to meet fundamental Project Objective 6 and Objective 7; (2) the alternative would have similar impacts to the ORSC for all environmental resources except for aesthetics, noise, and transportation; and (3) the alternative is infeasible. Therefore, the Alternate Stadium Location Onsite Alternative is eliminated from further consideration.

V. ADDITIONAL CEQA CONSIDERATIONS

A. SIGNIFICANT IRREVERSIBLE CHANGES DUE TO THE PROJECT

Section 15126.2(c) of the State CEQA Guidelines requires that an EIR describe any significant irreversible environmental changes that would be caused by the proposed project should it be implemented. Specifically, the State CEQA Guidelines state:

> Uses of nonrenewable resources during the initial and continued phases of the project may be irreversible since a large commitment of such resources makes removal or nonuse thereafter unlikely. Primary impacts and, particularly, secondary impacts (such as highways improvement which provides access to a previously inaccessible area) generally commit future generations to similar uses. Also, irreversible damage can result from environmental accidents associated with the project. Irretrievable commitments of resources should be evaluated to assure that such current consumption is justified.

Generally, a project would result in significant irreversible environmental changes if:

- The primary and secondary impacts would generally commit future generations to similar uses;

- The project would involve a large commitment of nonrenewable resources;

- The project would involve uses in which irreversible damage could result from any potential environmental accidents associated with the project; or

- The proposed irretrievable commitments of nonrenewable resources are not justified (e.g., the project involves the wasteful use of energy).

In the case of Proposed Project, implementation would cause the following significant irreversible changes:

- Implementation of the ORSC and extension of the sewer alignment in the Offsite Improvement Area would include construction activities that would entail the commitment of nonrenewable and/or slowly renewable energy resources; human resources; and natural resources such as lumber and other forest products, sand and gravel, asphalt, steel, copper, lead, other metals, water, and fossil fuels. Operationally, development on the ORSC site would require the use of electricity, fossil fuels, and water. The commitment of resources required for the construction and operation of the ORSC would limit the availability of such resources for future generations or other uses during the life of the ORSC.

- An increased commitment of social services and public maintenance services (e.g., police, fire, and sewer and water services) would also be required. The energy and social service commitments would be long-term obligations in view of the low likelihood of returning the land to its original condition once it has been developed.

- The uses associated with the ORSC would increase vehicle trips over the long term. Emissions associated with such vehicle trips would contribute to the South Coast Air Basin's nonattainment designation for ozone (O_3) and particulate matter ($PM_{2.5}$ and PM_{10}).

- Development of the ORSC site is a long-term, irreversible commitment of land.

B. GROWTH-INDUCING IMPACTS OF THE PROPOSED PROJECT

Pursuant to Section 15126(d) and 15126.2(d) of the State CEQA Guidelines, this section is provided to examine ways in which the Project could foster economic or population growth, or the construction of additional housing, either directly or indirectly, in the surrounding environment. To address this issue, potential growth-inducing effects will be examined through analysis of the following questions:

- Would this project remove obstacles to growth, e.g., through the construction or extension of major infrastructure facilities that do not presently exist in the project area, or through changes in existing regulations pertaining to land development?

- Would this project result in the need to expand one or more public services to maintain desired levels of service?

- Would this project encourage or facilitate economic effects that could result in other activities that could significantly affect the environment?

- Would approval of this project involve some precedent-setting action that could encourage and facilitate other activities that could significantly affect the environment?

Please note that growth-inducing effects are not to be construed as necessarily beneficial, detrimental, or of little significance to the environment. This issue is presented to provide additional information on ways in which the Proposed Project could contribute to significant changes in the environment, beyond the direct consequences of developing the land use concept examined in the preceding sections of this EIR.

1. Would this project remove obstacles to growth, e.g., through the construction or extension of major infrastructure facilities that do not presently exist in the project area, or through changes in existing regulations pertaining to land development?

Approval and development of the ORSC would involve the extension of infrastructure to service the proposed recreational, service, and stadium uses. The ORSC site consists primarily of agricultural land (ranching and farming), a limited number of residences, and miscellaneous commercial uses such as a nursery, which are currently served by limited infrastructure. The Proposed Project would develop the ORSC site with urban uses, which would include construction of infrastructure extensions and improvements, such as roadways, storm drains, water pipes, solid waste collection systems, and energy/communication extensions.

Option 2 sewer improvements in the Offsite Improvement Area would extend sewer lines from the ORSC site to Eucalyptus Avenue, which could include growth in the Ontario Ranch as a result of expansion of services. Impacts to sewer facilities are discussed further in Section 5.19, *Utilities and Service Systems*.

In addition, the ORSC would increase the demand for electricity, which could require expansion of energy infrastructure provided by Southern California Edison, and may require expansion of natural gas infrastructure provided by the Southern California Gas Company. While these improvements are consistent with the City's utility master plans, the construction of these improvements could facilitate the further urbanization of the Proposed Project vicinity, which primarily consists of the agricultural uses. Impacts to existing utilities and service systems and potential needs for future improvements are discussed further in Section 5.19, *Utilities and Service Systems*.

The Proposed Project includes the extension of Vineyard Avenue between Riverside Drive and Chino Avenue. Additionally, the Proposed Project would also involve expansion of Chino Avenue between Vinyard Avenue and the Cucamonga Channel to its ultimate full-width right-of-way (ROW) and Riverside Drive to its half-width ROW. It would also improve internal roadways (e.g., Ontario Avenue) to accommodate the increased trips under the ORSC. These expansions could induce further growth in the Ontario Ranch area pursuant to TOP 2050. Transportation impacts are analyzed in Section 5.17, *Transportation*.

Furthermore, the Proposed Project would involve land use changes to the ORSC site to accommodate the proposed recreational, hospitality, and commercial uses. The Proposed Project also includes concurrent redesignation of the residential parcels in the Vineyard Corridor south of the ORSC site to achieve a no-net-loss in housing units in accordance with Senate Bill (SB) 330 and SB 166. As a result

of these changes, the Proposed Project would result in a surplus of 180 housing units (see Chapter 3, *Project Description*, Section 3.3.4, *The Ontario Plan and Zone Changes*). Therefore, the land use changes under the Proposed Project induce additional growth in the Ontario Ranch area. (Draft EIR pg. 10-2)

2. Would this project result in the need to expand one or more public services to maintain desired levels of service?

While the Proposed Project would not directly contribute to population growth in the City, the specific uses under the ORSC would result in a higher number of average daily visitors to the ORSC site when compared to the development proposed under the Armstrong Ranch Specific Plan, specifically during stadium events and sports tournaments at the proposed sports facilities. This may require additional/expanded public services facilities (fire and police). As discussed in Section 5.15, *Public Services,* impacts to public services would be less than significant with review of individual site plans by the fire and police departments for site-specific requirements and payment of developer impact fees. (Draft EIR pg. 10-2)

3. Would this project encourage or facilitate economic effects that could result in other activities that could significantly affect the environment?

During construction of the ORSC site and Offsite Improvement Area, a number of design, engineering, and construction jobs would be created. Construction employees would be absorbed from the regional labor force, and the construction of the ORSC would not attract a substantial number of new workers to the region. The operation of the ORSC would result in 1,026 new jobs in the city.

Activities under the ORSC could also result in increased business and economic opportunities in the vicinity of the ORSC site. For example, attendees of stadium events and sports games/practices at the city park facilities may seek goods and services from the nearby commercial centers due to their proximity. Environmental impacts could therefore occur if the increased demand from the ORSC causes development or redevelopment of retail/restaurant/commercial uses in the City. However, the Proposed Project would not directly result in redevelopment of other land uses in the City.

The land use changes under the Proposed Project include redesignation of the ORSC site to accommodate the stadium, retail, and recreational uses of the ORSC and concurrent redesignation of the residential parcels in the Vineyard Corridor south of the ORSC site to achieve no net loss in housing units in accordance with SB 330 and SB 166. As a result of these changes, the Proposed Project would result in a surplus of 180 housing units, referred to as the GPA and Rezone throughout this Draft EIR (see Chapter 3, *Project Description*, Section 3.3.4, *The Ontario Plan and Zone Changes*). The GPA and Rezone would create additional housing capacity in the City and would result in an increased population. These additional residents would seek shopping, entertainment, employment, home improvement, auto maintenance, and other economic opportunities in the City, resulting in increased demand for these services. However, as described in Section 5.14, *Population and Housing*, this increase would represent a small increase a 0.25 percent increase in population compared to SCAG's 2045 forecast and a 0.16 percent increase when compared to TOP 2050's population buildout forecast, which is likely to have a negligible effect on the market for good and services in region. Although the Proposed Project would have indirect growth-inducing effects, these effects would not create a significant impact on the environment. (Draft EIR pg. 10-3)

4. Would approval of this project involve some precedent-setting action that could encourage and facilitate other activities that could significantly affect the environment?

As identified above, the ORSC would require land use changes, including the redesignation and rezoning of the ORSC site for Open Space-Parkland/Open Space-Recreation and Hospitality/Convention Center. The Proposed Project also includes concurrent redesignation of the residential parcels in the Vineyard Corridor south of the ORSC site to achieve no net loss in housing units in accordance with SB 330 and SB 166. The ORSC site is primarily surrounded by agricultural uses that have been designated for future urban development under TOP as part of the City's vision to develop the master-planned Ontario Ranch community. TOP 2050 designates a majority of the undeveloped land surrounding the ORSC site as Low Density Residential. The ORSC would serve as a regional destination for sports-related activities and events; and therefore, could induce the development of more supporting commercial uses in the place of residential. However, these would require full environmental analysis of the impacts of such actions.

The ORSC does not propose changes to any of the City's building safety standards (i.e., building, grading, plumbing, mechanical, electrical, or fire codes) to implement this project. The ORSC would comply with all applicable City plans, policies, and ordinances to ensure that there are no conflicts with adopted land development regulations and that any environmental impacts are minimized. Therefore, the Proposed Project, in and of itself, would not be a precedent-setting action; however, the approval of a regional sports destination in Ontario Ranch could influence the development of additional supporting commercial uses in the area to serve the increased demand of visitors. Nonetheless, the impacts of subsequent similar actions would require environmental analysis and associated mitigation to ensure that such subsequent impacts would not significantly affect the environment. (Draft EIR pg. 10-4)

VI. FINDINGS ON RESPONSES TO COMMENTS ON THE DRAFT EIR AND REVISIONS TO THE FINAL EIR

The Final EIR contains response to comments, clarifications, revisions, and corrections to the Draft EIR. The focus of the response to comments is on the disposition of significant environmental issues as raised in the comments, as specified by State CEQA Guidelines Section 15088(b). The City provided written responses to each comment made by a public agency, as set forth in Section 2 of the Final EIR, pursuant to State CEQA Guidelines Section 15088(b), and revisions and corrections to the Draft EIR are found in Section 3 of the Final EIR.

City staff has reviewed this material and determined that none of this material constitutes the type of significant new information that requires recirculation of the Draft EIR for further public comment under CEQA Guidelines Section 15088.5. None of this new material indicates that the project will result in a significant new environmental impact not previously disclosed in the Draft EIR. Additionally, none of this material indicates that there would be a substantial increase in the severity of a previously identified environmental impact that will not be mitigated, or that there would be any of the other circumstances requiring recirculation described in Section 15088.5 of the CEQA Guidelines.

VII. STATEMENT OF OVERRIDING CONSIDERATIONS

CEQA requires decision makers to balance the benefits of the Proposed Project against its unavoidable environmental risks when determining whether to approve the project. If the benefits of the project outweigh the unavoidable adverse effects, those effects may be considered "acceptable" (State CEQA Guidelines Section 15093[a]). CEQA requires the agency to support, in writing, the specific reasons for considering a project acceptable when significant impacts are infeasible to mitigate. Such reasons must be based on substantial evidence in the FEIR or elsewhere in the administrative record (State CEQA Guidelines Section 15093 [b]). The agency's statement is referred to as a Statement of Overriding Considerations.

The following provides a description of the project's significant and unavoidable adverse impact and the justification for adopting a statement of overriding considerations.

A. SIGNIFICANT AND UNAVOIDABLE IMPACTS

Although most potential project impacts have been substantially avoided or mitigated, as described above, there remains seven project impacts for which complete mitigation is not feasible. The EIR identified the following significant unavoidable adverse impacts of the project, which would continue to be applicable upon implementation of the Proposed Project:

1. Agricultural Resources

- **Impact 5.2-1.** Conversion of agricultural-designated land to urban land uses is a significant and unavoidable impact. There are no feasible mitigation measures that would reduce the ORSC's significant impacts to agricultural resources to levels that would be less than significant. The ORSC would result in the direct loss of 53 acres of Prime Farmland. None of the mitigation measures considered by the City would feasibly be able to reduce the significant impacts to levels less than significant, and impacts would be ***significant and unavoidable***.

2. Air Quality

- **Impact 5.3-1.** The ORSC would generate emissions that exceed the South Coast AQMD operational regional significance thresholds; and thus, would contribute to existing or projected AAQS violations. Therefore, overall, the ORSC would be considered potentially inconsistent with the AQMP. No mitigation measures are applicable for inconsistency with the South Coast AQMD AQMP. Mitigation Measure AQ-2 would reduce operational emissions to the extent feasible; however, operational emissions would continue to exceed the South Coast AQMD significance thresholds due to vehicle emissions associated with operation of the ORSC site operations. Because the fuel efficiency and fuel type of vehicles used by future employees and visitors are not under the control of the ORSC, no feasible mitigation was identified to further reduce mobile-source emissions. Therefore, Impact 5.3-1 would remain ***significant and unavoidable***.

- **Impact 5.3-3.** Long-term operation of the ORSC would exceed the South Coast AQMD regional significance thresholds. Mitigation Measure TRAF-1 would be required to reduce VMT and include transportation demand management measures such as pedestrian and active transportation

improvements. Nonetheless, the vehicle fuel source, vehicle fuel efficiency, and travel mode for visitors are largely outside of the control of the ORSC. As such, no additional mitigation would be feasible to reduce vehicle-related emissions. To address VOC and CO emissions from area sources, Mitigation Measure AQ-2 would be required to ensure that all landscaping and property maintenance tools and equipment are electric powered and do not use fossil fuels. Additionally, Mitigation Measures GHG-1 through GHG-4 would reduce building energy use and would expand the use of electric vehicle charging onsite. Mitigation measures would reduce operational emissions to the extent feasible. However, long-term emissions would continue to exceed the South Coast AQMD's regional significance thresholds cumulatively contributing to air quality impacts in the SoCAB. Therefore, Impact 5.3-3 would remain ***significant and unavoidable***.

3. Greenhouse Gas Emissions

- **Impact 5.8-1.** The ORSC would generate a substantial increase in GHG emissions onsite. Mitigation Measure TRAF-1 requires implementation of transportation demand management (TDM) measures, such as pedestrian and active transportation improvements, to reduce VMT. Nonetheless, the vehicle fuel source, vehicle fuel efficiency, and travel mode for visitors are largely outside of the control of the ORSC. As such, no additional mitigation would be feasible to reduce vehicle-related emissions. The second-largest emission source, energy consumption, results from electricity use and the consumption of natural gas onsite. Therefore, Mitigation Measure GHG-1 is required to reduce all onsite natural gas consumption by requiring all uses that do not include commercial cooking appliances to be all electric, precluding the installation and use of gas-fired appliances. In addition, Mitigation Measure GHG-2 would be required to ensure that electricity is generated onsite from renewable sources to the extent feasible. The mitigation measures would reduce emissions to the extent feasible. However, the ORSC emissions would still exceed the no net increase GHG emissions threshold. Therefore, Impact 5.8-1 would be ***significant and unavoidable***.

- **Impact 5.8-2**. The ORSC would be potentially inconsistent with plans adopted for the purpose of reducing GHG emissions, including the California Air Resources Board's 2022 Scoping Plan, the Southern California Association of Governments' sustainable communities strategy, and the City's community climate action plan (CCAP). Implementation of Mitigation Measure GHG-4 would ensure that development projects on the ORSC site are consistent with the City's CCAP. Implementation of Mitigation Measures GHG-1 through GHG-3 and TRAF-1 would reduce impacts to the extent feasible. However, as discussed in Section 5.17, *Transportation*, the ORSC would continue to result in a substantial increase in total VMT in the City, would exceed the City's VMT threshold, and would potentially be inconsistent with the VMT reduction goals in the Scoping Plan and sustainable communities strategy. Therefore, Impact 5.8-2 would be ***significant and unavoidable***

4. Noise

- **Impact 5.13-2.** The ORSC would result in potentially significant long-term increase in noise levels associated with traffic noise and commercial noise. Mitigation Measures N-2 and N-3 would reduce commercial noise to less than significant noise levels. However, there are no feasible mitigation

measures to reduce traffic noise impacts of the ORSC. Therefore, Impact 5.13-2 would remain *significant and unavoidable*.

5. Transportation

- **Impact 5.17-2.** VMT would increase under the ORSC. Mitigation Measures TRAF-1 and TRAF-2 would reduce potential impacts for future development projects to the extent feasible. Future development in the Ontario Regional Sports Complex would need to consider TDM measures consistent with those identified in the Mobility Element. TDM techniques include incentives to use transit; incentives to form carpools rather than drive alone; and making home, work, and shopping closer together to shorten travel distances. In addition, Mitigation Measure TRAF-2 would reduce VMT during events. However, VMT impacts under the ORSC site would remain. Impact 5.17-2 would be *significant and unavoidable*.

B. PROJECT BENEFITS IN SUPPORT OF THE STATEMENT OF OVERRIDING CONSIDERATIONS

The following section describes the benefits of the Proposed Project that outweigh the project's unavoidable adverse effects and provides specific reasons for considering the project acceptable even though the FEIR has indicated that there will be seven significant project impacts despite mitigation measures being implemented for the Proposed Project. Accordingly, this Statement of Overriding Considerations regarding potentially significant adverse environmental impacts resulting from the Proposed Project, as set forth below, has been prepared. Pursuant to CEQA Guidelines Section 15093(c), the Statement of Overriding Considerations will be included in the record of the project approval and will also be noted in the Notice of Determination. Each of the benefits identified below provides a separate and independent basis for overriding the significant environmental effects of the Proposed Project.

Having reduced the potential effects of the Proposed Project through all feasible mitigation measures as described previously herein, and balancing the benefits of the Proposed Project against its potential unavoidable adverse impacts on agricultural resources, air quality, GHG emissions, noise, and transportation, the City finds that the following legal requirements and benefits of the Proposed Project individually and collectively outweigh the potentially significant unavoidable adverse impacts for the following reasons:

1. Implements the Objectives Established for the Proposed Project

The Proposed Project would implement the vision shaped by the following objectives:

- Support the community's vision for a "premier" city by providing the opportunity to incorporate comprehensive public facilities programing, including the development of a sports complex with associated mixture of uses.

- Consolidate City sports park operation.

- Expand recreational opportunities in support of youth and adult soccer, baseball, softball, basketball, and volleyball.

- Broaden sports programs to include aquatics, tennis and pickleball programs for youth and adults.
- Provide a high-quality stadium for a minor league sports team.
- Allow for safe, convenient transit access from the Stadium to OmniTrans bus stops on Riverside Drive.
- Prioritize development away from sensitive receptors.

2. Implements Specific Park and Recreational Goals and Policies of The Ontario Plan

The Ontario Plan (TOP) sets forth the goals, policies, and directions the City will take in managing its future. It is the blueprint for development and a guide to achieving the long-term, citywide vision. The ORSC would implement the following Park and Recreational policies of TOP:

- PR-1.1 Access to Parks. In all new residential development areas, we strive to provide a park and/or recreational facility within walking distance (¼ mile) of every residence and prioritize the establishment of parks in environmental justice areas that do not have adequate access to parks.
- PR-1.5 Acreage Standard. We strive to provide 5 acres of parkland (public and private) per 1,000 residents.
- PR-1.7 Special Needs/Universal Design. We attempt to provide recreational opportunities at parks for people of all ages and abilities.
- PR-1.12 Trails. We promote connections between parks and local trails including those managed by other public agencies.
- PR-1.15 Trail Connectivity. We strengthen and improve equestrian, bike, and multipurpose trail connections within the City and work to improve trail connections into adjacent jurisdictions.
- PR-2.1 Participation. We program park facilities to maximize utilization and participation, while considering park size, location, and population served.
- PR-2.3 Community Involvement. We involve the local community in planning programs for neighborhood and community park facilities.
- PR-2.4 Access to Programs. We provide a range of recreational and physical exercise programs that are accessible to residents of all income levels throughout the community and prioritize establishing and maintaining equitable access for residents in environmental justice areas.
- PR-2.5 Partnerships. We partner with local and regional agencies, nonprofit organizations, and the private sector to provide a comprehensive range of recreational programs.

3. Provides Infrastructure to Support the Project and Ontario Ranch

Development within the Ontario Ranch has been constrained by a lack of infrastructure. The Proposed Project includes the following infrastructure improvements in the vicinity of the ORSC:

- **Roadway Infrastructure**
  - **Riverside Drive: Vineyard Avenue to Cucamonga Channel (half-width improvements).** The ORSC site would require dedication and improvements to the south side of Riverside Drive to its ultimate ROW width of 104 feet.
  - **Ontario Avenue (full-width improvements).** The ORSC site would require construction of Ontario Avenue within the ORSC site to its ultimate ROW width and dedication of the frontage along Ontario Avenue.
  - **Vineyard Avenue: Riverside Drive to Chino Avenue (full-width improvements).** The ORSC site would require construction of the Vineyard Avenue extension south of Riverside Drive to Chino Avenue to its full-width ROW.
  - **Chino Avenue: Vineyard Avenue to Cucamonga Channel (full-width improvements).** The ORSC site would require construction of Chino Avenue along the southern boundary to its full-width ROW.

- **Sewer Infrastructure**
  - **Option 1.** Installation of sewer lines to the east and connection to Inland Empire Utility Agency pipe along Cucamonga Creek Flood Control Channel. This option would allow for sewer to be installed within existing ROW.
  - **Sewer Option 2, Offsite Improvement Area.** Installation of the sanitary sewer along Vineyard Avenue south to Eucalyptus Avenue via the existing ROW of Vineyard Avenue. This option would require new sewer lines to extend within the proposed Vineyard Avenue improved ROW to Chino Avenue, transition to trenching within the unimproved dedicated ROW south of Chino Avenue, connecting to the existing sewer line within the improved intersection at Eucalyptus Avenue. This proposed sewer line is anticipated to be between 12 and 20 inches in diameter and 10,578 feet of linear pipes from Chino Avenue to Eucalyptus Avenue.

- **Domestic Water.** The ORSC site would require installation of domestic water lines in Vineyard Avenue, Chino Avenue, and Ontario Avenue.

- **Recycled Water.** The ORSC site would include recycled water. The ORSC site would extend recycled water lines west along Riverside Drive and in Chino Avenue, connecting to Vineyard Avenue and Ontario Avenue.

- **Electricity.** The ORSC site may include relocation or undergrounding of several existing power lines. The ORSC site would require undergrounding of existing lines along Chino Avenue at the southern boundary, and existing power poles along Riverside Drive would be relocated.

- **Fiber Optic.** The ORSC site would also expand the City's fiber optic network, known as OntarioNet, to service the ORSC site. OntarioNet has an 864- and 432-strand fiber-optic backbone ring that includes spare conduits for future expansion. The fiber-optic backbone ring terminates at four key communications facilities in the city, each of which houses a 200+ gigabit per second (Gig) self-healing ring known as the "Core Network." The Core Network allows the City to offer a catalog of services known as the "Access Network," which provides 1 Gig to 10 Gig

internet services, local area network (LAN) extensions, and wireless or Wi-Fi services for the community and City operations.

Infrastructure provided by the Proposed Project would serve the project site and greater Ontario Ranch community.

4. Provides Higher-Paying Employment Opportunities and Economic Benefits

The ORSC site has historically been used for agricultural uses, specifically dairy farming. Agricultural uses in Ontario Ranch have been in decline as economic pressures have shifted such uses to the Central Valley and outside of California. The Proposed Project offers a timely opportunity to attract regional and neighborhood-serving amenities currently deficient in Ontario. There is strong inclination toward team sports and outdoor activities, particularly among younger generations, which underscores the promising potential for an outdoor sports complex. Soccer is the most popular sport, with more than 100,000 participants in the market area, followed by baseball with 63,000 participants. Ontario ranks sixth in spending on participant sports.[12] The stadium, sports park, community center, and commercial development provides an opportunity to capture sales tax revenue that could be used to improve public services and facilities. The Market Study conducted for the ORSC identified that the Proposed Project would have a positive economic impact and would result in job creation in Ontario.

5. Other Considerations

- Even without any growth in the City, which is not a realistic scenario, the significant impacts relating to air quality and GHG emissions will occur simply due to regional growth.
- Impacts relating to construction noise and vibration are temporary in nature.
- Impacts related to events (noise and traffic) are short term and do not occur on a daily basis.

C. Conclusion

The City Council hereby declares that, pursuant to the State CEQA Guidelines section 15093, the City Council has balanced the benefits of the Proposed Project against any unavoidable environmental impacts in determining whether to approve the Proposed Project. Pursuant to the State CEQA Guidelines, if the benefits of the Proposed Project outweigh the Proposed Project's unavoidable adverse environmental impacts, those impacts may be considered "acceptable."

Having reduced the adverse significant environmental effect of the Proposed Project to the extent feasible by adopting the Mitigation Measures contained in the EIR, the Mitigation Monitoring and Reporting Program (MMRP), and this Resolution; having considered the entire administrative record on the Proposed Project; and having weighed the benefits of the Proposed Project against its unavoidable adverse impact after mitigation, the City Council has determined that the social, economic and environmental benefits of the Proposed Project, described above, separately and individually

[12] Ontario. 2023, July, 31. Ontario Sports Park Market Study.

outweigh the Proposed Project's potential unavoidable adverse impacts and render those potential adverse environmental impacts acceptable.

VIII. MITIGATION MONITORING AND REPORTING PROGRAM

Pursuant to Public Resources Code section 21081.6, the City Council hereby adopts the Mitigation Monitoring and Reporting Program ("MMRP") attached as Exhibit "C." Implementation of the mitigation measures contained in the MMRP is hereby made a condition of approval of the Project. In the event of any inconsistencies between the mitigation measures set forth herein and the MMRP, the MMRP shall control.

IX. CERTIFICATION

The City Council finds that it has been presented with the EIR, which it has reviewed and considered, and further finds that the EIR is an accurate and objective statement that has been completed in full compliance with CEQA, the State CEQA Guidelines, and the City's Local CEQA Guidelines and that the EIR reflects the independent judgment and analysis of the City Council.

The City Council declares that no evidence of new significant impacts as defined by State CEQA Guidelines section 15088.5 has been received by the City Council after circulation of the Draft EIR which would require recirculation.

Therefore, the City Council hereby certifies the EIR based on the entirety of the record of proceedings.

June 2024| Mitigation Monitoring and Reporting Program
State Clearinghouse No. 2023110328

Ontario Regional Sports Complex

for City of Ontario

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PLACEWORKS

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1. Introduction

1.1 PURPOSE OF MITIGATION MONITORING AND REPORTING PROGRAM

This Mitigation Monitoring and Reporting Program (MMRP) has been developed to provide a vehicle by which to monitor mitigation measures and conditions of approval outlined in the Draft Environmental Impact Report (Draft EIR), State Clearinghouse No. 2023110328 for the Ontario Regional Sports Complex (ORSC) and associated off-site sewer improvements and land use changes (together referred to as the Proposed Project). The MMRP has been prepared in conformance with Section 21081.6 of the Public Resources Code and City of Ontario Monitoring Requirements. Section 21081.6 states:

> (a) When making findings required by paragraph (1) of subdivision (a) of Section 21081 or when adopting a mitigated negative declaration pursuant to paragraph (2) of subdivision (c) of Section 21080, the following requirements shall apply:
>
> (1) The public agency shall adopt a reporting or monitoring program for the changes made to the project or conditions of project approval, adopted in order to mitigate or avoid significant effects on the environment. The reporting or monitoring program shall be designed to ensure compliance during project implementation. For those changes which have been required or incorporated into the project at the request of a responsible agency or a public agency having jurisdiction by law over natural resources affected by the project, that agency shall, if so requested by the lead or responsible agency, prepare and submit a proposed reporting or monitoring program.
>
> (2) The lead agency shall specify the location and custodian of the documents or other material which constitute the record of proceedings upon which its decision is based.

1.2 PROJECT LOCATION

The ORSC site is in the southern portion of Ontario, which is known as the Ontario Ranch. The ORSC site is on the southeast corner of Vineyard Avenue and Riverside Drive in the Armstrong Ranch Specific Plan area. The ORSC site is bounded to the north by Riverside Drive, to the south by Chino Avenue, to the west by the unimproved right-of-way for Vineyard Avenue, and to the east by the Cucamonga Creek Flood Control Channel. Much of the ORSC site is presently vacant and was primarily used for agricultural purposes, including the raising of livestock and dairy farming. Other land uses on the ORSC site include a nursery east of Ontario Avenue. Vineyard Avenue currently terminates at Riverside Drive.

1.3 PROJECT DESCRIPTION

The Ontario Regional Sports Complex (ORSC) would allow for development of a variety of recreational opportunities on an approximately 199-gross-acre site (ORSC site) in the City of Ontario. This includes a semi-professional Minor League Baseball stadium, retail, and hospitality area in addition to a new City recreation center and aquatics center surrounded by a variety of baseball/softball, soccer, and multiuse fields. Development on the ORSC site would require installation of a sewer line in the Vineyard Avenue right-of-way (Offsite Improvement Area). The ORSC also requires a concurrent General Plan Amendment and Rezoning (GPA and Rezone) to offset the potential loss in residential capacity in The Ontario Plan (TOP) of 1,471 units from the ORSC site when it is redesignated and rezoned to accommodate the uses of the ORSC. To offset this loss, 94 acres along the Vineyard Corridor south of the ORSC site would be assigned a more intense land use designation, changing from Low Density Residential (LDR) to Medium Density Residential (MDR) to comply with Senate Bill (SB) 330 and SB 166. The development on the ORSC site and Offsite Improvement Area and concurrent GPA and Rezone are referred to as the Proposed Project.

The ORSC site is in the southern portion of Ontario, which is known as the Ontario Ranch. The ORSC site is on the southeast corner of Vineyard Avenue and Riverside Drive in the Armstrong Ranch Specific Plan area. The ORSC site is bounded to the north by Riverside Drive, to the south by Chino Avenue, to the west by the unimproved right-of-way for Vineyard Avenue, and to the east by the Cucamonga Creek Flood Control Channel. Much of the ORSC site is presently vacant and was primarily used for agricultural purposes, including the raising of livestock and dairy farming. Other land uses on the ORSC site include a nursery east of Ontario Avenue. Vineyard Avenue currently terminates at Riverside Drive.

Ontario Regional Sports Complex

The ORSC would provide a variety of experiences, including a 6,000-capacity, semipro, Minor League Baseball stadium with supportive retail/hospitality uses and a new city regional park and community recreation facilities, including a new recreational center; aquatics center; and baseball, softball, and soccer fields. The land use plan under the ORSC comprises seven planning areas (PA)—Baseball Stadium (PA 1); Commercial Retail (PA 2); Baseball Stadium Retail-Hospitality (PA 3); Baseball Stadium Retail-Hospitality South (PA 4); City Park–Active Fields (PA 5); City Park–Indoor Athletic Facility (PA 6); and Community Recreation Center (PA 7). The amenities are shown in Table 1, *Ontario Regional Sport Complex Amenities Summary*. As shown in Table 1, the ORSC would result in 540,750 square feet of commercial building space, 450,000 square feet of stadium space (110,000 square feet of conditioned space and 340,000 square feet of unconditioned space), and 272,000 square feet of parking structures.

Table 1 Ontario Regional Sport Complex Amenities Summary

Land Use	Acres	Building Square Feet			Number of Amenities
		Commercial	Parking	Stadium	
PA 1 BASEBALL STADIUM	**16.01**	**—**	**185,000**	**450,000**	**6,000-Seat Capacity 1,600 Parking Spaces**
Baseball Field Facility	11.33	—	—	—	6,000-Seat Capacity
Conditioned Space	—	—	—	110,000	—
Unconditioned Space	—	—	—	340,000	—
Parking Structure A (3-stories)	4.68	—	185,000	—	1,600 Parking Spaces
PA 2 COMMERCIAL RETAIL	**19.62**	**45,000**	**—**	**—**	**1,500 Parking Spaces**
Retail/Commercial, East	5.06	45,000	—	—	—
Surface Parking, East	14.56	—	—	—	1,500 Parking Spaces
PA 3 BASEBALL STADIUM RETAIL Stadium Retail and Hospitality	**4.58**	**91,000**	**—**	**—**	**100 Rooms**
Retail/Commercial	2.17	21,000	—	—	—
Hotel	2.41	70,000	—	—	100 Rooms
PA 4 BASEBALL STADIUM RETAIL and Hospitality South	**8.54**	**114,000**	**—**	**—**	**250 Parking Spaces**
Retail/Commercial	6.54	114,000	—	—	—
Surface Parking, South	2.00	—	—	—	250 Parking Spaces
PA 5 CITY PARK, Active Fields	**110.90**	**23,300**		**—**	**2,000 Parking Spaces**
Multipurpose Fields (Soccer/Football)	41.13	—	—	—	13 Fields
Multiuse Fields (Baseball/Softball/Little League)	45.11	—	—	—	8 Fields
Park	10.87	23,300	—	—	—
Parking Structure B (4 stories)	3.59	—	87,000	—	1,000 Parking Spaces
Surface Parking, South	10.2	—	—	—	1,000 Parking Spaces
PA 6 CITY PARK, Indoor Athletic Facility	**7.58**	**159,450**	**—**	**—**	**388 Parking Spaces**
Indoor Athletic Facility	4.46	159,450	—	—	16 max. Courts
Surface Parking	3.12	—	—	—	388 Parking Spaces
PA 7 COMMUNITY RECREATION CENTER	**15.68**	**108,000**	**—**	**—**	**525 Parking Spaces**
Community Center/ Admin Building	3.46	70,000	—	—	—
Activity Area	8.05	38,000	—		1 Field/8 Courts
Recreation Surface Parking	4.17	—	—	—	525 Parking Spaces
Right-of-Way	*16.10*	—	—	—	**—**
TOTAL	**199.01**	**540,750**	**272,000**	**450,000**	**6,000-Seat Capacity 100 Rooms 6,263 Parking Spaces**

1. Introduction

The Ontario Plan (TOP) Land Use Amendments and Zone Changes

The Land Use Element of the Policy Plan establishes two land use designations in the ORSC site, Low-Density Residential and Medium Density Residential. The Proposed Project would require changing the existing land use and zoning to allow for recreational facilities and regional-serving entertainment, retail, and service uses, including hotels/motels, and restaurants. The Proposed Project would:

- Convert 134.42 acres of Low Density Residential (LDR) and Medium Density Residential (MDR) to Open Space-Parkland (OS-R).
- Convert 51.57 acres of Low Density Residential (LDR) to Hospitality (HOS) for a baseball stadium, ancillary/supportive retail, and lodging uses.

Approval of the ORSC would also rescind the Armstrong Ranch Specific Plan and rezone the ORSC site with traditional zoning designations (see Table 2, *Proposed Land Use Designations*).

Table 2 Proposed Land Use Designations

Land Use	Zoning	Acres
Ontario Regional Sports Park Complex (On-Site Land Use Changes)		
Hospitality (HOS)	Convention Center Support Retail (CCS)	51.57
Open Space–Parkland (OS-R)	Open Space–Recreation	134.42
Right-of-Way (ROW)[1]		13.01
Proposed Project (On-Site) Total		**199.00**
Off-Site Land Use Changes (Senate Bills 330 and 166 Compliance)		
Medium-Density Residential (MDR)	No proposed zoning change SP/AG (Specific Plan)	74.75
Medium-Density Residential (MDR)	SP/AG/AH (Specific Plan with Affordable Housing Overlay)	19.25
Senate Bill 330 (Off-Site) Total		**94.00**

Notes: SP = Specific Plan, AG = Agricultural, AH = Affordable Housing
[1] ROW is consistent with TOP 2050 estimates; it is not based on Table 1.

Because the ORSC would replace areas planned for residential use with nonresidential uses, the loss in residential capacity must be offset by increasing the residential capacity by an equal amount elsewhere in the city to comply with SB 330, which mandates no net loss of residential capacity citywide, and SB 166, which mandates that a jurisdiction maintain an inventory of sites suitable to fulfill its low and very low Regional Housing Needs Assessment obligation at all times.

TOP 2050 planned for a total of 1,471 units in the areas designated LDR and MDR in the ORSC site. To offset this loss, 94 acres along the Vineyard Corridor, south of the ORSC site, would be assigned a more intense land use designation, changing from LDR to MDR. The current land use designation in the Vineyard Corridor, LDR, allowed up to 424 units under TOP 2050. Because of SB 330, the combined capacity for the ORSC site

and the Vineyard Corridor parcels must be maintained, meaning the Vineyard Corridor parcels must support a minimum capacity of 1,895 units (1,471 units to offset the Proposed Project plus 424 units to account for the existing capacity on the parcels where growth potential would be reallocated). To achieve this, the Proposed Project requires a general plan amendment designating the Vineyard Corridor parcels (94 acres) as MDR instead of LDR, creating capacity for 2,075 units, 180 units more than required to comply with SB 330.

SB 166 requires that the 194 affordable units that were allocated to the ORSC site must be reallocated to other suitable sites in the city. To comply with this requirement, two of the parcels in the Vineyard Corridor (19.25 of 94.00 acres) that were identified to accept the units reallocated from the ORSC site for SB 330 compliance would be added to the Housing Element's sites inventory; their Assessor's Parcel Numbers are 218-18-102 and 218-18-115.

1.4 ENVIRONMENTAL IMPACTS

1.4.1 Impacts Considered No Impact or Less Than Significant

The EIR identified various thresholds from the CEQA Guidelines among a number of environmental categories that would not be significantly impacts by the proposed project in Chapter 5, *Environmental Analysis*, and therefore, did not require mitigation. Impacts to the following environmental resources were found to be less than significant or no impact:

- Aesthetics
- Energy
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Population and Housing
- Public Services
- Recreation
- Utilities and Service Systems

1.4.2 Potentially Significant Adverse Impacts That Can Be Mitigated, Avoided, or Substantially Lessened

The EIR concluded that the proposed project could result in one or more potentially significant impacts in the following topic areas:

- Air Quality (Regional Construction Emissions, Construction Health Risk)
- Biological Resources (Sensitive Habitat/Species, Wildlife Movement)
- Cultural Resources (Archeological Resources)
- Geology and Soils (Paleontological Resources)
- Hazards and Hazardous Materials (Release of Hazardous Materials, Emergency Responder/Evacuation Plan)

- Noise (Construction Noise)
- Transportation (Emergency Responder/Evacuation Plan)
- Tribal Cultural Resources
- Wildfire (Emergency Responder/Evacuation Plan)

However, the EIR also found that these impacts would be reduced, avoided, or substantially lessened through the implementation of mitigation measures, which are listed in Table 3, *Mitigation Monitoring Requirements*.

1.4.3 Unavoidable Significant Adverse Impacts

The following impact would remain significant and unavoidable after implementation of required mitigation, as identified in the EIR:

- Agriculture and Forestry Resources (Loss of Prime Farmland)
- Air Quality (AQMP Consistency, Regional Operation Emissions)
- Greenhouse Gas Emissions
- Noise (Traffic Noise)
- Transportation (Vehicle Miles Traveled)

2. Mitigation Monitoring Requirements

2.1 CATEGORIZED MITIGATION MEASURES/MATRIX

Project-specific mitigation measures (MM) have been categorized in matrix format, as shown in Table 3, *Mitigation Monitoring Requirements*. The matrix identifies the environmental factor, specific mitigation measures, schedule, and responsible monitor. The mitigation matrix will serve as the basis for scheduling the implementation of, and compliance with, all mitigation measures.

2. Mitigation Monitoring Requirements

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Table 3 Mitigation Monitoring Requirements

Mitigation Measure		Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
AESTHETICS					
No Mitigation Measures are necessary.					
AGRICULTURAL AND FORESTRY RESOURCES					
No Mitigation Measures would feasibly be able to reduce the significant impacts to levels less than significant.					
AIR QUALITY					

AQ-1	The City of Ontario shall require the construction contractor to incorporate the following to reduce air pollutant emissions during construction activities:
	• Use construction equipment rated by the United States Environmental Protection Agency as having Tier 4 (model year 2015 or newer) Final or stricter emission limits for all off-road construction equipment. If Tier 4 Final equipment is not commercially available for a specific piece of equipment, the applicant shall provide documentation (e.g., rental inventory requests), to the City's satisfaction, or otherwise demonstrate its unavailability to the City of Ontario prior to the issuance of any construction permits and replacement equipment used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by the California Air Resources Board regulations.
	  • If Tier 4 Final equipment is not available, the construction contractor(s) and subcontractor(s) affected shall use Tier 4 Interim equipment.
	  • If Tier 4 Interim equipment is not available, the construction contractor(s) and subcontractor(s) affected shall use then Tier 3 equipment outfitted with a level 3 diesel particulate filter.
	  • For purposes of this mitigation measure, "commercially available" shall mean the availability of Tier 4 engines similar to the availability for other large-scale construction projects in the City occurring at the same time and taking
		City of Ontario Planning Department and Construction Contractor	Prior to the start of construction and during construction	City of Ontario Planning/Building Department	

2. Mitigation Monitoring Requirements

Table 3 Mitigation Monitoring Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)

	into consideration factors such as (i) potential significant delays to critical-path timing of construction and (ii) geographic proximity to the project site of Tier 4 equipment.
	• During construction, the construction contractor shall maintain a list of all operating equipment in use on the construction site for verification by the City of Ontario. The construction equipment list shall state the makes, models, Equipment Identification Numbers, Engine Family Numbers, and number of construction equipment onsite.
	• Use paints with a VOC content that meets the South Coast Air Quality Management District Super Compliant architectural coatings standard of 10 grams per liter (g/L) or less (i.e.,) for coating architectural surfaces.
	• Comply with South Coast Air Quality Management District Rule 403, including the following measures:
	  • Provide National Institute for Occupational Safety and Health (NIOSH)-approved respirators for workers with a prior history of Valley Fever.
	  • Half-face respirators equipped with a minimum N-95 protection factor for use during worker collocation with surface disturbance activities. Half-face respirators equipped with N-100 or P-100 filters should be used during digging activities. Employees should wear respirators when working near earth-moving machinery.
	  • Post warnings onsite and consider limiting access to visitors, especially those without adequate training and respiratory protection.
	These identified measures shall be incorporated into all appropriate construction documents (e.g., construction management plans) submitted to and verified by the City.				

Table 3 Mitigation Monitoring Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
AQ-2	All landscaping equipment (e.g., leaf blower) used for property management shall be electric powered only. The property manager/facility owner shall provide documentation (e.g., purchase, rental, and/or services agreement) to the City of Ontario Planning Department to verify to the City's satisfaction that all landscaping equipment utilized will be electric powered.	City of Ontario Planning and Property Manager/Facility Owner	During project operation	City of Ontario Planning/Building Department	
See Mitigation Measures TRAF-1, TRAF-2, and GHG-1 through GHG-4.					
BIOLOGICAL RESOURCES					
BIO-1	**Worker Environmental Awareness Program and Biological Monitor:** Prior to the start of construction of the ORSC site or sewer line within the Offsite Improvement Area, a Worker Environmental Awareness Program (WEAP) shall be developed by the City or the City's consultant. A qualified biologist with experience with the sensitive biological resources in the region shall present the WEAP to all personnel working in the ORSC site and Offsite Improvement Area (either temporarily or permanently) prior to the start of project activities. The WEAP may be videotaped and used to train newly hired workers or those not present for the initial WEAP. The WEAP could include but shall not be limited to discussions of the sensitive biological resources associated with the ORSC, project-specific measures to avoid or eliminate impacts to these resources, consequences for not complying with project permits and agreements, and contact information for the lead biologist. Logs of personnel who have taken the training shall be kept on the site at the construction or project office. In addition to a WEAP, a qualified biologist (biological monitor) with experience monitoring for and identifying sensitive biological resources known to occur in the area shall be present during initial ground-disturbing activities related to the ORSC and Offsite Improvement Area (including fence installation and vegetation removal activities). As required by project permits, the qualifications of a biological monitor may need to be submitted to appropriate wildlife agencies for approval based on the resources the biologist will be monitoring. Biological monitoring duties shall include, but are not limited to, conducting worker education training, verifying	City of Ontario and Qualified Biologist	Prior to the start of construction at the ORSC site or Offsite Improvement Area	City of Ontario Planning Department	

2. Mitigation Monitoring Requirements

Table 3 Mitigation Monitoring Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	compliance with project permits, and ensuring construction activities stay within designated work areas. The biological monitor shall have the right to halt all activities in an affected area if a special- status species is identified in a work area and is in danger of injury or mortality. If work is halted by the biological monitor, work shall proceed only after the hazards to the individual is removed and there is no longer a risk to the individual, or the individual has been moved from harm's way in accordance with the project's permits and/or management/translocation plans. The biological monitor shall take representative photographs of the daily activities and shall also maintain a daily log that documents general project activities and compliance with the project's permit conditions. Non-compliance shall also be documented in the daily log, including any measures that were implemented to rectify the issue.				
BIO-2	**Rare Plant Survey:** A rare plant survey shall be conducted within suitable habitat during the appropriate blooming period for the lucky morning-glory (March through September) and smooth tarplant (April through September). The survey shall be conducted by a botanist or qualified biologist in accordance with the USFWS Guidelines for Conducting and Reporting Botanical Inventories for Federally Listed, Proposed, and Candidate Plants; the CDFW Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Natural Communities; and the CNPS Botanical Survey Guidelines of the CNPS. One survey shall be conducted during a time of the year that overlaps with all blooming periods (April through September). If these species are observed during the rare plant survey, individual plants or populations shall be marked with GPS for mapping purposes. If any of these special-status plant species are detected in the ORSC site and Offsite Improvement Area and impacts to these species are unavoidable and impacts would result in deleterious effects to the regional population of the species, the City shall consult with CDFW to develop a mitigation plan or additional avoidance and minimization measures to ensure impacts to these plant species are minimized to the maximum extent practicable. Examples of measures	City of Ontario Planning Department and Qualified Biologist/Botanist	Prior to the start of ground-disturbing activities from March through September	City of Ontario Planning Department	

Table 3 Mitigation Monitoring Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	that may be implemented after consultation with CDFW include establishing a no-disturbance buffer around locations of individuals or a population, or additional monitoring requirements during construction of the ORSC and Offsite Improvement Area.				
BIO-3	**Burrowing Owl Management Plan:** A live burrowing owl was documented in the ORSC site and Offsite Improvement Area during a biological survey conducted in September 2023, at which time the individual could have been migrating, arriving for the winter, or late in leaving its summer breeding grounds. Additionally, suitable burrowing owl habitat is present throughout the ORSC site and Offsite Improvement Area. In order to offset potential project-related impacts to burrowing owl and its habitat a Burrowing Owl Management Plan (BOMP) shall be developed by a qualified Project biologist who has at least three (3) years of experience working with and/or managing burrowing owls on project sites. The BOMP shall outline project-specific protection measures that are in accordance with CDFW's Staff Report on Burrowing Owl Mitigation (Staff Report; CDFG 2012). The BOMP shall also identify protection measures to be implemented should the species be found on the ORSC site or Offsite Improvement Areas at any time of the year (i.e., migration periods, breeding/summer, and wintering). The BOMP shall outline specific pre-construction survey methods and timing in accordance with the Staff Report and shall include instruction on survey requirements should there be a lapse in construction or project activities. The BOMP shall include project activities before which pre-construction survey requirements shall be required (such as grading, vegetation removal, and fence installation). Mitigation methods outlined in the BOMP shall include, but not be limited to, establishment of no-disturbance buffers around potential or occupied burrowing owl burrows, additional biological monitoring requirements during project activities, and passive relocation during the burrowing owl non-breeding season (September 1 through January 31, annually). Regular reporting timeframes and requirements for communication with CDFW shall also be clearly outlined in the BOMP. The BOMP	City of Ontario Planning Department and Qualified Biologist with at least 3 years of experience working with and/or managing burrowing owls on project site.	Prior to the start of ground-disturbing activities	City of Ontario Planning Department	

2. Mitigation Monitoring Requirements

Table 3 Mitigation Monitoring Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	shall be submitted to CDFW for review and subject to CDFW approval prior to the start of Project ground-disturbing activities. Additionally, the City of Ontario shall continue to carry out the requirements of its Memorandum of Agreement (MOA) with IERCD (dated November 21, 2023) to mitigate the loss of suitable burrowing owl habitat resulting from the Project. The MOA outlines the collection of Habitat Mitigation Fees by the City of Ontario that will be managed by a Land Trust for the acquisition, restoration, rehabilitation, and maintenance of lands selected by the Land Trust to have long-term conservation value for burrowing owl.				
BIO-4	**Preconstruction Surveys for Crotch Bumble Bee:** If the Crotch bumble bee is no longer a Candidate or formally listed species under the California ESA at the time ground-disturbing activities occur, then no additional protection measures are proposed for the species. If the Crotch bumble bee is legally protected under the California ESA as a Candidate or Listed species at the time ground-disturbing activities are scheduled to begin, preconstruction surveys shall be conducted in accordance with CDFW's Survey Considerations for California ESA Candidate Bumble Bee the season immediately prior to project-related ground disturbing activities (including but not limited to vegetation clearing, fence installation, and grading). A minimum of three Crotch bumble bee preconstruction surveys shall be conducted at two- to four-week intervals during the colony active period (April through August) when Crotch bumble bees are most likely to be detected. Nonlethal, photo voucher surveys shall be completed by a biologist who holds a Memorandum of Understanding to capture and handle Crotch bumble bee (if nesting and chilling protocol is to be utilized) or by a CDFW-approved biologist experienced in identifying native bumble bee species (if surveys are restricted to visual surveys that will provide high-resolution photo documentation for species verification). The surveyor shall walk through all areas of suitable habitat focusing on areas with floral resources. Surveys shall be completed at a minimum of one person-hour of searching per three acres of suitable habitat during suitable weather conditions (sustained winds less than 8 mph, mostly sunny to full sun,	City of Ontario and Qualified Biologist	Prior to the start of ground-disturbing activities if the Crotch bumble bee is legally protected under the California ESA as a Candidate or Listed species at the time ground-disturbing activities are scheduled to begin	City of Ontario Planning Department	

Table 3 Mitigation Monitoring Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	temperatures between 65 and 90ºF) at an appropriate time of day for detection (at least an hour after sunrise and at least two hours before sunset, though ideally between 9:00 a.m. and 1:00 p.m.) If Crotch bumble bees are detected, CDFW shall be notified by the designated biologist as further coordination may be required to avoid or mitigate certain impacts. At a minimum, two nesting surveys shall be conducted with focus on detecting active nesting colonies within one week and 24 hours immediately prior to ground disturbing activities that are scheduled to occur during the flight season (February through October). If an active Crotch bumble bee nest is detected, an appropriate no disturbance buffer zone (including foraging resources and flight corridors essential for supporting the colony) shall be established around the nest to reduce the risk of disturbance or accidental take and the designated biologist shall coordinate with CDFW to determine if an Incidental Take Permit under Section 2081 of the California ESA will be required. Nest avoidance buffers may be removed at the completion of the flight season and/or once the qualified biologist deems the nesting colony is no longer active and CDFW has provided concurrence of that determination. If no nests are found but the species is present, a full-time qualified biological monitor shall be present during vegetation or ground-disturbing activities that are scheduled to occur during the queen flight period (February through March), colony active period (March through September), and/or gyne flight period (September through October). Because bumble bees move nest sites each year, two preconstruction nesting surveys shall be required during each subsequent year of construction, regardless of the previous year's findings, whenever vegetation and ground-disturbing activities are scheduled to occur during the flight season if nesting and foraging habitat is still present or has re-established.				
BIO-5	**Bat Management Plan:** A Bat Management Plan shall be prepared by a qualified bat biologist no less than one year prior to the commencement of project-related activities (including, but not limited to, structure removal or demolition, tree removal, grading, and	City of Ontario and Qualified Bat Biologist	No less than one year prior to the start of ground-disturbing activities	City of Ontario Planning Department	

2. Mitigation Monitoring Requirements

Table 3 Mitigation Monitoring Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	vegetation removal) that shall include specific avoidance and minimization measures to reduce impacts to roosting bats. The project-specific Bat Management Plan may include any of the following as necessary and appropriate: additional habitat assessments of inaccessible areas that would be directly or indirectly impacted during Project activities, emergence and/or acoustic surveys for bats during the maternity season (April 1 through August 31) to assess the potential for bat maternity roosts in the ORSC site and Offsite Improvement Area, and preconstruction surveys for roosting bats including acoustic monitoring. The Bat Management Plan shall also include recommendations to minimize impacts to roosting bats, including the implementation of no-disturbance buffers, tree- and cliff-swallow nest removal protocols, passive exclusion of bats outside of the maternity and hibernation seasons (if impacts are unavoidable), and/or species-specific replacement alternative roosting habitat.				
BIO-6	**Tree Avoidance and Removal Process.** If trees are scheduled to be removed (e.g., relocating/modified (i.e., trimming) that were determined to be suitable for bat roosting, these activities shall be scheduled during one of the seasonal periods of bat activity listed below, and when evening temperatures are not below 45ºF and rain is not over 0.5 inch in 24 hours: • September 1 to October 31 (preferred): This is after the maternity season but prior to winter torpor. • February 15 to March 31: After winter torpor but prior to the start of the maternity season. 1. If trees with suitable bat roosting habitat are scheduled for removal or relocation outside of the maternity season, tree removal during the time periods and weather parameters described above using the two-step method shall be conducted: a. Prior to the two-step method, as much as feasible, vegetation and trees within the area that are not suitable for roosting bats shall be removed first to provide a	City of Ontario, Qualified Bat Biologist, and Construction Contractor	Prior to ground-disturbing-activities between September 1 and October 31 or February 15 and March 31, if trees are scheduled to be removed	City of Ontario Planning Department	

Table 3 Mitigation Monitoring Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	disturbance that might reduce the likelihood of bats using the habitat. b. Two-step tree removal shall occur over two consecutive days under the supervision of a qualified bat biologist. On Day 1, small branches and small limbs containing no cavity, crevice or exfoliating bark habitat on habitat trees (or outer fronds in the case of palm trees), as identified by a qualified bat biologist are removed first, using chainsaws only (i.e., no dozers, backhoes). The following day (Day 2), the remainder of the tree is to be felled/removed. (The intention of this method is to disturb the tree with noise and vibration and branch removal on Day 1. This should cause any potentially present day-roosting bats to abandon the roost tree after they emerge for nighttime foraging. Removing the tree quickly the next consecutive day should avoid reoccupation of the tree by bats). 2. If tree removal/modification must occur during the maternity season (April 1 to August 31), a qualified bat biologist shall conduct a focused emergence survey(s) of the tree(s) within 48 hours of scheduled work. If a maternity roost is located, whether solitary or colonial, that roost shall remain undisturbed until after the maternity season or until a qualified biological monitor has determined the roost is no longer active.				
BIO-7	**Delhi Sands Flower-Loving Fly Habitat Suitability Assessment:** Prior to the start of ground-disturbing activities (including vegetation removal and fence installation activities), a habitat assessment shall be performed within the ORSC site and Offsite Improvement Area and adjacent areas by a USFWS-permitted biologist with a 10(a)(1)(A) permit to conduct surveys for Delhi sands flower-loving fly and with extensive knowledge of the species. The purpose of the habitat assessment will be to determine the presence of suitable habitat for the species in the ORSC site and Offsite Improvement Area and adjacent areas as well as ascertain the potential for the species to occur on or adjacent to the ORSC site and Offsite Improvement Area. The habitat assessment shall include a site	City of Ontario and USFWS-Permitted Biologist with a 10(a)(1)(A) permit to conduct surveys for Delhi sands flower-loving fly	Prior to ground-disturbing activities	City of Ontario Planning Department	

2. Mitigation Monitoring Requirements

Table 3 Mitigation Monitoring Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	walkover, a check of adjacent empty lots for comparison of habitat quality to the ORSC site and Offsite Improvement Area, photographs to document the site conditions, and characterizing the type and quality of the habitats within the ORSC site and Offsite Improvement Area with respect to Delhi sands flower-loving fly. At the conclusion of the habitat assessment, a brief report of findings as well as recommendations on whether focused surveys must be conducted shall be prepared by the USFWS-permitted biologist. The report shall also include any additional project-specific avoidance, minimization, and mitigation measure recommendations for the species. The City shall follow the recommendations identified in the report of findings. If Delhi sands flower-loving fly is present in the ORSC site and Offsite Improvement Area and impacts to the species are unavoidable, then the City must initiate consultation with USFWS under either Section 7 or 10 of the federal ESA. If suitable habitat is identified in the ORSC site and Offsite Improvement Area, then the City of Ontario will continue to carry out the requirements of its MOA with IERCD to mitigate for loss of Delhi Sands flower-loving fly habitat. This MOA outlines the collection of Habitat Mitigation Fees by the City of Ontario that will be managed by a Land Trust for the acquisition, restoration, rehabilitation, and maintenance of lands selected by the Land Trust to have long-term conservation value for species such as Delhi Sands flower-loving fly. Up to 25-percent of the total Mitigation Fee collected may be used for the recovery of the Delhi Sands flower-loving fly.				
BIO-8	**Preconstruction Survey for Nesting Birds:** If construction or other project activities are scheduled to occur during the nesting bird and raptor season (generally February 1 through August 31), a preconstruction nesting bird and raptor survey shall be conducted by a qualified avian biologist to ensure that active bird nests will not be disturbed or destroyed. The survey shall be completed no more than three days prior to initial ground disturbance. The nesting bird survey shall include the ORSC site and Offsite Improvement Area and adjacent areas where Project activities have the potential to affect	City of Ontario and Qualified Avian Biologist	No more than three days prior to ground-disturbing activities	City of Ontario Planning Department	

Table 3 Mitigation Monitoring Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	active nests, either directly or indirectly, due to construction activity, noise, human activity, or ground disturbance. If an active nest is identified, a qualified avian biologist shall establish an appropriately sized nondisturbance buffer around the nest using flagging or staking. Construction activities shall not occur within any non-disturbance buffer zones until the nest is deemed inactive by the qualified avian biologist. If initial ground-disturbing activities are scheduled during the nesting bird season, then a biological monitor shall be present during all vegetation removal activities to ensure no impacts to nesting birds occur.				
BIO-9	**Biological Resources Best Management Practices:** The construction contractor(s) shall implement the following construction best management practices during ground disturbing activities: • To prevent encroachment into areas immediately adjacent to the Cucamonga Creek Flood Control Channel, temporary fencing should be installed along the eastern perimeter of the ORSC site. • Confine all work activities to a predetermined work area. • To prevent inadvertent entrapment of wildlife during the construction phase of the ORSC, all excavated, steep-walled holes or trenches more than two feet deep shall be covered at the close of each working day by plywood or similar materials. If the trenches cannot be closed, one or more escape ramps constructed of earthen fill or wooden planks shall be installed. Before such holes or trenches are filled, they should be thoroughly inspected for trapped animals. • Wildlife are often attracted to burrow- or den-like structures such as pipes and may enter stored pipes and become trapped or injured. To prevent wildlife use of these structures, construction pipes, culverts, or similar structures with a diameter of four inches or greater shall be capped while stored onsite.	City of Ontario and Construction Contractor	During ground-disturbing activities	City of Ontario Planning Department	

2. Mitigation Monitoring Requirements

Table 3 Mitigation Monitoring Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	• Food-related trash items such as wrappers, cans, bottles, and food scraps shall be disposed of in securely closed containers and removed at least once a week from the construction site. • Use of rodenticides and herbicides on the ORSC site shall be implemented in a manner that reduces the potential for primary or secondary poisoning of non-target species. This is necessary to prevent poisoning of non-target species, including special-status species, and the depletion of prey populations on which they depend. Use of such compounds shall observe label and other restrictions mandated by the USEPA, California Department of Food and Agriculture, and other state and federal legislation. If rodent control must be conducted, zinc phosphide shall be used because it has a proven lower risk to predatory wildlife.				
CULTURAL					
CUL-1	Prior to the start of construction, the Project Proponent shall retain a qualified professional archaeologist to monitor all ground-disturbing activities associated with construction of the ORSC site and Offsite Improvement Area. Monitoring is not required for placement of equipment or fill inside excavations that were monitored, above-ground construction activities, or redistribution of soils that were previously monitored (such as the return of stockpiles to use in backfilling). The Monitoring Archaeologist shall meet or work under the direct supervision of someone meeting the Secretary of the Interior's professional qualifications standards for prehistoric and historic archaeology. The archaeologist shall be present at a pre-grading meeting(s), establish procedures for archeological resource monitoring during grading and construction, and establish, in conjunction with the City, procedures to temporarily halt or redirect all work to allow the sampling, identification, and evaluation of all resources as that are encountered by the archaeologist. If archeological features are discovered, the archeologist shall report such findings to the Ontario Planning Director. If the archeological resources are found to be significant, the archeologist shall determine the appropriate actions, in conjunction with the City, that	City of Ontario and Qualified Professional Archaeologist	Prior to start of construction	City of Ontario Planning/Building Department	

Table 3 Mitigation Monitoring Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	shall be taken for exploration and/or salvage in compliance with CEQA standards.				
ENERGY					
No Mitigation Measures are necessary.					
GEOLOGY AND SOILS					
GS-1	Prior to grading, a Paleontological Resources Mitigation and Monitoring Plan (PRMMP) shall be prepared by a Qualified Paleontologist meeting the standards of Society of Vertebrate Paleontology (2010). The PRMMP shall discuss the laws and regulations for the protection of paleontological resources, the significance of fossils, and protocol to follow in case a discovery is made. The PRMMP shall also outline the duties of paleontological monitoring onsite, including the salvaging and preparation of fossils and the final submission of all paleontological resources to an accredited museum or facility for curation.	City of Ontario and Qualified Paleontologist	Prior to the start of grading	City of Ontario Planning/Building Department	
GS-2	During excavations exceeding depth of approximately 5 to 10 feet below ground surface, a qualified paleontological monitor shall be present during construction activities to spot check the sediments and depths of excavations to determine the geologic units encountered. If paleontological resources are discovered, full-time monitoring shall be required during grading, as identified in the Paleontological Resources Monitoring and Mitigation Plan.	City of Ontario and Qualified Paleontologist Monitor	During construction and grading activities	City of Ontario Planning/Building Department	
GS-3	In the event of any fossil discovery, regardless of depth or geologic formation, construction work shall halt within a 50-foot radius of the find until its significance can be determined by a qualified paleontologist. Significant fossils shall be recovered, prepared to the point of curation, identified by qualified experts, listed in a database to facilitate analysis, and deposited in a designated paleontological curation facility in accordance with the standards of the Society of Vertebrate Paleontology (2010). A regional repository shall be identified by the City Council and a curatorial arrangement shall be signed prior to collection of the fossils.	City of Ontario and Qualified Paleontologist	During construction	City of Ontario Planning/Building Department	

2. Mitigation Monitoring Requirements

Table 3 Mitigation Monitoring Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
GREENHOUSE GAS EMISSIONS					
GHG-1	The City of Ontario shall require proposed buildings within the ORSC site to be all electric, with electricity to be the only permanent source of energy for all nonemergency building energy needs, including but not limited to water heating; mechanical equipment; and heating, ventilation, and air conditioning (HVAC) (i.e., space-heating and space cooling). All major appliances (e.g., dishwashers, refrigerators, and water heaters) provided/installed shall be electric-powered EnergyStar certified or an equivalent energy efficiency where applicable. The only exception to this measure shall be limited to commercial cooking uses. Prior to issuance of building permits for development projects, applicants shall provide plans that show the aforementioned requirements to the City of Ontario Planning Department. Prior to issuance of the certificate of occupancy, the City of Ontario Building Department shall verify installation of the electric-powered EnergyStar or equivalent appliances.	City of Ontario and Future Project Applicants	Prior to issuance of the certificate of occupancy for project buildings	City of Ontario Planning/Building Department	
GHG-2	The City of Ontario shall require proposed buildings and parking areas within the ORSC site to include on-site renewable energy generation systems. Proposed buildings shall include photovoltaic (PV) and battery energy storage systems compliant with the Prescriptive Requirements of the California Building Standards Code, Part 6, California Energy Code. Proposed buildings may substitute alternative renewable energy generation technology (e.g., wind) for PV systems; however, that alternative generation technology system shall be sized to provide annual electricity equal to what would be provided by a PV system for that building compliant with the Prescriptive Requirements of the California Building Standards Code, Part 6, California Energy Code. Proposed parking areas shall include a PV system or alternative renewable energy generation system (e.g., wind) to help offset electricity demand generated by electric vehicle charging. Prior to issuance of building permits for development projects, applicants shall provide plans that show the aforementioned requirements to the City of Ontario Planning Department. Prior to issuance of the certificate of occupancy, the City of Ontario Building Department shall verify installation of the PV and	City of Ontario and Future Project Applicants	Prior to issuance of the certificate of occupancy for project buildings	City of Ontario Building/ Planning Department	

Table 3 Mitigation Monitoring Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	battery energy storage systems or alternative renewable energy generation systems.				
GHG-3	The City of Ontario shall require that the parking lots and parking structure install electric vehicle spaces in compliance with the voluntary Tier 2 standards under Section A5.106.5.3.2 of the Non-residential Voluntary Measures in the 2022 California Green Building Standards Code. All site plans submitted to the City of Ontario Planning Department shall illustrate compliance with Section A5.106.5.3.2.	City of Ontario and Future Project Applicants	Prior to issuance of the certificate of occupancy for project buildings	City of Ontario Planning/Building Department	
GHG-4	The City of Ontario shall require applicants to design and construct buildings in Planning Areas 2, 3, and 4 to achieve a 100-point score with the 2022 Community Climate Action Plan (CCAP), Table 6, "Screening Table for Implementing GHG Performance Standards for Commercial, Office, Medical, Hotel, Industrial, and Retail Development, 2030." Alternatively, the analysis of development projects can be done through emissions calculations to demonstrate equivalent reductions using CalEEMod or a similar tool. Projects that do not use the CCAP Screening Tables to demonstrate consistency with the 2022 CCAP must demonstrate that they will generate annual GHG emissions that do not exceed the following emission screening thresholds from the CCAP: 1. For residential development completed between 2020 and 2030, the project shall not produce GHG emissions greater than 5.85 $MTCO_2e$/dwelling unit. 2. For residential development completed after 2030, the project shall not produce GHG emissions greater than 1.53 $MTCO_2e$/dwelling unit. 3. For nonresidential developments of all types completed between 2020 and 2030, the project shall not produce GHG emissions greater than 8.84 $MTCO_2e$/2,500 square feet of conditioned space. 4. For nonresidential developments of all types completed after 2030, the project shall not produce GHG emissions greater than 3.61 $MTCO_2e$/2,500 square feet of conditioned space.	City of Ontario and Future Project Applicants	Prior to issuance of the certificate of occupancy for project buildings	City of Ontario Planning Department	

2. Mitigation Monitoring Requirements

Table 3 Mitigation Monitoring Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	For projects that include both residential and nonresidential space, the residential and nonresidential components must be assessed separately against their respective applicable thresholds.				
See Mitigation Measures AQ-2, and TRAF-1 and TRAF-2.					
HAZARDS AND HAZARDOUS MATERIALS					
HAZ-1	Prior to the issuance of demolition permits or grading permits, whichever is issued first, for individual development projects in the ORSC site, the project applicant/developer shall submit a Phase II Environmental Site Assessment (ESA) to the City of Ontario prepared under the responsible charge of a Professional Geologist or Professional Engineer. The Phase II ESA shall be prepared in accordance with the American Society of Testing and Materials (ASTM) Designation: E1903-19, *Standard Practice for Environmental Site Assessments (ESA): Phase II Environmental Site Assessment Process* (ASTM, E 1903-19). If the site is found to be impacted with potential contaminants of concern at levels exceeding applicable regulatory thresholds, the project applicant shall remediate all contaminated media, under the oversight and in accordance with state and local agency requirements of the California Department of Toxic Substances Control (DTSC), Regional Water Quality Control Board, Ontario Fire Department and/or County of San Bernardino, as applicable to their oversight jurisdictions. For minor issues the Project Environmental Consultant may self-certify with approval from the City. All contaminated soils and/or material encountered shall be disposed of at a regulated site and in accordance with applicable laws and regulations prior to the completion of grading. Prior to the issuance of building permits, a report documenting the field activities, results, and any additional recommendations shall be provided to the City of Ontario evidencing that all site remediation activities have been completed inclusive of environment oversight agency document of no further action determinations, as applicable.	City of Ontario and Future Project Applicants	Prior to the issuance of grading permits	City of Ontario Planning Department	

Table 3 Mitigation Monitoring Requirements

Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
Additionally, the following specific conditions shall be adhered to: • **Pesticides.** Prior to the issuance of a demolition permit for any building or structure or the issuance of a grading permit, whichever is issued first, the construction contractor shall provide proof to the City that there are no pesticides on the site that exceed Environmental Protection Agency Regional Screening Levels (EPA RSLs) or Water Board Environmental Screening Levels (ESLs), whichever is more stringent. If on-site pesticides exceed the applicable screening levels, measures shall be taken in compliance with all applicable local, State and federal regulations to either remediate the pesticides on-site, or remove and properly dispose of the pesticides and proof shall be provided to the City of their safe remediation or removal as permitted by law along with agency oversight documentation of no further action determination by DTSC. • **Methane.** The construction contractor shall submit a subsurface methane soil gas report to the City Building Department, in general accordance with their methane ordinance, to screen for the presence of elevated levels of methane gas prior to installation of building foundations. The recommendations in the subsurface methane soil gas report to remove or remediate any soils with methane gas levels that exceed accepted regulatory levels shall be implemented in accordance with all applicable laws and regulations as determined by the City Building Department. • **Stained Soil – Pietersma Family Trust.** Prior to the issuance of a demolition permit for any building or structure or the issuance of a grading permit, whichever is issued first, shallow soils impacted with Diesel Range Total Petroleum Hydrocarbons (TPH-d) in excess of commercial and residential screening levels adjacent to the aboveground storage tanks in the hazardous materials storage area of the Pietersma Family Trust (parcels 0218-101-01, 0218-101-02, 0218-101-07, 0218-101-08, 0218-102-10, and 0218-102-11) shall be removed and disposed of in accordance with current regulations. Confirmation sampling shall be				

2. Mitigation Monitoring Requirements

Table 3 Mitigation Monitoring Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	conducted as required by current regulations after removal to verify that the impacted soil has been adequately removed from the site or treated *insitu* (in place) as deemed appropriate by the Project Environmental Consultant at the discretion of the City. If during grading activities hydrocarbon (TPH) stained soil areas are discovered, grading within the area shall be temporarily halted and redirected around the area until the appropriate evaluation and follow-up measures are implemented. TPH stained soil shall be removed and transported off-site at a State approved disposal site under the observation of the Project Environmental Consultant and confirmation samples collected from the sidewalls and bottom of each excavation area. The confirmation samples shall be transported to a state certified laboratory and analyzed for TPH in accordance with EPA Methods 8015M and 8015B, to ensure that TPH stained soil has been adequately removed from the site. Based on the laboratory results and at the discretion of the City, the San Bernardino County Fire Department, the Project Environmental Consultant, or the City shall determine when the area of the site is suitable for grading activities to resume. • **Underground Storage Tanks (UST) – 15 Dairy LLC**. Prior to the issuance of a demolition permit for any building or structure or the issuance of a grading permit, whichever is issued first, subsurface sampling shall be performed in the vicinity of the structures in the northern portion of the 15 Dairy LLC (parcels 0218-111-08, 0218-111-11, 0218-111-12, 0218-111-49, and 0218-111-50) where hazardous materials were likely stored according to historical inspection reports. A geophysical survey should be completed to determine whether any Underground Storage Tanks (USTs) are present at the property. Exploratory trenching is required to address and identify anomalies prior to soil sampling. Should USTs be discovered, subsurface sampling in the vicinity of the UST(s) is recommended to assess for any potential releases that have impacted subsurface soils. All contaminated soils and/or material encountered shall be disposed of at a regulated site and in accordance with applicable laws and regulations prior to the				

Table 3 Mitigation Monitoring Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	completion of grading. The San Bernardino County Fire Department shall be the lead environmental oversight agency for UST removal activities. • **Soil Vapor Testing – JCLIN Investment, LP.** Soil vapor sampling in the northern portion of JCLIN Investment, LP (parcels 0218-101-03, 0218-101-04, 0218-101-05, and 0218-101-06) shall be conducted to evaluate whether historical possible drycleaning activities off-site have impacted the subsurface soil vapor beneath the property. The San Bernardino County Fire Department or Department of Toxic Substances Control shall be the lead agency.				
See Mitigation Measures TRAF-2 and TRAF-3					
HYDROLOGY AND WATER QUALITY					
No Mitigation Measures are applicable.					
LAND USE AND PLANNING					
No Mitigation Measures are necessary.					
MINERAL RESOURCES					
No Mitigation Measures are necessary.					
NOISE					
N-1	The construction contractor shall implement the following measures during construction activities on the ORSC site and Offsite Improvement Area. These measures shall be identified on demolition, grading, and/or building permits. • Prior to construction activities that warrant nighttime construction (e.g., infrastructure work, concrete pours, etc.), the construction contractor shall install noise pathway controls, including noise barriers and enclosures free from gaps and holes, which shall be placed as close as possible to construction areas. The temporary noise barrier shall be a sufficient height to block the direct line-of-sight between the on-site construction areas and off-site noise sensitive receptors and shall be a minimum of 6 feet tall and shall	City of Ontario's Construction Contractor	During construction activities	City of Ontario Planning/Building Department	

2. Mitigation Monitoring Requirements

Table 3 Mitigation Monitoring Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	be constructed out of wood or other materials with a minimum surface weight of approximately 2.5 pounds per square foot. • Construction equipment operating on a site shall be equipped with the appropriate manufacturer's noise reduction devices, including but not limited to a manufacturer's muffler (or equivalently rated material) that is free of rust, holes, and exhaust leaks. • Noise from construction devices with internal combustion engines shall be mitigated by ensuring that the engine's housing doors are kept closed, and by using noise-insulating material mounted on the engine housing that does not interfere with the manufacturer's guidelines for engine operation or exhaust. • Portable compressors, generators, pumps, and other such devices shall be covered with noise-insulating fabric to the maximum extent possible that does not interfere with the manufacturer's guidelines for engine operation or exhaust, and shall further reduce noise by operating the device at lower engine speeds during the work to the maximum extent possible. • Idling on-site of heavy-duty diesel vehicles with Gross Vehicle Weight Rating of 10,000 pounds shall be limited to no longer than five minutes while parking, standing, or stopping, as per 13 California Code of Regulations Section 2485, Airborne Toxic Control Measure to Limit Diesel-Fueled Commercial Motor Vehicle Idling. • Quieter back-up alarms on construction equipment shall be used whenever feasible. • Construction vehicles shall be strategically positioned to minimize operation near receptors and avoiding tailgate slamming to the extent possible.				

Table 3 Mitigation Monitoring Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
N-2	**HVAC Equipment, Planning Area 6 Indoor Athletic Facility Building.** An acoustics study shall be provided to the City of Ontario prior to building permit issuance for the indoor athletic facility in Planning Area 6 that documents compliance with the overnight noise levels in the City's municipal code (45 dBA at single-family residences from 10:00 pm to 7:00 am). HVAC equipment for the indoor athletic facility shall be designed and/or placed to yield a sound level less than 58 dBA at 50 feet. Noise associated with operation of heating and cooling equipment shall be minimized by the design and strategic placement of equipment.	City of Ontario	Prior to building permit issuance for the indoor athletic facility in Planning Area	City of Ontario Building Department	
N-3	**HVAC Equipment, Planning Areas 2, 3, 4, and 7 Buildings**. An acoustics study shall be provided to the City of Ontario prior to building permit issuance for new structures with HVAC systems in Planning Areas 2, 3, 4, and 7 that documents compliance with the overnight noise levels in the City's municipal code (45 dBA at single-family residences from 10:00 pm to 7:00 am). HVAC equipment for the indoor athletic facility shall be designed and/or placed to yield a sound level less than 65 dBA at 50 feet to ensure compliance would result in a noise level of approximately 44 dBA at residential land uses to the east along Plymouth Avenue. Noise associated with operation of heating and cooling equipment shall be minimized by the design and strategic placement of equipment.	City of Ontario and Future Project Applicants	Prior to building permit issuance for new structures with HVAC systems in Planning Areas 2, 3, 4, and 7	City of Ontario Planning/Building Department	
POPULATION AND HOUSING					
No Mitigation Measures are necessary.					
PUBLIC SERVICES					
No Mitigation Measures are necessary.					
RECREATION					
No Mitigation Measures are necessary.					
TRANSPORTATION					

2. Mitigation Monitoring Requirements

Table 3 Mitigation Monitoring Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
TRAF-1a	**Commercial/Hospitality TDM Measures.** Applicants for commercial and hotel development in Planning Areas 2, 3, and 4 shall prepare Transportation Demand Management (TDM) measures analyzed under a VMT-reduction methodology consistent with the California Air Pollution Control Officers Association's (CAPCOA) Final Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity (2021) and approved by the City of Ontario. Measures shall include but are not limited to: • Implement a voluntary commute trip reduction program for employees. • Implement an employee parking cash-out program for employees. • Collaborate with the City to support transit service expansion. • Comply with requirements detailed in the Parking Management Plan, including providing parking validation for retail and hospitality visitors.	City of Ontario and Future Project Applicants	Prior to issuance of building permits	City of Ontario Planning Department	
TRAF-1b	**Stadium TDM Measures**. The Minor League Baseball stadium operator shall prepare Transportation Demand Management (TDM) measures analyzed under a VMT-reduction methodology consistent with the California Air Pollution Control Officers Association's (CAPCOA) Final Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity (2021) and approved by the City of Ontario. The Baseball Stadium Operator shall implement the following measures at the stadium as part of the TDM plan: • Implement a voluntary commute trip reduction program for stadium employees. • Implement an employee parking cash-out program for stadium employees.	Minor League Baseball Stadium Operator and City of Ontario	Prior to issuance of occupancy permits	City of Ontario Planning Department and Engineering Department	

Table 3 Mitigation Monitoring Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	• Implement paid public parking for visitors during stadium events. Cost structure, enforcement, and implementation will be detailed in the Parking Management Plan. • Incentivize carpooling by providing a discounted parking rate for vehicles with five or more occupants. • Collaborate with the City to support transit service expansion and support efforts to lower transit fares for stadium attendees.				
TRAF-1c	**City TDM Measures.** The City shall prepare Transportation Demand Management (TDM) analyzed under a VMT-reduction methodology consistent with the California Air Pollution Control Officers Association's (CAPCOA) Final Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity (2021). The City shall implement the following measures for city-owned land uses within the Ontario Regional Sports Complex as part of the TDM plan: • Implement a voluntary commute trip reduction program for recreation employees. • Implement paid public parking for visitors during soccer, baseball, softball, basketball, and volleyball games and tournaments. Cost structure, enforcement, and implementation will be detailed in the Parking Management Plan. • Incentivize carpooling by providing a discounted parking rate for vehicles with five or more occupants. • Incentivize vanpooling to and from sports games and tournaments by implementing a vanpooling program for recreational sports attendees that provides affordable van rentals for visiting sports teams. • Collaborate with Omnitrans to increase transit service in the project area and reduce transit fares for stadium attendees.	City of Ontario	Prior to issuance of occupancy permits and during operation	City of Ontario Planning Department and Engineering Department	

2. Mitigation Monitoring Requirements

Table 3 Mitigation Monitoring Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
TRAF-2	The City of Ontario shall prepare and implement a Parking and Event Traffic Management Plan (TMP) for events at the stadium and City athletic facilities prior to opening day of the stadium. The TMP shall outline operational strategies to optimize access to and from the stadium and sports fields within the constraints inherent to a large public event. The TMP shall have the following high-level objectives. • Minimize single-occupancy auto mode share and reduce vehicle trips and parking demand generated by the project to the maximum extent practicable. • Facilitate and promote safe use of nonautomobile transportation by people attending and supporting games and other events as well as other uses on-site. • Facilitate a high-quality walking experience to the stadium from adjacent hospitality land uses in PAs 2, 3, and 4 by identifying key walking routes and major street crossing locations, so that wayfinding, infrastructure improvements, and/or personnel (e.g., traffic control officers, parking control officers, or other personnel acceptable to the City) can be placed at critical points to manage the interaction of pedestrians and vehicles during medium and large events. • Maximize safety for all transportation users at key locations in and around the ORSC site during event ingress and egress. • Minimize conflicts between ridesharing (i.e., Lyft, Uber), taxi operations, and walking and biking near the ORSC site. • Facilitate the safe and efficient flow of vehicle traffic into and out of the site and the adjacent neighborhoods during event conditions. • Minimize event-related vehicular, bicycle, and pedestrian impacts to surrounding residential and commercial areas.	City of Ontario	Prior to issuance of an occupancy permit for the Stadium and during operation	City of Ontario Planning Department, Engineering Department, and Police	

Table 3 Mitigation Monitoring Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	• Minimize impacts to through traffic on adjacent arterial streets by separating project traffic to the extent possible. The TMP shall include the following: • The TMP shall illustrate the recommended event management strategies, including traffic control plans pre- and post-event. • The TMP shall require parking control officers or other personnel acceptable to the City to manage pedestrian flows to and from the facilities and directing pedestrians to the primary corridors serving the ORSC site. • Event-day measures shall typically begin two hours prior to the event's start time until the start of the event and then again prior to the event's conclusion until typically one to two hours after the end of the event, depending on how long it takes for all attendees to exit the stadium and sport fields. • The TMP is intended to be a living document and would be amended periodically by the City and stadium. • Permanent and/or temporary signs shall be installed on Vineyard Avenue, Riverside Drive, and Chino Avenue to direct event traffic. • The TMP shall address daily parking management in the ORSC site, with additional details for parking management on event days with multiple events. • The City shall establish an operational oversight group made up of the transportation agencies and third party operator(s) that could be impacted by events as well as representation from local businesses and neighborhoods. • The TMP shall identify: – Queuing lanes for vehicles waiting to enter the parking garages. – Dedicated rideshare/passenger pick-up and drop-off locations.				

2. Mitigation Monitoring Requirements

Table 3 Mitigation Monitoring Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	– Fixed overhead signage and temporary signage/traffic control devices. – A dedicated emergency lane. – Internal roadways and access driveways that may be closed to facilitate pedestrian movement and consolidate access. – Dedicated pedestrian routes that do not impede vehicle traffic. – Strategies to implement depending on the scale of the event (e.g., differences between weekday game operation and weekend tournament).				
TRAF-3	Prior to issuance of grading permits, the construction contractor shall prepare and submit a construction management plan. The construction management plan shall be approved by the City of Ontario Public Works Department. The construction management plan shall identify construction hours, truck routes, travel patterns for haul routes, staging and parking areas, staggered worker arrival times, and safety procedures for pedestrians and cyclists. The construction management plan shall prohibit the use of heavy construction vehicles during peak hours. The plan shall also require the construction contractor to implement the following measures during construction activities, which shall be discussed at the pre-grading conference/meeting: • Minimize obstruction of through-traffic lanes and provide temporary traffic controls, such as a flag person, during all roadway improvement activities to maintain adequate access for emergency vehicles and personnel. • Develop a traffic plan to minimize interference for emergency vehicles and personnel from demolition and construction activities (e.g., advanced public notice of demolition and construction activities).	City of Ontario's Construction Contractor and Public Works	Prior to issuance of grading permits	City of Ontario Planning Department and Public Works	

Table 3 Mitigation Monitoring Requirements

Mitigation Measure		Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
TRIBAL CULTURAL RESOURCES					
TRC-1	**Tribal Cultural Resources Monitoring.** The project archaeologist, in consultation with interested tribes and the City of Ontario, shall develop an archaeological monitoring plan (AMP) to address the details, timing, and responsibility of archaeological and cultural activities that will occur on the ORSC site and Offsite Improvement Area. Details in the AMP shall include: 1. Project-related ground disturbance (including, but not limited to, brush clearing, grading, trenching, etc.) and development scheduling; 2. The development of a rotating or simultaneous schedule in coordination with the developer and the project archeologist for designated Native American Tribal Monitors from the consulting tribes during grading, excavation, and ground-disturbing activities on the site: including the scheduling, safety requirements, duties, scope of work, and Native American Tribal Monitors' authority to stop and redirect grading activities in coordination with all project archaeologists. Tribes shall coordinate as to Tribal Monitoring concurrent with development; 3. The protocols and stipulations that the City, Tribes, and project archaeologist will follow in the event of inadvertent cultural resources discoveries, including any newly discovered cultural resource deposits that shall be subject to a cultural resources evaluation. At least 30 days prior to application for a grading permit and before any brush clearance, grading, excavation, and/or ground-disturbing activities on the site, the developer shall retain a tribal cultural monitor to monitor all ground-disturbing activities in an effort to identify any unknown archaeological resources. Pursuant to the AMP, a tribal monitor from the consulting tribes shall be present during the initial grading activities. If tribal resources are found during grubbing activities, the tribal monitoring shall be present during site grading activities.	City of Ontario Planning Department in coordination with Project Archeologist and Interested Tribes	Prior to and during construction	City of Ontario Planning Department	

2. Mitigation Monitoring Requirements

Table 3 Mitigation Monitoring Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
TRC-2	**Treatment and Disposition of Cultural Resources.** In the event that Native American cultural resources are inadvertently discovered during the course of any ground-disturbing activities, including but not limited to brush clearance, grading, trenching, etc., at the ORSC site or Offsite Improvement Area, the following procedures will be carried out for treatment and disposition of the discoveries: 1. Temporary Curation and Storage: During the course of construction, all discovered resources shall be temporarily curated in a secure location on-site or at the offices of the project archaeologist. The removal of any artifacts from the ORSC site and Offsite Improvement Area will need to be thoroughly inventoried with tribal monitor oversight of the process; 2. Treatment and Final Disposition: The landowner(s) shall relinquish ownership of all cultural resources, including sacred items, burial goods, and all archaeological artifacts and nonhuman remains as part of the required mitigation for impacts to cultural resources. The City shall relinquish the artifacts through one or more of the following methods: a. Accommodate the process for on-site reburial of the discovered items with the consulting Native American tribes or bands. This shall include measures and provisions to protect the future reburial area from any future impacts. Reburial shall not occur until all cataloging, basic analysis, other analyses as recommended by the project archaeologist and approved by consulting tribes, and basic recordation have been completed; all documentation should be at a level of standard professional practice to allow the writing of a report of professional quality; b. A curation agreement with an appropriate qualified repository in San Bernardino County that meets federal standards per 36 CFR Part 79, and therefore the resource would be professionally curated and made available to other archaeologists/researchers for further study. The collections and associated records shall be transferred, including title, to an appropriate curation facility in San Bernardino County, to	Ontario's Construction Contractor in coordination with Project Archeologist and Interested Tribes	During construction	City of Ontario Planning Department/Building Department	

Table 3 Mitigation Monitoring Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	be accompanied by payment of the fees necessary for permanent curation; c. For purposes of conflict resolution, if more than one Native American tribe or band is involved with the project and cannot come to an agreement as to the disposition of cultural materials, materials shall be curated at the San Bernardino County Museum by default; d. At the completion of grading, excavation, and ground-disturbing activities on the site, a Phase IV Monitoring Report shall be submitted to the City documenting monitoring activities conducted by the project archaeologist and Native Tribal Monitors within 60 days of completion of grading. This report shall document the impacts to the known resources on the property; describe how each mitigation measure was fulfilled; document the type of cultural resources recovered and the disposition of such resources; provide evidence of the required cultural sensitivity training for the construction staff held during the required pregrade meeting; and, in a confidential appendix, include the daily/weekly monitoring notes from the archaeologist. All reports produced will be submitted to the City, County Museum, and consulting tribes.				
TCR-3	**Unanticipated Discovery of Human Remains and Associated Funerary or Ceremonial Objects.** Native American human remains are defined in Public Resources Code Section 5097.98(d)(1) as an inhumation or cremation, and in any state of decomposition or skeletal completeness. Funerary objects, called associated grave goods in Public Resources Code Section 5097.98, are also to be treated according to this statute. a) If Native American human remains and/or grave goods are discovered or recognized on the ORSC site, then Public Resource Code 5097.9 as well as Health and Safety Code Section 7050.5 shall be followed. b) Human remains and grave/burial goods shall be treated alike per California Public Resources Code section 5097.98(d)(1) and (2).	City of Ontario's Construction Contractor in coordination with Interested Tribes	During construction	City of Ontario Planning Department	

2. Mitigation Monitoring Requirements

Table 3 Mitigation Monitoring Requirements

Mitigation Measure		Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	c) Preservation in place (i.e., avoidance) is the preferred manner of treatment for discovered human remains and/or burial goods. d) Any discovery of human remains/burial goods shall be kept confidential to prevent further disturbance.				
UTILITIES AND SERVICE SYSTEMS					
No Mitigation Measures are necessary.					
WILDFIRE					
See Mitigation Measures TRAF-2 and TRAF-3.					

3. Report Preparation

3.1 LIST OF PREPARERS

City of Ontario

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Nicole Vermilion, Principal
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3. Report Preparation

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RESOLUTION NO. _____

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

WHEREAS, the City of Ontario has filed an Application for the approval of a General Plan Amendment, File No. PGPA23-002, as described in the title of this Resolution (hereinafter referred to as "Application" or "Project"); and

WHEREAS, the Land Use Element of the Policy Plan establishes two land use designations in the proposed Project area: Low Density Residential (LDR) and Medium Density Residential (MDR). The proposed Project necessitates a modification in the existing land use designations to accommodate recreational facilities and regional-serving entertainment, retail, and service uses, including hotels/motels and restaurants. As part of this conversion, the Proposed Project aims to:

- Convert 134.42 acres of Low-Density Residential (LDR) and Medium-Density Residential (MDR) to Open Space-Parkland (OS-R) located south of Riverside Drive, north of Chino Avenue, east of the unimproved right-of-way for Vineyard Avenue and west of Whispering Lakes Lane.

- Convert 51.57 acres of Low-Density Residential (LDR) to Hospitality (HOS) generally located south of Riverside Drive, north of Chino Avenue, east of Whispering Lakes Lane, and west of the Cucamonga Creek Flood Control Channel.

- Convert 94 acres of Low-Density Residential (LDR) to Medium Density Residential (MDR) generally located south of Chino Avenue, north of Ontario Ranch Road, and east and west of Vineyard Avenue.

- Remove the Affordable Housing overlay on 36.18 acres of land south of Riverside Drive, north of Chino Avenue, and east of the unimproved right-of-way for Vineyard Avenue.

- Add the Affordable Housing (AH) overlay zoning district on 19.25 acres of land generally located north of Ontario Ranch Road, south of Schaefer Avenue and east of the unimproved right-of-way for Vineyard Avenue.

WHEREAS, the City of Ontario adopted the Policy Plan (General Plan) as part of The Ontario Plan in January 2010. Since the adoption of The Ontario Plan, the City has evaluated Exhibits LU-01: Official Land Use Plan and LU-03: Future Buildout further and is proposing modifications; and

WHEREAS, the proposed changes to Exhibit LU-01 Official Land Use Plan include changes to land use designations of certain properties shown on Exhibit A to align the land use designations of these properties with the City's continuous endeavors to facilitate and improve future development and land use patterns as outlined in The Ontario Plan; and

WHEREAS, Policy Plan Exhibit LU-03 (Future Buildout) specifies the expected buildout for the City of Ontario, incorporating the adopted land use designations. The proposed changes to Exhibit LU-01 (Official Land Use Plan) will require that Exhibit LU-03 (Future Buildout) is modified to be consistent with Exhibit LU-01 (Official Land Use Plan), as depicted on Exhibit B, attached; and

WHEREAS, a Scoping Meeting, organized in conjunction with the Notice of Preparation ("NOP"), introduced the Project and the Subsequent Environmental Impact Report ("SEIR") process was hosted by the Planning Department on Thursday, September 27, 2023, at the Westwind Recreation Center in response to the NOP. The meeting provided an opportunity for agency representatives and the public to collaborate with the City in defining the scope and content of the environmental analysis for the SEIR. Copies of the NOP were made available for public review at the City of Ontario Planning Department and the City's website; and

WHEREAS, an NOP for the Draft Environmental Impact Report ("Draft EIR") was reissued on November 14, 2023. The public review period extended from November 14, 2023, to December 15, 2023. The NOP was published in the Inland Valley Daily Bulletin on November 14, 2023. The NOP was posted at the San Bernardino County Clerk's office on November 14, 2023. Copies of the NOP were made available for public review at the City of Ontario Planning Department and the City's website; and

WHEREAS, a scoping meeting for the Draft EIR was held virtually on Wednesday December 6, 2023, at 6:00 pm. The notice of a public scoping meeting was included in the NOP; and

WHEREAS, preparation of a Draft EIR, which was made available for a 45-day public review period beginning April 4, 2024, and ending May 20, 2024. The scope of the Draft EIR was determined based on the State and Local California Environmental Quality Act ("CEQA") Guidelines, comments received in response to both NOPs, and comments received at the scoping meetings conducted by the City of Ontario. The Notice of Availability ("NOA") for the Draft EIR was sent on April 4, 2024 to interested persons and organizations, the State Clearinghouse for distribution to public agencies, posted at the San Bernardino County Clerk’s office and the City of Ontario, and published in the Inland Valley Daily Bulletin. Additionally, copies of the Draft EIR were made available for review at City Hall, the Ovitt Family Community Library, as well as on the City's website; and

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

WHEREAS, the proposed Project is located within the Airport Influence Area of Chino Airport, within the City of Ontario boundary, and is subject to, and must be consistent with, the policies criteria set forth in Reference I, Chino Airport Land Use Compatibility Plan (CNO ALUCP), which applies only to jurisdictions within City of Ontario, and addresses the safety, airspace protection, and overflight impacts of current and future airport activity; and

WHEREAS, the Application is a project pursuant to the CEQA (Public Resources Code Section 21000, et seq.); and

WHEREAS, as the first action on the Project on June 25, 2024, the Planning Commission adopted a Resolution recommending the City Council certify the EIR (SCH# 2023110328) and approve the Mitigation Monitoring and Reporting Program and a Statement of Overriding Considerations prepared pursuant to CEQA, the State CEQA Guidelines, and the City of Ontario Local CEQA Guidelines; and

WHEREAS, on June 25, 2024, the Planning Commission of the City of Ontario conducted a hearing to consider the Project, and concluded said hearing on that date and

recommended to City Council approval of the Final Environmental Impact Report ("Final EIR"); and

WHEREAS, on July 16, 2024, the City Council of the City of Ontario conducted a hearing on to consider the Final EIR and concluded said hearing on that date; and

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

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

SECTION 1: ***Environmental Determination and Findings.*** As the decision-making body for the Project, the City Council has reviewed and considered the information contained in the Final EIR and supporting documentation. Based upon the facts and information contained in the Final EIR and supporting documentation, including all written and oral evidence presented to the City Council, the City Council finds as follows:

(1) The environmental impacts of this Project were reviewed in conjunction with the Ontario Regional Sports Complex ("OSRC") Final EIR (State Clearinghouse No. 2023110328) that was prepared; and

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

(3) The Final EIR was completed in compliance with CEQA and the Guidelines promulgated thereunder, and the City of Ontario Local CEQA Guidelines; and

(4) The Final EIR reflects the independent judgment of the City Council.

SECTION 2: ***City Council Action.*** Based on the entire record before the City Council and all written and oral evidence presented, the City Council finds the Final EIR complies with CEQA for the following reasons:

(1) The EIR analyzes the environmental effects of the Project and finds that, if the OSRC is adopted as proposed by this plan, and with the implementation of proposed mitigation measures, the following impacts will still be significant and unavoidable: agricultural resources (loss of Prime Farmland soils), air quality (inconsistent with AQMP cumulative impacts for long-term regional operational emissions), greenhouse gasses emissions (inconsistent with plans adopted to reduce GHG emissions, magnitude of GHG emissions), noise (mobile sources), and transportation (increase in vehicle miles traveled); and

(2) The City Council further finds that the Findings of Facts and Statement of Overriding Considerations, demonstrates that the ORSC's benefits outweigh its significant and unavoidable impacts, and therefore the City

would be justified in approving the ORSC notwithstanding said significant and unavoidable impacts.

SECTION 3: ***Housing Element Compliance.*** Pursuant to the requirements of California Government Code Chapter 3, Article 10.6, commencing with Section 65580, as the decision-making body for the Project, the City Council finds that based upon the facts and information contained in the Application and supporting documentation, at the time of Project implementation, the project is consistent with the Housing Element of the Policy Plan (General Plan) component of TOP.

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

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

(2) On August 2, 2022, the City Council of the City of Ontario approved and adopted a Development Code Amendment to establish the Chino Airport ("CNO") Overlay Zoning District ("OZD") and Reference I, Chino Airport Land Use Compatibility Plan ("CNO ALUCP"). The CNO OZD and CNO ALUCP established the Airport Influence Area for Chino Airport, solely within the City of Ontario, and limits future land uses and development within the Airport Influence Area, as they relate to safety, airspace protection, and overflight impacts of current and future airport activity. The CNO ALUCP is consistent with policies and criteria set forth within the Caltrans 2011 California Airport Land Use Planning Handbook. The proposed Project is located within the Airport Influence Area of Chino Airport and was evaluated and found to be consistent with the California Airport Land Use Planning Handbook and the CNO ALUCP. As the decision-

making body for the Project, the City Council has reviewed and considered the facts and information contained in the Application and supporting documentation against the CNO ALUCP compatibility factors, including Safety, Airspace Protection, Overflight. As a result, the City Council, therefore, finds and determines that the Project, when implemented in conjunction with the conditions of approval, will be consistent with the policies and criteria set forth within the California Airport Land Use Planning Handbook and the Chino ALUCP.

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

(1) The proposed General Plan Amendment is consistent with the goals and policies of The Ontario Plan as follows:

Policy Plan (General Plan)

Land Use Element:

- LU-1.1 Strategic Growth. We concentrate growth in strategic locations that help create place and identity, maximize available and planned infrastructure, foster the development of transit, and support the expansion of the active and multimodal transportation networks throughout the City.

- LU-1.6 Complete Community. We incorporate a variety of land uses and building types in our land use planning efforts that result in a complete community where residents at all stages of life, employers, workers, and visitors have a wide spectrum of choices of where they can live, work, shop and recreate within Ontario.

- Goal LU-2 Compatibility: Compatibility between a wide range of uses and a resultant urban patterns and forms.

Community Economics Element:

- Goal CE-1 Complete Community: A complete community that provides for all incomes and stages of life.

- Goal CE-2 Placemaking: A City of distinctive neighborhoods, districts, corridors, and centers where people choose to be; and

(2) The proposed General Plan Amendment would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City; and

(3) The Land Use Element is a mandatory element allowed four general plan amendments per calendar year and this general plan amendment is the first amendment to the Land Use Element of the 2023 calendar year consistent with Government Code Section 65358; and

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

(5) During the amendment of the general plan, opportunities for the involvement of citizens, California Native American Indian tribes (Government Code Section 65352.3), public agencies, public utility companies, and civic, education, and other community groups, through public hearings or other means were implemented consistent with Government Code Section 65351.

SECTION 6: ***City Council Action.*** Based upon the findings and conclusions set forth in Sections 1 through 5, above, the CITY COUNCIL hereby APPROVES the proposed General Plan Amendment, as depicted in Attachment 1 (Policy Plan Land Use Plan (Exhibit LU-01) Revision) and Attachment 2 (Future Buildout Table (Exhibit LU-03) Revision) of this Resolution.

SECTION 7: ***Custodian of Records.*** The documents and materials that constitute the record of proceedings on which these findings have been based are located at the City of Ontario City Hall, 303 East "B" Street, Ontario, California 91764. The custodian for these records is the City Clerk of the City of Ontario.

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

PASSED, APPROVED, AND ADOPTED this 16th day of July, 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____

SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

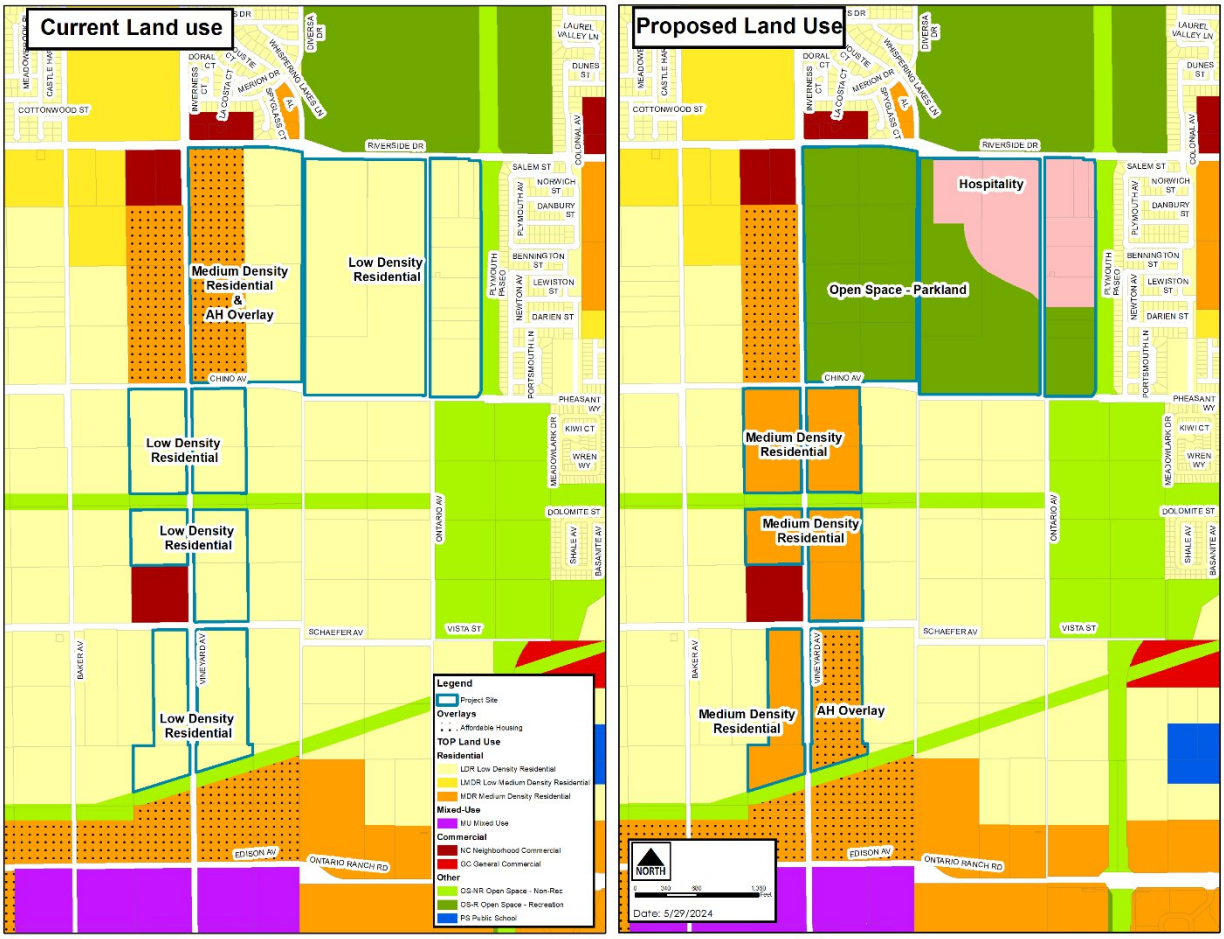
(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

ATTACHMENT 1: Policy Plan Land Use Plan (Exhibit LU-01) Revision



ATTACHMENT 2: Future Buildout Table (Exhibit LU-03) Revision

LU-03 Future Buildout Table

Land Use	Acres[2]	Assumed Density/Intensity[3]	Units	Pop[4]	Non-Residential Square Feet	Jobs[5]
Residential						
Rural	529	2.0 du/ac	1,057	3,863	-	-
Low Density[6,7]	~~6,518~~ 6,274	5.9 du/ac (north of Riverside Dr) 4.5 du/ac (south of Riverside Dr)[7]	~~36,229~~ 34,842	~~132,370~~ 127,304	-	-
Low-Medium Density[6]	889	8.5 du/ac	7,197	26,363	-	-
Medium Density[7]	~~2,232~~ 2,291	18.0 du/ac (north of Riverside Dr) 22.0 du/ac (south of Riverside Dr)[8]	~~45,382~~ 46,926	~~146,951~~ 152,030	-	-
High Density	198	25.0 du/ac (north of Riverside Dr) 35.0 du/ac (south of Riverside Dr)	5,089	13,038	-	-
Subtotal	~~10,366~~ 101,180		~~95,253~~ 95,433	~~322,585~~ 322,710	-	-
Mixed Use						
• Downtown	132	• 60% of the area at 35 du/ac • 40% of the area at 0.80 FAR for office and retail	2,758	7,068	1,830,863	4,092
• East Holt Boulevard[8]	75	• 75% of the area at 30 du/ac • 25% of area at 0.80 FAR retail	1,693	4,336	655,222	546
• West Holt Boulevard[8]	1	• 75% of the area at 30 du/ac • 25% of area at 0.80 FAR retail	33	84	12,678	11
• Meredith	91	• 50% of the area at 40 du/ac • 50% at 0.35 FAR for retail uses	1,815	4,651	691,939	577
• Multimodal Transit Center	73	• 15% of the area at 60 du/ac • 60% of the area at 1.0 FAR office and retail • 25% of the area at 0.70 FAR Lodging	653	1,673	2,449,557	5,993
• Inland Empire Corridor	37	• 82% of the area at 10 du/ac • 18% of area t 0.35 FAR retail	300	769	100,455	84
• Guasti	86	• 30% of the area at 30 du/ac • 15% of area at 1.0 FAR retail • 30% of area at 0.70 FAR office • 25% of area at 0.70 FAR Lodging	777	1,991	2,012,077	3,848
• Ontario Center[8] *(South of Concours, East of Haven Avenue, West of Milliken, North of Interstate 10 Fwy)*	186	• 50% of area at 40 du/ac • 20% of area at 1.0 FAR office • 30% of area at 0.70 FAR retail	3,729	9,553	3,329,507	7,327
• Ontario Center Arena[8]	169	• 75% of area at 40 du/ac • 10% of area at 1.00 FAR office • 15% of area at 0.80 FAR retail	5,076	13,006	1,621,435	3,417

LU-03 Future Buildout Table

Land Use	Acres[2]	Assumed Density/Intensity[3]	Units	Pop[4]	Non-Residential Square Feet	Jobs[5]
((North of Concours, West of Milliken, East of Center Avenue, South of 4th Street						
• Ontario Mills	249	• 40% of area at 40 du/ac • 5% of area at 0.75 FAR office • 55% of area at 0.50 FAR retail	3,990	10,223	3,394,666	3,971
• Rich-Haven[2]	154	• 86% of area at 18 du/ac • 2% of area at 0.35 FAR office • 12% of area at 0.30 FAR retail	2,389	6,122	289,088	373
• Parkside	3	• 50% of the area at 35 du/ac • 50% of area at 0.80 FAR retail	52	132	51,440	129
• Eucalyptus/ Chino Airport[2]	105	• 40% of the area at 35 du/ac • 10% of area at 0.80 FAR retail • 20% of area at 1.00 FAR office • 30% of area at 0.60 FAR business park (industrial)	1,471	3,769	2,059,760	4,008
• Grove[2]	36	• 65% of the area at 35 du/ac • 25% of area at 0.80 FAR retail • 10% of area at 0.70 FAR Office	821	2,104	385,285	630
• Great Park[2]	305	• 70% of area at 35 du/ac • 10% of area at 0.70 FAR for office • 20% of area at 0.30 FAR for retail uses	7,470	19,141	2,789,181	4,930
• Neighborhood Activity Hub[8] *(Mountain Village)*	8	• 50% of the area at 35 du/ac • 50% of area at 0.80 FAR retail	137	350	136,070	340
• Neighborhood Activity Hub[8] *(Mountain & Fourth)*	7	• 70% of the area at 50 du/ac • 30% of area at 0.80 FAR retail	251	643	75,008	188
• Neighborhood Activity Hub[8] *(Euclid & Francis)*	13	• 50% of the area at 30 du/ac • 50% of area at 0.80 FAR retail	190	487	220,912	552
• Neighborhood Activity Hub[8] *(Euclid & Walnut)*	16	• 75% of the area at 30 du/ac • 25% of area at 0.80 FAR retail	369	945	142,840	357
• Neighborhood Activity Hub[2,8] *(Euclid & Riverside)*	15	• 75% of the area at 35 du/ac • 25% of area at 0.80 FAR retail	394	1,009	130,662	327
Subtotal	**1,762**	-	**34,367**	**88,058**	**22,478,644**	**41,698**
Retail/Service						
Neighborhood Commercial[6]	248	0.30 FAR	-	-	3,238,367	8,832

LU-03 Future Buildout Table

Land Use	Acres[2]	Assumed Density/Intensity[3]	Units	Pop[4]	Non-Residential Square Feet	Jobs[5]
General Commercial	385	0.30 FAR	-	-	5,033,395	5,605
Office/ Commercial	310	0.75 FAR	-	-	10,101,733	28,239
Hospitality	~~143~~ 194	1.00 FAR	-	-	~~6,212,498~~ 8,458,978	~~8,381~~ 11,412
Subtotal	**~~1,085~~ 1,136**		-	-	**~~24,583,993~~ 26,832,472**	**~~51,057~~ 54,088**
Employment						
Business Park	1,139	0.50 FAR	-	-	24,816,271	42,835
Industrial	7,664	0.55 FAR	-	-	183,596,786	148,483
Subtotal	**8,802**		-	-	**208,413,056**	**191,318**
Other						
Open Space–Non-Recreation	1,200	Not applicable	-	-	-	-
Open Space–Parkland[6]	~~913~~ 1,047	Not applicable	-	-	-	-
Open Space-Water	17	Not applicable	-	-	-	-
Public Facility	90	Not applicable	-	-	-	-
Public School	614	Not applicable	-	-	-	-
Ontario International Airport	1,423	Not applicable	-	-	-	-
Landfill	137	Not applicable	-	-	-	-
Railroad	250	Not applicable	-	-	-	-
Roadways	5,364	Not applicable	-	-	-	-
Subtotal	***~~10,007~~ 10,142***	-	-	-	-	-
Total	***32,022***	-	***~~129,620~~ 129,800***	***~~410,643~~ 410,768***	***~~261,417,457~~ 264,057,928***	***~~295,776~~ 299, 324***

Notes

1 Historically, citywide buildout levels do not achieve the maximum allowable density/intensity on every parcel and are, on average, lower than allowed by the Policy Plan. Accordingly, the buildout projections in this Policy Plan do not assume buildout at the maximum density or intensity and instead are adjusted downward. There are a few notable exceptions to this. The assumed density for Low-Density Residential north of Riverside Drive is estimated above the allowed density to account for the continued use of areas that were built at densities above the current allowance, and to account for growth in these areas due to accessory dwelling unit (ADU) development and lot splits. Some areas were also entitled at greater densities due to the use of gross acreage rather than net acreage. These areas, identified in note 7 utilized customized growth assumptions to ensure that the future projection was equal to or larger than the number of existing units in built areas, and equal to or larger than existing entitlements in undeveloped or partially developed areas.

LU-03 Future Buildout Table

Land Use	Acres[2]	Assumed Density/Intensity[3]	Units	Pop[4]	Non-Residential Square Feet	Jobs[5]

2 Acres are based on the City's Parcel data as of January 2021.

3 Assumed Density/Intensity includes both residential density, expressed as units per acre, and non-residential intensity, expressed as floor area ratio (FAR), which is the amount of building square feet in relation to the size of the lot.

4 Projections of population by residential designation are based on projected occupancy rates and a persons-per-household factor that varies by housing type.

5 The factors used to generate the number of employees by land use category were derived by comparing 2018 employment data published by the U.S. Census as part of the Longitudinal Employer-Household Dynamics (LEHD) dataset to existing building square footage by use type, as recorded in the City's building permit database.

6 Acreages and corresponding buildout estimates for these designations do not reflect underlying land uses within the Business Park and Industrial Overlays. Estimates within overlay areas are included within the corresponding Business Park and Industrial categories.

7. To ensure future projections are equal to or larger than existing conditions in built out areas as of August 2021, and equal to or larger than existing entitlements (approved before August 2021) in undeveloped or partially developed areas, buildout estimates for the following projects, assumed realistic densities as follows: Countryside Specific Plan (Low Density Residential: 6.18 du/ac), Creekside Specific Plan (Low Density Residential: 7.47 du/ac, Medium Density Residential: 15.81 du/ac), Subarea 29 Specific Plan (Low Density Residential: 7.03).

8. In certain mixed use categories, different buildout assumptions were employed on different sites. Variations in assumptions are included in multiple rows within this table.

Last Amended: August 16, 2022

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PZC-23-004, A ZONE CHANGE REQUEST TO CHANGE THE ZONING DISTRICT FOR [1] 134.42 ACRES FROM THE ARMSTRONG RANCH SPECIFIC PLAN TO OS-R (OPEN SPACE RECREATION) ZONING DISTRICT LOCATED SOUTH OF RIVERSIDE DRIVE, NORTH OF CHINO AVENUE, WEST OF UNIMPROVED RIGHT-OF-WAY FOR WHISPERING LAKES LANE, AND EAST OF THE UNIMPROVED RIGHT-OF-WAY FOR VINEYARD AVENUE; [2] 51.57 ACRES FROM THE ARMSTRONG RANCH SPECIFIC PLAN TO CCS (CONVENTION CENTER SUPPORT COMMERCIAL) ZONING DISTRICT GENERALLY LOCATED SOUTH OF RIVERSIDE DRIVE, NORTH OF CHINO AVENUE, EAST OF THE UNIMPROVED RIGHT-OF-WAY FOR WHISPERING LAKES LANE, AND WEST OF THE CUCAMONGA CREEK FLOOD CONTROL CHANNEL; [3] REMOVE THE AH (AFFORDABLE HOUSING) OVERLAY ZONING DISTRICT ON 36.18 ACRES OF LAND LOCATED SOUTH OF RIVERSIDE DRIVE, NORTH OF CHINO AVENUE, EAST OF THE UNIMPROVED RIGHT-OF-WAY FOR WHISPERING LAKES LANE, AND WEST OF THE UNIMPROVED RIGHT-OF-WAY FOR VINEYARD AVENUE, AND [4] ADD THE AH (AFFORDABLE HOUSING) OVERLAY ZONING DISTRICT ON 19.25 ACRES OF LAND WITHIN THE SP (SPECIFIC PLAN)/AG (AGRICULTURAL) OVERLAY LOCATED NORTH OF ONTARIO RANCH ROAD, SOUTH OF SCHAEFER AVENUE, EAST OF THE UNIMPROVED RIGHT-OF-WAY FOR VINEYARD AVENUE, AND WEST OF THE UNIMPROVED RIGHT-OF-WAY FOR HELLMAN AVENUE. (APNS: 218-101-01, 218-101-02, 218-101-03, 218-101-04, 218-101-05, 218-101-06, 218-101-07, 218-101-08, 218-102-10, 218-102-11, 218-111-04, 218-111-05, 218-111-06, 218-111-08, 218-111-09, 218-111-11, 218-111-12, 218-111-45, 218-111-49, 218-111-50, 218-181-02, AND 218-181-15.

WHEREAS, The Zoning Map amendment includes the following:

Rescind the Armstrong Ranch Specific Plan and rezone the following (see Exhibit A: Proposed Zone Change):

- Convert 134.42 acres from the Armstrong Ranch Specific Plan to OS-R (Open Space Recreation) zoning district located south of Riverside Drive, north of Chino Avenue, west of unimproved right-of-way for Whispering Lakes Lane, and east of the unimproved right-of-way for Vineyard Avenue.
- Convert 51.57 acres from the Armstrong Ranch Specific Plan to CCS (Convention Center Support Commercial) zoning district generally located south of Riverside Drive, north of Chino Avenue, east of Whispering Lakes Lane, and west of the Cucamonga Creek Flood Control Channel. and west of the Cucamonga Creek Flood Control Channel.

- Remove the AH (Affordable Housing) overlay zoning district on 36.18 acres of land located south of Riverside Drive, north of Chino Avenue, and east of the unimproved right-of-way for Vineyard Avenue.
- Add the AH (Affordable Housing) Overlay zoning district on 19.25 acres of land within the SP (Specific Plan)/AG (Agricultural) Overlay generally located north of Ontario Ranch Road, south of Schaefer Avenue and east of the unimproved right-of-way for Vineyard Avenue; and

WHEREAS, a Scoping Meeting, organized in conjunction with the Notice of Preparation ("NOP"), introduced the Project and the Subsequent Environmental Impact Report (SEIR) process was hosted by the Planning Department on Thursday, September 27, 2023, at the Westwind Recreation Center in response to the NOP. The meeting provided an opportunity for agency representatives and the public to collaborate with the City in defining the scope and content of the environmental analysis for the SEIR. Copies of the NOP were made available for public review at the City of Ontario Planning Department and the City's website; and

WHEREAS, an NOP for the Draft Environmental Impact Report ("Draft EIR") was reissued on November 14, 2023. The public review period extended from November 14, 2023, to December 15, 2023. The NOP was published in the Inland Valley Daily Bulletin on November 14, 2023. The NOP was posted at the San Bernardino County Clerk's office on November 14, 2023. Copies of the NOP were made available for public review at the City of Ontario Planning Department and the City's website; and

WHEREAS, a scoping meeting for the Draft EIR was held virtually on Wednesday December 6, 2023, at 6:00 pm. The notice of a public scoping meeting was included in the NOP; and

WHEREAS, preparation of a Draft EIR, which was made available for a 45-day public review period beginning April 4, 2024, and ending May 20, 2024. The scope of the Draft EIR was determined based on the State and Local California Environmental Quality Act ("CEQA") Guidelines, comments received in response to both NOPs, and comments received at the scoping meetings conducted by the City of Ontario. The Notice of Availability ("NOA") for the Draft EIR was sent on April 4, 2024 to interested persons and organizations, the State Clearinghouse for distribution to public agencies, posted at the San Bernardino County Clerk’s office and the City of Ontario, and published in the Inland Valley Daily Bulletin. Additionally, copies of the Draft EIR were made available for review at City Hall, the Ovitt Family Community Library, as well as on the City's website; and

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

WHEREAS, the Project is located within the Airport Influence Area of Ontario International Airport, which encompasses lands within parts of San Bernardino, Riverside,

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

WHEREAS, the proposed Project is located within the Airport Influence Area of Chino Airport, within the City of Ontario boundary, and is subject to, and must be consistent with, the policies criteria set forth in Reference I, Chino Airport Land Use Compatibility Plan (CNO ALUCP), which applies only to jurisdictions within City of Ontario, and addresses the safety, airspace protection, and overflight impacts of current and future airport activity; and

WHEREAS, the Application is a project pursuant to CEQA (Public Resources Code Section 21000, et seq.); and

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

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

WHEREAS, as the first action on the Project on June 25, 2024, the Planning Commission adopted a Resolution recommending the City Council certify the Final EIR (SCH# 2023110328) and approve the Mitigation Monitoring and Reporting Program and a Statement of Overriding Considerations prepared pursuant to CEQA, the State CEQA Guidelines, and the City of Ontario Local CEQA Guidelines; and

WHEREAS, on June 25, 2024, the Planning Commission of the City of Ontario conducted a hearing to consider the Project, and concluded said hearing on that date; and

WHEREAS, on July 16, 2024, the City Council adopted a Resolution certifying the Final EIR (SCH# 2023110328) and approved the Mitigation Monitoring and Reporting Program and a Statement of Overriding Considerations prepared pursuant to CEQA, the State CEQA Guidelines, and the City of Ontario Local CEQA Guidelines; and

WHEREAS, on July 16, 2024, the City Council of the City of Ontario conducted a hearing to consider the Project, and concluded said hearing on that date; and

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

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

SECTION 1: ***Environmental Determination and Findings.*** As the decision-making body for the Project, the City Council has reviewed and considered the information contained in the Final EIR and supporting documentation. Based upon the facts and information contained in the Final EIR and supporting documentation, including all written and oral evidence presented to the City Council, the City Council finds as follows:

(1) The environmental impacts of this Project were reviewed in conjunction with the Ontario Regional Sports Complex ("OSRC") Final EIR (State Clearinghouse No. 2023110328) that was prepared; and

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

(3) The Final EIR was completed in compliance with CEQA and the Guidelines promulgated thereunder, and the City of Ontario Local CEQA Guidelines; and

(4) The Final EIR reflects the independent judgment of the City Council.

SECTION 2: ***City Council Action.*** Based on the entire record before the City Council and all written and oral evidence presented, the City Council finds the Final EIR complies with CEQA for the following reasons:

(1) The Final EIR analyzes the environmental effects of the Project and finds that, if the OSRC is adopted as proposed by this plan, and with the implementation of proposed mitigation measures, the following impacts will still be significant and unavoidable: agricultural resources (loss of Prime Farmland soils), air quality (inconsistent with AQMP cumulative impacts for long-term regional operational emissions), greenhouse gasses emissions (inconsistent with plans adopted to reduce GHG emissions, magnitude of GHG emissions), noise (mobile source), and transportation (increase in vehicle miles traveled); and

(2) The City Council further finds that the Findings of Facts and Statement of Overriding Considerations, demonstrates that the ORSC's benefits outweigh its significant and unavoidable impacts, and therefore the City would be justified in approving the ORSC notwithstanding said significant and unavoidable impacts.

SECTION 3: ***Housing Element Compliance.*** Pursuant to the requirements of California Government Code Chapter 3, Article 10.6, commencing with Section 65580, as the decision-making body for the Project, the City Council finds that based upon the facts and information contained in the Application and supporting documentation, at the time of Project implementation, the project is consistent with the Housing Element of the Policy Plan (general plan) component of TOP.

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

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

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

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

(1) ***The proposed Zone Change is consistent with the goals, policies, plans and exhibits of the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan as follows:***

Land Use Element:

- Goal LU1: A community that has a spectrum of housing types and price ranges that match the jobs in the City and that make it possible for people to live and work in Ontario and maintain a quality of life.

  - LU-1.6: *Complete Community*. We incorporate a variety of land uses and building types in our land use planning efforts that result in a complete community where residents at all stages of life, employers, workers, and visitors have a wide spectrum of choices of where they can live, work, shop and recreate within Ontario.

Compliance: The proposed Zone Change will reflect the existing uses of the properties or closely coordinates with land use designations in the surrounding area and provides opportunities for choice in living environments.

- Goal LU2: Compatibility between a wide range of uses.

  - LU-2.1: *Land Use Decisions*. We minimize adverse impacts on adjacent properties when considering land use and zoning requests.

Compliance: The proposed Zone Change reflects the existing uses of the properties or closely coordinates with land use designations in the surrounding area and will not create adverse impacts on adjacent properties.

- Goal LU5: Integrated airport systems and facilities that minimize negative impacts to the community and maximize economic benefits.

  - LU-5.7: *ALUCP Consistency with Land Use Regulations*. We comply with state law that requires general plans, specific plans and all new development be consistent with the policies and criteria set forth within an Airport Land Use Compatibility Plan for any public use airport.

Compliance: The proposed Zone Change is consistent with the Ontario Airport ALUCP.

Safety Element — Noise Hazards:

- Goal S4: An environment where noise does not adversely affect the public's health, safety, and welfare.

- S-4.6: *Airport Noise Compatibility*. We utilize information from Airport Land Use Compatibility Plans to prevent the construction of new noise sensitive land uses within airport noise impact zones.

Compliance: The City is proposing zone changes across the City, as illustrated in Exhibit A, to align with the TOP Vision. Furthermore, these zoning adjustments are an integral component of the City's continuous endeavors to influence and improve future development and land use patterns as outlined in The Ontario Plan; and

(2) ***The proposed Zone Change would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City.*** The proposed zoning changes are compatible with the existing zoning and land uses in the surrounding area. In addition, Land Use Policies LU-2.3, LU-2.4, LU-2.5, and LU-2.6 would reduce the amount of conflict between contradicting land uses; and

(3) ***The proposed Zone Change will not adversely affect the harmonious relationship with adjacent properties and land uses.*** The implementation of the Project would not lead to physical improvements that could potentially divide an established community. Moreover, the Land Use Policies LU-2.3, LU-2.4, LU-2.5, and LU-2.6 would serve to minimize conflicts between conflicting land uses. As a result, no adverse impacts are anticipated; and

(4) ***The subject site is physically suitable, including, but not limited to, parcel sizes, shapes, access, and availability of utilities, for the request and anticipated development.*** The proposed zone changes are aimed at facilitating the systematic development of the Project sites. This will be achieved by rezoning parcels that constitute the Project sites, rendering it physically conducive for any anticipated future development and associated permitted land uses.

SECTION 6: ***City Council Action.*** Based upon the findings and conclusions set forth in Sections 1 through 5, above, the CITY COUNCIL hereby APPROVES the herein described Application, as detailed in "Exhibit A" attached hereto and incorporated herein by this reference.

SECTION 7: ***Custodian of Records.*** The documents and materials that constitute the record of proceedings on which these findings have been based are located at the City of Ontario City Hall, 303 East "B" Street, Ontario, California 91764. The custodian for these records is the City Clerk of the City of Ontario.

SECTION 8: Effective Date. This ordinance takes effect immediately upon its adoption.

SECTION 9: Publication. The City Clerk shall either: (a) have this ordinance published in a newspaper of general circulation within 15 days after its adoption or (b)

have a summary of this ordinance published twice in a newspaper of general circulation, within 15 days after its adoption.

SECTION 10: This Severability. If any provision of this ordinance or its application to any person or circumstance is held to be invalid, such invalidity has no effect on the other provisions or applications of the ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this ordinance are severable. The City Council declares that it would have adopted this ordinance irrespective of the invalidity of any portion thereof.

SECTION 11: The Mayor shall sign this Ordinance and the City Clerk shall certify as to the adoption and shall cause a summary thereof to be published at least twice, in a newspaper of general circulation in the City of Ontario, California within fifteen 15) days of the adoption. The City Clerk shall post a certified copy of this ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this _____ day of _____ 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Ordinance No. _____ was duly introduced at a regular meeting of the City Council of the City of Ontario held _____ and adopted at the regular meeting held _____, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

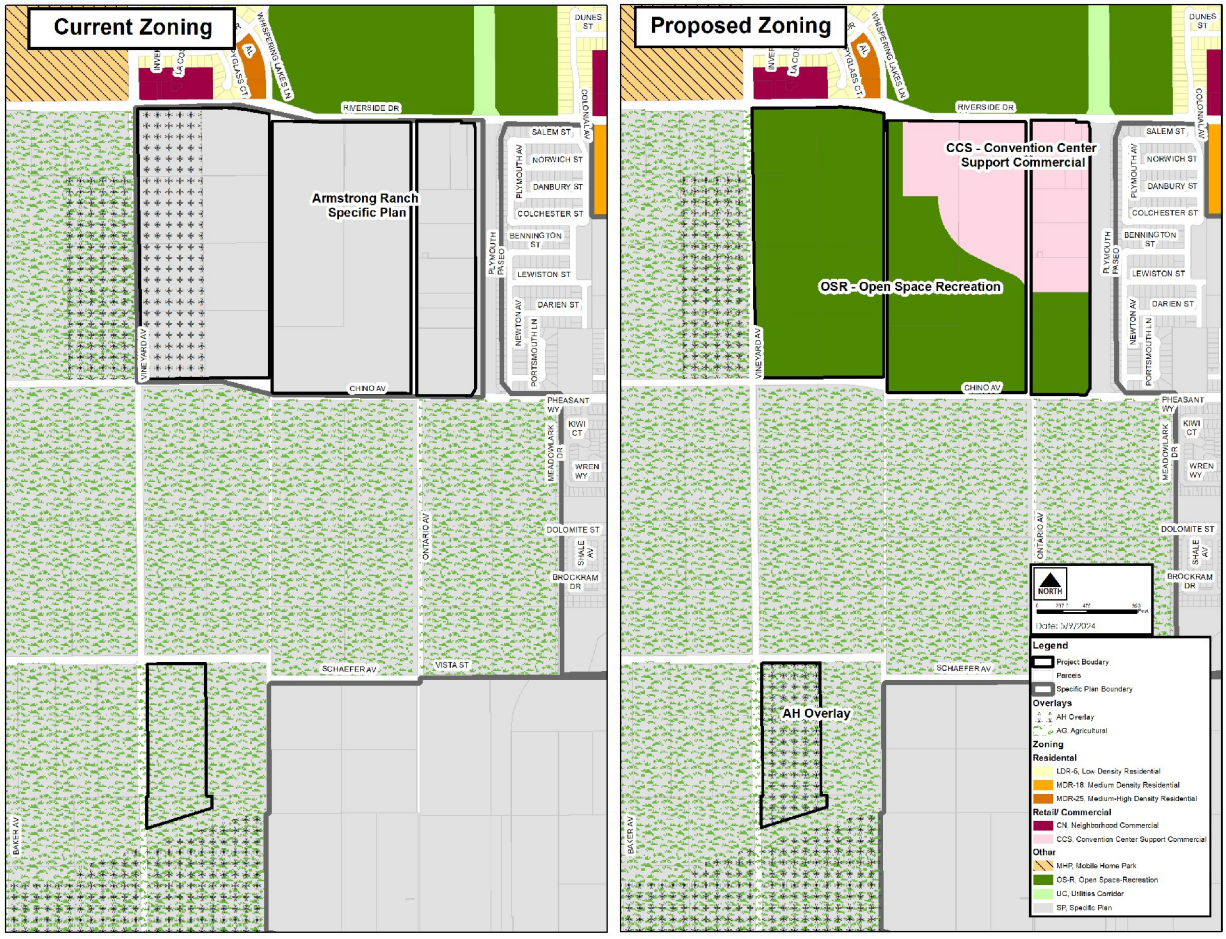
(SEAL)

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

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

Exhibit A: File No. PZC-23-004 Proposed Zone Change



CITY OF ONTARIO *Agenda Report* **July 16, 2024**	**SECTION:** **PUBLIC HEARINGS**
Department: Financial Services Prepared By: Nathaniel Gibson Staff Member Presenting: Armen Harkalyan, Executive Director of Finance Reviewed By: Claudia Hernandez Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 29

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

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

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

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner
Focus Resources in Ontario's Commercial and Residential Neighborhoods

FISCAL IMPACT: The proposed Fiscal Year 2024-25 total special assessment revenue will be $665,668 from OPMAD Nos. 1, 2 and 3, and 4. For OPMAD Nos. 1, 2, and 3 (Zone 2000-1) the total estimated cost of $595,145 for administrative, operation, and maintenance will exceed assessment revenues of $264,555 by $330,590. The estimated difference of $330,590 will be funded as a transfer-in from the General Fund. The Fiscal Year 2024-25 Adopted Budget includes a funding transfer of $300,000. If additional funding is needed, it will be included in a future quarterly budget update. The assessment revenues for OPMAD No. 3 (Zone 2000-2) and OPMAD No. 4 are sufficient to pay all expenses within the respective districts.

BACKGROUND & ANALYSIS: The first of these districts was formed in 1976 pursuant to the Landscaping and Lighting Act of 1972 (the 1972 Act). Additional territories are annexed to the districts from time to time as development proceeds. The districts were formed to help minimize the continually increasing cost of maintaining and operating the landscaping along public streets

where the property owners do not have direct access to the landscaping. A special assessment is levied annually on benefiting properties for the cost of operation and maintenance of certain parkway landscaping facilities within the districts. The City's Public Works Agency establishes the annual operation and maintenance costs and administers the maintenance of the landscaping. As required by the 1972 Act, an Engineer's Report for each district is prepared annually by the City's consultant, Harris & Associates, which apportions these costs to each parcel within the districts. The locations of the districts are shown on the maps attached to this report.

OPMAD Nos. 1, 2, and 3 are comprised of single-family residential developments. Due to varying characteristics, the districts are organized into benefit zones and/or maintenance areas. Each zone or maintenance area is assessed for only the operation and maintenance of the facilities from which it receives special direct benefit. The total assessment for each maintenance area is then apportioned to its constituent parcels. Special assessment revenue will be generated in the combined amount of $288,016 from OPMAD Nos. 1, 2 and 3. In Exhibit A, are the proposed and maximum tax rates for Fiscal Year 2024-25 and the assessed tax rates for Fiscal Year 2023-24.

OPMAD No. 4 is comprised of single-family residential tracts and the Ontario Mills development area. The district is organized into 6 maintenance areas. Each maintenance area is assessed for only the operation and maintenance of the facilities from which it receives direct special benefit. The total assessment for each maintenance area is then apportioned to its constituent parcels. The assessments for OPMAD No. 4 will generate a total of $377,652. OPMAD No. 4 will generate sufficient revenue to pay all expenses within the service area. The assessed tax rates for Fiscal Year 2023-24, and the maximum and proposed tax rates for Fiscal Year 2024-25, are shown in Exhibit A.

On June 18, 2024, the City Council adopted Resolutions which ordered the preparation of Engineer's Reports for the annual levy of assessments within each district, preliminarily approved the Engineer's Reports, declared Council's intention to levy and collect assessments within the districts for the referenced fiscal year, and set July 16, 2024, as the date for the public hearing for each district. Notices of the public hearings have been published, and proof of publication is on file in the Records Management Department.

The Engineer's Reports, which have been prepared for each district pursuant to the 1972 Act, are on file in the Records Management Department. Each report includes plans and specifications for the improvements and maintenance, an estimate of costs, a diagram of the area proposed to be assessed, and an assessment of the costs to the various parcels within each District.

Exhibit A

Ontario Parkway Maintenance Assessment Districts 1, 2 & 3

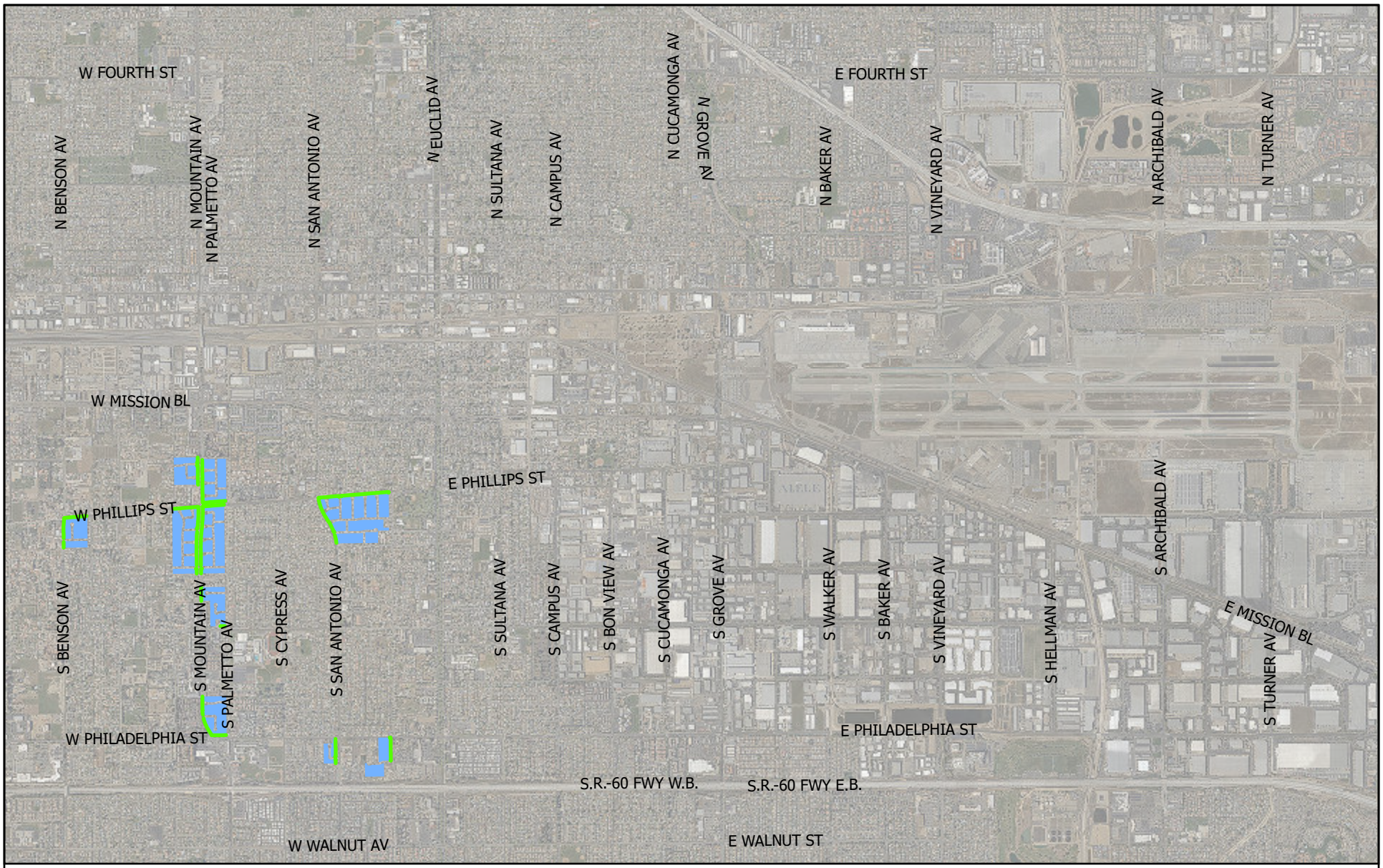
Proposed Levy Rates FY 2024-25

	Prior Year 2023-24	Maximum 2024-25	Proposed 2024-25
OPMAD No. 1	$ 66.32 per Lot	$ 66.32 per Lot	$ 66.32 per Lot
OPMAD No. 2	$ 34.04 per Lot	$ 34.04 per Lot	$ 34.04 per Lot
OPMAD No. 3, Zone 2000-1	$ 41.29 per Lot	$ 41.29 per Lot	$ 41.29 per Lot
OPMAD No. 3, Zone 2000-2	$ 201.81 per Lot	$ 294.38 per Lot	$ 207.62 per Lot

Ontario Parkway Maintenance Assessment District 4

Proposed Levy Rates FY 2024-25

	Prior Year 2023-24	Maximum 2024-25	Proposed 2024-25
MA#99-1	$ 60.26 per Lot	$ 71.63 per Lot	$ 61.99 per Lot
MA#99-2	$ 392.59 per Lot	$ 451.83 per Lot	$ 403.89 per Lot
MA#99-3	$ 1,219.90 per Acre	$ 1,622.43 per Acre	$ 1,255.02 per Acre
MA#00-1	$ 286.77 per Lot	$ 444.99 per Lot	$ 295.02 per Lot
MA#04-1	$ 1,153.51 per Lot	$ 2,834.50 per Lot	$ 1,186.71 per Lot
MA#05-1	$ 1,584.77 per Lot	$ 3,513.51 per Lot	$ 1,630.38 per Lot



Ontario Parkway Maintenance District No. 1 Vicinity Map

Legend

- Areas Maintained
- Boundary of Area Assessed

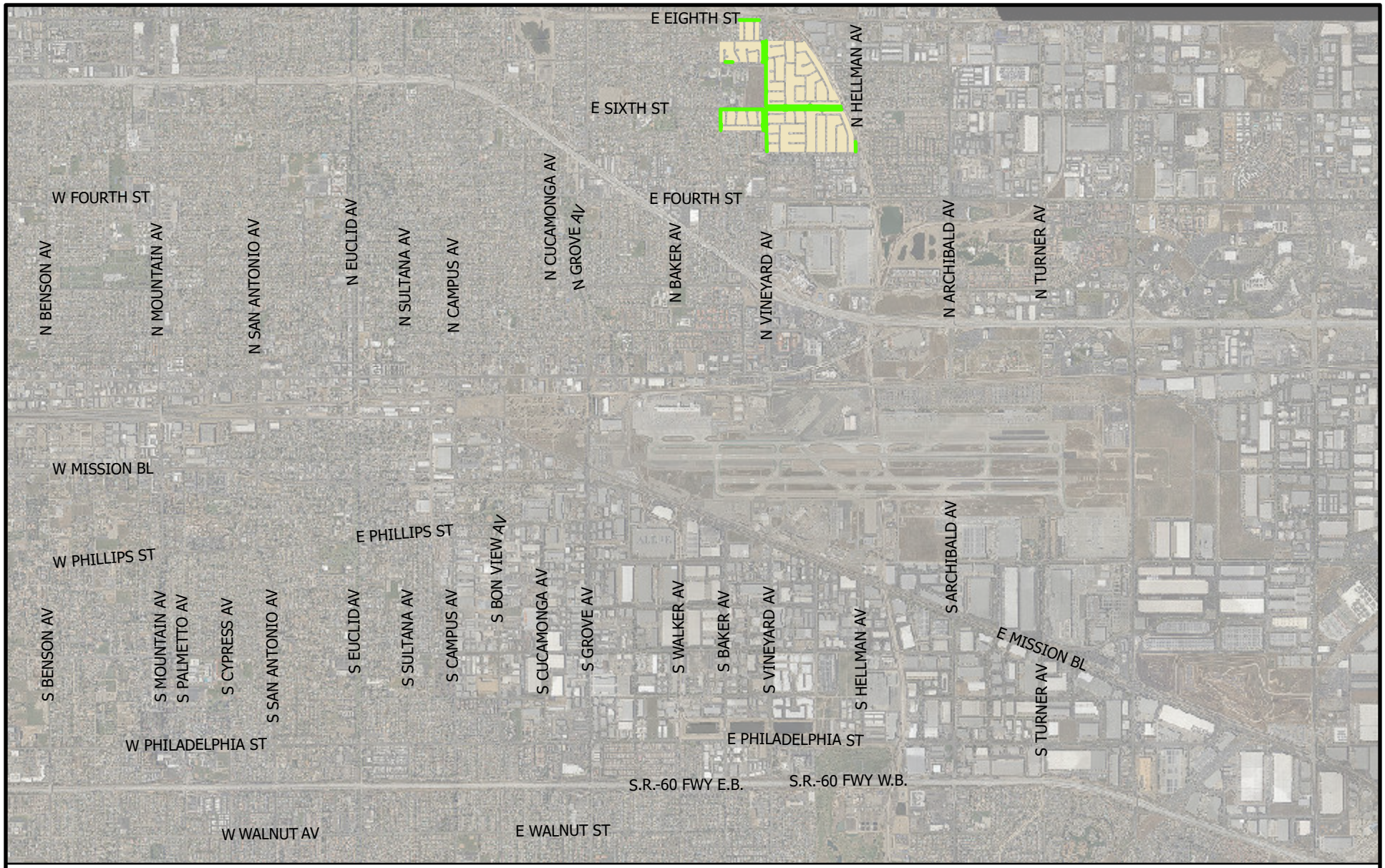
N
W E
S

0 0.38 0.75 Miles

Note: Reference is hereby made to the Maps of the Assessor of the County of San Bernardino, California. For detailed descriptions of the lines and dimensions of the parcels shown hereon.

Date: 5/8/2024

CITY OF ONTARIO



Ontario Parkway Maintenance District No. 2 Vicinity Map

CITY OF ONTARIO

Legend

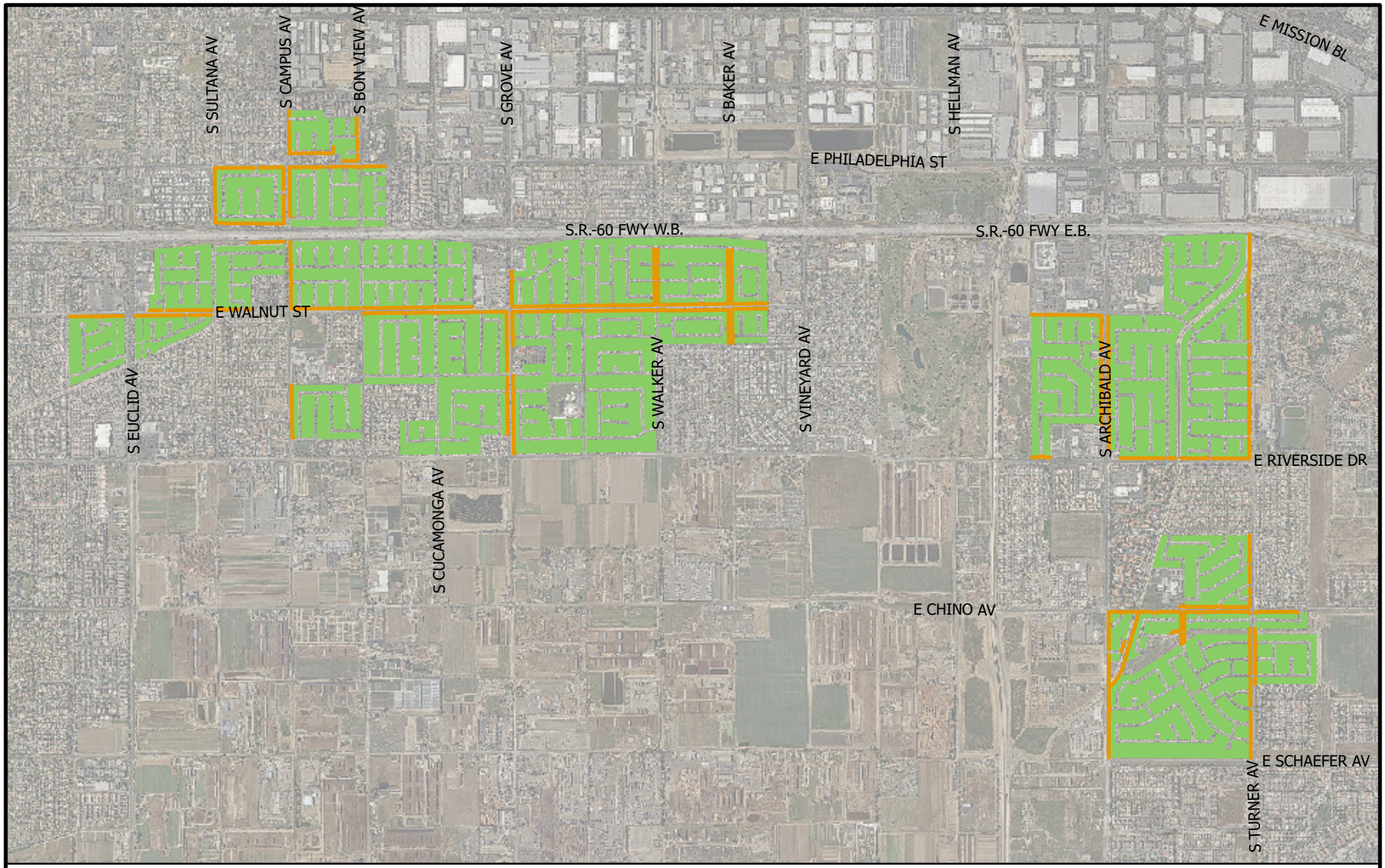
- Areas Maintained
- Boundary of Area Assessed

N
W E
S

0 0.47 0.95 Miles

Note: Reference is hereby made to the Maps of the Assessor of the County of San Bernardino, California. For detailed descriptions of the lines and dimensions of the parcels shown hereon.

Date: 5/8/2024



Ontario Parkway Maintenance District No. 3 Vicinity Map

Legend

- Areas Maintained
- Boundary of Zone 2000-1

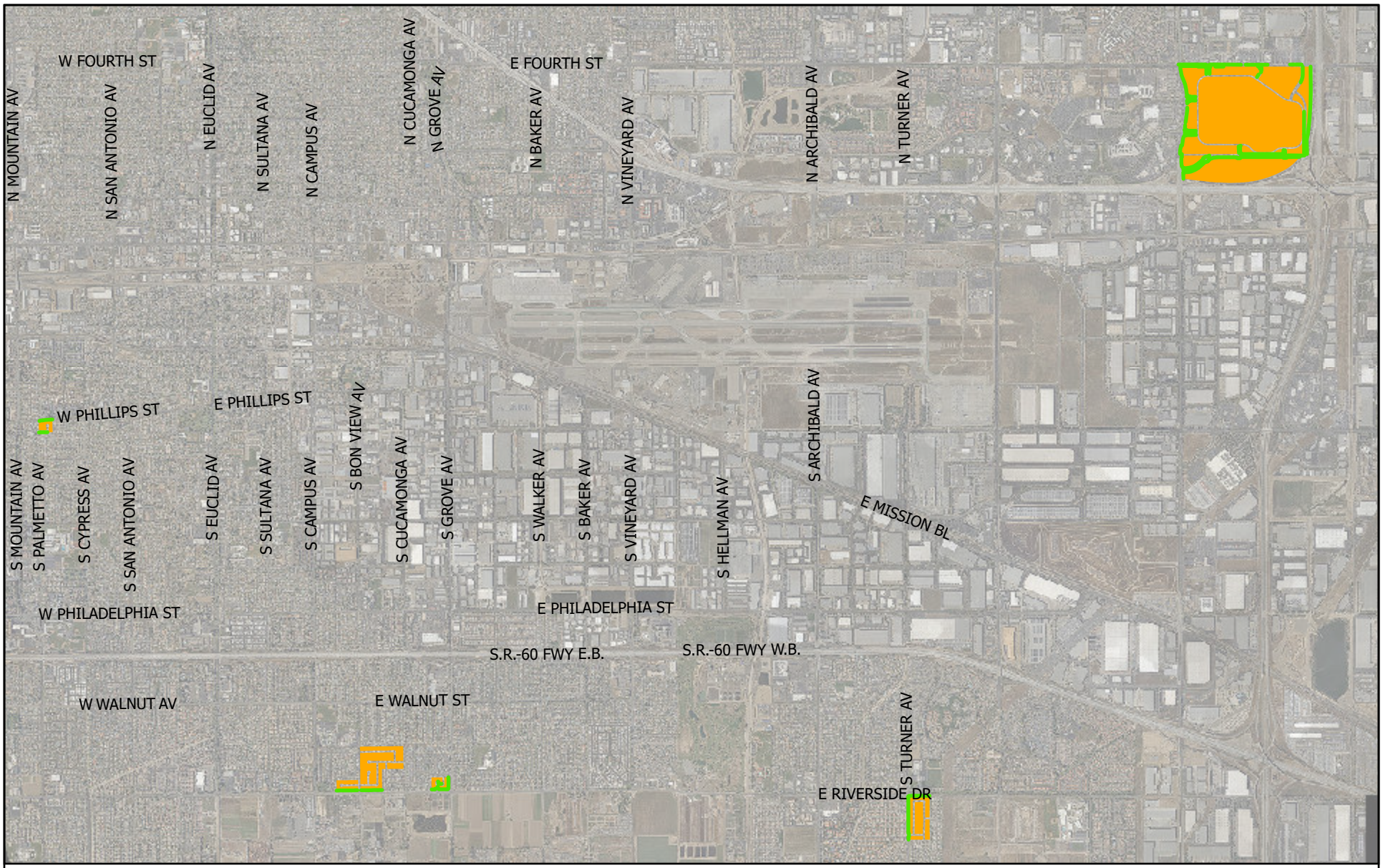
N W E S

0 0.28 0.55 Miles

Note: Reference is hereby made to the Maps of the Assessor of the County of San Bernardino, California. For detailed descriptions of the lines and dimensions of the parcels shown hereon.

Date: 5/8/2024

CITY OF ONTARIO



Ontario Parkway Maintenance District No. 4 Vicinity Map

Legend

- Areas Maintained
- MA - # Boundary and Maintenance Area #

N
W E
S

0 0.42 0.85 Miles

Note: Reference is hereby made to the Maps of the Assessor of the County of San Bernardino, California. For detailed descriptions of the lines and dimensions of the parcels shown hereon.

Date: 5/8/2024

CITY OF ONTARIO

RESOLUTION NO. _____

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

WHEREAS, the City Council of the City of Ontario, California, pursuant to the provisions of the "Landscaping and Lighting Act of 1972," being Division 15, Part 2, of the Streets and Highways Code of the State of California, did, by previous Resolution, order the preparation of Engineer's Reports for the annual levy of assessments, consisting of plans and specifications, cost estimates, diagrams of the districts, and the assessment relating to what are now known and designated as

CITY OF ONTARIO
PARKWAY MAINTENANCE ASSESSMENT DISTRICTS NO. 1, 2, 3 and 4

(hereinafter referred to as the Districts); and

WHEREAS, there have now been presented to this City Council the Reports as required by said Division 15 of the Streets and Highways Code and as previously directed by Resolution; and

WHEREAS, this City Council has approved on a preliminary basis the Reports by a previous Resolution, and ordered the Reports to be filed in the Records Management Department to be open to public inspection; and

WHEREAS, this City Council has now examined and reviewed the Reports as presented, and is satisfied with each and all of the items and documents as set forth therein, and is satisfied that the assessments have been spread in accordance with the benefits received from the maintenance to be performed as set forth in said Reports.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. That the above recitals are all true and correct.

SECTION 2. That the Reports as presented, consisting of the following:

A. Plans and Specifications,
B. Estimates of cost,
C. Diagrams of the Districts, and
D. Assessment of the estimated cost

Are hereby approved and are ordered to be filed in the Records Management Department, as a permanent record and to remain open to public inspection.

SECTION 3. That the City Clerk shall certify the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation of the Engineer's Reports.

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

PASSED, APPROVED, AND ADOPTED this 16th day of July, 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, CONFIRMING THE DIAGRAMS AND ASSESSMENTS, AND PROVIDING FOR THE ANNUAL ASSESSMENT LEVY WITHIN ONTARIO PARKWAY MAINTENANCE ASSESSMENT DISTRICTS NO. 1, 2 AND 3 FOR FISCAL YEAR 2024-25.

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings for the annual levy of assessments in special maintenance districts pursuant to the terms and provisions of the "Landscaping and Lighting Act of 1972," being Division 15, Part 2, of the Streets and Highways Code of the State of California in what is known and designated as

CITY OF ONTARIO
PARKWAY MAINTENANCE ASSESSMENT DISTRICTS NO. 1, 2 AND 3

(hereinafter referred to as the Districts); and

WHEREAS, the City Council has ordered the preparation of the Engineer's Reports, and the Engineer's Reports have been prepared and filed with this City Council pursuant to law for its consideration, and subsequently thereto this City Council did adopt its Resolution of Intention to levy and collect assessments for the referenced fiscal year relating to the above referenced Districts, and further did proceed to give notice of the time and place for a Public Hearing on all matters relating to said annual levy of the proposed assessments; and

WHEREAS, at this time this City Council has heard all testimony and evidence and is desirous of proceeding with said annual levy of assessments.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. That the above recitals are all true and correct.

SECTION 2. That upon the conclusion of the Public Hearing, written protests filed and not withdrawn are hereby overruled and denied.

SECTION 3. That the estimates of costs, the assessment diagrams, the assessments and all other matters, as set forth in the Engineer's Reports pursuant to said "Landscaping and Lighting Act of 1972," as submitted, are hereby approved, adopted by this City Council, and hereby confirmed.

SECTION 4. That this City Council hereby confirms and orders the annual levy of the assessments for the referenced fiscal year in the amounts as set forth in the Engineer's Reports, and as referred to in the Resolution of Intention as previously adopted relating to said annual assessment levy.

SECTION 5. That the adoption of this Resolution constitutes the levy of the assessments for the referenced fiscal year.

SECTION 6. That the maintenance work of improvements contemplated by the Resolution of Intention shall be performed pursuant to law.

SECTION 7. That the County Auditor shall enter on the County Assessment Roll the amount of the Assessment and said Assessment shall then be collected at the same time and in the same manner as the County taxes are collected. After collection by said County, the net amount of the assessment shall be paid to the City Treasurer of said City.

SECTION 8. That the City Treasurer has previously established a special fund into which the City Treasurer shall place all monies collected by the Tax Collector pursuant to the provisions of the Resolution and the law, and said transfer shall be made and accomplished as soon as said monies have been made available to said City Treasurer.

SECTION 9. That the City Manager is hereby ordered and directed to file, or cause to be filed, the assessment roll with the County Auditor, together with a certified copy of this Resolution upon its adoption.

SECTION 10. That a certified copy of the assessments and diagrams shall be filed in the Office of the City Manager, with a duplicate copy on file in the Records Management Department and open for public inspection.

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

PASSED, APPROVED, AND ADOPTED this 16th day of July, 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

RESOLUTION NO. _____

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

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings for the levy of the annual assessment in a special maintenance district created pursuant to the terms of the "Landscaping and Lighting Act of 1972", being Division 15, Part 2 of the Streets and Highways Code of the State of California (the "Landscaping Act"), Article XIIID of the Constitution of the State of California ("Article XIIID") and the Proposition 218 Omnibus Implementation Act (Government Code Section 53750 and following) (the "Implementation Act") (the Landscaping Act, Article XIIID and the Implementation Act may be referred to collectively herein as the "Assessment Law"), in a special maintenance district known and designated as

CITY OF ONTARIO
PARKWAY MAINTENANCE ASSESSMENT DISTRICT NO. 4

(hereinafter referred to as the "District"); and

WHEREAS, the City Council has ordered the preparation of an Engineer's Report, and such a report (the "Assessment Engineer's Report") has been prepared and filed with this City Council for its consideration pursuant to Assessment Law, and subsequently thereto this City Council did adopt its Resolution of Intention to levy and collect assessments for the referenced fiscal year relating to the above-referenced District, and further did proceed to give notice of the time and place for the Public Hearing on all matters relating to said annual levy of the proposed assessment; and

WHEREAS, at this time this City Council has heard all testimony and evidence and is desirous of proceeding with said annual levy of assessments.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. That the above recitals are all true and correct.

SECTION 2. That upon the conclusion of the Public Hearing, written protests filed and not withdrawn are hereby overruled and denied.

SECTION 3. That based upon the Assessment Engineer's Report and the testimony and other evidence presented at the public hearing, the City Council hereby makes the following determinations regarding the assessments proposed to be imposed for the referenced Fiscal Year:

A. The proportionate special benefit derived by each individual parcel assessed has been determined in relationship to the entirety of the cost of the operations and maintenance expenses.

B. The assessments do not exceed the reasonable cost of the proportional special benefit conferred on each parcel.

C. Only the special benefits have been assessed.

D. There are no publicly owned parcels within the District.

E. The assessments do not exceed the maximum annual assessments previously authorized to be levied pursuant to the Assessment Law.

The estimates of costs, the assessment diagram, the assessments and all other matters, as set forth in the Assessment Engineer's Report pursuant to the Assessment Law as submitted, are hereby approved, adopted by this City Council, and hereby confirmed.

SECTION 4. That this City Council hereby confirms and orders the annual levy of the assessments for the referenced fiscal year in the amounts as set forth in the Assessment Engineer's Report, and as referred to in the Resolution of Intention as previously adopted relating to said annual assessment levy.

SECTION 5. That the adoption of this Resolution constitutes the levy of the assessments for the fiscal year.

SECTION 6. That the maintenance work of improvements contemplated by the Resolution of Intention shall be performed pursuant to law.

SECTION 7. That the County Auditor shall enter on the County Assessment Roll the amount of the Assessment and said Assessment shall then be collected at the same time and in the same manner as the County taxes are collected. After collection by said County, the net amount of the assessment shall be paid to the City Treasurer of said City.

SECTION 8. That the City Treasurer has previously established a special fund into which the City Treasurer shall place all monies collected by the Tax Collector pursuant to the provisions of the Resolution and the law, and said transfer shall be made and accomplished as soon as said monies have been made available to said City Treasurer.

SECTION 9. That the City Manager is hereby ordered and directed to file, or cause to be filed, the assessment roll with the County Auditor, together with a certified copy of this Resolution upon its adoption.

SECTION 10. That a certified copy of the assessment and diagram shall be filed in the Office of the City Manager, with a duplicate copy on file in the Records Management Department and open for public inspection.

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

PASSED, APPROVED, AND ADOPTED this 16th day of July, 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

CITY OF ONTARIO *Agenda Report* **July 16, 2024**	**SECTION:** **PUBLIC HEARINGS**
Department: Financial Services Prepared By: Nathaniel Gibson Staff Member Presenting: Armen Harkalyan, Executive Director of Finance Reviewed By: Claudia Hernandez Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 30

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

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

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

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner
Focus Resources in Ontario's Commercial and Residential Neighborhoods

FISCAL IMPACT: The proposed Fiscal Year 2024-25 total special assessment revenue will be $350,101 from the SLMD No. 1 and $104,778 from SLMD No. 2. A portion of the facilities within SLMD No. 1 provides a general benefit to the public at large and cannot be funded with the assessment. The general benefit amount of $6,771 will be funded by the General Fund and is included in the City's Fiscal Year 2024-25 Adopted Budget. Excluding the General Benefit portion located in SLMD No. 1, both districts will have sufficient revenue to cover expenditures.

BACKGROUND & ANALYSIS: Street Lighting Maintenance District No. 1 was formed in 1984, and Street Lighting Maintenance District No. 2 was formed in 1999, pursuant to the Landscaping and Lighting Act of 1972 (the 1972 Act), to help minimize the continually increasing cost for maintaining and operating the City's street lighting system. A special assessment is levied annually on benefiting properties for the cost of maintenance and operation of certain street lighting facilities within the districts. The locations of the districts are shown on the provided maps.

The City's Public Works Agency establishes the annual maintenance costs and maintains the street lighting system. As required by the 1972 Act, an Engineer's Report for each district is prepared annually by the City's consultant, Harris & Associates, apportioning the costs to each parcel within the districts. The districts are comprised of commercial, industrial and some multi-family residential properties. Due to varying characteristics, the districts are organized into benefit zones and/or maintenance areas. Each zone/maintenance area is assessed for only the operation and maintenance of the facilities from which it receives direct special benefit. The total assessment for each zone/maintenance area is then apportioned to its constituent parcels. Therefore, the assessments are unique and specific to each individual parcel of property.

The City's proposed Fiscal Year 2024-25 levy for the two street light maintenance districts is based on the previous year's actual expenses. The proposed total assessments for tax year 2024-25 are $350,101 in SLMD No. 1, and $104,778 in SLMD No. 2. A portion of the facilities within SLMD No. 1 provide general benefit to the public at large and cannot be funded with the assessment. The general benefit amount of $6,771 will be funded by the General Fund and is included in the City's Adopted Fiscal Year 2024-25 Budget. The assessed tax rates for Fiscal Year 2023-24, and the maximum and proposed tax rates for Fiscal Year 2024-25, are shown in Exhibit A.

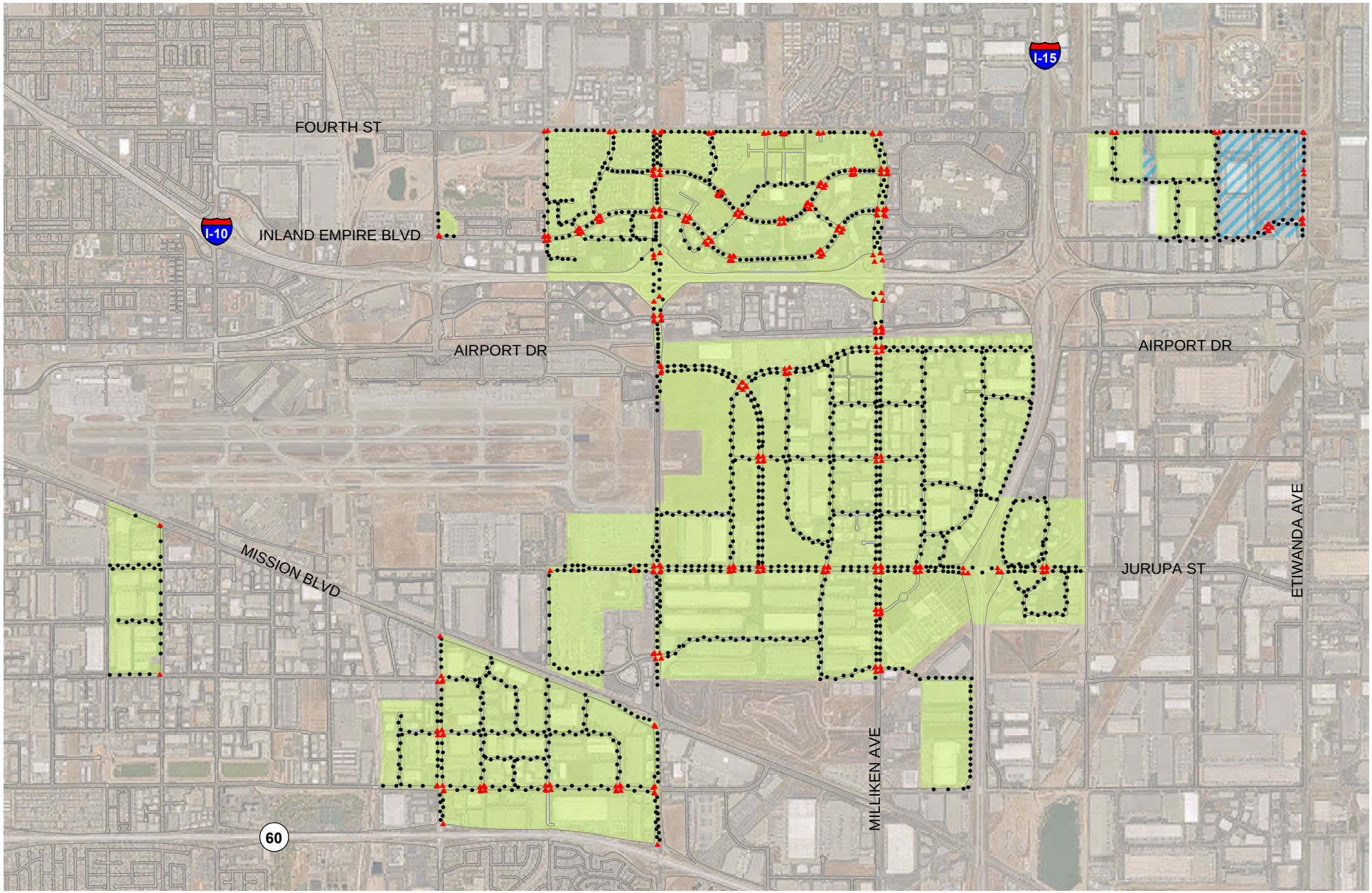
On June 18, 2024, the City Council adopted Resolutions which ordered the preparation of Engineer's Reports for the annual levy of assessments within each district, preliminarily approved the Engineer's Reports, declared City Council's intention to levy and collect assessments within the districts for the referenced fiscal year, and set July 16, 2024, as the date for the public hearing for each district. Notices of the public hearings have been published, and proof of publication is on file in the Records Management Department.

The Engineer's Reports, which have been prepared for each district pursuant to the 1972 Act, are on file in the Records Management Department. Each district's report is on file in the Records Management Department. Each report includes plans and specifications for the improvements being operated and maintained, an estimate of costs, a diagram of the area proposed to be assessed, and an assessment of the costs to the various parcels within the districts.

EXHIBIT A

Street Light Maintenance Districts Proposed Levy Rates FY 2024-25

		Prior Year 2023-24	Maximum 2024-25	Proposed 2024-25
SLMD No. 1, Zone 2000-1	per AU	$ 116.00	$ 190.00	$ 119.00
SLMD No. 1, Zone 2000-2	per AU	$ 67.00	$ 156.00	$ 69.00
SLMD No. 2, MA# 99-1		$ 4,677.00	$ 13,571.00	$ 3,895.00
SLMD No. 2, MA# 99-2		$ 2,503.00	$ 6,748.00	$ 2,498.00
SLMD No. 2, MA# 99-3		$ 5,006.00	$ 11,246.00	$ 4,389.00
SLMD No. 2, MA# 99-4		$ 1,642.00	$ 4,504.00	$ 1,638.00
SLMD No. 2, MA# 99-5		$ 1,376.00	$ 4,222.00	$ 2,387.00
SLMD No. 2, MA# 99-6		$ 13,483.00	$ 39,410.00	$ 14,158.00
SLMD No. 2, MA# 99-7		$ 453.00	$ 1,219.00	$ 945.00
SLMD No. 2, MA# 99-8		$ 3,338.00	$ 8,997.00	$ 3,330.00
SLMD No. 2, MA# 00-1		$ 3,046.00	$ 4,140.00	$ 3,862.00
SLMD No. 2, MA# 00-2		$ 1,668.00	$ 2,762.00	$ 1,665.00
SLMD No. 2, MA# 00-3		$ 9,174.00	$ 15,181.00	$ 9,155.00
SLMD No. 2, MA# 00-4		$ 56,053.00	$ 86,929.00	$ 56,856.00



Street Light Maintenance District No.1
Vicinity Map

Legend

- Safety Light (339)
- Conventional (1,422)
- Zone 2000-1
- Zone 2000-2

N
W E
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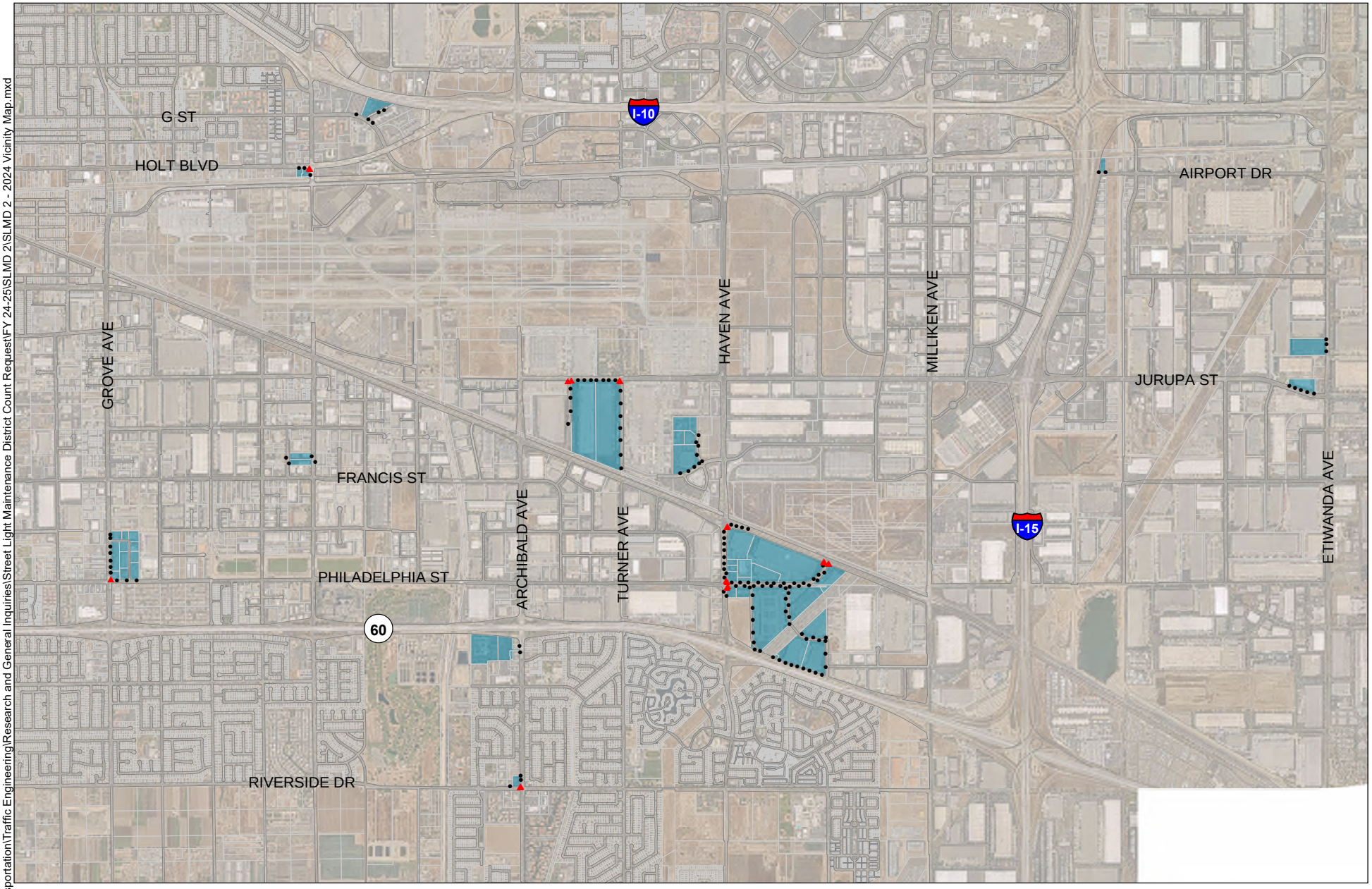
Note: Reference is hereby made to the Maps of The Assessor of the County of San Berndardino, California, for a detailed description of the lines and dimensions of the parcels shown hereon.

Date: 4/30/2024

2463

S:\Engineering\Traffic & Transportation\Traffic Engineering\Research and General Inquiries\Street Light Maintenance District Count Request\FY 24-25\SLMD 1\SLMD 1 - 2024 Vicinity Map.mxd



Street Light Maintenance District No. 2
Vicinity Map

CITY OF ONTARIO
SOUTHERN CALIFORNIA

Legend

- Safety Light (19)
- Conventional (134)
- Maintenance District 2

N
W E
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Note: Reference is hereby made to the Maps of The Assessor of the County of San Berndardino, California, for a detailed description of the lines and dimensions of the parcels shown hereon.

Date: 4/30/2024

2464

S:\Engineering\Traffic & Transportation\Traffic Engineering\Research and General Inquiries\Street Light Maintenance District Count Request\FY 24-25\SLMD 2\SLMD 2 - 2024 Vicinity Map.mxd

RESOLUTION NO. _____

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

WHEREAS, the City Council of the City of Ontario, California, pursuant to the provisions of the "Landscaping and Lighting Act of 1972," being Division 15, Part 2, of the Streets and Highways Code of the State of California, did, by previous Resolution, order the preparation of Engineer's Reports for the annual levy of assessments, consisting of plans and specifications, cost estimates, diagrams of the districts, and the assessments relating to what are now known and designated as

CITY OF ONTARIO
STREET LIGHTING MAINTENANCE DISTRICTS NO. 1 AND 2

(hereinafter referred to as the Districts); and

WHEREAS, there have now been presented to this City Council the Reports as required by said Division 15 of the Streets and Highways Code and as previously directed by Resolution; and

WHEREAS, this City Council has approved on a preliminary basis the Reports by a previous Resolution, and ordered the Reports to be filed in the Records Management Department to be open to public inspection; and

WHEREAS, this City Council has now examined and reviewed the Reports as presented, and is satisfied with each and all of the items and documents as set forth therein, and is satisfied that the assessments have been spread in accordance with the benefits received from the maintenance to be performed as set forth in said Reports.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. That the above recitals are all true and correct.

SECTION 2. That the Reports as presented, consisting of the following:

A. Plans and Specifications,
B. Estimates of cost,
C. Diagrams of the Districts, and
D. Assessment of the estimated costs

are hereby approved, and are ordered to be filed in the Records Management Department, as a permanent record and to remain open to public inspection.

SECTION 3. That the City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation of the Engineer's Reports.

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

PASSED, APPROVED, AND ADOPTED this 16th day of July, 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

RESOLUTION NO. _____

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

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings for the levy of the annual assessment in a street lighting maintenance district created pursuant to the terms of the "Landscaping and Lighting Act of 1972", being Division 15, Part 2 of the Streets and Highways Code of the State of California (the "Lighting Act"), Article XIIID of the Constitution of the State of California ("Article XIIID") and the Proposition 218 Omnibus Implementation Act (Government Code Section 53750 and following) (the "Implementation Act") (the Lighting Act, Article XIIID and the Implementation Act may be referred to collectively herein as the "Assessment Law"), in a special maintenance district known and designated as

CITY OF ONTARIO
STREET LIGHTING MAINTENANCE DISTRICT NO. 1

(hereinafter referred to as the "District"); and

WHEREAS, the City Council has ordered the preparation of an Engineer's Report, and such report (the "Assessment Engineer's Report") has been prepared pursuant to the Assessment Law and filed with this City Council for its consideration, and subsequently thereto this City Council did adopt its Resolution of Intention to levy and collect assessments for the referenced fiscal year relating to the above-referenced District, and further did proceed to give notice of the time and place for the Public Hearing on all matters relating to said annual levy of the proposed assessment; and

WHEREAS, at this time this City Council has heard all testimony and evidence and is desirous of proceeding with said annual levy of assessments.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. That the above recitals are all true and correct.

SECTION 2. That upon the conclusion of the Public Hearing, written protests filed and not withdrawn are hereby overruled and denied.

SECTION 3. That based upon the Assessment Engineer's Report and the testimony and other evidence presented at the public hearing, the City Council hereby makes the following determinations regarding the assessments proposed to be imposed for the referenced fiscal year:

A. The proportionate special benefit derived by each individual parcel assessed has been determined in relationship to the entirety of the cost of the operations and maintenance expenses.

B. The assessments do not exceed the reasonable cost of the proportional special benefit conferred on each parcel.

C. Only the special benefits have been assessed.

D. All parcels within the District that are owned or used either by a local government, the State of California or the United States and which specially benefit from the improvements to be maintained are being assessed.

E. The assessments do not exceed the maximum annual assessments previously authorized to be levied pursuant to the Assessment Law.

The estimate of costs, the assessment diagram, the assessments and all other matters, as set forth in the Assessment Engineer's Report pursuant to the Assessment Law as submitted, are hereby approved, adopted by this City Council, and hereby confirmed.

SECTION 4. That this City Council hereby confirms and orders the annual levy of the assessments for the referenced fiscal year in the amounts as set forth in the Assessment Engineer's Report, and as referred to in the Resolution of Intention as previously adopted relating to said annual assessment levy.

SECTION 5. That the adoption of this Resolution constitutes the levy of the assessments for the fiscal year.

SECTION 6. That the maintenance work of improvements contemplated by the Resolution of Intention shall be performed pursuant to law.

SECTION 7. That the County Auditor shall enter on the County Assessment Roll the amount of the Assessment and said Assessment shall then be collected at the same time and in the same manner as the County taxes are collected. After collection by said County, the net amount of the assessment shall be paid to the City Treasurer of said City.

SECTION 8. That the City Treasurer has previously established a special fund into which the City Treasurer shall place all monies collected by the Tax Collector pursuant to the provisions of the Resolution and the law, and said transfer shall be made and accomplished as soon as said monies have been made available to said City Treasurer.

SECTION 9. That the City Manager is hereby ordered and directed to file, or cause to be filed, the assessment roll with the County Auditor, together with a certified copy of this Resolution upon its adoption.

SECTION 10. That a certified copy of the assessment and diagram shall be filed in the Office of the City Manager, with a duplicate copy on file in the Records Management Department and open for public inspection.

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

PASSED, APPROVED, AND ADOPTED this 16th day of July, 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

RESOLUTION NO. _____

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

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings for the levy of the annual assessment in a street lighting maintenance district created pursuant to the terms of the "Landscaping and Lighting Act of 1972", being Division 15, Part 2 of the Streets and Highways Code of the State of California (the "Lighting Act"), Article XIIID of the Constitution of the State of California ("Article XIIID") and the Proposition 218 Omnibus Implementation Act (Government Code Section 53750 and following) (the "Implementation Act") (the Lighting Act, Article XIIID and the Implementation Act may be referred to collectively herein as the "Assessment Law"), in a special maintenance district known and designated as

CITY OF ONTARIO
STREET LIGHTING MAINTENANCE DISTRICT NO. 2

(hereinafter referred to as the "District"); and

WHEREAS, the City Council has ordered the preparation of an Engineer's Report, and such report (the "Assessment Engineer's Report") has been prepared pursuant to the Assessment Law and filed with this City Council for its consideration, and subsequently thereto this City Council did adopt its Resolution of Intention to levy and collect assessments for the referenced fiscal year relating to the above-referenced District, and further did proceed to give notice of the time and place for the Public Hearing on all matters relating to said annual levy of the proposed assessment; and

WHEREAS, at this time this City Council has heard all testimony and evidence and is desirous of proceeding with said annual levy of assessments.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. That the above recitals are all true and correct.

SECTION 2. That upon the conclusion of the Public Hearing, written protests filed and not withdrawn are hereby overruled and denied.

SECTION 3. That based upon the Assessment Engineer's Report and the testimony and other evidence presented at the public hearing, the City Council hereby makes the following determinations regarding the assessments proposed to be imposed for the referenced fiscal year:

A. The proportionate special benefit derived by each individual parcel assessed has been determined in relationship to the entirety of the cost of the operations and maintenance expenses.

B. The assessments do not exceed the reasonable cost of the proportional special benefit conferred on each parcel.

C. Only the special benefits have been assessed.

D. All parcels within the District that are owned or used either by a local government, the State of California or the United States and which specially benefit from the improvements to be maintained are being assessed.

E. The assessments do not exceed the maximum annual assessments previously authorized to be levied pursuant to the Assessment Law.

The estimate of costs, the assessment diagram, the assessments and all other matters, as set forth in the Assessment Engineer's Report pursuant to the Assessment Law as submitted, are hereby approved, adopted by this City Council, and hereby confirmed.

SECTION 4. That this City Council hereby confirms and orders the annual levy of the assessments for the referenced fiscal year in the amounts as set forth in the Assessment Engineer's Report, and as referred to in the Resolution of Intention as previously adopted relating to said annual assessment levy.

SECTION 5. That the adoption of this Resolution constitutes the levy of the assessments for the fiscal year.

SECTION 6. That the maintenance work of improvements contemplated by the Resolution of Intention shall be performed pursuant to law.

SECTION 7. That the County Auditor shall enter on the County Assessment Roll the amount of the Assessment and said Assessment shall then be collected at the same time and in the same manner as the County taxes are collected. After collection by said County, the net amount of the assessment shall be paid to the City Treasurer of said City.

SECTION 8. That the City Treasurer has previously established a special fund into which the City Treasurer shall place all monies collected by the Tax Collector pursuant to the provisions of the Resolution and the law, and said transfer shall be made and accomplished as soon as said monies have been made available to said City Treasurer.

SECTION 9. That the City Manager is hereby ordered and directed to file, or cause to be filed, the assessment roll with the County Auditor, together with a certified copy of this Resolution upon its adoption.

SECTION 10. That a certified copy of the assessment and diagram shall be filed in the Office of the City Manager, with a duplicate copy on file in the Records Management Department and open for public inspection.

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

PASSED, APPROVED, AND ADOPTED this 16th day of July, 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

CITY OF ONTARIO

Agenda Report
July 16, 2024

SECTION:
PUBLIC HEARINGS

Department: Economic Development
Prepared By: Peter Pallesen
Department:
Prepared By: Peter Pallesen
Staff Member Presenting: Jennifer McLain Hiramoto, Economic Development Director
Reviewed By: Charity Hernandez
Approved By:

Submitted To: Council/OHA
Approved: _____
Continued To: _____
Denied: _____
Item No: 31

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

RECOMMENDATION: That the City Council adopt the attached Resolution approving the Disposition and Development Agreement (Agreement) between the City of Ontario and HDC Construction, Inc. (Developer) and authorize the City Manager, or his designee, to sign all documents necessary to implement the Agreement.

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

FISCAL IMPACT: The City will convey approximately one (1) acre of real property located at 207 North Euclid Avenue ("Property"), as depicted in Exhibit A, for a proposed purchase price of One Dollar ($1.00) subject to the terms and conditions precedent to the close of escrow as contained in the Agreement.

BACKGROUND & ANALYSIS: The City of Ontario is investing significant resources in revitalizing the historic downtown into a vibrant, 18-hour destination. It is doing this in several ways, including:

- Acquiring underutilized or dilapidated buildings, with an emphasis on historic properties;
- Partnering with experienced developers capable of infusing new apartments, offices and/or retail into Downtown, and;
- Investing in strategic infrastructure projects, such as improving sewer drains, lighting, wayfinding and parking.

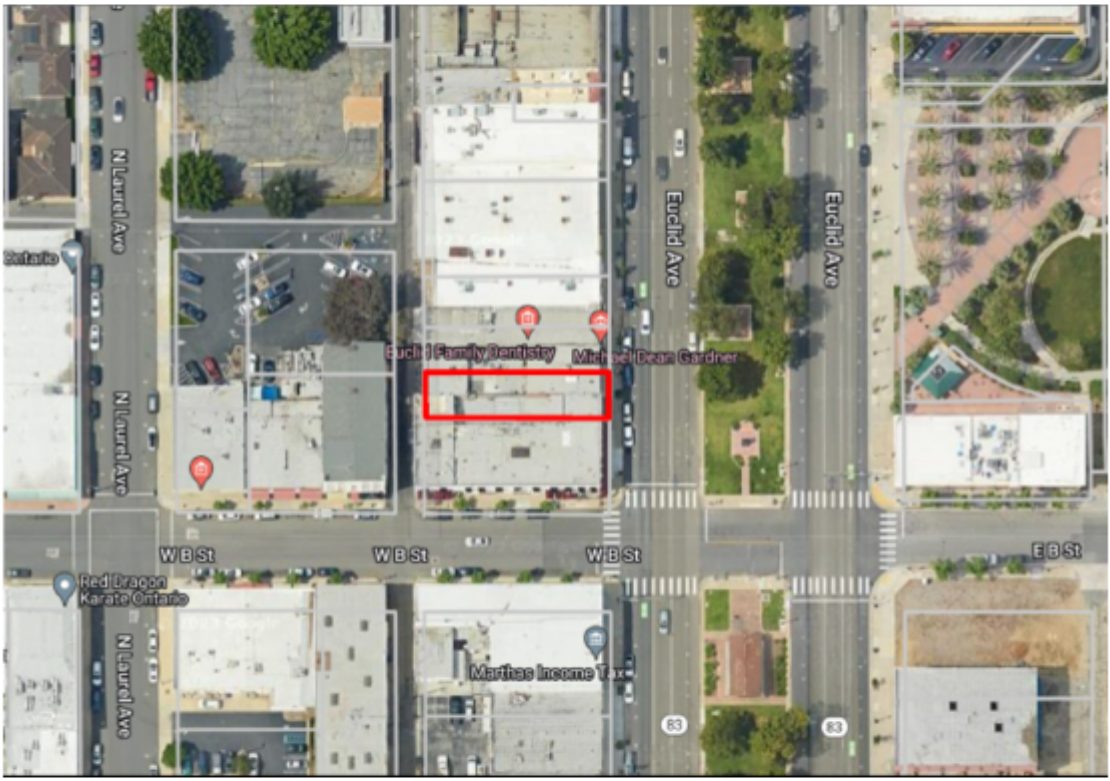
In early 2022, the City acquired 207 N. Euclid Avenue, a three-story, 10,000 square foot historic building constructed in 1920. Later that year, the City entered into an Exclusive Negotiating

Agreement with the Developer to explore the adaptive reuse of the Property.

The City and Developer have negotiated a Disposition and Development Agreement ("DDA") that provides for the conveyance of the Property to the Developer. In exchange, the Developer will deliver a 3,400 square foot restaurant on the ground floor, with an additional 3,400 square foot basement for ancillary restaurant use and private dining, as well as a 3,780 square foot second floor lounge and rooftop patio. The Developer will be required to preserve and retain the historic context of the building and obtain a Certificate of Appropriateness from the Planning Department for the proposed use.

The Property was appraised by R.P. Laurain and Associates in November of 2023 with the appraiser arriving at a negative Opinion of Value. The negative value was derived from recent comparable land and building values coupled with the Developer's overall project costs and a Historic Structures Report ("HSR") prepared by a state certified architect. The HSR included an analysis of the historic nature of the building as well as the structural integrity of the building and an engineer's cost estimate to retrofit the building to allow for the Developer's proposed use. The proposed rehabilitation/historic preservation and new tenant improvements costs of $6 million exceed the current market value of the Property, at $1.5 million, by $4.5 million. The renovation costs include, but are not limited to: seismic retrofitting, hazardous material abatement, a new elevator, new plumbing, mechanical, and electrical systems, fire sprinklers, façade improvements, interior finishes, and restaurant furnishing, fixtures, and equipment.

The proposed project will effectuate the rehabilitation of one of the City's historic landmarks (Landmark No. 29), would add much needed quality dining and entertainment options, and would serve as an impetus for additional redevelopment opportunities in downtown. It would also result in an increase in new revenues to the City in the form of both sales tax and property, as well as create new jobs. As a result, staff recommends approval of the proposed Disposition and Development Agreement.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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING A DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND HDC CONSTRUCTION INC. FOR THE DISPOSITION AND DEVELOPMENT OF CERTAIN REAL PROPERTY LOCATED AT 207 EUCLID AVENUE (APN 1048-565-09) AND MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH.

WHEREAS, the City of Ontario ("City") currently owns in fee certain real property located at 207 Euclid Avenue, Ontario (APN 1048-565-09) and more specifically described in Exhibit A attached to this Resolution and incorporated herein by this reference ("Property"); and

WHEREAS, an existing historic building is located on the Property (the "Building") which consists of two-stories, approximately – 118 feet by 32 feet in size, and includes a full basement and first floor; a narrow, partial mezzanine along the south side of the first floor; a partial second floor at the rear of the building facing the alley; and a partial third floor located at the front of the building with windows facing the street; and

WHEREAS, the City and HDC Construction, Inc., a California corporation ("Developer") have been in exclusive negotiations regarding the acquisition, development, and renovation of the Property by Developer to retain the historic nature of the Building, and to have it repaired, renovated and improved in order to facilitate its adaptive reuse, including as a restaurant and other uses. Required improvements include seismic retrofit, general conformance to current building codes, and compliance with Americans with Disabilities Act ("ADA") requirements, and certain utility connections (the "Project"); and

WHEREAS, the City and Developer have negotiated a Disposition and Development Agreement (the "Agreement"), a copy of which is attached to this Resolution as Exhibit B and which provides for the transfer of the Property to Developer, and binds Developer to construct the Project in a timely manner and in accordance with the terms therein; and

WHEREAS, the Developer's proposed acquisition of the Property and subsequent construction and completion of the Project on the Property pursuant to the terms of this Agreement is in the best interest of the City and the health, safety and welfare of the City's taxpayers and residents and is in accordance with the public purposes set forth in applicable law. Implementation of this Agreement will further the goals and objectives of the City's general plan by: (i) strengthening the City's land use and social structure, (ii) promoting and supporting the adaptive reuse of historic sites and buildings to preserve and maintain their viability; (iii) alleviating economic and physical blight on the Property and in the surrounding community; and

WHEREAS, the City Council determines that approval of the Agreement does not constitute approval of any development of the Property or of other activity on the Property

that would have a direct or reasonably foreseeable indirect environmental impact pursuant to the California Environmental Quality Act ("CEQA") (See 14 C.C.R. §§ 15060(c); 15378(b)) and that it can be seen with certainty that there is no possibility that approval of the actions authorized under this Resolution will have a significant adverse effect on the environment. Thus, the adoption of this Resolution is exempt from the requirements of CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines; and

WHEREAS, pursuant to the foregoing, the City Council has determined that a Notice of exemption for approval of the Agreement should be filed pursuant to CEQA, the State CEQA Guidelines, and the Agency's Local CEQA Guidelines.

NOW, THEREFORE, THE CITY COUNCIL FOR THE CITY OF ONTARIO DOES HEREBY RESOLVE AND DECLARE AS FOLLOWS:

Section 1. **Recitals**. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. **Findings.** The City Council finds that the sale and development of the Property pursuant to the Agreement will further the goals and purposes of the City, and is in the common interest of the City and its residents.

Section 3. **Approval of Agreement**. The City Council hereby approves the Agreement in substantially the form attached hereto as Exhibit B, subject to any non-substantive revisions which do not increase the City's liability and are approved by the City Attorney, and authorizes the City Manager to sign and enter into the Agreement and perform the obligations of the City under the Agreement.

Section 4. **CEQA.** The City Council's approval of the Agreement does not constitute approval of any development of the Property or of other activity on the Property that would have a direct or reasonably foreseeable indirect environmental impact pursuant to CEQA (See 14 C.C.R. §§ 15060(c); 15378(b)). The City Council further finds that it can be seen with certainty that there is no possibility that approval of the actions authorized under this Resolution will have a significant adverse effect on the environment. Thus, the adoption of this Resolution is exempt from the requirements of the CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines. Moreover, close of escrow on the Property under the Agreement, and Developer's future use or development of the Property is expressly conditioned on CEQA compliance.

Section 5. **Notice of Exemption.** The City Manager, or his designee, is hereby directed to file a Notice of Exemption for the Project under CEQA.

Section 6. **Severability**. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution

are severable. The City declares that the City would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

Section 7. Effective Date. This Resolution shall become effective immediately upon its adoption.

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

PASSED, APPROVED, AND ADOPTED this 16th day of July, 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT “A”

Legal Description of the Property

207 Euclid Avenue Ontario, California 91762

APN: 1048-565-09-0000

Legal Description: Lot 10, along with the south seven inches of Lot 9, Block 37, Portion of Ontario, per map recorded in Book 9, Page 43 of Maps, in the office of the County Recorder, County of San Bernardino, California.

EXHIBIT “B”

Disposition and Development Agreement

(207 Euclid Avenue)

2024 DISPOSITION AND DEVELOPMENT AGREEMENT
(207 EUCLID AVENUE SITE)

between

CITY OF ONTARIO
a municipal corporation

and

HDC CONSTRUCTION, INC.
a California corporation

July 16, 2024

This 2024 DISPOSITION AND DEVELOPMENT AGREEMENT (207 Euclid Avenue Site) ("**Agreement**") is dated as of July 16, 2024 ("**Date of Agreement**"), for reference purposes only, and is entered into by and between the City of Ontario, a municipal corporation (the "**City**"), and HDC Construction, Inc. a California corporation ("**Developer**"). The City and the Developer are sometimes referred to in this Agreement, each individually, as a "**Party**," or collectively, as the "**Parties**."

RECITALS

This Agreement is entered into with reference to the following recitals of fact ("**Recitals**") that City and Developer believe to be true as of the Effective Date of this Agreement:

A. The City is the owner of that certain real property located at 207 Euclid Avenue, Ontario (APN1048-565-09) and more specifically described in Exhibit A attached hereto and incorporated herein by this reference ("**Property**").

B. An existing historic building, constructed in 1910 using unreinforced masonry, is located on the Property (the "**Building**"). The Building is two-stories, approximately – 118 feet by 32 feet in size, and includes a full basement and first floor; a narrow, partial mezzanine along the south side of the first floor; a partial second floor at the rear of the building facing the alley; and a partial third floor located at the front of the building with windows facing the street. The Building was significantly modified in 1962 including, but not limited to, façade modifications to "modernize" the structure.[1]

C. The Building is located in the Ontario Downtown Historic District, and represents a "new genre of architecture" referred to by the Architectural Historian on the team that prepared a Historic Structure Report for the City as "1960s Storefront Architecture."[2] It is a locally designated historic structure.

D. The City desires to retain the historic nature of the Building, and to have it repaired, renovated and improved in order to facilitate its adaptive reuse, including as a restaurant and other uses. Required improvements include seismic retrofit, general conformance to current building codes, and compliance with Americans with Disabilities Act (ADA) requirements, and certain utility connections (the "**Project**").

E. The anticipated cost to complete the Project are attached to this Agreement as Exhibit B. Based on an appraisal completed by the City, in light of the cost of the Project, the Property has a negative value. Therefore, the City intends to transfer the Property to the Developer at no cost for the purpose of completing the Project, subject to all terms, conditions and covenants contained in this Agreement including, but not limited, the right of the City to retake the Property should Developer not comply with its obligations under this Agreement.

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[1] *Historic Structure Report*, October 4, 2023, Preservation Architects: Thirtieth Street Architects, Inc. Architectural Historian: Daly & Associates, Structural Engineer: Grimm & Chen Structural Engineering Mechanical, Electrical, and Plumbing Engineers: NV5.

[2] *Id.* quoting Architectural Historian, Pam Daly.

F. The Developer's proposed acquisition of the Property and subsequent construction and completion of the Project (as further defined in Section 1.1.56) on the Property pursuant to the terms of this Agreement is in the best interest of the City and the health, safety and welfare of the City's taxpayers and residents and is in accordance with the public purposes set forth in applicable law. Implementation of this Agreement will further the goals and objectives of the City's general plan by: (i) strengthening the City's land use and social structure, (ii) promoting and supporting the adaptive reuse of historic sites and buildings to preserve and maintain their viability; (iii) alleviating economic and physical blight on the Property and in the surrounding community.

G. The City desires to transfer the Property to the Developer for the development of the Project and the Developer desires to acquire the Property from the City for the same purpose.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by City and Developer, the Parties agree as follows:

TERMS AND CONDITIONS

ARTICLE I

DEFINITIONS; REPRESENTATIONS AND WARRANTIES; EFFECTIVE DATE

1.1 Definitions. All initially capitalized terms not otherwise defined in this Agreement shall have the following meanings:

1.1.1 "**Additional Insureds**" has the meaning ascribed to such term in Section 5.7.

1.1.2 "Affiliate" means and refers to any person or entity, directly or indirectly, Controlling or Controlled by or under common Control with the Developer, whether by direct or indirect ownership of equity interests, by contract or otherwise.

1.1.3 "**City's Title Notice Response**" means the written response of the City to the Developer's Title Notice, in which the City either (i) elects to cause the removal from the Preliminary Report of any matters shown in Schedule B of the Preliminary Report as exceptions to coverage under the proposed Title Policy that were objected to in the Developer's Title Notice, or (ii) elects not to cause the removal from the Preliminary Report of any matters shown in Schedule B of the Preliminary Report as exceptions to coverage under the proposed Title Policy that were objected to in the Developer's Title Notice.

1.1.4 "**CEQA**" means the California Environmental Quality Act, Public Resources Code Sections 21000, et seq.

1.1.5 "**Certificate of Completion**" means the written certification of City that the construction of the Project has been completed in compliance with the terms and conditions of this Agreement, substantially in the form of Exhibit G attached to this Agreement.

1.1.6 "**City**" means the City of Ontario, a municipal corporation.

1.1.7 "**City Requirements**" has the meaning ascribed to the term in Section 2.6.2.

1.1.8 "**Close of Escrow**" or "**Closing**" means the recording of the Grant Deed for the Property in the Official Records of the Recorder of the County, and completion of each of the actions set forth in ARTICLE III by the Escrow Holder for the City to transfer the Property to the Developer and the Developer to acquire the Property from the City.

1.1.9 "**Construction**" means all seismic retrofit; rehabilitation; reconstruction; tenant improvements; furnishings, fixtures and equipment; and other work on the Building and the Property, and any other adjacent property, required to complete the Project.

1.1.10 "**Completion of Construction**" means the issuance of a Certificate of Completion confirming that the final certificate of occupancy for the Project, based on the plans submitted by the Developer to the City, has been issued.

1.1.11 "**Construction Costs**" means the total cost incurred by Developer in acquiring the Property and completing the Project in accordance with this Agreement.

1.1.12 "**Construction Lender**" means a Lender(s) that provide(s) a Construction Loan to the Developer to pay the Construction Costs of all or a portion of the Project.

1.1.13 "**Construction Loan**" means a Loan obtained by Developer from a Construction Lender to finance all or part of the Construction Costs in conformity with the Financing Plan.

1.1.14 "**Construction Loan Deed of Trust(s)**" means the Lien(s) required by a Construction Lender to secure the Developer's performance under the associated Construction Loan.

1.1.15 **"Control"** means and refers to possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether by ownership of equity interests, by contract or otherwise.

1.1.16 **"Controlling"** and **"Controlled"** mean and refer to exercising or having Control.

1.1.17 "**County**" means the County of San Bernardino, California.

1.1.18 "**Developer's Title Notice**" means a written notice from the Developer to the City indicating the Developer's acceptance of the state of the title to the Property, as described in the Preliminary Report, or the Developer's objection to specific matters shown in Schedule B of the Preliminary Report as exceptions to coverage under the proposed Title Policy for the Property, describing in suitable detail the actions that the Developer reasonably believes are indicated to cure or correct each of the Developer's objections.

1.1.19 "**Developer's Title Notice Waiver**" means a written notice from the Developer to the City waiving the Developer's previous objection in the Developer's Title Notice to specific matters shown in Schedule B of the Preliminary Report as exceptions to coverage under the proposed Title Policy for the Property.

1.1.20 "**Due Diligence Investigations**" means the Developer's due diligence investigations of the Property to determine the suitability of the Property for development and operation of the Project, including, without limitation, investigations of the environmental and geotechnical suitability of the Property, as deemed appropriate in the reasonable discretion of the Developer, all at the sole cost and expense of the Developer.

1.1.21 "**Due Diligence Investigation Conclusion Notice**" means a written notice of the Developer delivered to the City and the Escrow Holder, prior to the end of the Due Diligence Period, indicating the Developer's acceptance of the condition of the Property or indicating the Developer's rejection of the condition of the Property and refusal to accept a conveyance of fee title to the Property, describing in reasonable detail the actions that the Developer reasonably believes are indicated to allow the Developer to accept the condition of the Property.

1.1.22 "**Due Diligence Period**" means the date commencing on the Effective Date and ending at 5:00 p.m. on the ninetieth (90th) day following the Effective Date.

1.1.23 "**Effective Date**" has the meaning ascribed to the term in Section 1.3.

1.1.24 "**Environmental Claims**" has the meaning ascribed to the term in Section 5.6.

1.1.25 "**Environmental Laws**" means all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, relating to, or imposing liability of standards of conduct concerning any hazardous substance (as later defined), or pertaining to occupational health or industrial hygiene (and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to hazardous substances on, under, or about the Property, occupational or environmental conditions on, under, or about the Property, as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") [42 USC Section 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 ("RCRA") [42 USC Section 6901 et seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act ("FWPCA") [33 USC Section 1251 et seq.]; the Toxic Substances Control Act ("TSCA") [15 USC Section 2601 et seq.]; the Hazardous Materials Transportation Act ("HMTA") [49 USC Section 1801 et seq.]; the Insecticide, Fungicide, Rodenticide Act [7 USC Section 6901 et seq.] the Clean Air Act [42 USC Section 7401 et seq.]; the Safe Drinking Water Act [42 USC Section 300f et seq.]; the Solid Waste Disposal Act [42 USC Section 6901 et seq.]; the Surface Mining Control and Reclamation Act [30 USC Section 101 et seq.] the Emergency Planning and Community Right to Know Act [42 USC Section 11001 et seq.]; the Occupational Safety and Health Act [29 USC Section 655 and 657]; the California Underground Storage of Hazardous Substances Act [California Health & Safety Code Section 25288 et seq.]; the California Hazardous Substances Account Act [California Health

& Safety Code Section 25300 et seq.]; the California Safe Drinking Water and Toxic Enforcement Act [California Health & Safety Code Section 24249.5 et seq.] the Porter-Cologne Water Quality Act [California Water Code Section 13000 et seq.] together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to occupational health or industrial hygiene, and only to the extent the occupational health or industrial hygiene laws, ordinances, or regulations relate to hazardous substances on, under, or about the Property, or the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use.

1.1.26 "**Environmental Matters**" has the meaning ascribed to the term in Section 5.6.

1.1.27 "**Escrow**" has the meaning ascribed to the term in Section 2.1.

1.1.28 "**Escrow Closing Date**" has the meaning ascribed to the term in Section 3.6.

1.1.29 "**Escrow Holder**" means Stewart Title Insurance Company.

1.1.30 "**Escrow Opening Date**" has the meaning ascribed to the term in Section 3.1.

1.1.31 "**Event of Default**" has the meaning ascribed to the term in Section 7.1.

1.1.32 "**City Manager**" means the City Manager of the City or his or her designee or successor in function.

1.1.33 "**Financing Commitment**" means (a) one or more commitment(s) from one or more Construction Lender(s) agreeing to provide sufficient funds which, when combined with the Developer's equity contribution, is sufficient, as determined by the City in its reasonable discretion, to fully fund the Project's Construction Costs, or (b) a letter from one or more Construction Lender(s) indicating approval of a loan to the Developer for the development of the Property.

1.1.34 "**FIRPTA Affidavit**" means an affidavit complying with Section 1445 of the United States Internal Revenue Code.

1.1.35 "**Grant Deed**" means a deed in the form of Exhibit D to this Agreement, conveying all of the City's interest in the Property to the Developer.

1.1.36 "**Governmental Agency**" means any and all courts, boards, agencies, commissions, offices, or authorities of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, city, or otherwise) whether now or later in existence.

1.1.37 "**Governmental Requirements**" means all codes, statutes, ordinances, laws, permits, orders, and any rules and regulations promulgated thereunder of any Governmental Agency.

1.1.38 "**Hazardous Substances**" means, without implied limitation, substances defined as "hazardous substances," "hazardous material," "toxic substance," "solid waste," or "pollutant or contaminate" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601, et seq.; the Toxic Substances Control Act ("TSCA") [15 U.S.C. Sections 2601, et seq.]; the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901, et seq.; those substances listed in the United States Department of Transportation (DOT) Table [49 CFR 172.101], or by the EPA, or any successor authority, as hazardous substances [40 CFR Part 302]; and those substances defined as "hazardous waste" in Section 25117 of the California Health and Safety Code or, as "hazardous substances" in Section 25316 of the California Health and Safety Code; other substances, materials, and wastes that are, or become, regulated or classified as hazardous or toxic under federal, state, or local laws or regulations and in the regulations adopted pursuant to said laws, and shall also include manure, asbestos, polychlorinated biphenyl, flammable explosives, radioactive material, petroleum products, and substances designated as a hazardous substance pursuant to 33 USC Section 1321 or listed pursuant to 33 USC Section 1317.

1.1.39 "**Indemnified Parties**" has the meaning ascribed to the term in Section 5.6.

1.1.40 "**Lender**" means any state or federally chartered bank, savings and loan, capital investment group, or other third party financial institution which routinely makes Loans to developments and developers such as the Project and the Developer in the normal course of business and which has been approved by the City pursuant to Section 6.3.

1.1.41 "**Lien**" means any mortgage, deed of trust, or other security instrument encumbering Developer's fee interest in the Property and/or Project, or any part thereof, or any pledge or other agreement given as security for the repayment of a Loan and by which a Lender would be able to acquire any interest in the Developer upon the Developer's breach of any obligation under the Lender's Loan Documents.

1.1.42 "**Loan**" means any loan or third party equity/capital contribution (e.g. mezzanine financing) for the Project.

1.1.43 "**Loan Documents**" means the various documents and instruments made by and between the Developer and a Lender that evidence a Loan and the security for repayment of such Loan.

1.1.44 "**Maintenance Deficiency**" has the meaning ascribed to the term in Section 5.1.

1.1.45 "**Normal Business Hours**" means the normal business hours of the City. As of the Effective Date, the City's normal business hours are Monday through Thursday, between the hours of 7:30 a.m. and 5:30 p.m. Pacific Time.

1.1.46 "**Notice of Agreement**" means the notice in the form of Exhibit E to this Agreement to be recorded against the Property at the Close of Escrow to provide constructive record notice of the existence and application of this Agreement to the Property.

1.1.47 "**Party**" means, individually, the City or the Developer, as applicable.

1.1.48 "**Parties**" means, collectively, the City and the Developer.

1.1.49 "**PCO Statement**" means a preliminary change of ownership statement provided for in California Revenue and Taxation Code Section 480.3.

1.1.50 "**Permitted Exceptions**" means (i) any and all items shown in Schedule B of the Preliminary Report as exceptions to coverage under the proposed Title Policy that the Developer accepts, pursuant to Section 2.4; (ii) any exceptions from coverage under the proposed Title Policy resulting from the Developer's activities on the Property; (iii) non-delinquent property taxes and assessments; (iv) this Agreement; or (v) the Grant Deed.

1.1.51 "**Permitted Transfer**" means and refers to any of the following types of Transfers by the Developer, where the person or entity to which such Transfer is made expressly assumes the obligations of the Developer under this Agreement in a written instrument satisfactory to the City.

1.1.51.1 Any Transfer of stock or equity of the Developer that does not change management or operational Control of the Property or the Project;

1.1.51.2 Any Transfer of any interest in the Developer or the Property or Project or any portion thereof irrespective of the percentage of ownership (i) to any other owner of any interest in the Developer; or (ii) to any Affiliate, or (iii) to any other person or entity in which any holder of an interest (including any beneficial interest) in the Developer is a manager, officer or partner or in which any of the aforementioned is a shareholder, member or partner (including a beneficial owner); and

1.1.51.3 Any Lien given to Lender in connection with a Loan approved by the City pursuant to Section 6.3.

1.1.52 "**Plans and Specifications**" has the meaning ascribed to the term in Section 2.6.1.

1.1.53 "**Preliminary Report**" means a preliminary report issued by the Title Company in contemplation of the issuance of the Title Policy, accompanied by legible copies of all documents listed in Schedule B of the report as exceptions to coverage under the proposed Title Policy. The Parties acknowledge that they may prepare one (1) or more Preliminary Reports for each parcel, or group of parcels, comprising the Property. In such case, all reports, notices, and objection letters which pertain to the Preliminary Report for the entirety of the Property shall apply separately to each Preliminary Report associated with a parcel or a group of parcels.

1.1.54 "**Project**" means all construction, repair, renovation and improvement of the Building including, but not limited to, seismic retrofit, improvements required for building code compliance and ADA compliance, certain utility connections and all other improvements required in order to facilitate adaptive reuse of the Building for restaurant and other purposes. The Project further includes all required or associated on-site and off-site improvements, if any, all hardscape and all landscaping, all as specifically described in the Scope of Development, and all

to be developed in accordance with the Plans and Specifications to be approved by the City and any conditions imposed by the City in its approval of the Plans and Specifications.

1.1.55 "**Project Completion Date**" means that date set forth therefor by which a Certificate of Completion shall be issued for the Project, as more particularly provided in the Schedule of Performance. The Project Completion Date shall be no later than eighteen (18) months from commencement of construction.

1.1.56 "**Property**" means that real property, and all current and future improvements thereon (including, without implied limitation, the Project), legally described in Exhibit A.

1.1.57 **"Property Transfer"** means and refers to any "change in ownership," as defined in Revenue and Taxation Code Sections 60, et seq., of all or any portion of the Property.

1.1.58 "**Purchase Price**" [Not used.]

1.1.59 "**Record**", "**recorded**", "**recording**" or "**recordation**" each mean and refer to recordation of the referenced document in the official records of the Recorder of the County of San Bernardino, California.

1.1.60 "**Schedule of Performance**" means the schedule for the performance of certain actions by the Parties pursuant to this Agreement, attached to this Agreement as Exhibit C.

1.1.61 "**Scope of Development**" means the detailed description of the Project attached to this Agreement as Exhibit B.

1.1.62 "**Title Company**" means Stewart Title Company.

1.1.63 "**Title Policy**" means a standard CLTA owners' policy of title insurance issued by the Title Company, with coverage in an amount reasonably determined by the Developer and insuring fee title to the Property, subject only to the Permitted Exceptions. However, at Developer's option, Developer may acquire an ALTA extended coverage policy. City shall pay for the standard CLTA policy. Developer shall pay for any additional or ALTA extended coverage policy.

1.1.64 "**Transfer**" means any of the following:

1.1.64.1 Any total or partial sale, assignment, conveyance, trust, power, or transfer in any other mode or form, by the Developer of more than a 49% interest in the Developer's interest in this Agreement, the Property, or a series of such sales, assignments and the like that, in the aggregate, result in a disposition of more than a 49% interest in the Developer's interest in this Agreement, the Property or the Project; or

1.1.64.2 Any total or partial sale, assignment, conveyance, or transfer in any other mode or form, of or with respect to any interest in the Developer or a series of such sales, assignments and the like that, in the aggregate, result in a disposition of more than a 49% interest in any interest in the Developer; or

1.1.64.3 Any merger, consolidation, sale, or lease of all or substantially all of the assets of the Developer or a series of such sales, assignments and the like that, in the aggregate, result in a disposition of more than a 49% interest of all or substantially all of the assets of the Developer; or

1.1.64.4 Any Property Transfer; or

1.1.64.5 The recordation of any deed of trust, mortgage, Lien or similar encumbrance against all or any portion of the Property or the Project.

1.1.65 "**Unavoidable Delay**" means any delay that is caused by the exclusively by the other party or that is beyond the control of the City or the Developer, including delay caused by strikes, acts of God, weather, inability to obtain labor or materials, inability to obtain governmental permits or approvals, governmental restrictions, civil commotion, fire or similar causes, but excluding circumstances subject to Section 8.7.2.

1.2 Representations and Warranties.

1.2.1 City Representations and Warranties. The representations and warranties of City contained in this Section 1.2.1 shall be based upon the actual knowledge of the City Manager as of the Effective Date. All representations and warranties contained in this Section 1.2.1 are true and correct as of the Effective Date. City's liability for misrepresentation or breach of warranty, representation or covenant, wherever contained in this Agreement, shall survive the execution and delivery of this Agreement and the Closing. City hereby makes the following representations, covenants and warranties and acknowledges that the execution of this Agreement by Developer has been made in material reliance by Developer on such covenants, representations and warranties:

1.2.1.1 City is a California municipal corporation and general law city, duly formed and operating under the laws of the State of California. City has the legal power, right and authority to enter into this Agreement and to execute the instruments and documents referenced herein, and to consummate the transactions contemplated hereby.

1.2.1.2 The persons executing any instruments for or on behalf of City have been authorized to act on behalf of City and this Agreement is valid and enforceable against City in accordance with its terms and each instrument to be executed by City pursuant hereto or in connection therewith will, when executed, shall be valid and enforceable against City in accordance with its terms. No approval, consent, order or authorization of, or designation or declaration of any other person, is required in connection with the valid execution and delivery of and compliance with this Agreement by City.

1.2.1.3 City has taken all requisite action and obtained all requisite consents for agreements or matters to which City is a party in connection with entering into this Agreement and the instruments and documents referenced herein and in connection with the consummation of the transactions contemplated hereby.

1.2.1.4 If the City becomes aware of any act or circumstance that would change or render incorrect, in whole or in part, any representation or warranty made by the City

under this Agreement, whether as of the date given or any time thereafter, whether or not such representation or warranty was based upon the City's knowledge and/or belief as of a certain date, the City will give immediate written notice of such changed fact or circumstance to the Developer.

1.2.2 Developer Representations and Warranties. The representations and warranties of Developer contained in this Section 1.2.2 shall be based upon the actual knowledge of Baudelio Huizar as of the Effective Date. All representations and warranties contained in this Section 1.2.2 are true and correct as of the Effective Date. Developer's liability for misrepresentation or breach of warranty, representation or covenant, wherever contained in this Agreement, shall survive the execution and delivery of this Agreement and the Closing. Developer hereby makes the following representations, covenants and warranties and acknowledges that the execution of this Agreement by City has been made in material reliance by City on such covenants, representations and warranties:

1.2.2.1 Developer is a California corporation, lawfully entitled to do business in the State of California and the City. Developer has the legal right, power and authority to enter into this Agreement and the instruments and documents referenced herein and to consummate the transactions contemplated hereby. The persons executing this Agreement and the instruments referenced herein on behalf of Developer hereby represent and warrant that such persons have the power, right and authority to bind Developer.

1.2.2.2 Developer has taken all requisite action and obtained all requisite consents in connection with entering into this Agreement and the instruments and documents referenced herein and the consummation of the transactions contemplated hereby, and no consent of any other party is required for Developer's authorization to enter into Agreement.

1.2.2.3 Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby shall result in a breach of or constitute a default under any other agreement, document, instrument or other obligation to which Developer is a party or by which Developer may be bound, or under law, statute, ordinance, rule, governmental regulation or any writ, injunction, order or decree of any court or governmental body applicable to Developer or to the Property.

1.2.2.4 This Agreement is, and all agreements, instruments and documents to be executed by Developer pursuant to this Agreement shall be, duly executed by and shall be valid and legally binding upon Developer and enforceable in accordance with their respective terms. No approval, consent, order or authorization of, or designation or declaration of any other person, is required in connection with the valid execution and delivery of in compliance with this Agreement by Developer.

1.2.2.5 If the Developer becomes aware of any act or circumstance that would change or render incorrect, in whole or in part, any representation or warranty made by the Developer under this Agreement, whether as of the date given or any time thereafter, whether or not such representation or warranty was based upon the Developer's knowledge and/or belief as of a certain date, the Developer will give immediate written notice of such changed fact or circumstance to the City.

1.3 Effective Date. This Agreement is dated July 16, 2024 for reference purposes only. This Agreement shall not become effective until the date on which all of the following are true ("**Effective Date**"): (i) this Agreement is approved and executed by the appropriate authorities of Developer and delivered to City; (ii) Developer has delivered to City a certified copy of the official action of Developer approving this Agreement; (iii) following all legally required notices and hearings, this Agreement is approved by the City Council; and (iv) this Agreement is executed by the authorized representatives of City.

1.4 Exhibit List. The following is a list of the Exhibits attached to this Agreement. Each of the Exhibits is incorporated by this reference into the text of this Agreement.

Exhibit A	Legal Description of Property
Exhibit B	Scope of Development
Exhibit C	Schedule of Performance
Exhibit D	Form of Grant Deed
Exhibit E	Form of Notice of Agreement
Exhibit F	[Intentionally Omitted]
Exhibit G	Form of Certificate of Completion

ARTICLE II

PROPERTY DISPOSITION

2.1 Property Disposition. In exchange for the Developer's covenants and undertakings set forth in this Agreement, the City shall transfer the Property to the Developer and the Developer shall the Property from the City pursuant to the terms and conditions of this Agreement. For the purposes of exchanging funds and documents to complete the transfer from the City to the Developer and the acquisition by the Developer from the City of the Property pursuant to the terms of this Agreement, the City and the Developer agree to open an escrow ("**Escrow**") with the Escrow Holder. ARTICLE III of this Agreement constitutes the joint escrow instructions of the Parties to the Escrow Holder for completion of the Escrow for the transfer of the Property, as contemplated by this Agreement. The Developer and the City shall execute such further escrow instructions, consistent with the provisions of this Agreement, as may be reasonably requested by the Escrow Holder. In the event of any conflict between the provisions of this Agreement and any other escrow instructions requested by the Escrow Holder, the provisions of this Agreement shall control.

2.2 Payment of Purchase Price. [NOT USED.]

2.3 Title Approval. As soon as practicable following the opening of the Escrow, the City shall obtain from Title Company the Preliminary Report and deliver a copy of the Preliminary Report to the Developer. Within thirty (30) days following the Developer's receipt of a Preliminary Report for the entire Property, the Developer shall deliver the Developer's Title Notice to the City. If the Developer fails to deliver the Developer's Title Notice to the City within thirty (30) days following the Developer's receipt of the Preliminary Report, the Developer will be deemed to disapprove the status of title to the Property and refuse to accept title to the Property, in which case the City shall have the right, subject to Section 2.4.2, to cancel the Escrow and

terminate this Agreement, in the City's sole discretion, without liability to the Developer or any other person, by delivery of a written notice of termination to the Developer and Escrow Holder. Within twenty (20) days following receipt by the City of Developer's Title Notice, if any, the City shall serve City's Title Notice Response. If Developer's Title Notice does not object to any matter in the Preliminary Report, the City shall not be required to serve City's Title Notice Response. If the City does not serve City's Title Notice Response, if necessary, within twenty (20) days following its receipt of Developer's Title Notice, the City shall be deemed to elect not to remove any matter objected to in Developer's Title Notice, if any, from the Preliminary Report. If the City elects in City's Title Notice Response to cause the removal of any matter objected to in Developer's Title Notice from the Preliminary Report, the City shall cause the removal of each such objectionable matter from the Preliminary Report within sixty (60) days following receipt by the Developer of City's Title Notice Response or such other period of time that may be agreed to in writing by both the City and the Developer. If the City is unwilling or unable to cause the removal of any matter objected to in Developer's Title Notice from the Preliminary Report, then, within ten (10) days following the Developer's receipt of City's Title Notice Response stating that the City is unwilling to remove or cause the removal of any matter objected to in Developer's Title Notice or upon the expiration of the above sixty (60) day time period during which the City elected to remove such objectionable matters from the Preliminary Report and was unable to do so, the Developer may either (1) refuse to accept the title to and conveyance of the Property, in which case the Parties shall have the right, subject to Section 2.4.2, to cancel the Escrow and terminate this Agreement without liability to either Party or any other person, by delivery of a written notice of termination to the Escrow Holder, or (2) waive its objection to any items set forth in Developer's Title Notice by delivering Developer's Title Notice Waiver to the City. Failure by the Developer to deliver Developer's Title Notice Waiver, where City's Title Notice Response or the City's failure to serve City's Title Notice Response indicates the City's election not to cause the removal of any matter objected to in Developer's Title Notice from the Preliminary Report, for the City to deliver City's Title Notice Response under this Agreement, will be deemed the Developer's continued refusal to accept the title to and conveyance of the Property, in which case the City shall have the right, subject to Section 2.4.2, to cancel the Escrow and terminate this Agreement, in the City's sole discretion, without liability to the Developer or any other person, by delivery of a written notice of termination to the Developer and Escrow Holder.

2.3.1 If at any time prior to the Close of Escrow the Title Company issues an updated Preliminary Report containing any previously undisclosed matter affecting title to the Property, or the City becomes aware of any previously undisclosed matter affecting title to the Property, following the delivery of the Developer's Title Notice, the City shall provide written notice to the Developer of such matter, together with any updated Preliminary Report related to such matter. The City and the Developer shall have such rights and obligations with respect to such previously undisclosed title matters as they did with respect to any title matters set forth in the original Preliminary Report as set forth in Section 2.4.

2.3.2 Before exercising any right a Party may have under this Section 2.4 to cancel the Escrow and terminate this Agreement, such Party shall notify the non-terminating Parties in writing of its election to terminate and shall, upon a non-terminating Party's request, which must be delivered, if at all, within three (3) days following its receipt of the terminating Party's notice of election to terminate, meet and confer with the non-terminating Parties for a period of thirty (30) days. During such time, the Parties shall meet as often as reasonably requested

by any Party to negotiate, in good faith, methods and means by which the objectionable title matter may be eliminated or mitigated. Nothing herein shall constitute an agreement, representation, or warranty by any Party that an acceptable resolution of the objectionable title matter will be achieved, nor shall any Party be obligated to expend any funds or undertake any other action whatsoever with respect to such title matter unless such agreement is reduced to a writing which is approved by all Parties, in their sole and absolute discretion. If, at the end of such thirty (30) day period, the Parties have not been able to agree on a mutually acceptable method of resolving such title matter, or if any proposed agreement is disapproved by the City Council, the Escrow shall be cancelled, this Agreement shall be terminated without liability to any Party, and the Parties shall proceed pursuant to Section 3.10.

2.4 Developer Investigations.

2.4.1 The Developer shall have until the expiration of the Due Diligence Period to complete all of its Due Diligence Investigations with respect to the entirety of the Property. The Developer shall complete all of its Due Diligence Investigations within the Due Diligence Period and shall conduct all of its Due Diligence Investigations at its sole cost and expense. The Developer shall rely solely and exclusively upon the results of its Due Diligence Investigations of the Property, including, without limitation, investigations regarding geotechnical soil conditions, compliance with applicable laws pertaining to the use of the Property by the Developer and any other matters relevant to the condition or suitability of the Property for the Project, as the Developer may deem necessary or appropriate. City makes no representation or warranty to the Developer relating to the condition of the Property or suitability of the Property for any intended use or development by the Developer. The Developer shall deliver a Due Diligence Investigation Conclusion Notice to the City and the Escrow Holder prior to the end of the Due Diligence Period. If the Developer does not unconditionally accept the condition of the Property by delivery of its Due Diligence Investigation Conclusion Notice indicating such acceptance prior to the end of the Due Diligence Period, the Developer shall be deemed to have rejected the condition of the Property and refused to accept conveyance of title to the Property. If the condition of the Property is rejected or deemed rejected by the Developer, then the City shall have the right, subject to Section 2.4.2, to cancel the Escrow and terminate this Agreement, in the City's sole discretion, without liability to the Developer or any other person, by delivery of a written notice of termination to the Developer and Escrow Holder. The Developer shall accept all conditions of the Property, without any liability of the City whatsoever, upon the Developer's acceptance of the condition of the Property indicated in its Due Diligence Investigation Conclusion Notice. The Developer's delivery of its Due Diligence Investigation Conclusion Notice indicating the Developer's unconditional acceptance of the condition of the Property shall evidence the acceptance of the condition of the Property by the Developer in its existing "AS IS," "WHERE IS" and "SUBJECT TO ALL FAULTS" condition, as of the last day of the Due Diligence Period. In its sole discretion, the Developer may accept the Property in its "AS IS," "WHERE IS" and "SUBJECT TO ALL FAULTS" condition at any time before the end of the Due Diligence Period. The Developer shall conduct during the Due Diligence Period such environmental assessment(s) of the Property as the Developer deems appropriate. If such assessment(s) do reveal the presence of any Hazardous Substances on the Property in levels that exceed applicable Governmental

Requirements, then the City and the Developer shall negotiate in good faith in an effort to reach agreement as to the allocation of responsibility and cost of remediation thereof.

2.4.2 Any Due Diligence Investigations of the Property by the Developer shall not unreasonably disrupt any then existing use or occupancy of the Property or the operations of the City. The Developer shall be liable for any damage or injury to any person or property arising from the acts of the Developer, its employees, agents or representatives during the course of any Due Diligence Investigations on the Property and the Developer shall indemnify, defend with counsel reasonably acceptable to the City and hold harmless the City and its elected officials, officers, directors, attorneys, contractors, agents and employees from any and all actual or alleged liens, claims, demands or liability arising from any Due Diligence Investigations by the Developer on the Property. Prior to commencing any Due Diligence Investigations on the Property, the Developer shall deliver copies of policies or certificates of insurance to the City evidencing compliance by the Developer with the insurance requirements of Section 5.7.

2.4.3 Before exercising any right a Party may have under this Section 2.5 to cancel the Escrow and terminate this Agreement, such Party shall notify the non-terminating Parties in writing of its election to terminate and shall, upon a non-terminating Party's request, which must be delivered, if at all, within three (3) days following its receipt of the terminating Party's notice of election to terminate, meet and confer with the non-terminating Parties for a period of thirty (30) days. During such time, the Parties shall meet as often as reasonably requested by any Party to negotiate, in good faith, methods and means by which the objectionable Due Diligence matter may be eliminated or mitigated. Nothing herein shall constitute an agreement, representation, or warranty by any Party that an acceptable resolution of the objectionable Due Diligence matter will be achieved, nor shall any Party be obligated to expend any funds or undertake any other action whatsoever with respect to such Due Diligence matter unless such obligation is reduced to a writing which is approved by all Parties, in their sole and absolute discretion. If, at the end of such thirty (30) day period, the Parties have not been able to agree on a mutually acceptable method of resolving the objectionable Due Diligence matter, or if any proposed agreement is disapproved by the City Council, the Escrow shall be cancelled, this Agreement shall be terminated without liability to any Party, and the Parties shall proceed pursuant to Section 3.10.

2.5 Developer to Obtain all Project Entitlements.

2.5.1 Developer has developed and presented to City staff and the City Council, for review, the following (collectively, the "**Plans and Specifications**"):

2.5.1.1 A proposed complete conceptual development plan for the Project on the Property that describes and depicts: (1) all improvements to be made to the Building; (2) the restaurant use and other proposed uses of the Building; all other improvements of the Property;

2.5.1.2 Proposed zoning change or changes to the City's General Plan, if any, necessary to accommodate the Project on the Property;

2.5.1.3 A proposed time schedule and cost estimates for the development of the Project on the Property; and

2.5.1.4 A proposed financing plan identifying financing sources for all private and public improvements proposed for the Project.

2.5.2 The City's zoning, building and land use regulations (whether contained in ordinances, the City's municipal code, conditions of approval, policies, practice or elsewhere) (collectively, the "**City Requirements**"), shall be applicable to the use and development of the Project on the Property by the Developer. The Developer acknowledges that all Plans and Specifications and any changes to the Plans and Specifications shall be subject to the City Requirements. No action by the City with reference to this Agreement or any related documents shall be deemed to constitute a waiver of any City Requirements regarding the Property, the Project, the Developer, any successor-in-interest of the Developer or any successor-in-interest to the Property. The City Requirements may only be changed or waived by modification or variance approved by the City and consistent with this Agreement. No entitlement, permit or other approval from the City for development of the Project on the Property shall attach to any portion of the Property or otherwise become effective to allow the Developer to develop the Project on the Property until after the Developer owns fee title to that portion of the Property to which such entitlement, permit or other approval pertains. Under no circumstances shall the Developer commence development of any portion of the Project on the Property prior to the Developer owning fee title to the Property.

2.5.3 The approval of the Scope of Development shall not be binding on the City Council or the Planning Commission of the City regarding any approvals of the Project required by such bodies. The Developer obtains no right to develop the Project on the Property or any portion of the Property by virtue of this Agreement, except that following the Close of Escrow, the Developer shall possess the same rights as any other owner of property within the Property that desires to develop its property in a manner consistent with the City's General Plan. If any revisions of the Scope of Development are required by a Governmental Agency (other than the City) having jurisdiction over the Property or the Project, the Developer shall promptly make any such revisions that are generally consistent with the Scope of Development.

2.5.4 Notwithstanding any provision to the contrary in this Agreement, following the Close of Escrow, the Developer agrees to accept and comply fully with any and all conditions of approval applicable to all approvals, permits and other governmental actions regarding the development or operation of the Project on the Property, so long as such conditions of approval are consistent with the Scope of Development and this Agreement in all material respects.

2.5.5 Developer to Pay All Costs and Expenses. The Parties agree that the City shall not provide any financial assistance to the Developer in connection with the Project. The Developer shall be solely responsible for paying for the costs of all design work, construction, labor, materials, fees and permit expenses associated with the Project. The Developer shall pay any and all fees pertaining to the review and approval of the Project by the City, any other Governmental Agency and utility service providers, including the costs of preparation of all required construction, planning and other documents reasonably required by a Governmental

Agency pertinent to the development or operation of the Project on the Property, including, but not limited to, specifications, drawings, plans, maps, permit applications, land use applications, zoning applications, environmental review and disclosure documents and design review documents. The Developer shall pay for any and all costs, including, but not limited to, the costs of design, construction, relocation and securing of permits for sewer or utility improvements and connections, that may be required in development of the Project, whether located on or off of the Property. The Developer shall obtain any and all necessary approvals, prior to the commencement of applicable portions of construction, and the Developer shall take reasonable precautions to ensure the safety and stability of surrounding properties during said construction. In accordance with this Section 2.6.5, Developer shall be responsible for the costs, or immediate reimbursement to the City upon delivery of an invoice for the costs, of the following:

2.5.5.1 all fees or expenses of engineers, architects, financial consultants, legal, planning or other consultants or contractors, retained by the Developer for any study, analysis, evaluation, report, schedule, estimate, environmental review, planning and/or design activities, drawings, specifications or other activity or matter relating to the Property or the Project or the negotiation of this Agreement that may be undertaken by the Developer;

2.5.5.2 all fees, charges and costs, make all deposits and provide all bonds or other security associated with the submission to and processing by the City of any and all applications and other documents and information to be submitted to the City by the Developer pursuant to this Agreement or otherwise associated with the Project; and

2.5.6 The Developer shall obtain all entitlements, permits and other approvals for use and development of the Project on the Property from each Governmental Agency, within the time period for such actions specifically set forth in the Schedule of Performance, subject to any extensions of time authorized by this Agreement upon the occurrence of an Unavoidable Delay.

ARTICLE III

ESCROW INSTRUCTIONS

3.1 Opening of Escrow. For purposes of this Agreement, the opening of Escrow shall be the first date on which a fully executed copy of this Agreement are deposited with Escrow Holder ("**Escrow Opening Date**"). The Developer shall cause the Escrow to be opened within five (5) days following the Effective Date. Escrow Holder shall promptly confirm in writing to each of the Parties the date of the Escrow Opening Date. This ARTICLE III shall constitute the joint escrow instructions of the City and the Developer to Escrow Holder for conduct of the Escrow to complete the transfer of the Property between them, as contemplated in this Agreement.

3.2 Conditions to Close of Escrow. The conditions set forth below shall be satisfied or waived in writing by the respective benefited Party on or before the Escrow Closing Date or the Party benefited by any unsatisfied condition shall not be required to proceed to close Escrow.

3.2.1 Developer's Conditions to Close of Escrow. The Developer's obligation to acquire the Property from the City on the Escrow Closing Date shall be subject to the

satisfaction of the following conditions precedent, each of which can only be waived in writing by the Developer:

3.2.1.1 The Developer agrees to accept the title to and conveyance of the Property, pursuant to Section 2.4;

3.2.1.2 The Developer delivers its Due Diligence Investigation Conclusion Notice to both the City and Escrow Holder indicating the Developer's unconditional acceptance of the condition of the Property, prior to the expiration of the Due Diligence Period;

3.2.1.3 The City's planning commission finds, pursuant to Government Code Section 65402, that the Project is consistent with the City's General Plan;

3.2.1.4 The Title Company is unconditionally committed to issue the Title Policy for the Property, subject to any Permitted Exceptions, to the Developer;

3.2.1.5 The City deposits the items into the Escrow required by Section 3.4;

3.2.1.6 The representations, warranties and covenants of the City set forth in Section 1.2.1 are true and correct in all material respects on the Effective Date and on the Escrow Closing Date;

3.2.1.7 The Developer has obtained all entitlements required in connection with the development of the Property, subject to conditions of approval acceptable to Developer in Developer's sole discretion, any applicable appeal period has expired without appeal having been filed or, if an appeal is filed, such appeal has been denied, and no legal action has been instituted against Developer or the City alleging the invalidity of such entitlements; and

3.2.1.8 The City has completed all of their material obligations required by this Agreement to be completed prior to the Close of Escrow.

3.2.2 City's Conditions to Close of Escrow. The City's obligation to sell the Property to the Developer on or before the Escrow Closing Date shall be subject to the satisfaction of the following conditions precedent, which can only be waived in writing by the City:

3.2.2.1 The Developer agrees to accept the title to and conveyance of the Property, pursuant to Section 2.4;

3.2.2.2 The Developer delivers its Due Diligence Investigation Conclusion Notice to both the City and Escrow Holder indicating the Developer's unconditional acceptance of the physical condition of the Property, prior to the expiration of the Due Diligence Period;

3.2.2.3 The City's planning commission finds, pursuant to Government Code Section 65402, that the Project is consistent with the City's General Plan;

3.2.2.4 The Title Company is unconditionally committed to issue the Title Policy for the Property, subject to any Permitted Exceptions, to the Developer;

3.2.2.5 The City has taken the necessary actions to comply with CEQA;

3.2.2.6 The Developer submits to the City, at least five (5) business days prior to the Escrow Closing Date, evidence satisfactory to the City, in the City's reasonable discretion, that the Developer has obtained all entitlements necessary for the development of the Property from each applicable Governmental Agency, including the City;

3.2.2.7 The Developer delivers to the City, at least thirty (30) days prior to the Escrow Closing Date, in form and substance acceptable to the City, the Financing Commitment(s) applicable to the Property;

3.2.2.8 The Developer obtains the City's approval of the Construction Loan and Construction Lender applicable to the Property, in accordance with Section 6.3, which approval shall not be unreasonably withheld;

3.2.2.9 The Developer has completed all of its material obligations required by this Agreement to be completed prior to the Close of Escrow;

3.2.2.10 The representations, warranties and covenants of the Developer set forth in Section 1.2.2 are true and correct in all material respects on the Effective Date and on the Escrow Closing Date; and

3.2.2.11 The Developer deposits the funds and items into the Escrow required by Section 3.3 for the Escrow.

3.3 Developer's Escrow Deposits. Following satisfaction or waiver of each of the Developer's conditions to Close of Escrow set forth in Sections 3.2.1, as applicable, the Developer shall deposit the following funds and documents into Escrow at least two (2) business days prior to the Escrow Closing Date in a writing delivered to the Parties:

3.3.1 Closing Funds. Any funds required to be deposited into Escrow by the Developer under the terms of this Agreement to close the Escrow, all in immediately available funds.

3.3.2 PCO Statement. A PCO Statement executed by the authorized representative(s) of the Developer.

3.3.3 Acceptance of Grant Deed. The Certificate of Acceptance of the Deed, in the form attached to the Grant Deed, executed by the authorized representative(s) of the Developer in recordable form.

3.3.4 Notice of Agreement. The Notice of Agreement executed by the authorized representative(s) of the Developer in recordable form.

3.4 City's Escrow Deposits. Following satisfaction or waiver of each of the City's conditions to Close of Escrow set forth in Sections 3.2.2, as applicable, the City shall deposit the following documents into Escrow at least two (2) business days prior to the Escrow Closing Date:

3.4.1 Grant Deed. The Grant Deed executed by the authorized representative(s) of the City in recordable form.

3.4.2 FIRPTA Affidavit (City). The FIRPTA Affidavit completed and executed by the authorized representative(s) of the City.

3.4.3 Notice of Agreement. The Notice of Agreement executed by the authorized representative(s) of the City in recordable form.

3.5 Closing Procedure. When each of the Developer's Escrow required deposits, as set forth in Section 3.3, and each of the City's Escrow required deposits, as set forth in Section 3.4, are deposited into Escrow, Escrow Holder shall request confirmation in writing from both the City and the Developer that each of their respective conditions to the Close of Escrow, as set forth in Section 3.2, are satisfied or waived. Upon Escrow Holder's receipt of written confirmation from both the City and the Developer that each of their respective conditions to the Close of Escrow are either satisfied or waived, Escrow Holder shall close the Escrow for the Property by doing all of the following:

3.5.1 Recordation of Documents. File the following with the Office of the Recorder of the County, for recordation in the order set forth in Section 3.7 (i) the Grant Deed, with the Developer's certificate of acceptance attached, (ii) the Notice of Agreement, and (iii) if applicable, the Construction Loan Deed of Trust.

3.5.2 Distribution of Recorded Documents. Distribute each recorded document to the Party or person designated for such distribution in Section 3.7.

3.5.3 PCO Statement. File the PCO Statement with the Office of the Recorder of the County.

3.5.4 FIRPTA Affidavit. File the FIRPTA Affidavit with the United States Internal Revenue Service.

3.5.5 Title Policy. Obtain and deliver the Title Policy to the Developer.

3.5.6 Purchase Price. [Not used.]

3.6 Close of Escrow. Close of Escrow shall occur no later than the earlier of: (1) the tenth (10th) business day following Escrow Holder's receipt of written confirmation from both the City and the Developer of the satisfaction or waiver of all conditions precedent to the Close of Escrow for the Property, or (2) thirty (30) days from the end of the Due Diligence Period (the "**Escrow Closing Date**"). If for any reason the Close of Escrow has not occurred by the Escrow Closing Date, then any Party not then in default of this Agreement may cancel the Escrow and terminate this Agreement, subject to the notice and cure provisions of Section 7.1 (to the extent applicable), without liability to any other Party or any other person for such termination and

cancellation, by delivering written notice of termination to the other Party(ies) and Escrow Holder and, thereafter, the Parties shall proceed pursuant to Section 3.10 if the non-terminating Party is not in default or pursuant to Section 7.2 or 7.3 (as applicable) if the non-terminating Party is in default. Without limiting the right of any Party to terminate this Agreement, pursuant to the preceding sentence, if Escrow does not close on or before the Escrow Closing Date, and no Party has exercised its contractual right to cancel Escrow and terminate this Agreement before such time, then Escrow shall close as soon as reasonably possible following the first date on which Escrow Holder is in a position to close the Escrow pursuant to the terms and conditions of this Agreement.

3.7 Recordation and Distribution of Documents. As applicable, Escrow Holder shall cause the following documents to be recorded in the official records of the Recorder of the County in the following order of priority at the Close of Escrow: (i) the Grant Deed, with the Developer's certificate of acceptance attached, (ii) the Notice of Agreement, (iii) the Construction Loan Deed of Trust, if applicable, and (iv) any other documents to be recorded through Escrow upon the joint instructions of the Parties. All recorded documents shall provide that they are to be returned to Escrow Holder after recordation. When originals of such recorded documents are returned to Escrow Holder, Escrow Holder shall deliver: (i) the original Grant Deed, with the Developer's original certificate of acceptance attached, to the Developer and copies to the City, each showing all recording information, (ii) the original of the Notice of Agreement to the City, with copies to the Developer, each showing all recording information, (iii) the Construction Loan Deed of Trust to the Construction Lender for the Project, with copies to the Developer and the City, each showing all recording information, and (iv) the original of any other document recorded at the close of Escrow to the Party or other person designated in the joint escrow instructions of the Parties for such recordation and a copy of each such document to the other Party or Parties, each showing all recording information.

3.8 Escrow Closing Costs, Taxes and Title Policy Premium. The City and the Developer shall each pay one-half (1/2) of the Escrow fees and such other costs as Escrow Holder may charge for the conduct of the Escrow. Escrow Holder shall notify the Developer and the City of the costs to be borne by each of them at the Close of Escrow by delivering the Escrow Holder's estimated closing/settlement statement to both the City and the Developer at least four (4) business days prior to the Escrow Closing Date. The City shall pay the premium charged by the Title Company for the standard Title Policy for the Property, exclusive of any endorsements or other supplements to the coverage of such Title Policy that may be requested by the Developer, as well as documentary transfer taxes and any and all other charges, fees and taxes levied by a Governmental City relative to the conveyance of any portion of the Property through the Escrow transaction contemplated in this Agreement. The Developer shall pay any and all recording fees relative to the conveyance of any portion of the Property through the Escrow transaction contemplated in this Agreement.

3.9 Escrow Cancellation Charges. If the Escrow fails to close due to either the City's material default under this Agreement and the Escrow is cancelled and this Agreement is terminated, the City shall pay all ordinary and reasonable Escrow and title order cancellation charges. If the Escrow fails to close due to the Developer's material default under this Agreement and the Escrow is cancelled and this Agreement is terminated, the Developer shall pay all ordinary and reasonable Escrow and title order cancellation charges. If the Escrow fails to close for any reason other than the material default of either the Developer or the City and the Escrow is

cancelled and this Agreement is terminated, the Developer and the City shall each pay one-half (1/2) of any ordinary and reasonable Escrow and title order cancellation charges.

3.10 Escrow Cancellation. If this Agreement is terminated and the Escrow cancelled pursuant to a contractual right granted to a Party in this Agreement to terminate this Agreement and cancel the Escrow, other than due to the material default of another Party, the Parties shall do each of the following:

3.10.1 Cancellation Instructions. The Parties shall, within three (3) business days of receipt of Escrow Holder's written request, execute any reasonable Escrow cancellation instructions requested by Escrow Holder;

3.10.2 Return of Funds and Documents. Within ten (10) days of receipt by the Parties of a settlement statement of Escrow and title order cancellation charges from Escrow Holder: (i) the Developer or Escrow Holder shall return to the City any documents previously delivered by the City to the Developer or Escrow Holder, (ii) the City or Escrow Holder shall return to the Developer all documents previously delivered by the Developer to the City or Escrow Holder; (iii) Escrow Holder shall return to the Developer any funds deposited by Developer into Escrow, less the Developer's share of customary and reasonable Escrow and title order cancellation charges, if any; and (iv) Escrow Holder shall return to the City any funds deposited by City into Escrow if it has already been deposited, less the City's share of customary and reasonable Escrow and title order cancellation charges, if any.

3.11 Report to IRS. Following the Close of Escrow and prior to the last date on which such report is required to be filed with the Internal Revenue Service, if such report is required pursuant to Section 6045(e) of the Internal Revenue Code, Escrow Holder shall report the gross proceeds of the transfer and sale of the Property to the Internal Revenue Service on Form 1099-B, W-9 or such other form(s) as may be specified by the Internal Revenue Service pursuant to Section 6045(e). Upon the filing of such reporting form with the Internal Revenue Service, Escrow Holder shall deliver a copy of the filed form to the City and the Developer.

ARTICLE IV

PROJECT DEVELOPMENT

4.1 Developer Covenant to Undertake Project. The Developer covenants, for itself, its successors and assigns, to and for the exclusive benefit of the City, that the Developer shall commence and complete the development of the Project on the Property within the time period for such actions set forth in the Schedule of Performance. The Developer covenants and agrees for itself, its successors, and assigns, that the Property shall be improved and developed with the Project in substantial conformity with the terms and conditions of this Agreement, the Scope of Development, the Schedule of Performance, any and all plans, specifications and similar development documents required by this Agreement, except for such changes as may be mutually agreed upon in writing by and among the Parties, and all applicable laws, regulations, orders and conditions of each Governmental Agency with jurisdiction over the Property or the Project. The covenants of this Section 4.1 shall run with the land of the Property until the earlier of the date of

recordation of the Certificate of Completion or the fifteenth (15th) anniversary of the date of the Close of Escrow.

4.2 Developer Changes to Plans and Specifications During Course of Construction. The Developer shall have the right during the course of construction of the Project to make "**minor field changes**," without seeking the approval of the City, if such changes do not affect the type of use to be conducted within all or any portion of a structure. "**Minor field changes**" shall be defined as those changes from the approved Plans and Specifications that have no substantial effect on the Project or are made in order to expedite the work of construction in response to field conditions. The Developer shall submit all other changes, i.e. those changes which are not **"minor field changes"**, to the City for its review and approval no less than fifteen (15) days prior to the date that the Developer intends to implement such changes. The City shall have ten (10) days from its receipt of such proposed changes to review the same and advise the Developer in writing whether such changes are acceptable to the City in its reasonable discretion. Any proposed changes which are not disapproved by the City within such ten (10) day period shall be deemed approved. Nothing contained in this Section 4.2 shall be deemed to constitute a waiver of or change in the City requirements governing "**minor field changes**" or other changes or in any approvals by the City otherwise required for "**minor field changes"** or other changes.

4.3 Construction Start and Completion of Project. The Developer shall commence construction of the Project in accordance with the Schedule of Performance and, thereafter, shall diligently proceed to complete the construction of the Project in a good and workmanlike manner in substantial conformity with the approved plans, specifications, and conditions for the Project approved by the City and the Schedule of Performance. The Developer shall obtain a Certificate of Completion on or before the Project Completion Date. The Developer will, promptly upon completion of construction of the Project, cause the Project to be inspected by each Governmental Agency with jurisdiction over the Project, shall correct any defects and deficiencies that may be disclosed by any such inspection and shall cause to be duly issued all occupancy certificates and other licenses, permits and authorizations necessary for the operation and occupancy of the completed Project. The Developer shall do and perform all of the foregoing acts and things and cause to be issued and executed all such occupancy certificates, licenses, and authorizations for the Project on or before the date set forth therefor in the Schedule of Performance as the completion date for the Project. After commencement of the work of improvement of the Project, the Developer shall not permit the work of improvement of the Project to cease or be suspended for a time period in excess of thirty (30) consecutive calendar days, subject to Unavoidable Delays.

4.4 Compliance with Laws. All work performed in connection with the development of the Project shall comply with all Governmental Requirements.

4.5 Schedule of Performance. The Schedule of Performance establishes various dates and times for the accomplishment of various tasks assigned to the City and the Developer and the satisfaction of the conditions precedent to the close of the Escrow. The Parties agree that time is of the essence in the performance of such tasks and the satisfaction of conditions precedent, in view of the large investment of resources that all Parties recognize will be required for assembly of the Property and the undertaking of the Project. If the date or time for the performance of a task or the satisfaction of a condition, as set forth in either the text of this Agreement or in the Schedule of Performance, may not be achieved, then prior to such date or time set forth in the text

of this Agreement or the Schedule of Performance, the Parties shall consider whether a modification to the text of this Agreement or to the Schedule of Performance is indicated. Any decision to approve a modification to a time or date established in either the text of this Agreement or the Schedule of Performance shall be subject to the sole discretion of each Party. Any modification of a time or date for performance of a particular task or satisfaction of a particular condition that does not result in a change of more than one hundred eighty (180) days may be approved on behalf of the City by the City Manager, in his or her reasonable discretion. A modification of a time or date for performance of a task or satisfaction of a condition (or a series of such modifications) that results in an aggregate change of more than one hundred eighty (180) days shall be subject to the approval of the City Council, in its sole and absolute discretion. If performance of a task or satisfaction of a condition in the Schedule Performance is prevented or delayed by Unavoidable Delays, the deadline for completion of such task or satisfaction of such condition shall be extended by the period of such Unavoidable Delays.

4.6 Developer Attendance at City Meetings. The Developer agrees to have one or more of its employees or consultants who are knowledgeable regarding this Agreement and the development of the Project, such that such person(s) can meaningfully respond to City questions regarding the progress of the Project, attend City Council meetings, when requested to do so on not less than ten (10) days prior written notice by City staff.

4.7 City's Right to Inspect Project and Property. Officers, employees, agents and representatives of the City shall have the right of reasonable access to the Property, without the payment of charges or fees, during normal construction hours, during the period of construction of the Project. Such officers, employees, agents or representatives of the City shall be those persons who are designated by the City Manager. Any and all officers, employees, agents or representatives of the City who enter the Property shall identify themselves at the construction management office on the Property, upon their entrance on to the Property, and shall at all times be accompanied by a representative of the Developer, while on the Property. The Developer shall make a representative of the Developer available for this purpose at all times during normal construction hours, upon reasonable notice from the City. The City shall indemnify and hold the Developer harmless from injury, property damage or liability arising out of the exercise by the City of the right of access to the Property provided in this Section 4.7, other than injury, property damage or liability arising from the negligence or willful misconduct of the Developer or its officers, agents or employees. The City shall inspect relevant portions of the Property, prior to issuing any written statements reflecting adversely on the Developer's compliance with the terms and conditions of this Agreement pertaining to development of the Project. If in the City's reasonable judgment it is necessary, the City shall have the further right, from time to time, to retain a consultant or consultants to inspect the Project and verify compliance by the Developer with the provisions of this Agreement. The Developer acknowledges and agrees that any such inspections are for the sole purpose of protecting the City's rights under this Agreement, are made solely for the City's benefit, that the inspections may be superficial and general in nature, and are for the purposes of informing the City of the progress of the Project and the conformity of the Project with the terms and conditions of this Agreement, and that the Developer shall not be entitled to rely on any such inspection(s) as constituting an approval, satisfaction or acceptance of any materials, workmanship, conformity of the Project with this Agreement or otherwise. The Developer agrees to make its own regular inspections of the work of construction of the Project to determine that the quality of the Project and all other requirements of the work of construction of

the Project are being performed in a manner satisfactory to the Developer. The Developer also agrees to immediately notify the City in writing should the Developer's inspections show any matters that will prevent the entire Project from being completed by the Project Completion Date set forth therefore in the Schedule of Performance. Without limiting the foregoing, the Developer shall permit the City upon reasonable notice to examine and copy all books and account records and other papers relating to the Property and the construction of the Project. The Developer will use commercially reasonable efforts to cause all contractors, subcontractors and materialmen to cooperate with the City to enable such examination.

4.8 Cost of Construction. The cost and expense of undertaking and completing the Project, including, without limitation, constructing all legally imposed on- and off-site improvements, and providing all utilities therefor, shall be borne by Developer at its sole cost, expense and liability. Developer shall be solely responsible for payment of all City land use, construction, inspection, plan check and development impact fees (collectively, "**Development Fees**") imposed by the City with respect to the development of the Project. Developer shall bear all costs and expenses associated with the processing and obtaining of the entitlements and shall bear all costs and expenses (except to the extent expressly set forth otherwise in this Agreement), associated with any and all terms, conditions, requirements, mitigation measures and other exactions imposed on, or required in connection with, the entitlements.

4.9 Prevailing Wages.

4.9.1 The Developer acknowledges that the City has not made any representation, express or implied, to the Developer or any person associated with the Developer regarding whether or not laborers employed relative to the construction of the Project must be paid the prevailing per diem wage rate for their labor classification, as determined by the State of California, pursuant to Labor Code Sections 1720, et seq. The Developer agrees with the City that the Developer shall assume the responsibility and be solely responsible for determining whether or not laborers employed relative to the construction of the Project must be paid the prevailing per diem wage rate for their labor classification.

4.9.2 The Developer, on behalf of itself, its successors, and assigns, waives and releases the City from any right of action that may be available to it pursuant to Labor Code Sections 1726 and 1781. The Developer acknowledges the protections of Civil Code Section 1542 relative to the waiver and release contained in this Section 4.9, which reads as follows:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

BY INITIALING BELOW, THE DEVELOPER KNOWINGLY AND VOLUNTARILY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY IN CONNECTION WITH THE WAIVERS AND RELEASES OF THIS SECTION 4.9.2.

_____
Developer's Initials

4.9.3 Additionally, in accordance with Section 7.7, the Developer shall indemnify, defend with counsel acceptable to the City and hold the City harmless against any claims pursuant to Labor Code Sections 1726 and 1781 arising from this Agreement or the construction or operation of the Project.

4.10 Certificate of Completion.

4.10.1 Following the substantial completion of construction of the Project, and upon written request from the Developer for issuance of a Certificate of Completion for the Project, the City shall inspect the Project to determine whether or not the Project has been substantially completed in compliance with this Agreement. If the City determines that the Project is complete and in compliance with this Agreement, the City Manager shall furnish the Developer with a Certificate of Completion for the Project. If the City determines that the Project is not in compliance with this Agreement, the City Manager shall send written notice of each non-conformity to the Developer. Upon issuance of the final certificate of occupancy for the development of the Project, based on the plans submitted by the Developer to the City, the City shall furnish the Developer with a Certificate of Completion for the Project.

4.10.2 Upon the Developer's substantial completion of the Project, the Developer shall request and be entitled to receive a Certificate of Completion, including the right of the City Manager to issue the Certificate of Completion, except that the Certificate of Completion, upon issuance, shall be evidence of the City's conclusive determination of satisfactory substantial completion of the entirety of the Project pursuant to the terms of this Agreement.

4.10.3 The City shall not unreasonably withhold the issuance of a Certificate of Completion. A Certificate of Completion shall be evidence of the City's conclusive determination of satisfactory completion of the Project to which it pertains pursuant to the terms of this Agreement. After the recordation of a Certificate of Completion for the Project, any person then owning or thereafter purchasing, leasing or otherwise acquiring any interest in the Property improved with the Project shall not (because of such ownership, purchase, lease or acquisition) incur any obligation or liability under this Agreement regarding construction or installation of the Project except that such person shall be bound by any reservations, covenants, conditions, restrictions and other interests recorded against the Property pursuant to this Agreement and the Grant Deed.

4.10.4 If the City fails or refuses to issue a Certificate of Completion following written request from the Developer, the City shall, within fifteen (15) calendar days of the Developer's written request or within three (3) calendar days after the next regular meeting of the City Council, whichever date occurs later, provide the Developer with a written statement setting

forth the reasons for the City's failure or refusal to issue a Certificate of Completion. The statement shall also contain the City's opinion of the action(s) the Developer must take to obtain a Certificate of Completion from the City. If the reason for the Developer's failure to complete the Project is confined to the immediate unavailability of specific items or materials for construction or landscaping at a price reasonably acceptable to the Developer or other minor building "**punch-list**" items, the City may issue its Certificate of Completion upon the posting of a bond or irrevocable standby letter of credit by the Developer in a form reasonably acceptable to the City in an amount representing the fair value of the work on the Project remaining to be completed, as reasonably determined by the City. If the City fails to provide such written statement, within the specified time period, the Developer shall be deemed conclusively and without further action of the City to have satisfied the requirements of this Agreement with respect to the Project, as if a Certificate of Completion had been issued by the City pursuant to this Agreement.

4.10.5 A Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of the Developer to any holder of a mortgage, or any insurer of a mortgage securing money loaned to finance the Project, or any parts thereof. A Certificate of Completion shall not be deemed to constitute a notice of completion under Section 3093 of the California Civil Code, nor shall it act to terminate the continuing covenants, restrictions or conditions contained in the Grant Deed or any other instruments recorded against the Property pursuant to this Agreement. A Certificate of Completion is not evidence of the compliance of the Project with any City requirements, the City Requirements or any building code, conditions of approval, land use, zoning or other requirements of any Governmental Agency with jurisdiction over the Property, other than the City.

ARTICLE V

DEVELOPER COVENANTS

5.1 Maintenance Condition of the Property. The Developer for itself, its successors and assigns to all or any part or portion of the Property and/or Project, covenants and agrees that:

5.1.1 The areas of the Property that are subject to public view (including all existing and future improvements, paving, walkways, landscaping, exterior signage and ornamentation) shall be maintained in good repair and a neat, clean and orderly condition, ordinary wear and tear excepted. If there is an occurrence of an adverse condition on any area of the Property that is subject to public view in contravention of the general maintenance standard described above (a "**Maintenance Deficiency**"), then the City shall notify the Developer in writing of the Maintenance Deficiency. If the Developer fails to cure or commence and diligently pursue to cure the Maintenance Deficiency within thirty (30) days of its receipt of notice of the Maintenance Deficiency, the City shall have the right to enter the Property and perform all acts necessary to cure the Maintenance Deficiency, or to take any other action at law or in equity that may then be available to the City to accomplish the abatement of the Maintenance Deficiency. Any sum expended by the City for the abatement of a Maintenance Deficiency on the Property pursuant to this Section 5.1.1 shall become a lien on the Property, as applicable. If the amount of the lien is not paid within thirty (30) days after written demand for payment from the City to the Developer, the City shall have the right to enforce the lien in the manner provided in Section 5.1.3.

5.1.2 Graffiti, as this term is defined in Government Code Section 38772, that has been applied to any exterior surface of a structure or improvement on the Property that is visible from any public right-of-way adjacent or contiguous to the Property, shall be removed by the Developer by either painting over the evidence of such vandalism with a paint that has been color-matched to the surface on which the paint is applied, or graffiti may be removed with solvents, detergents or water, as appropriate. If any such graffiti is not removed within ninety-six (96) hours following the time of the discovery of the graffiti, the City shall have the right to enter the Property and remove the graffiti, without notice to the Developer. Any sum reasonably expended by the City for the removal of graffiti from the Property pursuant to this Section 5.1.2, shall be a lien on the Property. If the amount of the lien is not paid within thirty (30) days after written demand to the Developer from the City, the City shall have the right to enforce its lien in the manner provided in Section 5.1.3.

5.1.3 The Parties further mutually understand and agree that the rights conferred upon the City under this Section 5.1.3 expressly include a grant by the Developer of a security interest in the Property with the power to establish and enforce a lien or other encumbrance against the Property or any portion thereof, in the manner provided under Civil Code Sections 2924, 2924b and 2924c, to secure the obligations of the Developer and it successors under Section 5.1.1 or Section 5.1.2, including the reasonable attorneys' fees and costs of the City associated with the abatement of a Maintenance Deficiency or removal of graffiti. For the purposes of the preceding sentence the words "reasonable attorneys' fees and costs of the City" mean and include the salaries, benefits and costs of the City Attorney and the lawyers employed in the Office of the City Attorney.

5.1.4 The provisions of this Section 5.1.4 shall be a covenant running with the land of the Property, and shall be enforceable against the Developer and its successors and assigns.

5.1.5 Nothing in the foregoing provisions of this Section 5.1.4 shall be deemed to preclude the Developer from making any alteration, addition, or other change to any structure or improvement or landscaping on the Property, provided that any such changes comply with applicable zoning and building regulations of the City.

5.2 Obligation to Refrain from Discrimination. The Developer for itself, its successors and assigns to all or any part or portion of the Property and/or Project, covenants and agrees that:

5.2.1 There shall be no discrimination against or segregation of any person, or group of persons, on account of sex, marital status, race, color, religion, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property nor shall the Developer, itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sub-tenants, sub-lessees or vendees of the Property. The covenant of this Section 5.2 shall run with the land of the Property and shall be enforceable against the Developer and its successors and assigns in perpetuity and be a covenant in the Grant Deed and the Notice of Agreement.

5.2.2 The covenant of this Section 5.2 shall run with the land of the Property in perpetuity, shall be enforceable against the Developer and its successors and assigns, and shall be covenants set forth in the Grant Deed.

5.3 Form of Non-Discrimination and Non-Segregation Clauses. The Developer for itself, its successors and assigns to all or any part or portion of the Property and/or Project, covenants and agrees that:

5.3.1 The Developer, such successors and such assigns shall refrain from restricting the sale, lease, sublease, rental, transfer, use, occupancy, tenure or enjoyment of the Property (or any portion thereof) on the basis of sex, marital status, race, color, religion, creed, ancestry or national origin of any person. All deeds, leases or contracts pertaining to the Property shall contain or be subject to substantially the following non-discrimination or non-segregation covenants:

5.3.1.1 In deeds: "The grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sub-tenants, sub-lessee, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

5.3.1.2 In leases: "The Lessee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants lessees, sub-lessee, sub-tenants, or vendees in the premises herein leased."

5.3.1.3 In contracts: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed or leased, nor shall the transferee or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sub-lessees, sub-tenants, or vendees of the premises herein transferred." The foregoing provision shall be binding upon and shall obligate the contracting party or parties and any subcontracting party or parties, or other transferees under the instrument.

5.3.2 The covenant of this Section 5.3 shall run with the land of the Property in perpetuity, shall be enforceable against the Developer and its successors and assigns, and shall be covenants set forth in the Grant Deed.

5.4 Survival of Special Development Covenants. All of the covenants set forth in ARTICLE V, inclusive, shall be a covenant running with the land of the Property and each such special development covenant shall survive the Close of Escrow, execution and recordation of the Grant Deed, and issuance and recordation of any Certificate of Completion for the time period specifically set forth in each such special development covenant. The Parties acknowledge that although the special development covenants apply to the entirety of the Property, portions of the Project and Property may, in accordance with the Permitted Transfer requirements, be sold or otherwise transferred to various successors and assigns of the Developer. Accordingly, the City agrees that with respect to enforcement of any of the special development covenants, it is understood and agreed that, in the event of a breach of any of the special development covenants, the City will seek to enforce those covenants only against the then-current owner(s) of that portion of the Property which is not in compliance with any one or more the special development covenants. No owner of any portion of the Property which is in compliance with the special development covenants shall be liable for the breach of any of the special development covenants by any other owner of any other portion of the Property; provided, however, that the foregoing shall not preclude City from seeking damages against any prior owner of any portion of the Property if, during the tenure of such owner's ownership, such owner's portion of the Property was not in compliance with any one or more of the special development covenants.

5.5 Developer Covenant to Defend this Agreement. The Developer acknowledges that the City is a "**public entity**" and/or "**public agency**" as defined under applicable California law. Therefore, the City must satisfy the requirements of certain California statutes relating to the actions of public entities and public agencies including, without limitation, CEQA. Also, as a public body, the City's action in approving this Agreement may be subject to proceedings to invalidate this Agreement or mandamus. The Developer assumes the risk of delays and damages that may result to the Developer from any third-party legal actions related to the City's approval of this Agreement or the pursuit of the activities contemplated by this Agreement, even in the event that an error, omission or abuse of discretion by the City is determined to have occurred. If a third-party files a legal action regarding the City's approval of this Agreement or the pursuit of the activities contemplated by this Agreement, either the City may terminate this Agreement on thirty (30) days written notice to the Developer of the City's intent to terminate this Agreement, referencing this Section 5.5, without any further obligation to perform the terms of this Agreement and without any liability to the Developer resulting from such termination, unless the Developer unconditionally agrees to indemnify and defend the City, with legal counsel acceptable to the City, against such third-party legal action, as provided in the next sentence. Within thirty (30) days of receipt of the City's notice of intent to terminate this Agreement, as provided in the preceding sentence, the Developer may offer to defend the City, with legal counsel reasonably acceptable to the City, in the third-party legal action and pay all of the court costs, attorney fees, monetary awards, sanctions, attorney fee awards, expert witness and consulting fees, and the expenses of any and all financial or performance obligations resulting from the disposition of the legal action. Any such offer from the Developer must be in writing and reasonably acceptable to the City in both form and substance. Nothing contained in this Section 5.5 shall be deemed or construed to be an express or implied admission that the City is liable to the Developer or any other person or

entity for damages alleged from any alleged or established failure of the City to comply with any statute, including, without limitation, CEQA. The Developer's defense of such third party actions as described in this Section 5.5 shall constitute an Unavoidable Delay.

5.6 Environmental Indemnity of the City by the Developer. The Developer agrees, at its sole cost and expense, to fully indemnify, protect, hold harmless, and defend (with counsel selected by the Developer and approved by the City) the City and its commissions, agents, attorneys, officers, employees, and authorized representatives (collectively, the "**Indemnified Parties**"), from and against any and all claims, demands, damages, losses, liabilities, obligations, penalties, fines, actions, causes of action, judgments, suits, proceedings, costs, disbursements and expenses, including, without limitation, attorney fees, disbursements and costs of attorneys, environmental consultants and other experts, and all foreseeable and unforeseeable damages or costs of any kind or of any nature whatsoever (collectively, "**Environmental Claims**") that may, at any time, be imposed upon, incurred or suffered by, or claimed, asserted or awarded against, the Indemnified Parties, directly or indirectly relating to or arising from any of the following "**Environmental Matters**" existing or occurring during or arising from the Developer's ownership of the Property or construction or operation of the Project:

5.6.1 The presence of Hazardous Materials on, in, under, from or affecting all or any portion of the Property or the Project.

5.6.2 The storage, holding, handling, release, threatened release, discharge, generation, leak, abatement, removal or transportation of any Hazardous Materials on, in, under, from or affecting the Property or the Project.

5.6.3 The violation of any law, rule, regulation, judgment, order, permit, license, agreement, covenant, restriction, requirement or the like by the Developer, its agents or contractors, relating to or governing in any way Hazardous Materials on, in, under, from or affecting the Property or the Project.

5.6.4 The failure of the Developer, its agents or contractors, to properly complete, obtain, submit and/or file any and all notices, permits, licenses, authorizations, covenants and the like in connection with the Developer's activities on the Property or regarding the Project.

5.6.5 The implementation and enforcement by the Developer, its agents or contractors of any monitoring, notification or other precautionary measures that may, at any time, become necessary to protect against the release, potential release or discharge of Hazardous Materials on, in, under, from or affecting the Property or the Project.

5.6.6 The failure of the Developer, its agents or contractors, in compliance with all applicable Environmental Laws, to lawfully remove, contain, transport or dispose of any Hazardous Materials existing, stored or generated on, in, under or from the Property or the Project.

5.6.7 Any investigation, inquiry, order, hearing, action or other proceeding by or before any governmental agency in connection with any Hazardous Materials on, in, under, from or affecting the Property or the Project or the violation of any Environmental Law relating to the Property or the Project.

5.6.8 The Developer shall pay to the Indemnified Parties all costs and expenses including, without limitation, reasonable attorneys' fees and costs, incurred by the Indemnified Parties in connection with enforcement of the aforementioned environmental indemnity.

5.7 Insurance. In order to protect the City and their commissions, agents, attorneys, officers, employees and authorized representatives (collectively, "**Additional Insureds**") against any and all claims and liability for death, injury, loss and damage resulting from the Developer's actions in connection with this Agreement, the Property, and the Project, the Developer shall secure and maintain the insurance coverage, described in and required by this Section 5.7. The City shall not have any obligation under this Agreement until the Developer provides the required policies and/or certificates evidencing the insurance required by this Section 5.7 to the City and the City approves such evidence of insurance. The Developer shall pay any deductibles and self-insured retentions under all insurance policies issued in satisfaction of the terms of this Agreement. Developer shall retain all insurance policies as set forth in this Section 5.7 until recordation of the Certificate of Completion.

5.7.1 Workers' Compensation Insurance Requirement. The Developer shall submit written proof that the Developer is insured against liability for workers' compensation in accordance with the provisions of Section 3700 of the Labor Code. By executing this Agreement, the Developer makes the following certification, required by Section 1861 of the Labor Code:

> "I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of the Agreement."

The Developer shall require each contractor and sub-contractor performing work on the Project to provide workers' compensation coverage for all of such contractor's or sub-contractor's employees, unless the contractor's or sub-contractor's employees are covered by workers' compensation insurance provided by the Developer. If any class of employees engaged in work or services performed in connection with the Project is not covered by Labor Code Section 3700, the Developer shall provide and/or require each contractor or sub-contractor to provide adequate workers' compensation insurance covering such employees. Each workers' compensation policy procured pursuant to this Section 5.7.1 shall contain a full waiver of subrogation clause in favor of the Additional Insureds.

5.7.2 Liability and Insurance Requirements.

5.7.2.1 The Developer shall maintain in full force and effect, until the issuance of the Certificate of Completion, subject to Section 5.7.2.4, the following insurance coverage:

5.7.2.1.1 Commercial General Liability Insurance coverage, including, but not limited to, Premises-Operations, Contractual Liability Insurance (specifically covering all indemnity obligations of the Developer pursuant to this Agreement), Products-Completed Operations Hazards, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of the construction of the Project and/or the Developer's operations concerning the Property or the Project. The commercial general liability insurance coverage shall have minimum limits for Bodily Injury and Property Damage liability of TWO MILLION DOLLARS ($2,000,000) each occurrence and FOUR MILLION DOLLARS ($4,000,000) aggregate.

5.7.2.1.2 Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering all owned, leased, hired and non-owned vehicles used by the Developer with minimum limits for Bodily Injury and Property Damage of ONE MILLION DOLLARS ($1,000,000) each occurrence and TWO MILLION DOLLARS ($2,000,000) aggregate. Such insurance shall be provided by a business or commercial vehicle policy.

5.7.2.1.3 If the Developer hires a consultant to provide design services, such as architectural or engineering services in connection with the Project, or any portion of the Project, the Developer shall require each such consultant to provide Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of such design services, with limits of not less than ONE MILLION DOLLARS ($1,000,000).

5.7.2.1.4 Upon acceptance of the Project or any portion thereof, from each contractor, the Developer shall maintain Fire and Extended Coverage Insurance on the Project on a blanket basis or with an agreed amount clause in amounts not less than 100% of the replacement value of all portions of the Project so accepted.

5.7.2.2 During the construction of the Project, the Developer shall require that each contractor performing work on the Project maintain the following insurance coverage, as specified below, at all times during the performance of said work, or the Developer shall provide for such contractors "wrap" coverage, as specified below, at all times during the performance of said work:

5.7.2.2.1 The Developer shall maintain Builder's Risk Insurance to be written on an All Risk Completed Value form, in an aggregate amount equal to 100% of the completed insurable value of the Project or portion of the Project on which such contractor is performing work.

5.7.2.2.2 Each general contractor and each sub-contractor shall maintain Commercial General Liability Insurance with limits of not less than ONE MILLION DOLLARS ($1,000,000) per occurrence and TWO MILLION DOLLARS ($2,000,000) aggregate to protect the Developer during the construction of the Project from claims involving bodily injury and/or death and damage to the property of others.

5.7.2.2.3 Each general contractor and each sub-contractor shall maintain Automobile Liability Insurance against claims of personal injury (including bodily injury and death) and property damage covering all owned, leased, hired and non-owned vehicles used in the performance of the contractor's obligations with minimum limits for bodily injury and property damage of ONE MILLION DOLLARS ($1,000,000) each occurrence and TWO MILLION DOLLARS ($2,000,000) aggregate. Such automobile liability insurance shall be provided by a business or commercial vehicle policy.

5.7.2.3 The insurance required in Section 5.7.2.1 and Section 5.7.2.2 above shall include endorsements naming the Additional Insureds as additional insured for liability arising out of this Agreement and any operation related to this Agreement.

5.7.2.4 Any insurance coverage required under this Agreement shall not be written on a "claims made" basis. The applicable certificate of insurance must clearly provide that the coverage is on an "occurrence" basis. The requirements of this Section 5.7.2.4 shall survive any expiration or termination of this Agreement and the recordation of the Grant Deed and any Certificate of Completion.

5.7.2.5 Receipt by the City of evidence of insurance that does not comply with the above requirements shall not constitute a waiver of the insurance requirements of this Agreement.

5.7.2.6 Subject to Section 5.7.2.4, all of the insurance coverage required under this Section 5.7 shall be maintained by the Developer or its contractors, as required by the terms of this Agreement, until the issuance of the Certificate of Completion and shall not be reduced, modified, or canceled without, at least, thirty (30) days prior written notice to the City. Also, phrases such as "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company" shall not be included in the cancellation wording of any certificates of insurance or any coverage for the Additional Insureds. The Developer shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits are exhausted or upon insolvency of the insurer that issued the policy.

5.7.2.7 All insurance to be obtained and maintained by the Developer under this Section 5.7 shall be issued by a company or companies listed in the then current "Best's Key Rating Guide" publication with a minimum of an "A:VII" rating and be admitted to conduct business in the State of California by the State of California Department of Insurance.

5.7.2.8 The City will not accept self-insurance in satisfaction of the insurance requirements of this Section 5.7.

5.7.2.9 All insurance obtained and maintained by the Developer in satisfaction of the requirements of this Agreement shall be primary to and not contributing to any insurance maintained by the Additional Insureds.

5.7.2.10 Insurance coverage in the minimum amounts set forth in this Section 5.7 shall not be construed to relieve the Developer of any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues

the coverage; nor shall it preclude the Additional Insureds from taking such other actions as are available to them under any other provision of this Agreement or otherwise at law.

5.7.3 Failure by the Developer to maintain all insurance coverage required by this Section 5.7 in effect shall be an Event of Default by the Developer. The City, at its sole option, may exercise any remedy available to them in connection with such an Event of Default. Alternatively, the City may, at its sole option, purchase any such required insurance coverage and the City shall be entitled to immediate payment from the Developer for any premiums and associated costs paid by the City for such insurance coverage. Any election by the City to purchase or not to purchase insurance otherwise required to be carried by the Developer shall not relieve the Developer of its obligation to obtain and maintain the insurance coverage required by this Agreement.

ARTICLE VI

PROJECT FINANCING

6.1 Recordation of Construction Loan Deed of Trust. The Developer covenants to the City that, if Developer has arranged any secured Construction Loan, the Developer shall cause the Construction Loan Deed of Trust(s) to be recorded against the Property within sixty (60) days following the Close of Escrow.

6.2 Unauthorized Liens. Except as provided in Section 6.3, until recordation of the Certificate of Completion, the Developer shall not record, and shall not allow to be recorded, against the Property, or any portion thereof, any Lien not expressly authorized by this Agreement. Until recordation of the Certificate of Completion, the Developer shall remove, or shall have removed, any unauthorized Lien made or recorded against the Property or any portion of the Property or shall assure the satisfaction thereof to the satisfaction of the City. After one hundred twenty (120) calendar days prior written notice to the Developer, the City shall have the right, but not the obligation, to satisfy any unauthorized Lien made or recorded prior to recordation of the Certificate of Completion and receive reimbursement from the Developer for any amounts paid or incurred in satisfying any such Lien, upon demand. Nothing in this Section 6.2, though, shall require the Developer to pay or make provisions for the payment of any tax, assessment, lien, or charge that the Developer is in the process of contesting the validity or amount thereof, in good faith, and so long as such contest shall not subject the Property, or any portion thereof, to forfeiture or sale.

6.3 Rights of Lenders and City Regarding Permitted Loans and Liens.

6.3.1 The City shall have the right of reasonable review and approval of any Lender from which the Developer proposes to obtain any Loan, whether or not such Loan is secured by a Lien against the Property or any portion thereof. The City shall not unreasonably withhold, condition or delay its approval of any proposed Lender or Loan. In deciding whether to give, condition or withhold such approval, the City may consider, among other matters, whether or not the proposed Lender is a state or federally chartered bank, savings and loan, or other financial institution which routinely provides construction financing to development projects such as the Project, whether the terms of the Loan are reasonable and customary when compared to the

financing terms of similar development projects in the County, the size and financial strength of the proposed Lender, and what effect, if any, any changes requested by the Lender to either this Agreement or any of the exhibits to this Agreement may have upon the City's rights and remedies hereunder. In connection therewith, in any notice requesting approval of a proposed Lender and Loan, the Developer shall include a statement identifying any amendments, modifications, or other changes to this Agreement or its exhibits which the proposed Lender will request in connection with the Developer's obtaining of the Loan. The City agrees to reasonably consider, but shall not be obligated to accept, any amendment, modification, or other change to this Agreement or any of the exhibits to this Agreement which materially restricts, diminishes, or burdens the City's rights and remedies.

6.3.2 Whenever the City delivers any notice or demand to the Developer regarding any breach or default by the Developer under this Agreement that, if not timely cured by the Developer, would entitle the City to terminate this Agreement, the City shall send a copy of such notice to each affected Lender of which the City has received notice and a contact address for transmittal of such notices. Whenever the City delivers any notice or demand to the Developer regarding any breach or default by the Developer under this Agreement that, if not timely cured by the Developer, would entitle the City to exercise its power of termination of the fee estate of all or any portion of the Property pursuant to Section 7.6, the City shall at the same time send a copy of such notice or demand to each affected Lender of which the City has received notice and a contact address for transmittal of such notice. Each affected Lender receiving a copy of any such notice shall have the right, at its option, to commence the cure or remedy of any such default of the Developer and to diligently and continuously proceed with such cure or remedy, within one hundred eighty (180) calendar days following its receipt of notice of the default. If a default of the Developer under this Agreement cannot, with diligence, be remedied or cured, or the remedy or cure of such default cannot be commenced, within such one hundred eighty (180) calendar day period, the Lender shall have such additional time as is reasonably necessary to remedy or cure such default of the Developer, but in no event beyond three hundred sixty five (365) calendar days following its receipt of notice of the default. If such default of the Developer can only be remedied or cured by the Lender upon obtaining possession of the Property, the Lender shall seek to obtain possession of the Property with diligence and continuity through a receiver or otherwise, and shall remedy or cure such default of the Developer within one hundred eighty (180) calendar days after obtaining possession of the Property. Nothing contained in this Agreement shall be deemed to permit or authorize any Lender to undertake or continue the construction of any portion of the Project (beyond the extent necessary to conserve or protect improvements or construction already made), without expressly assuming the Developer's obligations under this Agreement by written agreement approved by the City, in which the Lender agrees to complete, in the manner provided in this Agreement, the improvements to which the Lien or title of the Lender relates, which approval shall not unreasonably be withheld, delayed, or conditioned by the City.

6.3.3 In any case where, one hundred eighty (180) calendar days after delivery of notice of a default of the Developer under Section 6.3.2, an affected Lender has not exercised the option provided in Section 6.3.2 to construct the applicable portions of the Project, or has exercised the option, but has not proceeded diligently and continuously with construction, the City shall have the option, in the City's sole and absolute discretion, to purchase the Loan of such Lender and any security interest of such Lender under its Loan Documents by payment to the Lender of the amount of the unpaid Loan, including principal, accrued and unpaid interest, late

charges, costs, expenses and other amounts payable to the Lender by the Developer under its Loan Documents and, if the ownership of the Property or any portion of the Property has previously vested in such Lender, the City, at its option but not as its obligation, shall be entitled to a conveyance of any title or interest in the Property vested in such Lender from such Lender.

6.3.4 After expiration of the one hundred eighty (180) calendar day period provided for in Section 6.3.3, any affected Lender may demand, in writing, that the City act to exercise or forego the option granted in Section 6.3.3. If the City fails to exercise the right granted in Section 6.3.3 within sixty (60) calendar days from the date of the City's receipt of such written demand from a Lender, the City shall be conclusively deemed to have waived its right of purchase of that Lender's interest pursuant to Section 6.3.3.

6.3.5 In the event of a default or breach by the Developer under any Loan Documents, where the Lender has not exercised its option to complete the Project under Section 6.3.2, the City may cure the default of the Developer under the applicable Loan Documents, but is under no obligation to do so, prior to completion of any sale or foreclosure of the Property or any portion thereof under the applicable Loan Documents. The City shall be entitled to reimbursement from the Developer of all costs and expenses incurred by the City in curing any default of the Developer under any Loan Documents.

6.3.6 In any case where a Lender has acquired title to all or any portion of the Property or Project through foreclosure, deed in lieu of foreclosure, or any other means, and such Lender proposes to enter into an agreement to transfer the Property and/or Project, or any portion thereof, to a third party transferee, the Lender shall provide the City with written notice thereof, which notice shall include a reasonably detailed description of the terms and conditions of the proposed transaction. The City shall have the option, but not the obligation, to purchase the Property and/or Project on substantially the same terms as described in the Lender's notice, which option, if ever, shall be exercised by written notice from the City to the Lender within twenty (20) days following the City's receipt of the Lender's notice. If the City elects not to exercise its option, then, subject to Section 8.2.2, the Lender may complete the transaction described in its notice, provided that such transaction is closed on materially identical terms and conditions as those described in the Lender's notice to the City. If the Lender and third party transferee desire to materially amend the terms of their proposed transaction, the Lender shall give the City written notice of the proposed modifications and the City shall once again have the right to elect to acquire the Property and the Project (or portion thereof) on terms and conditions substantially similar to those modified terms. If, for any reason, the proposed transaction between the Lender and third party transferee fails to close within two hundred forty (240) days following the date on which the City first receives notice of the proposed transaction (or notice of the proposed modified transaction, whichever is later), then the City once again have the right to elect to acquire the Property and/or Project pursuant to this Section 6.3.6.

6.3.7 The restrictions set forth in this Section 6.3 shall remain in effect only until the recordation of the Certificate of Completion for the Project.

ARTICLE VII

DEFAULTS, REMEDIES AND TERMINATION

7.1 Defaults - General.

7.1.1 Subject to any extensions of time provided for in this Agreement, failure or delay by any Party to perform any term or provision of this Agreement shall constitute an "Event of Default" under this Agreement; provided, however, that if a Party otherwise in default commences to cure, correct or remedy such default, within thirty (30) calendar days after receipt of written notice from the injured Party specifying such default, and shall diligently and continuously prosecute such cure, correction or remedy to completion (and where any time limits for the completion of such cure, correction or remedy are specifically set forth in this Agreement, then within said time limits), such Party shall not be deemed to be in default under this Agreement and no Event of Default shall be deemed to have occurred.

7.1.2 The injured Party shall give written notice of default to the Party in default, specifying the default complained of by the non-defaulting Party. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default.

7.1.3 Any failure or delays by any Party in asserting any of their rights and/or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by any Party in asserting any of its rights and/or remedies shall not deprive that Party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert or enforce any such rights or remedies.

7.1.4 In addition to other acts or omissions of the Developer that may legally or equitably constitute a default or breach of this Agreement, the occurrence of any of the following specific events, prior to the issuance of a Certificate of Completion for the Project, shall constitute an "Event of Default" under this Agreement and shall not be subject to the notice and cure provisions of Section 7.1.1:

7.1.4.1 Any material default by the Developer under any Loan Documents for any purpose or reason that remains uncured following any applicable notice and expiration of any applicable cure period under such Loan Documents.

7.1.4.2 Any representation, warranty or disclosure made to the City by the Developer regarding this Agreement or the Project is materially false or misleading, whether or not such representation or disclosure appears in this Agreement.

7.1.4.3 The Developer fails to make any payment or deposit of funds required under this Agreement or to pay any other charge set forth in this Agreement, following seven (7) days' written notice to the Developer from the City of such failure.

7.1.4.4 The construction of the Project is delayed or suspended for a period in excess of that permitted under Section 4.3 or the Developer has not been issued, or entitled to be issued, a Certificate of Completion by the Project Completion Date.

7.1.4.5 There occurs any event of dissolution, reorganization or termination of the Developer that adversely and materially affects the operation or value of the Property or the Project, and such event is not corrected within five (5) days following written notice of such event from the City to the Developer.

7.1.4.6 The Developer Transfers its interest in this Agreement, the Property, or the Project, or any portion thereof, whether voluntarily or involuntarily or by operation of law, in violation of the terms and conditions of this Agreement and such action is not cured within the period prescribed in Section 8.2.2.

7.1.4.7 The Developer becomes insolvent or a receiver is appointed to conduct the affairs of the Developer under state or federal law.

7.1.4.8 The Developer's legal status as a California corporation authorized by the Secretary of State of the State of California to transact business in California is suspended or terminated.

7.2 LIQUIDATED DAMAGES TO THE CITY. UPON THE OCCURRENCE OF AN EVENT OF DEFAULT BY THE DEVELOPER UNDER THIS AGREEMENT PRIOR TO THE CLOSE OF ESCROW, THE CITY MAY CANCEL THE ESCROW PURSUANT TO SECTION 3.10, AND UPON CANCELLATION OF THE ESCROW, THE CITY SHALL BE RELIEVED OF ANY OBLIGATION UNDER THIS AGREEMENT TO SELL OR CONVEY THE PROPERTY OR ANY PORTION THEREOF AND ANY SUCH ESCROW CANCELLATION SHALL BE WITHOUT ANY LIABILITY OF THE CITY TO THE DEVELOPER OR ANY OTHER PERSON ARISING FROM SUCH ACTIONS. THE CITY AND THE DEVELOPER ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT AND IMPRACTICAL, IF NOT IMPOSSIBLE, TO ASCERTAIN THE AMOUNT OF DAMAGES THAT WOULD BE SUFFERED BY THE CITY IN THE EVENT OF A CANCELLATION OF THE ESCROW DUE TO THE OCCURRENCE OF AN EVENT OF DEFAULT BY THE DEVELOPER UNDER THIS AGREEMENT PRIOR TO THE CLOSE OF ESCROW. HAVING MADE DILIGENT BUT UNSUCCESSFUL ATTEMPTS TO ASCERTAIN THE ACTUAL DAMAGES THE CITY WOULD SUFFER IN THE EVENT OF A CANCELLATION OF THE ESCROW DUE TO THE OCCURRENCE OF AN EVENT OF DEFAULT BY THE DEVELOPER UNDER THIS AGREEMENT PRIOR TO THE CLOSE OF ESCROW, THE CITY AND THE DEVELOPER AGREE THAT A REASONABLE ESTIMATE OF THE CITY'S DAMAGES IN SUCH EVENT IS THE TOTAL SUM OF $10,000.00 (THE "**LIQUIDATED DAMAGES AMOUNT**"). THEREFORE, UPON THE CANCELLATION OF THE ESCROW BY THE CITY DUE TO THE OCCURRENCE OF AN EVENT OF DEFAULT BY THE DEVELOPER UNDER THIS AGREEMENT PRIOR TO THE CLOSE OF THE ESCROW, ESCROW HOLDER SHALL IMMEDIATELY CANCEL THE ESCROW AND PAY THE LIQUIDATED DAMAGES AMOUNT TO THE CITY, IN PART, FROM THE DEPOSIT WITHIN FIVE (5) DAYS OF ESCROW CANCELLATION. RECEIPT OF THE LIQUIDATED DAMAGES AMOUNT SHALL BE THE CITY'S SOLE AND EXCLUSIVE REMEDY UPON THE CANCELLATION OF THE ESCROW DUE TO THE OCCURRENCE OF AN EVENT OF DEFAULT BY THE DEVELOPER UNDER THIS AGREEMENT PRIOR TO THE CLOSE OF ESCROW.

CITY'S INITIALS: _____ DEVELOPER'S INITIALS: _____

7.3 DEVELOPER'S ELECTION RE: SPECIFIC ENFORCEMENT OF AGREEMENT OR WAIVER OF RIGHT TO SPECIFIC PERFORMANCE AND LIMITATION ON RECOVERY OF DAMAGES PRIOR TO CLOSE OF ESCROW. UPON THE OCCURRENCE OF AN EVENT OF DEFAULT PERTAINING TO THE CONVEYANCE OF THE PROPERTY BY THE CITY UNDER THIS AGREEMENT PRIOR TO CLOSE OF ESCROW, THE DEVELOPER SHALL, AS ITS SOLE AND EXCLUSIVE REMEDY, HAVE THE RIGHT TO EXERCISE ONE OF THE ALTERNATIVE REMEDIES DESCRIBED IN SECTIONS 7.3.1 AND 7.3.2. THE DEVELOPER'S ELECTION, ONCE MADE, SHALL BE IRREVOCABLE.

7.3.1 WAIVER OF RIGHT TO SPECIFIC PERFORMANCE AND LIMITATION ON RECOVERY OF DAMAGES. THE DEVELOPER MAY WAIVE THE REMEDIES SET FORTH IN SECTION 7.3.2 AND MAY CANCEL THE ESCROW PURSUANT TO SECTION 3.10, AND UPON CANCELLATION OF THE ESCROW, THE DEVELOPER SHALL BE RELIEVED OF ANY OBLIGATION UNDER THIS AGREEMENT TO ACQUIRE OR ACCEPT TITLE TO THE PROPERTY AND ANY SUCH ESCROW CANCELLATION SHALL BE WITHOUT ANY LIABILITY OF THE DEVELOPER TO THE CITY OR ANY OTHER PERSON ARISING FROM SUCH ACTIONS. THE DEVELOPER SHALL BE LIMITED TO RECOVERING ANY AMOUNTS ACTUALLY EXPENDED BY THE DEVELOPER IN REASONABLE RELIANCE ON THIS AGREEMENT PRIOR TO THE DATE OF THE OCCURRENCE OF THE EVENT OF DEFAULT BY THE CITY, NOT TO EXCEED TEN THOUSAND DOLLARS ($10,000). THE DEVELOPER WAIVES ANY RIGHT TO RECOVER ANY OTHER SUMS FROM THE CITY ARISING FROM AN EVENT OF DEFAULT BY THE CITY PRIOR TO THE CLOSE OF ESCROW. THE DEVELOPER ACKNOWLEDGES THE PROTECTIONS OF CIVIL CODE SECTION 1542 RELATIVE TO THE WAIVER AND RELEASE CONTAINED IN THIS SECTION 7.3.1, WHICH CIVIL CODE SECTION READS AS FOLLOWS:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

BY INITIALING BELOW, THE DEVELOPER KNOWINGLY AND VOLUNTARILY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY IN CONNECTION WITH THE WAIVERS AND RELEASES OF THIS SECTION 7.3.1.

DEVELOPER'S INITIALS _____

IN CONNECTION WITH THE WAIVERS OF THIS SECTION 7.3.1, THE DEVELOPER FURTHER WAIVES THE RIGHT TO RECORD A NOTICE OF PENDENCY OF ACTION AGAINST ALL OR ANY PORTION OF THE PROPERTY EXCEPT DEVELOPER MAY RECORD SUCH A NOTICE IN CONNECTION WITH ANY SUIT FOR

SPECIFIC PERFORMANCE PERMITTED HEREUNDER IN THE EVENT DEVELOPER ELECTS NOT TO WAIVE ITS RIGHT TO SEEK SPECIFIC PERFORMANCE UNDER SECTION 7.3.2.

7.3.2 SPECIFIC PERFORMANCE. THE DEVELOPER MAY WAIVE THE REMEDIES SET FORTH IN SECTION 7.3.1 AND, IN ACCORDANCE WITH CIVIL CODE SECTION 3384, ET SEQ., INSTITUTE AN ACTION AGAINST THE CITY FOR SPECIFIC PERFORMANCE OF THE TERMS OR PROVISIONS OF THIS AGREEMENT WHICH WERE TO HAVE BEEN COMPLETED BY THE CITY PRIOR TO THE CLOSE OF ESCROW.

7.4 Legal Actions.

7.4.1 Except as otherwise provided by Section 7.3, any Party may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy available to that Party under this Agreement or at law or in equity. Such legal actions must be instituted in the Superior Court of the State of California in and for the County of San Bernardino, California, in any other appropriate court within the County of San Bernardino, California.

7.4.2 The procedural and substantive laws of the State of California shall govern the interpretation and enforcement of this Agreement, without regard to conflicts of laws principles. The Parties acknowledge and agree that this Agreement is entered into, is to be fully performed in and relates to real property located in the City of Ontario, County of San Bernardino, California.

7.5 Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties set forth in this ARTICLE VII are non-exclusive and cumulative, and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party(ies).

7.6 City Power of Termination Regarding the Property.

7.6.1 The City hereby reserves a power of termination pursuant to Civil Code Sections 885.010, et seq., exercisable by the City, in its sole and absolute discretion, upon thirty (30) calendar days written notice to the Developer referencing this Section 7.6, to terminate the fee interest of the Developer in the Property and/or any improvements to the Property and revest such fee title in the City and take possession of all or any portion of such real property and improvements, without compensation to the Developer, upon the occurrence of an Event of Default by the Developer following the Close of Escrow and prior to the issuance of the Certificate of Completion.

7.6.2 The thirty (30) calendar day written notice specified Section 7.6.1 shall specify the Event of Default by the Developer triggering the City's exercise of its power of termination. The City shall proceed with its remedy set forth in Section 7.6.1 only if the Developer continues in default for a period of sixty (60) calendar days following such notice or, upon

commencing to cure such default, fails to diligently and continuously prosecute said cure to satisfactory conclusion.

7.6.3 The rights of the City under this Section 7.6 shall be subject and subordinate to, shall be limited by and shall not defeat, render invalid or limit:

7.6.3.1 Each Lien recorded against the Property and specifically authorized by this Agreement as a Permitted Transfer;

7.6.3.2 Any leases, declarations of covenants, conditions and restrictions, easement agreements or other recorded documents or interests applicable to the Property and specifically authorized by this Agreement as a Permitted Transfer.

7.6.4 Upon the City's exercise of its power of termination pursuant to this Section 7.6, the Developer or its successors or assigns shall convey by grant deed to the City title to the Property, as specified in the City's notice pursuant to Section 7.6.1, and all improvements thereon, in accordance with Civil Code Section 1109, as such code section may hereafter be amended, renumbered, replaced or substituted. Such conveyance shall be duly acknowledged by the Developer and a notary in a manner suitable for recordation. The City may enforce its rights pursuant to this Section 7.6 by means of an injunctive relief or forfeiture of title action filed in any court of competent jurisdiction.

7.6.5 Upon the revesting in the City of title to the Property, whether by grant deed or court decree, the City shall exercise its reasonable good faith efforts to resell the Property at its then fair market value subject to the covenants contained in this Agreement related to the Project and the requirements for the preservation and adaptive reuse of the Building, as soon and in such manner as the City shall, in its sole discretion, find feasible and consistent with the objectives of the City's General Plan and this Agreement, to a qualified and responsible person or persons (as reasonably determined by the City) who will assume the Developer's obligations to begin and/or complete the Project located on the Property, or such other replacement development acceptable to the City, in its sole and absolute discretion. Upon any such resale of the Property (or any portion thereof), the proceeds, if any, to the City from such sale or transfer shall be applied as follows:

7.6.5.1 First, to pay any and all amounts required to release/reconvey any Lien recorded against all or any portion of the Property; and

7.6.5.2 Second, to reimburse the City on its own behalf or on behalf of the City for all actual internal and third-party costs and expenses previously or currently incurred by the City related to the Property, the Project, or this Agreement, including, but not limited to, customary and reasonable fees or salaries to third-party personnel engaged in such actions, in connection with the recapture, management and resale of the Property or any part thereof; all taxes, assessments and utility charges paid by the City with respect to the Property or portion thereof; any payment made or necessary to be made to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations incurred by the Developer with respect to the acquisition of the Property or the construction of the Project; and amounts otherwise owing

to the City by the Developer or its successors or assigns pursuant to the terms of this Agreement; and

7.6.5.3 Third, to the extent that any proceeds from such resale are, thereafter, available, taking into account any prior encumbrances with a claim thereto, to reimburse the Developer, or its successors in interest to the equal to the sum of: (1) the third-party costs actually incurred and paid by the Developer regarding the development of the Project located on the Property, including, but not limited to, pro rata costs of carry, taxes, and other items as set forth in a cost certification to be made by the Developer to the City prior to any such reimbursement, which certification shall be subject to the City's reasonable approval; provided, however, that the Developer shall not be entitled to reimbursement for any expenses to the extent that such expenses relate to any loans, Liens or other encumbrances that are paid by the City pursuant to the provisions of sub-sections 7.6.5.1 or 7.6.5.2 above.

7.6.5.4 Any portion of the proceeds from the resale of the Property remaining after the foregoing applications shall be retained by the City as their sole and exclusive property.

7.6.6 IMMEDIATELY FOLLOWING THE THIRTY (30) DAY PERIOD SPECIFIED IN SECTION 7.6.1, ABOVE, THE CITY, ITS EMPLOYEES AND AGENTS SHALL HAVE THE RIGHT TO REENTER AND TAKE POSSESSION OF THE PROPERTY AND ANY IMPROVEMENTS THEREON, WITHOUT FURTHER NOTICE OR COMPENSATION TO THE DEVELOPER. BY INITIALING BELOW, THE DEVELOPER HEREBY EXPRESSLY WAIVES, TO THE MAXIMUM EXTENT ALLOWED BY LAW, ANY AND ALL RIGHTS THAT THE DEVELOPER MAY HAVE UNDER CALIFORNIA CIVIL CODE SECTION 791 AND CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 1162, AS THOSE STATUTES MAY BE AMENDED, REPLACED, RENUMBERED OR SUBSTITUTED, OR UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

DEVELOPER'S INITIALS _____

7.6.7 THE DEVELOPER ACKNOWLEDGES AND AGREES THAT THE CITY'S EXERCISE OF ITS POWER OF TERMINATION AND RIGHT OF REENTRY PURSUANT TO THIS SECTION 7.6 MAY WORK A FORFEITURE OF THE ESTATE IN THE DEFAULTED PORTION OF THE PROPERTY CONVEYED TO THE DEVELOPER THROUGH THE GRANT DEED. THE DEVELOPER HEREBY EXPRESSLY WAIVES, TO THE MAXIMUM EXTENT ALLOWED BY LAW, ANY AND ALL EQUITABLE AND LEGAL DEFENSES THAT THE DEVELOPER MAY HAVE TO SUCH FORFEITURE, INCLUDING, BUT NOT LIMITED TO, THE DEFENSES OF LACHES, WAIVER, ESTOPPEL, SUBSTANTIAL PERFORMANCE OR COMPENSABLE DAMAGES. THE DEVELOPER FURTHER EXPRESSLY WAIVES, TO THE MAXIMUM EXTENT ALLOWED BY LAW, ANY AND ALL RIGHTS AND DEFENSES THAT THE DEVELOPER MAY HAVE UNDER CALIFORNIA CIVIL CODE SECTION 3275 OR ANY OTHER STATUTE OR COMMON LAW PRINCIPLE OF SIMILAR EFFECT. THE DEVELOPER ACKNOWLEDGES THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT REFLECT THE POSSIBILITY OF FORFEITURE BY VIRTUE OF THE EXERCISE OF THE CITY'S POWER

OF TERMINATION PROVIDED IN THIS SECTION 7.6 AND FURTHER ACKNOWLEDGE THAT IT HAS RECEIVED INDEPENDENT AND ADEQUATE CONSIDERATION FOR ITS WAIVER AND RELINQUISHMENT OF RIGHTS AND REMEDIES PURSUANT TO SECTION 7.6.6. AND THIS SECTION 7.6.7.

DEVELOPER'S INITIALS _____

7.7 Developer Indemnification. In addition to any other specific indemnification or defense obligations of the Developer set forth in this Agreement, the Developer agrees to indemnify, defend (upon written request by the City and with counsel reasonably acceptable to the City and hold harmless the Indemnified Parties, from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs and expenses, including, but not limited to reasonable attorney's fees of counsel retained by the Indemnified Parties, expert fees, costs of staff time, and investigation costs, of whatever kind or nature, that are in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, through any act, omission, fault or negligence, whether active or passive, of the Developer or the Developer's officers, agents, employees, independent contractors or subcontractors of any tier, relating in any manner to this Agreement, any work to be performed by the Developer related to this Agreement, the Property, or the Project, or any authority or obligation exercised or undertaken by the Developer under this Agreement. Without limiting the generality of the foregoing, the Developer's obligation to indemnify the Indemnified Parties shall include injury or death to any person or persons, damage to any property, regardless of where located, including the property of the Indemnified Parties, any workers' compensation or prevailing wage determination, claim or suit or any other matter arising from or connected with any goods or materials provided or services or labor performed regarding the Project or the Property on behalf of the Developer by any person or entity.

ARTICLE VIII

GENERAL PROVISIONS.

8.1 Incorporation of Recitals. The Recitals of fact set forth preceding this Agreement are true and correct and are incorporated into this Agreement in their entirety by this reference.

8.2 Restrictions on Transfers.

8.2.1 The Developer acknowledges that the qualifications and identity of the Developer are of particular importance to the City. The Developer further recognizes and acknowledges that the City has relied and is relying on the specific qualifications and identity of the Developer in entering into this Agreement with the Developer and, as a consequence, Transfers are permitted only as expressly provided in this Agreement. The Developer shall promptly notify the City in writing of any and all changes whatsoever in the identity of the business entities or individuals either comprising or in control of the Developer, as well as any and all changes in the interest or the degree of control of the Developer by any such person, of which information the

Developer or any of its partners, members or officers are notified or may otherwise have knowledge or information.

8.2.2 Except as expressly permitted in this Agreement, the Developer represents to the City that it has not made and agrees that it will not make or create, or suffer to be made or created, any Transfer other than a Permitted Transfer, either voluntarily, involuntarily or by operation of law, until after the recordation of a Certificate of Completion for the Project subject to the Transfer; provided, however, that the City may approve in its reasonable discretion, Transfers other than Permitted Transfers prior to the recordation of a Certificate of Completion. In deciding whether to approve or disapprove any proposed Transfer, the City may consider the proposed transferee's financial strength and the experience of the proposed transferee and its senior management in undertaking and successfully completing projects of a similar type and size as the Project or that portion of the Project proposed to be transferred. Any Transfer made in contravention of this Section 8.2 shall be voidable at the election of the City and this Agreement may be terminated by the City or the City may exercise any other remedy available to the City under the terms of this Agreement, provided, however, that (i) the City shall first notify the Developer in writing of its intention to terminate this Agreement or to exercise any other remedy, and (ii) the Developer shall have twenty (20) calendar days following its receipt of such written notice to commence and, thereafter, diligently and continuously proceed to cure the default of the Developer and submit evidence of the initiation and satisfactory completion of such cure to the City, in a form and substance reasonably satisfactory to the City.

8.2.3 The Developer shall provide the City no less than thirty (30) days prior written notice of any proposed Permitted Transfer which the Developer desires to enter into prior to the recordation of a Certificate of Completion for the Project subject to the Transfer, other than a Permitted Transfer for which no notice shall be required. The Developer shall have the burden of demonstrating to the City's reasonable satisfaction that the proposed Permitted Transfer meets the conditions and requirements of this Agreement with respect to Permitted Transfers.

8.2.4 In connection with the City's review of any request for approval of any proposed Transfer under this Section 8.2, or of any Lender or Loan under Section 6.3, the Developer agrees to reimburse the City for those third party costs and expenses incurred by the City in connection with its review of the Developer's request for approval, including, without implied limitation, the reasonable fees and costs of those outside consultants and legal counsel retained by the City to assist it in its review of the Developer's request, including the City Counsel.

8.2.5 Anything in this Agreement to the contrary notwithstanding, the restrictions and prohibitions on Transfers contained in this Section 8.2 shall terminate upon issuance of a Certificate of Completion for the Project.

8.3 Notices, Demands and Communications Between the Parties.

8.3.1 Any and all notices, demands or communications submitted by any Party to another Party pursuant to or as required by this Agreement shall be proper, if in writing and dispatched by messenger for immediate personal delivery, by a nationally recognized overnight courier service or by registered or certified United States Mail, postage prepaid, return receipt requested, to the principal office of the City or the Developer, as applicable, as designated

in Section 8.3.2. Such written notices, demands or communications may be sent in the same manner to such other addresses as either Party may from time to time designate. Any such notice, demand or communication shall be deemed to be received by the addressee, regardless of whether or when any return receipt is received by the sender or the date set forth on such return receipt, on the day that it is delivered by personal delivery, on the date of delivery by a nationally recognized overnight courier service or three (3) calendar days after it is placed in the United States Mail, as provided in this Section 8.3.

8.3.2 The following are the authorized addresses for the submission of notices, demands or communications to the Parties:

TO DEVELOPER:	HDC Construction, Inc. 5642 W. Mission Blvd. Ontario, CA 91762 Attn: Baudelio Huizar
TO CITY:	City of Ontario 303 East B Street Ontario, CA 91764 Attn: Peter Pallesen, Economic Development Coordinator
ELECTRONICALLY DELIVERED COPY TO:	Best Best & Krieger LLP Attn: Ruben Duran Ruben.Duran@bbklaw.com

8.4 Conflict of Interest. No member, official or employee of the City, having any conflict of interest, direct or indirect, related to this Agreement, the Property, or the development or operation of the Project shall participate in any decision relating to this Agreement. The Parties represent and warrant that they do not have knowledge of any such conflict of interest.

8.5 Warranty Against Payment of Consideration for Agreement. The Developer warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. Third parties, for the purposes of this Section 8.5, shall not include persons to whom fees are paid for professional services, if rendered by attorneys, financial consultants, accountants, engineers, architects and the like when such fees are considered necessary by the Developer.

8.6 Non-liability of City, Officials and Employees. No member, official or employee of the City shall be personally liable to the Developer, or any successor in interest of the Developer, in the event of any default or breach by the City under this Agreement or for any amount that may become due to the Developer or to its successor, or on any obligations under the terms of this Agreement, except as may arise from the gross negligence or willful acts of such member, official or employee.

8.7 Unavoidable Delay; Extension of Time of Performance.

8.7.1 Subject to specific provisions of this Agreement, performance by any

Party under this Agreement shall not be deemed, or considered to be, in default where any such default is due to an Unavoidable Delay that is not attributable to the fault of the Party claiming an extension of time to perform. An extension of time for any Unavoidable Delay shall be for the period of the Unavoidable Delay and shall commence to run from the date of occurrence of the Unavoidable Delay, if the Party asserting the existence of the Unavoidable Delay provides the other Parties with written notice of the occurrence of the Unavoidable Delay, within ten (10) days of the commencement of such asserted Unavoidable Delay. Otherwise, the extension of time for an Unavoidable Delay shall commence on the date of receipt of written notice of the occurrence of the Unavoidable Delay by the Parties not requesting an extension of time to perform due to such Unavoidable Delay.

8.7.2 The Parties expressly acknowledge and agree that changes in either general economic conditions or changes in the economic assumptions of either of them that may have provided a basis for entering into this Agreement and that occur at any time after the execution of this Agreement, do not constitute an Unavoidable Delay and do not provide any Party with grounds for asserting the existence of an Unavoidable Delay in the performance of any covenant or undertaking arising under this Agreement. Each Party expressly assumes the risk that changes in general economic conditions or changes in such economic assumptions relating to the terms and covenants of this Agreement could impose an inconvenience or hardship on the continued performance of such Party under this Agreement.

8.8 Inspection of Books and Records. The City shall have the right at all reasonable times, at the City's cost and expense, to inspect the books and records of the Developer pertaining to the Property and/or the Project. The Developer shall also have the right at all reasonable times, at the Developer's sole cost and expense, to inspect the books and records of the City pertaining to the Property and/or the Project, to the extent relevant to the Developer's obligations under this Agreement. Nothing in this Section 8.8 or elsewhere in this Agreement shall, however, constitute a waiver or modification of any right or privilege which any Party may have with respect to any document, statement, or other record, including, without implied limitation, the attorney-client privilege, the attorney-work product privilege, any privilege arising under any state or federal evidentiary code or rule, or any privilege or exclusionary right arising under any state or federal freedom of information or public records disclosure law.

8.9 Real Estate Commissions. The City shall not be liable for any real estate commissions, brokerage fees or finder fees that may arise from or be related to this Agreement. The Developer shall pay any fees or commissions or other expenses related to its retention or employment of real estate brokers, agents or other professionals.

8.10 Binding on Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

8.11 Entire Agreement.

8.11.1 This Agreement shall be executed in three (3) duplicate originals, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement includes47 pages (exclusive of signature pages) and six (6)

exhibits, that constitute the entire understanding and agreement of the Parties regarding the Property, the Project, and the other subjects addressed in this Agreement.

8.11.2 This Agreement integrates all of the terms and conditions mentioned in this Agreement or incidental to this Agreement, and supersedes all negotiations or previous agreements between the Parties with respect to the Property, the Project, and the other subjects addressed in this Agreement.

8.11.3 None of the terms, covenants, agreements or conditions set forth in this Agreement shall be deemed to be merged with any deed conveying title to the Property and this Agreement shall continue in full force and effect before and after such conveyances.

8.11.4 All waivers of the provisions of this Agreement and all amendments to this Agreement must be in writing and signed by the authorized representative(s) of all Parties.

8.12 Execution of this Agreement. Following execution of three (3) originals of this Agreement by the authorized representative(s) of the Developer and prompt delivery of such originals, thereafter, to the City, accompanied by an official action of the governing body of the Developer authorizing the individuals executing this Agreement on behalf of the Developer to execute and perform this Agreement, in form and substance acceptable to the City, this Agreement shall be subject to the review and approval by the City Council, in their sole and absolute discretion, no later than forty-five (45) calendar days after such date of delivery to the City. If the City have not approved, executed, and delivered an original of this Agreement to the Developer within the foregoing time period, then no provision of this Agreement shall be of any force or effect for any purpose.

8.13 Review by Legal Counsel. Developer expressly represents and acknowledges that Developer has been advised to have this Agreement reviewed by an attorney representing Developer, and has been provided a full and fair opportunity for such review. Whether or not Developer has consulted an attorney, Developer represents and acknowledges that Developer has reviewed and understands the terms and provisions of this Agreement specifically including, but not limited to, the covenants and conditions contained herein and the power of termination reserved by the City. Developer agrees that such terms are reasonable and enforceable.

8.14 Survival of Indemnity Obligations. All general and specific indemnity and defense obligations of the Parties set forth in this Agreement shall survive the expiration or termination of this Agreement, the execution or recordation of the Grant Deed, and/or the issuance and recordation of any Certificate of Completion.

8.15 Time Declared to be of the Essence. As to the performance of any obligation hereunder as to which time is a component thereof, the performance of such obligation within the time provided is of the essence.

[Signatures on Following Pages]

SIGNATURE PAGE
TO
2024 DISPOSITION AND DEVELOPMENT AGREEMENT
(207 EUCLID AVENUE SITE)

CITY:

CITY OF ONTARIO
a municipal corporation

Dated:_____, 2024 By:_____
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP

By: _____
City Attorney

SIGNATURE PAGE
TO
2024 DISPOSITION AND DEVELOPMENT AGREEMENT
(207 EUCLID AVENUE SITE)

DEVELOPER:

HDC CONSTRUCTION, INC., a California corporation

Dated:_____ By:_____
Baudelio Huizar, President

EXHIBIT A
TO
2024 DISPOSITION AND DEVELOPMENT AGREEMENT
(207 EUCLID AVENUE SITE)

Legal Description of the Property

207 Euclid Avenue Ontario, California 91762

APN: 1048-565-09-0000

Legal Description: Lot 10, along with the south seven inches of Lot 9, Block 37, Portion of Ontario, per map recorded in Book 9, Page 43 of Maps, in the office of the County Recorder, County of San Bernardino, California.

EXHIBIT B
TO
2024 DISPOSITION AND DEVELOPMENT AGREEMENT
(207 EUCLID AVENUE SITE)

Scope of Development and Construction Costs

[Attached Behind This Page]

CONSTRUCTION COST - 207 EUCLID

SEISMIC RETROFIT					
Item	Qty		Unit Cost		Total
Shotcrete wall Reinforcing 6 inches thick	13,000	SF	$28.85	SF	$375,000
Steel Drags	200	LF	$200	LF	$40,000
Floor Diaphragm	2,000	SF	$30.00	SF	$60,000
Roof Diaphragm	7000	SF	$14	SF	$98,000
Blocking	400	LF	$20.00	LF	$8,000
Steel Frames at openings	10		$5,000		$50,000
truss strengthing	7,000	SF	$10.00	LF	$70,000
anchorage	200	EAC	$83	SF	$16,600
Steel Deck	2,000	SF	$82.50	SF	$165,000
Foundation strengthening	370	LF	$270	LF	$99,900
Subtotal					**$982,500**
Contingency 25 %					**$245,625**
Overhead /profit /general conditions 20 %					**$196,500**
TOTAL					**$1,424,625**

SHELL GENERAL REHAB REQUIREMENTS			
Item	Qty	Unit Cost	Total
Demolition- General	Allowance		$45,000
Demolition 2nd Floor	Allowance		$50,000
Miscellaneous Site Work	Allowance		$15,000
Landscaping & Irrigation (including patio)	3,500	$11.43	$30,005
New Utilities (Electrical, Water, & Gas)	Allowance		$60,000
Fire Sprinklers, Alarm & Annunciator	Allowance		$35,000
Plumbing (Rough-In)	1,000	$6.00	$60,000
HVAC	35	$2,500.00	$87,500
Electrical	10,000	$8.00	$80,000
New Elevator (3 stop, shaft & car)	Allowance		$100,000
Hazardous Materials Abatement	Allowance		$132,772
Basement Waterproofing	Allowance		$12,500
Clean Façade (Sandblast, Scaffolding, Seal)	11,154	$3.00	$33,462
Terra Cotta Repair	Allowance		$35,000
New Exterior Windows & Doors	Allowance		$50,000
New Openings (North Wall)	Allowance		$25,000
New Dining Patio (North Side)	3,500	$85.71	$150,985
New Service Yard (East Side)	1,000	$75.00	$75,000
Interior Finishes (Shell)	10,000	$18.00	$150,000

Subtotal		$1,227,224
Contingency 25 %		$306,806
Overhead /profit /general conditions 20 %		$245,445
TOTAL		$1,779,475

TENANT IMPROVEMENTS

Item	Qty	Unit Cost	Total
Partitions & Interior Doors	10,000	$6.00	$60,000
Interior Finishes	10,000	$35.00	$200,000
Specialties	10,000	$6.00	$60,000
Plumbing Finish	10,000	$5.00	$50,000
HVAC Finish	10,000	$6.00	$60,000
Electrical & Lighting Finish	10,000	$12.00	$120,000
Security System	10,000	$2.00	$20,000
Subtotal			$570,000
Contingency 10 %			$57,000
Overhead /profit /general conditions 20 %			$114,000
TOTAL			$741,000

FURNISHINGS, FIXTURES & EQUIPMENT

Item	Qty	Unit Cost	Total
Furnishings, Fictures & Equipment	10,000	$95.00	$950,000
Subtotal			$950,000
Contingency 10 %			$95,000
TOTAL			$1,045,000

SEISMIC RETROFIT		$1,424,625
SHELL GENERAL REHAB REQUIREMENTS		$1,779,475
TENANT IMPROVEMENTS		$741,000
FURNISHINGS, FIXTURES & EQUIPMENT		$1,045,000
SUMMARY GRAND TOTAL		$4,990,100

EXHIBIT C
TO
2024 DISPOSITION AND DEVELOPMENT AGREEMENT
(207 EUCLID AVENUE SITE)

Schedule of Performance

	Action	**Date Action to be Completed By**
1.	Effective Date	See Section 1.3
2.	Developer to open Escrow	Within 5 days following the Effective Date
3.	Due Diligence Period commences	The date of the Escrow Opening Date
4.	City to deliver Preliminary Report to Developer	Within 3 days following City's receipt of the Preliminary Report from Title Company
5.	Developer to deliver Developer's Title Notice to Agency	Within 14 days following Developer's receipt of the Preliminary Report
6.	City to deliver City's Title Notice Response to Developer, if appropriate	Within 14 days following City's Receipt of Developer's Title Notice
7.	Developer to deliver Developer's Title Notice Waiver, if appropriate	Within 5 days following Developer's receipt of City's Title Notice Response
8.	Developer to deliver its Due Diligence Investigation Conclusion Notice	On or before the end of the Due Diligence Period
9.	Due Diligence Period ends	On the 45th day following the Escrow Opening Date

	Action	Date Action to be Completed By
15.	Escrow Closing Date	No later than 30 days from approval and issuance of building permits.
16.	Developer to begin entitlement process.	No later than 30 days after the opening of escrow
17.	Developer to receive entitlement approval from the City.	No later than 180 days after the opening of escrow.
18.	Developer to submit construction drawings to the City.	No later than 60 days from approval of entitlements.
19.	Developer to commence construction.	No later than 90 days from the close of escrow.
20.	Developer to complete construction and receive Certificate of Occupancy.	No later than 18 months from the commencement of construction.

EXHIBIT D
TO 2024 DISPOSITION AND DEVELOPMENT AGREEMENT
(207 EUCLID AVENUE SITE)

Form of Grant Deed

[Attached Behind This Page]

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

_____

CITY OF ONTARIO
GRANT DEED
(207 Euclid Avenue Site)

PART ONE

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CITY OF ONTARIO, a municipal corporation ("**Grantor**"),

hereby grants to

HDC Construction, Inc., a California corporation ("**Grantee**"),

that certain real property located in the City of Ontario, County of San Bernardino, State of California, specifically described in Exhibit "A" attached to this Grant Deed ("**Property**") and made a part of this Grant Deed by this reference.

PART TWO

The conveyance of the Property by the Grantor to the Grantee in Part One is subject to the following community development terms, conditions, covenants and restrictions:

Section 1. Conveyance Subject to Terms of a Disposition and Development Agreement. The Property is conveyed subject to that certain 2024 Disposition and Development Agreement (207 Euclid Avenue Site), dated as of July 16, 2024, between the Grantor and the Grantee (the "**Agreement**"). The provisions of the Agreement are incorporated into this Grant Deed by this reference and are deemed to be a part of this Grant Deed, as though fully set forth in this Grant Deed.

Section 2. Condition of Property. The Grantee acknowledges and agrees that the Property is conveyed by the Grantor to the Grantee in its "AS IS," "WHERE IS" and "SUBJECT TO ALL FAULTS CONDITION," as of the date of recordation of this Grant Deed, with no warranties, expressed or implied, as to the environmental or other physical condition of the Property, the presence or absence of any patent or latent environmental or other physical condition on or in the Property, or any other matters affecting the Property.

Section 3. Obligation to Refrain from Discrimination**.** The Grantee for itself, its successors and assigns to all or any part or portion of the Property and/or Project, covenants and agrees that:

3.1 There shall be no discrimination against or segregation of any person, or group of persons, on account of sex, marital status, race, color, religion, creed, national origin or

ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property nor shall the Grantee, itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sub-tenants, sub-lessees or vendees of the Property. The covenant of this Section 3 shall run with the land of the Property and shall be enforceable against the Grantee and its successors and assigns in perpetuity and be a covenant in the Grant Deed and the Notice of Agreement.

3.2 The covenant of this Section 4 shall run with the land of the Property in perpetuity, shall be enforceable against the Grantee and its successors and assigns, and shall be covenants set forth in the Grant Deed.

Section 4. Form of Non-Discrimination and Non-Segregation Clauses. The Grantee for itself, its successors and assigns to all or any part or portion of the Property and/or Project, covenants and agrees that:

4.1 The Grantee, such successors and such assigns shall refrain from restricting the sale, lease, sublease, rental, transfer, use, occupancy, tenure or enjoyment of the Property (or any portion thereof) on the basis of sex, marital status, race, color, religion, creed, ancestry or national origin of any person. All deeds, leases or contracts pertaining to the Property shall contain or be subject to substantially the following non-discrimination or non-segregation covenants:

(a) In deeds: "The grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sub-tenants, sub-lessee, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

(b) In leases: "The Lessee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants lessees, sub-lessee, sub-tenants, or vendees in the premises herein leased."

(c) In contracts: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed or leased, nor shall the transferee or any person claiming under or through it, establish or permit any such practice or practices of discrimination

or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sub-lessees, sub-tenants, or vendees of the premises herein transferred." The foregoing provision shall be binding upon and shall obligate the contracting party or parties and any subcontracting party or parties, or other transferees under the instrument.

4.2 The covenants of this Section 4 shall run with the land of the Property in perpetuity.

Section 5. Maintenance Condition of the Property. The Grantee for itself, its successors and assigns to all or any part or portion of the Property and/or Project, covenants and agrees that:

5.1 The areas of the Property that are subject to public view (including all existing and future improvements, paving, walkways, landscaping, exterior signage and ornamentation) shall be maintained in good repair and a neat, clean and orderly condition, ordinary wear and tear excepted. If there is an occurrence of an adverse condition on any area of the Property that is subject to public view in contravention of the general maintenance standard described above (a "**Maintenance Deficiency**"), then the Grantor shall notify the Grantee in writing of the Maintenance Deficiency. If the Grantee fails to cure or commence and diligently pursue to cure the Maintenance Deficiency within thirty (30) days of its receipt of notice of the Maintenance Deficiency, the Grantor shall have the right to enter the Property and perform all acts necessary to cure the Maintenance Deficiency, or to take any other action at law or in equity that may then be available to the Grantor to accomplish the abatement of the Maintenance Deficiency. Any sum expended by the Grantor for the abatement of a Maintenance Deficiency on the Property pursuant to this Section 5.1 shall become a lien on the Property, as applicable. If the amount of the lien is not paid within thirty (30) days after written demand for payment from the Grantor to the Grantee, the Grantor shall have the right to enforce the lien in the manner provided in Section 5.1.

5.2 Graffiti, as this term is defined in Government Code Section 38772, that has been applied to any exterior surface of a structure or improvement on the Property that is visible from any public right-of-way adjacent or contiguous to the Property, shall be removed by the Grantee by either painting over the evidence of such vandalism with a paint that has been color-matched to the surface on which the paint is applied, or graffiti may be removed with solvents, detergents or water, as appropriate. If any such graffiti and is not removed within ninety-six (96) hours following the time of the discovery of the graffiti, the Grantor shall have the right to enter the Property and remove the graffiti, without notice to the Grantee. Any sum expended by the Grantor for the removal of graffiti from the Property pursuant to this Section 5.2, shall be a lien on the Property. If the amount of the lien is not paid within thirty (30) days after written demand to the Grantee from the Grantor, the Grantor shall have the right to enforce its lien in the manner provided in Section 5.2.

5.3 The Parties further mutually understand and agree that the rights conferred upon the Grantor under this Section 5.3 expressly include a grant by the Grantee of a security interest in the Property with the power to establish and enforce a lien or other encumbrance against the Property or any portion thereof, in the manner provided under Civil Code Sections 2924, 2924b and 2924c, to secure the obligations of the Grantee and it successors under Section 5.1 or Section

5.2, including the reasonable attorneys' fees and costs of the Grantor associated with the abatement of a Maintenance Deficiency or removal of graffiti. For the purposes of the preceding sentence the words "**reasonable attorneys' fees and costs of the Grantor**" mean and include the salaries, benefits and costs of the City Attorney and the lawyers employed in the Office of the City Attorney.

5.4 The provisions of this Section 5.4, shall be a covenant running with the land of the Property, shall be enforceable against the Grantee and its successors and assigns. Nothing in the foregoing provisions of this Section shall be deemed to preclude the Grantee from making any alteration, addition, or other change to any structure or improvement or landscaping on the Property, provided that any such changes comply with applicable zoning and building regulations of the City.

Section 6 Grantor Power of Termination Regarding the Property.

6.1 The Grantor hereby reserves a power of termination pursuant to Civil Code Sections 885.010, et seq., exercisable by the Grantor, in its sole and absolute discretion, upon thirty (30) calendar days written notice to the Grantee referencing this Section 6.1, to terminate the fee interest of the Grantee in the Property and/or any improvements to the Property and revest such fee title in the Grantor and take possession of all or any portion of such real property and improvements, without compensation to the Grantee, upon the occurrence of an Event of Default by the Grantee following the Close of Escrow and prior to the issuance of the Certificate of Completion for Property.

6.2 The thirty (30) calendar day written notice specified Section 6.1 shall specify the Event of Default by the Grantee triggering the Grantor's exercise of its power of termination. The Grantor shall proceed with its remedy set forth in Section 6.1 only if the Grantee continues in default for a period of sixty (60) calendar days following such notice or, upon commencing to cure such default, fails to diligently and continuously prosecute said cure to satisfactory conclusion.

6.3 The rights of the Grantor under this Section 8 shall be subject and subordinate to, shall be limited by and shall not defeat, render invalid or limit:

(1) Each Lien recorded against the Property and specifically authorized by this Agreement as a Permitted Transfer;

(2) Any leases, declarations of covenants, conditions and restrictions, easement agreements or other recorded documents or interests applicable to the Property and specifically authorized by this Agreement as a Permitted Transfer.

6.4 Upon the Grantor's exercise of its power of termination pursuant to this Section 6, the Grantee or its successors or assigns shall convey by grant deed to the Grantor title to the Property, as specified in the Grantor's notice pursuant to Section 6.1, and all improvements thereon, in accordance with Civil Code Section 1109, as such code section may hereafter be amended, renumbered, replaced or substituted. Such conveyance shall be duly acknowledged by the Grantee and a notary in a manner suitable for recordation. The Grantor may enforce its rights

pursuant to this Section 6.4 by means of an injunctive relief or forfeiture of title action filed in any court of competent jurisdiction.

6.5 Upon the revesting in the Grantor of the Property, whether by grant deed or court decree, the Grantor shall exercise its reasonable good faith efforts to resell the Property at its then fair market value, as soon and in such manner as the Grantor shall, in its sole discretion, find feasible and consistent with the objectives of the City's General Plan, to a qualified and responsible person or persons (as reasonably determined by the Grantor) who will assume the Grantee's obligations to begin and/or complete and/or operate the Project located on the Property, or such other replacement development acceptable to the Grantor, in its sole and absolute discretion. Upon any such resale of the Defaulted Portion of the Property (or any portion thereof), the proceeds to the Grantor from such sale shall be applied as follows:

(1) First, to pay any and all amounts required to release/reconvey any Lien recorded against all or any portion of the Property; and

(2) Second, to reimburse the Grantor for all actual internal and third-party costs and expenses previously or currently incurred by the Grantor related to the Property, the Project, or this Agreement, including, but not limited to, customary and reasonable fees or salaries to third-party personnel engaged in such actions, in connection with the recapture, management and resale of the Property or any part thereof; all taxes, assessments and utility charges paid by Grantor with respect to the Property or portion thereof; any payment made or necessary to be made to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations incurred by the Grantee with respect to the acquisition of the Property or the construction of the Project and amounts otherwise owing to the Grantor or authority by the Grantee or its successors or assigns pursuant to the terms of this Agreement; and

(3) Third, to the extent that any proceeds from such resale are, thereafter, available, taking into account any prior encumbrances with a claim thereto, to reimburse the Grantee, or its successors in interest to the equal to the sum of: the third-party costs actually incurred and paid by the Grantee regarding the development of the Project, including, but not limited to, pro rata costs of carry, taxes, and other items as set forth in a cost certification to be made by the Grantee to the Grantor prior to any such reimbursement, which certification shall be subject to the Grantor's reasonable approval; provided, however, that the Grantee shall not be entitled to reimbursement for any expenses to the extent that such expenses relate to any loans, Liens or other encumbrances that are paid by the Grantor pursuant to the provisions of sub-sections (1) or (2) above.

(4) Any portion of the proceeds from the resale of the Property remaining after the foregoing applications shall be retained by the Grantor as its sole and exclusive property.

6.6 IMMEDIATELY FOLLOWING THE THIRTY (30) DAY PERIOD SPECIFIED IN SECTION 6.1, ABOVE, THE GRANTOR, ITS EMPLOYEES AND AGENTS SHALL HAVE THE RIGHT TO REENTER AND TAKE POSSESSION OF THE PROPERTY AND ANY IMPROVEMENTS THEREON, WITHOUT FURTHER NOTICE OR COMPENSATION TO THE GRANTEE. BY INITIALING BELOW, THE GRANTEE HEREBY EXPRESSLY WAIVES, TO THE MAXIMUM EXTENT ALLOWED BY LAW, ANY AND ALL RIGHTS THAT THE GRANTEE MAY HAVE UNDER CALIFORNIA CIVIL CODE SECTION 791 AND CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 1162, AS THOSE STATUTES MAY BE AMENDED, REPLACED, RENUMBERED OR SUBSTITUTED, OR UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

GRANTEE'S INITIALS _____

6.7 THE GRANTEE ACKNOWLEDGES AND AGREES THAT THE GRANTOR'S EXERCISE OF ITS POWER OF TERMINATION AND RIGHT OF REENTRY PURSUANT TO THIS SECTION 6.7 MAY WORK A FORFEITURE OF THE ESTATE IN THE PROPERTY CONVEYED TO THE GRANTEE THROUGH THE GRANT DEED. THE GRANTEE HEREBY EXPRESSLY WAIVES, TO THE MAXIMUM EXTENT ALLOWED BY LAW, ANY AND ALL EQUITABLE AND LEGAL DEFENSES THAT THE GRANTEE MAY HAVE TO SUCH FORFEITURE, INCLUDING, BUT NOT LIMITED TO, THE DEFENSES OF LACHES, WAIVER, ESTOPPEL, SUBSTANTIAL PERFORMANCE OR COMPENSABLE DAMAGES. THE GRANTEE FURTHER EXPRESSLY WAIVES, TO THE MAXIMUM EXTENT ALLOWED BY LAW, ANY AND ALL RIGHTS AND DEFENSES THAT THE GRANTEE MAY HAVE UNDER CALIFORNIA CIVIL CODE SECTION 3275 OR ANY OTHER STATUTE OR COMMON LAW PRINCIPLE OF SIMILAR EFFECT. THE GRANTEE ACKNOWLEDGES THAT THE TERMS AND CONDITIONS OF THE AGREEMENT REFLECT THE POSSIBILITY OF FORFEITURE BY VIRTUE OF THE EXERCISE OF THE GRANTOR'S POWER OF TERMINATION PROVIDED IN THIS SECTION 6.7 AND FURTHER ACKNOWLEDGE THAT IT HAS RECEIVED INDEPENDENT AND ADEQUATE CONSIDERATION FOR ITS WAIVER AND RELINQUISHMENT OF RIGHTS AND REMEDIES PURSUANT TO SECTION 8.6 AND THIS SECTION 6.7.

GRANTEE'S INITIALS _____

PART THREE

Section 7. Developer Covenant to Undertake Project. The Developer covenants, for itself, its successors and assigns, to and for the exclusive benefit of the City, that the Developer shall commence and complete the development of the Project on the Property within the time period for such actions set forth in the Schedule of Performance. The Developer covenants and agrees for itself, its successors, and assigns, that the Property shall be improved and developed

with the Project in substantial conformity with the terms and conditions of this Agreement, the Scope of Development, the Schedule of Performance, any and all plans, specifications and similar development documents required by this Agreement, except for such changes as may be mutually agreed upon in writing by and among the Parties, and all applicable laws, regulations, orders and conditions of each Governmental Agency with jurisdiction over the Property or the Project. The covenants of this Section 7 shall run with the land of the Property until the earlier of the date of recordation of the Certificate of Completion or the fifteenth (15th) anniversary of the date of the Close of Escrow.

Section 8. Covenants Run with the Land of the Property. Each of the covenants and agreements contained in this Grant Deed touch and concern the Property and each of them is expressly declared to be a community development covenant that runs with the land for the benefit of the Grantor, and such covenants run with the land in favor of the Grantor for the entire period that such covenants are in full force and effect, regardless of whether the Grantor is or remains an owner of any land or interest in land to which such covenants relate. The Grantor, in the event of any breach of any such covenants, has the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings, to enforce the curing of such breach, as provided in the Agreement or by law. The covenants contained in this Grant Deed are for the benefit of and are enforceable only by the Grantor, and shall survive the execution and recordation of this Grantor Deed and the issuance and recordation of each and every Certificate of Completion, for the time period set forth above for each covenant.

Section 9. Costs and Attorneys' Fees for Enforcement Proceeding. If legal proceedings are initiated to enforce the rights, duties or obligations of any of the covenants set forth in this Grant Deed, then the prevailing party in such proceeding shall be entitled to collect its reasonable attorney fees and costs from the other party in addition to any other damages or relief obtained in such proceedings.

Section 10. Effect of Unlawful Provision; Severability. In the event that any provision of this Grant Deed is held to be invalid or unlawful by a final judgment of a court of competent jurisdiction, such invalidity shall not affect the validity of any other provision of this Grant Deed.

[Signature on following page]

SIGNATURE PAGE
TO
CITY OF ONTARIO
GRANT DEED
(207 Euclid Avenue Site)

IN WITNESS WHEREOF, the Grantor has caused this Grant Deed to be executed by its authorized representative(s) on this ____ day of _____, 2024.

GRANTOR:

CITY OF ONTARIO
a municipal corporation

By: _____
City Manager

[ALL SIGNATURES MUST BE NOTARY ACKNOWLEDGED]

EXHIBIT D

EXHIBIT A
TO
GRANT DEED

Property Legal Description

207 North Euclid Avenue Ontario, California 91762

APN: 1048-565-09-0000

Legal Description: Lot 10, along with the south seven inches of Lot 9, Block 37, Portion of Ontario, per map recorded in Book 9, Page 43 of Maps, in the office of the County Recorder, County of San Bernardino, California.

CERTIFICATE OF ACCEPTANCE OF
GRANT DEED

The undersigned hereby acknowledges acceptance by HDC Construction, Inc. a California corporation, the Grantee in the within Grant Deed, of the delivery of the subject Property described in the within Grant Deed from the City of Ontario.

GRANTEE:

HDC CONSTRUCTION, INC.
a California corporation

Dated: _____ By: _____
[TITLE]

[ALL SIGNATURES MUST BE NOTARY ACKNOWLEDGED]

EXHIBIT D

EXHIBIT E
TO
2024 DISPOSITION AND DEVELOPMENT AGREEMENT
(207 EUCLID AVENUE SITE)

Form of Notice of Agreement

[Attached Behind This Page]

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Ontario
303 East B Street
Ontario, California 91764
Attn: City Manager

Exempt from Recording fee
pursuant to Gov't Code § 27383

NOTICE OF AGREEMENT

2024 Disposition and Development Agreement
(207 Euclid Avenue Site)

TO ALL INTERESTED PERSONS PLEASE TAKE NOTICE that HDC Construction, Inc., a California corporation (the "**Developer**") and City of Ontario, a municipal corporation (the "**City**") entered into an agreement entitled 2024 Disposition and Development Agreement (207 Euclid Avenue Site), dated as of July 16, 2024 (the "**Agreement**"). A copy of the Agreement is on file with the City and is available for inspection and copying by interested persons as a public record of the City at the City's offices located at 303 East B Street, Ontario, California 91764 during the City's regular business hours.

The Agreement affects the real property described in Exhibit A attached to this Notice of Agreement (the "**Property**"). The meaning of defined terms, indicated by initial capitalization, used in this Notice of Agreement shall be the same as the meaning ascribed to such terms in the Agreement.

PLEASE TAKE FURTHER NOTICE that the Agreement contains certain development covenants running with the land of the Property and other agreements between the Developer and the City affecting the Property, as set forth below (all section references are to the Agreement):

Section 4.1 of the Agreement provides:

4.1 **Developer Covenant to Undertake Project**. The Developer covenants, for itself, its successors and assigns, to and for the exclusive benefit of the City, that the Developer shall commence and complete the development of the Project on the Property within the time period for such actions set forth in the Schedule of Performance. The Developer covenants and agrees for itself, its successors, and assigns, that the Property shall be improved and developed with the Project in substantial conformity with the terms and conditions of this Agreement, the Scope of Development, the Schedule of Performance, any and all plans, specifications and similar development documents required by this Agreement, except for such changes as may be mutually agreed upon in writing by and among the Parties, and all applicable laws, regulations, orders and conditions of each Governmental Agency with jurisdiction over the Property or the Project. The covenants of this Section 4.1 shall run with the land of the Property until the earlier of the date of

recordation of the Certificate of Completion or the fifteenth (15th) anniversary of the date of the Close of Escrow.

Section 5.1 of the Agreement provides:

5.4 **Maintenance Condition of the Property**. The Developer for itself, its successors and assigns to all or any part or portion of the Property and/or Project, covenants and agrees that:

5.4.1 The areas of the Property that are subject to public view (including all existing and future improvements, paving, walkways, landscaping, exterior signage and ornamentation) shall be maintained in good repair and a neat, clean and orderly condition, ordinary wear and tear excepted. If there is an occurrence of an adverse condition on any area of the Property that is subject to public view in contravention of the general maintenance standard described above (a "Maintenance Deficiency"), then the City shall notify the Developer in writing of the Maintenance Deficiency. If the Developer fails to cure or commence and diligently pursue to cure the Maintenance Deficiency within thirty (30) days of its receipt of notice of the Maintenance Deficiency, the City shall have the right to enter the Property and perform all acts necessary to cure the Maintenance Deficiency, or to take any other action at law or in equity that may then be available to the City to accomplish the abatement of the Maintenance Deficiency. Any sum expended by the City for the abatement of a Maintenance Deficiency on the Property pursuant to this Section 5.4.1 shall become a lien on the Property, as applicable. If the amount of the lien is not paid within thirty (30) days after written demand for payment from the City to the Developer, the City shall have the right to enforce the lien in the manner provided in Section 5.4.3.

5.4.2 Graffiti, as this term is defined in Government Code Section 38772, that has been applied to any exterior surface of a structure or improvement on the Property that is visible from any public right-of-way adjacent or contiguous to the Property, shall be removed by the Developer by either painting over the evidence of such vandalism with a paint that has been color-matched to the surface on which the paint is applied, or graffiti may be removed with solvents, detergents or water, as appropriate. If any such graffiti is not removed within ninety-six (96) hours following the time of the discovery of the graffiti, the City shall have the right to enter the Property and remove the graffiti, without notice to the Developer. Any sum reasonably expended by the City for the removal of graffiti from the Property pursuant to this Section 5.4.2, shall be a lien on the Property. If the amount of the lien is not paid within thirty (30) days after written demand to the Developer from the City, the City shall have the right to enforce its lien in the manner provided in Section 5.4.3.

5.4.3 The Parties further mutually understand and agree that the rights conferred upon the City under this Section 5.4 expressly include a grant by the Developer of a security interest in the Property with the power to establish and enforce a lien or other encumbrance against the Property or any portion thereof, in the manner provided under Civil Code Sections 2924, 2924b and 2924c, to secure the obligations of the Developer and it successors under Section 5.4.1 or Section 5.4.2, including the reasonable attorneys' fees and costs of the City associated with the abatement of a Maintenance Deficiency or removal of graffiti. For the purposes of the preceding sentence the words "reasonable attorneys' fees and costs of the City" mean and include the salaries, benefits and costs of the City Attorney and the lawyers employed in the Office of the City Attorney.

5.4.4 The provisions of this Section 5.4, shall be a covenant running with the land of the Property, shall be enforceable against the Developer and its successors and assigns, and shall be covenants set forth in the Grant Deed. Nothing in the foregoing provisions of this Section 5.3 shall be deemed to preclude the Developer from making any alteration, addition, or other change to any structure or improvement or landscaping on the Property, provided that any such changes comply with applicable zoning and building regulations of the City.

Section 5.5 of the Agreement provides:

5.5 **Obligation to Refrain from Discrimination**. The Developer for itself, its successors and assigns to all or any part or portion of the Property and/or Project, covenants and agrees that:

5.5.1 There shall be no discrimination against or segregation of any person, or group of persons, on account of sex, marital status, race, color, religion, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property nor shall the Developer, itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sub-tenants, sub-lessees or vendees of the Property. The covenant of this Section 5.5 shall run with the land of the Property and shall be enforceable against the Developer and its successors and assigns in perpetuity and be a covenant in the Grant Deed and the Notice of Agreement.

5.5.2 The covenant of this Section 5.5 shall run with the land of the Property in perpetuity, shall be enforceable against the Developer and its successors and assigns, and shall be covenants set forth in the Grant Deed.

[Signatures on following pages]

This NOTICE OF AGREEMENT is dated as of _____, 2024, and has been executed on behalf of the Developer and the City by and through the signatures of their authorized representative(s) set forth below. This Notice of Agreement may be executed in counterparts and when fully executed each counterpart shall be deemed to be one original instrument.

CITY:

CITY OF ONTARIO
a municipal corporation

Dated: _____, 2024

By: _____
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP

By: _____
City Attorney

EXHIBIT E

DEVELOPER:

HDC CONSTRUCTION, INC.,
a California corporation

Dated: _____ By: _____
[TITLE]

[ALL SIGNATURES MUST BE NOTARY ACKNOWLEDGED]

EXHIBIT A
TO
NOTICE OF AGREEMENT

Legal Description of Property

207 North Euclid Avenue Ontario, California 91762

APN: 1048-565-09-0000

Legal Description: Lot 10, along with the south seven inches of Lot 9, Block 37, Portion of Ontario, per map recorded in Book 9, Page 43 of Maps, in the office of the County Recorder, County of San Bernardino, California.

EXHIBIT F
[Intentionally Omitted]

EXHIBIT G
TO
2024 DISPOSITION AND DEVELOPMENT AGREEMENT
(207 Euclid AVENUE SITE)

Form of Certificate of Completion

[Attached Behind This Page]

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

_____
_____
_____
_____
Attention:

Exempt from Recording fee
pursuant to Gov't Code § 27383

CITY OF ONTARIO
CERTIFICATE OF COMPLETION
(207 Euclid AVENUE SITE)

I, Scott Ochoa, City Manager of the City of Ontario (the "City") certify that:

Section 1. The Project described as the adaptive reuse of an existing historic building in accordance with that certain 2024 Disposition and Development Agreement (207 Euclid Avenue Site), dated as of July 16, 2024 ("DDA"), between the City and HDC Construction, Inc. a California corporation (the "**Developer**"), on that certain real property specifically described in the legal description(s) attached to this Certificate of Completion as **Exhibit A** (the "**Property**"), is complete in accordance with the provisions of the Agreement.

This Certificate of Completion constitutes conclusive evidence of the City's determination of the Developer's satisfaction of its obligation under the Agreement to construct and complete the Project on the Property, including any and all retrofits and improvements of the building, parking areas, landscaping areas and related improvements necessary to support or meet any requirements applicable to the Project and its use and occupancy on the Project, whether or not such improvements are located on or off the Property or on other property subject to the Agreement. Notwithstanding any provision of this Certificate of Completion, the City may enforce any covenant surviving this Certificate of Completion in accordance with the terms and conditions of the Agreement and the Grant Deed by which the Property was conveyed to the Developer by the City under the Agreement. The Agreement is an official record of the City and a copy of the Agreement may be inspected at the City's office located at 303 East B Street, Ontario, California 91764 during the City's regular business hours.

DATED AND ISSUED this _____ day of _____, _____.

CITY OF ONTARIO
a California municipal corporation and
general law city

By: _____
City Manager

EXHIBIT A
TO
CERTIFICATE OF COMPLETION

Legal Description of the Property

207 North Euclid Avenue Ontario, California 91762

APN: 1048-565-09-0000

Legal Description: Lot 10, along with the south seven inches of Lot 9, Block 37, Portion of Ontario, per map recorded in Book 9, Page 43 of Maps, in the office of the County Recorder, County of San Bernardino, California.

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

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

WITNESS my hand and official seal.

_____
Notary Public

CITY OF ONTARIO *Agenda Report* **July 16, 2024**	**SECTION:** **PUBLIC HEARINGS**
Department: Economic Development Prepared By: Karla Tavera Staff Member Presenting: Jennifer McLain Hiramoto, Economic Development Director Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 32

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

RECOMMENDATION: That the City Council take the following actions:

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

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner
Encourage, Provide or Support Enhanced Recreational, Educational, Cultural and Healthy City Programs, Policies and Activities
Invest in the Growth and Evolution of the Cityâ€™s Economy

FISCAL IMPACT: There is no direct fiscal impact to the City. The Resolution complies with IRS Section 147(f). The City is not responsible for the tax-exempt status, debt service, or other matters related to the Obligations. Approval is not subject to the California Environmental Quality Act.

BACKGROUND & ANALYSIS: CEDA is a joint powers authority ("JPA") formed by the California Association for Local Economic Development ("CALED") to issue tax-exempt and taxable bonds for commercial and industrial projects. Cities and counties join JPAs to benefit from economies of scale, specialized knowledge, and reduced local staff involvement.

Created by the cities of Selma, Lancaster, and Eureka, CEDA includes approximately 200 associate

members. It supports economic development as an extension of CALED. CEDA's Board has invited the City of Ontario to become an Associate Member, which will help finance industrial, commercial, and public purpose projects. Associate membership offers benefits similar to regular membership without added obligations and allows independent project financing.

The Borrower and CEDA request the City conduct a TEFRA hearing and approve a resolution for the issuance of up to $55,500,000 in tax-exempt obligations. This hearing, required by the IRS, allows public comment on the use of tax-exempt funds by the Borrower. Proceeds will finance the acquisition, renovation, and equipping of educational facilities in Fontana and Ontario, and cover related expenses. The Borrower, a 501(c)(3) nonprofit, will own the facilities, which will be leased to and operated by Real Journey Academies, Inc., a public charter school operator. Real Journey Academies serves about 2,360 students across four campuses in Fontana, and maintains an 8,700 SF administrative office that will employ 26 people in Ontario. The office is located at 3333 Concours Street. While $50,000,000 of the funds will go toward the campuses in Fontana and only $5,000,000 will go toward the administrative offices in Ontario, tax code requires that all parties voting on the matter must approve the total amount of the loan, not just the portion that will be applied to its jurisdiction.

Issuing the Obligations as tax-exempt reduces financing and debt service costs for the Borrower. To comply with tax-exempt requirements, an elected representative of CEDA must conduct the TEFRA hearing and approve the issuance. The City Council of Ontario qualifies as this representative. Public notice of the hearing was published in accordance with legal requirements.

ASSOCIATE MEMBERSHIP AGREEMENT
BY AND BETWEEN
CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY
AND THE
CITY OF ONTARIO, CALIFORNIA

THIS ASSOCIATE MEMBERSHIP AGREEMENT (this "Associate Membership Agreement"), dated as of _____ by and between CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY (the "Authority") and the CITY OF ONTARIO, CALIFORNIA, a municipal corporation, duly organized and existing under the laws of the State of California (the "City");

WITNESSETH:

WHEREAS, the Cities of Selma, Lancaster and Eureka (individually, a "Member" and collectively, the "Members"), have entered into a Joint Powers Agreement, dated as of June 1, 2006 (the "Agreement"), establishing the Authority and prescribing its purposes and powers; and

WHEREAS, the Agreement designates the Executive Committee of the Board of Directors and the President of the California Association for Local Economic Development as the initial Board of Directors of the Authority; and

WHEREAS, the Authority has been formed for the purpose, among others, to assist for profit and nonprofit corporations and other entities to obtain financing for projects and purposes serving the public interest; and

WHEREAS, the Agreement permits any other local agency in the State of California to join the Authority as an associate member (an "Associate Member"); and

WHEREAS, the City desires to become an Associate Member of the Authority; and

WHEREAS, Council of the City has adopted a resolution approving the Associate Membership Agreement and the execution and delivery thereof; and

WHEREAS, the Board of Directors of the Authority has determined that the City should become an Associate Member of the Authority.

NOW, THEREFORE, in consideration of the above premises and of the mutual promises herein contained, the Authority and the City do hereby agree as follows:

Section 1. Associate Member Status. The City is hereby made an Associate Member of the Authority for all purposes of the Agreement and the Bylaws of the Authority, the provisions of which are hereby incorporated herein by reference. From and after the date of execution and delivery of this Associate Membership Agreement by the City and the Authority, the City shall be and remain an Associate Member of the Authority, unless or until the City opts to withdraw from the Authority, upon written notice to the Authority Board in accordance with the terms of the Agreement.

Section 2. Restrictions and Rights of Associate Members. The City shall not have the right, as an Associate Member of the Authority, to vote on any action taken by the Board of Directors or by the Voting Members of the Authority, except as to amendment of the Joint Powers Agreement, in which instance the City shall have one vote in accordance with Section 8.5 of the Agreement. In addition, no officer, employee or representative of the City shall have any right to become an officer or director of the Authority.

Section 3. Effect of Prior Authority Actions. The City hereby agrees to be subject to and bound by the Agreement and the Bylaws; provided, however, that the Authority agrees that the City will not be bound by any amendment to the Bylaws that in any way either increases the City's responsibilities or potential liability under this Agreement or diminishes the City's rights under this Agreement.

Section 4. No Obligations of Associate Members. The debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of the City.

Section 5. Execution of the Agreement. Execution of this Associate Membership Agreement shall satisfy the requirements of the Agreement and Article XII of the Bylaws of the Authority for participation by the City in all programs and other undertakings of the Authority.

I**N WITNESS WHEREOF**, the parties hereto have caused this Associate Membership Agreement to be executed and attested by their proper officers thereunto duly authorized, on the day and year first set forth above.

CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY

By:_____
Gurbax Sahota, Chair of the
Board of Directors

Attest:

_____
Michelle Stephens, Assistant Secretary

CITY OF ONTARIO, CALIFORNIA

By: _____
Mayor

Attest:

_____
City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA APPROVING ASSOCIATE MEMBERSHIP IN THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY AND THE EXECUTION OF AN ASSOCIATE MEMBERSHIP AGREEMENT RELATING TO ASSOCIATE MEMBERSHIP OF THE CITY IN THE AUTHORITY

WHEREAS, the City of Ontario, California (the "City") is a municipal corporation, duly organized and existing under the Constitution and the laws of the State of California; and

WHEREAS, the City, upon authorization of the City Council (the "City Coucil"), may pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, commencing with Section 6500 (the "JPA Law") enter into a joint exercise of powers agreement with one or more other public agencies pursuant to which such contracting parties may jointly exercise any power common to them; and

WHEREAS, the Cities of Selma, Lancaster and Eureka have entered into a Joint Powers Agreement, dated as of June 1, 2006 (the "Agreement"), establishing the California Enterprise Development Authority (the "Authority") and prescribing its purposes and powers; and

WHEREAS, in furtherance of the City's economic development efforts, the City desires to become an associate member of the Authority; and

WHEREAS, under the JPA Law and the Agreement, the Authority is a public entity separate and apart from the parties to the Agreement and the debts, liabilities and obligations of the Authority will not be the debts, liabilities or obligations of the City or the other members of the Authority; and

WHEREAS, the form of associate membership agreement (the "Associate Membership Agreement") between the City and the Authority has been filed with the City, and the members of the City Council, with the aid of the City's staff, have reviewed the Associate Membership Agreement;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ontario, hereby finds, determines and declares as follows:

Section 1. Associate Membership in the Authority. The City Council hereby approves associate membership by the City in the Authority.

Section 2. Approval of Associate Membership Agreement. The City Council hereby approves the form of, and authorizes the Mayor, the City Manager or any

designee of such officers, to execute the Associate Membership Agreement and authorizes the City Clerk to attest to such signature, in substantially the form on file with the City Clerk, together with any changes therein deemed advisable by the official signing the Associate Membership Agreement.

Section 3. Official Action. The Mayor, the City Manger, the City Clerk and other officers and officials of the City, are hereby authorized and directed to take all actions and do all things necessary with respect to associate membership in the Authority including but not limited to the execution and delivery of any and all agreements, certificates, instruments and other documents which are necessary to effectuate the purposes of this resolution.

Section 4. Effective Date. This Resolution shall take effect upon its adoption by the City Council.

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

PASSED, APPROVED, AND ADOPTED this 16th day of July, 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING THE ISSUANCE OF REVENUE BONDS BY THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $55,500,000 FOR THE PURPOSE OF FINANCING CERTAIN EDUCATIONAL FACILITIES AND CERTAIN OTHER MATTERS RELATING THERETO FOR THE BENEFIT OF REAL JOURNEY ACADEMIES, INC.

WHEREAS, the City Council adopted a resolution to become an associate member of the California Enterprise Development Authority ("Authority") in order to participate in economic development financing programs for the benefit of businesses and nonprofit entities within its jurisdiction.

WHEREAS, the Authority is authorized to issue and sell revenue bonds for the purpose, among others, of financing or refinancing the acquisition, construction, renovation, equipping and furnishing of capital projects.

WHEREAS, REAL Journey Academies, Inc., a nonprofit corporation (the "School") and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), has requested that the California Enterprise Development Authority (the "Authority") issue and sell revenue bonds (the "Bonds") in the maximum principal amount not to exceed $55,500,000 for the purpose of making a loan to the School to (i) finance the cost of acquisition, renovation, equipping and furnishing of certain educational and ancillary facilities located at the Borrower's campuses at (a) 7775 Sierra Ave., Fontana, CA 92336, consisting of approximately 51,000 square feet designed to serve approximately 525 students in preschool and in grades 9 through 12 in an amount not to exceed $50,000,000 (the "Entrepreneur High School Fontana"), and (b) 3333 Concours St., Building 9, Ontario, California 91764, consisting of approximately 8,700 square feet designed to serve as administrative offices in an amount not to exceed $5,500,000 (the "Ontario Project") (collectively, the "Facilities"), (together, the "Project"), (ii) fund a debt service reserve fund; (ii) pay capitalized interest; and (iii) pay certain costs of issuance and other related costs in connection with the issuance of the Bonds.

WHEREAS, The Ontario Project is owned by the School, used for the educational purposes thereof, and is located entirely within the territorial limits of the City.

WHEREAS, pursuant to Section 147(f) of the Code, the issuance of the Bonds by the Authority must be approved by the City because a portion of the Project constituting the Ontario Project is located within the territorial limits of the City.

WHEREAS, the Council of the City (the "City Council") is the elected legislative body of the City and is one of the "applicable elected representatives" required to approve the issuance of the Bonds under Section 147(f) of the Code.

WHEREAS, the Authority has requested that the City Council approve the issuance of the Bonds by the Authority in order to satisfy the public approval requirements of Section 147(f) of the Code.

WHEREAS, a public hearing was held by the City Council on July 16, 2024, at the meeting which commenced at 6:30 p.m., at the Ontario City Hall located at 303 East B Street, Ontario, California 91764, following duly published notice thereof in a newspaper of general circulation in the City of Ontario, on July 9, 2024, and all persons desiring to be heard have been heard.

WHEREAS, the City Council now desires to approve the issuance of the Bonds by the Authority.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ontario, California, does hereby resolve, declare, determine and order as follows:

Section 1. The foregoing recitals are true and correct.

Section 2. The City Council hereby approves the refinancing of the Ontario Project and the issuance of the Bonds by the Authority. It is the purpose and intent of the City Council that this Resolution constitute approval of the plan of finance for the Ontario Project and the issuance of the Bonds for the purposes of: Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Ontario Project is located, in accordance with said Section 147(f); *provided, however,* that this Resolution shall not constitute an approval by the City Council of the Project for any other purpose.

Section 3. The issuance of the Bonds shall be subject to the approval of the Authority of all financing documents relating thereto to which the Authority is a party. The City Council shall have no responsibility or liability whatsoever with respect to the Bonds.

Section 4. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this Resolution and the financing transaction approved hereby.

Section 5. This Resolution shall take effect immediately upon its adoption.

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

PASSED, APPROVED, AND ADOPTED this 16th day of July, 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

CITY OF ONTARIO *Agenda Report* **July 16, 2024**	**SECTION:** **PUBLIC HEARINGS**
Department: Planning Prepared By: Diane Ayala Staff Member Presenting: Scott Murphy, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 33

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

RECOMMENDATION: That the City Council take the following actions:

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

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

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

BACKGROUND & ANALYSIS: The City has initiated a PUD to facilitate the revitalization of downtown Ontario, streamline development, encourage historic preservation and adaptive reuse, and provide development flexibility to achieve the City's goals to economically revitalize and

aesthetically enhance the Project area. The MU-1 (Downtown Mixed-Use) zoning district requires the preparation and approval of a PUD to establish a set of planning and design principles, development regulations and performance standards to govern future development. The proposed Downtown West Planned Unit Development is appended to the attached Ordinance as "Attachment A." The Project area is envisioned as a district with a mixture of retail, office, and residential uses in a pedestrian friendly atmosphere, with the most intensive uses envisioned along Euclid Avenue and Holt Boulevard. A maximum intensity of 2.0 Floor Area Ratio and a density range of 25.0 to 75.0 dwelling units per acre is allowed as provided by the MU-1 (Downtown Mixed-Use) zoning district.

The District and Block Plans of the PUD establishes 3 land use subdistricts and includes context sensitive development standards that are specific to each block and location. The Downtown Mixed-Use Retail Core (MU-RC) zone is comprised of 4 City blocks (Blocks A thru D) that front onto Euclid Avenue from Holt Boulevard to D Street and is envisioned as an 18-hour entertainment, shopping, and dining destination. Holt Boulevard, a future multi-modal corridor, is envisioned as the primary east-west connection from the Ontario International Airport/Hospitality district to the downtown. The goals of the MU-RC zone are to enable a mixture of commercial uses with strategic multiple-family residential infill development to activate storefronts to generate pedestrian foot traffic, create an enhanced, vibrant, and active public realm and streetscape along Euclid Avenue, create mid-block connections along Euclid Avenue to increase walkability and activity where public art and outdoor dining are encouraged, and to transform the north-south running public alley into a pedestrian-friendly enhanced connection with entrances, outdoor dining, and “greening” (landscape and enhanced paving) that collectively creates a lively and dynamic atmosphere.

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

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

COMMUNITY MEETINGS: Community and stakeholder engagement for the PUD included 3 rounds of community outreach conducted through in-person pop-up events as part of existing community events, 2 rounds of targeted stakeholder conversations via roundtable sessions and one in-person showcase. The community and participants displayed overall support for the vision and goals, highlighting the unique character of Ontario’s historic downtown. In addition, they advocated for mobility options to promote accessibility, active transportation infrastructure for safer connections, and public realm enhancements.

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

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

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

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

PLANNING COMMISSION AGENDA REPORT

May 28, 2024

303 East B Street, Ontario, California 91764 Phone: 909.395.2036 / Fax: 909.395.2420

FILE NO: PUD23-004

SUBJECT: A Planned Unit Development to establish a set of planning and design principles, development regulations and performance standards to govern future development of 21.58 acres of land, generally located south of E Street, north of Holt Boulevard, west of Euclid Avenue, east of Palm Avenue, and the northern portion of the block between Fern and Palm Avenues and C and D Streets, within the MU-1 (Downtown Mixed Use) zoning district. **City initiated. City Council action is required.**

PROPERTY OWNERS: Various

RECOMMENDED ACTION: That the Planning Commission consider and recommend that the City Council approve a Mitigated Negative Declaration, adopting a Mitigation Monitoring Report Program, and approve File No. PUD23-004, pursuant to the facts and reasons contained in the staff report and attached Resolutions.

PROJECT SETTING: The Project site is comprised of 21.58 acres of land generally located south of E Street, north of Holt Boulevard, west of Euclid Avenue, east of Palm Avenue, and the northern portion of the block between Fern and Palm Avenues and C and D Streets, within the MU-1 (Downtown Mixed Use) zoning district (see Figure 1: Project Location). The Project area is situated within the City of Ontario's historic downtown and is adjacent to the City's Civic Center. The existing surrounding land uses, zoning, and Policy Plan (general plan) and specific plan land use designations are summarized in the "Surrounding Zoning & Land Uses" table located in the Technical Appendix of this report.



Figure 1: Project Location

PROJECT ANALYSIS:

(1) Background — The Downtown West Planned Unit Development ("PUD") builds upon the vision, development and

Case Planner:	Diane Ayala
Planning Director Approval:	
Submittal Date:	N/A

Hearing Body	*Date*	*Decision*	*Action*
PC	5/28/2024	Approval	Recommend
CC 1st reading	7/2/2024		Introduction
CC 2nd reading	7/16/2024		Final

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

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

Other previous City initiated efforts and plans that contribute to downtown revitalization include; 1] The Downtown Ontario Design Guidelines, adopted by City Council in 1998 and is reference to the Development Code, establishes a set of architectural, graphic, and lighting design principles, to provide guidance to business owners, homeowners, City staff, and design professionals, for the development and/or rehabilitation of properties within the City's historic original downtown area; 2] Historic Resource Surveys completed in 1983 and in 2003 to assess and evaluate historic significance; 3] the Downtown Civic Center PUD adopted in 2006, and the D Block PUD and Laurel Avenue Townhomes PUD adopted in 2023 which replaced the underlying MU-1 Zoning designation to facilitate development; 4] West Euclid Activation Look Book which examined development strategies to the activated properties, many of which are City-acquired, to help achieve the long-term goal of re-visioning the area as the cultural and entertainment heart of Ontario; and 5] the Euclid Avenue Historic Property Treatment and Management Plan developed by Caltrans in partnership with the City in February 2024 to support the relinquishment of Euclid Avenue to the City.

(2) Downtown West Planned Unit Development — The purpose of the PUD is to facilitate the revitalization of downtown Ontario, streamline development, encourage historic preservation and adaptive reuse, and provide development flexibility to achieve the City's goals to economically revitalize and aesthetically enhance the Project area. The MU-1 (Downtown Mixed-Use) zoning district, requires the preparation and approval of a PUD to establish a set of planning and design principles, development regulations and performance standards to govern future development. The proposed Downtown West Planned Unit Development, appended to the attached Resolution as "Attachment A," identifies the following components:

(a) Land Use — The Project area is envisioned as an intensive vertical and horizontal district with a mixture of retail, office, and residential uses in a pedestrian friendly atmosphere, with the most intensive uses envisioned along Euclid and Holt Avenues. A maximum intensity of 2.0 Floor Area Ratio and a density range of 25.0 to 75 dwelling units per acre is allowed as required by the MU-1 (Downtown Mixed-Use) zoning district.

(b) Urban Design — The District and Block Plan establishes 3 land use subdistricts. The Downtown Mixed-Use Retail Core (MU-RC) zone is comprised of 4 City blocks (Blocks A-D) that front onto Euclid Avenue from Holt Boulevard to D Street and is envisioned as an 18-hour entertainment, shopping, and dining destination, whereas Holt Boulevard, a future multi-modal corridor, is envisioned as the primary east-west connection from the Ontario International Airport/Hospitality district to the downtown. The goals of the MU-RC zone are to enable a mixture of commercial uses with strategic multiple-family residential infill development, activate storefronts to generate pedestrian foot traffic, such as retail, restaurant, and entertainment, as well as design treatments that support a lively and comfortable public realm, create an enhanced, vibrant, and active public realm and streetscape along Euclid Avenue, create mid-block connections along Euclid Avenue to increase walkability and activity where public art and outdoor dining are encouraged, and to transform the north-south running public alley into a pedestrian-friendly enhanced alley with entrances, outdoor dining, and "greening" (landscape and enhanced paving) that collectively creates a lively and dynamic atmosphere.

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

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

(c) Development and Design Standards — The PUD allows for new infill development, redevelopment of underutilized sites, adaptive reuse of historic and existing buildings. Block-specific standards were created that respond to place-based conditions and goals.

(i) Height Limits:

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

(ii) Street Setbacks:

- Three feet maximum setbacks to support commercial-only ground floor character and active public realm while promoting some variation on blocks that front Euclid Avenue, Holt Boulevard, and B Street.

- Three to five feet setbacks to support a commercial or residential ground floor character while promoting some variation.

- Five to ten feet setbacks to support a variety of residential product types and to preserve residential ground floor character on blocks that front Fern Avenue, Palm Avenue, D Street and Laurel Avenue.

(ii) Building Stepbacks: Upper level stepbacks or terracing of 15 feet from the façade are required for additions to historic buildings and 10 feet for new residential development on Block I.

(vi) Parking: Residential uses require one parking space per bedroom, 2 parking spaces per 3 bedroom-units, and 0.20 parking spaces per unit for guests and commercial uses require one parking spaces per 250 square feet of gross floor area. In order to achieve the preferred density and building intensities, the PUD allows for a combination of on-site, street, and off-site parking to provide an adequate parking supply to meet the anticipated parking demand for new development. All required resident parking will be provided on site, while guest parking and retail visitor spaces may be provided on-street. Up to 50 percent of required residential on-site parking may be

provided for in a tandem parking configuration with an approved parking management plan.

(d) Architectural Character and Design — The PUD includes architectural design guidelines, specific to the downtown location and residential building type, and establishes the following design principles:

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

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

(iv) Create compatibility between the mixed-use, residential, and commercial architecture within the downtown area; the introduction of unifying elements such as similar materials and colors should be considered; however, "sameness" is discouraged.

(e) Historic Preservation — Approximately 57 of the 76 properties located within the Project area have been surveyed and evaluated for historic significance or are eligible for survey. There are 50 properties that are listed on the Ontario Register of Historic Resources and 14 properties that have been designated by City Council as local landmarks. Additionally, the Project area is part of a proposed local historic district.

The guiding architectural principles in the PUD are ingrained Section *7.01.065: Guidelines for the Treatment of Historic Properties* of the Development Code, which are supported by the Secretary of the Interior Standards for the Treatment of Historic Properties (Standards), and the Downtown Design Guidelines and intended to provide appropriate design solutions that avoid adverse impacts to historic resources located within the PUD area.

To ensure that projects within the plan area that propose new construction (infill) or additions, alterations or demolition (full or partial) to existing buildings are appropriate, a Certificate of Appropriateness is required. This will further promote the preservation of the historic character of the downtown.

COMMUNITY MEETINGS: Community and stakeholder engagement for the PUD included 3 rounds of community outreach, 2 rounds of targeted stakeholder conversations via roundtable sessions and one in-person showcase. Broad community outreach was conducted through in-person pop-up events as part of existing community events. The community displayed overall support for the vision and goals, highlighting the unique character of Ontario's historic downtown. In addition, they advocated for mobility

options to promote accessibility, active transportation infrastructure for safer connections, and public realm enhancements.

The roundtable sessions consisted of key stakeholders, including property and business owners, residents, representatives from the downtown Ontario Improvement Association, developers, and others. Stakeholders stressed the importance of effective waste management systems and ample parking to support local businesses in downtown Ontario. Suggestions from stakeholders included the enhancement of community parking accessibility and reimagining alleys to facilitate social activities. Moreover, leveraging the West Valley Connector Bus Rapid Transit (BRT) Project, a 19-mile zero emission BRT that is estimated to open in 2026 connecting the Ontario International Airport (ONT) to two Metrolink lines (San Bernardino and Riverside), and multiple major activity centers, including Downtown Ontario via Holt Boulevard, would promote connectivity to mass transit and encourage the use of alternative transportation methods, reducing car-dependence in the area.

On January 30, 2024, staff conducted an in-person community meeting to present and receive comments on the PUD. Approximately 20 community members that resided or owned property located within the Project area or within a minimum of 300 feet from the boundaries of the Project attended. Overall, participants were excited about the vision outlined in the plan and the opportunity to improve their property with flexible development standards and key design elements.

PUBLIC NOTIFICATION: The subject application was advertised as a public hearing in at least one newspaper of general circulation in the City of Ontario (the Inland Valley Daily Bulletin newspaper). In addition, notices were mailed to all owners of real property located within a minimum of 300 feet of the exterior boundaries of the property that is the subject of the hearing, as shown on the records of the County Assessor.

CORRESPONDENCE: As of the preparation of this Agenda Report, Planning Department staff has not received any written or verbal communications from the owners or occupants of properties surrounding the Project site or from the public in general, regarding the subject application.

AGENCY/DEPARTMENT REVIEWS: Each City agency/department has been provided the opportunity to review and comment on the subject application.

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

On April 19, 2011, the City Council of the City of Ontario approved and adopted the ONT ALUCP, establishing the Airport Influence Area for Ontario International Airport, which

encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and limits future land uses and development within the Airport Influence Area, as they relate to noise, safety, airspace protection, and overflight impacts of current and future airport activity. As the recommending authority for the Project, the Planning Commission has reviewed and considered the facts and information contained in the Application and supporting documentation against the ONT ALUCP compatibility factors, including [1] Safety Criteria (ONT ALUCP Table 2-2) and Safety Zones (ONT ALUCP Map 2-2), [2] Noise Criteria (ONT ALUCP Table 2-3) and Noise Impact Zones (ONT ALUCP Map 2-3), [3] Airspace protection Zones (ONT ALUCP Map 2-4), and [4] Overflight Notification Zones (ONT ALUCP Map 2-5). As a result, the Planning Commission, therefore, finds and determines that the Project, when implemented in conjunction with the conditions of approval, will be consistent with the policies and criteria set forth within the ONT ALUCP.

COMPLIANCE WITH THE ONTARIO PLAN: The proposed Project is consistent with the principles, goals and policies contained within the Vision, Governance, Policy Plan (general plan), and City Council Priorities components of The Ontario Plan ("TOP"). More specifically, the goals and policies of TOP that are furthered by the proposed Project are as follows:

(1) City Council Goals.

- Invest in the Growth and Evolution of the City's Economy
- Maintain the Current High Level of Public Safety
- Operate in a Businesslike Manner
- Pursue City's Goals and Objectives by Working with Other Governmental Agencies
- Focus Resources in Ontario's Commercial and Residential Neighborhoods
- Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)
- Encourage, Provide or Support Enhanced Recreational, Educational, Cultural and Healthy City Programs, Policies and Activities
- Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in the New Model Colony

(2) Vision.

Distinctive Development:

- Commercial and Residential Development

  ➢ Development quality that is broadly recognized as distinctive and not exclusively tied to the general suburban character typical of much of Southern California.

(3) Governance.

Decision Making:

- Goal G1: Sustained decision-making that consistently moves Ontario towards its Vision by using The Ontario Plan as a framework for assessing choices.

  - G 1-2. Long-term Benefit. We require decisions to demonstrate and document how they add value to the community and support the Ontario Vision.

(4) Policy Plan (General Plan)

Land Use Element:

- Goal LU-1 Balance: A community that has a spectrum of housing types and price ranges that match the jobs in the City and that make it possible for people to live and work in Ontario and maintain a quality of life.

  - LU-1.1 Strategic Growth. We concentrate growth in strategic locations that help create place and identity, maximize available and planned infrastructure, foster the development of transit, and support the expansion of the active and multimodal transportation networks throughout the City.

  - LU-1.6 Complete Community. We incorporate a variety of land uses and building types in our land use planning efforts that result in a complete community where residents at all stages of life, employers, workers, and visitors have a wide spectrum of choices of where they can live, work, shop and recreate within Ontario.

- Goal LU-2 Compatibility: Compatibility between a wide range of uses and a resultant urban patterns and forms.

  - LU-2.6 Infrastructure Compatibility. We require infrastructure to be aesthetically pleasing and in context with the community character.

Housing Element:

- Goal H-2 Housing Supply & Diversity: Diversity of types of quality housing that are affordable to a range of household income levels, accommodate changing demographics, and support and reinforce the economic sustainability of Ontario.

  - H-2.5 Housing Design. We require architectural excellence through adherence to City design guidelines, thoughtful site planning, environmentally sustainable practices, and other best practices.

Community Economics Element:

- Goal CE-1 Complete Community: A complete community that provides for all incomes and stages of life.

  - CE-1.6 Diversity of Housing. We collaborate with residents, housing providers, and the development community to provide housing opportunities for every stage of life; we plan for a variety of housing types and price points to encourage the development of housing supportive of our efforts to attract business in growing sectors of the community while being respectful of existing viable uses.

- Goal CE-2 Placemaking: A City of distinctive neighborhoods, districts, corridors, and centers where people choose to be.

  - CE-2.1 Development Projects. We require new development and redevelopment to create unique, high-quality places that add value to the community.

  - CE-2.4 Protection of Investment. We require that new development and redevelopment protect existing investment by providing architecture and urban design of equal or greater quality.

Community Design Element:

- Goal CD-1 Image & Identity: A dynamic, progressive city containing distinct and complete places that foster a positive sense of identity and belonging among residents, visitors, and businesses.

  - CD-1.1 City Identity. We take actions that are consistent with the City being a leading urban center in Southern California while recognizing, enhancing, and preserving the character of our existing viable neighborhoods.

  - CD-1.2 Growth Areas. We establish Place Types in urban, mixed use, and transit-oriented areas to foster the City's identity as a premier community and require new development within each Place Type to incorporate prescribed urban patterns, forms, and placemaking priorities.

  - CD-1.3 Existing Neighborhoods. We require the existing character of viable residential and non-residential neighborhoods be preserved, protected, and enhanced.

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

  - CD-3.2 Comfortable, Human-Scale Public Realm. We require that public spaces, including streets, parks, and plazas on both public and private property be

designed to maximize safety, comfort and aesthetics and connect to the citywide pedestrian, vehicular, and bicycle networks.

- CD-3.3 Complete and Connected Network. We require that pedestrian, vehicular, and bicycle circulation on both public and private property be coordinated to provide connections internally and externally to adjacent neighborhoods and properties (existing and planned) through a system of local roads and trails that promote walking and biking to nearby destinations (including existing and planned parks, commercial areas, and transit stops) and are designed to maximize safety, comfort, and aesthetics.

- CD-3.4 Context-Aware and Appropriate Design. We require appropriate building and site design that complements existing development, respects the intent and identity of the Place Type, and provides appropriate transitions and connections between adjacent uses to ensure compatibility of scale, maintain an appropriate level of privacy for each use, and minimize potential conflicts.

- CD-3.5 Active Frontages. We create lively pedestrian streetscapes by requiring primary building, business, and residential entrances, outdoor dining, and storefronts be located on ground floors adjacent to sidewalks or public spaces and designed to maximize safety, comfort, aesthetics, and the intended functionality (as defined by the Place Type).

HOUSING ELEMENT COMPLIANCE: The Project is consistent with the Housing Element of the Policy Plan (general plan) component of The Ontario Plan, as the Project site is not one of the properties in the Housing Element Sites contained in Tables B-1 and B-2 (Housing Element Sites Inventory) of the Housing Element Technical Report.

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

TECHNICAL APPENDIX:

Surrounding Zoning and Land Use:

	Existing Land Use	**Policy Plan Designation**	**Zoning Designation**
Site	Mixed Uses- residential, office, commercial and retail	Mixed Use (MU)-Downtown	Downtown Mixed-Use (MU-1) and High Density Residential (HDR-45)
North	Mixed Uses- office, and residential	Mixed Use (MU)-Downtown, Office Commercial (OC), and HDR	Downtown Mixed-Use (MU-1), Low Intensity Office (OL), and High Density Residential (HDR-45)
South	Mixed Uses- office, retail, commercial	Mixed Use (MU)-Downtown	Downtown Mixed-Use (MU-1)
East	Mixed Uses- office, retail, commercial	Mixed Use (MU)-Downtown	Downtown Mixed-Use (MU-1), Civic Center PUD, D Block PUD, and the Euclid Avenue Overlay (EA))
West	Mixed uses- school, church, and residential	Mixed Use (MU)-Downtown, Low Medium Density Residential (LMDR), Medium Density Residential (MDR), and High Density Residential (HDR)	Medium Density Residential (MDR-25), and High Density Residential (HDR-45)

Exhibit A: PROJECT LOCATION MAP



Exhibit B: LAND USE SUBDISTRICTS/ZONES



Exhibit C: GROUND FLOOR LAND USE

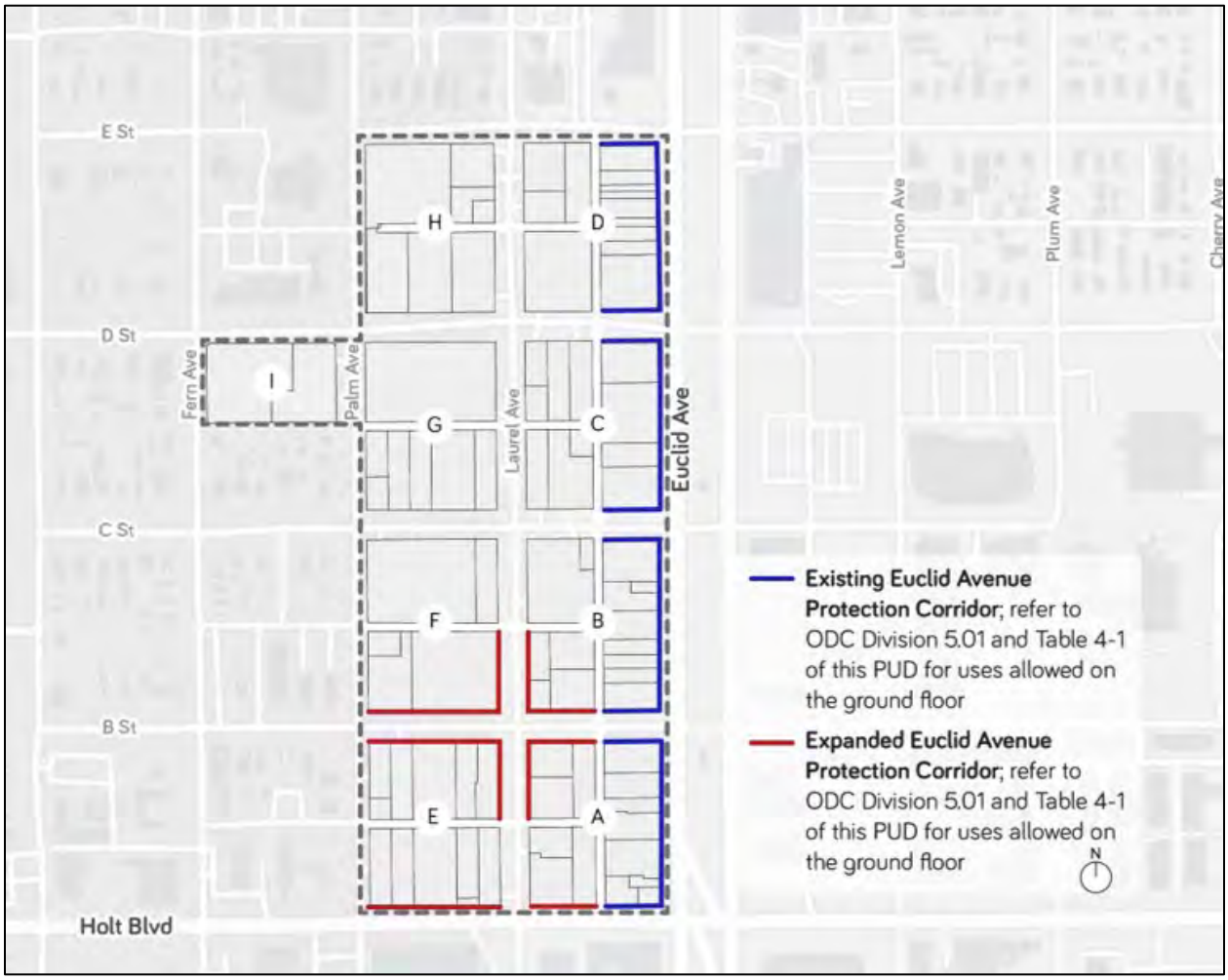


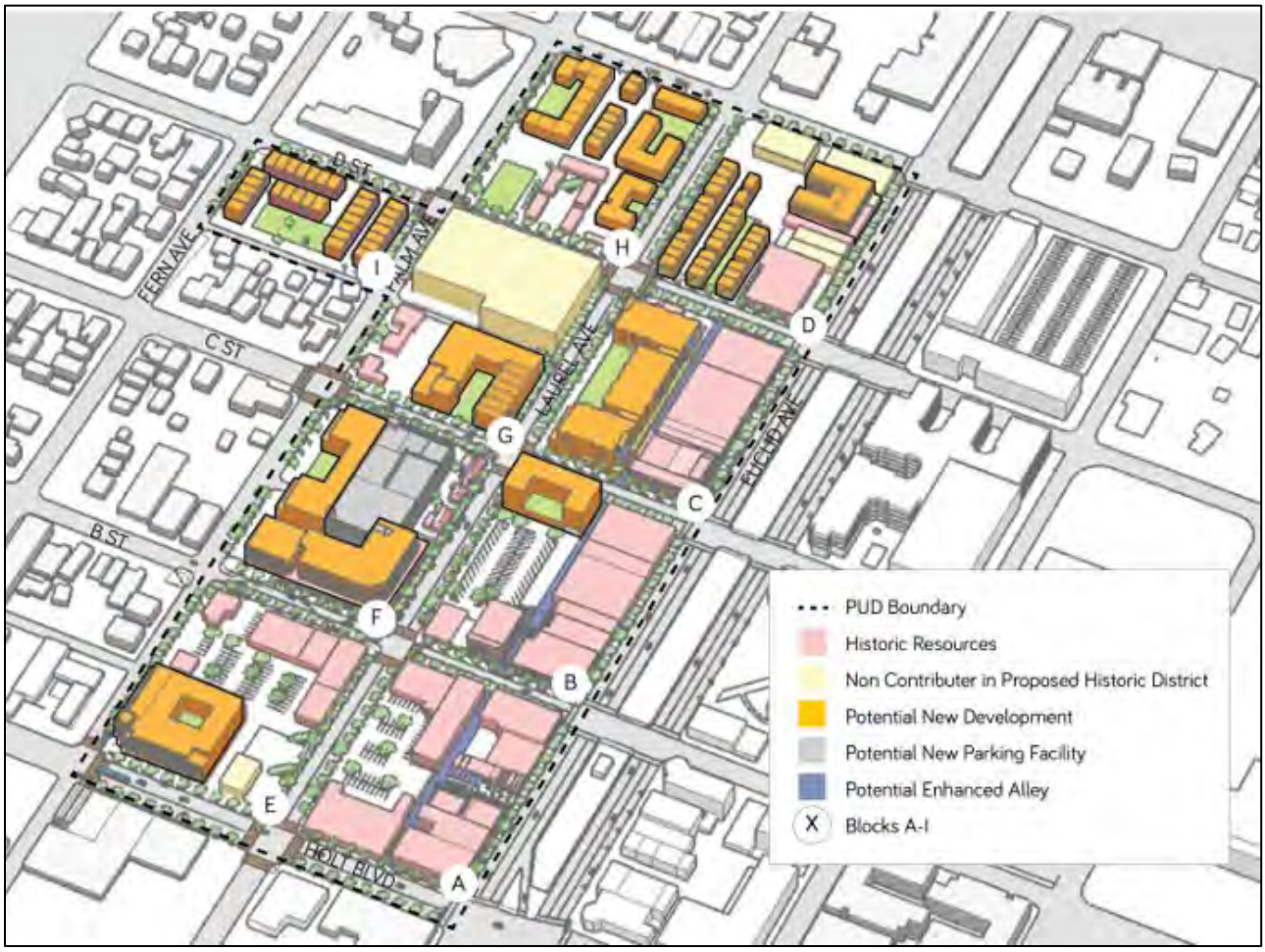
Exhibit D: ALLOWED HEIGHTS



Exhibit E: STREET SETBACKS



Exhibit F: CONCEPTUAL URBAN DESIGN



RESOLUTION NO. PC24-014

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

WHEREAS, prior to the adoption of this Resolution, the Planning Director of the City of Ontario prepared an Initial Study, and approved for circulation, a Mitigated Negative Declaration for File No. PUD23-004 (hereinafter referred to as "MND"), all in accordance with the requirements of the California Environmental Quality Act of 1970, together with state and local guidelines implementing said Act, all as amended to date (collectively referred to as "CEQA"); and

WHEREAS, File No. PUD23-004 analyzed under the MND consists of a Planned Unit Development to establish planning and design principles, development regulations and performance standards to govern future development of 21.58 acres of land, generally located south of E Street, north of Holt Boulevard, west of Euclid Avenue, east of Palm Avenue, and the northern portion of the block between Fern and Palm Avenues and C and D Streets, within the LUA-1 (Euclid Avenue Entertainment) of the MU-1 (Downtown Mixed Use) zoning district, in the City of Ontario, California (hereinafter referred to as the "Project"); and

WHEREAS, the MND concluded that implementation of the Project could result in a number of significant effects on the environment and identified mitigation measures that would reduce each of those significant effects to a less-than-significant level; and

WHEREAS, in connection with the approval of a project involving the preparation of a MND that identifies one or more significant environmental effects, CEQA requires the approving authority of the lead agency to incorporate feasible mitigation measures that would reduce those significant environment effects to a less-than-significant level; and

WHEREAS, whenever a lead agency approves a project requiring the implementation of measures to mitigate or avoid significant effects on the environment, CEQA also requires a lead agency to adopt a Mitigation Monitoring and Reporting Program to ensure compliance with the mitigation measures during project implementation, and such a Mitigation Monitoring and Reporting Program has been prepared for the Project for consideration by the approving authority of the City of Ontario as lead agency for the Project (hereinafter referred to as the "MMRP"); and

WHEREAS, the City of Ontario is the lead agency on the Project, and the Planning Commission is the approving authority for the proposed approval to construct and otherwise undertake the Project; and

WHEREAS, the Planning Commission has reviewed and considered the MND and related MMRP for the Project, and intends to take actions on the Project in compliance with CEQA and state and local guidelines implementing CEQA; and

WHEREAS, the MND and related MMRP for the Project are on file in the Planning Department, located at 303 East "B" Street, Ontario, CA 91764, are available for inspection by any interested person at that location and are, by this reference, incorporated into this Resolution as if fully set forth herein.

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

SECTION 1: ***Environmental Determination and Findings.*** As the recommending authority for the Project, the Planning Commission has reviewed and considered the information contained in the MND and the administrative record for the Project, including all written and oral evidence provided during the comment period. Based upon the facts and information contained in the MND and the administrative record, including all written and oral evidence presented to the Planning Commission, the Planning Commission finds as follows:

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

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

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

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

SECTION 2: ***Planning Commission Action.*** The Planning Commission does hereby find that based upon the entire record of proceedings before it, and all information received, that there is no substantial evidence that the Project will have a significant effect on the environment and does hereby recommend the City Council adopt the MND and related MMRP prepared for the Project, attached hereto as "Attachment A," and incorporated herein by this reference.

SECTION 3: ***Indemnification.*** The Applicant shall agree to defend, indemnify and hold harmless, the City of Ontario or its agents, officers, and employees from any

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

SECTION 4: ***Custodian of Records.*** The documents and materials that constitute the record of proceedings on which these findings have been based are located at the City of Ontario City Hall, 303 East "B" Street, Ontario, California 91764. The custodian for these records is the City Clerk of the City of Ontario.

SECTION 5: ***Certification to Adoption.*** The Secretary shall certify to the adoption of the Resolution.

The Secretary Pro Tempore for the Planning Commission of the City of Ontario shall certify as to the adoption of this Resolution.

I hereby certify that the foregoing Resolution was duly and regularly introduced, passed and adopted by the Planning Commission of the City of Ontario at a regular meeting thereof held on the 28th day of May, 2024, and the foregoing is a full, true and correct copy of said Resolution, and has not been amended or repealed.

Nicola Ricci
Planning Commission Chairperson

ATTEST:

Henry K. Noh
Planning Director and
Secretary to the Planning Commission

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

I, Gwen Berendsen, Secretary Pro Tempore of the Planning Commission of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. PC24-014, was duly passed and adopted by the Planning Commission of the City of Ontario at their regular meeting held on May 28, 2024, by the following roll call vote, to wit:

AYES: Anderson, DeDiemar, Del Turco, Lampkin, Ricci

NOES: None

ABSENT: Dean, Gage

ABSTAIN: None

Gwen Berendsen
Secretary Pro Tempore

ATTACHMENT A:

Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program

(Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program follows this page)

City of Ontario
Planning Department
303 East B Street
Ontario, California 91764
Phone: 909-395-2036
ontarioca.gov/Planning

ATTACHMENT A

California Environmental Quality Act

Mitigation Monitoring and Reporting Program

Project Title: Downtown West Planned Unit D
PUD23-004

Project File No.:

Project Sponsor: City of Ontario

Lead Agency/Contact Person: Diane Ayala, Senior Planner, City of Ontario, Planning Department, 303 East B Street, Ontario, California 91764 (909) 395-2036

Mitigation Measures/Implementing Action	*Responsible for Monitoring*	*Monitoring Frequency*	*Timing of Verification*	*Method of Verification*	*Verified (Initial/Date)*	*Sanctions for Non-Compliance*
Cultural Resources						
MM-CUL-1. Issuance of a Certificate of Appropriateness pursuant to City's Development Code (Chapter 4, Permits, Actions, and Decisions) is required for all exterior alterations to existing buildings, and new construction on vacant or redeveloped sites that are located within the PUD boundary area prior to plan or development project approval.	Planning Dept	Building Permit Issuance	Prior to issuance of Building Permit	Plan Check		Withhold Building Permit
MM-CUL-2. Historic or potentially historic resources located within the PUD boundary shall be evaluated for historic significance through the City's tier system prior to the issuance of plan or development approvals.	Planning Dept	Project Approval	Prior to project approval	Tier Determination		Withhold Approval
MM-CUL-3. A. Partial Demolition of Tier I, II, or III Historic Resources that do not result in loss of character defining features or cause adverse impacts to the integrity of the historic resource shall be documented pursuant to the Historic American Building Survey (HABS) standards to include photographs and cataloging of the exterior and interior of the resource prior to issuance of a building permit.	Planning Dept	Project Approval	Prior to issuance of Building permit	Plan Check		Withhold Building Permit

Mitigation Measures/Implementing Action	***Responsible for Monitoring***	***Monitoring Frequency***	***Timing of Verification***	***Method of Verification***	***Verified (Initial/Date)***	***Sanctions for Non-Compliance***
B. As established in the TOP SEIR 2050, mitigation measures for demolition (full or in part) of Tier III Historic Resources shall include the following: 1) Each historic resource shall be fully documented and cataloged pursuant to Historic American Building Survey/Historic American Engineering Record (HABS/HAER) standards, to provide a record of the resource, including, but not limited to: [i] the preparation of site plans, floor plans, exterior and interior elevations, and detail drawings of character defining features (such as moldings, stairs, etc.); and [ii] photographs of the resource, including the exterior, interior, and interior and exterior character defining features (such as moldings, light fixtures, trim patterns, etc.). 2) A mitigation fee established pursuant to Section 7.01.030 (Historic Preservation Mitigation Fee) shall be paid to the City prior to the issuance of a demolition permit for Tier III historic resources. 3) A Certificate of Appropriateness shall not be issued for the demolition of an historic resource, either in whole or in part, until such time that a demolition permit application and a replacement structure has been approved by the City, and appropriate permits have been issued for its construction, a deferral of the replacement structure requirement is granted pursuant to Subsection G(Replacement Structure Deferral) of Section 4.02.050; or [iii] demolition is required pursuant to Section 7.01.050 (Unsafe or Dangerous Conditions) of this Development Code. 4) In an effort to preserve features and artifacts from historic resources, a determination whether items within or on the resource should be salvaged must be made by the Planning Department and may include the local historical society prior to the issuance of the demolition permit. The applicant shall be						

Mitigation Measures/Implementing Action	*Responsible for Monitoring*	*Monitoring Frequency*	*Timing of Verification*	*Method of Verification*	*Verified (Initial/Date)*	*Sanctions for Non-Compliance*
responsible for the removal, relocation, storage, and donation of such items selected for salvaging. The applicant shall provide an inventory of salvaged items to the Planning Department, and shall include a list of each item name, description, and dimension (as necessary), and the location of each item on a floor plan. C. Full Demolition or partial demolition which results in loss or adverse impacts to character defining features of a Tier I or Tier II Historic Resource shall require preparation of and EIR or Focus EIR.						
MM-CUL-4. In the event that cultural resources are discovered during project activities, all work in the immediate vicinity of the find (within a 60-foot buffer) shall cease and a qualified archaeologist meeting Secretary of Interior standards shall be hired to assess the find. Work on the other portions of the project outside of the buffered area may continue during this assessment period. Additionally, the Yuhaaviatam of San Manuel Nation Cultural Resources Department (YSMN) shall be contacted, as detailed within TCR-1, regarding any pre-contact finds and be provided information after the archaeologist makes his/her initial assessment of the nature of the find, so as to provide Tribal input with regards to significance and treatment.	Planning Dept & Building Dept	During Construction	During Construction	Site Inspection		Withhold Building Permit
MM-CUL-5. If significant pre-contact and/or historic-era cultural resources, as defined by CEQA (as amended, 2015), are discovered and avoidance cannot be ensured, the archaeologist shall develop a Monitoring and Treatment Plan, the drafts of which shall be provided to YSMN for review and comment, as detailed within TCR-1. The archaeologist shall	Planning Dept & Building Dept	During Construction	During Construction	Site Inspection		Withhold Building Permit

Mitigation Measures/Implementing Action	*Responsible for Monitoring*	*Monitoring Frequency*	*Timing of Verification*	*Method of Verification*	*Verified (Initial/Date)*	*Sanctions for Non-Compliance*
monitor the remainder of the project and implement the Plan accordingly.						
MM-CUL-6. If human remains or funerary objects are encountered during any activities associated with the project, work in the immediate vicinity (within a 100-foot buffer of the find) shall cease and the County Coroner shall be contacted pursuant to State Health and Safety Code §7050.5 and that code enforced for the duration of the project.	Planning Dept & Building Dept	During Construction	During Construction	Site Inspection		Withhold Building Permit
Noise						
MM-NOI-1 Construction Noise Abatement. Construction activities associated with new development that occurs near sensitive receptors shall be evaluated for potential noise impacts. Construction contractors shall implement the following measures for construction activities in the City of Ontario. Construction plans submitted to the City shall identify these measures on demolition, grading, and construction plans. The City of Ontario Planning and Building Departments shall verify that grading, demolition, and/or construction plans submitted include these notations prior to issuance of demolition, grading, and/or building permits: 1. Construction activity is limited to the hours between 7:00 am and 6:00 pm Monday through Friday and 9:00 am to 6:00 pm Saturdays and Sundays, as prescribed in Municipal Code Section 5-29.09. 2. During the entire active construction period, equipment and trucks used for project construction shall use the best-available noise control techniques wherever feasible (e.g., improved mufflers, equipment re-design, use of intake silencers, ducts,	Planning Dept & Building Dept	During Construction	During Construction	Site Inspection		Withhold Building Permit

Mitigation Measures/Implementing Action	*Responsible for Monitoring*	*Monitoring Frequency*	*Timing of Verification*	*Method of Verification*	*Verified (Initial/Date)*	*Sanctions for Non-Compliance*
engine enclosures, and acoustically attenuating shields or shrouds). 3. Impact tools (e.g., jack hammers and hoe rams) shall be hydraulically or electrically powered wherever possible. Where the use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used along with external noise jackets on the tools. 4. Stationary equipment such as generators and air compressors shall be located as far as feasible from nearby noise-sensitive uses. 5. Stockpiling shall be located as far as feasible from nearby noise-sensitive receptors. 6. Construction traffic shall be limited, to the extent feasible, to approved haul routes established by the City's Engineering Department. 7. At least 10 days prior to the start of construction activities, a sign shall be posted at the entrance(s) to the job site, clearly visible to the public, that includes permitted construction days and hours as well as the telephone numbers of the City's and contractor's authorized representatives that are assigned to respond in the event of a noise or vibration complaint. If the authorized contractor's representative receives a complaint, he/she shall investigate, take appropriate corrective action, and report the action to the City. 8. Signs shall be posted at the job site entrance(s), within the onsite construction zones, and along queueing lanes (if any) to reinforce the prohibition of unnecessary engine idling. All other equipment shall be turned off if not in use for more than 5 minutes.						

Mitigation Measures/Implementing Action	*Responsible for Monitoring*	*Monitoring Frequency*	*Timing of Verification*	*Method of Verification*	*Verified (Initial/Date)*	*Sanctions for Non-Compliance*
9. During the entire active construction period and to the extent feasible, the use of noise-producing signals, including horns, whistles, alarms, and bells, shall be for safety warning purposes only. The construction manager shall use smart back-up alarms, which automatically adjust the alarm level based on the background noise level or switch off back-up alarms and replace with human spotters in compliance with all safety requirements and laws. 10. Erect temporary noise barriers (at least as high as the exhaust of equipment and breaking line-of-sight between noise sources and sensitive receptors), as necessary and feasible, to maintain construction noise levels at or below the performance standard of 80 dBA Leq. Barriers shall be constructed with a solid material that has a density of at least 1.5 pounds per square foot with no gaps from the ground to the top of the barrier and may be lined on the construction side with an acoustical blanket, curtain, or equivalent absorptive material (City of Ontario 2022a).						
MM-NOI-2. Construction Vibration Abatement. Prior to issuance of a building permit, individual projects that involve vibration intensive construction activities, such as pile drivers, jack hammers, and vibratory rollers near sensitive receptors shall be evaluated for potential vibration impacts. For construction within 135 feet of fragile structures, such as historical resources, within 100 feet of nonengineered timber and masonry buildings (e.g., most residential buildings), or within 75 feet of engineered concrete and masonry (no plaster); or a vibratory roller within 25 feet of any structure, the project applicant shall prepare a noise and vibration	Planning Dept & Building Dept	During Construction	During Construction	Site Inspection		Withhold Building Permit

Mitigation Measures/Implementing Action	*Responsible for Monitoring*	*Monitoring Frequency*	*Timing of Verification*	*Method of Verification*	*Verified (Initial/Date)*	*Sanctions for Non-Compliance*
analysis to assess and mitigate potential noise and vibration impacts related to these activities. This noise and vibration analysis shall be conducted by a qualified and experienced acoustical consultant or engineer. The vibration levels shall not exceed Federal Transit Administration (FTA) architectural damage thresholds (e.g., 0.12 inches per second [in/sec] peak particle velocity [PPV] for fragile or historical resources, 0.2 in/sec PPV for nonengineered timber and masonry buildings, and 0.3 in/sec PPV for engineered concrete and masonry). If vibration levels would exceed this threshold, alternative uses shall be used, such as drilling piles as opposed to pile driving and static rollers as opposed to vibratory rollers. If necessary, construction vibration monitoring shall be conducted to ensure vibration thresholds are not exceeded.						
Tribal Cultural Resources						
MM-TCR-1. The Yuhaaviatam of San Manuel Nation Cultural Resources Department (YSMN) shall be contacted, as detailed in CUL-4, of any pre-contact cultural resources discovered during project implementation, and be provided information regarding the nature of the find, so as to provide Tribal input with regards to significance and treatment. Should the find be deemed significant, as defined by CEQA (as amended, 2015), a cultural resources Monitoring and Treatment Plan shall be created by the archaeologist, in coordination with YSMN, and all subsequent finds shall be subject to this Plan. This Plan shall allow for a monitor to be present that represents YSMN for the remainder of the project, should YSMN elect to place a monitor on-site.	Building Dept & Planning Dept	During Construction	Upon discovery	Copy of executed contract		Withhold grading permit
MM-TCR-2. Any and all archaeological/cultural documents created as a part of the project (isolate	Building Dept & Planning Dept	During Construction	Upon discovery	Copy of executed contract		Withhold grading permit

Mitigation Measures/Implementing Action	***Responsible for Monitoring***	***Monitoring Frequency***	***Timing of Verification***	***Method of Verification***	***Verified (Initial/Date)***	***Sanctions for Non-Compliance***
records, site records, survey reports, testing reports, etc.) shall be supplied to the applicant and Lead Agency for dissemination to YSMN. The Lead Agency and/or applicant shall, in good faith, consult with YSMN throughout the life of the project. Note: Yuhaaviatam of San Manuel Nation realizes that there may be additional tribes claiming cultural affiliation to the area; however, Yuhaaviatam of San Manuel Nation can only speak for itself. The Tribe has no objection if the agency, developer, and/or archaeologist wishes to consult with other tribes in addition to YSMN and if the Lead Agency wishes to revise the conditions to recognize additional tribes.						

Draft Initial Study/Mitigated Negative Declaration

Downtown West Planned Unit Development

APRIL 2024

Prepared for:

303 East B Street
Ontario, California 91764
Phone: 909.395.2036 / Fax: 909.395.2420
Contact: Diane Ayala

Printed on 30% post-consumer recycled material.

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ACRONYMS AND ABBREVIATIONS

Acronym/Abbreviation	Definition
AQMP	air quality management plan
BMP	best management practice
CAAQS	California Ambient Air Quality Standards
CalEEMod	California Emissions Estimator Model
CALGreen	California Green Building Standards
CARB	California Air Resources Board
CBC	California Building Code
CCAP	Community Climate Action Plan
CEQA	California Environmental Quality Act
CFC	California Fire Code
CO	carbon monoxide
CO_2e	carbon dioxide equivalent
DPM	diesel particulate matter
EIR	environmental impact report
GHG	greenhouse gas
IEUA	Inland Empire Utilities Agency
in/sec	inches per second
IS	initial study
MND	mitigated negative declaration
MRZ	Mineral Resource Zone
MT	metric ton
NAAQS	National Ambient Air Quality Standards
NAHC	Native American Heritage Commission
NO_x	oxides of nitrogen
OPD	Ontario Police Department
PM_{10}	particulate matter with an aerodynamic diameter equal to or less than 10 microns
$PM_{2.5}$	particulate matter with an aerodynamic diameter equal to or less than 2.5 microns
PPV	peak particle velocity
PRC	California Public Resources Code
PUD	Planned Unit Development
SB	Senate Bill
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SLF	Sacred Lands File
SO_x	sulfur oxides
TAC	toxic air contaminant
TAZ	traffic analysis zone
TCR	tribal cultural resource
TOP	The Ontario Plan
VMT	vehicle miles traveled
VOC	volatile organic compound

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INTRODUCTION

Project Overview

The City of Ontario (City) is proposing the Downtown West Planned Unit Development (PUD) in Ontario.[1] The Downtown West PUD is intended to function as a set of development regulations and planning and design principles to govern the development or redevelopment of an eight-and-a-half block area in downtown Ontario, California. The Downtown West PUD would support a variety of businesses, housing opportunities for residents, open spaces, entertainment uses, and institutional uses while preserving its historic character, buildings, neighborhoods, and places.

California Environmental Quality Act Compliance

The Downtown West PUD is a project subject to compliance with the California Environmental Quality Act (CEQA), with the City serving as the lead agency responsible for the environmental impact review and the approval of the proposed Downtown West PUD. Based on the findings of this initial study (IS), the City has made the determination that a mitigated negative declaration (MND) is the appropriate environmental document to be prepared in compliance with CEQA (California Public Resources Code [PRC], Section 21000 et seq.).

The City has directed and supervised the preparation of this MND and is in conformance with Section 15070(a) of the CEQA Guidelines (14 CCR 15000 et seq.). The purpose of the MND and the IS checklist is to determine any potentially significant impacts associated with the Downtown West PUD and to incorporate mitigation measures into the project design, as necessary, to reduce or eliminate the significant or potentially significant effects. As determined in this IS/MND, there is no substantial evidence, in light of the whole record before the agency, that the Downtown West PUD would have a significant effect on the environment.

Public Review Process

In accordance with CEQA and the CEQA Guidelines, a 30-day public review period for this IS/MND commenced on April 26, 2024 and will conclude on May 28, 2024. The IS/MND was distributed for review to interested and involved public agencies, responsible/trustee agencies, organizations, and private individuals that have requested in writing to be informed of the proposed Downtown West PUD. In addition, consistent with CEQA Guidelines Section 15072, the City is required to provide a notice of intent to adopt this IS/MND to the public, responsible agencies, trustee agencies, and the County Clerk, and will mail a notice of intent to adopt this IS/MND to the last known name and address of all organizations and individuals who have previously requested such notice.

An electronic copy of this IS/MND can be viewed at the following web address:

https://www.ontarioca.gov/Planning

[1] All analysis is based on project description and project plans provided by the City as of [Placeholder Date].

During the 30-day public review period, the public will have the opportunity to provide written comments on the information contained within this IS/MND. The City's discretionary approval/denial of the proposed Downtown West PUD will be based on the information contained in this document.

In reviewing this IS/MND, interested members of the public should focus on the sufficiency of the document in identifying and analyzing potential project impacts on the environment, as well as the sufficiency of any mitigation measures proposed to reduce potential impacts to a less-than-significant level. Comments on the IS/MND should be submitted by the end of the 30-day public review period and must be postmarked by May 28, 2024. Submit written comments by mail or email with the subject line "Downtown West Planned Unit Development" to the following address:

City of Ontario, Planning Department
303 East B Street, Ontario, CA 91764
Attn: Diane Ayala, Senior Planner
dayala@ontarioca.gov

PROJECT DESCRIPTION

Project Location

The Downtown West PUD project area (PUD project area) is located in the City of Ontario and within the "Downtown District Place Type" as defined by The Ontario Plan (TOP) 2050. The City is approximately 40 miles from downtown Los Angeles, 20 miles from downtown San Bernardino, and 30 miles from Orange County, as shown in Figure 1, Regional Location. The PUD project area is between E Street to the north, Holt Boulevard to the south, Palm Avenue to the west, and Euclid Avenue to the east, in addition to the portion of the block between D Street connecting Fern Avenue and Palm Avenue, as shown in Figure 2, PUD Project Area. The PUD project area is within the City's historic downtown and is adjacent to the civic center area.

Environmental Setting

The PUD project area consists of eight-and-a-half blocks (21.58 acres) in downtown Ontario, California. Within certain blocks, the existing building fabric contains potentially historic resources. The PUD project area consists of underlying mixed use development and comprises a mixture of commercial uses, vacant land, paved parking lots, and residential units.

The PUD project area is designated as TOP Mixed Use–Downtown Land Use. TOP 2050 was adopted in August 2022 and includes a Policy Plan (general plan) and defines the intention or vision of the Mixed Use–Downtown Land Use as follows (City of Ontario 2023a):

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

The PUD project area currently contains 66,785 square feet of existing residential in 52 residential units, and 510,347 square feet of existing commercial.

Project Characteristics

The City seeks to further define and create the Downtown West PUD to streamline the PUD process for developers and property owners in efforts to revitalize downtown Ontario. The Downtown West PUD contains the following sections: (1) Introduction, (2) Vision and Guiding Principles, (3) District and Block Plan, (4) Zoning and Land Use Plan, (5) Development Regulations and Guidelines, (6) Public Realm Standards and Guidelines, and (7) Administration.

The Downtown West PUD would facilitate development of a mix of uses and historic preservation; transformation of select existing buildings through adaptive reuse; and design guidelines for new development, Euclid Avenue, alleys, managed infrastructure, and the public realm. Proposed development and private investments would include new mixed use/infill and façade improvements.

Proposed public realm improvement areas of focus include improvements along B Street, Euclid Avenue streetscape, alley improvements, a consolidated trash area, and public art. The Downtown West PUD encourages "activation," which can include pop-up events, Euclid Avenue programs, B Street Farmer's Market, alley art and signage, gateway signage, and a potential paseo connection. The Downtown West PUD establishes blocks A-I, shown in Figure 3, Site Plan. Table 1 shows the proposed land use and urban design concept for each block. The PUD project if fully implemented, has the potential to increase residential square footage by 578,157 square feet and decrease commercial by 472,461 square feet.

Table 1. Downtown West Land Use and Urban Design Concept

Site	Residential Units	Density (du/acre)	Residential GSF	Commercial GSF	Parking Provision
A[1]	n/a	n/a	0 sf	7,500 sf	n/a
B	22	75	22,544 sf	1,500 sf	32
C[2]	90	75	93,260 sf	4,386 sf	219
D[3]	29	39	52,200 sf	0 sf	58
E	58	75	59,746 sf	2,000 sf	78
F	141	60	144,898 sf	0 sf	460[4]
G	59	75	60,370 sf	0 sf	80
H	47	30	48,296 sf	0 sf	78
I	35	30	63,628 sf	0 sf	70
Fronting Euclid Avenue [5]	100	75 max.	100,000 sf	22,500 sf	145
Total	**581**	**n/a**	**644,942 sf**	**37,886 sf**	**1,220**

Source: Downtown West PUD.
Notes: du = dwelling unit; GSF = gross square feet; n/a = not applicable; sf = square feet.
1 Potential for new retail use/building in existing cactus garden.
2 New development proposed with some public parking (84 stalls).
3 Townhomes.
4 Potential new shared garage with public parking.
5 Potential for new development on top of existing historic structures or redevelopment of non-contributing buildings.

Project Construction and Phasing

The Downtown West PUD contains standards for development and private investments, public realm improvements, activation, and art. Any Project with the PUD The Downtown West PUD would be implemented in phases over time. Project construction and characteristics would be project-specific and not included in the PUD.

Project Approvals

The Downtown West PUD provides development standards and requirements for Projects within the PUD project area.

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

Processing), commencing with Subsection B (Discretionary Permits and Actions) of Section 2.02.015 (Application Processing Procedures). Development plans are approved by the Planning Commission or Development Advisory Board.

To ensure proper implementation of the historic resource preservation and mitigation measures established in the Mitigated Negative Declaration for the PUD, an application for a Certificate of Appropriateness ("C of A") shall be submitted and approved in conjunction with each private or public project. The C of A is approved by the Historic Preservation Subcommittee or the full Historic Preservation Commission (or the Planning Director may issue waivers for minor projects). Encroachment and easements are processed by the City Engineer.

INITIAL STUDY CHECKLIST

1. Project Title: Downtown West PUD

2. Lead agency name and address: City of Ontario, Planning Department, 303 East B Street, Ontario California 91764

3. Contact person and phone number: Diane Ayala, Senior Planner, 909.395.2428

4. Project Sponsor: City of Ontario

5. Project Location: The PUD project area is located in the Downtown District of the City of Ontario. The City of Ontario is approximately 40 miles from downtown Los Angeles, 20 miles from downtown San Bernadino, and 30 miles from Orange County. As illustrated on Figure 2, the project is bordered by Euclid Avenue to the east, Holt Boulevard to the south, Palm Avenue and Fern Avenue to the west, and E Street to the north.

6. General Plan designation: Mixed Use- Downtown

7. Zoning: MU-1 (Downtown Mixed Use)

8. Description of project. The City seeks to create the Downtown West PUD to streamline the PUD process for developers and property owners in efforts to revitalize downtown Ontario. The Downtown West PUD contains guidelines for development and private investments, public realm improvements, and activations and public art.

   Building Characteristics and Operations

   Section 5 of the Downtown West PUD sets forth development standards to govern the placement, height, and bulk of permitted buildings and other structures, as well as to establish requirements for vehicular access, parking and loading, open space, landscaping, and signs for commercial uses to be incorporated into development plans. The standards and guidelines would apply to future development projects within the PUD project area for any new construction, addition, remodel, or reallocation requiring a building permit or other similar entitlement by the City. Regulations and standards in the Ontario Development Code that are not covered by the Downtown West PUD would continue to be applicable to future development within the PUD project area.

   Circulation and Parking

   The total parking provided at each site is shown in Table 1. A total of 1,220 parking stalls would be provided, which is over the required amount for the number of residential units and commercial space. As described in the Downtown West PUD, parking standards are consistent (Residential – 1 space per bedroom up to 2 bedrooms, 2 spaces per unit for 3 bedrooms and above, 0.20 spaces per unit for guest/visitor parking. Commercial – 1 space per 250 sf gross floor area for all permitted or conditionally permitted use.)

Implementation of the Downtown West PUD would facilitate improvements to B Street and utilize the addition of a West Valley Connector Bus Rapid Transportation Station at the corner of E. Holt Boulevard and N. Plum Avenue.

Landscaping, Walls, and Lighting

The Downtown West PUD contains various standards and guidelines for development in the PUD project area including within Section 5.5, Building Design, and Section 6.3, Design Guidelines. Landscaping, walls, and lighting standards in the Ontario Development Code that are not covered by the Downtown West PUD would continue to be applicable to future development within the PUD project area.

9. Surrounding land uses and setting:

The PUD project area is currently developed with a mix of commercial uses, vacant land, and residential units. The area surrounding the PUD project area consists of mixed office, residential, commercial, and open space uses (see Table 2).

Table 2. Surrounding Land Uses and Setting

	Existing Land Use	General Plan Designation	Zoning Designation
Site:	Mixed uses and residential[1]	Mixed Use (MU)-Downtown	Downtown Mixed-Use (MU-1)and High Density Residential (HDR-45)
North:	Mixed uses, office, and residential[2]	Mixed Use (MU)-Downtown, Office Commercial (OC), and HDR	MU-1, Low Intensity Office (OL), and HDR-45
South:	Mixed uses[3]	Mixed Use (MU)-Downtown	MU-1 (Downtown Mixed-Use)
East:	Mixed uses and open space[4]	MU and Open Space – Recreation (OS-R)	MU-1 and PUD(Euclid Avenue Overlay)
West:	Mixed uses and residential[5]	Mixed Use (MU) Downtown, Low Medium Density Residential (LMDR), Medium Density Residential (MDR), and HDR	MU-1, Low Density Residential (LDR-5), Medium Density Residential (MDR-25), and HDR-45

Sources: City of Ontario 2015a, 2023b.
Notes:
1 MU: Retail stores, dental offices, parking lots, medical offices, bank, restaurant, general offices, residences on commercial, multiple family residential, religious structure, storage warehouse, car lots, vacant land
2 MU: Religious structure, vacant land, fast food, general offices, and retail stores
OC: General offices and residences on commercial
HDR: Religious structure
3 MU: Vacant land, retail stores, and car lots
4 MU: Service station, retail stores, parking lots, vacant land, and bank
OS-R: Parking lot, vacant land, and Ontario Town Square
5 MU: Triplex, single-family residential, vacant land, duplex, parking lots, and retail stores
LMDR: Single-family residential, quad, triplex, and apartments
MDR: Duplex, single-family residential, apartments, and vacant land
HDR: Religious structure and parking lot

10. Other public agencies whose approval is anticipated include (e.g., permits, financing approval, or participation agreement):

None.

11. Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1?

☒ Yes ☐ No

If "yes", has consultation begun? ☐ Yes ☐ No ☒ Completed

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact," as indicated by the checklist on the following pages.

☐	Aesthetics	☐	Agriculture and Forestry Resources	☐	Air Quality
☐	Biological Resources	☒	Cultural Resources	☐	Energy
☐	Geology and Soils	☐	Greenhouse Gas Emissions	☐	Hazards and Hazardous Materials
☐	Hydrology and Water Quality	☐	Land Use and Planning	☐	Mineral Resources
☒	Noise	☐	Population and Housing	☐	Public Services
☐	Recreation	☐	Transportation	☒	Tribal Cultural Resources
☐	Utilities and Service Systems	☐	Wildfire	☒	Mandatory Findings of Significance

Determination (To be completed by the Lead Agency)

On the basis of this initial evaluation:

☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier ENVIRONMENTAL IMPACT REPORT or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier ENVIRONMENTAL IMPACT REPORT or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signature: Diane Ayala	Date: 4/26/2024
Printed Name: Diane Ayala	

Evaluation of Environmental Impacts

1. A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project would not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

2. All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.

3. Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an Environmental Impact Report (EIR) is required.

4. "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level.

5. Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:

    a. Earlier Analysis Used. Identify and state where they are available for review.

    b. Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.

    c. Mitigation Measures. For effects that are "Less Than Significant With Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

6. Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

7. Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

8. This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.

9. The explanation of each issue should identify:

   a. the significance criteria or threshold, if any, used to evaluate each question; and

   b. the mitigation measure identified, if any, to reduce the impact to less than significance

Issues	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
I. AESTHETICS – Except as provided in Public Resources Code Section 21099, would the project:				
a) Have a substantial adverse effect on a scenic vista?	☐	☐	☒	☐
b) Substantially damage scenic resources including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☒	☐
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	☐	☐	☒	☐
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☒	☐
II. AGRICULTURE AND FORESTRY RESOURCES – In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	☒
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☒

Issues	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?	☐	☐	☐	☒
d) Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☐	☒
III. AIR QUALITY – Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☒	☐
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	☐	☐	☒	☐
c) Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☒	☐
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	☐	☐	☒	☐
IV. BIOLOGICAL RESOURCES – Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☐	☐	☒	☐
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☐	☐	☐	☒
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal,	☐	☐	☐	☒

Issues	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
filling, hydrological interruption, or other means?				
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☐	☒
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☒	☐
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☐	☒
V. CULTURAL RESOURCES – Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?	☐	☒	☐	☐
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?	☐	☐	☒	☐
c) Disturb any human remains, including those interred outside of dedicated cemeteries?	☐	☐	☐	☒
VI. Energy – Would the project:				
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	☐	☐	☒	☐
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☐	☐	☒	☐
VII. GEOLOGY AND SOILS – Would the project:				
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☒	☐

Issues	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
ii) Strong seismic ground shaking?	☐	☐	☒	☐
iii) Seismic-related ground failure, including liquefaction?	☐	☐	☒	☐
iv) Landslides?	☐	☐	☐	☒
b) Result in substantial soil erosion or the loss of topsoil?	☐	☐	☒	☐
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☐	☒	☐
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	☐	☐	☒	☐
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	☐	☐	☒	☐
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☐	☒	☐
VIII. GREENHOUSE GAS EMISSIONS – Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☒	☐
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☒	☐
IX. HAZARDS AND HAZARDOUS MATERIALS – Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☒	☐
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☒	☐
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☒	☐

Issues	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
d) Be located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☒	☐
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	☐	☐	☒	☐
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒	☐
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	☐	☐	☒	☐
X. HYDROLOGY AND WATER QUALITY – Would the project:				
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	☐	☐	☒	☐
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☐	☒	☐
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
i) result in substantial erosion or siltation on or off site;	☐	☐	☒	☐
ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on or off site;	☐	☐	☒	☐
iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	☐	☐	☒	☐
iv) impede or redirect flood flows?	☐	☐	☒	☐

Issues	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	☐	☐	☒	☐
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	☐	☒
XI. LAND USE AND PLANNING – Would the project:				
a) Physically divide an established community?	☐	☐	☒	☐
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☐	☒
XII. MINERAL RESOURCES – Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☒
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	☐	☐	☐	☒
XIII. NOISE – Would the project result in:				
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☒	☐	☐
b) Generation of excessive groundborne vibration or groundborne noise levels?	☐	☒	☐	☐
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒
XIV. POPULATION AND HOUSING – Would the project:				
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☒	☐
b) Displace substantial numbers of existing people or housing, necessitating the	☐	☐	☒	☐

Issues	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
construction of replacement housing elsewhere?				
XV. PUBLIC SERVICES – Would the project:				
a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:				
i) Fire protection?	☐	☐	☒	☐
ii) Police protection?	☐	☐	☒	☐
iii) Schools?	☐	☐	☒	☐
iv) Parks?	☐	☐	☒	☐
v) Other public facilities?	☐	☐	☒	☐
XVI. RECREATION				
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☒	☐
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☒	☐
XVII. TRANSPORTATION – Would the project:				
a) Conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?	☐	☐	☒	☐
b) Conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?	☐	☐	☒	☐
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☒	☐
d) Result in inadequate emergency access?	☐	☐	☒	☐
XVIII. TRIBAL CULTURAL RESOURCES				
Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k), or	☐	☐	☒	☐

Issues	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1? In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☒	☐	☐
XIX. UTILITIES AND SERVICE SYSTEMS – Would the project:				
a) Require or result in the relocation or construction of new or expanded water, waste water treatment, or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	☒	☐
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?	☐	☐	☒	☐
c) Result in a determination by the waste water treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☒	☐
d) Generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☒	☐
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	☐	☐	☐	☒
XX. WILDFIRE – If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒	☐
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	☐	☐	☒	☐
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel	☐	☐	☒	☐

Issues	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
breaks, emergency water sources, power lines, or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?				
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☒	☐
XXI. MANDATORY FINDINGS OF SIGNIFICANCE				
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?	☐	☒	☐	☐
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)	☐	☒	☐	☐
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☒	☐	☐

Explanation of Issues

Aesthetics

a) Would the project have a substantial adverse effect on a scenic vista?

Less-than-Significant Impact. The dominant scenic resource in Ontario is the San Gabriel Mountain range to the north, visible from the Upper Santa Ana River. Other prominent scenic resources are the Jurupa Mountains and the San Bernardino Mountains to the east, the Santa Ana Mountains to the south, and the Chino Hills to the southwest (City of Ontario 2022a). The PUD project area is currently developed with mixed use and residential uses. The proposed Downtown West PUD contains height limits that are consistent with the Ontario Development Code development standards. Additionally, the San Gabriel Mountains peaks rise to 7,000 feet above

mean sea level (City of Ontario 2022a); therefore, development with the maximum height of 65 feet would not alter the scenic views of Ontario significantly compared to the existing conditions. Impacts to scenic vistas would be less than significant.

b) Would the project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

Less-than-Significant Impact. There are no designated state scenic highways located near the PUD project area. The closest eligible state scenic highway is a portion of State Route 142 in Chino Hills, approximately 7 miles southwest of the PUD project area (Caltrans 2018). The City's General Plan identifies Euclid Corridor and the Mission Boulevard Corridor as the primary scenic corridors in Ontario (City of Ontario 2022a). The PUD project area is bordered by Euclid Avenue to the east and would include Euclid Avenue Streetscapes and Euclid Avenue Programs. The Downtown West PUD would contain guidelines for these improvements such as streetscape design standards, historic preservation, and adaptive reuse to ensure scenic resources would not be substantially damaged. Therefore, the Downtown West PUD would have less than significant impacts on state scenic highways.

c) In non-urbanized areas, would the project substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?

Less-than-Significant Impact. Per PRC Section 21071, an "urbanized area" is defined as follows:

> (a) An incorporated city that meets either of the following criteria:
>
> (1) Has a population of at least 100,000 persons.
>
> (2) Has a population of less than 100,000 persons if the population of that city and not more than two contiguous incorporated cities combined equals at least 100,000 persons.

As of the 2020 U.S. Census, the City has a population of 175,265 (U.S. Census Bureau 2020). The population exceeds 100,000, so the site would be considered an urbanized area for purposes of responding to this impact prompt.

TOP 2050 is the primary planning document for the City and contains various goals and policies governing the scenic quality of the City. Land Use Element Section 2, Compatibility, requires infrastructure to be aesthetically pleasing and in context with the community character (Policy LU-2.6). Community Design Element Section 1, Image & Identity, aims to preserve the existing character of neighborhoods (Policy CD-1.1 and Policy CD-1.3) and preserve the City's view corridors (Policy CD-1.5). Community Design Element Section 2, Design Quality, ensures a high level of design quality that is attractive, safe, functional, human-scale, and distinct (Policy CD-2.1 through Policy CD-2.10). Community Design Element Section 3, Urban, Mixed Use, and Transit-Oriented Place Types, promotes development that heightens the unique character of each place type (Policy CD-3.1) and maximizes safety, comfort, and aesthetics (Policy CD-3.2, Policy CD-3.3, and Policy CD-3.5). Community Design Element Section 4, Historic Preservation, aims to preserve

the character of the City's historic buildings, streetscapes, and unique neighborhoods (Policy CD-4.2) (City of Ontario 2023a). Adherence to the Land Use Element and Community Design Element policies described above would reduce visual impacts.

In addition, the Ontario Development Code includes development requirements related to scenic quality such as development density, screening and setback, signing, landscaping, lighting, and height limitations. The Downtown West PUD would be consistent with the aesthetic requirements outlined in TOP 2050 and the Ontario Development Code. Therefore, this impact would be less than significant.

d) Would the project create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

Less-than-Significant Impact. New development facilitated by the Downtown West PUD would result in new sources of light and glare through increased development in the PUD project area. However, the PUD project area is currently developed and urban, consisting of large amounts of light and glare affecting daytime and nighttime views in the area. Any new development would adhere to the design standards of the Ontario Development Code to ensure that light and glare from new developments would be minimized and that significant impacts would not occur. Therefore, the Downtown West PUD would not create a significant light or glare impact beyond what already exists, and impacts would be less than significant.

Agriculture and Forestry Resources

a) Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

No Impact. According to the California Important Farmland Finder database, the PUD project area is classified as "Urban and Built-Up Land" (DOC 2023a). Additionally, Figure 5.2-1, Important Farmland, in The Ontario Plan 2050 Final Supplemental EIR (TOP Supplemental EIR) designates the PUD project area and surrounding areas as Developed Land (City of Ontario 2022a). The Downtown West PUD would not be located on land classified as Farmland pursuant to the Farmland Mapping and Monitoring Program and would therefore not convert any Farmland to non-agricultural use. No impact would occur.

b) Would the project conflict with existing zoning for agricultural use, or a Williamson Act contract?

No Impact. As shown in Figure 5.2-2, Williamson Act Land, in the TOP Supplemental EIR, the PUD project area does not contain land under a Williamson Act Contract (City of Ontario 2022a). The PUD project area is zoned as MU and HDR (City of Ontario 2015a). Therefore, the Downtown West PUD would not conflict with existing zoning for agricultural use or a Williamson Act contract. No impact would occur.

c) Would the project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?

No Impact. The PUD project area is not zoned for forest land, timberland, or timberland zoned Timberland Production. Therefore, there is no impact.

d) Would the project result in the loss of forest land or conversion of forest land to non-forest use?

No Impact. The PUD project area does not contain forest land. Therefore, there is no impact.

e) Would the project involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?

No Impact. As described above, the PUD project area does not contain farmland or forest land. Therefore, there is no impact.

Air Quality

This section is based on technical analysis conducted by Dudek and attached to this MND as Appendix A, Air Quality, Greenhouse Gas Emissions, and Energy Memorandum. See Appendix A for complete results.

a) Would the project conflict with or obstruct implementation of the applicable air quality plan?

Less-than-Significant Impact. The PUD project area is located within the South Coast Air Basin, which includes the non-desert portions of Los Angeles, Riverside, and San Bernardino Counties and all of Orange County, and is within the jurisdictional boundaries of the South Coast Air Quality Management District (SCAQMD). SCAQMD administers the South Coast Air Basin's air quality management plan (AQMP), which is a comprehensive document outlining an air pollution control program for attaining the California Ambient Air Quality Standards (CAAQS) and National Ambient Air Quality Standards (NAAQS). SCAQMD has established criteria for determining consistency with the currently applicable AQMP in Chapter 12, Sections 12.2 and 12.3 of the SCAQMD CEQA Air Quality Handbook. These criteria are as follows (SCAQMD 1993):

- **Consistency Criterion No. 1:** Whether the project would result in an increase in the frequency or severity of existing air quality violations, cause or contribute to new violations, or delay timely attainment of the ambient air quality standards or interim emission reductions in the AQMP.
- **Consistency Criterion No. 2:** Whether the project would exceed the assumptions in the AQMP or increments based on the year of project buildout and phase.

Regarding Consistency Criterion No.1, it was determined that construction of future development projects from implementation of the Downtown West PUD would not exceed the SCAQMD mass daily construction thresholds for all criteria air pollutants. In addition, the operation of any future development projects, as allowed by the Downtown West PUD, would not exceed the SCAQMD

mass daily operational thresholds for all criteria air pollutants for full operational buildout of the Downtown West PUD and for a combined construction and operational scenario.

Because the total anticipated development associated with implementation of the Downtown West PUD would not exceed the SCAQMD mass daily regional thresholds, the Downtown West PUD would not result in an increase in the frequency or severity of existing air quality violations. As such, the Downtown West PUD would be consistent with Consistency Criterion No. 1 of the SCAQMD CEQA Air Quality Handbook.

While no specific development projects are proposed at this time, implementation of the Downtown West PUD would facilitate additional population growth, additional housing units, and a decrease in density of commercial space within the PUD project area. Changes in the population, housing, or employment growth projections associated with the Downtown West PUD have the potential to affect the demographic projections of the Southern California Association of Governments (SCAG), and therefore, the assumptions of the SCAQMD's AQMP. However, development that occurs from implementation of the Downtown West PUD would be consistent with SCAG's regional goals of providing infill housing, improving the jobs-to-housing balance, and integrating land uses near major transportation corridors.

In the SCAG 2020 Regional Transportation Plan/Sustainable Communities Strategy Demographics and Growth Forecast, it was predicted that between 2016 and 2045, the City's population would increase by 96,900, households would increase by 28,500, and employment would increase by 55,400 (SCAG 2020). Downtown West PUD implementation, which would facilitate the development of 581 dwelling units and 37,886 square feet of commercial space at buildout in 2045, would not result in growth that would exceed these growth forecasts or change the underlying land use assumptions utilized in the 2022 AQMP. It is important to note that, while the more recent SCAG 2024 RTP/SCS was approved in April 2024, this project uses the 2020 RTP/SCS as a reference for air quality impact analysis because it provides consistency with the relevant AQMP from 2022. As such, the Downtown West PUD would not conflict with Consistency Criterion No. 2 of the SCAQMD CEQA Air Quality Handbook.

While the Downtown West PUD consists of a policy document that does not propose any direct development, the Downtown West PUD's proposed land use changes would allow for greater densities than are currently allowed within the PUD project area. Approval of the Downtown West PUD would not provide any goals, policies, or programs that would significantly conflict with or obstruct implementation of the applicable air quality plan. Future development resulting from implementation of the Downtown West PUD would not exceed the SCAQMD's criteria pollutant mass daily thresholds for construction and operations. Therefore, the Downtown West PUD would not conflict with Consistency Criterion No. 1.

Additionally, the Downtown West PUD would not conflict with Consistency Criterion No. 2, as implementation of the Downtown West PUD would not exceed the demographic growth forecasts in the SCAG 2020 Regional Transportation Plan/Sustainable Communities Strategy. Potential impacts related to the Downtown West PUD's potential to conflict with or obstruct implementation of the applicable air quality plan would be less than significant.

b) Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?

Less-than-Significant Impact. A quantitative analysis was conducted to determine whether the project might result in emissions of criteria air pollutants that may cause exceedances of the NAAQS or CAAQS or cumulatively contribute to existing nonattainment of ambient air quality standards. See Appendix A for full analysis.

The Downtown West PUD would result in emissions of criteria air pollutants for which the California Air Resources Board (CARB) and U.S. Environmental Protection Agency have adopted ambient air quality standards (i.e., the NAAQS and CAAQS). Projects that emit these pollutants have the potential to cause, or contribute to, violations of these standards.

The significance criteria used to evaluate the project impacts to air quality are based on the recommendations provided in Appendix G of the CEQA Guidelines. For the purposes of this air quality analysis, a significant impact would occur if the Downtown West PUD would (14 CCR 15000 et seq.):

1. Conflict with or obstruct implementation of the applicable air quality plan.
2. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard.
3. Expose sensitive receptors to substantial pollutant concentrations.
4. Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people.

Appendix G of the CEQA Guidelines (14 CCR 15000 et seq.) indicates that, where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to determine whether the project would have a significant impact on air quality.

SCAQMD has established air quality significance thresholds, as revised in April 2019, that set forth quantitative emission significance thresholds below which a project would not have a significant impact on ambient air quality (SCAQMD 2019). The project's "regional" emissions refer to emissions that will be evaluated based on regional significance thresholds established by SCAQMD, also known as the criteria pollutant mass daily thresholds. The SCAQMD air quality significance thresholds also provide toxic air contaminant (TAC) thresholds and ambient air quality standards for criteria pollutants that are to be utilized for localized significance determination. The quantitative air quality analysis provided herein applies the SCAQMD thresholds identified in Appendix A of this MND to determine the potential for the Downtown West PUD to result in a significant impact under CEQA.

Construction Emissions

Construction scenario assumptions are detailed in Appendix A. Construction activities resulting from potential future projects developed under Downtown West PUD implementation would result in the temporary addition of pollutants to the local airshed caused by on-site sources (e.g., off-road construction equipment, soil disturbance, and volatile organic compound [VOC] off-gassing from architectural coatings and asphalt pavement application) and off-site sources (e.g., vendor trucks, haul trucks, and worker vehicle trips). Specifically, entrained dust results from the exposure of earth surfaces to wind from the direct disturbance and movement of soil, resulting in emissions of particulate matter with an aerodynamic diameter equal to or less than 10 microns (PM_{10}) and particulate matter with an aerodynamic diameter equal to or less than 2.5 microns ($PM_{2.5}$). Internal combustion engines used by construction equipment, haul trucks, vendor trucks (i.e., delivery trucks), and worker vehicles would result in emissions of VOCs, oxides of nitrogen (NO_x), carbon monoxide (CO), sulfur oxides (SO_x), PM_{10}, and $PM_{2.5}$.

For purposes of estimating Project emissions, construction is assumed to start in 2025 and have a duration of 20 years, reaching completion in December 2044. To estimate a single year of construction, the entire Project buildout land use quantities was scaled by 20-years of construction (i.e., 5% of total buildout) and then compressed to a 1-year period. Construction emissions were calculated for the estimated worst-case day over the construction period associated with each phase and reported as the maximum daily emissions estimated during construction of the 5% development scenario. Table 3 presents the estimated maximum daily construction emissions generated during construction of the 5% construction scenario for the first year of construction. Details of the emission calculations are provided in Appendix A.

Table 3. Estimated Maximum Daily Construction Criteria Air Pollutant Emissions

Year	VOC	NO_x	CO	SO_x	PM_{10}	$PM_{2.5}$
	Pounds per day					
Summer						
1 Year of Construction (5% of total construction)	1.21	9.35	12.52	0.02	0.79	0.42
Winter						
1 Year of Construction (5% of total construction)	21.22	41.44	29.88	0.17	9.73	3.85
Maximum	**21.22**	**41.44**	**29.88**	**0.17**	**9.73**	**3.85**
SCAQMD Threshold	*75*	*100*	*550*	*150*	*150*	*55*
Threshold Exceeded?	**No**	**No**	**No**	**No**	**No**	**No**

Source: Appendix A.
Notes: VOC = volatile organic compound; NO_x = oxides of nitrogen; CO = carbon monoxide; SO_x = sulfur oxides; PM_{10} = coarse particulate matter; $PM_{2.5}$ = fine particulate matter; SCAQMD = South Coast Air Quality Management District.
These estimates reflect control of fugitive dust required by SCAQMD Rule 403.

As shown in Table 3, daily construction emissions would not exceed the SCAQMD significance thresholds for VOC, NO_x, CO, SO_x, PM_{10}, or $PM_{2.5}$ during the 5% construction scenario, and short-term construction impacts would be less than significant.

Operational Emissions

Operation scenario assumptions are detailed in Appendix A. While the Downtown West PUD consists of a policy document and does not propose any direct development, the Downtown West PUD's proposed land-use changes would allow for new or more dense development than is currently allowed within the PUD project area. Operation of the Downtown West PUD, due to future development within the PUD project area, could potentially generate VOC, NO_x, CO, SO_x, PM_{10}, and $PM_{2.5}$ emissions from mobile sources, including vehicular traffic; energy sources such as natural gas usage; area sources, including the use of landscaping equipment and consumer products; and architectural coatings.

Table 4 presents the maximum daily area, energy, and mobile sources associated with total operational buildout of the Downtown West PUD as compared to the SCAQMD's thresholds. The SCAQMD operational thresholds are expressed as mass daily thresholds in pounds per day. Details of the emission calculations are provided in Appendix A.

Table 4. Estimated Combined Construction and Operational Criteria Air Pollutant Emissions

Estimated Maximum Net Daily Operational Emissions for Project Implementation[1]						
Emission Source	**VOC**	**NO_x**	**CO**	**SO_x**	**PM_{10}**	**$PM_{2.5}$**
	Pounds per day					
Area	3.90	9.04	54.42	0.05	0.39	0.39
Energy	0.11	1.84	0.77	0.01	0.15	0.15
Mobile	−4.56	−4.92	−27.62	−0.02	4.87	1.18
Total	**−0.55**	**5.95**	**27.57**	**0.05**	**5.41**	**1.73**
SCAQMD Operational Threshold (Appendix A)	*55*	*55*	*550*	*150*	*150*	*55*
Threshold Exceeded?	**No**	**No**	**No**	**No**	**No**	**No**
Combined Construction and Operational Emissions (Worst-Case)						
Construction Emissions (Table 3)	21.22	41.44	29.88	0.17	9.73	3.85
Operational Emissions (above)	−0.55	5.95	27.57	0.05	5.41	1.73
Combined Construction and Operation Emissions	**20.67**	**47.39**	**57.45**	**0.22**	**15.14**	**5.58**
SCAQMD Operational Threshold (Appendix A)	*55*	*55*	*550*	*150*	*150*	*55*
Threshold Exceeded?	**No**	**No**	**No**	**No**	**No**	**No**

Notes: VOC = volatile organic compound; NO_x = oxides of nitrogen; CO = carbon monoxide; SO_x = sulfur oxides; PM_{10} = coarse particulate matter; $PM_{2.5}$ = fine particulate matter; SCAQMD = South Coast Air Quality Management District; <0.01 = reported value less than 0.01.
The values shown are the maximum summer or winter daily emissions results from CalEEMod.
See Appendix A for complete results.

[1] Emissions were calculated by subtracting the proposed Downtown West PUD's emissions by the existing scenario emissions. The existing scenario is 5 dwelling units and 56,171 square feet of commercial space.

As shown in Table 4, maximum daily operational emissions from full buildout of the Downtown West PUD would not exceed the SCAQMD daily significance thresholds for all criteria air pollutants during operations. In addition, the combined construction and operational emissions would not exceed the SCAQMD's operational emissions threshold for all criteria pollutants. Therefore,

impacts regarding cumulatively considerable net increases of any criteria pollutant for which the project region is non-attainment would be less than significant.

Cumulative localized impacts would potentially occur if construction associated with the development future development facilitated by the Downtown West PUD were to occur concurrently with another construction project or with another off-site, unrelated project. In addition to the speculative nature of the Downtown West PUD implementation, construction schedules for potential future projects unrelated to the Downtown West PUD are currently unknown; therefore, potential construction impacts associated with two or more simultaneous projects would be considered speculative. Criteria air pollutant emissions associated with construction activity of future projects would be reduced through implementation of control measures required by the SCAQMD, as applicable.

The Downtown West PUD would not result in a cumulatively considerable increase in emissions of nonattainment pollutants, and impacts would be less than significant during construction and operation.

Health Effects of Criteria Air Pollutants

Construction and operation of the project would generate criteria air pollutant emissions; however, estimated construction and operational emissions would not exceed the SCAQMD mass-emission daily thresholds as shown in Tables 3 and 4, respectively.

Because construction and operation of the project would not result in ozone precursor emissions (i.e., VOCs or NO_X) that would exceed the SCAQMD thresholds, as shown in Tables 3 and 4, the project is not anticipated to substantially contribute to regional ozone concentrations and their associated health impacts.

As described in threshold (c), below, CO hotspots were determined to be a less-than-significant impact. Thus, the project's CO emissions would not contribute to the health effects associated with this pollutant.

As with ozone and NO_X, and as shown in Tables 3 and 4, the project would not generate emissions of PM_{10} or $PM_{2.5}$ that would exceed the SCAQMD's thresholds. Accordingly, the project's PM_{10} and $PM_{2.5}$ emissions are not expected to cause an increase in related health effects for this pollutant.

In summary, the Downtown West PUD would not result in any potentially significant contribution to local or regional concentrations of nonattainment pollutants and would not result in a significant contribution to the adverse health impacts associated with those pollutants. Impacts would be less than significant.

c) Would the project expose sensitive receptors to substantial pollutant concentrations?

Less-than-Significant Impact. The project would not expose sensitive receptors to substantial pollutant concentrations, as evaluated below.

Sensitive Receptors

Sensitive receptors are those individuals more susceptible to the effects of air pollution than the population at large. People most likely to be affected by air pollution include children, the elderly, and people with cardiovascular and chronic respiratory diseases. According to SCAQMD, sensitive receptors include residences, schools, playgrounds, childcare centers, long-term healthcare facilities, rehabilitation centers, convalescent centers, and retirement homes (SCAQMD 1993). The nearest sensitive-receptor land use are residences located approximately 50 feet south and west of the Downtown West PUD site boundary.

Localized Significance Thresholds

The SCAQMD recommends a localized significance threshold analysis to evaluate localized air quality impacts to sensitive receptors in the immediate vicinity of the project as a result of project activities. The impacts were analyzed using methods consistent with those in the SCAQMD's Final Localized Significance Threshold Methodology (SCAQMD 2009). The project is located within Source-Receptor Area 33 (Southwest San Bernardino Valley). The maximum daily on-site emissions generated by construction of the project in each construction year are presented in Table 5 and compared to the SCAQMD localized significance criteria for Source-Receptor Area 33 to determine whether project-generated on-site emissions would result in potential localized significance threshold impacts.

Table 5. Construction Localized Significance Thresholds Analysis

	NO_2	CO	PM_{10}	$PM_{2.5}$
	Pounds per Day (On Site)			
Maximum	*18.87*	*18.56*	*3.82*	*1.96*
SCAQMD LST Criteria[a]	*118*	*863*	*5*	*4*
Threshold Exceeded?	**No**	**No**	**No**	**No**

Source: SCAQMD 2009; Appendix A.
Notes: NO_2 = nitrogen dioxide; CO = carbon monoxide; PM_{10} = particulate matter with a diameter less than or equal to 10 microns (coarse particulate matter); $PM_{2.5}$ = particulate matter with a diameter less than or equal to 2.5 microns (fine particulate matter); SCAQMD = South Coast Air Quality Management District; LST = localized significance threshold. Represents maximum emissions from summer and winter.

[a] LST are shown for a 1-acre disturbed area corresponding to a distance to a sensitive receptor of 25 meters in Source-Receptor Area 33 (southwest San Bernardino Valley).

As shown in Table 5, proposed construction activities would not generate emissions more than site-specific localized significance thresholds for NO_x, CO, PM_{10}, and $PM_{2.5}$. Thus, impacts would be less than significant.

Carbon Monoxide Hotspots

Traffic-congested roadways and intersections have the potential to generate localized high levels of CO. As discussed in the transportation memo (Appendix C to this MND), the proposed project is forecast to generate 13 AM peak hour trips and 16 PM peak hour trips (passenger car equivalent–adjusted).

Accordingly, CO concentrations at congested intersections would not exceed the 1-hour or 8-hour CO CAAQS unless projected daily traffic would be at least over 100,000 vehicles per day.

Because the Downtown West PUD is not anticipated to increase daily traffic volumes at any study intersection to more than 100,000 vehicles per day, a CO hotspot is not anticipated to occur.

Based on these considerations, the Downtown West PUD would not generate traffic that would contribute to potential adverse traffic impacts that may result in the formation of CO hotspots. This conclusion is supported by the analysis in the Transportation section, which demonstrates that traffic impacts would be less than significant. In addition, due to continued improvement in vehicular emissions at a rate faster than the rate of vehicle growth and/or congestion, the potential for CO hotspots in the South Coast Air Basin is steadily decreasing. Based on these considerations, the project would result in a less-than-significant impact to air quality with regard to potential CO hotspots.

Toxic Air Contaminants

TACs are defined as substances that may cause or contribute to an increase in deaths or in serious illness or that may pose a present or potential hazard to human health. The greatest potential for TAC emissions during construction would be diesel particulate matter (DPM) emissions from heavy equipment operations and use of heavy-duty trucks.

The following measures are required by state law to reduce DPM emissions:

- Fleet owners of mobile construction equipment are subject to the CARB Regulation for In-use Off-road Diesel Vehicles (13 CCR 2449), the purpose of which is to reduce DPM and criteria pollutant emissions from in-use (existing) off-road diesel-fueled vehicles.
- All commercial diesel vehicles are subject to Title 13, Section 2485 of the California Code of Regulations, limiting engine idling time. Idling of heavy-duty diesel construction equipment and trucks during loading and unloading shall be limited to 5 minutes; electric auxiliary power units should be used whenever possible.

Exhaust PM_{10} is typically used as a surrogate for DPM. As shown in Table 5, which presents total PM_{10} from fugitive dust and exhaust, project-generated construction PM_{10} emissions are anticipated to be minimal and well below the SCAQMD threshold. Furthermore, the nearest sensitive receptors are located upwind of the PUD project area, as shown by the most recent Ontario Airport meteorological station data from 2012–2016 (SCAQMD 2023). Due to the meteorological data and minimal DPM emissions on site, TACs generated during construction would not be expected to result in concentrations causing significant health risks.

No residual TAC emissions and corresponding cancer health risks are anticipated after construction, and no long-term sources of TAC emissions are anticipated during operation of the project. As such, the Downtown West PUD would not result in substantial TAC exposure to sensitive receptors in the vicinity of the proposed Downtown West PUD, and impacts would be less than significant.

d) Would the project result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

Less-than-Significant Impact. While the Downtown West PUD consists of a policy document that does not propose and direct development, the land use changes proposed as part of the Downtown West PUD would allow for greater densities than are currently allowed within the PUD project area, and the Downtown West PUD would result in indirect impacts. Development allowed

for by the Downtown West PUD would generate odors from vehicles and/or equipment exhaust emissions. As these odors would be short-term (e.g., only emitted during a future development project's demolition/construction phase), intermittent, limited to on-site or site-adjacent areas, and typically emitted in an outdoor setting subject to wind and other dissipating elements, such odors would disperse rapidly and would generally occur at magnitudes that would not affect substantial numbers of people. Therefore, impacts associated with odors during construction of the Downtown West PUD would be less than significant.

While the Downtown West PUD identifies the general locations (e.g., zones) where future development is likely to occur, and can make certain assumptions based on the permitted use types, the precise nature (e.g., the particular tenant[s]) and site-specific location(s) of future development projects implemented under the Downtown West PUD have not yet been identified. Therefore, odor sources associated with Downtown West PUD buildout and their potential to cause a specific impact to nearby sensitive receptors also cannot be completely identified. However, land uses and operations associated with odor complaints include agricultural uses, wastewater treatment plants, food-processing plants, chemical plants, composting operations, refineries, landfills, dairies, and fiberglass molding facilities (SCAQMD 1993). The project would not include these land uses. However, any development within the PUD project area would be required to comply with SCAQMD Rule 402, Nuisance, which prohibits the discharge of air pollutants from a facility that cause injury, detriment, nuisance, or annoyance to the public or damage to business or property. Further, new development and/or redevelopment projects in the PUD project area requiring a Conditional Use Permit—including new commercial and vehicle-related uses within 500 feet of a sensitive use—would be required to comply with applicable Zoning Code measures related to odor abatement. Therefore, the Downtown West PUD would not result in new or more substantial odor emissions that could adversely affect a substantial number of people, and impacts would be less than significant.

Biological Resources

a) Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

Less-than-Significant Impact. The PUD project area consists of developed land, with few vacant parcels. The surrounding areas are also developed with urban uses. The PUD project area is in proximity to known sensitive species locations including Crotch's bumble bees, pallid bats, California glossy snakes, and various sensitive bird species, as shown in Figure 5.4-1 in the TOP Supplemental EIR (City of Ontario 2022a). Development facilitated by the proposed Downtown West PUD would be located on currently developed land with a mix of commercial uses, vacant land, and residential units. Vacant land in the City may contain habitat; however, because much of it is barren ground and does not support vegetation, and because many areas of vacant land are small, surrounded by developed urban uses, and isolated from other vacant land, the habitat value is low. Because there is very little native habitat remaining in the City and the PUD project area would be located on developed, urban land, impacts to special-status species would be less than significant.

b) Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

No Impact. The PUD project area is not located on or near any riparian areas (USFWS 2023). The PUD project area is developed, urban land that does not support riparian habitat or other sensitive native habitat. Therefore, there no impacts would occur.

c) Would the project have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

No Impact. The PUD project area is not located on or near any wetlands (USFWS 2023). Therefore, no impacts to federally protected wetlands would occur.

d) Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

No Impact. The PUD project area is developed and paved and is located within a large urban area. No water features are located on or near the site. Therefore, the site would not interfere with the movement of any native resident or migratory fish or wildlife species, or with migratory wildlife corridors or wildlife nursery sites. No impacts would occur.

e) Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

Less-than-Significant Impact. Section 6.05.020 of the Ontario Development Code, Tree Protection Policy and Protection Measures, contains policies and measures to preserve, protect, and maintain established and healthy heritage trees within the City. The Tree Inventory and Preservation Plan requires proposed development that contains an existing Heritage Tree to submit of a Tree Inventory and Preservation Plan prepared by a licensed landscape architect, horticulturalist, certified arborist, or other related professional (City of Ontario 2022a).

The City of Ontario Landscape Development Standards contains tree protection notes, such as establishing a Tree Protection Zone around existing trees during construction. Preliminary Landscape Plans shall include a tree report provided by a qualified landscape architect or certified arborist for trees on site proposed to be removed. Replacement trees shall be 60-inch-box trees or as approved. Two new trees shall be replaced for each removed (City of Ontario 2015b). Development under the Downtown West PUD would be required to comply with local polices or ordinances protecting biological resources and impacts would be less than significant.

f) Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

No Impact. The PUD project area consists of developed land with few vacant parcels. As described above, many areas of vacant land are small, surrounded by developed urban uses,

and isolated from other vacant land; therefore, the habitat value is low. Policy ER-5.1 in the General Plan describes the protection of biological resources through the establishment, restoration, and conservation of high-quality habitat areas. The PUD project area is located on land designated as Mixed Use and High Density Residential (City of Ontario 2023a). Therefore, the PUD project area does not contain areas for habitat conservation. The PUD project area would be located on developed, urban land that would not conflict with an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan. No impact would occur.

Cultural Resources

a) Would the project cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?

Less-than-Significant Impact with Mitigation Incorporated. The PUD project area is in an area of the City that has several known and potential historical resources. The State of California awarded a grant to fund a citywide survey between 1983 and 1984 to identify potentially historic resources located within the City. Between 1986 and 1987, the City continued the survey efforts, which resulted in documentation and evaluation of the historic significance of nearly 3,000 properties and the creation of the City's Historic Resource Inventory, in which 835 properties were formally listed. In 1991, the City retained Architectural Resources Group to further analyze historic properties located within Downtown, a former redevelopment area, and recommend an improvement strategy to revitalize the area, which led to the creation and City Council adoption of the Downtown Design Guidelines. An additional intensive level Downtown survey was conducted in 2003 that updated information on buildings and identified four potential historic districts. The City currently has 100 designated local landmarks, 14 of which are located Downtown; 8 designated historic districts; 5 historic properties listed on the National Register of Historic Places; and nearly 1,500 historic resources on the City's Historic Resource Inventory that have been determined to be eligible, nominated, or designated for landmark or historic district listing.

The Downtown West PUD considers the historic context-sensitivity of Downtown and requires projects to implement the Secretary of Interior Standards (federal preservation standards), the Ontario Development Code (Historic Preservation Ordinance), Downtown Design Guidelines, and best practices for managing development and growth on private property and within the public realm. It also encourages adaptive reuse of buildings and preservation of the potential downtown historic district. Additionally, the Downtown West PUD requires issuance of a Certificate of Appropriateness pursuant to City's Development Code (Chapter 4, Permits, Actions, and Decisions) for all exterior alterations to existing buildings and new construction on vacant or redeveloped sites that are located within the PUD boundary area to lessen or avoid impacts to historic resources. Projects that meet the PUD requirements and the Development Code will be in compliance with the Secretary of Interior Standards, thereby avoiding adverse impacts to historic resources.

The purpose of the Downtown West PUD is to approve the PUD document, which sets forth development standards, design guidelines, and regulations for future development of an eight-and-a-half block area located Downtown. The Downtown West PUD in itself will not result in a direct physical impact on historic resources. However, implementation of the Downtown West PUD land use plan may result in development project impacts to known, potential, or future historic

resources if activities propose inappropriate alterations to historical resources including, but not limited to, demolition (in whole or in part), rehabilitation, or new infill construction. Figure 4, PUD Project Area Historic Resources, identifies parcels with known historical resources, buildings over the age of 45 years that have not been evaluated for historic significance, and newer buildings that have not yet reached 45 years of age.

Chapter 4 of the Development Code contains significance criteria and procedures for the designation of historic resources such as Historic Landmarks, Historic Districts, Architectural Conservation Areas, and Automatic Designations; however, not all properties within the PUD boundary have been assessed and evaluated for historic significance.

As previously stated, all plans and development projects require issuance of a Certificate of Appropriateness. Upon acceptance of the application or request, planning staff or the Historic Preservation Subcommittee will evaluate the property for historic significance and eligibility for listing on the National Register of Historic Places, the California Register of Historic Resources, or the City's Historic Resource Inventory. The review may also include the preparation of a historic resource survey, at the intensive level, pursuant to the standards set forth by the California Office of Historic Preservation. The proposed plan or project will then be evaluated for compliance with the Downtown West PUD and require findings to lessen or avoid potential impacts to historic resources (the property or proposed downtown historic district) and make findings pursuant to Chapter 4. Plans or development projects that propose alterations or demolition that threatened the integrity of the historic resource shall require historic resource tiering prior to approval of the Certificate of Appropriateness.

To provide a greater level of certainty regarding the City's preservation goals, the Development Code includes a tier system with standard criteria and procedures for evaluating the significance of historic or potentially historic resources that are 45 years old and are threatened by major modifications or demolition.

The Development Code establishes criteria for Tier I, Tier II, and Tier III properties, with Tier I and II being of the highest value. The tier system identifies resources that have the highest preservation value in terms of their architectural and/or historical contribution to the City and the method to evaluate the significance of their loss in the case of major modification or demolition. The tier system also includes minimum mitigation measures and a mitigation fee structure for Tier III. Tier I consists of properties that should not be demolished or significantly altered under any circumstances, regardless of their designation status. Tier II consists of properties where demolition of these properties should be avoided. Given this strong policy of the City and the programmatic nature of the Downtown West PUD and this MND, it is not reasonably foreseeable at this time that any projects would be proposed and approved by the City that would require the full demolition of Tier I or Tier II resources or that would not be in compliance with the Downtown West PUD. Thus, on a programmatic level, implementation of the PUD would not result in significant impacts to Tier II or Tier I historic resources. Tier III consists of all properties that are Designated Historic Landmarks, are contributing structures in Designated Historic Districts, or are Eligible Historical Resources, as defined by the Development Code. Demolition of these properties should be avoided where possible, but may be appropriate under certain circumstances. If demolition occurs, the City requires historic resources to be documented and historic features to be salvaged and requires a

demolition mitigation fee. Therefore, the Development Code does not provide a high level of protection for Tier III resources.

As a result, on January 27, 2010, TOP 2050, File No. PGPA06-001, for which an EIR (State Clearinghouse No. 2008101140) was adopted by City Council, determined that demolition of Tier III historic resources would result in significant and unavoidable impacts that cannot be fully mitigated to a level of less than significant, despite the imposition of all feasible mitigation measures identified in the TOP EIR, for which a Statement of Overriding Consideration was documented. The mitigation measures for historic resources are included as MM-CUL-1, MM-CUL-2, and MM-CUL-3 below.

Map ID- See Figure 4	Associated Address	Parcel Number	Current Use/ Description	Year Built	Historic Status Code (Local/CA)
1	437 N. Euclid Ave.	104835403	Unicare Community Health Center	1967	NS
2	429 N. Euclid Ave.	104835404	Immigration Attorney	c.1948 (NETR)	NS
3	427 N. Euclid Ave.	104835405	Aktiva Nutrition	1946	E/5S3
4	425 N. Euclid Ave.	104835406	Downtown Ontario Improvement Association	1948	E/5S3
5	421 N. Euclid Ave.	104835407	Work Boot Warehouse	c. 1930	E/5S3
6	417 and 419 N. Euclid Ave.	104835408, -09	Optometrist	c. 1950	E/5D1
7	413 and 415 N. Euclid Ave.	104835410	Rogers Flower Shop and Barber Shop	c. 1930	NS
8	401 N. Euclid Ave.	104835411	Gloria's Cocina Mexicana	1937	OL/5D1
9	120 W. D St.	104835412	Paved Parking	—	—
10	123 W. E St. and 420 N. Laurel Ave.	104835401,-02, 104835413	Unicare Community Health Center, Parking	c. 1960	NS

Map ID- See Figure 4	Associated Address	Parcel Number	Current Use/ Description	Year Built	Historic Status Code (Local/CA)
11	201 W. E St. 425 N. Laurel Av. 421 N. Laurel Av.	104835304/5/6	Paved Parking	—	—
12	221 W. E St.	104835314	Paved Parking	—	—
13	206 W. D St.	104835313	Paved Parking	—	—
14	210-220 W. D St.	104835309	Multiple-family residential	1946	E/5S3
15	322 W. D St.	104834403	St. George School Playground	Shared property with Church (c.1920)	—
16	331 and 333 N. Euclid Av.	104856604	U.S. Bank Branch	1965	E/5S3
17	317 N. Euclid	104856605	Treasure Banquet Hall	1950	E/5S3
18	311, 313, 315 N. Euclid Ave.	104856606	Cancha Verde/ Strum Brewing	c. 1931	E/5D1
19	108 W. C St.. 301/303 N. Euclid	104856607	Emmon's Building/Granada Theater	1926	OL-T1/5S3/5D1
20	114 W. C St.	104856609	Paved Parking	—	—
21	126 W. C St.	104856610	Paved Parking	—	—
22	112 W. C St.	104856608	Paved Parking	—	—
23	115 W. D St.	104856603	Paved Parking	—	—
24	(123 W. D St) 121 W. D St.	104856602	Associated Telephone Company Building	1936	Nom-T2/ 5S2

Map ID- See Figure 4	Associated Address	Parcel Number	Current Use/ Description	Year Built	Historic Status Code (Local/CA)
25	123 W. D St.	104856601	Paved Parking	—	—
26	324 N. Laurel Ave.	104856611	Paved undeveloped lot	—	—
27	211 W. D St./ 207 W. D St.	104856113	Frontier Communications	c.1959 (NETR)	NS
28	303-305 and 311-315 N. Laurel Av.	104856107	Multiple-family residential	c. 1920	E/5S3
29	210- 212 W. C St.	104856108	Dental Kidz Club	1954	R/6XM
30	218 W. C St.	104856109	Single Family residence	1908	E/5S3
31	220 W. C St.	104856110	Vacant land	—	—
32	312 N. Palm Av.	104856112	Single Family residence and commercial building	1920	E/5S3
33	228 W. C St.	104856111	Superior Justice Law Group	1955	NS
34	245 N. Euclid Av.	104856503	Valley Dept Store	1950	E/5S3
35	233 N. Euclid Av. 223 N. Euclid Av. 235 N Euclid Av.	104856504	The Golden Web Boutique store	1916	OL/5D1
36	231 N. Euclid Av.	104856505	Unique Café	1904	OL/5D1
37	219 N. Euclid Av.	104856506	Herradura De Oro	1948	E/5S3
38	215 N. Euclid Av.	104856507	Newsboy books	1946	E/5S3

Map ID- See Figure 4	Associated Address	Parcel Number	Current Use/ Description	Year Built	Historic Status Code (Local/CA)
39	211 N. Euclid Av.	104856508	Euclid Family Dentistry	c.1925	E/5S3
40	207 N. Euclid Av.	104856509	Vacant Commercial Building	1910	OL/5S1/5D3
41	106 W. B St. 203 N. Euclid Av	104856510	Furniture Dreams (Residential on second floor)	1908	OL/5S1/5D3
42	236 N. Laurel Av.	104856501	Paved Parking	—	—
43	N/A	104856513, 104856514	Paved Parking	—	—
44	126 W. B St.	104856512	Beautiful Smiles Ontario	c. 1930	E/5S3/5D1
45	108 W. C St. 115 W St.	104856502	Bank Building (Vacant)	1936	E-T3/5S3
46	120 W. B St. 112 W. B St.	104856511	Nightmare on B Street/ Dance Studio/ Odd fellows - Eligible (Aria Kabob, Electric Beauty Salon - Historic LL)	1922	OL/5S1/5D3
47	223, 225, 229, 235 N. Laurel Ave.	104856202	Centro Legal De Accidentes & Cedar Pointe Chiropractic	1947	E/5D1
48	206,208,210, 214,216,218, 220 W. B St./ 205, 207,209,211,213,215 N Laurel Ave	104856203	Multiple shops including barber, Fitness, beauty,	1947	E/5S3
49	222 W. B St.	104856207	Ministerio Pan de Vida (Religious Institution)	1945	R/6XM
50	212, 214, 216, 218 N. Palm Av.	104856206	Small shops (Tax services and fitness)	1957	S
51	215 W. C St.	104856201	Great Commission Church International (Christian Church)	1948 (additions 1955,1959,1966)	E/5S3

Map ID- See Figure 4	Associated Address	Parcel Number	Current Use/ Description	Year Built	Historic Status Code (Local/CA)
52	137, 139, 143, 141 N. Euclid Ave. and 105 W. B St.	104856403	Gemmel Pharmacy	1889	N/5S3/5D1
53	129 and133 N. Euclid Ave.	104856404	DolEx Financial Services	c. 1907	E/5S3
54	125 N. Euclid Ave.	104856405	Bravo's Store	1910	E/5S3
55	121 and 123 N. Euclid Ave.	104856406	Demolished- vacant	1894	OL/Demolished in 2001
56	105, 109, 111, 115, 117 N. Euclid Av.	104856407	Verizon, Bally Spa, Night club, Motorcycle run	1889	OL/5S1/5D3
57	104,108, 110 & 112 W. Holt Blvd.	104856410	Botanica, Sabor Honduren, Beauty and Barber	1895	OL-T2/5S1/5D3
58	105 N. Euclid Ave.	104856408	Xolos Birria	1888	OL/5S1/5D3
59	101 N. Euclid Ave.	104856409	T Mobile	1895	OL-T2/5S1/5D3
60	121, 123, 125,127 W. B St	104856401	B St. Professional Bldg.; Document Preparation Services Inc., Logan's Candies, Isaprint,	c. 1930	E/5D1
61	N/A	104856414	Paved Parking	—	—
62	115 W. B St. 117 & 119 W. B St.	104856402	Income Tax office and residential upper floor	1922	OL/5S3/5D1
63	114, 116, 118 W. Holt Blvd	104856411	Pirate staffing, Ontario Boxing Club	c. 1915	E-T3/ 5D1
64	108 N. Laurel Ave./ 120, 122, 124, 126 W. Holt Blvd.	104856412 and 1048564 13	Jobs, Insurance, Pawnshop, paved parking	C 1910 (addition c. 1950)	E-T3/ 5D1
65	203 W. B St./ 123, 127, 129 N. Laurel Ave	104856313	Body X Beauty, Pet grooming, Spa, Karate	1922 (retail commercial addition c. 1940)	E/5S3

Map ID- See Figure 4	Associated Address	Parcel Number	Current Use/ Description	Year Built	Historic Status Code (Local/CA)
66	207 W. B St.	104856312	Iglesia Fuente and paved parking	1949	E/5S3
67	211, 213, 215, 217 W. B St.	104856303	Majestic Trophy, Boxing Club, Mary Kay, office	1953	E/5S3
68	N/A	104856302	Paved Parking	—	—
69	225-227-229 W. B St. and 128-130 N Palm Ave.	104856301	Evc Insurance & Services and the Vault Barbershop and Home	c. 1915 (commercial additions c. 1950)	E/5S3
70	120 N. Palm Ave.	104856311	House	c. 1915	E/5S3
71	220 W. Holt Blvd.	104856310 and 104856309	Fiesta Motors (Parking Lot)	—	Rem/6W
72	210, 212, 214, 216, 218 W. Holt Blvd.	104856308	Eagles Aere and Sams Liquor	1920	E-T3/ 5D1
73	202 W. Holt Blvd.	104856307	Flores Barber Shop, Singular Insurance Services	2004	—
74	N/A	104856306	Paved Parking	—	—
75	315 W. D St.	104857601	Paved Parking	—	—
76	325 N. Palm Ave	104857602	Paved Parking	—	—

Local Key: NS- Not Surveyed, E- Eligible, N- Nominated, OL- Ontario Landmark, T1- Tier 1, T2- Tier 2, T3- Tier 3, REM- removed from inventory, S- Surveyed. CA status codes are available at ohp.parks.ca

Mitigation Measures:

MM-CUL-1. Issuance of a Certificate of Appropriateness pursuant to City's Development Code (Chapter 4, Permits, Actions, and Decisions) is required for all exterior alterations to existing buildings, and new construction on vacant or redeveloped sites that are located within the PUD boundary area prior to plan or development project approval.

MM-CUL-2. Historic or potentially historic resources located within the PUD boundary shall be evaluated for historic significance through the City's tier system prior to the issuance of plan or development approvals.

MM-CUL-3.

A. Partial Demolition of Tier I, II, or III Historic Resources that do not result in loss of character defining features or cause adverse impacts to the integrity of the historic resource shall be documented pursuant to the Historic American Building Survey (HABS) standards to include photographs and cataloging of the exterior and interior of the resource prior to issuance of a building permit.

B. As established in the TOP SEIR 2050, mitigation measures for demolition (full or in part) of Tier III Historic Resources shall include the following:

1) Each historic resource shall be fully documented and cataloged pursuant to Historic American Building Survey/Historic American Engineering Record (HABS/HAER) standards, to provide a record of the resource, including, but not limited to: [i] the preparation of site plans, floor plans, exterior and interior elevations, and detail drawings of character defining features (such as moldings, stairs, etc.); and [ii] photographs of the resource, including the exterior, interior, and interior and exterior character defining features (such as moldings, light fixtures, trim patterns, etc.).

2) A mitigation fee established pursuant to Section 7.01.030 (Historic Preservation Mitigation Fee) shall be paid to the City prior to the issuance of a demolition permit for Tier III historic resources.

3) A Certificate of Appropriateness shall not be issued for the demolition of an historic resource, either in whole or in part, until such time that a demolition permit application and a replacement structure has been approved by the City, and appropriate permits have been issued for its construction, a deferral of the replacement structure requirement is granted pursuant to Subsection G (Replacement Structure Deferral) of Section 4.02.050; or [iii] demolition is required pursuant to Section 7.01.050 (Unsafe or Dangerous Conditions) of this Development Code.

4) In an effort to preserve features and artifacts from historic resources, a determination whether items within or on the resource should be salvaged must be made by the Planning Department and may include the local historical society prior to the issuance of the demolition permit. The

applicant shall be responsible for the removal, relocation, storage, and donation of such items selected for salvaging. The applicant shall provide an inventory of salvaged items to the Planning Department, and shall include a list of each item name, description, and dimension (as necessary), and the location of each item on a floor plan.

C. Full Demolition or partial demolition which results in loss or adverse impacts to character defining features of a Tier I or Tier II Historic Resource shall require preparation of and EIR or Focus EIR.

Implementation of MM-CUL1, MM-CUL-2, and MM-CUL-3 would reduce potentially significant impacts to cultural resources (historic era-built environment) to a less-than-significant level.

b) Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?

Less-than-Significant. The PUD project area consists of developed land with few vacant parcels. Implementation of the Downtown West PUD could allow development, including grading, that requires more intensive soil exaction than in the past, which could cause the disturbance of archeological resources. However, the potential to encounter subsurface intact deposits within native soils to the depths of proposed ground disturbance within the PUD project area is considered low. In an abundance of caution, Standard Conditions of Approval (City Council Resolution No. 2010-021) are required for development plan approval, which would address unanticipated archaeological resource discovery during construction by enacting the following (City of Ontario 2010):

> If any archeological or paleontological resources are found during project grading/excavation/construction, the area shall not be disturbed until the significance of the resource is determined. If determined to be significant, the resource shall be recovered by a qualified archeologist or paleontologist consistent with current standards and guidelines, or other appropriate measures implemented.

c) Would the project disturb any human remains, including those interred outside of dedicated cemeteries?

Less-than-Significant Impact. There are known Native American gravesites and cemeteries in the City, including Bellevue Memorial Park on the north side of G Street, between Benson Avenue and Mountain Avenue (City of Ontario 2022a). These sites are not located in the PUD project area; therefore, there are no known human remains located in the PUD project area. Should human remains be unexpectedly encountered during ground-disturbing activities, they shall be treated consistent with applicable law including, without limitation, California Health and Safety Code Section 7050.5, PRC Section 5097.98, and CEQA Guidelines Section 15064.5(e). In accordance with Section 7050.5 of the California Health and Safety Code, if human remains are found, the county coroner shall be immediately notified of the discovery. No further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains can occur until the county coroner has determined the appropriate treatment and disposition of the human remains. If the county coroner determines that the remains are, or are believed to be,

Native American, the county coroner shall follow all required protocols according to PRC Section 5097.98. Compliance with these regulations would ensure that impacts to human remains resulting from the Downtown West PUD would be less than significant.

Energy

This section is based on technical analysis conducted by Dudek and attached to this MND as Appendix A. See Appendix A for complete results.

a) Would the project result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

Less-than-Significant Impact. The electricity and natural gas used for construction of the proposed Downtown West PUD would be temporary, would be substantially less than that required for project operation, and would have a negligible contribution to the project's overall energy consumption. Although the Downtown West PUD would see an increase in petroleum use during construction and operation, vehicles would use less petroleum due to advances in fuel economy and potential reduction in vehicle miles traveled (VMT) over time.

Natural gas and electricity usage would increase due to the implementation of the Downtown West PUD; however, the Downtown West PUD would be subject to the State Building Energy Efficiency Standards. Therefore, impacts to energy resources during operation would be less than significant.

Over the lifetime of the Downtown West PUD, the fuel efficiency of the vehicles being used by the residents and employees of the Downtown West PUD is expected to increase. As such, gasoline consumption would initially increase due to the implementation of the Downtown West PUD; however, the amount of gasoline consumed as a result of vehicular trips to and from the PUD project area during operation would decrease over time. There are numerous regulations in place that require and encourage increased fuel efficiency. For example, CARB has adopted a new approach to passenger vehicles by combining the control of smog-causing pollutants and greenhouse gas (GHG) emissions into a single coordinated package of standards. The new approach also includes efforts to support and accelerate the number of plug-in hybrids and zero-emission vehicles in California (CARB 2017). Additionally, in response to Senate Bill (SB) 375, CARB has adopted the goal of reducing per-capita GHG emissions from 2005 levels by 8% by the year 2020 and 13% by the year 2035 for light-duty passenger vehicles in the SCAG planning area. This reduction would occur by reducing VMT through the integration of land use planning and transportation. As such, operation of the Downtown West PUD is expected to use decreasing amounts of petroleum over time, due to advances in fuel economy.

The Downtown West PUD would create additional electricity and natural gas demand by adding 581 dwelling units, 37,886 square feet of commercial space, and 1,220 provisional parking spaces. New facilities associated with the proposed Downtown West PUD would be subject to the State Building Energy Efficiency Standards, embodied in Title 24 of the California Code of Regulations. The efficiency standards apply to new construction of non-residential buildings and regulate energy consumed for heating, cooling, ventilation, water heating, and lighting. The Downtown West PUD will meet applicable Title 24 requirements. Other renewable energy systems including wind turbine generation, geothermal generation, energy storage, and other renewable energy generation features are not considered technically or economically feasible and/or demonstrated for a similar

project. Additionally, site constraints include limited land availability and incompatibility with land use for large scale power generation facilities, as well as unknown interconnection feasibility and compatibility with utility provider systems. For these reasons, other on-site renewable energy systems are not considered feasible for the proposed Downtown West PUD.

In summary, implementation of the Downtown West PUD would increase the demand for electricity and natural gas at the PUD project area and petroleum consumption in the region during construction and decrease petroleum consumption during operation. As the Downtown West PUD would be consistent with current regulations and policies, the Downtown West PUD would not be wasteful or inefficient and would not result in unnecessary energy resource consumption. The project's energy consumption demands during construction and operation would conform to the state's Title 24 standards such that the Downtown West PUD would not be expected to wastefully use gas and electricity. Since the proposed Downtown West PUD would comply with Title 24 conservation standards, the proposed Downtown West PUD would not directly require the construction of new energy generation or supply facilities or result in wasteful, inefficient, or unnecessary consumption of energy. Moreover, vehicle usage associated with the Downtown West PUD would use less petroleum due to advances in fuel economy and potential reduction in VMT over time. Therefore, impacts would be less than significant.

b) Would the project conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

Less-than-Significant Impact. The Downtown West PUD would be subject to and would comply with, at a minimum, the California Building Energy Efficiency Standards (24 CCR Part 6). Part 6 of Title 24 of the California Code of Regulations and all applicable rules and regulations would reduce energy demand and increase energy efficiency related to future residential development facilitated by the Downtown West PUD. Part 6 of Title 24 of the California Code of Regulations establishes energy efficiency standards for residential and non-residential buildings constructed in California to reduce energy demand and consumption. Part 6 is updated periodically (every 3 years) to incorporate and consider new energy efficiency technologies and methodologies.

Title 24 also includes Part 11, the California Green Building Standards, also known as CALGreen, which sets forth voluntary and mandatory energy measures that are applicable to the Downtown West PUD under. CALGreen institutes mandatory minimum environmental performance standards for all ground-up, new construction of commercial, low-rise residential, high-rise residential, state-owned buildings, schools, and hospitals, as well as certain residential and non-residential additions and alterations. On this basis, the Downtown West PUD would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency. Therefore, impacts would be less than significant.

Various existing local plans would reduce energy use including SCAG's 2024–2050 Regional Transportation Plan/Sustainable Communities Strategy and CARB's Scoping Plan. Furthermore, approval of the Downtown West PUD itself, as a policy document update, would not change these regulations and would not provide any goals, policies, or programs that would conflict with or obstruct a state or local plan for renewable energy or energy efficiency. Therefore, impacts would be less than significant.

Geology and Soils

a) Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:

i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.

and

ii) Strong seismic ground shaking?

Less-than-Significant Impact. The City is not within any Alquist-Priolo Earthquake Fault Zone. The southern section of the San Andreas Fault, located approximately 14 to 22 miles from the City, is estimated to be capable of generating the greatest magnitude earthquake (City of Ontario 2022a). However, development facilitated by the Downtown West PUD would be required to comply with seismic safety provisions of the California Building Code (CBC) (Title 24, Part 2 of the California Code of Regulations). Compliance with the CBC would reduce hazards from seismic ground shaking to less than significant.

iii) Seismic-related ground failure, including liquefaction?

Less-than-Significant Impact. Groundwater levels throughout the City are greater than 50 feet below ground surface (City of Ontario 2022a). Additionally, development facilitated by the Downtown West PUD would be required to meet the most current seismic safety requirements in the CBC. Therefore, the Downtown West PUD would have a less-than-significant impact on seismic-related ground failure, including liquefaction.

iv) Landslides?

No Impact. Landslides typically occur on moderate to steep slopes that are affected by physical factors such as slope height, slope steepness, shear strength, and orientation of weak layers in the underlying geologic units. The PUD project area and surroundings area are generally flat with soils stabilized by development and landscaping. The Downtown West PUD would not result in the creation of moderate to steep slopes that may become susceptible to landslides. As such, no impact would occur.

b) Would the project result in substantial soil erosion or the loss of topsoil?

Less-than-Significant Impact. The PUD project area is mostly developed and paved and is generally on level ground. Proposed development would result in ground surface disruption during grading and excavation, which could result in erosion, siltation, or flooding impacts. Construction activities on the PUD project area larger than 1 acre are required to prepare a stormwater pollution prevention plan that details best management practices (BMPs) to reduce the potential for erosion during construction activities. In addition, compliance with the safety provisions of the CBC would reduce the potential for erosion or loss of topsoil to a level of less than significant.

c) Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?

Less-than-Significant Impact. Unstable geologic units or soils are characterized by materials lacking in sufficient integrity to support urban development (e.g., poorly consolidated fill). The PUD project area, along with majority of the City, is located in a subsidence zone due to groundwater pumping (City of Ontario 2023a). However, the PUD project area consists of existing development, which indicates that geologic conditions in the area can support the proposed development. Individual projects facilitated by the Downtown West PUD would be required to comply with the CBC and grading plans would be reviewed by the City engineer; therefore, impacts would be less than significant.

d) Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?

Less-than-Significant Impact. The PUD project area is located in the northern portion of the City, which consists of primarily silty sand, sand, and gravel; such sediments are usually non-expansive or have very low expansion potential (City of Ontario 2022a). Compliance with the CBC and review of grading plans for individual projects by the City engineer would ensure that impacts would be less than significant.

e) Would the project have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?

Less-than-Significant Impact. Wastewater from the City is treated at wastewater treatment facilities owned and operated by the Inland Empire Utilities Agency (IEUA) (City of Ontario 2022a), and any new development would connect to the existing wastewater treatment facilities. The Downtown West PUD does not include the use of septic tanks. Therefore, no impact to soils relative to supporting use of septic tanks would occur.

f) Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

Less-than-Significant Impact. The possibility of finding paleontological resources in the City is moderate to high at depths of 10 feet or more below ground surface (City of Ontario 2022a). However, the PUD project area is mostly developed and paved. Proposed development would be infill development on sites that have been previously disturbed. Development would not involve ground disturbing activities at depths of 10 feet or more; therefore, impacts would be less than significant.

Greenhouse Gas Emissions

This section is based on technical analysis conducted by Dudek and attached to this MND as Appendix A. See Appendix A for complete results.

a) Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

Less-than-Significant Impact. The City adopted their Community Climate Action Plan (CCAP) on August 16, 2022. The 2022 CCAP is an update to the City's 2014 CCAP and accounts for SB 32, which provides statewide targets to reduce GHG emissions to 40% below 1990 levels by 2030 (City of Ontario 2022d, 2023e). The 2022 CCAP is consistent with TOP 2050 and with the CEQA Guidelines for Plans for the Reduction of Greenhouse Gas Emissions (California Code of Regulations Section 15183.5). Because the 2022 CCAP addresses GHG emissions reductions and is consistent with the requirements of AB 32, SB 32, and international efforts to reduce GHG emissions, projects that comply with the CCAP Update would have a less-than-significant GHG impact. This allows the 2022 CCAP to support and streamline environmental review of GHG emissions for future development projects in the City.

The 2022 CCAP outlines two pathways to compliance at the project development level. The first pathway consists of screening tables, which aim to provide guidance in measuring the reduction of GHG emissions attributable to certain design and construction measures incorporated into development projects. The second pathway consists of efficiency metric thresholds.

This analysis applies the GHG efficiency metric threshold of 1.53 metric tons (MT) of carbon dioxide equivalent (CO_2e)/dwelling unit for residential development completed after 2030, and 3.61 MT CO_2e/2,500 square feet of conditioned space developed after 2030 to the Downtown West PUD (City of Ontario 2022d). These metrics can be used in lieu of the CCAP's screening tables, which require project-level specific information that is not currently available for the proposed Downtown West PUD. These GHG efficiency metrics are appropriate in that they would achieve per capita emissions for the City that align with the state's reduction goals of 40% below 1990 levels of emissions by 2030 and 80% below 1990 levels by 2050. Because the Downtown West PUD includes both residential and nonresidential space, the residential and nonresidential components were assessed separately against their respective applicable thresholds.

Construction Emissions

Construction of future development that would be facilitated by the Downtown West PUD would result in GHG emissions, which are primarily associated with use of off-road construction equipment, on-road haul trucks, on-road vendor trucks, and worker vehicles. The SCAQMD has not proposed or adopted relevant quantitative GHG thresholds for construction-generated emissions.

Table 6 presents the estimated GHG emissions generated during construction of the 5% development scenario. Details of the emission calculations are provided in Appendix A.

Table 6. Estimated Annual Construction GHG Emissions

Year	CO_2	CH_4	N_2O	CO_2e
	Metric Tons			
2025 (one full year)	0.02	0.02	0.16	344.67
Total over 20 years[1]	**0.38**	**0.35**	**3.22**	**6,893.40**
Total Amortized Emissions				**229.78**
Residential Amortized Emissions[2]				*217.47*
Commercial Amortized Emissions[3]				*12.31*

Notes: CO_2 = carbon dioxide; CH_4 = methane; N_2O = nitrous oxide; CO_2e = carbon dioxide equivalent.
See Appendix A for complete results.
Amortized construction GHG emissions represent total construction GHG emissions (in MT of CO_2e) divided 30 years, which is the assumed project operational lifetime consistent with SCAQMD guidance (SCAQMD 2008).

1 Totals may not add due to rounding.

2 The construction emissions associated with the residential land uses was calculated by multiplying total amortized emissions (229.78) by 95%, which represents the residential square footage divided by the proposed project's total square footage, to get 217.47.

3 The construction emissions associated with the commercial land use was calculated by multiplying total amortized emissions (229.78) by 5%, which represents the commercial square footage divided by the proposed project's total square footage, to get 12.31.

As shown in Table 6, the estimated total GHG emissions during construction of future projects that would be facilitated by the Downtown West PUD would be approximately 6,893 MT CO_2e over the 20-year construction period. Estimated project-generated construction emissions amortized over 30 years would be approximately 230 MT CO_2e per year.

Because the residential and commercial uses of the Downtown West PUD were evaluated separately to determine their respective GHG efficiency metrics, the amortized construction emissions were split between residential and commercial based on square footage of the proposed Downtown West PUD. The 581 residential dwelling units make up 669,342 square feet of the proposed Downtown West PUD, which is 95% of the total proposed Downtown West PUD's square footage. The commercial square footage totals 37,886 square feet, which makes up 5% of the total proposed project's square footage. Therefore, 95% of the total amortized construction emissions is 217.47 MT CO2e, which was added to the residential operational GHG emissions. The remaining 5% or 12.31 MT CO2e was added to the commercial operational GHG emissions.

Operational Emissions

Operation of the future development that would be facilitated by the Downtown West PUD would generate GHG emissions through motor vehicle trips; landscape equipment operation and hearths (area sources); energy use (natural gas and electricity); solid waste disposal; water supply, treatment, and distribution; and refrigerants. As with the air quality analysis, mobile source GHG emissions were estimated using the California Emissions Estimator Model (CalEEMod) based on EMFAC 2021 emission factors. Emissions from each category are discussed in the following text with respect to the Downtown West PUD. CalEEMod was used to calculate the annual GHG emissions. Operational year 2045 was assumed to be the first full year of operation following completion of construction.

The operational emissions associated with the commercial portion of the Downtown West PUD were evaluated separately against their respective efficiency threshold. The estimated

operational commercial project-generated GHG emissions from area sources, energy usage, motor vehicles, solid waste generation, water usage and wastewater generation, and refrigerants are shown in Table 7.

Table 7. Project GHG Efficiency - Commercial

Emission Source	CO_2	CH_4	N_2O	CO_2e
	Metric Tons per Year[1]			
Area	0.77	<0.01	<0.01	0.77
Energy	55.45	0.01	<0.01	55.82
Mobile	1,960.07	0.063	0.09	1,988.21
Waste	3.55	0.35	0	12.42
Water	3.15	0.09	<0.01	6.10
Refrigerants	0	0	0	0.04
Total	**2,022.99**	**0.52**	**0.09**	**2,063.36**
Amortized construction emissions (Table 6)				*12.31*
Total operational + amortized construction emissions				**2,075.67**
Existing Emissions[2]				**2,021.06**
Total Net Emissions[3]				**54.61**
Project Efficiency (MT CO_2e/2,500 SF)[4]				**3.60**
Ontario CAP Post-2030 Commercial Efficiency Threshold				*3.61*
Threshold Exceeded?				**No**

Notes: GHG = greenhouse gas; CO_2 = carbon dioxide; CH_4 = methane; N_2O = nitrous oxide; CO_2e = carbon dioxide equivalent; SF = square feet; <0.01 = less than 0.01.
See Appendix A for complete results.

1 The Downtown West PUD emissions reflect operational year 2045.

2 CalEEMod was used to calculate the GHG emissions associated with existing residential and commercial space to be redeveloped as a result of this project. The existing scenario to be redeveloped includes 5 dwelling units and 56,171 square feet of commercial building space.

3 Net emissions were calculated by subtracting the existing emissions from the total operational and amortized emissions associated with the project.

4 Project efficiency is calculated by dividing the net emissions (54.61 MT CO_2e) by 2,500 SF and multiplying by the proposed project's commercial square footage (37,886 SF) to get 3.60 MT CO_2e/2,500 SF.

As shown in Table 7, estimated annual GHG emissions generated by future commercial development that would be facilitated by the Downtown West PUD would be approximately 2,063 MT CO_2e per year as a result of Downtown West PUD operation. Estimated annual project-generated operational emissions in 2045 and amortized Downtown West PUD construction emissions would be approximately 2,076 MT CO_2e per year. The estimated annual net operational emissions after removal of existing operational emissions would be approximately 54.61 MT CO_2e per year. As explained previously, the efficiency metric threshold used is 3.61 MT CO_2e/2,500 square feet per year. The proposed Downtown West PUD is anticipated to facilitate a maximum of 37,886 square feet of commercial building space by 2045. Accordingly, the proposed Downtown West PUD would result in an efficiency of 3.60 MT CO_2e/2,500 square feet per year, which would not exceed the applied efficiency metric threshold of 3.61 MT CO_2e/2,500 square feet per year.

The operational emissions associated with the residential portion of the Downtown West PUD were evaluated separately against their respective efficiency metric threshold. The estimated operational project-generated GHG emissions from area sources, energy usage, motor vehicles,

solid waste generation, water usage and wastewater generation, and refrigerants are shown in Table 8.

Table 8. Project GHG Efficiency - Residential

Emission Source	CO_2	CH_4	N_2O	CO_2e
	Metric Tons per Year[1]			
Area	144.74	<0.01	<0.01	144.94
Energy	901.06	0.10	0.01	906.07
Mobile	1,666.18	0.05	0.08	1,690.41
Waste	38.33	3.83	0	134.11
Water	27.18	0.79	0.02	52.61
Refrigerants	0	0	0	0.77
Total	**2,777.50**	**4.78**	**0.10**	**2,928.91**
Amortized construction emissions (Table 6)				*217.47*
Total operational + amortized construction emissions				**3,146.38**
Existing Emissions[2]				**1,946.38**
Total net emissions[3]				**1,200.00**
Project Efficiency (MT CO_2e/du)[4]				**2.07**
Ontario CAP Post-2030 Residential Efficiency Threshold				*1.53*
Threshold Exceeded?				**Yes**

Notes: GHG = greenhouse gas; CO_2 = carbon dioxide; CH_4 = methane; N_2O = nitrous oxide; CO_2e = carbon dioxide equivalent; du = dwelling unit; <0.01 = less than 0.01.
See Appendix A for complete results.

1 The Downtown West PUD emissions reflect operational year 2045.

2 CalEEMod was used to calculate the GHG emissions associated with existing residential and commercial space to be redeveloped as a result of this project. The existing scenario is 5 dwelling units and 56,171 square feet of commercial building space.

3 Net emissions were calculated by subtracting the existing emissions from the total operational and amortized emissions associated with the project.

4 Project efficiency is calculated by dividing the total operational and amortized construction emissions (3,146.38 MT CO_2e) by the Downtown West PUD's number of dwelling units (581) to get 2.07 MT CO_2e/du.

As shown in Table 8, estimated annual GHG emissions generated by future residential development that would be facilitated by the Downtown West PUD would be approximately 2,929 MT CO_2e per year as a result of Downtown West PUD operation. Estimated annual project-generated operational emissions in 2045 and amortized Downtown West PUD construction emissions would be approximately 3,146 MT CO_2e per year. The estimated annual net operational emissions after removal of existing operational emissions would be approximately 1,200 MT CO_2e per year. As explained previously, the efficiency metric threshold used is 1.53 MT CO_2e/dwelling unit per year. The proposed Downtown West PUD is anticipated to facilitate a maximum of 581 dwelling units by 2045. Accordingly, the proposed Downtown West PUD would result in an efficiency of 2.07 MT CO_2e/ dwelling unit per year, which would exceed the applied efficiency metric threshold of 1.53 MT CO_2e/du/year. Therefore, GHG emissions generated by the Downtown West PUD would have a potentially significant impact; however, future project development proposals under the scope of the Downtown West PUD shall implement screening table measures that achieve the requisite points per the City's CCAP screening tables. With implementation of the screening tables measures, impacts would be less than significant.

b) Would the project generate conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

Less-than-Significant Impact. A project's consistency with the CCAP is projected to result in emissions that would meet the GHG reduction target established under SB 32 and Executive Order S-03-05 and progress towards the state's carbon neutrality goal. The Downtown West PUD would be consistent with the CCAP and would not conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs. Therefore, impacts would be less than significant.

Hazards and Hazardous Materials

a) Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

Less-than-Significant Impact. Development facilitated by the Downtown West PUD would increase commercial and residential uses in the City, therefore increasing the amount of hazardous materials being transported, used, or disposed of in the City. These materials would be transported and handled in accordance with all federal, state, and local laws regulating the management and use of hazardous materials. Consequently, use of these materials for their intended purpose would not pose a significant risk to the public or environment. With adherence to state and local regulations, impacts associated with routine transport, use, and disposal of hazardous materials would be less than significant.

b) Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

Less-than-Significant Impact. Construction and operation under the Downtown West PUD would involve relatively small amounts of commonly used hazardous substances such as gasoline, diesel fuel, lubricating oil, grease, adhesive materials, and solvents. These materials are not considered acutely hazardous and are used routinely throughout urban environments for both construction and operation of typical projects. Further, these materials would be transported, handled, and disposed in accordance with all federal, state, and local laws regulating the management and use of hazardous materials. Impacts would be less than significant.

c) Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

Less-than-Significant Impact. The closest school to the PUD project area is St. George School, located approximately 0.02 miles northwest of the PUD project area. As described above, construction and operation under the proposed Downtown West PUD would involve use, storage, and disposal of small amounts of hazardous materials on the PUD. These materials would be transported and handled in accordance with all federal, state, and local laws regulating the management and use of hazardous materials. Consequently, use of these materials for their intended purpose would not pose a significant risk to the public or environment. With adherence to state and local regulations, impacts associated with routine transport, use, and disposal of hazardous materials would be less than significant.

d) Would the project be located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

Less-than-Significant Impact. The California Department of Toxic Substances Control's EnviroStor database tracks cleanup, permitting, enforcement, and investigation efforts at hazardous waste facilities and sites with known contamination. According to the database search, no cleanup sites are located in the PUD project area. Three evaluation cleanup sites that have been referred to a local agency are located approximately 0.05 miles south of the PUD project area (DTSC 2023). The State Water Resources Control Board's GeoTracker database identifies leaking underground storage tanks, waste discharge sites, oil and gas sites, and other waste or cleanup sites. A review of GeoTracker identified one closed leaking underground storage tank cleanup site within the PUD project area (GTE Ontario ID No. T0607100264). This site was closed in 1993.

Two more closed leaking underground storage tank cleanup sites were identified surrounding the PUD project area including Imperial Thrift and Loan Prop. (ID No. T0607100428), located approximately 0.5 miles west of the PUD project area, and TOSCO/76 Station #5606 (ID No. T0607100482), located approximately 0.5 miles northeast of the PUD project area (SWRCB 2023). The PUD project area is not located on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and the nearby sites are closed cases; therefore, no impact would occur.

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?

Less-than-Significant Impact. The PUD project area is located approximately 1.5 miles northwest of the Ontario International Airport. The PUD project area is not within an airport safety zone and is located in the 60-65 decibel community noise equivalent level noise contour zone, as depicted in the Ontario International Airport Land Use Compatibility Plan. The PUD project area is within the Airspace Avigation Easement Area and the allowable height for the PUD project area is 70 feet to 100 feet, as shown in the Airspace Protection Zones Map in the Ontario International Airport Land Use Compatibility Plan (Ontario Airport Planning 2018). The highest height proposed for development under the Downtown West PUD is 65 feet. The proposed development would be similar to the existing uses of the PUD project area and would not introduce new hazards to aircraft operations. Therefore, impacts would be less than significant.

f) Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

Less-than-Significant Impact. The City has prepared the 2018 Hazard Mitigation Plan with the intent of reducing and/or eliminating loss of life and property from natural hazards. Policy S2-3 in the plan requires compliance with state and federal law and does not permit facilities using, storing, or otherwise involved with substantial quantities of on-site hazardous materials to be located in the 100-year flood zone unless all standards of elevation, flood proofing, and storage have been implemented to the satisfaction of the Building Department (City of Ontario 2018). Additionally, the City provides disaster preparedness and outlines hazard specific preparation through the

ReadyOntario website (City of Ontario 2023c). The closest fire station is located approximately 0.3 miles to the east of the PUD project area; therefore, the PUD project area would be served by the nearby station. With compliance with the building standards outlined in the Hazard Mitigation Plan and Municipal Code, impacts would be less than significant.

g) Would the project expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?

Less-than-Significant Impact. The PUD project area is not located in a Fire Hazard Severity Zone, as shown in TOP 2050 Figure S-05, Fire Hazard Severity Zones (City of Ontario 2023a). In the event of an emergency, fire response services for the PUD project area are provided by the Ontario Fire Department. Proposed development would be constructed in conformance with Title 24, which includes building requirements that prevent and protect against fire ignition and the spread of potential wildland fires. Therefore, impacts to people or structures, either directly or indirectly, from a significant risk of loss, injury, or death involving wildland fires would be less than significant.

Hydrology and Water Quality

a) Would the project violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?

Less-than-Significant Impact. Construction facilitated by the Downtown West PUD would involve ground-disturbing activities for grading that could result in sediment discharge in stormwater runoff. Additionally, construction would involve the use of oil, lubricants, and other chemicals that could be discharged from leaks or accidental spills. These potential sediment and chemical discharges during construction would have the potential to impact water quality in receiving water bodies. However, any construction activities disturbing 1 or more acres of land, or less than 1 acre of land if part of a larger development, must comply with the State Water Resources Control Board Construction General Permit, which requires development of a stormwater pollution prevention plan to protect water quality. This requires implementation of construction BMPs such as silt fences, inlet protection, and site stabilization techniques to ensure that stormwater runoff from the construction work areas does not cause degradation of water quality in receiving water bodies. Through the incorporation of BMPs through implementation of stormwater pollution prevention plan requirements, impacts associated with water quality standards during construction would be less than significant.

b) Would the project substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?

Less-than-Significant Impact. The PUD project area is located within the Chino Creek Watershed. The Chino Basin Watermaster has determined the safe yield for the basin and has assigned individual pumping allocations to each water purveyor to ensure that the total groundwater production does not exceed the safe yield (City of Ontario 2022a). Nearly all of the PUD project area is developed with urban uses and not available for groundwater recharge. Therefore, substantial decrease in impermeable surfaces in the City would not result from development of the Downtown West PUD. The Downtown West PUD would not result in substantial impacts that would impede sustainable groundwater management of the basin compared to what is existing.

The Chino Groundwater Basin is adjudicated and is considered by the Department of Water Resources to be a very low priority groundwater basin (DWR 2023). Each water purveyor has an allotted amount of water that can be pumped from the basin so that the safe yield is not exceeded; therefore, impacts would be less than significant.

c) Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:

i) result in substantial erosion or siltation on or off site;

ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on or off site;

iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or

iv) impede or redirect flood flows?

Less-than-Significant Impact. The Downtown West PUD would not result in a substantial change in impervious surfaces within the PUD project area. The majority of the PUD project area is currently developed with mixed uses and residential. Development facilitated by the Downtown West PUD would feature drainage facilities that connect to existing drainage infrastructure. Therefore, implementation of the Downtown West PUD would not substantially alter the existing drainage pattern of the site or area in a way that would cause substantial erosions, flooding, polluted runoff, or changes to flood flows. Impacts would be less than significant.

d) In flood hazard, tsunami, or seiche zones, would the project risk release of pollutants due to project inundation?

Less-than-Significant Impact. The City is located outside a tsunami hazard zone (DOC 2023b). As shown in Figure S-03, Flood Hazard Zones, of TOP 20250 the PUD project area is located outside of a Federal Emergency Management Agency Floodplain Zone. Figure S-04 shows that the PUD project area, and the majority of the City, is in a zone of potential inundation from San Antonio Dam (City of Ontario 2023a), which is located approximately 6.3 miles from the PUD project area. The PUD project area is currently mostly developed and urban; new improvements and development facilitated by the Downtown West PUD would be similar in use to what exists and would not significantly increase the risk of pollutants due to inundation beyond what currently exists in the City. Impacts would be less than significant.

e) Would the project conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

No Impact. The City's groundwater supplies are from the Chino Groundwater Basin, which is managed by the Chino Basin Watermaster. The Chino Basin is exempt from legislative requirements under the Sustainable Groundwater Management Act and is not required to prepare a groundwater sustainability plan (City of Ontario 2022a). The Downtown West PUD contains guidelines for development and private investments, public realm improvements, and activations and art. The Downtown West PUD would not involve groundwater extraction or affect

recharge in a way that would produce any effect on the local groundwater supply or groundwater table. Operations of the proposed Downtown West PUD would be similar to existing operations on the PUD project area and would not violate any water quality standards or water discharge requirements. Therefore, the Downtown West PUD would not conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan. No impacts would occur.

Land Use and Planning

a) Would the project physically divide an established community?

Less-than-Significant Impact. The proposed Downtown West PUD would contain guidelines for development and private investments, public realm improvements, activations, and art. The PUD project area is currently developed with a mix of commercial uses, vacant land, and residential units.. All other development or improvements facilitated by the Downtown West PUD would not change the land use or zoning of the PUD project area. The PUD project area is zoned as Downtown – MU and HDR; therefore, revitalizing the downtown area and adding residential units would be consistent with the site's intended uses. The Downtown West PUD would not result in a removal of an existing means of access, such as a road or bridge, that would impede mobility with an existing community and other areas. The Downtown West PUD includes improvements such as a potential paseo connection and alley improvements that would increase connectivity in the downtown area. The proposed Downtown West PUD would not physically divide an established community, and impacts would be less than significant.

b) Would the project cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

No Impact. The PUD project area is designated in the General Plan as MU Downtown and is zoned as MU-1 and HDR-45. All other blocks would be within the allowed proposed density in TOP 2050. Table 9 shows the existing land use designation of each site, the allowed densities, and required parking per housing unit.

Table 9. Downtown West PUD TOP 2050 Consistency

Block	TOP 2050 Land Use Designation	Proposed Land Use Designation	TOP 2050 Allowed Density for Proposed Land Use Designation	Proposed Density (du/acre)	Parking Required for Housing Units	Total Parking provided
A	Mixed Use	Mixed Use	25.0 to 75.0	n/a	n/a	n/a
B	Mixed Use	Mixed Use	25.0 to 75.0	75	30	32
C	Mixed Use	Mixed Use	25.0 to 75.0	75	132	219
D	Mixed Use	Mixed Use	25.0 to 75.0	39	58	58
E	Mixed Use	Mixed Use	25.0 to 75.0	75	78	78
F	Mixed Use	Mixed Use	25.0 to 75.0	60	190	460
G	Mixed Use	Mixed Use	25.0 to 75.0	75	80	80
H	Mixed Use	Mixed Use	25.0 to 75.0	30	78	78

Table 9. Downtown West PUD TOP 2050 Consistency

Block	TOP 2050 Land Use Designation	Proposed Land Use Designation	TOP 2050 Allowed Density for Proposed Land Use Designation	Proposed Density (du/acre)	Parking Required for Housing Units	Total Parking provided
I	Mixed Use	High Density Residential	25.1 to 45.0	30	70	70
Fronting Euclid Avenue	Mixed Use	Mixed Use	25.0 to 75.0	75 max.	145	145
Total					**861**	**1,220**

Source: City of Ontario 2022a.
Note: n/a = not applicable.

As shown in Table 9 above, the Downtown West PUD would be consistent with the existing TOP 2050 Land Use Designations' density and parking requirements. Implementation of the Downtown West PUD would not conflict with the applicable zoning and other regulations.

In addition, TOP 2050 includes future buildout of the City. Table 10 shows the applicable land use future build out assumptions.

Table 10. TOP 2050 Future Buildout Table

Land Use	Acres	Assumed Density/Intensity	TOP 2050 Housing Units for Land Use	TOP 2050 Non-Residential Square Feet for Land Use
MU Downtown	128	60% of the area at 35 du/acre, 40% of the area at 0.80 FAR for office and retail	2,678	1,777,586

Source: City of Ontario 2022c.
Note: du/acre = dwelling unit per acre; FAR = floor area ratio.

The PUD project area consists of approximately 21.58 acres of proposed MU Downtown. The development allowed under the Downtown West PUD would be within the allowed TOP 2050 buildout housing units and non-residential square feet for the proposed land uses. The Downtown West PUD, at maximum buildout, would result in a fraction of the allowable buildout throughout the City. Therefore, no impact would occur.

Mineral Resources

a) Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

And

b) Would the project result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?

No Impact. According to Figure 5.12-1, Areas of Mineral Resource Significance, in the TOP Supplemental EIR, the PUD project area is within Mineral Resource Zones (MRZ) 2 and 3. MRZ-2 includes zones where adequate information indicates that significant mineral deposits are present, or there is a likelihood of their presence, and development should be controlled. MRZ-3 includes zones where the significance of mineral deposits cannot be determined from the available data (City of Ontario 2022a). TOP 2050 Policy ER-5.5, Mining Operations, prohibits future mining operations where the resource extraction activities are incompatible with existing or proposed adjacent land uses. Areas identified with potential mineral resources have been developed with urban uses and are not suitable for mineral resource extraction (City of Ontario 2023a). The PUD project area is designated as mixed use and high density residential, which are uses that are incompatible with resources extraction activities; therefore, there would be no impact to loss of available of known mineral resources or mineral resource recovery sites.

Noise

This section is based on technical analysis conducted by Dudek and attached to this MND as Appendix B, Noise Technical Memorandum. See Appendix B for complete results.

a) Would the project result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

Construction Noise

Less-than-Significant Impact With Mitigation Incorporated. The PUD project area is located within TOP 2050 Mixed Use-Downtown land use. As an implementation tool for TOP 2050 on a localized basis, the Downtown West PUD would facilitate development of a mix of uses and historic preservation; transformation of select existing buildings through adaptive reuse; and design guidelines for new development, Euclid Avenue, alleys, managed infrastructure, and the public realm. The intensity of construction activities and the distance between future construction zones and existing noise-sensitive receivers (i.e., residences, nursing care facilities, hospitals, lodging facilities) under the Downtown West PUD would not be materially different from assumptions regarding construction of future development of the area under TOP 2050.

The TOP Supplemental EIR concluded that construction could generate noise levels in excess of 80 A-weighted decibels equivalent continuous noise level and generate noise disturbances for prolonged periods of time at noise-sensitive receptors. Safety Element Policy S-4.1, Noise Mitigation, would help minimize the construction noise impacts through enforcement of Municipal Code Chapter 29, Section 5-29.09, which limits construction, remodeling, digging, grading, demolition, or any other related building activity to between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday, and 9:00 a.m. to 6:00 p.m. on weekends. The Downtown West PUD would not result in new or a substantial increase in the magnitude of impacts compared to TOP 2050. Nevertheless, construction-related noise impacts from the Downtown West PUD would be potentially significant. Adherence to mitigation from the TOP Supplemental EIR would therefore

be required in order to avoid significant temporary construction noise impacts. The TOP Supplemental EIR mitigation measure regarding construction noise is presented below.

MM-NOI-1 Construction Noise Abatement

Construction activities associated with new development that occurs near sensitive receptors shall be evaluated for potential noise impacts. Construction contractors shall implement the following measures for construction activities in the City of Ontario. Construction plans submitted to the City shall identify these measures on demolition, grading, and construction plans. The City of Ontario Planning and Building Departments shall verify that grading, demolition, and/or construction plans submitted include these notations prior to issuance of demolition, grading, and/or building permits:

1. Construction activity is limited to the hours between 7:00 am and 6:00 pm Monday through Friday and 9:00 am to 6:00 pm Saturdays and Sundays, as prescribed in Municipal Code Section 5-29.09.
2. During the entire active construction period, equipment and trucks used for project construction shall use the best-available noise control techniques wherever feasible (e.g., improved mufflers, equipment re-design, use of intake silencers, ducts, engine enclosures, and acoustically attenuating shields or shrouds).
3. Impact tools (e.g., jack hammers and hoe rams) shall be hydraulically or electrically powered wherever possible. Where the use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used along with external noise jackets on the tools.
4. Stationary equipment such as generators and air compressors shall be located as far as feasible from nearby noise-sensitive uses.
5. Stockpiling shall be located as far as feasible from nearby noise-sensitive receptors.
6. Construction traffic shall be limited, to the extent feasible, to approved haul routes established by the City's Engineering Department.
7. At least 10 days prior to the start of construction activities, a sign shall be posted at the entrance(s) to the job site, clearly visible to the public, that includes permitted construction days and hours as well as the telephone numbers of the City's and contractor's authorized representatives that are assigned to respond in the event of a noise or vibration complaint. If the authorized contractor's representative receives a complaint, he/she shall investigate, take appropriate corrective action, and report the action to the City.
8. Signs shall be posted at the job site entrance(s), within the onsite construction zones, and along queueing lanes (if any) to reinforce the prohibition of unnecessary engine idling. All other equipment shall be turned off if not in use for more than 5 minutes.
9. During the entire active construction period and to the extent feasible, the use of noise-producing signals, including horns, whistles, alarms, and bells, shall be for safety warning purposes only. The construction manager shall use smart back-up alarms, which automatically adjust the alarm level based on the background noise level or switch off back-up alarms and replace with human spotters in compliance with all safety requirements and laws.

10. Erect temporary noise barriers (at least as high as the exhaust of equipment and breaking line-of-sight between noise sources and sensitive receptors), as necessary and feasible, to maintain construction noise levels at or below the performance standard of 80 dBA Leq. Barriers shall be constructed with a solid material that has a density of at least 1.5 pounds per square foot with no gaps from the ground to the top of the barrier and may be lined on the construction side with an acoustical blanket, curtain, or equivalent absorptive material (City of Ontario 2022a).

Operational Noise (Stationary)

Less-than-Significant Impact. New commercial, residential, and mixed-use development under the Downtown West PUD is not anticipated to result in greater density than envisioned under TOP 2050. As described in the Development Code Chapter 6.0, new development may trend toward taller vertical structures than exist today, but with mechanical systems (principally for heating, ventilation, and air conditioning) situated on the roof of such structures, new noise sources would generally be at a further distance to any neighboring noise-sensitive receivers, thus reducing noise at the ground level as compared to lower profile buildings with the same roof-mounted equipment. Adaptive re-use of existing structures would likely involve more modern and efficient mechanical systems, with the same or lower noise generation than equipment associated with the original occupancy of such structures. Impacts would be less than significant.

Traffic Noise

Less-than-Significant Impact. Under the Downtown West PUD, the placement of housing, jobs, and amenities in closer proximity to each other and design strategies focused on the pedestrian and a variety of multimodal options will make walking and other forms of active transportation a desirable alternative to driving. The PUD project area would be served by existing roadway, transit, and pedestrian facilities and proposes improvements along B Street, Euclid Avenue Streetscape, alley improvements, and a West Valley Connector Bus Rapid Transit Station. Such improvements would be expected to counter an increase in the number of single-occupancy vehicle trips that could otherwise be associated with introduction of new housing units and commercial space. As such, implementation of the Downtown West PUD would not be anticipated to generate a greater number of vehicle trips compared to TOP 2050, and traffic noise level increases due to the Downtown West PUD would be less than significant.

b) Would the project result in generation of excessive groundborne vibration or groundborne noise levels?

Construction Vibration

Less-than-Significant Impact with Mitigation Incorporated. The TOP Supplemental EIR concluded that construction of future development allowed under TOP 2050 could generate vibration levels that exceed structural damage thresholds established by the Federal Transit Authority (e.g., 0.12 inches per second [in/sec] peak particle velocity [PPV] for fragile or historical resources, 0.2 in/sec PPV for nonengineered timber and masonry buildings, and 0.3 in/sec PPV for engineered concrete and masonry). The Downtown West PUD would not result in new or a substantial increase in the magnitude of impacts compared to TOP 2050. Nevertheless, construction-related vibration impacts from the Downtown West PUD would be potentially significant. Adherence to mitigation

from the TOP Supplemental EIR would therefore be required in order to avoid significant temporary construction-related vibration impacts. The TOP Supplemental EIR mitigation measure regarding construction-related vibration is presented below.

MM-NOI-2 Construction Vibration Abatement

Prior to issuance of a building permit, individual projects that involve vibration intensive construction activities, such as pile drivers, jack hammers, and vibratory rollers near sensitive receptors shall be evaluated for potential vibration impacts. For construction within 135 feet of fragile structures, such as historical resources, within 100 feet of nonengineered timber and masonry buildings (e.g., most residential buildings), or within 75 feet of engineered concrete and masonry (no plaster); or a vibratory roller within 25 feet of any structure, the project applicant shall prepare a noise and vibration analysis to assess and mitigate potential noise and vibration impacts related to these activities. This noise and vibration analysis shall be conducted by a qualified and experienced acoustical consultant or engineer. The vibration levels shall not exceed Federal Transit Administration (FTA) architectural damage thresholds (e.g., 0.12 inches per second [in/sec] peak particle velocity [PPV] for fragile or historical resources, 0.2 in/sec PPV for nonengineered timber and masonry buildings, and 0.3 in/sec PPV for engineered concrete and masonry). If vibration levels would exceed this threshold, alternative uses shall be used, such as drilling piles as opposed to pile driving and static rollers as opposed to vibratory rollers. If necessary, construction vibration monitoring shall be conducted to ensure vibration thresholds are not exceeded.

Operational Vibration

Less Than Significant. Vibration generation associated with commercial facilities is typically only associated with very large/heavy equipment that includes a rotating component or impact function. Commercial operations envisioned within the PUD would be expected to generate limited levels of ground vibration, which are unlikely to be perceptible beyond the property line of the facility. Therefore, vibration from future commercial operations developed under the PUD would be less than significant.

c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

Less-than-Significant Impact. The PUD project area is located approximately 1.5 miles northwest of the Ontario International Airport. The PUD project area is located in the 60–65 decibels community noise equivalent level noise contour zone, as depicted in the Ontario International Airport Land Use Compatibility Plan (City of Ontario 2024). New residential or other noise-sensitive land uses constructed as part of the Downtown PUD would not be exposed to airport-related noise levels in excess of 65 A-weighted decibels community noise equivalent level. Impacts would be less than significant.

Population and Housing

a) Would the project induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

Less-than-Significant Impact. The proposed Downtown West PUD would facilitate 581 residential units. As described above in Table 9, the Downtown West PUD would result in densities less than they allowable TOP 2050 densities. Therefore, the number of residences that would be developed within the PUD project area is consistent with planned growth in the General Plan Land Use Element, and unplanned growth would not occur.

In addition, the City's Housing Element analyzes existing housing and housing needs within the City and prepares goals, policies, and programs to further the development, improvement, and preservation of housing. The Housing Element was adopted March 1, 2022, and revised August 2022. The PUD project area is located within the Downtown Plan in the Housing Element. The Downtown Plan's vision is to facilitate new mixed-use and residential development, including 634 units in the Downtown Plan area (City of Ontario 2022b). The Downtown West PUD proposes 581 residential units; therefore, the Downtown West PUD would be consistent with the approved Housing Element. The growth facilitated by the Downtown West PUD is within the previously approved standards and would further define the design standards and guidelines for developers in efforts to revitalize Downtown Ontario.

b) Would the project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

Less-than-Significant Impact. The PUD project area contains existing residential units; however, the majority of development would be located on existing commercial or vacant land. The Downtown West PUD would not displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere. At full buildout, the Downtown West PUD would facilitate the addition of 581 units; therefore, no replacement housing elsewhere would be needed and impacts would be less than significant.

Public Services

a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:

i) Fire protection?

Less-than-Significant Impact. The City of Ontario Fire Department provides fire services throughout the City. The fire department operates out of 10 stations staffed by 186 sworn firefighters and 41 professional staff members serving the community across six bureaus—Operations/Airport Services, Fire Prevention, Support Services, EMS, Training and Professional

Services, and Administrative Services (City of Ontario 2023d). The closest fire station is located approximately 0.3 miles east of the PUD project area.

The proposed Downtown West PUD would allow for 581 additional housing units and therefore would increase the demand for emergency fire services. However, implementation of the proposed Downtown West PUD would be required to adhere to the California Fire Code (CFC), as included in the City's Municipal Code Chapter 4. Future development would be reviewed by the City and the City of Ontario Fire Department on an individual basis and would be required to comply with requirements at the time building permits are issued, including the payment of development impact fees that contribute to funding for additional staffing, facilities, and equipment. Provision of a new or physically altered fire station that could cause environmental impacts would not be required. Therefore, impacts related to fire protection services from the proposed Downtown West PUD would be less than significant.

ii) Police protection?

Less-than-Significant Impact. The City of Ontario Police Department (OPD) provides police protection services to the City. The OPD has a standard of having approximately 225 police officers per 100,000 people. As of 2022, the OPD was allotted 300 police officers and met this standard (City of Ontario 2022a). Buildout of the proposed Downtown West PUD would result in increased population and development and would result in an increased demand on police protection services. Future development facilitated by the Downtown West PUD would also be subject to development impact fees that pay for police services. In addition, future development would be reviewed by the City on an individual basis and required to comply with regulations at the time building permits are issued. Therefore, with payment of development impact fees, the proposed Downtown West PUD would not result in a substantial adverse impact associated with the provision of additional police facilities or services, and impacts to police services would be less than significant.

iii) Schools?

Less-than-Significant Impact. The PUD project area is served by Chaffey Joint Union High School District (CJUHSD) and Ontario-Montclair School District (OMSD). The closest school to the PUD project area is St. George School, located approximately 0.02 miles northwest of the PUD project area.

Each school district that serves the City assesses its needs individually based on student generation rates from residential development and charges development impact fees accordingly. Residential development in the City facilitated by the Downtown West PUD would require payments to corresponding school districts. These payments accommodate the need for new facilities based on the increase in student population in each district (City of Ontario 2022a).

The majority of school districts within Ontario have existing capacity to accommodate TOP 2050 buildout and population increase, including the CJUHSD. The OMSD indicated that d that any increase in residential development will impact OMSD school facilities; however, information provided by OMSD shows that most of its schools can accommodate the District's projections for the next 10 years (City of Ontario 2022a); therefore, because the proposed Downtown West PUD is consistent with the land uses and densities in TOP 2050, the school districts would have the existing capacity to

accommodate the proposed Downtown West PUD. Therefore, impacts related to school facilities would be less than significant with the Government Code required fee payments.

iv) Parks?

Less-than-Significant Impact. The TOP 2050 Parks and Recreation Element contains polices regarding park requirements in the City. Policy PR-1.5 aims to provide 5 acres of parkland (public and private) per 1,000 residents and Policy PR-1.6 aims to provide a minimum of 2 acres of developed private park space per 1,000 residents (City of Ontario 2023a). The proposed Downtown West PUD would not result in a substantial increase in population such that new facilities would be required to serve the Downtown West PUD. In addition, the project applicants would be required to pay development impact fees for parks and recreation facilities. Therefore, with payment of development impact fees, the proposed Downtown West PUD would have a less-than-significant impact related to the provision of park and recreational facilities.

v) Other public facilities?

Less-than-Significant Impact. Development facilitated by the proposed Downtown West PUD could also increase demand for other public services, including libraries, community centers, and public health care facilities. However, because the PUD project area is already served by other services and the proposed Downtown West PUD would be consistent with the approved TOP 2050, the proposed Downtown West PUD would not result in the need for new or physically altered facilities to provide other services, the construction of which could cause significant environmental impacts. Therefore, impacts would be less than significant.

Recreation

a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

Less-than-Significant Impact. The City uses the established parkland standard of 3 acres per 1,000 residents. The City has approximately 481 acres of parkland (City of Ontario 2022a). Based on a population of 175,265 (U.S. Census Bureau 2020), the City currently requires 526 acres of parkland.

Future growth facilitated by the Downtown West PUD would increase the demand for parks and increase existing park usage. The Quimby Act is a funding mechanism for parkland acquisition. Under this act and pursuant to the City's Municipal Code, residential subdivisions must dedicate parkland or pay in lieu fees to enable the City to acquire a ratio of 3 acres of parkland per 1,000 residents (City of Ontario 2022a). Therefore, with the inclusion of in lieu fees, impacts would be less than significant.

b) Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?

Less-than-Significant Impact. The City has 481 acres of parkland, and buildout of TOP 2050 would provide 900 acres of additional parkland (City of Ontario 2022a). Therefore, with the addition of

new parkland throughout the City, the proposed Downtown West PUD would not require the construction or expansion of recreational facilities, and impacts would be less than significant.

Transportation

This section is based on technical analysis conducted by Dudek and attached to this MND as Appendix C, Transportation Technical Memorandum. See Appendix C for complete results.

a) Would the project conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?

Less-than-Significant Impact. The Mobility Element of TOP 2050 mentions that access and connectivity to mobility options will be integrated into neighborhoods, center, corridors and districts in the City (City of Ontario 2023a). The placement of housing, jobs, and amenities in closer proximity to each other and design strategies focused on the pedestrian and a variety of multimodal options will make walking and other forms of active transportation a desirable alternative to driving. This is consistent with the Downtown West PUD, which is proposing development regulations and planning and design principals to govern the development or redevelopment of an eight-and-a-half block area of the City with residential and commercial uses.

The proposed Downtown West PUD would be consistent with and not impede the implementation of the following Mobility Element goals (City of Ontario 2023a):

1. Goal M1: A system of roadways that meets the mobility needs of a dynamic and prosperous Ontario.
2. Goal M2: A system of trails and corridors that facilitate and encourage active modes of transportation.
3. Goal M3: A public transit system that is a viable alternative to automobile travel and meets basic transportation needs of the transit-dependent.
4. Goal M4: An efficient flow of goods through the City that maximizes economic benefits and minimizes negative impacts.
5. Goal M5: A proactive leadership role in helping identify and facilitate implementation of strategies that address regional transportation challenges (City of Ontario 2023a).

Euclid Avenue, Palm Avenue, E Street, and Holt Boulevard provide primary access to the PUD project area. The City is served by bus services provided by OmniTrans, which operates Routes 61, 83, and 84 in the PUD project area. The City is served by passenger rail services by Amtrak and Metrolink. The Amtrak station is located at 198 E Emporia Street, approximately 0.2 miles southeast of the Euclid Avenue/Holt Avenue intersection. The Ontario East station (Metrolink-Riverside line) is located at 3330 E Francis Street approximately 5.8 miles southeast of the Euclid Avenue/Holt Avenue intersection. The City's downtown core is well served by pedestrian facilities, with sidewalks provided along most streets and crosswalks provided at all major intersections. There are several existing and proposed bicycle facilities shown in TOP 2050 Figure M-02, Multipurpose Trails and Bikeways, that serve the PUD project area.

The PUD project area would be served by existing roadway, transit, and pedestrian facilities and proposes improvements along B Street, Euclid Avenue Streetscape, alley improvements, and a

West Valley Connector Bus Rapid Transit Station. As such, the Downtown West PUD would not conflict with a program, plan, ordinance, or policy addressing the circulation system including transit, roadway, bicycle, and pedestrian facilities. Impacts would be less than significant.

b) Would the project conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?

Less-than-Significant Impact. CEQA Guidelines Section 15064.3(b) focuses on VMT for determining the significance of transportation impacts. It is further divided into four subdivisions: (1) land use projects, (2) transportation projects, (3) qualitative analysis, and (4) methodology. The Updated CEQA Guidelines state that "generally, VMT is the most appropriate measure of transportation impacts," and define VMT as "the amount and distance of automobile travel attributable to a project." "Automobile" refers to on-road passenger vehicles, specifically cars and light trucks. The Office of Planning and Research has clarified in its Technical Advisory (OPR 2018) that heavy-duty truck VMT is not required to be included in the estimation of a project's VMT. Other relevant considerations may include the effects of a project on transit and non-motorized traveled.

Based on the San Bernardino County Transportation Authority Transportation Analysis Model VMT evaluation tool,[2] the individual projects or parcels are located in two traffic analysis zones (TAZs) (i.e., 5364501 and 53645201).

The individual parcels or projects within the Downtown West PUD may be screened from conducting a detailed project-level VMT assessment if they meet at least some of the following screening criteria:

1. **Transit Priority Area Screening:** Projects located within 0.5 miles of an existing "major transit stop" or an "existing stop along a high-quality transit corridor" may be presumed to have a less-than-significant impact absent substantial evidence to the contrary. In addition to its proximity to transit, the project would meet the following:
    1. A minimum floor area ratio of 0.75
    2. Provide no more parking than City Development code mandates
    3. Be consistent with the applicable Sustainable Communities Strategy
    4. Do not replace affordable housing units with a smaller number of moderate or high-income residential units

    Based on the evaluation tool, several Assessor's Parcel Numbers in the TAZ would meet the Transit Priority Area screening. The Downtown West PUD would ensure during development plan review that individual projects would also meet the conditions for floor area ratio, parking, consistency with Sustainable Communities Strategy, and not replacing affordable housing units, as outlined above.

2. **Low VMT Area Screening:** Projects are presumed to result in less-than-significant VMT impacts if located in low VMT-generating model TAZs. These TAZs generate total daily VMT per service population that is less than the baseline level for the City's buildout. Based on

[2] San Bernardino County Transportation Authority VMT Screening Tool accessed at https://sbcta.maps.arcgis.com/apps/webappviewer/index.html?id=779a71bc659041ad995cd48d9ef4052b

the evaluation tool, several project Assessor's Parcel Numbers are within a low VMT-generating area and would meet this screening criterion.

3. **Project Type Screening:** Projects that meet the criteria described below can be screened from further VMT review and are presumed to have a less-than-significant impact:
   - Residential, office, retail or a mix of these land uses within 0.5 miles of an existing major transit stop
   - Local-serving retail uses not greater than 50,000 square feet in size;
   - Projects with a Neighborhood Commercial TOP 2050 Land Use designation
   - Redevelopment of a site to a residential or office that would generate fewer VMT than the existing use

Each project within the Downtown West PUD is likely to meet one of the above-mentioned screening criteria and therefore it is anticipated to have a less than significant VMT impact. If the screening criteria is not met, the applicant would need to submit project level VMT analysis and additional mitigation to mitigate impacts. Therefore, the Downtown West PUD would not conflict or be inconsistent with CEQA Guidelines Sections 15064.3(b)(1) and 15064.3(b)(3), and impacts would be less than significant.

c) Would the project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

Less-than-Significant Impact. The Downtown West PUD proposes to redevelop several existing residential and commercial parcels; however, it does not propose any new roads or intersections. Individual projects including residential and commercial development would be subject to, and designed in accordance with, City standards and specifications that address potential design hazards including sight distance, driveway placement and access, and signage and striping. Additionally, any new improvements to roadway facilities associated with individual projects would be constructed based on design and access standards consistent with the City's Traffic and Transportation Guidelines (City of Ontario 2020b).

During construction, if any temporary road closures are anticipated, the contractor will implement a traffic control plan (if required) and standard construction management practices to maintain access for all road users and emergency vehicles. As such, traffic from the project entering and exiting the individual sites would be able to do so safely at the driveways. Therefore, the Downtown West PUD would not substantially increase hazards due to a roadway design feature or introduce incompatible uses. Impacts would be less than significant.

d) Would the project result in inadequate emergency access?

Less-than-Significant Impact. The proposed Downtown West PUD does not propose any new roadways or intersections, and it would not include any standards that would result in inadequate emergency access. The individual project design and access details such as new or modified driveway locations or curb cuts are unknown at the time of this writing. Therefore, this document does not consider impacts to emergency access to properties in the PUD project area or particular streets along which parcels have been identified for development. The Downtown West PUD may allow for

greater densities than are currently allowed as proposed in the plan, policies, and zoning standards for Downtown and would facilitate temporary construction activities within the area, which could temporarily result in impacts to the circulation system. The individual projects would be designed and constructed to local standards and comply with the fire code and emergency access requirements of the fire department. Upon completion, the projects or parcels would continue to be accessible via existing or new driveways along streets in the Downtown area. Therefore, the construction or operation of the proposed Downtown West PUD would not result in inadequate emergency access, and impacts would be less than significant.

Tribal Cultural Resources

Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k)?

Less-than-Significant Impact. A Native American Heritage Commission (NAHC) record search for the Sacred Lands File (SLF) for the Downtown West PUD was negative for known Native American heritage resources within the PUD project area. Therefore, the Downtown West PUD would not adversely affect tribal cultural resources (TCRs) that are listed or eligible for listing in the state or local register. Impacts would be less than significant.

b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1? In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.

Less-than-Significant Impact with Mitigation Incorporated. The SLF is maintained by the NAHC and represents a curation of "sacred lands" or TCRs provided by tribal entities and Native American representatives. While the NAHC SLF records search results were negative for known Native American heritage resources within the PUD project area, for various reasons, tribal entities and Native American representatives do no not always report sacred lands or TCRs to the NAHC. As such, the NAHC's SLF is not a comprehensive list, and searches of the SLF must be considered in concert with other research and not used as a sole source of information regarding the presence of TCRs or cultural resources. The NAHC provided a list of 20 individuals/tribal entities who would potentially have specific knowledge as to whether or not other cultural resources are identified within the PUD project area that could be at risk. Future development facilitated by the Downtown West PUD would be required to undergo project-specific tribal consultation.

The City sought to enter into tribal consultation with all tribes listed as a result of the NAHC records request. Two tribes, the Gabrieleno Band of Mission Indians – Kizh Nation and the San Manuel Nation, requested consultation. Information was provided that the PUD project area exists within Serrano ancestral territory. There were no concerns with the Downtown West

PUD's implementation; however, mitigation measures were requested. MM-CUL-4, MM-CUL-5, MM-CUL-6, MM-TCR-1, and MM-TCR-2 are provided below.

In addition, in an abundance of caution and in an effort to protect unknown TCRs, the City has developed Standard Conditions of Approval (City Council Resolution No. 2010-021) to ensure the proper treatment of unknown subsurface cultural and tribal cultural resources in the event of an inadvertent discovery. Significant impacts are not expected. However, City-to-tribal government consultation pursuant to AB 52 and SB 18 will continue for future projects as required by state laws.

MM-CUL-4.

In the event that cultural resources are discovered during project activities, all work in the immediate vicinity of the find (within a 60-foot buffer) shall cease and a qualified archaeologist meeting Secretary of Interior standards shall be hired to assess the find. Work on the other portions of the project outside of the buffered area may continue during this assessment period. Additionally, the Yuhaaviatam of San Manuel Nation Cultural Resources Department (YSMN) shall be contacted, as detailed within TCR-1, regarding any pre-contact finds and be provided information after the archaeologist makes his/her initial assessment of the nature of the find, so as to provide Tribal input with regards to significance and treatment.

MM-CUL-5.

If significant pre-contact and/or historic-era cultural resources, as defined by CEQA (as amended, 2015), are discovered and avoidance cannot be ensured, the archaeologist shall develop a Monitoring and Treatment Plan, the drafts of which shall be provided to YSMN for review and comment, as detailed within TCR-1. The archaeologist shall monitor the remainder of the project and implement the Plan accordingly.

MM-CUL-6.

If human remains or funerary objects are encountered during any activities associated with the project, work in the immediate vicinity (within a 100-foot buffer of the find) shall cease and the County Coroner shall be contacted pursuant to State Health and Safety Code §7050.5 and that code enforced for the duration of the project.

MM-TCR-1.

The Yuhaaviatam of San Manuel Nation Cultural Resources Department (YSMN) shall be contacted, as detailed in CR-1, of any pre-contact cultural resources discovered during project implementation, and be provided information regarding the nature of the find, so as to provide Tribal input with regards to significance and treatment. Should the find be deemed significant, as defined by CEQA (as amended, 2015), a cultural resources Monitoring and Treatment Plan shall be created by the archaeologist, in coordination with YSMN, and all subsequent finds shall be subject to this Plan. This Plan shall allow for a monitor to be present that represents YSMN for the remainder of the project, should YSMN elect to place a monitor on-site.

MM-TCR-2.

Any and all archaeological/cultural documents created as a part of the project (isolate records, site records, survey reports, testing reports, etc.) shall be supplied to the applicant and Lead Agency for dissemination to YSMN. The Lead Agency and/or applicant shall, in good faith, consult with YSMN throughout the life of the project.

Note: Yuhaaviatam of San Manuel Nation realizes that there may be additional tribes claiming cultural affiliation to the area; however, Yuhaaviatam of San Manuel Nation can only speak for itself. The Tribe has no objection if the agency, developer, and/or archaeologist wishes to consult with other tribes in addition to YSMN and if the Lead Agency wishes to revise the conditions to recognize additional tribes.

Utilities and Service Systems

a) Would the project require or result in the relocation or construction of new or expanded water, waste water treatment, or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?

Less-than-Significant Impact. The Downtown West PUD would contain guidelines for development and private investments, public realm improvements, and activations and art. Development facilitated by the Downtown West PUD would connect to the existing water, wastewater treatment, stormwater drainage, electric power, natural gas, and telecommunications facilities surrounding the PUD project area. Construction impacts, such as ground disturbance, to make these utility connections could result in minimal impacts to soil such as soil displacement, erosion, or runoff; however, implementation of BMPs would minimize the amount of erosion and/or siltation that would have the potential to occur during construction. Impacts would be less than significant.

b) Would the project have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?

Less-than-Significant Impact. Residential development facilitated by the Downtown West PUD would result in an increase in residential uses and therefore an increase in water usage. The City is served by the Ontario Municipal Utilities Company and IEUA. The IEUA and the cities within its service area plan for increased demand with future development (City of Ontario 2022a). In addition, the PUD project area is primarily developed; therefore, development facilitated by the Downtown West PUD would be served by existing water infrastructure.

The Downtown West PUD would comply with TOP 2050 Policy LU-1.3, requiring adequate infrastructure and services for all development, and Policy LU-4, requiring that the necessary infrastructure and services be in place prior to or concurrently with development. The purpose of Policies ER-1.1 through ER-1.5 are to ensure that water supplies and demands in the City are met (City of Ontario 2023a). The Downtown West PUD is consistent with the land uses and projected growth in TOP 2050; therefore, sufficient water supplies would be available to serve the PUD project area and reasonably foreseeable future development during normal, dry, and multiple dry years. Impacts would be less than significant.

c) Would the project result in a determination by the waste water treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

Less-than-Significant Impact. The proposed Downtown West PUD would be consistent with the approved TOP 2050, which accounts for buildout at the PUD project area. IEUA has two facilities that serve the City: Regional Water Recycling Plant No. 1 (RP-1) and Regional Water Recycling Plant No. 5 (RP-5). RP-5 is currently under expansion and expected to be completed in 2025 (City of Ontario 2022a). Therefore, with the expanded future wastewater capacity of the City, development under the Downtown West PUD is not expected to exceed wastewater capacity, and impacts would be less than significant.

d) Would the project generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

Less-than-Significant Impact. Development facilitated by the Downtown West PUD would comply with Section 4.408 of the 2022 CALGreen building code, which requires that at least 65% of nonhazardous construction and demolition waste from nonresidential construction operations be recycled and/or salvaged for reuse. Development would also comply with AB 341, which mandates recycling for commercial and multifamily residential land uses. In accordance with AB 1826, future businesses that generate organic waste in amounts over a certain threshold would be mandated to recycle organic matter (City of Ontario 2022a). As such, the Downtown West PUD would not impair the attainment of solid waste reduction goals.

In addition, the Downtown West PUD would comply with TOP 2050 Policies ER-2.1, ER-2.2, and ER-2.3, which describe a cost-effective, integrated waste management system that meets or exceeds state and federal recycling and waste diversion mandates through meeting or exceeding AB 939 requirements, prohibiting the disposal of hazardous and electronic waste into the municipal waste stream, and purchasing recycled-content products (City of Ontario 2023a). With compliance of the applicable regulations, the Downtown West PUD impacts would be less than significant.

e) Would the project comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

No Impact. The proposed Downtown West PUD would result in new development that would generate an increased amount of solid waste. As described above, development would be required to comply with the 2022 CALGreen building code, AB 341, and AB 1826. The Downtown West PUD would be consistent with all state regulations, as ensured through the City's development project permitting process. Therefore, the proposed Downtown West PUD would comply with all solid waste statutes and regulations, and impacts would not occur.

Wildfire

a) Would the project substantially impair an adopted emergency response plan or emergency evacuation plan?

Less-than-Significant Impact. The City has prepared the 2018 Hazard Mitigation Plan with the intent of reducing and/or eliminating loss of life and property from natural hazards. The City is located in a Local Responsibility Area. Fire protection for the City is the responsibility of the Ontario Fire Department. The Ontario Fire Department consists of 10 fire stations located throughout the City (City of Ontario 2018). The closest fire station is located approximately 0.3 miles east of the PUD project area. Additionally, the City provides disaster preparedness and outlines hazard specific preparation through the ReadyOntario website (City of Ontario 2023c). Title 9 of the Municipal Code provides development standards and fire reduction strategies including providing for fire access roads, maintaining a defensible space of non-combustible vegetation around structures, and installing indoor sprinkler systems (City of Ontario 2018). The PUD project area is not located in a Fire Hazard Severity Zone, as shown in TOP 2050 Figure S-05, Fire Hazard Severity Zones (City of Ontario 2023a); is served by a nearby fire station; and would comply with the fire regulations and standards outlined in the Hazard Mitigation Plan and Municipal Code. Therefore, impacts would be less than significant.

b) Due to slope, prevailing winds, and other factors, would the project exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?

Less-than-Significant Impact. The PUD project area is not located in a Fire Hazard Severity Zone, as shown in TOP 2050 Figure S-05, Fire Hazard Severity Zones. However, Santa Ana winds and commercial and industrial facilities could increase the possibilities of fires in the City. Goals and policies in TOP 2050 are aimed at reducing the risks of damage due to fires. Implementation of the CFC and CBC (Policy S-3.1), maintenance of fire and emergency medical services (Policy S-3.3), designing new development with fire prevention considerations (Policy S-3.8), and other measures listed in TOP 2050 would reduce the risk of fire in the City (City of Ontario 2023a). With adherence to the CFC, CBC, and TOP 2050, the Downtown West PUD would not exacerbate risk or result in post-wildfire hazards. Impacts would be less than significant.

c) Would the project require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines, or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?

Less-than-Significant Impact. As previously discussed, the Downtown West PUD would not exacerbate fire risk. Construction facilitated by the Downtown West PUD would comply with CFC requirements to manage and minimize fire risk during construction. Operation of the proposed development would not contain potential sources for fire risk. As such, the Downtown West PUD would not result in installation or maintenance of associated infrastructure that may exacerbate fire risk. Impacts would be less than significant.

d) Would the project expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

Less-than-Significant Impact. As previously described, the PUD project area is not located in a Fire Hazard Severity Zone or a Federal Emergency Management Agency Flood Zone and is located in a flat, developed area of the City (City of Ontario 2023a). In addition, the Downtown West PUD would not substantially alter the drainage of the existing site, as the site is mostly developed or paved and connected to existing stormwater systems. Therefore, the Downtown West PUD would not expose people or structures to significant risks from post-fire slope instability or drainage changes. Impacts would be less than significant.

Mandatory Findings of Significance

a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?

Less-than-Significant Impact with Mitigation Incorporated. The PUD area is an urban redevelopment area. Potential impacts related to sensitive and special-status habitat, wildlife species, and plant species are discussed in the Biological Resources section. As discussed in the Biological Resources section, impacts to biological resources would be less than significant. The proposed Downtown West PUD would not substantially degrade the quality of the environment or impact fish or wildlife species or plant communities. As discussed in the Cultural Resources section, potential impacts to cultural resources would be reduced to a level below significance with incorporation of mitigation measures. In addition, as discussed in the Tribal Cultural Resources section, the Downtown West PUD would not result in impacts to TCRs. The proposed Downtown West PUD would not eliminate important examples of the major periods of California history or prehistory. Overall, impacts would be less than significant with incorporation of MM-CUL-1, MM-CUL-2, and MM-CUL-3 and MM-TCR-1 and MM-TCR-2.

b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)

Less-than-Significant Impact with Mitigation Incorporated. As indicated in the analysis presented throughout this MND, the proposed Downtown West PUD would not result in significant and unavoidable impacts in any issue area. MM-CUL-1, MM-CUL-2, MM-CUL-3, MM-CUL-4, MM-CUL-5, MM-CUL-6, MM-TCR-1, MM-TCR-2, MM-NOI-1, and MM-NOI-2 would reduce impacts to below a level of significance.

The proposed Downtown West PUD does not propose development, rather it would facilitate future development and improvements in the PUD project area through design guidelines and standards. Cumulative projects would be analyzed at the time that development facilitated by the Downtown West PUD are proposed.

c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

Less-than-Significant Impact with Mitigation Incorporated. The potential for adverse direct or indirect impacts to human beings was considered throughout this MND. Based on this evaluation, there is no substantial evidence that construction or operations facilitated by the Downtown West PUD with the proposed mitigation measures incorporated would result in a substantial adverse effect on human beings. Impacts would be less than significant with incorporation of mitigation measures.

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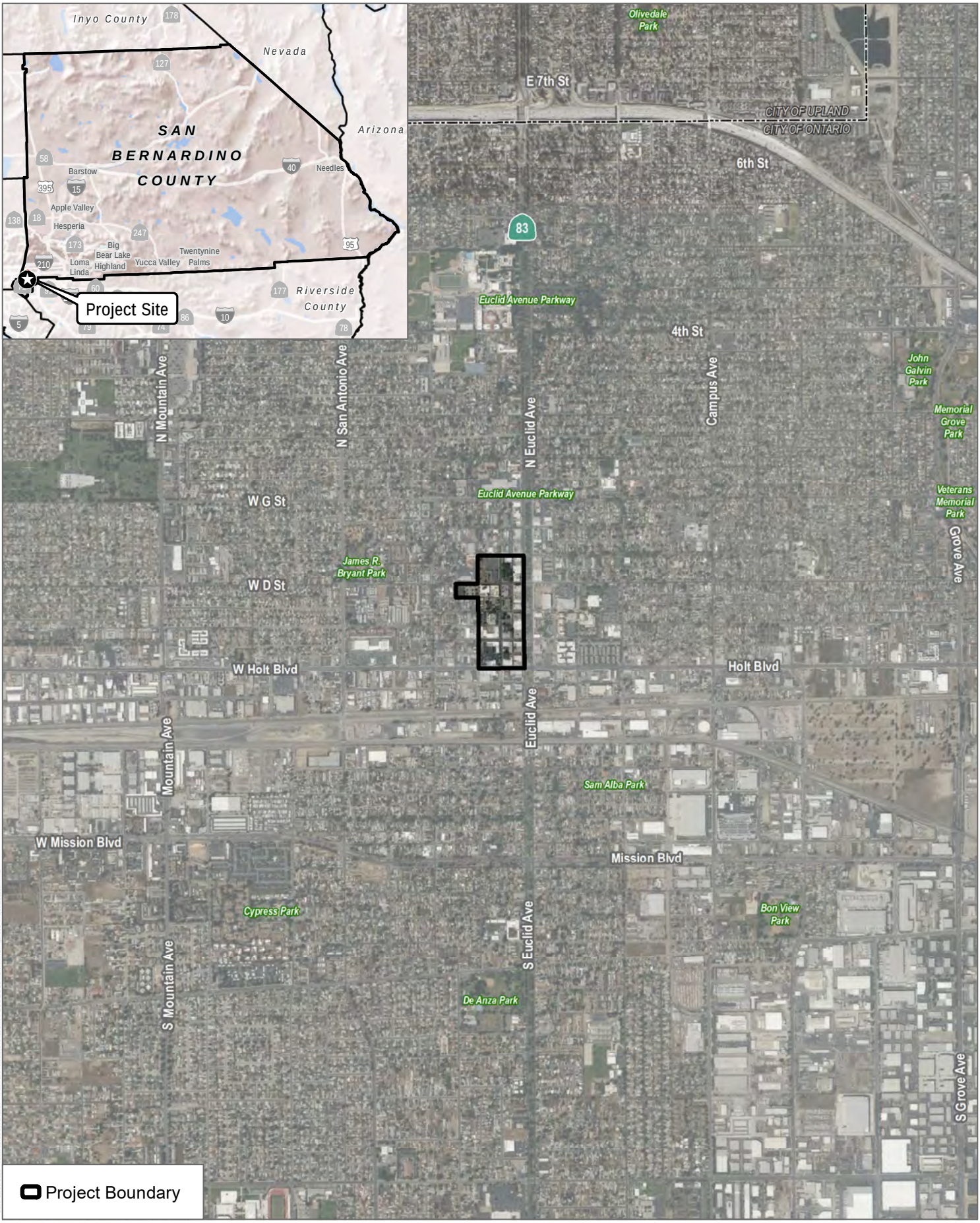


SOURCE: Bing Imagery 2023, Open Street Maps 2019

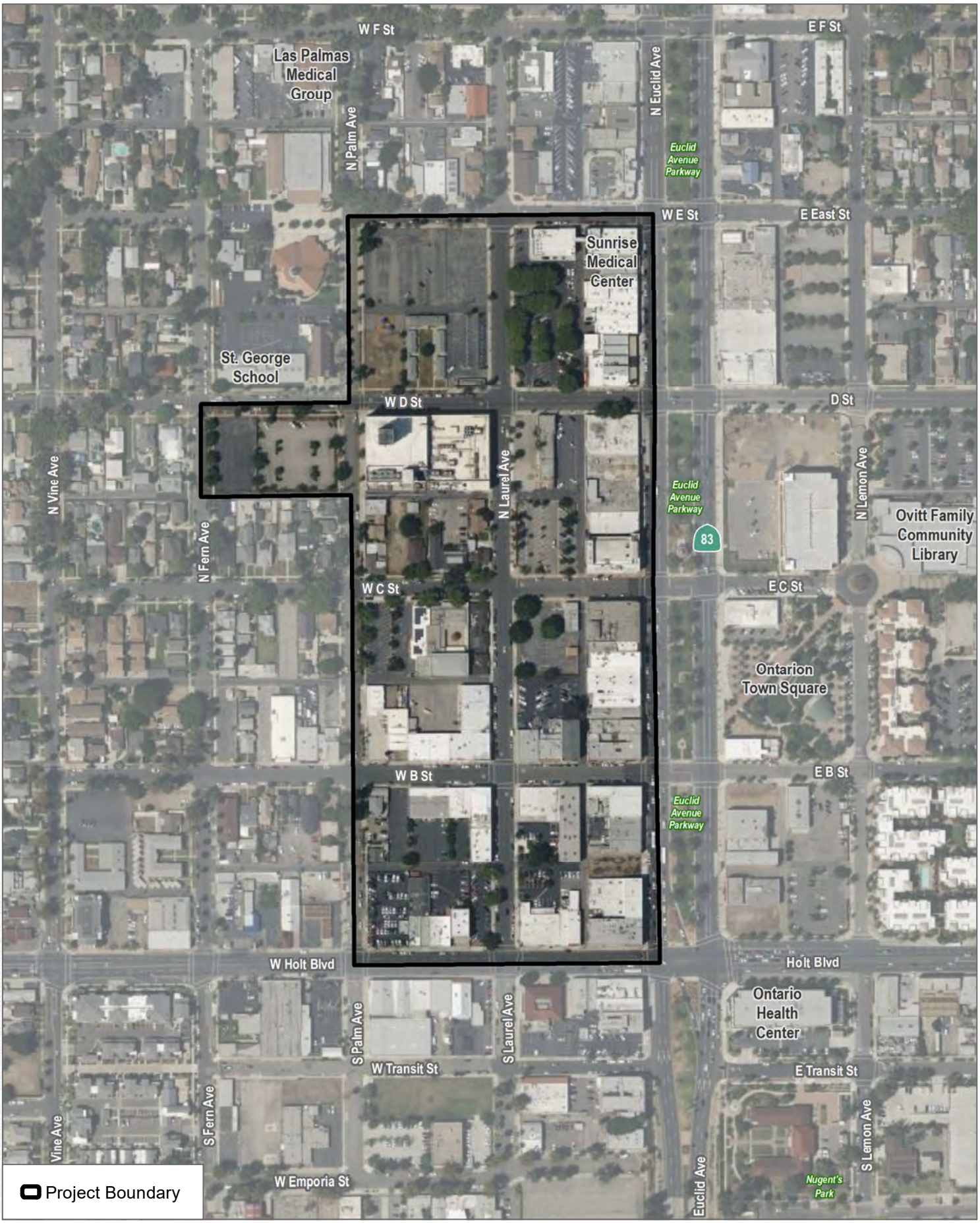
DUDEK

0 1,000 2,000 Feet

FIGURE 1

Regional Location

Downtown Wes



SOURCE: Bing Imagery 2023, Open Street Maps 2019

DUDEK

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FIGURE 2

PUD Project Area

Downtown Wes

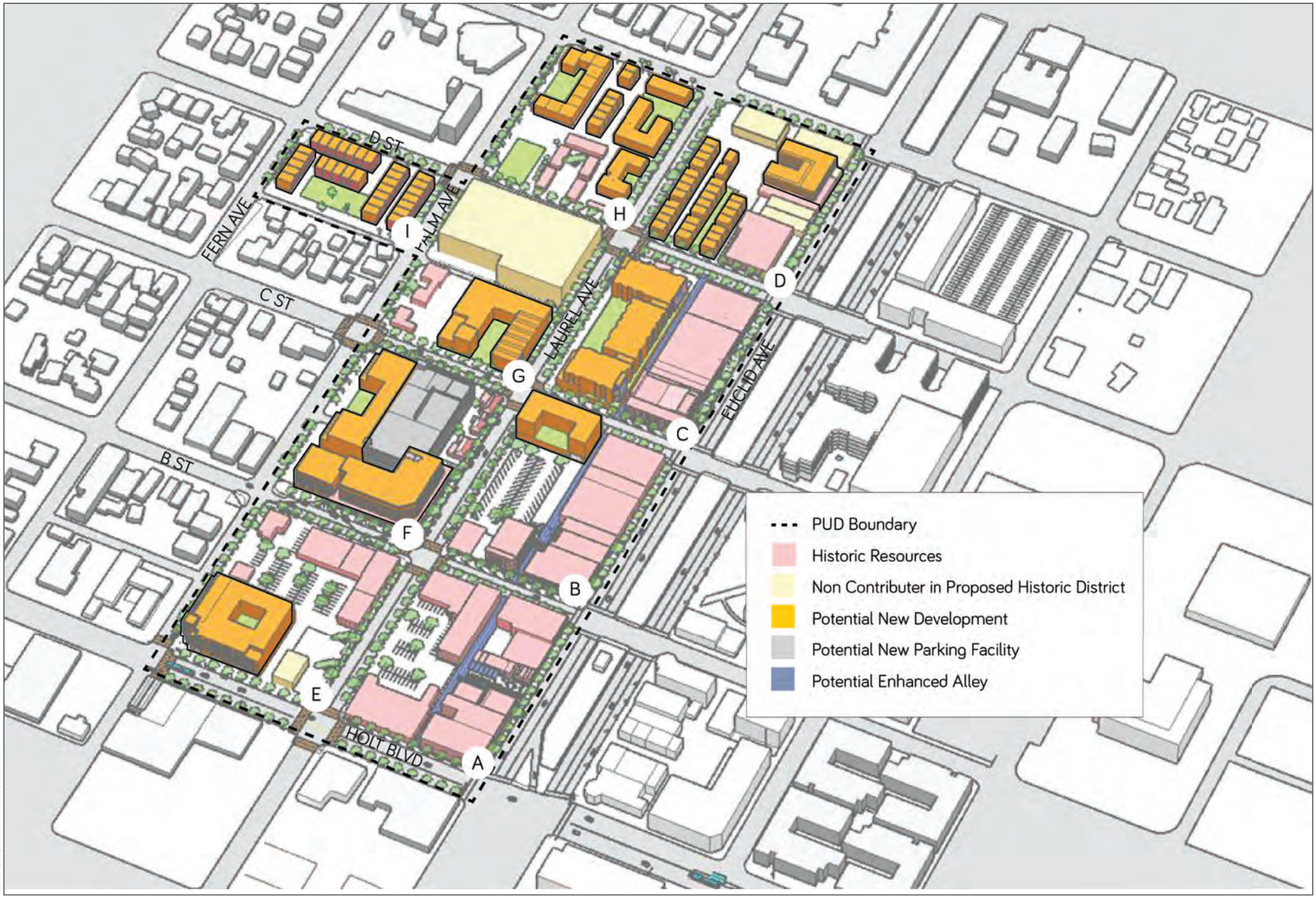

FIGURE 3
Site Plan

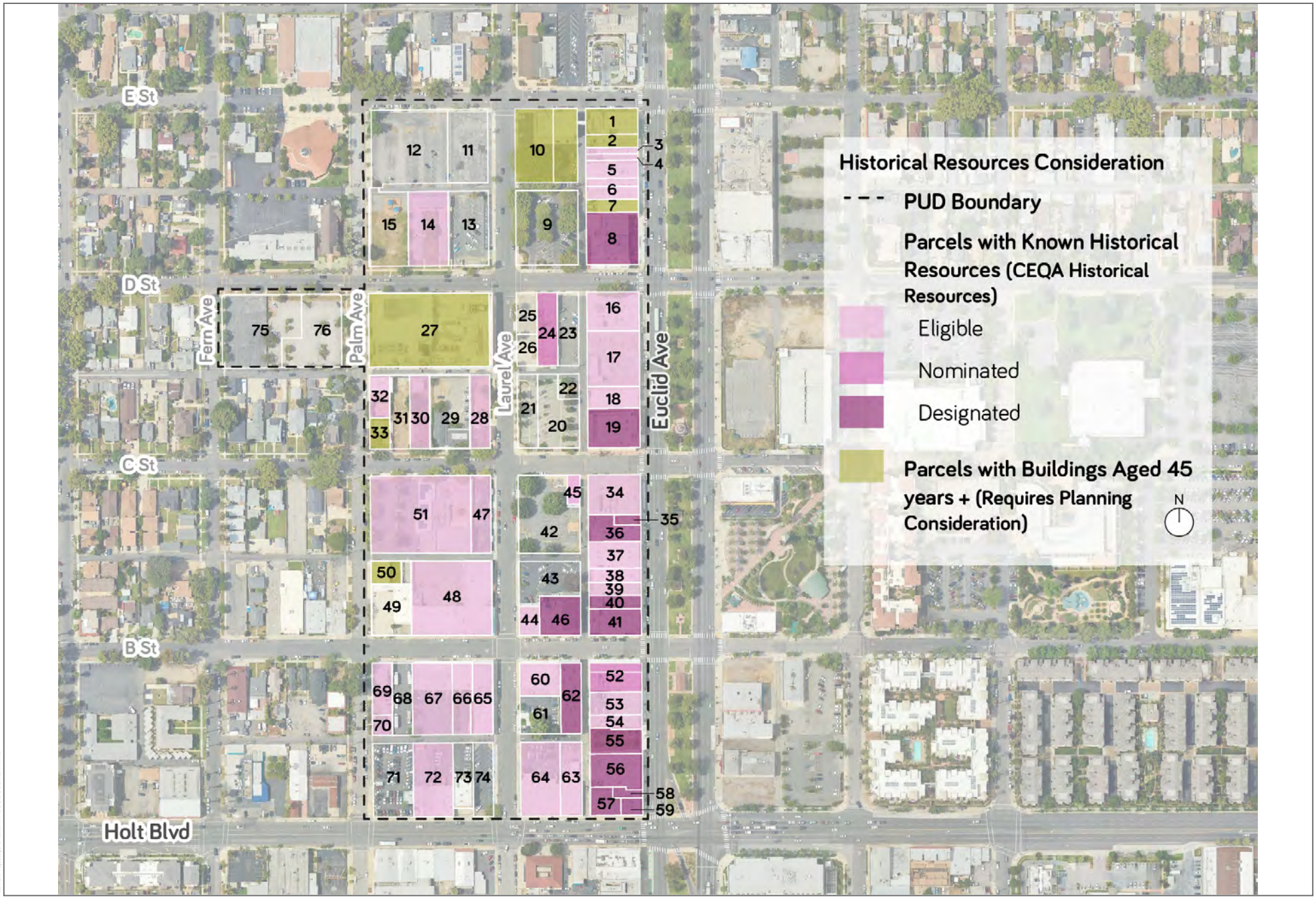

FIGURE 4
PUD Project Area Historic Resources

RESOLUTION NO. PC24-015

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

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

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

WHEREAS, the properties to the north of the Project site is within the OL (Office Low Intensity) and MU-1(Mixed Use Downtown) zoning districts and is developed with

office, retail and residential uses. The properties to the east and south are within the MU-1 (Mixed Use Downtown) zoning district which are developed with office, retail and residential. The properties to the west are located within the MDR-11 (Medium Density Residential) HDR-45 (High Density Residential) and are developed with a school, church, and multiple-family and single family residential; and

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

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

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

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

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

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

(landscape and enhanced paving) that collectively creates a lively and dynamic atmosphere; and

WHEREAS, the Downtown Mixed-Use Transitional (MU-T) zone is comprised of 4 city blocks (Blocks E- H), bordered by Laurel Avenue to the east, Palm Avenue to the west, D street to the north and Holt Boulevard to the south and is envisioned to enable a mix of commercial uses, a variety of multiple-family residential housing types, and mixed use development; and

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

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

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

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

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

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

(a) Create an architectural character that reflects the various styles within the historic downtown. New buildings should appear to fit in contextually with

existing historic buildings by using similar proportions, articulation, building details and building material.

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

(c) Create compatibility between the mixed-use, residential and commercial architecture within the downtown area; the introduction of unifying elements such as similar materials and colors should be considered; however, “sameness” is discouraged; and

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

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

WHEREAS, the Application is a project pursuant to the California Environmental Quality Act, commencing with Public Resources Code Section 21000 (hereinafter referred to as "CEQA"); and

WHEREAS, an initial study has been prepared which analyzed the environmental impacts of the proposed Project. On the basis of the initial study, which indicated that all potential environmental impacts from the Project were less than significant or could be mitigated to a level of insignificance, an Initial Study/Mitigated Negative Declaration (hereinafter referred to as "MND") and Mitigation Monitoring and Reporting Program (hereinafter referred to as "MMRP") were prepared pursuant to CEQA, the State CEQA Guidelines and the City of Ontario Local CEQA Guidelines; and

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

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

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

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

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

WHEREAS, on May 28, 2024, the Planning Commission of the City of Ontario conducted a hearing to consider the MND and MMRP, and the Project and concluded said hearing on that date; and

WHEREAS, as the first action on the Project, on May 28, 2024 the Planning Commission approved a resolution recommending to City Council the adoption of a MND and MMRP, each prepared pursuant to CEQA, the State CEQA Guidelines, and the City of Ontario Local CEQA Guidelines, which indicated that all potential environmental impacts from the Project were less than significant or could be mitigated to a level of significance, and concluded said hearing on that date; and

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

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

SECTION 1: ***Housing Element Compliance.*** Pursuant to the requirements of California Government Code Chapter 3, Article 10.6, commencing with Section 65580, as the recommending authority for the Project, the Planning Commission finds that based on the facts and information contained in the Application and supporting documentation, at the time of Project implementation, the Project is consistent with the Housing Element of the Policy Plan (general plan) component of The Ontario Plan, as the project site is not

one of the properties in the Housing Element Sites Inventory contained in Tables B-1 and B-2 of the Housing Element Technical Report.

SECTION 2: ***Airport Land Use Compatibility Plan ("ALUCP") Compliance.*** The California State Aeronautics Act (Public Utilities Code Section 21670 et seq.) requires that an Airport Land Use Compatibility Plan be prepared for all public use airports in the State; and requires that local land use plans and individual development proposals must be consistent with the policies set forth in the adopted Airport Land Use Compatibility Plan.

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

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

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

(2) ***The proposed PUD, or amendment thereto, would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City.*** The Planning Commission has required certain safeguards through conditions of approval, which have been established to ensure that: [i] the purposes of the Planned

Unit Development are maintained; [ii] the project will not endanger the public health, safety or general welfare; [iii] the project will not result in any significant environmental impacts; [iv] the project will be in harmony with the area in which it is located; and [v] the project will be in full conformity with the Vision, City Council Priorities and Policy Plan components of The Ontario Plan.

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

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

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

SECTION 4: ***Planning Commission Action.*** Based upon the findings and conclusions set forth in Sections 1 through 3, above, the Planning Commission hereby RECOMMENDS THE CITY COUNCIL APPROVE the herein described Application, subject to each and every condition set forth in the Department reports attached hereto as "Attachment A," and incorporated herein by this reference.

SECTION 5: ***Indemnification.*** The Applicant shall agree to defend, indemnify and hold harmless, the City of Ontario or its agents, officers, and employees from any claim, action or proceeding against the City of Ontario or its agents, officers or employees to attack, set aside, void, or annul this approval. The City of Ontario shall promptly notify the applicant of any such claim, action, or proceeding, and the City of Ontario shall cooperate fully in the defense.

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

SECTION 7: ***Certification to Adoption.*** The Secretary shall certify to the adoption of the Resolution.

- - - - - - - - - - - - - -

The Secretary Pro Tempore for the Planning Commission of the City of Ontario shall certify as to the adoption of this Resolution.

I hereby certify that the foregoing Resolution was duly and regularly introduced, passed and adopted by the Planning Commission of the City of Ontario at a regular meeting thereof held on the 28th day of May 2024, and the foregoing is a full, true and correct copy of said Resolution, and has not been amended or repealed.

Nicola Ricci
Planning Commission Chairperson

ATTEST:

Henry K. Noh
Planning Director and
Secretary to the Planning Commission

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

I, Gwen Berendsen, Secretary Pro Tempore of the Planning Commission of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. PC24-015, was duly passed and adopted by the Planning Commission of the City of Ontario at their regular meeting held on May 28, 2024, by the following roll call vote, to wit:

AYES: Anderson, DeDiemar, Del Turco, Lampkin, Ricci

NOES: None

ABSENT: Dean, Gage

ABSTAIN: None

Gwen Berendsen
Secretary Pro Tempore

ATTACHMENT A:

File No. PUD23-004
Downtown West Planned Unit Development

(PUD to follow this page)

Downtown West Planned Unit Development
DRAFT

MAY 2024

Prepared for:

CITY OF ONTARIO

Prepared by:

DUDEK

studioneleven

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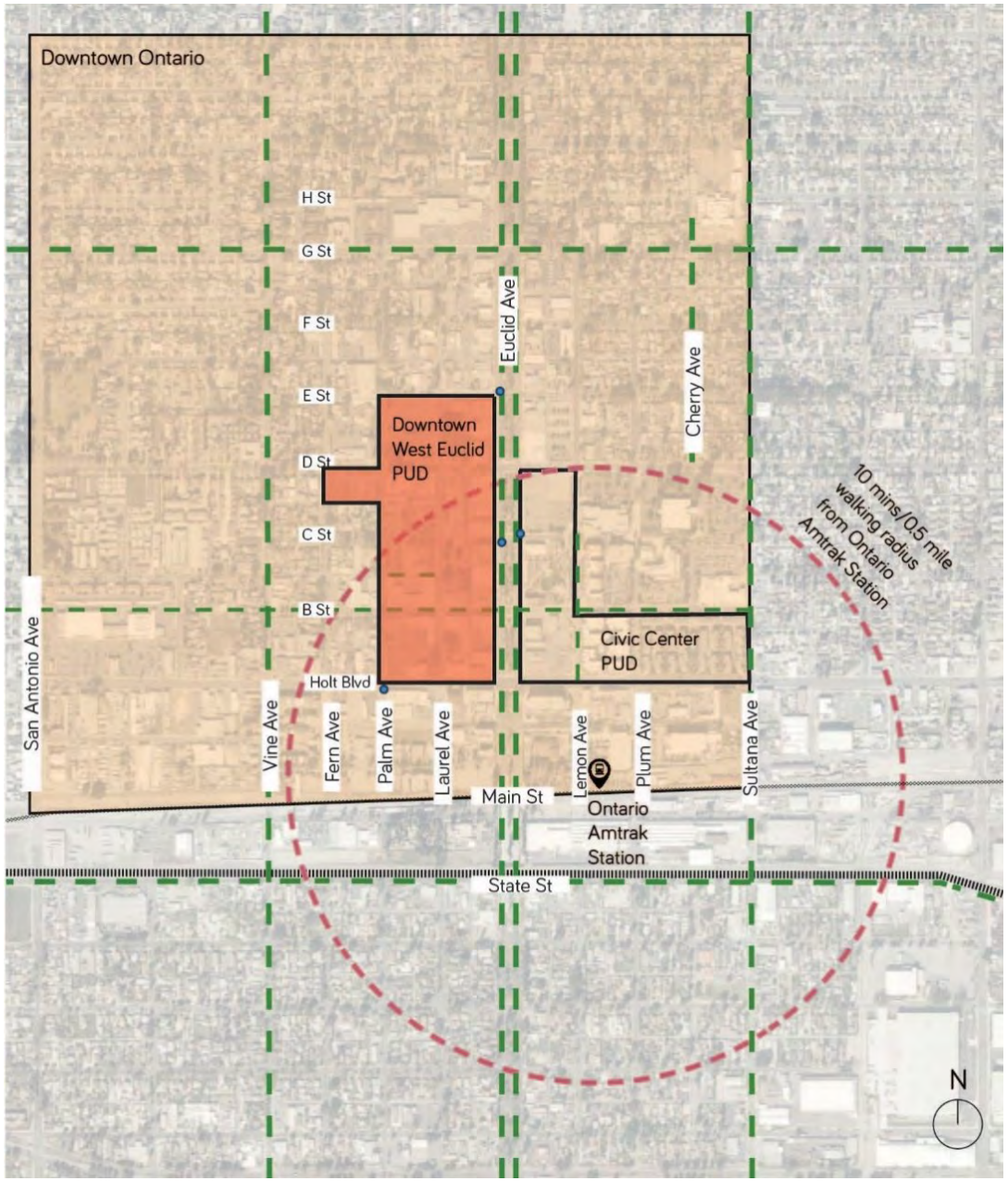
1 Introduction

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

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

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

Map 1: PUD Area Vicinity Map



Map 2: PUD Area Location Map



1.1 The Ontario Plan (TOP) 2050 Objectives

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

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

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

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



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

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

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

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

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

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

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

Vision: Distinctive Development - Development Quality

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

Vision: Distinctive Development - Leisure and Cultural Activities

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

Policy Plan (General Plan)

Land Use Element

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

Housing Element

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

Parks and Recreation Element

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

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

Community Economics Element

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

Safety Element

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

Community Design Element

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

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

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

- Goal CD-3 Urban, Mixed Use, and Transit-Oriented Place Types: Vibrant urban environments that are organized around intense buildings, pedestrian and transit areas, public plazas, and linkages between and within developments that are conveniently located, visually appealing and safe during all hours.
  - CD-3.1: Unique Identity. We promote development that heightens the unique character and identity of each Place Type by requiring compatible land uses and land planning, site design, and building design that promotes an active public realm.

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

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

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

1.2 Background and Related Efforts

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

1.2.1 Downtown Ontario Design Guidelines

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



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

1.2.2 Downtown Civic Center Planned Unit Development

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

1.2.3 West Euclid Activation

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

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

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

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

1.2.4 Euclid Avenue Relinquishment and Historic Property Treatment and Management Plan

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

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

1.3 Community and Stakeholder Engagement

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

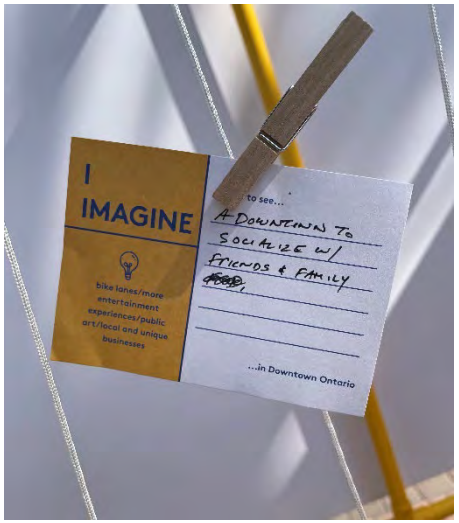
An overview of the three rounds of engagement is summarized in the following pages, along with a summary of the feedback shared by the community and stakeholders:

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









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

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

Common Themes across Engagement

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





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

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





2 Vision and Guiding Principles

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

Downtown West PUD Vision

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

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

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

GUIDING PRINCIPLES

To support the vision, the following guiding principles apply:



UNIQUE IDENTITY

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



HUMAN SCALE PUBLIC REALM

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



COMPLETE & CONNECTED NETWORK

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

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APPROPRIATE CONTEXTUAL BUILDING DESIGN & PRESERVATION

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



ACTIVE & CONTEXT-SENSITVE FRONTAGES

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



MANAGED INFRASTRUCTURE

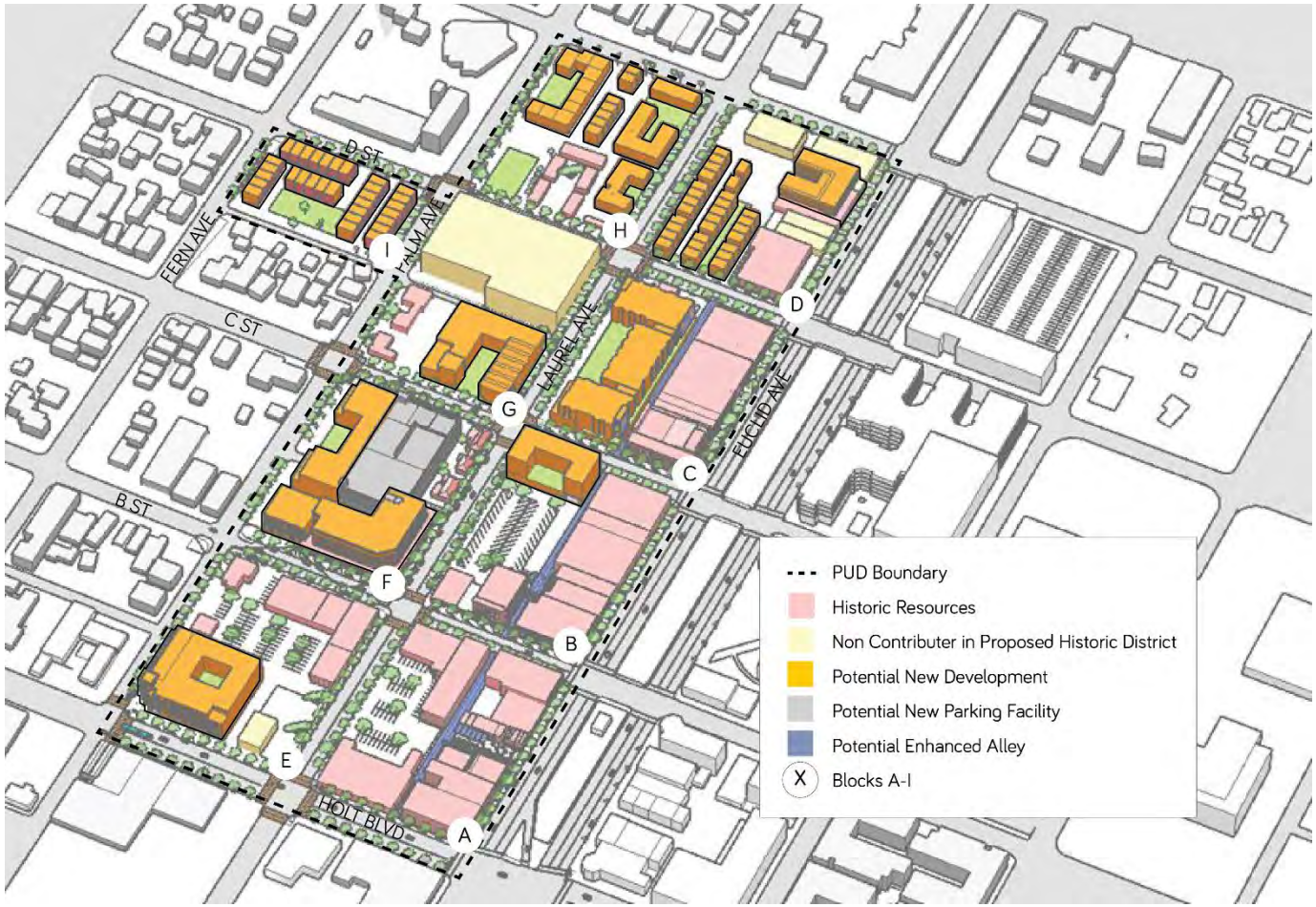
Successful downtowns require active and coordinated management of infrastructure, services, and activities, including parking, trash, public realm maintenance, special events, business recruitment, and on-going promotional activities. For Downtown Ontario, the active and coordinated management of the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



2.1 Land Use, Urban Design, and Public Realm Concept

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

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



2.1.1 Euclid Avenue

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

Existing Public Realm along Euclid Avenue



Historic Euclid Avenue

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



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

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

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

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



Local businesses with active storefronts along Euclid Avenue

Figure 2-2: Conceptual Illustration for Euclid Avenue

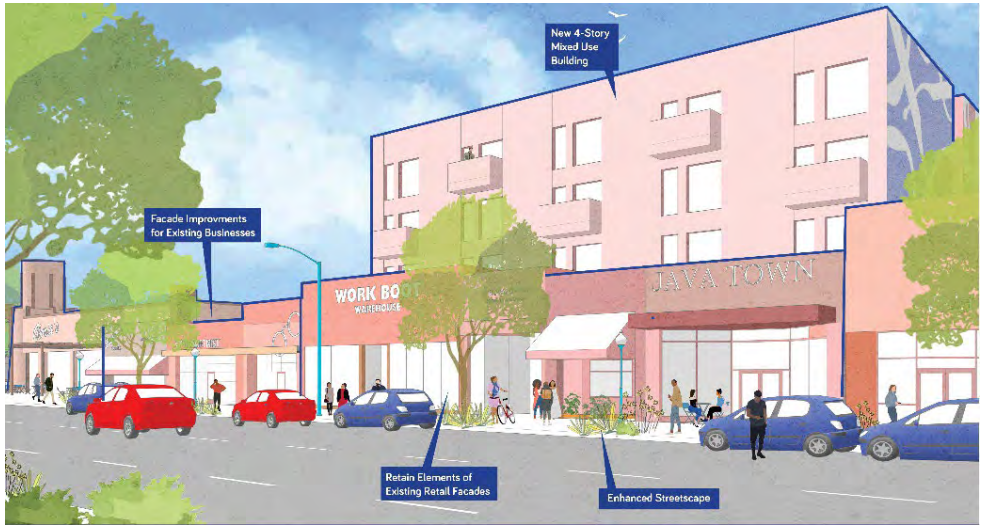
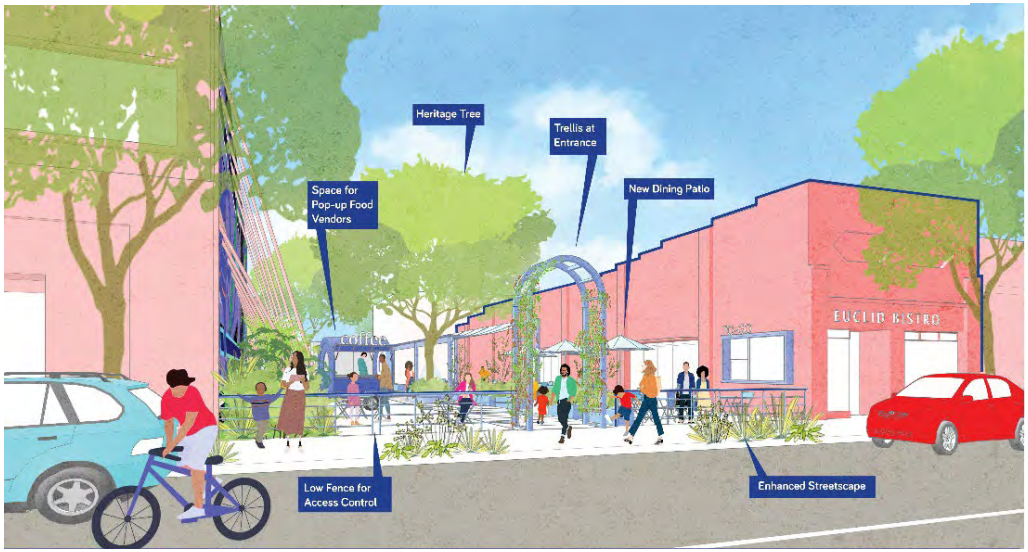


Figure 2-3: Conceptual Illustration for Euclid Avenue





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

Precedent Imagery for Euclid Avenue



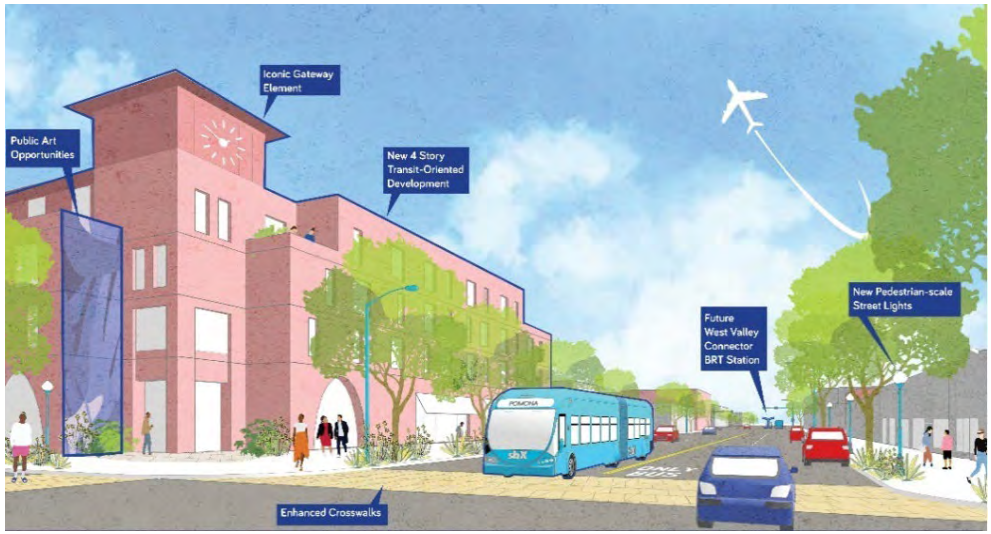


2.1.2 Holt Boulevard

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

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

Figure 2-4: Conceptual Illustration for Holt Boulevard



Precedent Imagery for Holt Boulevard



2.1.3 B Street

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

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

Existing Condition of B Street



Existing Public Realm on B Street



Precedent Imagery for B Street



Figure 2-5: Conceptual Illustration for B Street

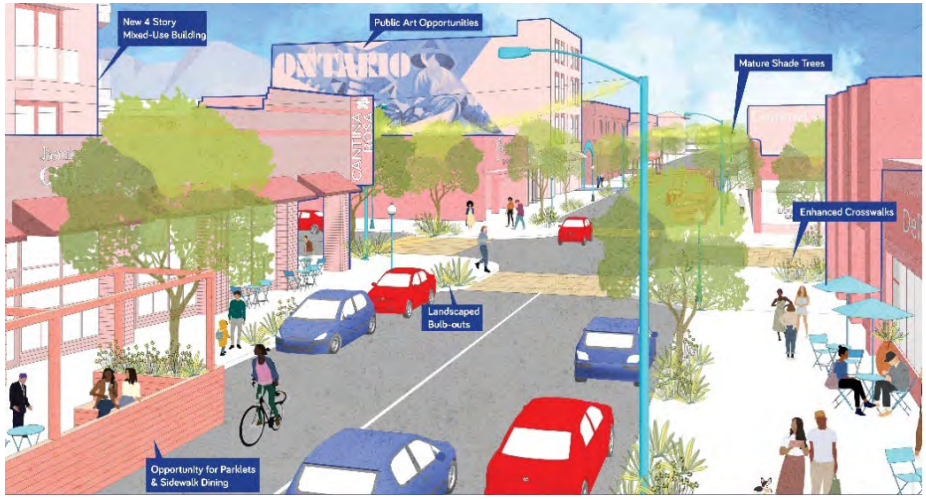


Figure 2-6: Conceptual Illustration for B Street

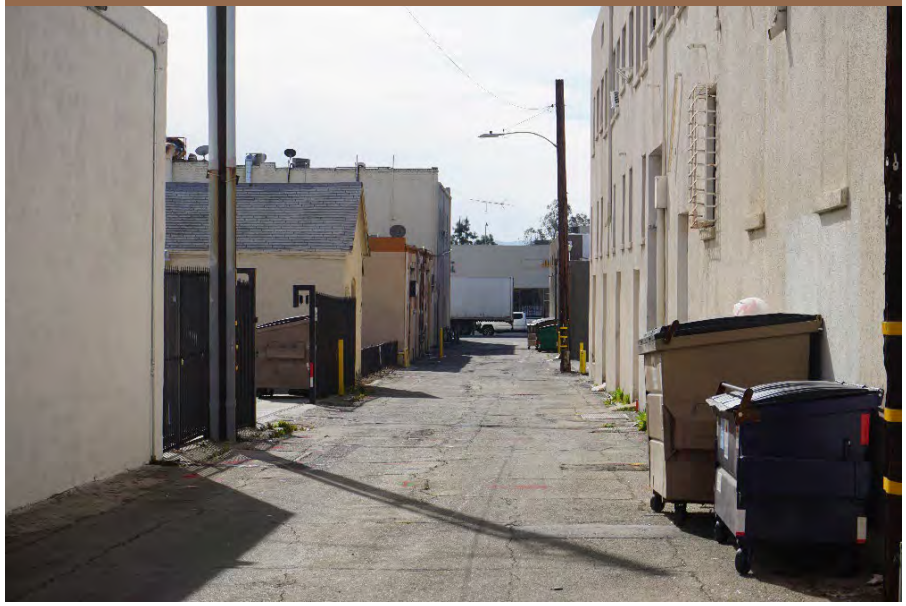


2.1.4 The Alley

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

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

Existing Condition of the Alley



Existing Alley Gateway at Holt Avenue



Figure 2-7: Conceptual Illustration for the Alley



Precedent Imagery for the Alley



Precedent Imagery for the Alley





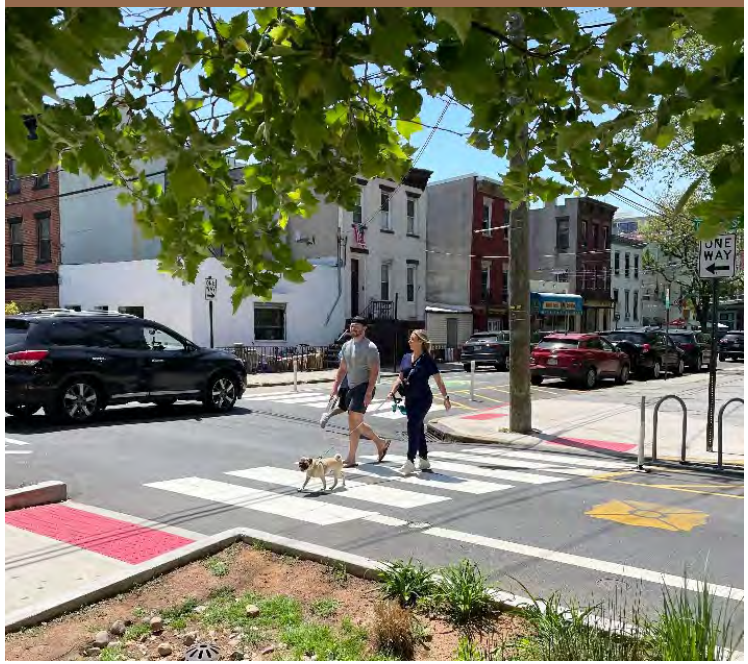
2.1.5 Laurel Avenue

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

Figure 2-8: Conceptual Illustration for Laurel Avenue



Precedent Imagery for Laurel Avenue





3 District and Block Plan

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

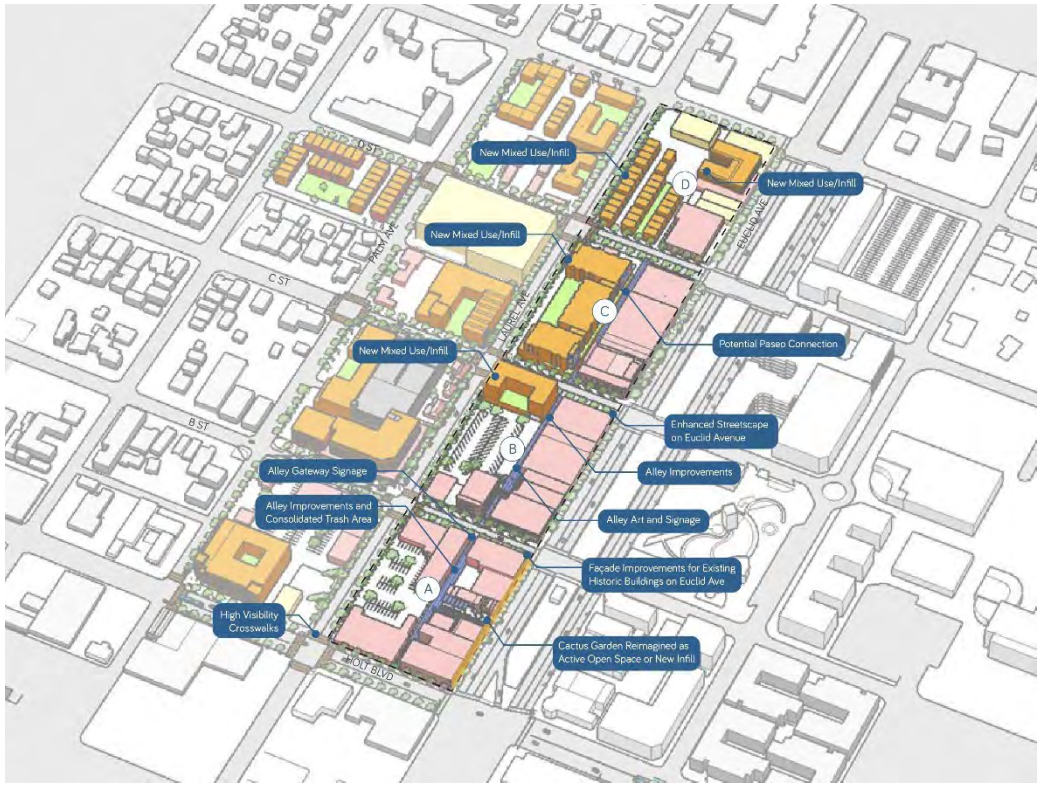
- **Downtown Mixed-Use Retail Core** sub-district encompasses Blocks A-D located between E Street to the north, Holt Boulevard to the south, Euclid Avenue to the east, and Laurel Avenue to the west.
- **Downtown Mixed-Use Transitional** sub-district encompasses Blocks E-H located between E Street to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

Map 4: PUD Sub-Districts and Blocks



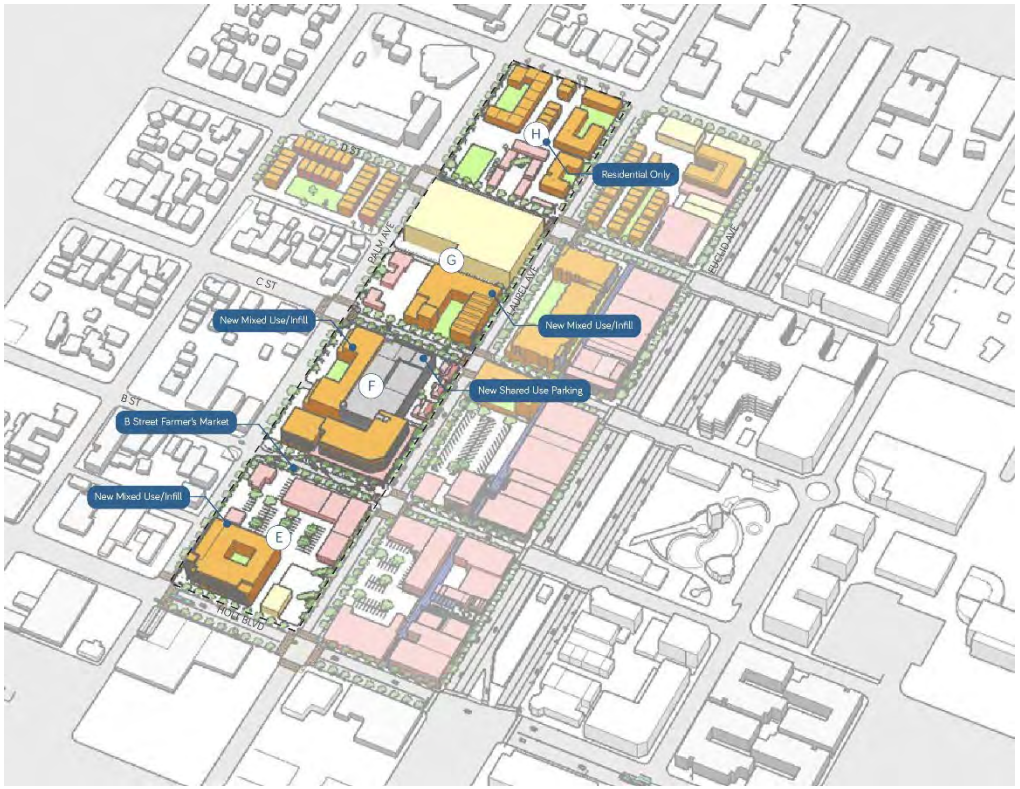
3.1 Downtown Mixed-Use Retail Core (Blocks A-D)

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



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

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



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

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

3.3 Downtown Residential (Block I)

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

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



4 Zoning and Land Use Plan

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

4.1 Zoning Districts

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

The MU-RC Zone intends to:

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

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

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









4.1.2 Downtown Mixed-Use Transitional (MU-T)

The MU-T Zone intends to:

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

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

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

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



4.1.3 Downtown Residential (DR)

The DR Zone intends to:

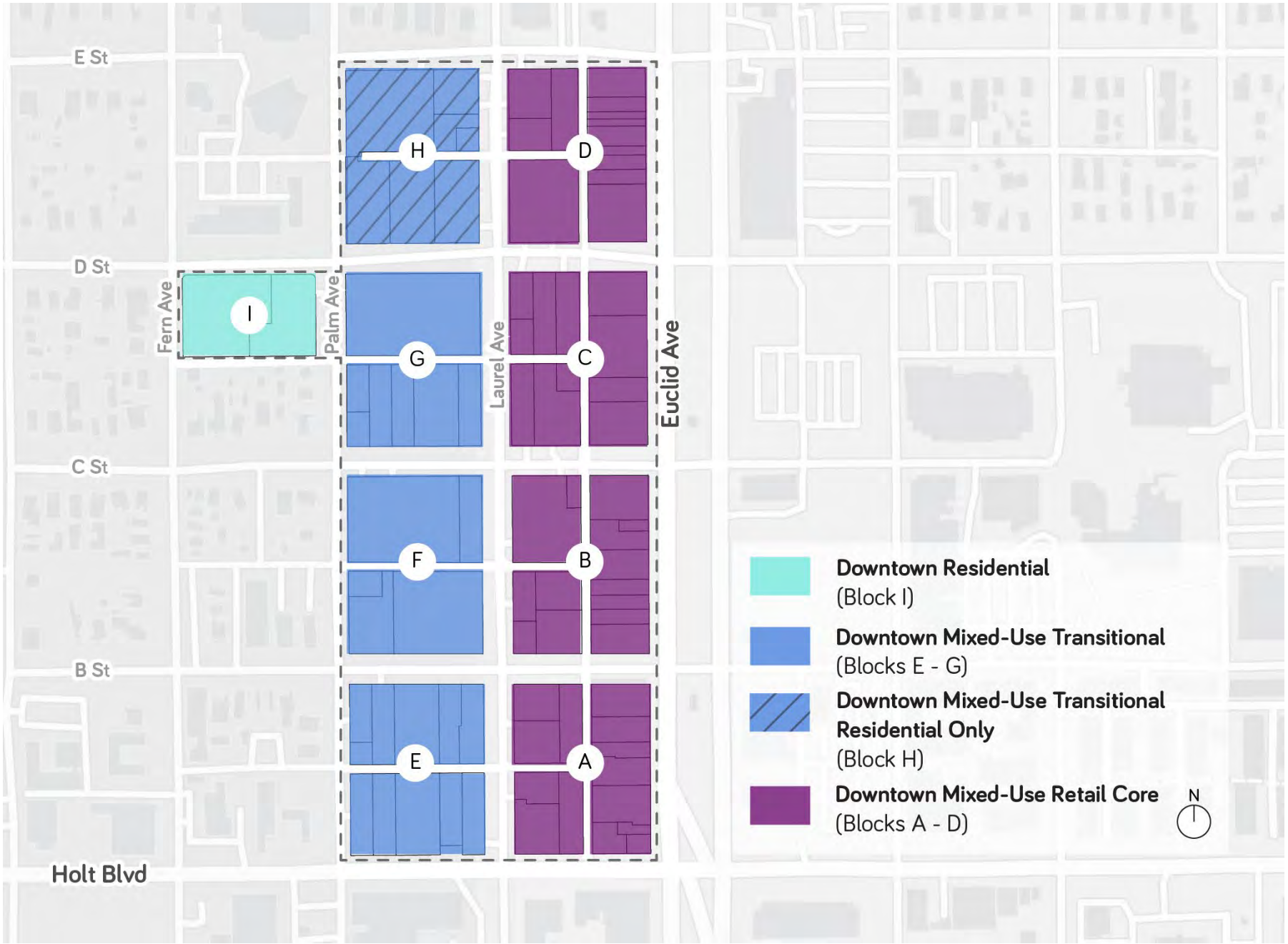
a. Provide a variety of multi-family residential housing options that create additional housing opportunities within Downtown Ontario and support residents who are within walking distance of services and amenities.







Map 5: Zoning Districts



4.2 Permitted Land Uses

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

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

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

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

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

Promoting Ground Floor Land Use Flexibility

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

Table 4-1: Permitted Land Uses by Zoning District

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

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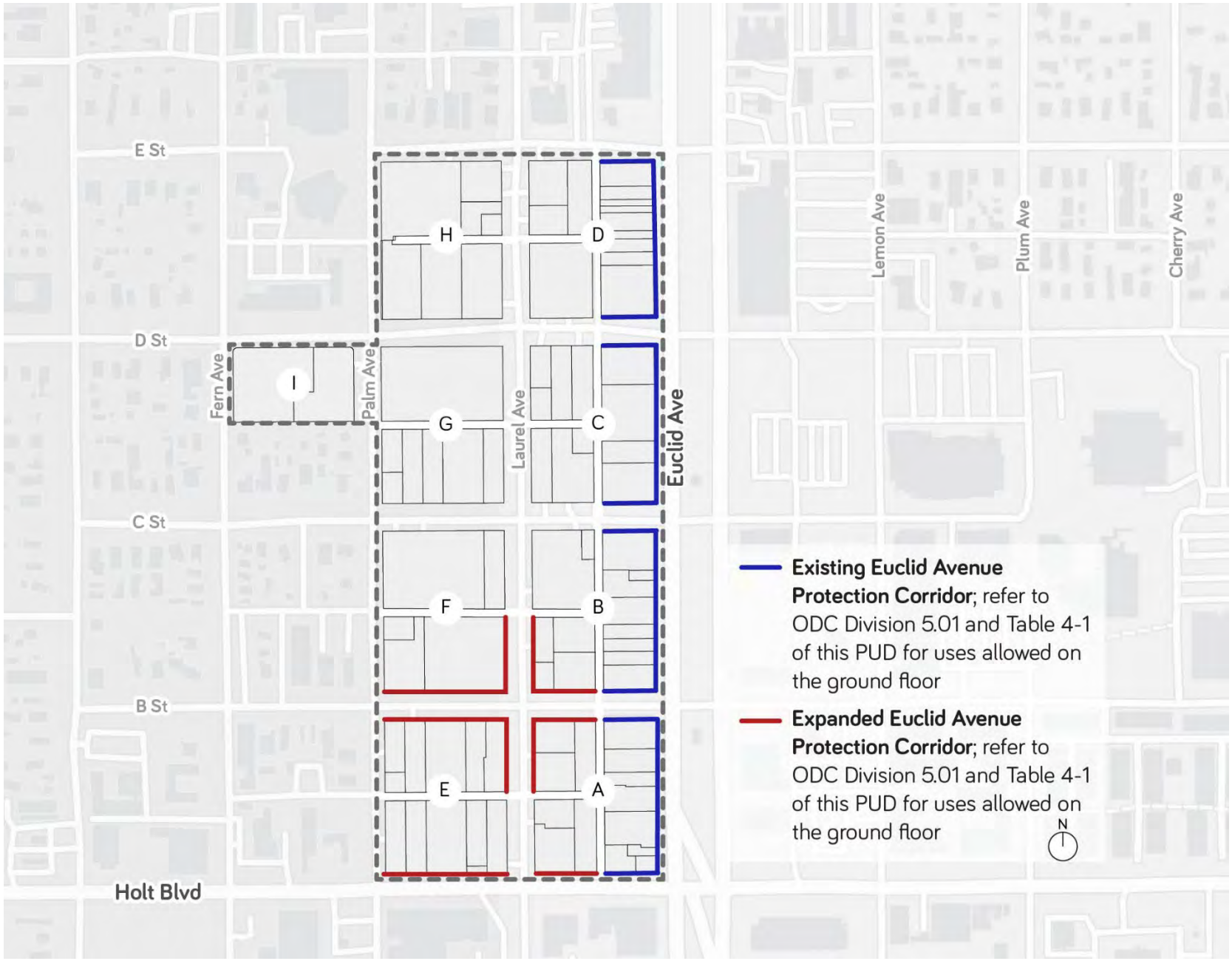
Map 6: Ground Floor Land Use



5 Development Regulations and Guidelines

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

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

5.1 Applicability

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

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

Table 5-1: Development Regulations Summary Table

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

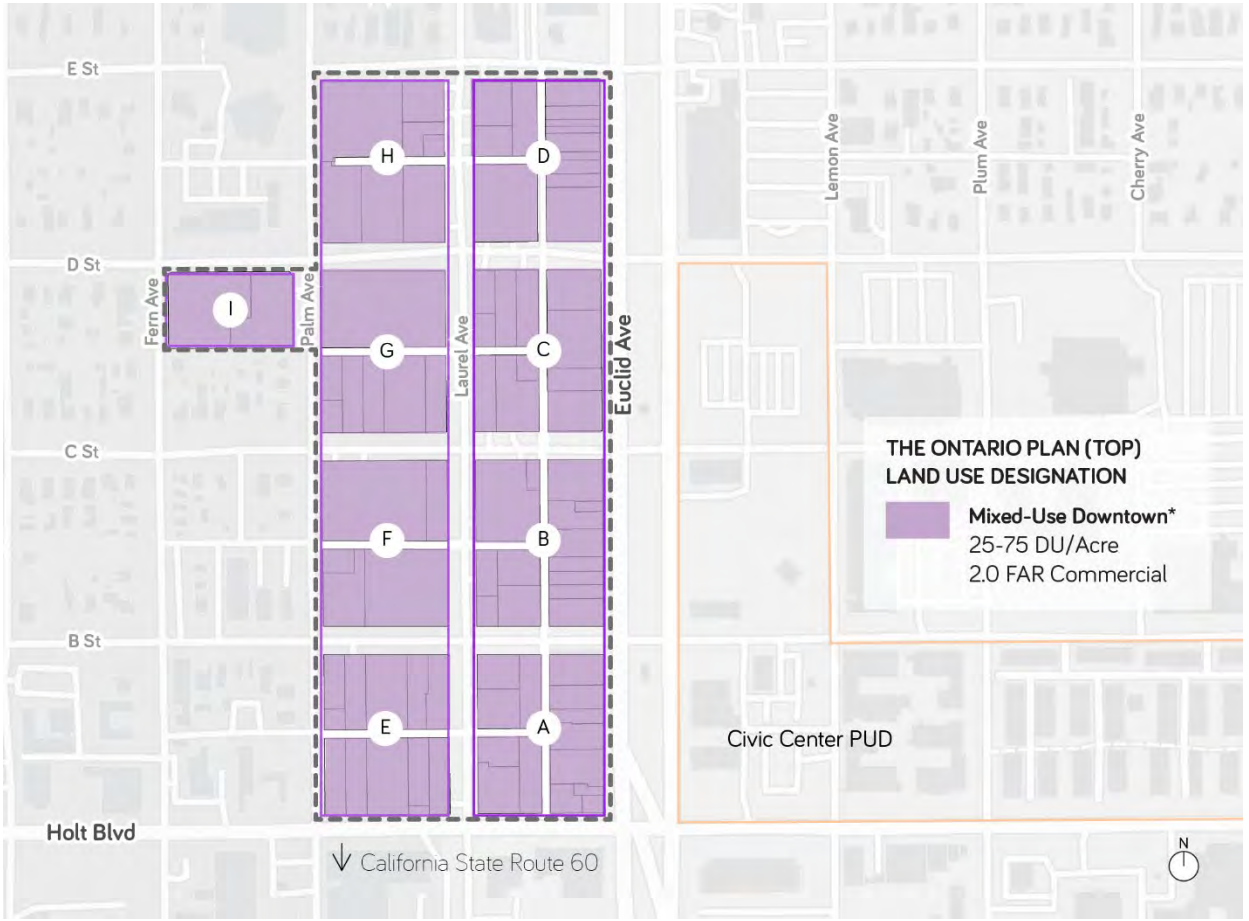
Materials	A durable base material (12- 15 inches high min./max.) such as brick, tile, exterior cement plaster, or pre-cast architectural concrete shall be used.
Transparency	
Commercial	Glazing shall be clear glass to permit clear views into the interior space for a minimum of 70% of the ground floor.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

5.2 Density and Intensity

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

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

Map 7: Allowed Density and FAR



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5.3 Building Height

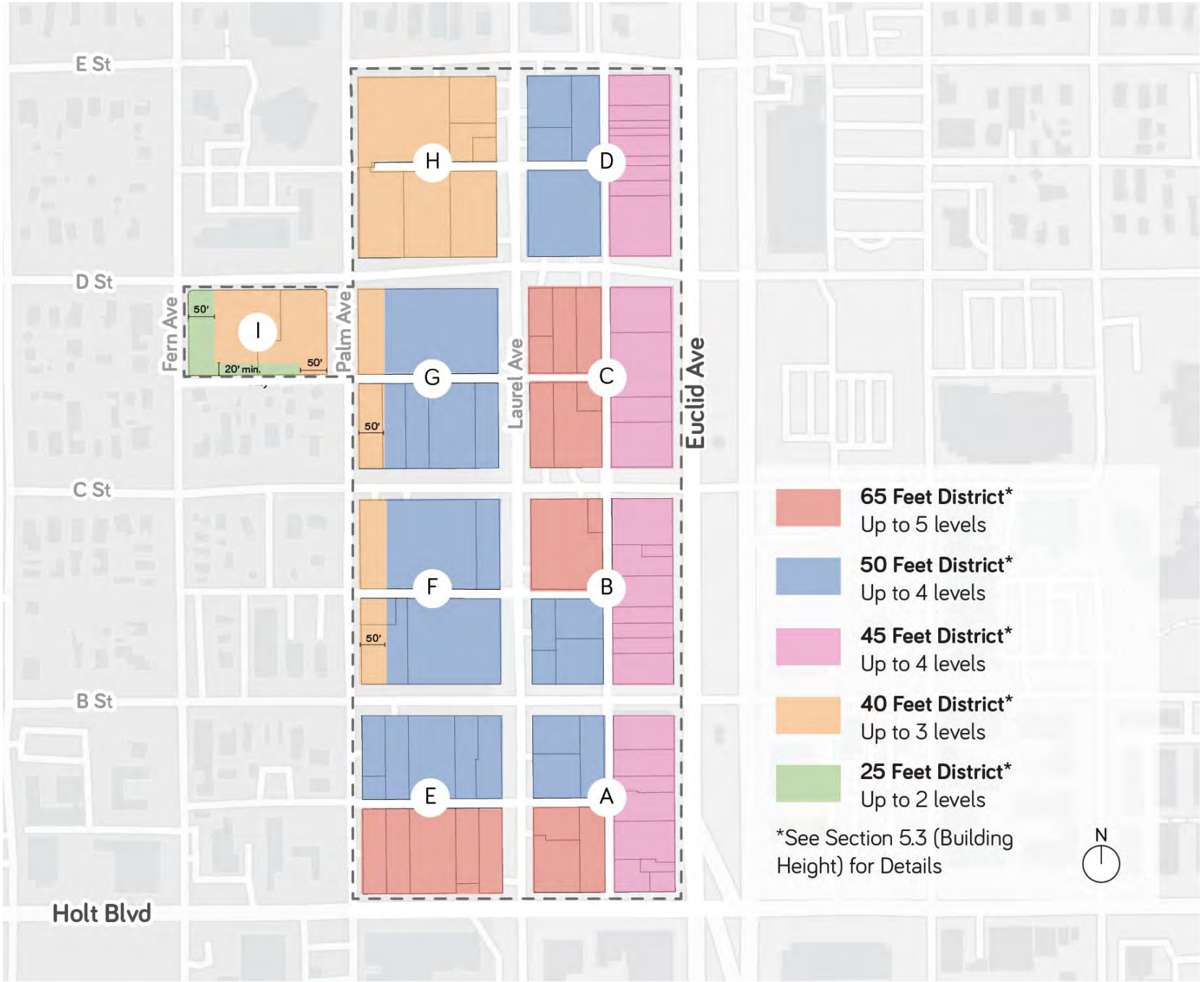
1. **Allowed Heights.** Total building height (to flat roofline or eave of roof) shall not exceed the heights specified in **Map 8 (Allowed Heights)** above the highest existing sidewalk elevation.
   a. **Architectural Projections.** Architectural projections, such as parapets, roofed towers and gable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

Context Sensitive Building Heights

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

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

Map 8: Allowed Heights



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5.3.1 Upper-Level Stepbacks

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



5.4 Setbacks

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

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

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

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

Street Setbacks

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

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

2. **Other Setbacks.**

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

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

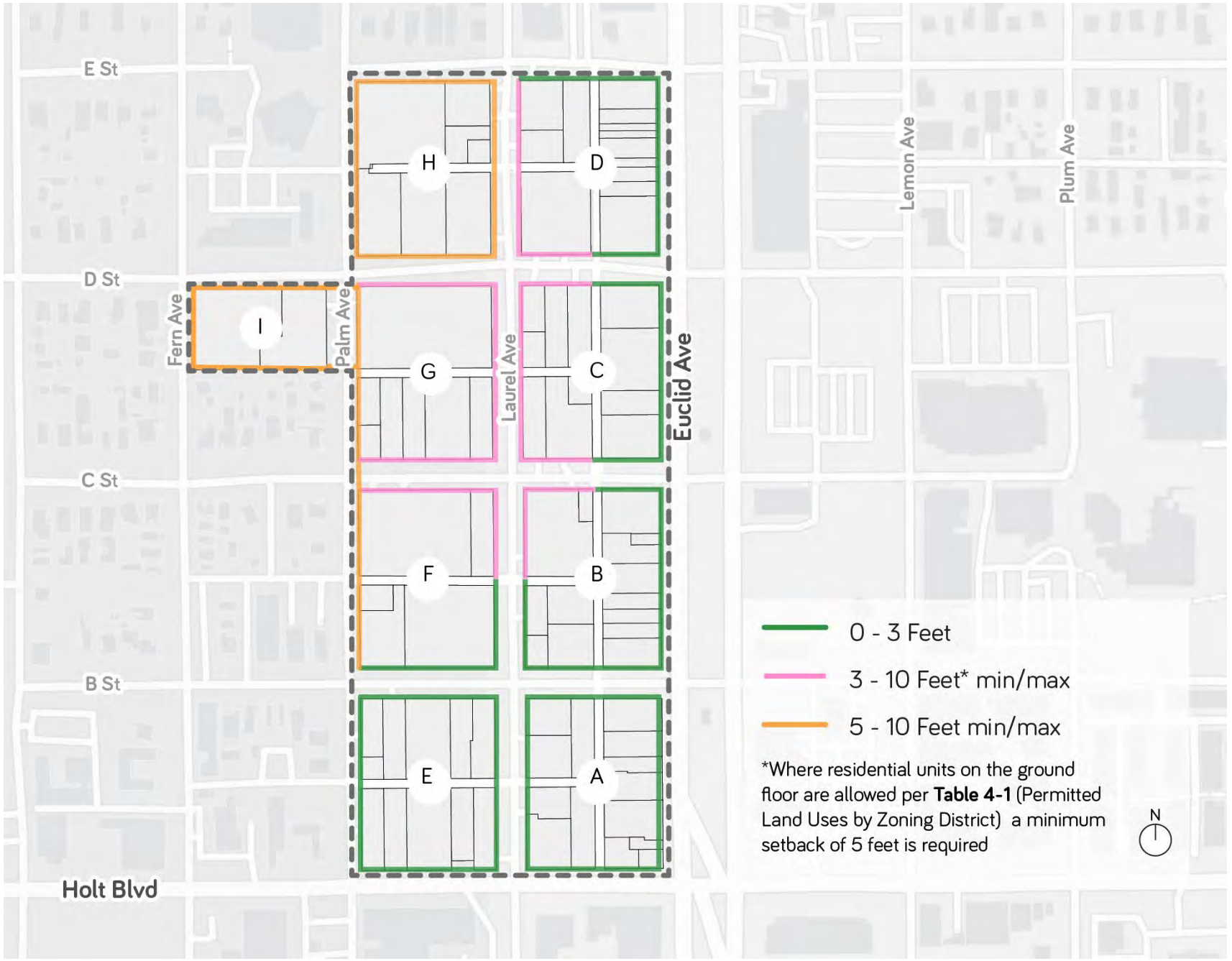
3. **Minimum Building Separation.** Discrete buildings on the same lot must have a minimum separation of 10’ clear between structures. Other requirements for clearance between buildings as regulated by the Uniform Building Code.

Table 5-2: Minimum Setbacks

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

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

Map 9: Street Setbacks



5.5 Building Design

5.5.1 Entrances

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

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

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

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

Designing Visual Interest and Complementary Building Materials

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

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



5.5.2 Modulation

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

5.5.3 Transparency

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

5.5.4 Building Façades

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

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

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

   b. Porticos, awnings, terraces, balconies, eyebrows, or trellises of at least 12 inches in depth that provide variations in the building plane.

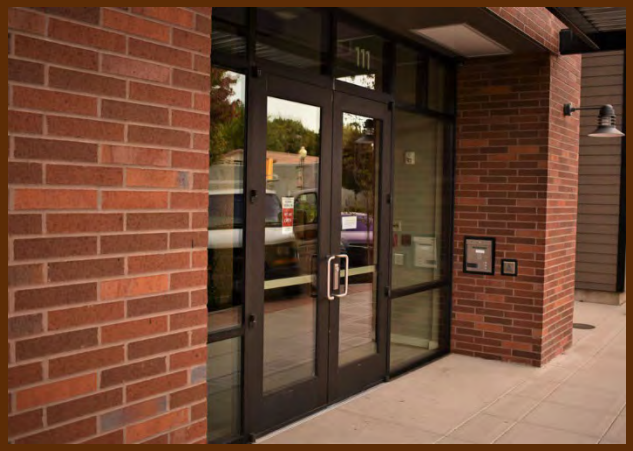
   c. A break in the façade plane of at least 8 inches in depth, which is applied to at least 10 vertical feet of the facade.

   d. Other additional architectural enhancements that create a human scale to the building. Examples include handrails, fixed planters, and ornamental details such as lighting, molding, tiles, or other similar design elements acceptable to the Approving Authority.

   e. **Encroachment.** Awnings, canopies, residential balconies, commercial signs, and decorative architectural elements may encroach into the public rights-of-way for a maximum of 4 feet.

Traditional Building Style

Traditional building styles are common in Downtown Ontario. To align with this traditional style, glass doors with a kickplate are encouraged for new development.



5.5.5 Ground Floor

1. **Materials.** A durable base material (12- 15 inches high min./max.) such as brick, tile, exterior cement plaster, or pre-cast architectural concrete shall be used.

2. **Transparency.**

   a. **Commercial.** Glazing shall be clear glass to permit clear views into the interior space for a minimum of 70% of the ground floor to create a traditional storefront.

   b. **Residential.** Glazing shall be clear glass to permit clear views into the interior space for a minimum and 15% for residential units on the ground floor.

3. **Doors.**

    a. All glass doors are prohibited.

    b. No part of any open doors shall extend into the public right-of-way.

5.5.6 Varied Roofline

1. Any Project with a façade exceeding two stories in height, which faces a public or private street, shall be provided with an articulated roofline incorporating at least two of the following design elements:

    a. A roof with a slope equal to or greater than 3 inches of rise for every 12 inches of run, including but not limited to a sloped or curved roofline at the top of the dwelling.

    b. An open deck having a minimum clear area of 6 feet in depth and 8 feet in width.

    c. A flat roof with a minimum of 2 feet vertical height difference for a minimum of 10 horizontal feet along the roofline of each building façade.

    d. A vertical break in the façade plane of at least 1.5 feet in depth, which extends up and through the roofline.

    e. Any form of roofline variation incorporating a change or break in roof plane, such as horizontal recesses, incorporation of dormers, or other similar design elements acceptable to the Approving Authority.

5.5.7 Roof Decks

1. Roof decks shall be stepped back a minimum depth of 5 feet from the roof edge to prevent direct views of abutting residential neighbors.

5.5.8 Open Space

1. **Private and Common Open Space.** Private and common open space shall be provided for passive and active recreation opportunities within each project site intended for the use of the on-site residents and their guests.

    a. **Minimum Average Amounts.** A minimum average of 200 square feet of open space per residential unit is required through a combination of either private open space or common open space. At least 90 percent of residential units shall provide private open space at a minimum of 40 square feet.

        i. Off-street parking spaces, drive aisles, driveways, loading areas, service areas, or street setbacks shall not be included in minimum open space calculations.

b. **Types.**

i. Private open space may include balconies, screened patios, and rooftop decks or in any combination thereof, and shall have direct access from each residential unit, intended for the exclusive use by the occupant of the residential unit and their guests.

i. Common open space may include passive and active, indoor, and outdoor spaces, recreational spaces, open landscaped and hardscaped areas with fountains, seating, fire pits, or play structures, pool, and indoor fitness center. Other open space provided can include roof-top decks and patios available to the building community.

c. **Minimum Dimensions.**

i. A minimum area of 40 square feet with a minimum dimension of 6 feet in each direction shall be required for private open space.

ii. A minimum dimension of 15 feet in each direction shall be required for common open space.

2. Paseos.

a. **Dimensions.** Paseos shall have an average width of 22 feet, a minimum width of 15 feet, and a minimum clear pedestrian path of 5 feet.

b. **Access.** Paseos shall be physically and visually accessible from the connecting public sidewalk.

c. **Elevation.** Paseos shall be at ground level and ADA accessible.

d. **Blank Walls.** Windowless expanses of walls lining paseos shall not exceed 20 feet in length, or be mitigated using one the following techniques:

i. Green wall, vines, or other vertical landscaping element that covers a minimum of 75 percent of the non-conforming blank wall area.

ii. Public art, including but not limited to, murals.

Residential Paseos

Paseos are encouraged for townhomes in the PUD area to provide internal access for pedestrians and break up building massing.



5.5.9 Landscaping

1. **Detailed Landscape and Irrigation Plan.** A detailed Landscape and Irrigation Plan, fulfilling the requirements listed in the City of Ontario Landscape Development Guidelines and the Ontario Development Code, shall be submitted with each Development Plan. The plan shall specify all landscape and hardscape elements of the common open space area, as well as the perimeter yards abutting the street rights-of-way and all street trees and irrigation. The final plan shall also show the location of all ground level utility boxes and mechanical equipment, along with methods of screening such devices from the public right-of-way and adjacent residences, where possible. A detailed Landscape and Irrigation plan shall be required prior to the issuance of building permits.

    a. Water Conservation in Landscaping Act Requirement. The detailed Landscape and Irrigation Plan shall comply with the Water Conservation in Landscaping Act of 2006 (AB 1881), commencing with the California Government Code Section 65591.

5.5.10 Vehicle Access and Parking

1. **Vehicular Access.** A maximum of 1 vehicular access point is permitted per parcel per the City of Ontario's Traffic and Transportation Guidelines as approved by the City Engineer unless required by the Fire Department.
    a. No vehicular access shall be taken from Euclid Avenue, B Street, or Holt Boulevard.
2. **Off-Street Parking and Loading.** Off-street parking and loading shall conform to the standards set forth in Division 6.03 (Off-Street Parking and Loading) of the Ontario Development Code.
    a. **Exceptions:**
        i. **Layout and Design.**
            1. **Surface Parking.**
                a. **Location.** Off-street surface parking shall be located to the rear of the interior side of a building and away from public streets.
                b. **Screening and Landscaping.** Parking areas shall be screened from public streets and adjacent parcels, except for access and driveways, using one or any combination of the methods listed below:
                    i. Walls and fences. Low profile walls or fences consisting of brick, stone, or stucco for a minimum of 3 feet and a maximum of 3.5 feet in height. Plain concrete blocks, chain-link, or vinyl fencing are prohibited for screening purposes.
                    ii. Planting. Plant materials consisting of compact evergreen plants that form an opaque screen that achieves a minimum height of 2 feet within 18 months after initial installation.
            2. **Structured Parking.** All off-street and above ground parking structures shall be screened from public streets and designed to be compatible with the architectural character and quality of adjacent buildings.
                a. **Ground Floor.** The ground floor level of any off-street and above ground parking structure shall use one or any combination of the methods listed below:

i. **Wrap.** Wrapped by habitable floor area, except for permitted entrances and exits, so that no portion of such facility is visible from adjacent public sidewalks or publicly accessible areas. Such habitable floor area shall have a minimum depth of 35 feet, as measured from the building façade.

ii. **Landscaping.** Landscaping for a minimum of 60 percent of the ground floor level of the structure's street frontage, excluding areas occupied by driveways and portions occupied by habitable floor area.

iii. **Screening.** Screening for a total of at least 50 percent of the ground floor façade, including permitted signs, graphic or sculptural art, decorative screening or latticework.

b. **Utility Transfer Boxes.** Placement of utility transfer boxes within a parking structure is prohibited.

3. **Residential Tandem Parking.** Allow up to 50% tandem spaces for required parking for residential uses. Tandem parking shall be limited to a two (2) car maximum. Both spaces in the tandem arrangement shall be assigned to the same dwelling unit. Handicapped and guest parking spaces shall not be in tandem.

ii. **Required Number of Parking Spaces.** The number of off-street automobile parking spaces required are listed in **Table 5-3 (Parking Requirements)** based on general use classification, and subject to the following requirements:

1. All required residential parking spaces shall be provided on-site.
2. Commercial and visitor parking may be considered for off-site location within a public facilities or on-street with a parking demand and supply study approved by the Planning Director.
3. Parking for dwellings shall be provided on-site and guest parking may be provided on-street and off-site.
   a. Off-site parking requirements are subject to the following conditions:

Parking Structure Design

Design standards for parking structures are intended to minimize the visual impact on the public realm. Treatments such as landscaping and screening, as well as wrapping the parking structure with active uses, such as retail or restaurants, can help to activate the ground floor of the structure adjacent to the sidewalk. Parking structures can also include decorative screening and art, such as murals, to complement the building design.



Source: Loveland Reporter-Herald

i. On-street parking shall not be used for required resident parking.

ii. On-street parking shall only be counted along the public streets that are within approximately four blocks from the project site.

iii. On-street parallel parking spaces shall be calculated by the length of unobstructed curb adjacent to the project site.

iii. Parking Management Plan: A parking management plan shall be submitted to the Planning Director for approval to ensure that tandem parking spaces will be assigned to residents of the same dwelling unit.

Parking in Downtown Ontario

A park once strategy is encouraged in Downtown Ontario in which business patrons and visitors park in a single location and make multiple trips on foot, given the pedestrian-oriented nature of the area. Public transit is also available in Downtown Ontario, with an existing bus stop located in the northeast corner of Euclid Avenue and D Street for Omnitrans Route 83. Additionally, located near Euclid Avenue on Holt Boulevard is Omnitrans Route 61 which has been identified as the future West Valley Connector Bus Rapid Transit (BRT).

Table 5-3: Parking Requirements

Use	Number of Spaces Required
Residential	1 space per bedroom up to two bedrooms 2 spaces per unit for three bedrooms and above 0.20 spaces per unit for guest/visitor parking
Commercial	1 space per 250 square feet gross floor area for all permitted or conditionally permitted use

5.6 Signs

1. **Master Sign Program.** A Master Sign Program shall be submitted for approval by the Planning Department, prior to issuance of a building permit, for new development or adaptive reuse projects. The sign program should be consistent with the Downtown Ontario Design Guidelines and the Development Code, and shall include tenant signs, pedestrian signs, directional signs, historical markers, etc. as needed.

Signs for Downtown Ontario

Sign programs that utilize complementary materials, colors, and themes that draw from existing buildings and Downtown Ontario, and consistent with the Downtown Ontario Design Guidelines, are encouraged. Specifically, themes for sign programs should be aligned with the Downtown Ontario Design Guideline's Historic Preservation Retail Subdistrict for the PUD area. Signage should be designed to effectively communicate and direct users to various aspects of the development, including amenities, such as publicly accessible open space or paseo connections, and complement the overall character of the buildings. Examples of existing buildings and signs that represent the existing character of Downtown are shown below for reference.









5.7 Service Facilities

1. **Electrical Equipment.** Electrical equipment shall be mounted on the interior of a building or mitigated through being enclosed and screened from public streets with walls, fencing, and/or landscaping that allows for sufficient ventilation or buried in vaults.
2. **Antenna Pole or Dish.** No antenna pole or dish shall be placed on any structure so that it is visible from ground level.
3. **Service and Storage Areas.**
    a. Locations, sizes and design of service and storage areas shall be readily accessible by trash disposal company equipment and work crews, as reviewed and approved through the Development Plan Approving Authority.
        i. **Commercial.** Trash receptables/recyclable container storage areas shall be provided for all commercial uses. When located within the ground floor parking structure area, storage areas may be partially enclosed.
        ii. **Residential.** Trash receptacles/recyclable container storage areas shall be provided for all residential uses, within the ground floor parking area or within an enclosed room inside the buildings. When located within the ground floor parking structure area, storage areas shall be full enclosed.

5.8 Infrastructure

It is important that projects maintain and enhance the quality of life for residents and consumer alike, and that new projects enhance the community within which it is built. To that end, all projects constructed within the City shall be properly served by a full array of utilities – water, sanitary sewer, storm drain, electrical, gas, telecoms, data, etc. The properties within the boundary of this PUD shall be served by existing water lines and wastewater flows and/or upgraded to satisfy the required capacities as determined by the City and its service purveyors/agencies, including the Fire Department. If existing utilities do not exist to service the project, the project may be required to install new utilities and/or extend existing utilities as needed to provide service. Existing utilities are also subject to improvement, such as removal and replacement or upsizing, to meet demand. On-site stormwater drainage facilities shall be provided consistent with the San Bernardino County Stormwater Program's Water Quality Management Plan (WQMP) requirements for new development projects. Stormwater capture and infiltration facilities may include the utilization of vegetated swales, depressed landscaped basins, pervious concrete pavement, and/or underground stormwater retention/infiltration vaults.

The properties within the boundary of this PUD are considered a Priority Land Use (PLU). A PLU shall comply with the statewide Trash Provisions adopted by the State Water Resources Control Board (SWRCB) and trash requirements in the most current San Bernardino County Area-Wide MS4 Permit. Drainage from the PLU shall be designed with conveyance tributary to a Full Trash Capture System which has been approved by the SWRCB.

5.9 Historic Preservation

5.9.1 Brief Development History of Ontario and the PUD Area

Downtown Ontario and Euclid Avenue - 1885



The City of Ontario was established in 1881 when George and William Chaffey purchased 6,218 acres of land to develop a community called the Ontario Colony. Initially the colony was surrounded by undeveloped land, Southern Pacific Railroad tracks to the south, and the Kincaid Ranch and San Antonio Canyon to the north. The two-hundred-foot-wide Euclid Avenue and landscaped parkway were developed along eight miles through the community from San Antonio Heights at the base of the San Gabriel Mountains south to the Southern Pacific Railroad Tracks. The median was landscaped Pepper trees and Palm trees and the street and curb were made of granite cobble stones. Likewise, miles of cement pipes were laid to provide water to the town. Land in the community became available for purchase by November 1882. Settlers were given a provision of water that is proportional to their land acreage, an innovation in city planning that alleviated problems settlers faced elsewhere. By 1886, the Chaffey brothers sold their interest in Ontario to Charles Frankish and moved to Australia to develop similar planned community. Frankish expanded the town and formed the Ontario Land and Improvement Company. The Downtown Area of Ontario encompassing the PUD area developed as an extension of the original irrigation system and subdivision grid established by the Chaffey Brothers in 1881 (City of Ontario 2023a; City of Ontario 2013: 1; Arroyo Group 1998: 4).

In 1891, Ontario was incorporated as a city and adopted a City Council. The City's industry was primarily focused on agriculture and much of the area contained citrus groves. In addition to citrus, the harvest of peaches, walnuts, and grapes were prominent in Ontario (City of Ontario 2023a). The City's location included a gradual incline that provided the ideal landscape for gravity irrigation that supported the areas agricultural. As an Act of Congress of the Unites States, Ontario was declared the "Model Colony" in 1903 because of its high standard of urban development and innovative planning (City of Ontario 2023b).

5.9.1.1 Commercial Development

The majority of Ontario was agricultural during the late 1880s into the 1930s, when much of the city was undergoing large-scale residential, commercial, manufacturing and civic development. Commercial buildings from this period, such as the Old City Hall (built in 1937), Citizens Bank Block (built in 1895) and the Frankish Building (built in 1916), display the Period Revival styles such as the Italianate and Mediterranean style as well as brick commercial buildings (City of Ontario Planning Department 2012). The major commercial throughfares running east to west or north to south through the community were established to accommodate the infrastructure needs of a growing population and the inhabitants of the new single-family residential tracts, to the north, east and west of the downtown, constructed during the 1920s, to the 1940s.

Development of the city's downtown and the PUD area during the 1950s saw the construction of single-story Modern style commercial buildings or facade rehabilitation of existing storefronts to "modernize" the aesthetics in downtown in an attempt to compete with new low-rise strip commercial style centers

located outside of the downtown. Some of the former residential buildings constructed in the Victorian style were converted to commercial use. It was common that styles typical for residential buildings were used for the new construction of commercial buildings. Commercial buildings located near residential neighborhoods often exhibit a small scale, one-story height, a front yard setback, low-pitched roof, and large windows (City of Ontario 2013: 2).

5.9.1.2 Residential Development

Early residential development in Ontario began with the establishment of the Ontario Colony in 1881. After land became available for purchase in 1882, a purchaser would buy a lot within the tract and construct residences in whatever architectural style and size of their choosing. Often these rural residences were associated with agricultural property as well, and an electric railway along Euclid Avenue provided efficient travel between the scattered properties (City of Ontario 2023a; City of Ontario 2013: 1; City of Ontario 2005: 1).

After the Ontario Land and Improvement Company in 1886, the development of Victorian style large single-family residences occurred along Euclid Avenue, Holt Boulevard (A Street), and on Emporia Avenue (known as Developer's Row). During the early 1900s, small and large sized Victorian style homes were constructed in the neighborhoods located north and west of the project area. Soon the Craftsman style homes became the predominant style until 1920. The boom of the 1920s saw an increase in residential development further away from the downtown core as the oil, citrus, and tourism industries increased. During the Great Depression, homes were generally constructed with less decoration in a more modest style. Although jobs associated with construction funded by the WPA spurred population growth during the late 1930s, the 1940s saw a decline in construction until 1944 when the city's industry shifted to post-war production. Nearly 743 new residences were constructed by 1946 often in the Early Post War Tract, Minimal Traditional, and Ranch styles (City of Ontario 2013: 2).

By the 1950s, development of the city's downtown saw the demolition and replacement of many of the Victorian style residences along Euclid Avenue, the retail corridor. Some homes were converted to commercial uses while other were replaced with mid-century modern commercial buildings or relocated elsewhere in the city (City of Ontario 2013: 2). However, many of the historic Victorian and Craftsman homes located in the Downtown West neighborhood have been preserved and are present today.

5.9.2 Relevant Regulatory and Guidance Document References

The following section provides an overview of the relevant documents that are utilized by the City to determine findings related to the suitability of construction activities in the plan area. To ensure that any proposed project within the plan area involving new construction (infill), addition, alteration or demolition (full or partial), a Certificate of Appropriateness is required to ensure the preservation of the historic resource and any surrounding resources including their character defining features and integrity (see section 6.9.3.3 below). Additional reference documents and resources for historic preservation guidance are provide in **Section 8.1.**

5.9.2.1 Local Historic Preservation Ordinance

Ontario's Historic Preservation Program seeks to preserve and protect the significant architectural, historical, and cultural resources, which reflect Ontario's unique character and heritage. Planning staff along with the Historic Preservation (HP) Commission and the Historic Preservation Sub-Committee, who are appointed from the HP Commission, review all historic preservation applications, including proposed alterations to the exterior of historic buildings and alterations to public improvements, such as street trees that are located within Ontario's historic neighborhoods. The Historic Preservation Program implements the Historic Preservation Ordinance by processing Certificates of Appropriateness or Waivers for minor alterations, restoration, and rehabilitation, Landmark Designations for

local, state, and national registers, historic property evaluations, historic property surveys, and ensuring environmental compliance. The Program offers incentives for historic preservation such as the Mills Act Contract (Preservation Agreements), bronze plaques, the use of the California Historic Building Code, and the City Council hosted Model Colony Awards for historic resources within the City. Staff is currently preparing an Adaptive Reuse Ordinance (ARO) to further incentive preservation of historic buildings. Additionally, the City coordinates and collaborates with the local non-profit Ontario Heritage and other organizations to promote, inform, educate, and celebrate historic preservation and the program.

In 1983, a group of volunteer citizens, under the leadership of a qualified historic resource consultant, and funded by the State of California Office of Historic Preservation, surveyed nearly three thousand properties within the City that were at least fifty years of age at the time. Intensive level surveys and nominations were completed and submitted to the Office of Historic Preservation and the National Register of Historic Places for hundreds of properties thought to be historically eligible for designation. In 1991, the City Council had adopted the City's first Ordinance intended to preserve historic resources through identifying processes for nomination, designation and appropriate treatment for alterations and additions of historic resources. Through the mid-1990s, a few amendments to the Ordinance were approved which further developed the program. During the late 1990s, the Planning Commission was assigned the duties of the Historic Preservation Commission and the Planning Department allocated staff to the historic preservation program. During this period, the program grew at a rapid rate designating nearly 60 landmarks and 5 historic districts. Additional updates were made in 2001, 2003 and in 2015, with a comprehensive Development Code update dividing the Ordinance into 2 sections. The Ontario Development Code Chapters 4 and 7 establish the City's scope of historic preservation activities and is the primary body of local law relating to historic preservation. Division 7.01 includes the purpose and authority for historic preservation, and Division 4.02 includes criteria for local historic designation and procedures for the alteration or demolition of historic properties.

On August 7, 2001, the City became a Certified Local Government (No. 46) by the State of California. To date, there are approximately 69 local governments within the State of California that participate in the CLG program. Pursuant to the National Preservation Act of 1966 and as amended in 1980, the Certified Local Government (CLG) program encourages the preservation of cultural resources by promoting a partnership among local governments, the State of California Office of Historic Preservation (OHP), and the National Park Service. Becoming a CLG, through the development and implementation of the local historic preservation program which is based on federal (The Secretary of Interior Standards) and state standards, provides the local jurisdiction the tools, technical training, and more meaningful leadership roles in the preservation of the community's cultural heritage. The six (6) basic requirements to maintain certification are listed below:

1. Maintain a comprehensive local historic preservation plan that identifies the preservation mission, goals, and priorities of the local government.
2. Enforce appropriate local legislation for designation and protection of historic properties.
3. Establish and maintain an adequate and qualified historic preservation review commission and non-commissioned staff.
4. Maintain a system for the survey and inventory of historic properties.
5. Provide for adequate public participation in the local historic preservation program.
6. Review and recommendation of historic properties within the local jurisdiction to the National Register of Historic Places.

The State of California conducts the annual review from each period beginning October 1st and ending September 30th to ensure that each CLG continues to meet the minimal requirements for participation and is satisfactorily performing its responsibilities. Pursuant to the CLG requirements, the HP Program oversees reconnaissance and intensive level surveys and is responsible for maintaining a Historic Resource Inventory (HRI) which includes surveyed properties, potential, proposed, designated and eligible properties. Staff works directly with the Historic Preservation Subcommittee, who are the keepers of the Ontario Register of Historic Properties, to review surveys and determine levels of historic significance and eligibility to the Ontario Register.

5.9.2.2 Downtown Design Guidelines

The Downtown Design Guidelines (adopted in 1998) feature a set of architectural, graphic, and lighting design principles that provide guidance on rehabilitation of historic resources and makes recommendations on new infill construction that is located within the City's historic original downtown area. The Guidelines were prepared to recognize and enhance the character of downtown. The recommendations are grounded in best practices and are consistent with the Secretary of the Interior Standards for the Treatment of Historic Properties. Section 1. Concept Plan identifies seven element districts, including the Euclid Avenue median, Historic Retail District, Civic Center, Museum/Transit Center, Education center, Residential neighborhoods, and Neighborhood commercial, within the downtown area. The PUD area straddles the Historic Retail District and the Residential Neighborhoods areas defined in the guidelines, each of which are summarized below, and shown in **Figure 5-1**. The Guidelines should be referred to throughout project development.

5.9.2.2.1 Historic Retail District

Section 2A. Architectural Design Guidelines: Retail Districts, establishes three subdistricts within the Historic Retail District based on the ages of buildings in the subdistrict as they relate to major architectural development periods within the overall area:

1 **Historic Turn-of-the-Century Subdistrict** (1880s to 1910s),

2 **Historic 1920s -1940s Subdistrict**, and the

3 Historic 1950s Subdistrict

The section also establishes three categories of buildings that appear throughout the each of the subdistricts within the Historic Retail District, and specific guidelines that should be followed for the preservation, rehabilitation, and restoration of the buildings within each category:

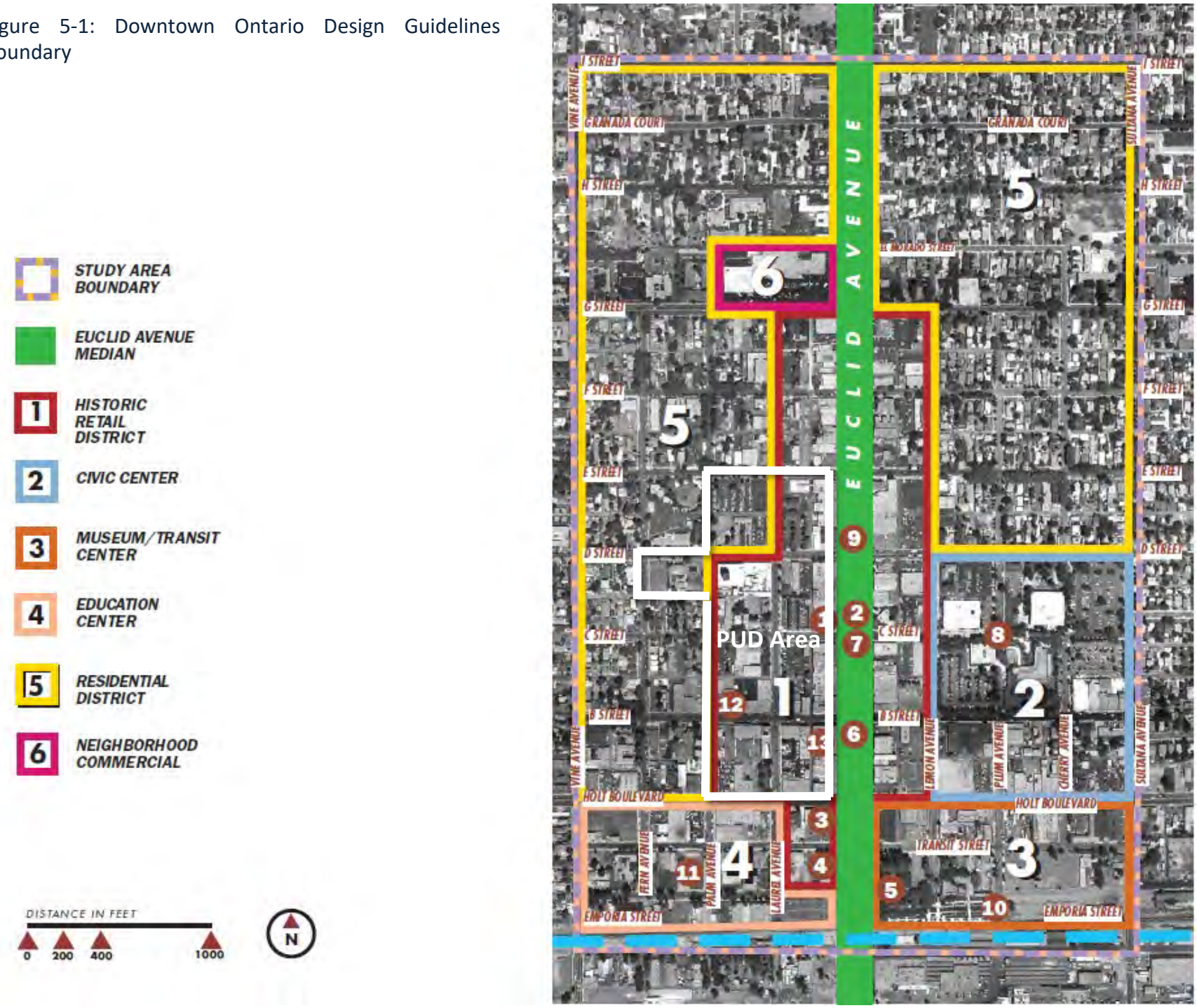
- **Designated Buildings**: Presently Listed on the Ontario Historic Building List and maintain a high degree of historic integrity,
- **Significant Buildings**: Buildings constructed before 1950 for which historical development information is available. The original architectural features and elements of the building are intact but may be obscured by new additions, and
- **Context Buildings**: Buildings constructed before 1950 for which no historical development information is available and/or no original architectural features and elements remain.

For Designated and Significant Buildings within the Historic Retail District, the guidelines provide architectural design guidelines in the areas of design, materials, color, signage, and lighting.

For Context Buildings and new infill construction within the Historic Retail District, the architectural design guidelines are discussed in terms of their associated subdistrict in the areas of building usage, massing, setbacks, storefront modulation, entrances, roof design, mechanical equipment, building elements, awnings, materials, and colors.

Additional guidelines are provided for projects related to alley walkways, mid-block pass-throughs in private structures, outdoor dining areas, adding leasable area to existing buildings in the historic retail area, and landscape design.

Figure 5-1: Downtown Ontario Design Guidelines Boundary



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5.9.2.2.2 Residential Neighborhoods

Section 4. Residential Design Guidelines establishes the process and objectives for residential properties within the residential neighborhoods in the guideline area. The section asserts that there are roughly 17 architectural styles present within the residential neighborhoods and no dominant style overall. The section provides general guidelines that pull from the Secretary of the Interior's Standards for Rehabilitation (see section 5.14.4.1 below) and are applicable for "additions, renovations, or restorations of all existing homes (154)" within the guideline area. The section also provides specific design guidelines for properties displaying the Craftsman Bungalow, Second Empire, Queen Anne, Colonial Revival, Tudor Revival, Wood Framed Farm or Grove House, Spanish Colonial Revival, and Mediterranean Revival architectural styles, and closes with guidance for non-historic and infill structures and landscape design guidelines.

5.9.2.3 Secretary of the Interior's Standards for the Treatment of Historic Properties

The Secretary of the Interior's Standards for the Treatment of Historic Properties (the Standards) are historic preservation principles which promote best practices for the treatment of historic properties. The Standards include four approaches for the treatment of historic properties – Preservation, Rehabilitation, Restoration, and Reconstruction – and the choice of which approach best suits a project is dependent on the historical significance, physical condition, proposed use, and the intended interpretation of the historic property. Each approach includes guidelines that assist with the application of the approach to a wide range of property types. The following section provides a brief description of each of the four approaches and their application as quoted from the Standards (NPS 2017:2-3):

> ***Preservation*** *is defined as the act or process of applying measures necessary to sustain the existing form, integrity, and materials of an historic property. Work, including preliminary measures to protect and stabilize the property, generally focuses upon the ongoing maintenance and repair of historic materials and features rather than extensive replacement and new construction. The limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a preservation project. However, new exterior additions are not within the scope of this treatment.* The Standards for Preservation require retention of the greatest amount of historic fabric along with the building's historic form.
>
> ***Rehabilitation*** *is defined as the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values.* The Rehabilitation Standards acknowledge the need to alter or add to a historic building to meet continuing or new uses while retaining the building's historic character.
>
> ***Restoration*** *is defined as the act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period. The limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a restoration project.* The Restoration Standards allow for the depiction of a building at a particular time in its history by preserving materials, features, finishes, and spaces from its period of significance and removing those from other periods.
>
> ***Reconstruction*** *is defined as the act or process of depicting, by means of new construction, the form, features, and detailing of a non-surviving site, landscape, building, structure, or object for the purpose of replicating its appearance at a specific period of time and in its historic location.*

The Reconstruction Standards establish a limited framework for recreating a vanished or non-surviving building with new materials, primarily for interpretive purposes.

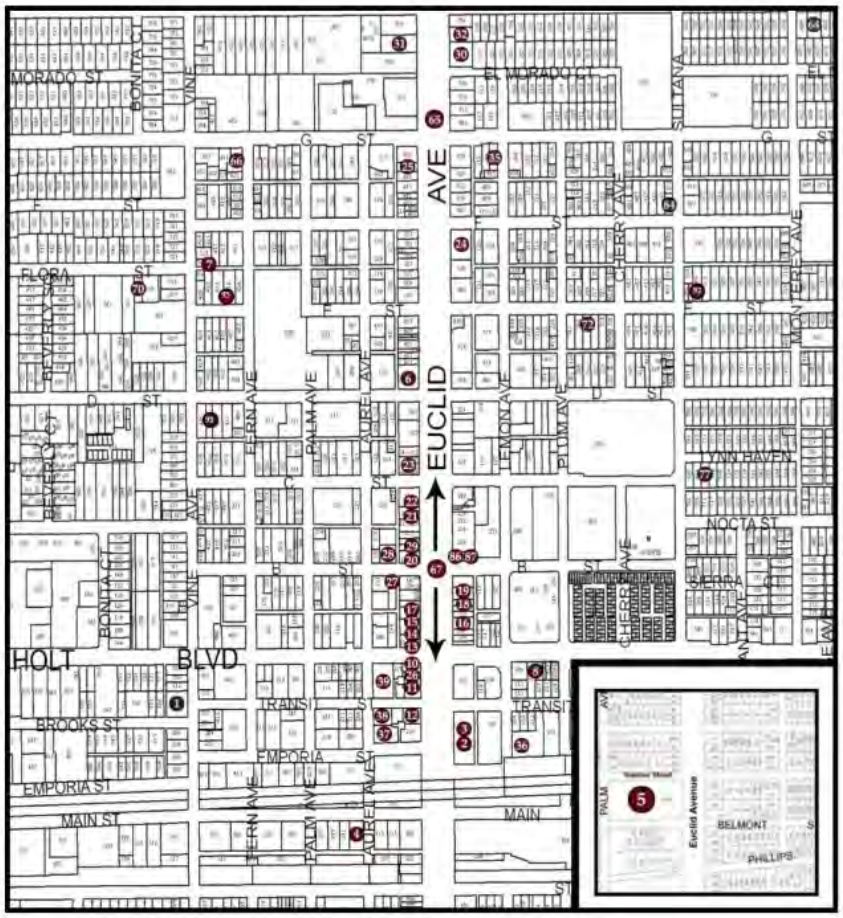
The selection of an appropriate treatment is dependent on the building's individual historic significance, character-defining features, and the proposed new use. The Standards encourage consideration of the building's level of significance (National, State, and/or Local level), existing physical condition, proposed new use, and code compliance needs when selecting an appropriate treatment approach (NPS 2017: 3).

5.9.3 Review of Resources in the PUD Area

5.9.3.1 Summary of Survey Activities and the Ontario Register of Historic Resources

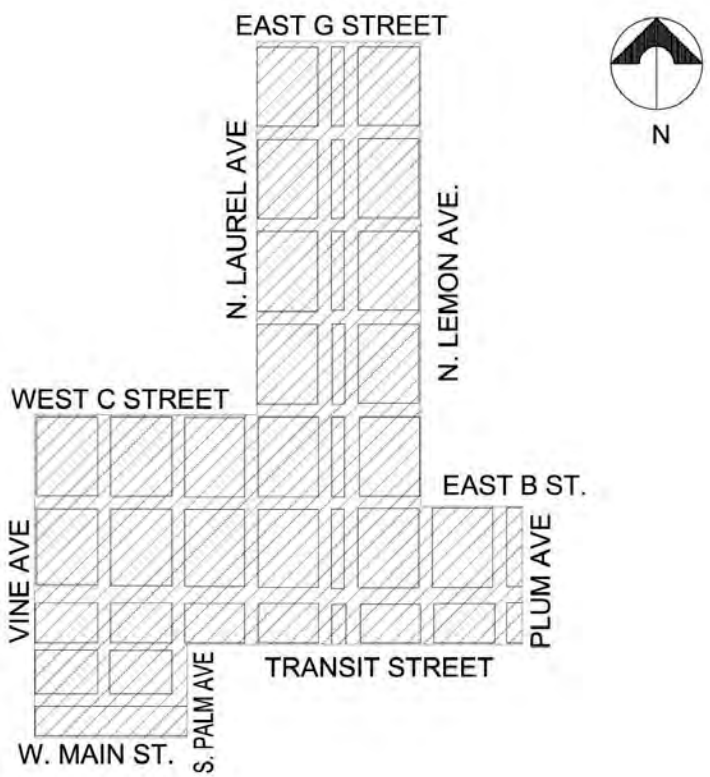
The State of California awarded a grant to fund a citywide survey between 1983 and 1984 to identify potentially historic resources located within the City. Between 1986 and 1987, the City of Ontario continued the survey efforts which resulted in documentation and evaluation of historic significance of nearly 3,000 properties, and the creation of Ontario's Historic Resource Inventory (HRI) in which 835 properties were formally listed. In 1991, the City retained Architectural Resources Group (ARG) to further analyze historic properties located within the downtown, a former Redevelopment Area, and recommend an improvement strategy to revitalize the area. Shortly thereafter, 65 local landmarks were designated. An additional survey was conducted in 2003 that updated information on buildings within the downtown. The City currently has 100 designated local landmarks, 14 of which are located within the downtown, 8 designated historic districts, 2 potential historic districts located in the downtown, 5 historic properties listed on the National Register of Historic Places and contains nearly 1,500 historic resources on the Ontario Register (HRI). See Figure 5-2 and the City of Ontario Historic Preservation Program for more details.

Figure 5-2: Historic Landmarks Map - South Section



The 2003 survey identified a potential district, District 3, that is associated with the core commercial development in the City. District 3 was divided into geographic regions, or subdistricts, that were identified as they were related to observed patterns of historic urban development, as shown in Figure 5-3. Two of these subdistricts overlap the plan area, District 3-A and 3-D. The overall district record describes the primary architectural character of District 3 as a commercial area where the predominant styles are, "Twentieth Century Vernacular Commercial. These buildings tend to be modest and pragmatic in style. They rarely exceed two-stories and primarily possess one-part commercial block façade compositions. Wood frames, brick, and masonry are the main materials used to construct the buildings. Some notable architectural styles include commercial buildings in an Art Moderne, International Style, Contemporary, and Googie Style."

Figure 5-3: District 3



5.9.3.2 List of Designated/Nominated/Eligible Historic Resources in the PUD Area as of 2023

As of November 2023, the PUD area contains the following designated, nominated, and eligible historic resources. In addition to the high concentration of historic and potentially historic resources within the PUD area, there are a number of properties that have reached 45 years of age since the last survey effort in 2003. The following map and table provides a list of the Designated (Purple), Nominated (Magenta), and Eligible (Pink) historic resources within the plan area, as well as the properties over 45 years of age that have not been previously surveyed (Green).

Figure 5-4: Historic Resources

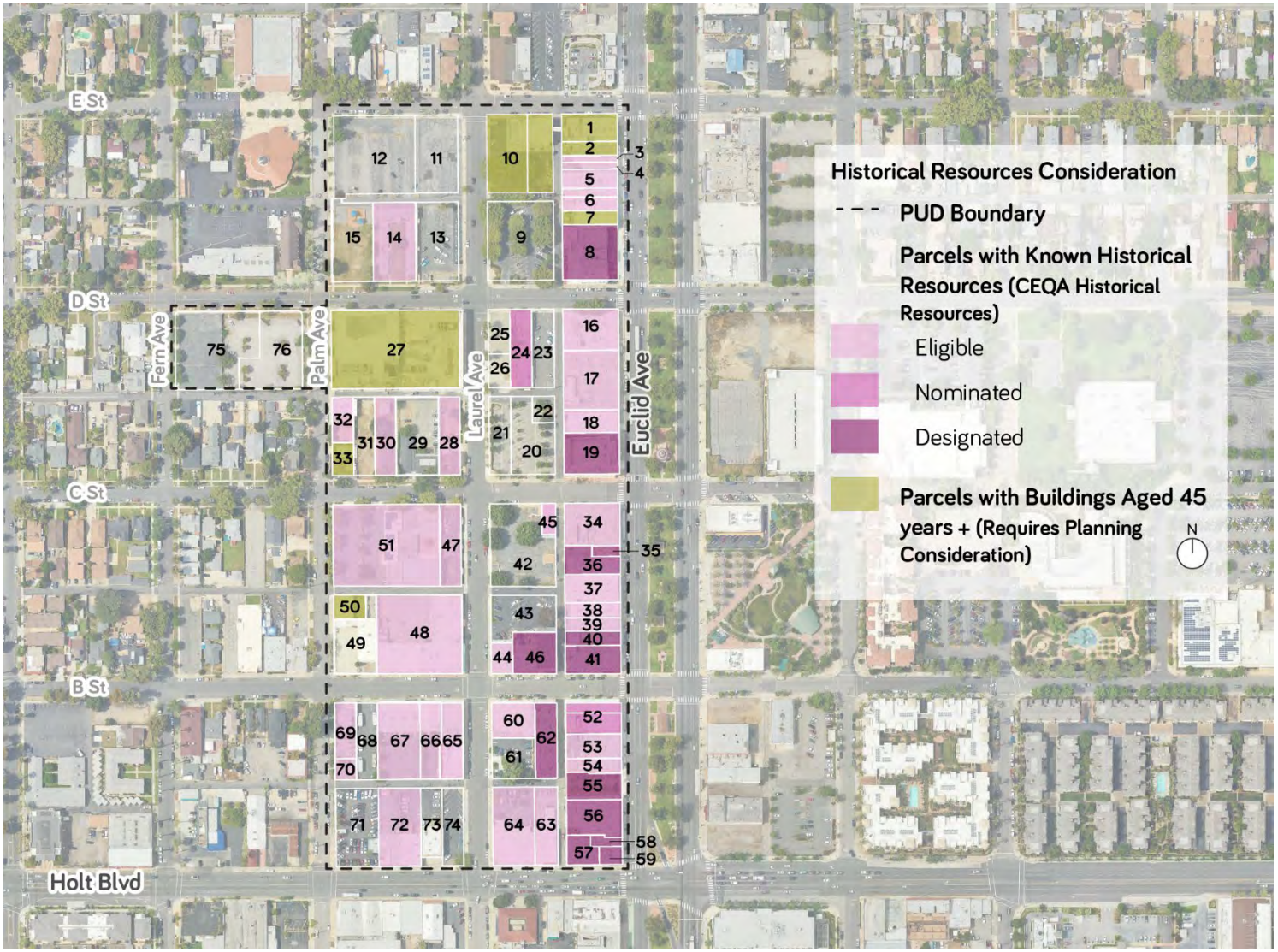


Table 5-4: Historic Resources

	Address	Parcel Number	Current Use/ Description	Year Built	Architectural Style	Current Historic Status	Local Landmark Name
1	437 N. Euclid Ave.	104835403	Unicare Community Health Center	1967	-	Not Surveyed	
2	429 N. Euclid Ave.	104835404	Immigration Attorney	c.1948 (NETR)	-	Not Surveyed	
3	427 N. Euclid Ave.	104835405	Aktiva Nutrition	1946	Commercial	Eligible	
4	425 N. Euclid Ave.	104835406	Downtown Ontario Improvement Association	1948	Commercial	Eligible	
5	421 N. Euclid Ave.	104835407	Work Boot Warehouse	c. 1930	Commercial	Eligible	
6	417 and 419 N. Euclid Ave.	104835408, -09	Optometrist	c. 1950	Commercial	Eligible	
7	413 and 415 N. Euclid Ave.	104835410	Rogers Flower Shop and Barber Shop	c. 1930	-	Not Surveyed	
8	401 N. Euclid Ave.	104835411	Gloria's Cocina Mexicana	1937	Moderne	Designated Landmark	Ontario Laundry Co.
10	123 W. E St. and 420 N. Laurel Ave.	104835401,-02, 104835413	Unicare Community Health Center, Parking	c. 1960		Not Surveyed	
14	210-220 W. D St.	104835309	Multiple-family residential	1946	Minimal Traditional	Eligible	
16	331 and 333 N. Euclid Ave.	104856604	U.S. Bank Branch	1965	-	Eligible	
17	317 N. Euclid	104856605	Treasure Banquet Hall	1950		Eligible	

	Address	Parcel Number	Current Use/ Description	Year Built	Architectural Style	Current Historic Status	Local Landmark Name
18	311, 313, 315 N. Euclid Ave.	104856606	Cancha Verde/Strum Brewing	c. 1931	Brick Commercial	Eligible	
19	108 W. C St.. 301/303 N. Euclid	104856607	Emmon's Building/ Granada Theater	1926	Moderne/Art Deco	Designated Landmark	Emmon's Building (Granada Theater)
24	(123 W. D St) 121 W. D St.	104856602	Associated Telephone Company Building	1936	Art Deco	Nominated	
27	211 W. D St./ 207 W. D St.	104856113	Frontier Communications	c.1959 (NETR)	-	Not Surveyed	
28	303-305 and 311-315 N. Laurel Ave.	104856107	Multiple-family residential	c. 1920	Craftsman Bungalow	Eligible	
30	218 W. C St.	104856109	Single Family residence	1908	Craftsman Bungalow	Eligible	
32	312 N. Palm Ave.	104856112	Single Family residence and commercial building	1920	Minimal Traditional	Eligible	
33	228 W. C St.	104856111	Superior Justice Law Group	1955	-	Not Surveyed	
34	245 N. Euclid Ave.	104856503	Valley Dept Store	1950	Mid-Century Modern	Eligible	
35	233 N. Euclid Ave. 223 N. Euclid Ave. 235 N Euclid Ave.	104856504	The Golden Web Boutique store	1916	Brick Commercial (Mediterranean Revival)	Designated Landmark	People's Mutual Building and Loan
36	231 N. Euclid Av.	104856505	Unique Café	1904	Brick Commercial	Designated Landmark	Masonic Hall

	Address	Parcel Number	Current Use/ Description	Year Built	Architectural Style	Current Historic Status	Local Landmark Name
37	219 N. Euclid Ave.	104856506	Herradura De Oro	1948	Colonial Revival	Eligible	
38	215 N. Euclid Ave.	104856507	Newsboy books	1946	Brick Commercial	Eligible	
39	211 N. Euclid Ave.	104856508	Euclid Family Dentistry	c.1925	Brick Commercial	Eligible	
40	207 N. Euclid Ave.	104856509	Vacant Commercial Building	1910	Brick Commercial	Designated Landmark	W.W. Smith Grocery
41	106 W. B St. 203 N. Euclid Ave.	104856510	Furniture Dreams (Residential on second floor)	1908	Brick Commercial	Designated Landmark	Ostran's Department Store
44	126 W. B St.	104856512	Beautiful Smiles Ontario	1906	Brick Commercial	Eligible	
45	108 W. C St. 115 W St.	104856502	Vacant Bank	1936	Brick Commercial	Eligible	
46	120 W. B St. 112 W. B St.	104856511	Nightmare on B Street/ Dance Studio/ Odd fellows - Eligible (Aria Kabob, Electric Beauty Salon - Historic LL)	1922	Commercial	Designated Landmark	Intl Order of Odd Felows (I.O.O.F)
47	223, 225, 229, 235 N. Laurel Ave.	104856202	Centro Legal De Accidentes & Cedar Pointe Chiropractic	1947	Minimal Traditional	Eligible	
48	206 ,208, 210, 214, 216, 218, 220 W. B St./ 205, 207, 209, 211, 213, 215 N Laurel Ave	104856203	Multiple shops including barber, Fitness, beauty	1947	Commercial	Eligible	

	Address	Parcel Number	Current Use/ Description	Year Built	Architectural Style	Current Historic Status	Local Landmark Name
50	212, 214, 216, 218 N. Palm Ave.	104856206	Small shops (Tax services and fitness)	1957	-	Surveyed	
51	215 W. C St.	104856201	Great Commission Church International (Christian Church)	1948 (additions 1955,1959,1966	Mid-Century Modern	Eligible	
52	137, 139, 143, 141 N. Euclid Ave. and 105 W. B St.	104856403	Old Gemmel's Pharmacy	1889	Brick Commercial	Nominated	
53	129 and133 N. Euclid Ave.	104856404	DolEx Financial Services	c. 1907	Brick Commercial	Eligible	
54	125 N. Euclid Ave.	104856405	Bravo's Store	1910	Brick Commercial	Eligible	Friend Block / O.O.F. Sommerest Hall/ People's Store
55	121 and 123 N. Euclid Ave.	104856406	Demolished - Vacant	1894	Commercial	Designated Landmark	Friend Block / O.O.F. Sommerest Hall/ People's Store
56	105, 109, 111, 115, 117 N. Euclid Av.	104856407	Verizon, Bally Spa, Night club, Motorcycle run	1889	Commercial	Designated Landmark	Rose Block
57	104,108, 110 & 112 W. Holt Blvd.	104856410	Botanica, Sabor Honduren, Beauty and Barber	1895	Commercial	Designated Landmark	Citizens Bank Block
58	105 N. Euclid Av.	104856408	Xolos Birria	1888	Brick Commercial	Designated Landmark	Holbrook Block

	Address	Parcel Number	Current Use/ Description	Year Built	Architectural Style	Current Historic Status	Local Landmark Name
59	101 N. Euclid Av.	104856409	T Mobile	1895	Commercial	Designated Landmark	Citizens Bank Block
60	121, 123, 125,127 W. B St	104856401	B St. Professional Bldg.; Document Preparation Services Inc., Logan's Candies, Isaprint,	c. 1930		Eligible	
62	115 W. B St.. 117 & 119 W. B St..	104856402	Income Tax office and residential upper floor	1922	Brick Commercial	Designated Landmark	Ontario Herald Building
63	114, 116, 118 W. Holt Blvd	104856411	Pirate staffing, Ontario Boxing Club	c. 1915	Brick Commercial	Eligible	
64	108 N. Laurel Ave./ 120, 122, 124, 126 W. Holt Blvd.	104856412	Jobs, Insurance, Pawnshop, paved parking	C 1910 (addition c. 1950)	Brick Commercial	Eligible	
65	203 W. B St./ 123, 127, 129 N. Laurel Ave	104856313	Body X Beauty, Pet grooming, Spa, Karate	1922 (retail commercial addition c. 1940)	Brick Commercial	Eligible	
66	207 W. B St.	104856312	Iglesia Fuente and paved parking	1949	Commercial	Eligible	
67	211, 213, 215, 217 W. B St.	104856303	Majestic Trophy, Boxing Club, Mary Kay, office	1953	Commercial	Eligible	

	Address	Parcel Number	Current Use/ Description	Year Built	Architectural Style	Current Historic Status	Local Landmark Name
69	225-227-229 W. B St. and 128-130 N Palm Ave	104856301	Evc Insurance & Services and the Vault Barbershop and Home	c. 1915 (commercial additions c. 1950)	Vernacular wood frame	Eligible	
70	120 N. Palm Ave.	104856311	House	c. 1915	Craftsman Bungalow	Eligible	
72	210, 212, 214, 216, 218 W. Holt Blvd.	104856308	Eagles Aere and Sams Liquor	1920	Brick Commercial	Eligible	

5.9.4 Historic Preservation - Certificates of Appropriateness and Demolition

To ensure that a proposed project involving new construction (infill), addition, alteration or demolition (full or partial) of a historic resource protects the historic character and integrity of the resource and any surrounding resources, an application for a Historic Preservation - Certificate of Appropriateness must be filed pursuant to section *4.02.050: Historic Preservation—Certificates of Appropriateness and Demolition of Historic Resources* of the Development Code. Issuance of a Waiver by the Planning Director or a Certificate of Appropriateness approved by the Historic Preservation Subcommittee or the Historic Preservation Commission shall be required for projects involving any of the following (4.02.050:B.2):

- Alteration, addition, restoration, rehabilitation, remodeling, relocation, repainting, and/or resurfacing of an historic resource.
- For any work to the exterior of any noncontributing historic resource located within the PUD area.
- Infill development within the PUD area; and
- Any demolition, whether in whole or in part, of a historic resource or a noncontributor within the PUD area.

The following findings need to be met for the Historic Preservation-Certificate of Appropriateness application to be acted upon (4.02.050:D.1):

- The proposed alteration, restoration, relocation, or construction will not detrimentally change, destroy or adversely affect any significant architectural feature of the resource;
- The proposed alteration, restoration, relocation, or construction will not detrimentally change, destroy or adversely affect the historic character or value of the resource;
- The proposed alteration, restoration, relocation, or construction will be compatible with the exterior character-defining features of the historic resource; and
- The proposed alteration, restoration, relocation, or construction will not adversely affect or detract from the character of the historic district.

The following findings need to be met for the Historic Preservation-Certificate of Appropriateness and Demolition application to be acted upon (4.02.050:D.2):

- The proposed demolition is necessary because all efforts to restore, rehabilitate, and/or relocate the resource have been exhausted;
- The proposed demolition is necessary because restoration/rehabilitation is not practical because the extensive alterations required would render the resource not worthy of preservation;
- The proposed demolition is necessary because failure to demolish the resource would adversely affect or detract from the character of the District; and
- The resource proposed to be demolished has been assigned a Tier III designation.

For approval of a Historic Preservation-Certificate of Appropriateness related to infill development within the PUD area, the following infill guidelines need to be incorporated into the design of all new buildings and structures (4.02.050:G.2; 4.02.050:I.1-4):

- New buildings, structures, or improvements constructed shall be designed to be compatible with the architectural style, features, and historic character of the properties within the PUD plan area.
- New buildings shall be compatible with the original style of the contributing buildings within the PUD plan area. The design of the new buildings shall therefore incorporate the following considerations:
    - The design features and details of contributing structures;
    - The height, width, and length of the new construction shall be consistent with the original characteristic of the contributing structures; and
    - The exterior materials and treatment shall be similar to the contributing structures.
- New buildings, structures, and/or improvements constructed on a historic property shall be designed to be compatible with the architectural style and features of contributing historic buildings and/or structures located on the historic property; and
- New buildings/structures shall be compatible with the original architectural style of the contributing historic buildings on the historic property. The design of the new construction shall incorporate the following considerations:
    - The design shall incorporate the design features and details of the historic structure;
    - The height, width, and length of the new building shall be consistent with the original characteristic of the historic building; and
    - The exterior materials and treatment shall be similar to the historic building.

5.9.5 Historic Architectural Guidelines

Section *7.01.065: Guidelines for the Treatment of Historic Properties* of the Development Code, which are supported by the Secretary of the Interior Standards for the Treatment of Historic Properties (Standards), is intended to provide appropriate design solutions that avoid adverse impacts to historic resources located within the PUD area. The guidelines provided in Section 7.01.065 of the Development Code should be used for any project in the PUD area.

To recognize and protect the historic significance of an architectural resource, it is important to understand the physical characteristics that are associated with various architectural styles to ensure that appropriate treatment approaches are used during any project involving a historic building, or when developing new buildings on or adjacent to a historic property. The City maintains a list of architectural styles with corresponding descriptions of the features that define each style on the Historic Preservation Program website. See the References and Resources at the end of this section for information on accessing the architectural style list.

New development that promotes context-sensitive and complementary buildings relative to the existing range of historic architectural buildings in Downtown West can help to create a cohesive district. Representative examples of existing historic buildings and their architectural styles in Downtown West and their associated characteristics are included below and on the following pages to help guide developers and architects in understanding the architectural styles and specific features present in the PUD area. While this is not an exhaustive list of the architectural styles present within the PUD area, the architectural styles referenced in the following pages constitute the primary styles present in the PUD area. To promote a cohesive district, new infill in the PUD area should use materials that are appropriate for and found within the district, such as glass, metal, siding, and brick.

Best practices for historic preservation propose that the architecture of new buildings and additions should not exactly replicate historic architectural styles, but rather be obviously differentiated while harmonizing with the scale, rhythm, and character of historic predecessors. Adjacent new construction, if it is not related to the property, should include clear differentiation. In addition, new construction should incorporate appropriate massing, scale, and buffers when located adjacent to a historic resource. Buffers may include setbacks and upper story stepbacks, for example. If construction is physically attached or located on a historic property, it should be reviewed for conformance with the Secretary of Interior's Standards.

MODERNE


Tower
Horizontal Orientation with Horizontal Grooves in Walls
Grouped Windows Create Strong Horizontal Lines
Flat Roof with Coping
Asymmetrical Facade
Smooth Stucco Wall Surface
Curved Wall with Window that Turns a Corner
Gloria's
Gloria's

ART DECO


Sharp "hard edge" corners
Smooth wall surface
Carved, fluted details on facade and pilasters
Vertical emphasis displayed through vertical roof projections
Flat roof with coping
"Setbacks" in the facade
Grouped windows draw eye up and emphasize verticality

CRAFTSMAN BUNGALOW



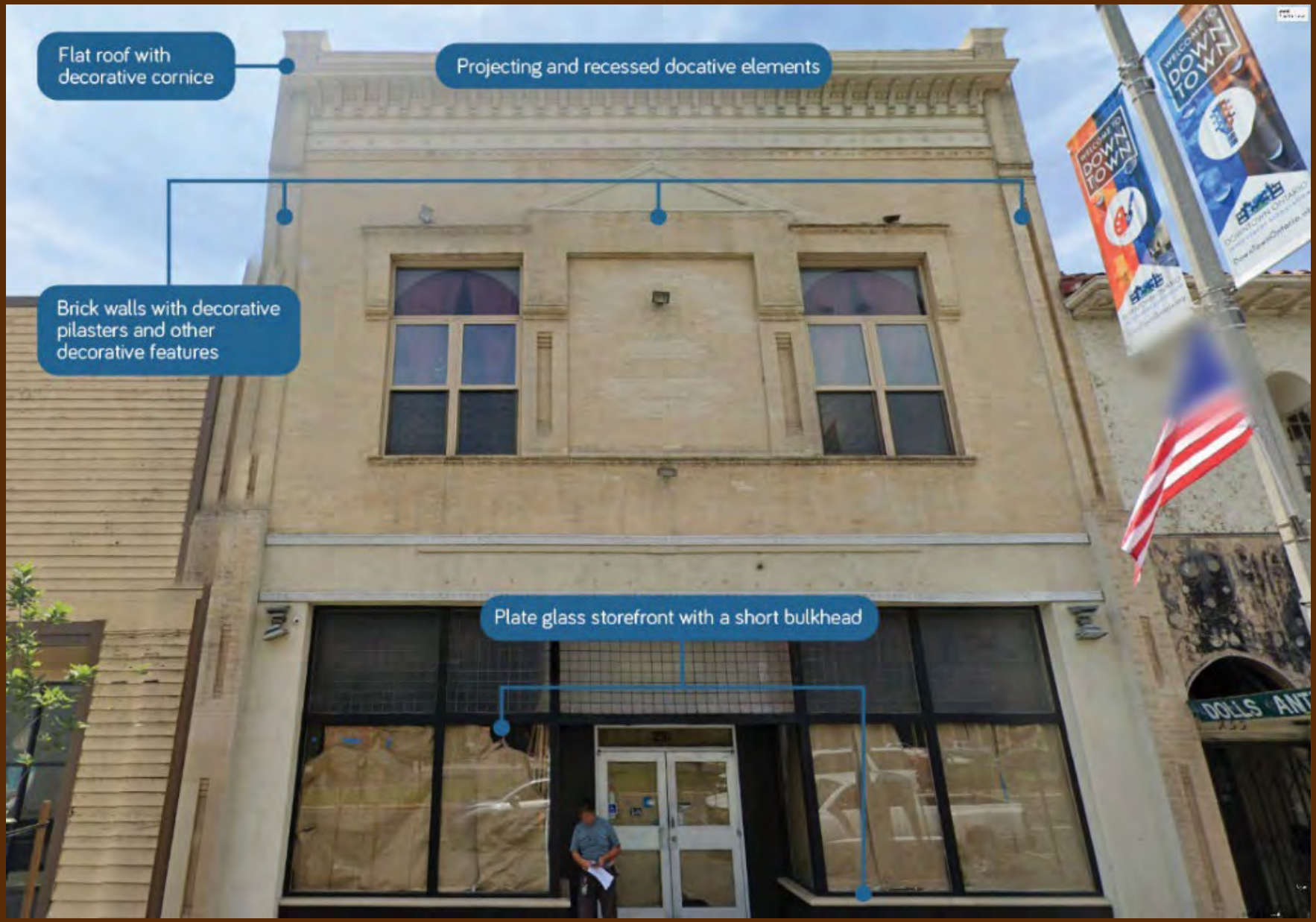
MINIMAL TRADITIONAL



BRICK COMMERCIAL



BRICK COMMERCIAL



BRICK COMMERCIAL



5.10 Public Art

As the City of Ontario continues to define itself as a desirable destination, the arts have taken on a greater role in enriching the lives of residents and enhancing the visitor experience. Public art may serve to delight and surprise, reflect upon the natural world, explore local history, express identity, or celebrate the contributions of important citizens. Ontario's vision is to expand this dialogue and interaction through site-specific, distinctive landmarks designed by professional artists. With this in mind, in 2022 the City established a new Public Art Program for private and civic development under Title 5 Chapter 33 of the Ontario Municipal Code. For a public art program to be successful, careful consideration must be given to the selection of artists and artwork concepts, materials, locations, and length of display. While the following typologies and applications listed below are intended for the PUD, planning will ultimately be governed by a comprehensive citywide master planning effort which will equitably address all regions and be developed in consultation with the Department of Museum, Arts & Culture's staff and the Public Art Advisory Commission.

5.10.1 Landmark Sculptures

Iconic and permanent large-scale outdoor works become inextricably linked with a district or city, and, over time, serve as enduring and cherished landmarks that are immediately recognizable. Portals, parklets, plazas and medians warrant special consideration as prime locations. Lighting helps showcase the artwork, while also making the space appear larger, safer, and more welcoming. Lighting can also serve as an integral part of the sculpture to captivate pedestrians in evening hours.



Cliff Garten. Zuckerberg Medical Center.



Ralph Helmick. Pasadena.



David Byrne. NYC.

5.10.2 Murals

Murals add immediate vibrancy and vitality to facades, setbacks, and blank walls. While murals may appear relatively easy and inexpensive to commission, careful planning needs to be in place in property-owner agreements, site selection, surface preparation, material quality, maintenance responsibilities, and the level of security in vulnerable areas such as alleys. Murals may be painted directly on to a surface or mounted on panels, or fabricated from tile or mosaic, depending on anticipated length of display.

5.10.3 Streetscape Amenities

Artists bring a unique and original perspective to design. The City can take advantage of this expertise and talent to beautify and energize the pedestrian environment through artist-designed enhancements to functional furnishings such as bike racks, bollards, benches, street poles and transit shelters.

5.10.4 Private Development

Artists bring a unique and original perspective to design. The City can take advantage of this expertise and talent to beautify and energize the pedestrian environment through artist-designed enhancements to functional furnishings such as bike racks, bollards, benches, street poles and transit shelters.

5.10.5 Temporary Programming

Artists bring a unique and original perspective to design. The City can take advantage of this expertise and talent to beautify and energize the pedestrian environment through artist-designed enhancements to functional furnishings such as bike racks, bollards, benches, street poles and transit shelters.



Chris Burden. *LACMA*.



Sonia Romero. MacArthur Park.



Deborah Ashheim. San Francisco.



Sonia Romero. Grand Park.

6 Public Realm Standards and Guidelines

6.1 Overview

Chapter 6 provides standards and guidelines for the public realm aimed at improving the sidewalk experience for all users. The public realm is defined as any publicly owned space, including streets, sidewalks, passageways, plazas, and other spaces that are accessible by everyone. An accessible, comfortable, and well-designed public realm is a crucial component to creating a sense of place, encouraging new development, and supporting the community.

This section will cover the following:

- Design standards for sidewalk clearance and outdoor dining to ensure that the sidewalk space throughout the PUD area can properly accommodate the multiple and simultaneous uses.
- Design guidelines for street furniture, pedestrian connections, signage and wayfinding, street trees, and parkways.





6.2 Design Standards

6.2.1 Sidewalk Clearance

1. **Minimum Sidewalk Clear Area.** A minimum clear area shall be maintained for pedestrian circulation within the public sidewalk zone. This minimum clear area may be reduced to 4 feet in width adjacent to City-approved outdoor dining facilities or tree grates per review authority. Exceptions include:

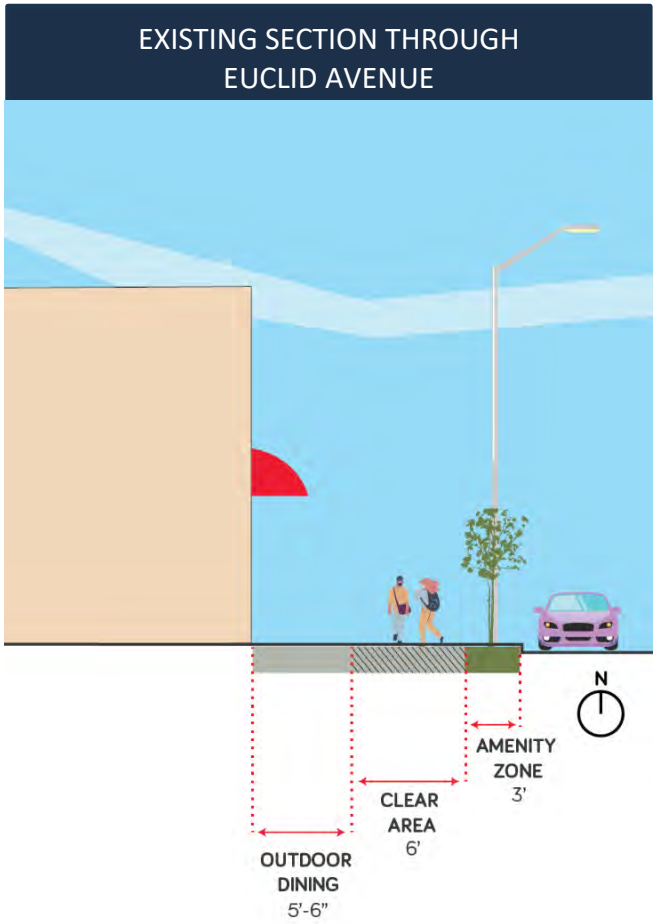
    a. **Euclid Avenue.** A minimum clear area of 6 feet shall be maintained for pedestrian movement.

    b. **B Street.** A minimum clear area of 4 feet on the southside of B Street shall be maintained for pedestrian movement.

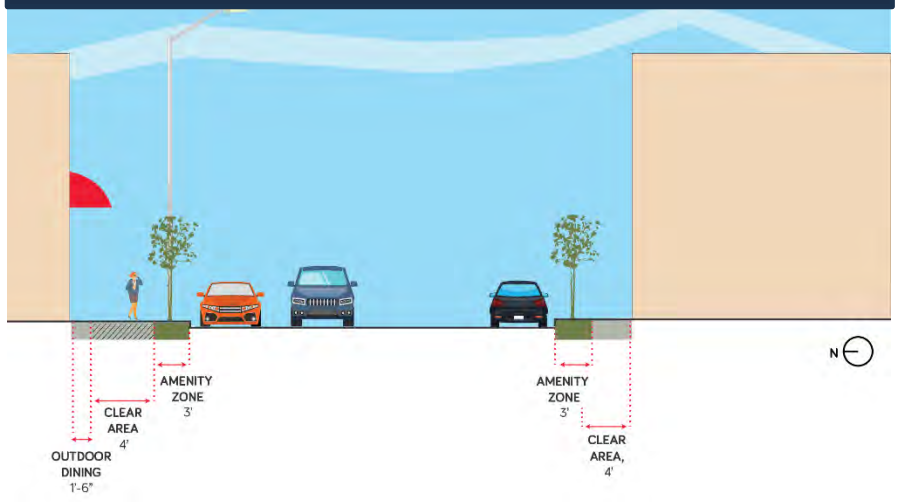
    c. **Laurel Avenue.** A minimum clear area of 5 feet shall be maintained for pedestrian movement.

    d. **Holt Boulevard.** A minimum clear area of 6 feet shall be maintained for pedestrian movement.

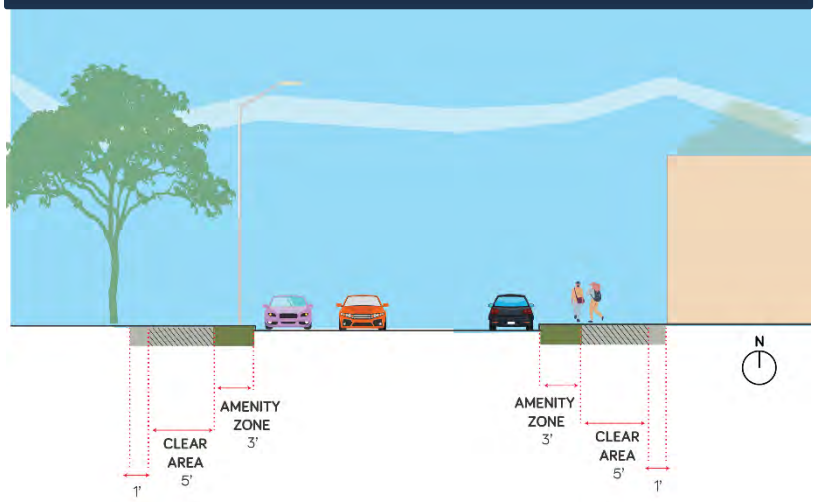
    e. **The Alley** A minimum clear area of 5 feet shall be maintained for pedestrian movement.



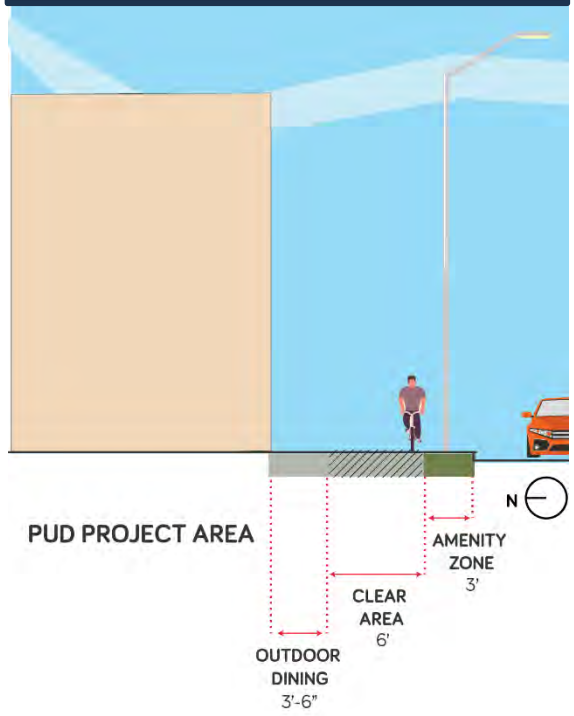
EXISTING SECTION THROUGH B STREET



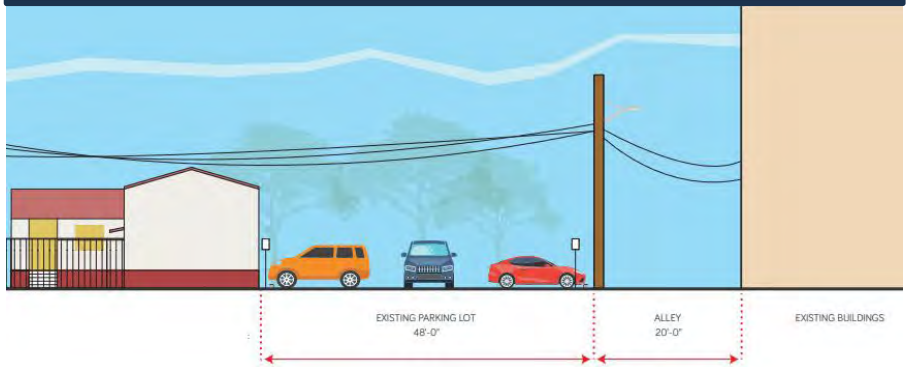
EXISTING SECTION THROUGH LAUREL AVENUE



EXISTING SECTION THROUGH HOLT BOULEVARD



EXISTING SECTION THROUGH THE ALLEY LOOKING NORTH TOWARDS D STREET



6.2.2 Outdoor Dining

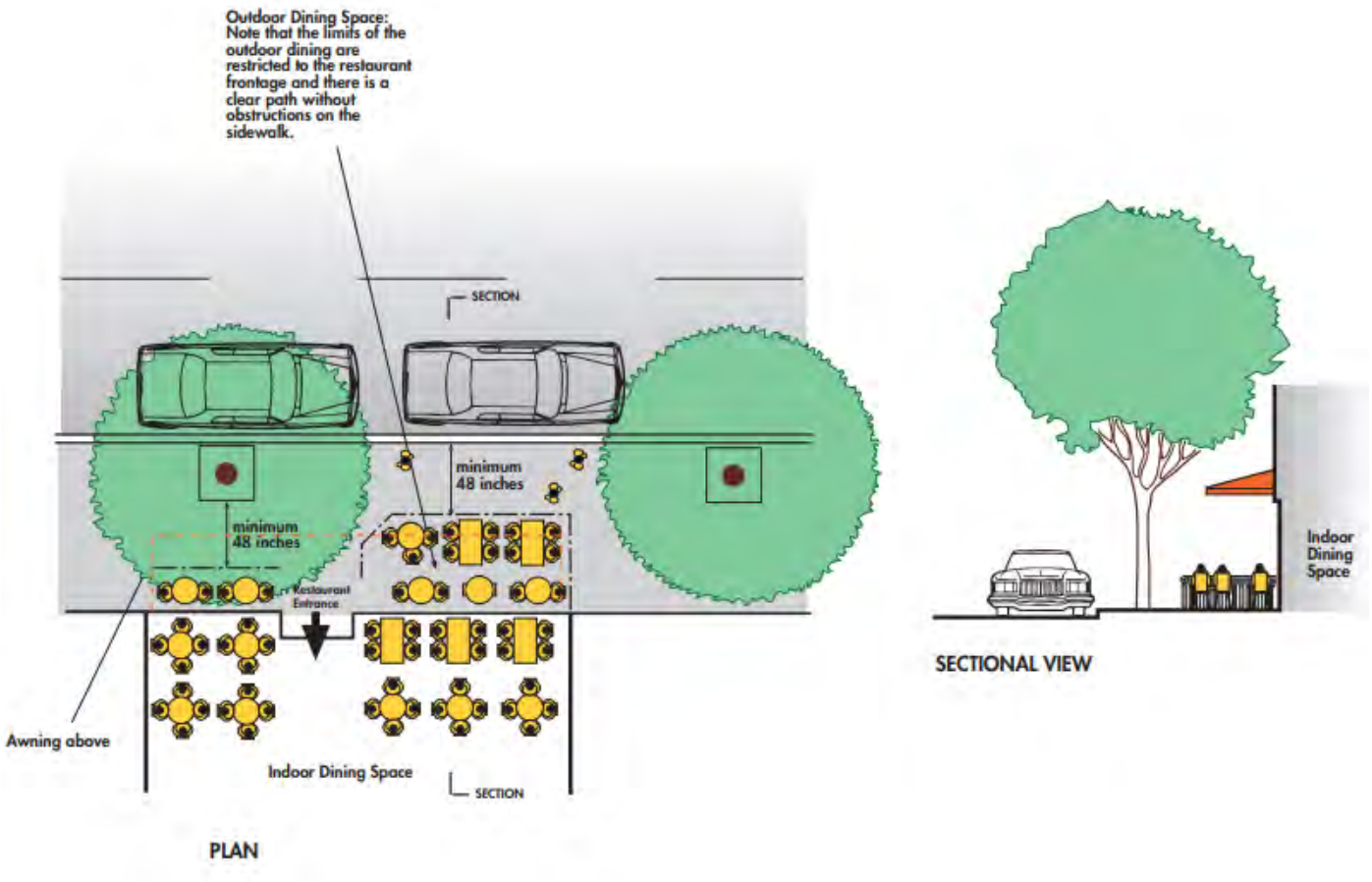
1. **Outdoor Dining.** Outdoor Dining areas adjacent to a street level eating or drinking establishment along any street frontage will require a permit to ensure sidewalk clearance and ADA requirements. Any such areas shall be designed in accordance with the provisions set forth in **Section 2A.7 of the Downtown Ontario Design Guidelines,** plus any additional features that may be required as part of a Conditional Use Permit for on-sale alcoholic beverages. Typical layout of outdoor sidewalk dining space is shown in Figure 6-1 from the Downtown Ontario Design Guidelines.

Outdoor Dining to Promote a Vibrant Euclid Avenue

Outdoor dining along Euclid Avenue is encouraged to promote a vibrant street. Outdoor dining along the sidewalk contributes to an active public realm with "eyes on the street" throughout the day. Providing a clear area on any public sidewalk is critical to ensuring that pedestrian movement is maintained, while allowing sidewalk dining and other uses on the sidewalk, such as street trees, benches, and other amenities.



Figure 6-1: Typical Layout of Outdoor Sidewalk Dining Space (Downtown Design Guidelines)

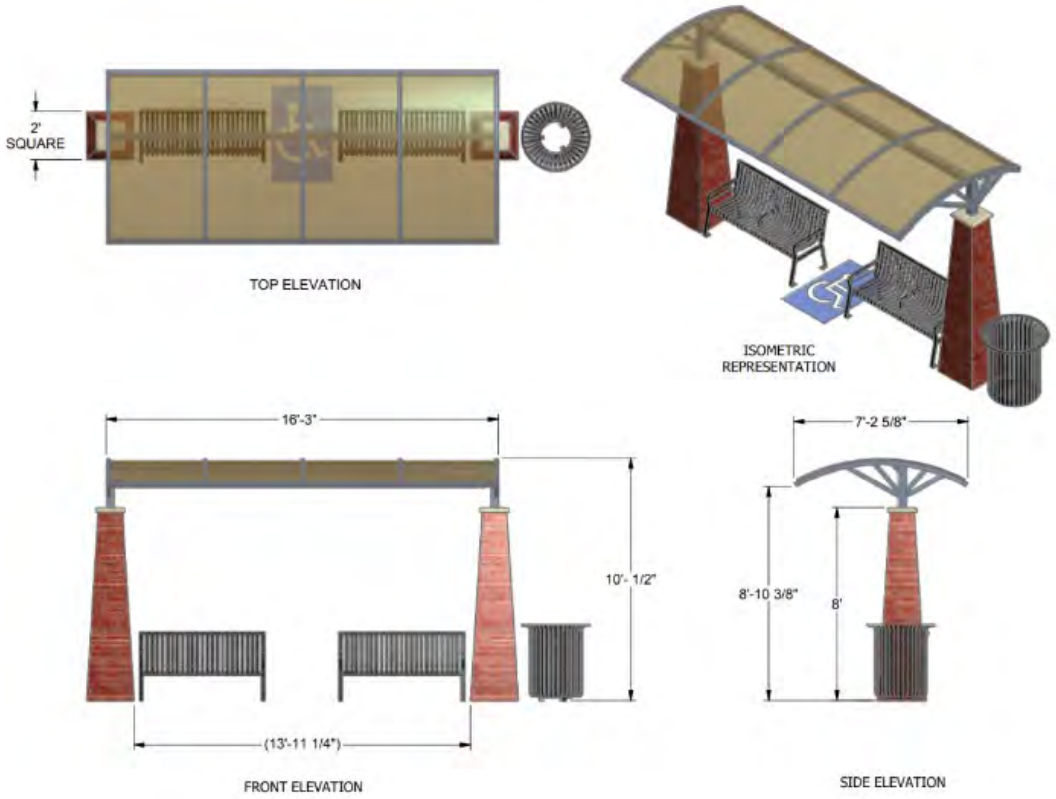


Source: Downtown Design Guidelines

6.3 Design Guidelines

6.3.1 Street Furniture

1. **Street Furniture.** Incorporate a high level of street furniture including lighting, bus shelters, benches, tree grates, bike racks, and trash receptables.



   a. **Location.** The selection of appropriate elements should consider those streets with the heaviest foot traffic, such as Euclid Avenue, Holt Avenue and B Street, as well as existing sidewalk widths, size and spacing of trees, proximity to store entrances, etc.

   b. **Identity.** Street furniture should reflect the special character and theme of downtown Ontario to create a district identity. The use of repetitive materials and textures will create a rhythm and consistency that will bring continuity to the Districts and Blocks within the PUD area. Bus shelter furniture shall be constructed with decorative brick,.

   c. **ADA.** All street furniture shall comply with American with Disabilities Act of 1990.

   d. **Lighting.** Incorporate pedestrian-scaled lighting fixtures that emit a warm light along the streets and sidewalks; the sidewalks should be well-lit.

      i. **Euclid Avenue.** A combination of standard concrete and "King" standard post-top streetlights (Standard Drawing #5103) with LED lamps should be placed within the public sidewalk zone.

      ii. **Holt Boulevard.** A "King" standard post-top streetlights with LED lamps should be placed within the public sidewalk zone.

      iii. **Local Streets.** King standard post-top lights should be placed within the public sidewalk zone.

   e. **Glare.** Direct lighting along sidewalks and pedestrian pathways to produce a minimal glare.



i. All post-top lamps should incorporate shielding within the luminaire and/or globe to prevent glare into upper-level residential windows.

f. **Overhead Lighting.** Provide a minimum clearance height as required by City Services and the Fire Department for overhead lighting above local streets, such as B Street and The Alley to accommodate commercial trucks, service and maintenance vehicles, and emergency vehicles.

g. **Furniture Requirements.**

i. Benches should have arms and backs.

ii. A powder-coated, dark finish should be applied to all fixtures and furniture.

iii. Bollards may be placed at entrances to bicycle/pedestrian pathways and where controlled emergency, or maintenance access is required or desired. A bottom locking mechanism shall be provided to enable easy removal by authorized City personnel.

iv. Litter receptacles should have a fixed top.

v. Design of bus stop benches and shelters should satisfy the criteria specified by the City and local transit agency (currently Omnitrans).

vi. Bike racks should be located adjacent to parking areas or bicycle/pedestrian pathways.



Street Benches



Trash Receptacles

Street furniture in the PUD area is intended to match those identified in the Downtown Civic Center Planned Unit Development, shown at left, to create a consistent streetscape identity along the west and east sides of Euclid Avenue

6.3.2 Pedestrian Connections

1. **Pedestrian Pathways**. Regard sidewalks and paseos as unifying elements throughout the PUD area. Design and locate enhanced pathways and connections to promote walkability within Downtown.

2. **Euclid Avenue Pedestrian Paseos.** Provide mid-block paseos, where appropriate for clear and comfortable pedestrian circulation between Euclid Avenue and The Alley. Provide mid-block paseos and connections between Euclid Avenue to public outdoor spaces and public parking garages. See **Section 5.6.2** for required paseo dimensions.

3. **Traffic Calming.** Where applicable, implement traffic calming measures throughout the PUD area, including bulb-outs, enhanced crosswalks, and others to facilitate safe and comfortable pedestrian connections.



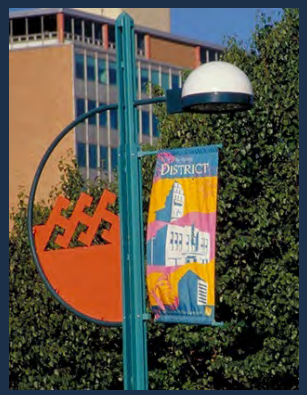
6.3.3 Public Realm Signage and Wayfinding

1. **The Alley Gateways.** Points of entry to the alley should include gateway elements or signage to create a sense of "welcoming" and wayfinding into the space.

2. **Signage.** Utilize signage and/or environmental graphics to aid in pedestrian orientation and wayfinding.

Signs and Wayfinding in the Public Realm to Promote Identity

Signs and wayfinding within the public realm can provide many functions in a downtown area and can be oriented for pedestrians or vehicles. The types that are encouraged for the PUD area include district markers, banners, monument signage, pedestrian signage (eye level or on the ground), important places, such as historic or cultural resources, and alleys. Themes for signs and wayfinding in the public realm should be aligned with the Downtown Ontario Design Guideline's Historic Preservation Retail Subdistrict for the PUD area.









6.3.4 Parkways and Street Trees

1. **Parkways and Street Trees.** Parkways and street trees in the PUD area are subject to the City of Ontario Landscape Development Guidelines, the Master Street Tree Plan, and the City of Ontario Development Code. Tree plantings and design, such as tree sizes, irrigation methods, and tree wells require flexibility in the PUD area.

    a. **Euclid Avenue and Laurel Avenue Street Trees.** Appropriate street tree species and recommended sizes for Euclid Avenue is provided in **Table 6-1.**

Table 6-1: Recommended Street Trees in the PUD Area

Botanical Name	Common Name	Recommended Size	Comments
Euclid Avenue			
Brachychiton Populneus	Bottle Tree	24” Box	Standard
Pinus Elderica	Afghan Pine	24” Box	Standard
Laurel Avenue			
Eucalyptus Torquata	Coral Gum	24” Box	Standard

Importance of Street Trees and Parkways

Street trees and parkways are important components of the public realm, and help to contribute to shade, a sense of place, and overall pedestrian comfort. The consistent use of tree species, size, and spacing along a street can help to create a pleasant rhythm and identify for an area. Species choices should consider access to both shade and sun along sidewalks.



7 Administration and Implementation

7.1 Development Code

Any terms not defined herein and any issues affecting the design and development of Projects in the PUD area that not specifically addressed in this PUD shall be governed by the provisions of the Ontario Development Code and the City's Standard Conditions of Approval Resolution No. R2017-027 for development.

7.2 Development Applications

Development Plan approval, pursuant to the requirements of Ontario Development Code Section 4.02.025 (Development Plans), shall be required for any Project that entails the physical alteration of any lot, construction of a building, or addition or significant alteration of an existing building in the PUD area as required by the Ontario Development Code. For each Project, a Development Plan application shall be submitted to the Planning Department on a City application form pursuant to the requirements of Ontario Development Code Division 2.02 (Application Filing and Processing), commencing with Subsection B (Discretionary Permits and Actions) of Section 2.02.015 (Application Processing Procedures).

7.3 Certificate of Appropriateness

To ensure proper implementation of the historic resource preservation and mitigation measures established in the Mitigated Negative Declaration for the PUD, an application for a Certificate of Appropriateness ("C of A") shall be submitted and approved in conjunction with each private or public improvement in the PUD area. Application requirements and required findings for approval of a C of A are pursuant to Section 4.02.050 (Historic Preservation—Certificates of Appropriateness and Demolition of Historic Resources) of the Ontario Development Code.

7.4 Exceptions

Deviation from the development standards set forth in this PUD document may be granted up to a maximum of 10 percent by the Zoning Administrator. Any deviation that is greater than 10 percent shall require an amendment to this PUD.

7.5 CEQA Compliance

The Downtown West PUD Mitigated Negative Declaration was prepared in coordination with the City and in compliance with the City's Guidelines for the Implementation of the "California Environmental Quality Act (CEQA)" (See Appendix B). In 2022 The Ontario Plan or the City's General Plan was approved and the SEIR certified which approved updated land use designations through the City. Preparation of this Planned Unit Development or PUD has demonstrated that a Mitigated Negative Declaration for the approval of the PUD should be prepared. The Ontario Plan Final SEIR serves as a guide and many of the policies from the plan have been incorporated by reference. The Mitigated Negative Declaration for this project includes programmatic and project-level analysis of future land use intensities and changes to the public realm. Issues identified included historic resources, transportation, and aesthetics. No unmitigated impacts were present.

The City will be responsible for implementation of the Mitigation Monitoring and Reporting Program approved for the Downtown West Planned Unit Development project. This may involve application of one or more mitigation measures to implement this PUD, or fair-share proportions thereof.

7.6 Implementation

Implementation of the PUD will be primarily through the adoption of the new land use and development regulations. However, implementation of the holistic vision and guiding principles for the PUD area will require coordination across City departments and regional agencies, as well as funding to plan, design, and construct supportive investments in the public realm. These next steps will be implemented over time and will complement the land use and development regulations included in this PUD.

Integrated shared infrastructure facilities, such as parking, trash services, and open space opportunities to support new development and uses in the downtown area.

Traffic calming and public realm enhancements, such as bulb outs, crosswalk improvements, new street trees, and others.

Downtown Historic Designation which will be determined through a survey of Ontario's historic district using the themes of early commerce and settlement.

Downtown Wayfinding and Signage Program can help to create a consistent image for the city; improve navigation for all modes of travel; guide visitors to landmarks, facilities, and services; and promote walking, bicycling, and mass transit.

Active transportation improvements, such as the planned bike boulevard on Vine Avenue and B Street that will connect Ontario's historic downtown with De Anza Community & Teen Center and park, funded through the State's Active Transportation Program (ATP). Additional ATP grants can be explored to fund future active transportation improvements that benefit the PUD area.

Public transit investments, such as the West Valley Connector (WVC) project, which will be a 100% zero-emission Bus Rapid Transit (BRT) system that will upgrade a portion of existing Route 61 which runs along Holt Boulevard, additional approximately 3.5 miles of center running, dedicated bus-only lanes, and provide an improved transit connection to Ontario International Airport, two Metrolink lines, and multiple major activity centers.

8 Section References and Additional Resources

8.1 Historic Preservation

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Appendix A
Ordinance Adopting PUD

Appendix B
Mitigation Monitoring Program

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO APPROVING A MITIGATED NEGATIVE DECLARATION IN ACCORDANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AS AMENDED, AND ADOPTING A RELATED MITIGATION MONITORING AND REPORTING PROGRAM FOR FILE NO PUD23-004

WHEREAS, prior to the adoption of this Resolution, the Planning Director of the City of Ontario prepared an Initial Study, and approved for circulation, an Initial Study/Mitigated Negative Declaration for File No. PUD23-004 (hereinafter referred to as "MND"), all in accordance with the requirements of the California Environmental Quality Act of 1970, together with state and local guidelines implementing said Act, all as amended to date (collectively referred to as "CEQA"); and

WHEREAS, File No. PUD23-004 analyzed under the MND consists of a Planned Unit Development (PUD) for development to establish planning and design principles, development regulations and performance standards to govern future development of 21.58 acres of land, generally located south of E Street, north of Holt Boulevard, west of Euclid Avenue, east of Palm Avenue, and the northern portion of the block between Fern and Palm Avenues and C and D Streets, in the City of Ontario, California (hereinafter referred to as the "Project"); and

WHEREAS, the MND concluded that implementation of the Project could result in a number of significant effects on the environment and identified mitigation measures that would reduce each of those significant effects to a less-than-significant level; and

WHEREAS, in connection with the approval of a project involving the preparation of an MND that identifies one or more significant environmental effects, CEQA requires the approving authority of the lead agency to incorporate feasible mitigation measures that would reduce those significant environment effects to a less-than-significant level; and

WHEREAS, whenever a lead agency approves a project requiring the implementation of measures to mitigate or avoid significant effects on the environment, CEQA also requires a lead agency to adopt a Mitigation Monitoring and Reporting Program to ensure compliance with the mitigation measures during project implementation, and such a Mitigation Monitoring and Reporting Program has been prepared for the Project for consideration by the approving authority of the City of Ontario as lead agency for the Project (hereinafter referred to as the "MMRP"); and

WHEREAS, the City of Ontario is the lead agency on the Project, and the City Council is the approving authority for the proposed approval to construct and otherwise undertake the Project; and

WHEREAS, the City Council has reviewed and considered the MND and related MMRP for the Project, and intends to take actions on the Project in compliance with CEQA and state and local guidelines implementing CEQA; and

WHEREAS, the MND and related MMRP for the Project are on file in the Planning Department, located at 303 East "B" Street, Ontario, CA 91764, are available for inspection by any interested person at that location and are, by this reference, incorporated into this Resolution as if fully set forth herein.

NOW, THEREFORE, IT IS HEREBY FOUND, DETERMINED, AND RESOLVED by the City Council of the City of Ontario, as follows:

SECTION 1: *Environmental Determination and Findings.* As the decision-making body for the Project, the City Council has reviewed and considered the information contained in the MND and the administrative record for the Project, including all written and oral evidence provided during the comment period. Based upon the facts and information contained in the MND and the administrative record, including all written and oral evidence presented to the City Council, the City Council finds as follows:

(1) The MND and administrative record have been completed in compliance with CEQA, the State CEQA Guidelines and the City of Ontario Local CEQA Guidelines; and

(2) The MND contain a complete and accurate reporting of the environmental impacts associated with the Project and reflects the independent judgment of the City Council; and

(3) There is no substantial evidence in the administrative record supporting a fair argument that the project may result in significant environmental impacts; and

(4) All environmental impacts of the Project are either insignificant or can be mitigated to a level of insignificance pursuant to the mitigation measures outlined in the MND and the related MMRP.

SECTION 2: *City Council Action.* The City Council does hereby find that based upon the entire record of proceedings before it, and all information received, that there is no substantial evidence that the Project will have a significant effect on the environment and does hereby adopt the MND and related MMRP prepared for the Project, attached hereto as "Attachment A," and incorporated herein by this reference.

SECTION 3: *Indemnification.* The Applicant shall agree to defend, indemnify and hold harmless, the City of Ontario or its agents, officers, and employees from any claim, action or proceeding against the City of Ontario or its agents, officers or employees to attack, set aside, void, or annul this approval. The City of Ontario shall promptly notify the applicant of any such claim, action, or proceeding, and the City of Ontario shall cooperate fully in the defense.

SECTION 4: *Custodian of Records.* The documents and materials that constitute the record of proceedings on which these findings have been based are located at the City of Ontario City Hall, 303 East "B" Street, Ontario, California 91764. The custodian for these records is the City Clerk of the City of Ontario.

The City Clerk of the City of Ontario shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 16th day of July 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

<u>ATTACHMENT A</u>:

Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program

(Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program follows this page)

City of Ontario
Planning Department
303 East B Street
Ontario, California 91764
Phone: 909-395-2036
ontarioca.gov/Planning

ATTACHMENT A

California Environmental Quality Act

Mitigation Monitoring and Reporting Program

Project Title: Downtown West Planned Unit D
PUD23-004

Project File No.:

Project Sponsor: City of Ontario

Lead Agency/Contact Person: Diane Ayala, Senior Planner, City of Ontario, Planning Department, 303 East B Street, Ontario, California 91764 (909) 395-2036

Mitigation Measures/Implementing Action	*Responsible for Monitoring*	*Monitoring Frequency*	*Timing of Verification*	*Method of Verification*	*Verified (Initial/Date)*	*Sanctions for Non-Compliance*
Cultural Resources						
MM-CUL-1. Issuance of a Certificate of Appropriateness pursuant to City's Development Code (Chapter 4, Permits, Actions, and Decisions) is required for all exterior alterations to existing buildings, and new construction on vacant or redeveloped sites that are located within the PUD boundary area prior to plan or development project approval.	Planning Dept	Building Permit Issuance	Prior to issuance of Building Permit	Plan Check		Withhold Building Permit
MM-CUL-2. Historic or potentially historic resources located within the PUD boundary shall be evaluated for historic significance through the City's tier system prior to the issuance of plan or development approvals.	Planning Dept	Project Approval	Prior to project approval	Tier Determination		Withhold Approval
MM-CUL-3. A. Partial Demolition of Tier I, II, or III Historic Resources that do not result in loss of character defining features or cause adverse impacts to the integrity of the historic resource shall be documented pursuant to the Historic American Building Survey (HABS) standards to include photographs and cataloging of the exterior and interior of the resource prior to issuance of a building permit.	Planning Dept	Project Approval	Prior to issuance of Building permit	Plan Check		Withhold Building Permit

Mitigation Measures/Implementing Action	*Responsible for Monitoring*	*Monitoring Frequency*	*Timing of Verification*	*Method of Verification*	*Verified (Initial/Date)*	*Sanctions for Non-Compliance*
B. As established in the TOP SEIR 2050, mitigation measures for demolition (full or in part) of Tier III Historic Resources shall include the following: 1) Each historic resource shall be fully documented and cataloged pursuant to Historic American Building Survey/Historic American Engineering Record (HABS/HAER) standards, to provide a record of the resource, including, but not limited to: [i] the preparation of site plans, floor plans, exterior and interior elevations, and detail drawings of character defining features (such as moldings, stairs, etc.); and [ii] photographs of the resource, including the exterior, interior, and interior and exterior character defining features (such as moldings, light fixtures, trim patterns, etc.). 2) A mitigation fee established pursuant to Section 7.01.030 (Historic Preservation Mitigation Fee) shall be paid to the City prior to the issuance of a demolition permit for Tier III historic resources. 3) A Certificate of Appropriateness shall not be issued for the demolition of an historic resource, either in whole or in part, until such time that a demolition permit application and a replacement structure has been approved by the City, and appropriate permits have been issued for its construction, a deferral of the replacement structure requirement is granted pursuant to Subsection G(Replacement Structure Deferral) of Section 4.02.050; or [iii] demolition is required pursuant to Section 7.01.050 (Unsafe or Dangerous Conditions) of this Development Code. 4) In an effort to preserve features and artifacts from historic resources, a determination whether items within or on the resource should be salvaged must be made by the Planning Department and may include the local historical society prior to the issuance of the demolition permit. The applicant shall be						

Mitigation Measures/Implementing Action	*Responsible for Monitoring*	*Monitoring Frequency*	*Timing of Verification*	*Method of Verification*	*Verified (Initial/Date)*	*Sanctions for Non-Compliance*
responsible for the removal, relocation, storage, and donation of such items selected for salvaging. The applicant shall provide an inventory of salvaged items to the Planning Department, and shall include a list of each item name, description, and dimension (as necessary), and the location of each item on a floor plan. C. Full Demolition or partial demolition which results in loss or adverse impacts to character defining features of a Tier I or Tier II Historic Resource shall require preparation of and EIR or Focus EIR.						
MM-CUL-4. In the event that cultural resources are discovered during project activities, all work in the immediate vicinity of the find (within a 60-foot buffer) shall cease and a qualified archaeologist meeting Secretary of Interior standards shall be hired to assess the find. Work on the other portions of the project outside of the buffered area may continue during this assessment period. Additionally, the Yuhaaviatam of San Manuel Nation Cultural Resources Department (YSMN) shall be contacted, as detailed within TCR-1, regarding any pre-contact finds and be provided information after the archaeologist makes his/her initial assessment of the nature of the find, so as to provide Tribal input with regards to significance and treatment.	Planning Dept & Building Dept	During Construction	During Construction	Site Inspection		Withhold Building Permit
MM-CUL-5. If significant pre-contact and/or historic-era cultural resources, as defined by CEQA (as amended, 2015), are discovered and avoidance cannot be ensured, the archaeologist shall develop a Monitoring and Treatment Plan, the drafts of which shall be provided to YSMN for review and comment, as detailed within TCR-1. The archaeologist shall	Planning Dept & Building Dept	During Construction	During Construction	Site Inspection		Withhold Building Permit

Mitigation Measures/Implementing Action	*Responsible for Monitoring*	*Monitoring Frequency*	*Timing of Verification*	*Method of Verification*	*Verified (Initial/Date)*	*Sanctions for Non-Compliance*
monitor the remainder of the project and implement the Plan accordingly.						
MM-CUL-6. If human remains or funerary objects are encountered during any activities associated with the project, work in the immediate vicinity (within a 100-foot buffer of the find) shall cease and the County Coroner shall be contacted pursuant to State Health and Safety Code §7050.5 and that code enforced for the duration of the project.	Planning Dept & Building Dept	During Construction	During Construction	Site Inspection		Withhold Building Permit
Noise						
MM-NOI-1 Construction Noise Abatement. Construction activities associated with new development that occurs near sensitive receptors shall be evaluated for potential noise impacts. Construction contractors shall implement the following measures for construction activities in the City of Ontario. Construction plans submitted to the City shall identify these measures on demolition, grading, and construction plans. The City of Ontario Planning and Building Departments shall verify that grading, demolition, and/or construction plans submitted include these notations prior to issuance of demolition, grading, and/or building permits: 1. Construction activity is limited to the hours between 7:00 am and 6:00 pm Monday through Friday and 9:00 am to 6:00 pm Saturdays and Sundays, as prescribed in Municipal Code Section 5-29.09. 2. During the entire active construction period, equipment and trucks used for project construction shall use the best-available noise control techniques wherever feasible (e.g., improved mufflers, equipment re-design, use of intake silencers, ducts,	Planning Dept & Building Dept	During Construction	During Construction	Site Inspection		Withhold Building Permit

Mitigation Measures/Implementing Action	*Responsible for Monitoring*	*Monitoring Frequency*	*Timing of Verification*	*Method of Verification*	*Verified (Initial/Date)*	*Sanctions for Non-Compliance*
engine enclosures, and acoustically attenuating shields or shrouds). 3. Impact tools (e.g., jack hammers and hoe rams) shall be hydraulically or electrically powered wherever possible. Where the use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used along with external noise jackets on the tools. 4. Stationary equipment such as generators and air compressors shall be located as far as feasible from nearby noise-sensitive uses. 5. Stockpiling shall be located as far as feasible from nearby noise-sensitive receptors. 6. Construction traffic shall be limited, to the extent feasible, to approved haul routes established by the City's Engineering Department. 7. At least 10 days prior to the start of construction activities, a sign shall be posted at the entrance(s) to the job site, clearly visible to the public, that includes permitted construction days and hours as well as the telephone numbers of the City's and contractor's authorized representatives that are assigned to respond in the event of a noise or vibration complaint. If the authorized contractor's representative receives a complaint, he/she shall investigate, take appropriate corrective action, and report the action to the City. 8. Signs shall be posted at the job site entrance(s), within the onsite construction zones, and along queueing lanes (if any) to reinforce the prohibition of unnecessary engine idling. All other equipment shall be turned off if not in use for more than 5 minutes.						

Mitigation Measures/Implementing Action	*Responsible for Monitoring*	*Monitoring Frequency*	*Timing of Verification*	*Method of Verification*	*Verified (Initial/Date)*	*Sanctions for Non-Compliance*
9. During the entire active construction period and to the extent feasible, the use of noise-producing signals, including horns, whistles, alarms, and bells, shall be for safety warning purposes only. The construction manager shall use smart back-up alarms, which automatically adjust the alarm level based on the background noise level or switch off back-up alarms and replace with human spotters in compliance with all safety requirements and laws. 10. Erect temporary noise barriers (at least as high as the exhaust of equipment and breaking line-of-sight between noise sources and sensitive receptors), as necessary and feasible, to maintain construction noise levels at or below the performance standard of 80 dBA Leq. Barriers shall be constructed with a solid material that has a density of at least 1.5 pounds per square foot with no gaps from the ground to the top of the barrier and may be lined on the construction side with an acoustical blanket, curtain, or equivalent absorptive material (City of Ontario 2022a).						
MM-NOI-2. Construction Vibration Abatement. Prior to issuance of a building permit, individual projects that involve vibration intensive construction activities, such as pile drivers, jack hammers, and vibratory rollers near sensitive receptors shall be evaluated for potential vibration impacts. For construction within 135 feet of fragile structures, such as historical resources, within 100 feet of nonengineered timber and masonry buildings (e.g., most residential buildings), or within 75 feet of engineered concrete and masonry (no plaster); or a vibratory roller within 25 feet of any structure, the project applicant shall prepare a noise and vibration	Planning Dept & Building Dept	During Construction	During Construction	Site Inspection		Withhold Building Permit

Mitigation Measures/Implementing Action	*Responsible for Monitoring*	*Monitoring Frequency*	*Timing of Verification*	*Method of Verification*	*Verified (Initial/Date)*	*Sanctions for Non-Compliance*
analysis to assess and mitigate potential noise and vibration impacts related to these activities. This noise and vibration analysis shall be conducted by a qualified and experienced acoustical consultant or engineer. The vibration levels shall not exceed Federal Transit Administration (FTA) architectural damage thresholds (e.g., 0.12 inches per second [in/sec] peak particle velocity [PPV] for fragile or historical resources, 0.2 in/sec PPV for nonengineered timber and masonry buildings, and 0.3 in/sec PPV for engineered concrete and masonry). If vibration levels would exceed this threshold, alternative uses shall be used, such as drilling piles as opposed to pile driving and static rollers as opposed to vibratory rollers. If necessary, construction vibration monitoring shall be conducted to ensure vibration thresholds are not exceeded.						
Tribal Cultural Resources						
MM-TCR-1. The Yuhaaviatam of San Manuel Nation Cultural Resources Department (YSMN) shall be contacted, as detailed in CUL-4, of any pre-contact cultural resources discovered during project implementation, and be provided information regarding the nature of the find, so as to provide Tribal input with regards to significance and treatment. Should the find be deemed significant, as defined by CEQA (as amended, 2015), a cultural resources Monitoring and Treatment Plan shall be created by the archaeologist, in coordination with YSMN, and all subsequent finds shall be subject to this Plan. This Plan shall allow for a monitor to be present that represents YSMN for the remainder of the project, should YSMN elect to place a monitor on-site.	Building Dept & Planning Dept	During Construction	Upon discovery	Copy of executed contract		Withhold grading permit
MM-TCR-2. Any and all archaeological/cultural documents created as a part of the project (isolate	Building Dept & Planning Dept	During Construction	Upon discovery	Copy of executed contract		Withhold grading permit

Mitigation Measures/Implementing Action	*Responsible for Monitoring*	*Monitoring Frequency*	*Timing of Verification*	*Method of Verification*	*Verified (Initial/Date)*	*Sanctions for Non-Compliance*
records, site records, survey reports, testing reports, etc.) shall be supplied to the applicant and Lead Agency for dissemination to YSMN. The Lead Agency and/or applicant shall, in good faith, consult with YSMN throughout the life of the project. Note: Yuhaaviatam of San Manuel Nation realizes that there may be additional tribes claiming cultural affiliation to the area; however, Yuhaaviatam of San Manuel Nation can only speak for itself. The Tribe has no objection if the agency, developer, and/or archaeologist wishes to consult with other tribes in addition to YSMN and if the Lead Agency wishes to revise the conditions to recognize additional tribes.						

Draft Initial Study/Mitigated Negative Declaration

Downtown West Planned Unit Development

APRIL 2024

Prepared for:

CITY OF ONTARIO PLANNING DEPARTMENT
303 East B Street
Ontario, California 91764
Phone: 909.395.2036 / Fax: 909.395.2420
Contact: Diane Ayala

Printed on 30% post-consumer recycled material.

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ACRONYMS AND ABBREVIATIONS

Acronym/Abbreviation	Definition
AQMP	air quality management plan
BMP	best management practice
CAAQS	California Ambient Air Quality Standards
CalEEMod	California Emissions Estimator Model
CALGreen	California Green Building Standards
CARB	California Air Resources Board
CBC	California Building Code
CCAP	Community Climate Action Plan
CEQA	California Environmental Quality Act
CFC	California Fire Code
CO	carbon monoxide
CO_2e	carbon dioxide equivalent
DPM	diesel particulate matter
EIR	environmental impact report
GHG	greenhouse gas
IEUA	Inland Empire Utilities Agency
in/sec	inches per second
IS	initial study
MND	mitigated negative declaration
MRZ	Mineral Resource Zone
MT	metric ton
NAAQS	National Ambient Air Quality Standards
NAHC	Native American Heritage Commission
NO_x	oxides of nitrogen
OPD	Ontario Police Department
PM_{10}	particulate matter with an aerodynamic diameter equal to or less than 10 microns
$PM_{2.5}$	particulate matter with an aerodynamic diameter equal to or less than 2.5 microns
PPV	peak particle velocity
PRC	California Public Resources Code
PUD	Planned Unit Development
SB	Senate Bill
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SLF	Sacred Lands File
SO_x	sulfur oxides
TAC	toxic air contaminant
TAZ	traffic analysis zone
TCR	tribal cultural resource
TOP	The Ontario Plan
VMT	vehicle miles traveled
VOC	volatile organic compound

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INTRODUCTION

Project Overview

The City of Ontario (City) is proposing the Downtown West Planned Unit Development (PUD) in Ontario.[1] The Downtown West PUD is intended to function as a set of development regulations and planning and design principles to govern the development or redevelopment of an eight-and-a-half block area in downtown Ontario, California. The Downtown West PUD would support a variety of businesses, housing opportunities for residents, open spaces, entertainment uses, and institutional uses while preserving its historic character, buildings, neighborhoods, and places.

California Environmental Quality Act Compliance

The Downtown West PUD is a project subject to compliance with the California Environmental Quality Act (CEQA), with the City serving as the lead agency responsible for the environmental impact review and the approval of the proposed Downtown West PUD. Based on the findings of this initial study (IS), the City has made the determination that a mitigated negative declaration (MND) is the appropriate environmental document to be prepared in compliance with CEQA (California Public Resources Code [PRC], Section 21000 et seq.).

The City has directed and supervised the preparation of this MND and is in conformance with Section 15070(a) of the CEQA Guidelines (14 CCR 15000 et seq.). The purpose of the MND and the IS checklist is to determine any potentially significant impacts associated with the Downtown West PUD and to incorporate mitigation measures into the project design, as necessary, to reduce or eliminate the significant or potentially significant effects. As determined in this IS/MND, there is no substantial evidence, in light of the whole record before the agency, that the Downtown West PUD would have a significant effect on the environment.

Public Review Process

In accordance with CEQA and the CEQA Guidelines, a 30-day public review period for this IS/MND commenced on April 26, 2024 and will conclude on May 28, 2024. The IS/MND was distributed for review to interested and involved public agencies, responsible/trustee agencies, organizations, and private individuals that have requested in writing to be informed of the proposed Downtown West PUD. In addition, consistent with CEQA Guidelines Section 15072, the City is required to provide a notice of intent to adopt this IS/MND to the public, responsible agencies, trustee agencies, and the County Clerk, and will mail a notice of intent to adopt this IS/MND to the last known name and address of all organizations and individuals who have previously requested such notice.

An electronic copy of this IS/MND can be viewed at the following web address:

https://www.ontarioca.gov/Planning

[1] All analysis is based on project description and project plans provided by the City as of [Placeholder Date].

During the 30-day public review period, the public will have the opportunity to provide written comments on the information contained within this IS/MND. The City's discretionary approval/denial of the proposed Downtown West PUD will be based on the information contained in this document.

In reviewing this IS/MND, interested members of the public should focus on the sufficiency of the document in identifying and analyzing potential project impacts on the environment, as well as the sufficiency of any mitigation measures proposed to reduce potential impacts to a less-than-significant level. Comments on the IS/MND should be submitted by the end of the 30-day public review period and must be postmarked by May 28, 2024. Submit written comments by mail or email with the subject line "Downtown West Planned Unit Development" to the following address:

City of Ontario, Planning Department
303 East B Street, Ontario, CA 91764
Attn: Diane Ayala, Senior Planner
dayala@ontarioca.gov

PROJECT DESCRIPTION

Project Location

The Downtown West PUD project area (PUD project area) is located in the City of Ontario and within the "Downtown District Place Type" as defined by The Ontario Plan (TOP) 2050. The City is approximately 40 miles from downtown Los Angeles, 20 miles from downtown San Bernardino, and 30 miles from Orange County, as shown in Figure 1, Regional Location. The PUD project area is between E Street to the north, Holt Boulevard to the south, Palm Avenue to the west, and Euclid Avenue to the east, in addition to the portion of the block between D Street connecting Fern Avenue and Palm Avenue, as shown in Figure 2, PUD Project Area. The PUD project area is within the City's historic downtown and is adjacent to the civic center area.

Environmental Setting

The PUD project area consists of eight-and-a-half blocks (21.58 acres) in downtown Ontario, California. Within certain blocks, the existing building fabric contains potentially historic resources. The PUD project area consists of underlying mixed use development and comprises a mixture of commercial uses, vacant land, paved parking lots, and residential units.

The PUD project area is designated as TOP Mixed Use–Downtown Land Use. TOP 2050 was adopted in August 2022 and includes a Policy Plan (general plan) and defines the intention or vision of the Mixed Use–Downtown Land Use as follows (City of Ontario 2023a):

> As the historic center of Ontario, the Downtown District, is envisioned as the placed-based, people-focused, commercial, and cultural "heart" of the City and features several designated historic districts and landmarks. Downtown will support a variety of businesses, housing opportunities for residents with a variety of income levels, creative spaces, entertainment options, and institutional and civic uses while preserving its historic character, buildings, neighborhoods, and places. Complementing the wide mix of uses are designs, layouts and public spaces that give residents, visitors, and businesses a strong sense of connection and creates a place where people want to spend time.

The PUD project area currently contains 66,785 square feet of existing residential in 52 residential units, and 510,347 square feet of existing commercial.

Project Characteristics

The City seeks to further define and create the Downtown West PUD to streamline the PUD process for developers and property owners in efforts to revitalize downtown Ontario. The Downtown West PUD contains the following sections: (1) Introduction, (2) Vision and Guiding Principles, (3) District and Block Plan, (4) Zoning and Land Use Plan, (5) Development Regulations and Guidelines, (6) Public Realm Standards and Guidelines, and (7) Administration.

The Downtown West PUD would facilitate development of a mix of uses and historic preservation; transformation of select existing buildings through adaptive reuse; and design guidelines for new development, Euclid Avenue, alleys, managed infrastructure, and the public realm. Proposed development and private investments would include new mixed use/infill and façade improvements.

Proposed public realm improvement areas of focus include improvements along B Street, Euclid Avenue streetscape, alley improvements, a consolidated trash area, and public art. The Downtown West PUD encourages "activation," which can include pop-up events, Euclid Avenue programs, B Street Farmer's Market, alley art and signage, gateway signage, and a potential paseo connection. The Downtown West PUD establishes blocks A-I, shown in Figure 3, Site Plan. Table 1 shows the proposed land use and urban design concept for each block. The PUD project if fully implemented, has the potential to increase residential square footage by 578,157 square feet and decrease commercial by 472,461 square feet.

Table 1. Downtown West Land Use and Urban Design Concept

Site	Residential Units	Density (du/acre)	Residential GSF	Commercial GSF	Parking Provision
A[1]	n/a	n/a	0 sf	7,500 sf	n/a
B	22	75	22,544 sf	1,500 sf	32
C[2]	90	75	93,260 sf	4,386 sf	219
D[3]	29	39	52,200 sf	0 sf	58
E	58	75	59,746 sf	2,000 sf	78
F	141	60	144,898 sf	0 sf	460[4]
G	59	75	60,370 sf	0 sf	80
H	47	30	48,296 sf	0 sf	78
I	35	30	63,628 sf	0 sf	70
Fronting Euclid Avenue [5]	100	75 max.	100,000 sf	22,500 sf	145
Total	**581**	**n/a**	**644,942 sf**	**37,886 sf**	**1,220**

Source: Downtown West PUD.
Notes: du = dwelling unit; GSF = gross square feet; n/a = not applicable; sf = square feet.
1 Potential for new retail use/building in existing cactus garden.
2 New development proposed with some public parking (84 stalls).
3 Townhomes.
4 Potential new shared garage with public parking.
5 Potential for new development on top of existing historic structures or redevelopment of non-contributing buildings.

Project Construction and Phasing

The Downtown West PUD contains standards for development and private investments, public realm improvements, activation, and art. Any Project with the PUD The Downtown West PUD would be implemented in phases over time. Project construction and characteristics would be project-specific and not included in the PUD.

Project Approvals

The Downtown West PUD provides development standards and requirements for Projects within the PUD project area.

Development Plan approval, pursuant to the requirements of Ontario Development Code Section 4.02.025 (Development Plans), shall be required for any Project within the Downtown West PUD that entails the physical alteration of any lot, construction of a building, or addition or significant alteration of an existing building in the PUD area as required by the Ontario Development Code. For each Project, a Development Plan application shall be submitted to the Planning Department on a City application form pursuant to the requirements of Ontario Development Code Division 2.02 (Application Filing and

Processing), commencing with Subsection B (Discretionary Permits and Actions) of Section 2.02.015 (Application Processing Procedures). Development plans are approved by the Planning Commission or Development Advisory Board.

To ensure proper implementation of the historic resource preservation and mitigation measures established in the Mitigated Negative Declaration for the PUD, an application for a Certificate of Appropriateness ("C of A") shall be submitted and approved in conjunction with each private or public project. The C of A is approved by the Historic Preservation Subcommittee or the full Historic Preservation Commission (or the Planning Director may issue waivers for minor projects). Encroachment and easements are processed by the City Engineer.

INITIAL STUDY CHECKLIST

1. Project Title: Downtown West PUD

2. Lead agency name and address: City of Ontario, Planning Department, 303 East B Street, Ontario California 91764

3. Contact person and phone number: Diane Ayala, Senior Planner, 909.395.2428

4. Project Sponsor: City of Ontario

5. Project Location: The PUD project area is located in the Downtown District of the City of Ontario. The City of Ontario is approximately 40 miles from downtown Los Angeles, 20 miles from downtown San Bernadino, and 30 miles from Orange County. As illustrated on Figure 2, the project is bordered by Euclid Avenue to the east, Holt Boulevard to the south, Palm Avenue and Fern Avenue to the west, and E Street to the north.

6. General Plan designation: Mixed Use- Downtown

7. Zoning: MU-1 (Downtown Mixed Use)

8. Description of project. The City seeks to create the Downtown West PUD to streamline the PUD process for developers and property owners in efforts to revitalize downtown Ontario. The Downtown West PUD contains guidelines for development and private investments, public realm improvements, and activations and public art.

   Building Characteristics and Operations

   Section 5 of the Downtown West PUD sets forth development standards to govern the placement, height, and bulk of permitted buildings and other structures, as well as to establish requirements for vehicular access, parking and loading, open space, landscaping, and signs for commercial uses to be incorporated into development plans. The standards and guidelines would apply to future development projects within the PUD project area for any new construction, addition, remodel, or reallocation requiring a building permit or other similar entitlement by the City. Regulations and standards in the Ontario Development Code that are not covered by the Downtown West PUD would continue to be applicable to future development within the PUD project area.

   Circulation and Parking

   The total parking provided at each site is shown in Table 1. A total of 1,220 parking stalls would be provided, which is over the required amount for the number of residential units and commercial space. As described in the Downtown West PUD, parking standards are consistent (Residential – 1 space per bedroom up to 2 bedrooms, 2 spaces per unit for 3 bedrooms and above, 0.20 spaces per unit for guest/visitor parking. Commercial – 1 space per 250 sf gross floor area for all permitted or conditionally permitted use.)

Implementation of the Downtown West PUD would facilitate improvements to B Street and utilize the addition of a West Valley Connector Bus Rapid Transportation Station at the corner of E. Holt Boulevard and N. Plum Avenue.

Landscaping, Walls, and Lighting

The Downtown West PUD contains various standards and guidelines for development in the PUD project area including within Section 5.5, Building Design, and Section 6.3, Design Guidelines. Landscaping, walls, and lighting standards in the Ontario Development Code that are not covered by the Downtown West PUD would continue to be applicable to future development within the PUD project area.

9. Surrounding land uses and setting:

The PUD project area is currently developed with a mix of commercial uses, vacant land, and residential units. The area surrounding the PUD project area consists of mixed office, residential, commercial, and open space uses (see Table 2).

Table 2. Surrounding Land Uses and Setting

	Existing Land Use	General Plan Designation	Zoning Designation
Site:	Mixed uses and residential[1]	Mixed Use (MU)-Downtown	Downtown Mixed-Use (MU-1)and High Density Residential (HDR-45)
North:	Mixed uses, office, and residential[2]	Mixed Use (MU)-Downtown, Office Commercial (OC), and HDR	MU-1, Low Intensity Office (OL), and HDR-45
South:	Mixed uses[3]	Mixed Use (MU)-Downtown	MU-1 (Downtown Mixed-Use)
East:	Mixed uses and open space[4]	MU and Open Space – Recreation (OS-R)	MU-1 and PUD(Euclid Avenue Overlay)
West:	Mixed uses and residential[5]	Mixed Use (MU) Downtown, Low Medium Density Residential (LMDR), Medium Density Residential (MDR), and HDR	MU-1, Low Density Residential (LDR-5), Medium Density Residential (MDR-25), and HDR-45

Sources: City of Ontario 2015a, 2023b.
Notes:
1 MU: Retail stores, dental offices, parking lots, medical offices, bank, restaurant, general offices, residences on commercial, multiple family residential, religious structure, storage warehouse, car lots, vacant land
2 MU: Religious structure, vacant land, fast food, general offices, and retail stores
OC: General offices and residences on commercial
HDR: Religious structure
3 MU: Vacant land, retail stores, and car lots
4 MU: Service station, retail stores, parking lots, vacant land, and bank
OS-R: Parking lot, vacant land, and Ontario Town Square
5 MU: Triplex, single-family residential, vacant land, duplex, parking lots, and retail stores
LMDR: Single-family residential, quad, triplex, and apartments
MDR: Duplex, single-family residential, apartments, and vacant land
HDR: Religious structure and parking lot

10. Other public agencies whose approval is anticipated include (e.g., permits, financing approval, or participation agreement):

None.

11. Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1?

☒ Yes ☐ No

If "yes", has consultation begun? ☐ Yes ☐ No ☒ Completed

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact," as indicated by the checklist on the following pages.

☐	Aesthetics	☐	Agriculture and Forestry Resources	☐	Air Quality
☐	Biological Resources	☒	Cultural Resources	☐	Energy
☐	Geology and Soils	☐	Greenhouse Gas Emissions	☐	Hazards and Hazardous Materials
☐	Hydrology and Water Quality	☐	Land Use and Planning	☐	Mineral Resources
☒	Noise	☐	Population and Housing	☐	Public Services
☐	Recreation	☐	Transportation	☒	Tribal Cultural Resources
☐	Utilities and Service Systems	☐	Wildfire	☒	Mandatory Findings of Significance

Determination (To be completed by the Lead Agency)

On the basis of this initial evaluation:

☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier ENVIRONMENTAL IMPACT REPORT or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier ENVIRONMENTAL IMPACT REPORT or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signature: Diane Ayala	Date: 4/26/2024
Printed Name: Diane Ayala	

Evaluation of Environmental Impacts

1. A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project would not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

2. All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.

3. Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an Environmental Impact Report (EIR) is required.

4. "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level.

5. Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:

    a. Earlier Analysis Used. Identify and state where they are available for review.

    b. Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.

    c. Mitigation Measures. For effects that are "Less Than Significant With Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

6. Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

7. Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

8. This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.

9. The explanation of each issue should identify:

   a. the significance criteria or threshold, if any, used to evaluate each question; and

   b. the mitigation measure identified, if any, to reduce the impact to less than significance

Issues	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
I. AESTHETICS – Except as provided in Public Resources Code Section 21099, would the project:				
a) Have a substantial adverse effect on a scenic vista?	☐	☐	☒	☐
b) Substantially damage scenic resources including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☒	☐
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	☐	☐	☒	☐
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☒	☐
II. AGRICULTURE AND FORESTRY RESOURCES – In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	☒
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☒

Issues	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?	☐	☐	☐	☒
d) Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☐	☒
III. AIR QUALITY – Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☒	☐
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	☐	☐	☒	☐
c) Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☒	☐
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	☐	☐	☒	☐
IV. BIOLOGICAL RESOURCES – Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☐	☐	☒	☐
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☐	☐	☐	☒
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal,	☐	☐	☐	☒

Issues	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
filling, hydrological interruption, or other means?				
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☐	☒
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☒	☐
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☐	☒
V. CULTURAL RESOURCES – Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?	☐	☒	☐	☐
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?	☐	☐	☒	☐
c) Disturb any human remains, including those interred outside of dedicated cemeteries?	☐	☐	☐	☒
VI. Energy – Would the project:				
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	☐	☐	☒	☐
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☐	☐	☒	☐
VII. GEOLOGY AND SOILS – Would the project:				
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☒	☐

Issues	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
ii) Strong seismic ground shaking?	☐	☐	☒	☐
iii) Seismic-related ground failure, including liquefaction?	☐	☐	☒	☐
iv) Landslides?	☐	☐	☐	☒
b) Result in substantial soil erosion or the loss of topsoil?	☐	☐	☒	☐
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☐	☒	☐
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	☐	☐	☒	☐
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	☐	☐	☒	☐
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☐	☒	☐
VIII. GREENHOUSE GAS EMISSIONS – Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☒	☐
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☒	☐
IX. HAZARDS AND HAZARDOUS MATERIALS – Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☒	☐
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☒	☐
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☒	☐

Issues	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
d) Be located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☒	☐
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	☐	☐	☒	☐
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒	☐
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	☐	☐	☒	☐
X. HYDROLOGY AND WATER QUALITY – Would the project:				
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	☐	☐	☒	☐
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☐	☒	☐
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
i) result in substantial erosion or siltation on or off site;	☐	☐	☒	☐
ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on or off site;	☐	☐	☒	☐
iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	☐	☐	☒	☐
iv) impede or redirect flood flows?	☐	☐	☒	☐

Issues	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	☐	☐	☒	☐
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	☐	☒
XI. LAND USE AND PLANNING – Would the project:				
a) Physically divide an established community?	☐	☐	☒	☐
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☐	☒
XII. MINERAL RESOURCES – Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☒
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	☐	☐	☐	☒
XIII. NOISE – Would the project result in:				
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☒	☐	☐
b) Generation of excessive groundborne vibration or groundborne noise levels?	☐	☒	☐	☐
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒
XIV. POPULATION AND HOUSING – Would the project:				
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☒	☐
b) Displace substantial numbers of existing people or housing, necessitating the	☐	☐	☒	☐

Issues	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
construction of replacement housing elsewhere?				
XV. PUBLIC SERVICES – Would the project:				
a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:				
i) Fire protection?	☐	☐	☒	☐
ii) Police protection?	☐	☐	☒	☐
iii) Schools?	☐	☐	☒	☐
iv) Parks?	☐	☐	☒	☐
v) Other public facilities?	☐	☐	☒	☐
XVI. RECREATION				
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☒	☐
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☒	☐
XVII. TRANSPORTATION – Would the project:				
a) Conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?	☐	☐	☒	☐
b) Conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?	☐	☐	☒	☐
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☒	☐
d) Result in inadequate emergency access?	☐	☐	☒	☐
XVIII. TRIBAL CULTURAL RESOURCES				
Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k), or	☐	☐	☒	☐

Issues	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1? In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☒	☐	☐
XIX. UTILITIES AND SERVICE SYSTEMS – Would the project:				
a) Require or result in the relocation or construction of new or expanded water, waste water treatment, or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	☒	☐
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?	☐	☐	☒	☐
c) Result in a determination by the waste water treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☒	☐
d) Generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☒	☐
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	☐	☐	☐	☒
XX. WILDFIRE – If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒	☐
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	☐	☐	☒	☐
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel	☐	☐	☒	☐

Issues	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
breaks, emergency water sources, power lines, or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?				
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☒	☐
XXI. MANDATORY FINDINGS OF SIGNIFICANCE				
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?	☐	☒	☐	☐
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)	☐	☒	☐	☐
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☒	☐	☐

Explanation of Issues

Aesthetics

a) Would the project have a substantial adverse effect on a scenic vista?

Less-than-Significant Impact. The dominant scenic resource in Ontario is the San Gabriel Mountain range to the north, visible from the Upper Santa Ana River. Other prominent scenic resources are the Jurupa Mountains and the San Bernardino Mountains to the east, the Santa Ana Mountains to the south, and the Chino Hills to the southwest (City of Ontario 2022a). The PUD project area is currently developed with mixed use and residential uses. The proposed Downtown West PUD contains height limits that are consistent with the Ontario Development Code development standards. Additionally, the San Gabriel Mountains peaks rise to 7,000 feet above

mean sea level (City of Ontario 2022a); therefore, development with the maximum height of 65 feet would not alter the scenic views of Ontario significantly compared to the existing conditions. Impacts to scenic vistas would be less than significant.

b) Would the project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

Less-than-Significant Impact. There are no designated state scenic highways located near the PUD project area. The closest eligible state scenic highway is a portion of State Route 142 in Chino Hills, approximately 7 miles southwest of the PUD project area (Caltrans 2018). The City's General Plan identifies Euclid Corridor and the Mission Boulevard Corridor as the primary scenic corridors in Ontario (City of Ontario 2022a). The PUD project area is bordered by Euclid Avenue to the east and would include Euclid Avenue Streetscapes and Euclid Avenue Programs. The Downtown West PUD would contain guidelines for these improvements such as streetscape design standards, historic preservation, and adaptive reuse to ensure scenic resources would not be substantially damaged. Therefore, the Downtown West PUD would have less than significant impacts on state scenic highways.

c) In non-urbanized areas, would the project substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?

Less-than-Significant Impact. Per PRC Section 21071, an "urbanized area" is defined as follows:

> (a) An incorporated city that meets either of the following criteria:
>
> (1) Has a population of at least 100,000 persons.
>
> (2) Has a population of less than 100,000 persons if the population of that city and not more than two contiguous incorporated cities combined equals at least 100,000 persons.

As of the 2020 U.S. Census, the City has a population of 175,265 (U.S. Census Bureau 2020). The population exceeds 100,000, so the site would be considered an urbanized area for purposes of responding to this impact prompt.

TOP 2050 is the primary planning document for the City and contains various goals and policies governing the scenic quality of the City. Land Use Element Section 2, Compatibility, requires infrastructure to be aesthetically pleasing and in context with the community character (Policy LU-2.6). Community Design Element Section 1, Image & Identity, aims to preserve the existing character of neighborhoods (Policy CD-1.1 and Policy CD-1.3) and preserve the City's view corridors (Policy CD-1.5). Community Design Element Section 2, Design Quality, ensures a high level of design quality that is attractive, safe, functional, human-scale, and distinct (Policy CD-2.1 through Policy CD-2.10). Community Design Element Section 3, Urban, Mixed Use, and Transit-Oriented Place Types, promotes development that heightens the unique character of each place type (Policy CD-3.1) and maximizes safety, comfort, and aesthetics (Policy CD-3.2, Policy CD-3.3, and Policy CD-3.5). Community Design Element Section 4, Historic Preservation, aims to preserve

the character of the City's historic buildings, streetscapes, and unique neighborhoods (Policy CD-4.2) (City of Ontario 2023a). Adherence to the Land Use Element and Community Design Element policies described above would reduce visual impacts.

In addition, the Ontario Development Code includes development requirements related to scenic quality such as development density, screening and setback, signing, landscaping, lighting, and height limitations. The Downtown West PUD would be consistent with the aesthetic requirements outlined in TOP 2050 and the Ontario Development Code. Therefore, this impact would be less than significant.

d) Would the project create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

Less-than-Significant Impact. New development facilitated by the Downtown West PUD would result in new sources of light and glare through increased development in the PUD project area. However, the PUD project area is currently developed and urban, consisting of large amounts of light and glare affecting daytime and nighttime views in the area. Any new development would adhere to the design standards of the Ontario Development Code to ensure that light and glare from new developments would be minimized and that significant impacts would not occur. Therefore, the Downtown West PUD would not create a significant light or glare impact beyond what already exists, and impacts would be less than significant.

Agriculture and Forestry Resources

a) Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

No Impact. According to the California Important Farmland Finder database, the PUD project area is classified as "Urban and Built-Up Land" (DOC 2023a). Additionally, Figure 5.2-1, Important Farmland, in The Ontario Plan 2050 Final Supplemental EIR (TOP Supplemental EIR) designates the PUD project area and surrounding areas as Developed Land (City of Ontario 2022a). The Downtown West PUD would not be located on land classified as Farmland pursuant to the Farmland Mapping and Monitoring Program and would therefore not convert any Farmland to non-agricultural use. No impact would occur.

b) Would the project conflict with existing zoning for agricultural use, or a Williamson Act contract?

No Impact. As shown in Figure 5.2-2, Williamson Act Land, in the TOP Supplemental EIR, the PUD project area does not contain land under a Williamson Act Contract (City of Ontario 2022a). The PUD project area is zoned as MU and HDR (City of Ontario 2015a). Therefore, the Downtown West PUD would not conflict with existing zoning for agricultural use or a Williamson Act contract. No impact would occur.

c) Would the project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?

No Impact. The PUD project area is not zoned for forest land, timberland, or timberland zoned Timberland Production. Therefore, there is no impact.

d) Would the project result in the loss of forest land or conversion of forest land to non-forest use?

No Impact. The PUD project area does not contain forest land. Therefore, there is no impact.

e) Would the project involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?

No Impact. As described above, the PUD project area does not contain farmland or forest land. Therefore, there is no impact.

Air Quality

This section is based on technical analysis conducted by Dudek and attached to this MND as Appendix A, Air Quality, Greenhouse Gas Emissions, and Energy Memorandum. See Appendix A for complete results.

a) Would the project conflict with or obstruct implementation of the applicable air quality plan?

Less-than-Significant Impact. The PUD project area is located within the South Coast Air Basin, which includes the non-desert portions of Los Angeles, Riverside, and San Bernardino Counties and all of Orange County, and is within the jurisdictional boundaries of the South Coast Air Quality Management District (SCAQMD). SCAQMD administers the South Coast Air Basin's air quality management plan (AQMP), which is a comprehensive document outlining an air pollution control program for attaining the California Ambient Air Quality Standards (CAAQS) and National Ambient Air Quality Standards (NAAQS). SCAQMD has established criteria for determining consistency with the currently applicable AQMP in Chapter 12, Sections 12.2 and 12.3 of the SCAQMD CEQA Air Quality Handbook. These criteria are as follows (SCAQMD 1993):

- **Consistency Criterion No. 1:** Whether the project would result in an increase in the frequency or severity of existing air quality violations, cause or contribute to new violations, or delay timely attainment of the ambient air quality standards or interim emission reductions in the AQMP.
- **Consistency Criterion No. 2:** Whether the project would exceed the assumptions in the AQMP or increments based on the year of project buildout and phase.

Regarding Consistency Criterion No.1, it was determined that construction of future development projects from implementation of the Downtown West PUD would not exceed the SCAQMD mass daily construction thresholds for all criteria air pollutants. In addition, the operation of any future development projects, as allowed by the Downtown West PUD, would not exceed the SCAQMD

mass daily operational thresholds for all criteria air pollutants for full operational buildout of the Downtown West PUD and for a combined construction and operational scenario.

Because the total anticipated development associated with implementation of the Downtown West PUD would not exceed the SCAQMD mass daily regional thresholds, the Downtown West PUD would not result in an increase in the frequency or severity of existing air quality violations. As such, the Downtown West PUD would be consistent with Consistency Criterion No. 1 of the SCAQMD CEQA Air Quality Handbook.

While no specific development projects are proposed at this time, implementation of the Downtown West PUD would facilitate additional population growth, additional housing units, and a decrease in density of commercial space within the PUD project area. Changes in the population, housing, or employment growth projections associated with the Downtown West PUD have the potential to affect the demographic projections of the Southern California Association of Governments (SCAG), and therefore, the assumptions of the SCAQMD's AQMP. However, development that occurs from implementation of the Downtown West PUD would be consistent with SCAG's regional goals of providing infill housing, improving the jobs-to-housing balance, and integrating land uses near major transportation corridors.

In the SCAG 2020 Regional Transportation Plan/Sustainable Communities Strategy Demographics and Growth Forecast, it was predicted that between 2016 and 2045, the City's population would increase by 96,900, households would increase by 28,500, and employment would increase by 55,400 (SCAG 2020). Downtown West PUD implementation, which would facilitate the development of 581 dwelling units and 37,886 square feet of commercial space at buildout in 2045, would not result in growth that would exceed these growth forecasts or change the underlying land use assumptions utilized in the 2022 AQMP. It is important to note that, while the more recent SCAG 2024 RTP/SCS was approved in April 2024, this project uses the 2020 RTP/SCS as a reference for air quality impact analysis because it provides consistency with the relevant AQMP from 2022. As such, the Downtown West PUD would not conflict with Consistency Criterion No. 2 of the SCAQMD CEQA Air Quality Handbook.

While the Downtown West PUD consists of a policy document that does not propose any direct development, the Downtown West PUD's proposed land use changes would allow for greater densities than are currently allowed within the PUD project area. Approval of the Downtown West PUD would not provide any goals, policies, or programs that would significantly conflict with or obstruct implementation of the applicable air quality plan. Future development resulting from implementation of the Downtown West PUD would not exceed the SCAQMD's criteria pollutant mass daily thresholds for construction and operations. Therefore, the Downtown West PUD would not conflict with Consistency Criterion No. 1.

Additionally, the Downtown West PUD would not conflict with Consistency Criterion No. 2, as implementation of the Downtown West PUD would not exceed the demographic growth forecasts in the SCAG 2020 Regional Transportation Plan/Sustainable Communities Strategy. Potential impacts related to the Downtown West PUD's potential to conflict with or obstruct implementation of the applicable air quality plan would be less than significant.

b) Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?

Less-than-Significant Impact. A quantitative analysis was conducted to determine whether the project might result in emissions of criteria air pollutants that may cause exceedances of the NAAQS or CAAQS or cumulatively contribute to existing nonattainment of ambient air quality standards. See Appendix A for full analysis.

The Downtown West PUD would result in emissions of criteria air pollutants for which the California Air Resources Board (CARB) and U.S. Environmental Protection Agency have adopted ambient air quality standards (i.e., the NAAQS and CAAQS). Projects that emit these pollutants have the potential to cause, or contribute to, violations of these standards.

The significance criteria used to evaluate the project impacts to air quality are based on the recommendations provided in Appendix G of the CEQA Guidelines. For the purposes of this air quality analysis, a significant impact would occur if the Downtown West PUD would (14 CCR 15000 et seq.):

1. Conflict with or obstruct implementation of the applicable air quality plan.
2. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard.
3. Expose sensitive receptors to substantial pollutant concentrations.
4. Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people.

Appendix G of the CEQA Guidelines (14 CCR 15000 et seq.) indicates that, where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to determine whether the project would have a significant impact on air quality.

SCAQMD has established air quality significance thresholds, as revised in April 2019, that set forth quantitative emission significance thresholds below which a project would not have a significant impact on ambient air quality (SCAQMD 2019). The project's "regional" emissions refer to emissions that will be evaluated based on regional significance thresholds established by SCAQMD, also known as the criteria pollutant mass daily thresholds. The SCAQMD air quality significance thresholds also provide toxic air contaminant (TAC) thresholds and ambient air quality standards for criteria pollutants that are to be utilized for localized significance determination. The quantitative air quality analysis provided herein applies the SCAQMD thresholds identified in Appendix A of this MND to determine the potential for the Downtown West PUD to result in a significant impact under CEQA.

Construction Emissions

Construction scenario assumptions are detailed in Appendix A. Construction activities resulting from potential future projects developed under Downtown West PUD implementation would result in the temporary addition of pollutants to the local airshed caused by on-site sources (e.g., off-road construction equipment, soil disturbance, and volatile organic compound [VOC] off-gassing from architectural coatings and asphalt pavement application) and off-site sources (e.g., vendor trucks, haul trucks, and worker vehicle trips). Specifically, entrained dust results from the exposure of earth surfaces to wind from the direct disturbance and movement of soil, resulting in emissions of particulate matter with an aerodynamic diameter equal to or less than 10 microns (PM_{10}) and particulate matter with an aerodynamic diameter equal to or less than 2.5 microns ($PM_{2.5}$). Internal combustion engines used by construction equipment, haul trucks, vendor trucks (i.e., delivery trucks), and worker vehicles would result in emissions of VOCs, oxides of nitrogen (NO_x), carbon monoxide (CO), sulfur oxides (SO_x), PM_{10}, and $PM_{2.5}$.

For purposes of estimating Project emissions, construction is assumed to start in 2025 and have a duration of 20 years, reaching completion in December 2044. To estimate a single year of construction, the entire Project buildout land use quantities was scaled by 20-years of construction (i.e., 5% of total buildout) and then compressed to a 1-year period. Construction emissions were calculated for the estimated worst-case day over the construction period associated with each phase and reported as the maximum daily emissions estimated during construction of the 5% development scenario. Table 3 presents the estimated maximum daily construction emissions generated during construction of the 5% construction scenario for the first year of construction. Details of the emission calculations are provided in Appendix A.

Table 3. Estimated Maximum Daily Construction Criteria Air Pollutant Emissions

Year	VOC	NO_x	CO	SO_x	PM_{10}	$PM_{2.5}$
	Pounds per day					
Summer						
1 Year of Construction (5% of total construction)	1.21	9.35	12.52	0.02	0.79	0.42
Winter						
1 Year of Construction (5% of total construction)	21.22	41.44	29.88	0.17	9.73	3.85
Maximum	**21.22**	**41.44**	**29.88**	**0.17**	**9.73**	**3.85**
SCAQMD Threshold	*75*	*100*	*550*	*150*	*150*	*55*
Threshold Exceeded?	**No**	**No**	**No**	**No**	**No**	**No**

Source: Appendix A.
Notes: VOC = volatile organic compound; NO_x = oxides of nitrogen; CO = carbon monoxide; SO_x = sulfur oxides; PM_{10} = coarse particulate matter; $PM_{2.5}$ = fine particulate matter; SCAQMD = South Coast Air Quality Management District.
These estimates reflect control of fugitive dust required by SCAQMD Rule 403.

As shown in Table 3, daily construction emissions would not exceed the SCAQMD significance thresholds for VOC, NO_x, CO, SO_x, PM_{10}, or $PM_{2.5}$ during the 5% construction scenario, and short-term construction impacts would be less than significant.

Operational Emissions

Operation scenario assumptions are detailed in Appendix A. While the Downtown West PUD consists of a policy document and does not propose any direct development, the Downtown West PUD's proposed land-use changes would allow for new or more dense development than is currently allowed within the PUD project area. Operation of the Downtown West PUD, due to future development within the PUD project area, could potentially generate VOC, NO_x, CO, SO_x, PM_{10}, and $PM_{2.5}$ emissions from mobile sources, including vehicular traffic; energy sources such as natural gas usage; area sources, including the use of landscaping equipment and consumer products; and architectural coatings.

Table 4 presents the maximum daily area, energy, and mobile sources associated with total operational buildout of the Downtown West PUD as compared to the SCAQMD's thresholds. The SCAQMD operational thresholds are expressed as mass daily thresholds in pounds per day. Details of the emission calculations are provided in Appendix A.

Table 4. Estimated Combined Construction and Operational Criteria Air Pollutant Emissions

Estimated Maximum Net Daily Operational Emissions for Project Implementation[1]						
Emission Source	**VOC**	**NO_x**	**CO**	**SO_x**	**PM_{10}**	**$PM_{2.5}$**
	Pounds per day					
Area	3.90	9.04	54.42	0.05	0.39	0.39
Energy	0.11	1.84	0.77	0.01	0.15	0.15
Mobile	−4.56	−4.92	−27.62	−0.02	4.87	1.18
Total	**−0.55**	**5.95**	**27.57**	**0.05**	**5.41**	**1.73**
SCAQMD Operational Threshold (Appendix A)	*55*	*55*	*550*	*150*	*150*	*55*
Threshold Exceeded?	**No**	**No**	**No**	**No**	**No**	**No**
Combined Construction and Operational Emissions (Worst-Case)						
Construction Emissions (Table 3)	21.22	41.44	29.88	0.17	9.73	3.85
Operational Emissions (above)	−0.55	5.95	27.57	0.05	5.41	1.73
Combined Construction and Operation Emissions	**20.67**	**47.39**	**57.45**	**0.22**	**15.14**	**5.58**
SCAQMD Operational Threshold (Appendix A)	*55*	*55*	*550*	*150*	*150*	*55*
Threshold Exceeded?	**No**	**No**	**No**	**No**	**No**	**No**

Notes: VOC = volatile organic compound; NO_x = oxides of nitrogen; CO = carbon monoxide; SO_x = sulfur oxides; PM_{10} = coarse particulate matter; $PM_{2.5}$ = fine particulate matter; SCAQMD = South Coast Air Quality Management District; <0.01 = reported value less than 0.01.
The values shown are the maximum summer or winter daily emissions results from CalEEMod.
See Appendix A for complete results.

[1] Emissions were calculated by subtracting the proposed Downtown West PUD's emissions by the existing scenario emissions. The existing scenario is 5 dwelling units and 56,171 square feet of commercial space.

As shown in Table 4, maximum daily operational emissions from full buildout of the Downtown West PUD would not exceed the SCAQMD daily significance thresholds for all criteria air pollutants during operations. In addition, the combined construction and operational emissions would not exceed the SCAQMD's operational emissions threshold for all criteria pollutants. Therefore,

impacts regarding cumulatively considerable net increases of any criteria pollutant for which the project region is non-attainment would be less than significant.

Cumulative localized impacts would potentially occur if construction associated with the development future development facilitated by the Downtown West PUD were to occur concurrently with another construction project or with another off-site, unrelated project. In addition to the speculative nature of the Downtown West PUD implementation, construction schedules for potential future projects unrelated to the Downtown West PUD are currently unknown; therefore, potential construction impacts associated with two or more simultaneous projects would be considered speculative. Criteria air pollutant emissions associated with construction activity of future projects would be reduced through implementation of control measures required by the SCAQMD, as applicable.

The Downtown West PUD would not result in a cumulatively considerable increase in emissions of nonattainment pollutants, and impacts would be less than significant during construction and operation.

Health Effects of Criteria Air Pollutants

Construction and operation of the project would generate criteria air pollutant emissions; however, estimated construction and operational emissions would not exceed the SCAQMD mass-emission daily thresholds as shown in Tables 3 and 4, respectively.

Because construction and operation of the project would not result in ozone precursor emissions (i.e., VOCs or NO_X) that would exceed the SCAQMD thresholds, as shown in Tables 3 and 4, the project is not anticipated to substantially contribute to regional ozone concentrations and their associated health impacts.

As described in threshold (c), below, CO hotspots were determined to be a less-than-significant impact. Thus, the project's CO emissions would not contribute to the health effects associated with this pollutant.

As with ozone and NO_X, and as shown in Tables 3 and 4, the project would not generate emissions of PM_{10} or $PM_{2.5}$ that would exceed the SCAQMD's thresholds. Accordingly, the project's PM_{10} and $PM_{2.5}$ emissions are not expected to cause an increase in related health effects for this pollutant.

In summary, the Downtown West PUD would not result in any potentially significant contribution to local or regional concentrations of nonattainment pollutants and would not result in a significant contribution to the adverse health impacts associated with those pollutants. Impacts would be less than significant.

c) Would the project expose sensitive receptors to substantial pollutant concentrations?

Less-than-Significant Impact. The project would not expose sensitive receptors to substantial pollutant concentrations, as evaluated below.

Sensitive Receptors

Sensitive receptors are those individuals more susceptible to the effects of air pollution than the population at large. People most likely to be affected by air pollution include children, the elderly, and people with cardiovascular and chronic respiratory diseases. According to SCAQMD, sensitive receptors include residences, schools, playgrounds, childcare centers, long-term healthcare facilities, rehabilitation centers, convalescent centers, and retirement homes (SCAQMD 1993). The nearest sensitive-receptor land use are residences located approximately 50 feet south and west of the Downtown West PUD site boundary.

Localized Significance Thresholds

The SCAQMD recommends a localized significance threshold analysis to evaluate localized air quality impacts to sensitive receptors in the immediate vicinity of the project as a result of project activities. The impacts were analyzed using methods consistent with those in the SCAQMD's Final Localized Significance Threshold Methodology (SCAQMD 2009). The project is located within Source-Receptor Area 33 (Southwest San Bernardino Valley). The maximum daily on-site emissions generated by construction of the project in each construction year are presented in Table 5 and compared to the SCAQMD localized significance criteria for Source-Receptor Area 33 to determine whether project-generated on-site emissions would result in potential localized significance threshold impacts.

Table 5. Construction Localized Significance Thresholds Analysis

	NO_2	CO	PM_{10}	$PM_{2.5}$
	Pounds per Day (On Site)			
Maximum	*18.87*	*18.56*	*3.82*	*1.96*
SCAQMD LST Criteria[a]	*118*	*863*	*5*	*4*
Threshold Exceeded?	**No**	**No**	**No**	**No**

Source: SCAQMD 2009; Appendix A.
Notes: NO_2 = nitrogen dioxide; CO = carbon monoxide; PM_{10} = particulate matter with a diameter less than or equal to 10 microns (coarse particulate matter); $PM_{2.5}$ = particulate matter with a diameter less than or equal to 2.5 microns (fine particulate matter); SCAQMD = South Coast Air Quality Management District; LST = localized significance threshold. Represents maximum emissions from summer and winter.

[a] LST are shown for a 1-acre disturbed area corresponding to a distance to a sensitive receptor of 25 meters in Source-Receptor Area 33 (southwest San Bernardino Valley).

As shown in Table 5, proposed construction activities would not generate emissions more than site-specific localized significance thresholds for NO_x, CO, PM_{10}, and $PM_{2.5}$. Thus, impacts would be less than significant.

Carbon Monoxide Hotspots

Traffic-congested roadways and intersections have the potential to generate localized high levels of CO. As discussed in the transportation memo (Appendix C to this MND), the proposed project is forecast to generate 13 AM peak hour trips and 16 PM peak hour trips (passenger car equivalent–adjusted).

Accordingly, CO concentrations at congested intersections would not exceed the 1-hour or 8-hour CO CAAQS unless projected daily traffic would be at least over 100,000 vehicles per day.

Because the Downtown West PUD is not anticipated to increase daily traffic volumes at any study intersection to more than 100,000 vehicles per day, a CO hotspot is not anticipated to occur.

Based on these considerations, the Downtown West PUD would not generate traffic that would contribute to potential adverse traffic impacts that may result in the formation of CO hotspots. This conclusion is supported by the analysis in the Transportation section, which demonstrates that traffic impacts would be less than significant. In addition, due to continued improvement in vehicular emissions at a rate faster than the rate of vehicle growth and/or congestion, the potential for CO hotspots in the South Coast Air Basin is steadily decreasing. Based on these considerations, the project would result in a less-than-significant impact to air quality with regard to potential CO hotspots.

Toxic Air Contaminants

TACs are defined as substances that may cause or contribute to an increase in deaths or in serious illness or that may pose a present or potential hazard to human health. The greatest potential for TAC emissions during construction would be diesel particulate matter (DPM) emissions from heavy equipment operations and use of heavy-duty trucks.

The following measures are required by state law to reduce DPM emissions:

- Fleet owners of mobile construction equipment are subject to the CARB Regulation for In-use Off-road Diesel Vehicles (13 CCR 2449), the purpose of which is to reduce DPM and criteria pollutant emissions from in-use (existing) off-road diesel-fueled vehicles.
- All commercial diesel vehicles are subject to Title 13, Section 2485 of the California Code of Regulations, limiting engine idling time. Idling of heavy-duty diesel construction equipment and trucks during loading and unloading shall be limited to 5 minutes; electric auxiliary power units should be used whenever possible.

Exhaust PM_{10} is typically used as a surrogate for DPM. As shown in Table 5, which presents total PM_{10} from fugitive dust and exhaust, project-generated construction PM_{10} emissions are anticipated to be minimal and well below the SCAQMD threshold. Furthermore, the nearest sensitive receptors are located upwind of the PUD project area, as shown by the most recent Ontario Airport meteorological station data from 2012–2016 (SCAQMD 2023). Due to the meteorological data and minimal DPM emissions on site, TACs generated during construction would not be expected to result in concentrations causing significant health risks.

No residual TAC emissions and corresponding cancer health risks are anticipated after construction, and no long-term sources of TAC emissions are anticipated during operation of the project. As such, the Downtown West PUD would not result in substantial TAC exposure to sensitive receptors in the vicinity of the proposed Downtown West PUD, and impacts would be less than significant.

d) Would the project result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

Less-than-Significant Impact. While the Downtown West PUD consists of a policy document that does not propose and direct development, the land use changes proposed as part of the Downtown West PUD would allow for greater densities than are currently allowed within the PUD project area, and the Downtown West PUD would result in indirect impacts. Development allowed

for by the Downtown West PUD would generate odors from vehicles and/or equipment exhaust emissions. As these odors would be short-term (e.g., only emitted during a future development project's demolition/construction phase), intermittent, limited to on-site or site-adjacent areas, and typically emitted in an outdoor setting subject to wind and other dissipating elements, such odors would disperse rapidly and would generally occur at magnitudes that would not affect substantial numbers of people. Therefore, impacts associated with odors during construction of the Downtown West PUD would be less than significant.

While the Downtown West PUD identifies the general locations (e.g., zones) where future development is likely to occur, and can make certain assumptions based on the permitted use types, the precise nature (e.g., the particular tenant[s]) and site-specific location(s) of future development projects implemented under the Downtown West PUD have not yet been identified. Therefore, odor sources associated with Downtown West PUD buildout and their potential to cause a specific impact to nearby sensitive receptors also cannot be completely identified. However, land uses and operations associated with odor complaints include agricultural uses, wastewater treatment plants, food-processing plants, chemical plants, composting operations, refineries, landfills, dairies, and fiberglass molding facilities (SCAQMD 1993). The project would not include these land uses. However, any development within the PUD project area would be required to comply with SCAQMD Rule 402, Nuisance, which prohibits the discharge of air pollutants from a facility that cause injury, detriment, nuisance, or annoyance to the public or damage to business or property. Further, new development and/or redevelopment projects in the PUD project area requiring a Conditional Use Permit—including new commercial and vehicle-related uses within 500 feet of a sensitive use—would be required to comply with applicable Zoning Code measures related to odor abatement. Therefore, the Downtown West PUD would not result in new or more substantial odor emissions that could adversely affect a substantial number of people, and impacts would be less than significant.

Biological Resources

a) Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

Less-than-Significant Impact. The PUD project area consists of developed land, with few vacant parcels. The surrounding areas are also developed with urban uses. The PUD project area is in proximity to known sensitive species locations including Crotch's bumble bees, pallid bats, California glossy snakes, and various sensitive bird species, as shown in Figure 5.4-1 in the TOP Supplemental EIR (City of Ontario 2022a). Development facilitated by the proposed Downtown West PUD would be located on currently developed land with a mix of commercial uses, vacant land, and residential units. Vacant land in the City may contain habitat; however, because much of it is barren ground and does not support vegetation, and because many areas of vacant land are small, surrounded by developed urban uses, and isolated from other vacant land, the habitat value is low. Because there is very little native habitat remaining in the City and the PUD project area would be located on developed, urban land, impacts to special-status species would be less than significant.

b) Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

No Impact. The PUD project area is not located on or near any riparian areas (USFWS 2023). The PUD project area is developed, urban land that does not support riparian habitat or other sensitive native habitat. Therefore, there no impacts would occur.

c) Would the project have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

No Impact. The PUD project area is not located on or near any wetlands (USFWS 2023). Therefore, no impacts to federally protected wetlands would occur.

d) Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

No Impact. The PUD project area is developed and paved and is located within a large urban area. No water features are located on or near the site. Therefore, the site would not interfere with the movement of any native resident or migratory fish or wildlife species, or with migratory wildlife corridors or wildlife nursery sites. No impacts would occur.

e) Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

Less-than-Significant Impact. Section 6.05.020 of the Ontario Development Code, Tree Protection Policy and Protection Measures, contains policies and measures to preserve, protect, and maintain established and healthy heritage trees within the City. The Tree Inventory and Preservation Plan requires proposed development that contains an existing Heritage Tree to submit of a Tree Inventory and Preservation Plan prepared by a licensed landscape architect, horticulturalist, certified arborist, or other related professional (City of Ontario 2022a).

The City of Ontario Landscape Development Standards contains tree protection notes, such as establishing a Tree Protection Zone around existing trees during construction. Preliminary Landscape Plans shall include a tree report provided by a qualified landscape architect or certified arborist for trees on site proposed to be removed. Replacement trees shall be 60-inch-box trees or as approved. Two new trees shall be replaced for each removed (City of Ontario 2015b). Development under the Downtown West PUD would be required to comply with local polices or ordinances protecting biological resources and impacts would be less than significant.

f) Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

No Impact. The PUD project area consists of developed land with few vacant parcels. As described above, many areas of vacant land are small, surrounded by developed urban uses,

and isolated from other vacant land; therefore, the habitat value is low. Policy ER-5.1 in the General Plan describes the protection of biological resources through the establishment, restoration, and conservation of high-quality habitat areas. The PUD project area is located on land designated as Mixed Use and High Density Residential (City of Ontario 2023a). Therefore, the PUD project area does not contain areas for habitat conservation. The PUD project area would be located on developed, urban land that would not conflict with an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan. No impact would occur.

Cultural Resources

a) Would the project cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?

Less-than-Significant Impact with Mitigation Incorporated. The PUD project area is in an area of the City that has several known and potential historical resources. The State of California awarded a grant to fund a citywide survey between 1983 and 1984 to identify potentially historic resources located within the City. Between 1986 and 1987, the City continued the survey efforts, which resulted in documentation and evaluation of the historic significance of nearly 3,000 properties and the creation of the City's Historic Resource Inventory, in which 835 properties were formally listed. In 1991, the City retained Architectural Resources Group to further analyze historic properties located within Downtown, a former redevelopment area, and recommend an improvement strategy to revitalize the area, which led to the creation and City Council adoption of the Downtown Design Guidelines. An additional intensive level Downtown survey was conducted in 2003 that updated information on buildings and identified four potential historic districts. The City currently has 100 designated local landmarks, 14 of which are located Downtown; 8 designated historic districts; 5 historic properties listed on the National Register of Historic Places; and nearly 1,500 historic resources on the City's Historic Resource Inventory that have been determined to be eligible, nominated, or designated for landmark or historic district listing.

The Downtown West PUD considers the historic context-sensitivity of Downtown and requires projects to implement the Secretary of Interior Standards (federal preservation standards), the Ontario Development Code (Historic Preservation Ordinance), Downtown Design Guidelines, and best practices for managing development and growth on private property and within the public realm. It also encourages adaptive reuse of buildings and preservation of the potential downtown historic district. Additionally, the Downtown West PUD requires issuance of a Certificate of Appropriateness pursuant to City's Development Code (Chapter 4, Permits, Actions, and Decisions) for all exterior alterations to existing buildings and new construction on vacant or redeveloped sites that are located within the PUD boundary area to lessen or avoid impacts to historic resources. Projects that meet the PUD requirements and the Development Code will be in compliance with the Secretary of Interior Standards, thereby avoiding adverse impacts to historic resources.

The purpose of the Downtown West PUD is to approve the PUD document, which sets forth development standards, design guidelines, and regulations for future development of an eight-and-a-half block area located Downtown. The Downtown West PUD in itself will not result in a direct physical impact on historic resources. However, implementation of the Downtown West PUD land use plan may result in development project impacts to known, potential, or future historic

resources if activities propose inappropriate alterations to historical resources including, but not limited to, demolition (in whole or in part), rehabilitation, or new infill construction. Figure 4, PUD Project Area Historic Resources, identifies parcels with known historical resources, buildings over the age of 45 years that have not been evaluated for historic significance, and newer buildings that have not yet reached 45 years of age.

Chapter 4 of the Development Code contains significance criteria and procedures for the designation of historic resources such as Historic Landmarks, Historic Districts, Architectural Conservation Areas, and Automatic Designations; however, not all properties within the PUD boundary have been assessed and evaluated for historic significance.

As previously stated, all plans and development projects require issuance of a Certificate of Appropriateness. Upon acceptance of the application or request, planning staff or the Historic Preservation Subcommittee will evaluate the property for historic significance and eligibility for listing on the National Register of Historic Places, the California Register of Historic Resources, or the City's Historic Resource Inventory. The review may also include the preparation of a historic resource survey, at the intensive level, pursuant to the standards set forth by the California Office of Historic Preservation. The proposed plan or project will then be evaluated for compliance with the Downtown West PUD and require findings to lessen or avoid potential impacts to historic resources (the property or proposed downtown historic district) and make findings pursuant to Chapter 4. Plans or development projects that propose alterations or demolition that threatened the integrity of the historic resource shall require historic resource tiering prior to approval of the Certificate of Appropriateness.

To provide a greater level of certainty regarding the City's preservation goals, the Development Code includes a tier system with standard criteria and procedures for evaluating the significance of historic or potentially historic resources that are 45 years old and are threatened by major modifications or demolition.

The Development Code establishes criteria for Tier I, Tier II, and Tier III properties, with Tier I and II being of the highest value. The tier system identifies resources that have the highest preservation value in terms of their architectural and/or historical contribution to the City and the method to evaluate the significance of their loss in the case of major modification or demolition. The tier system also includes minimum mitigation measures and a mitigation fee structure for Tier III. Tier I consists of properties that should not be demolished or significantly altered under any circumstances, regardless of their designation status. Tier II consists of properties where demolition of these properties should be avoided. Given this strong policy of the City and the programmatic nature of the Downtown West PUD and this MND, it is not reasonably foreseeable at this time that any projects would be proposed and approved by the City that would require the full demolition of Tier I or Tier II resources or that would not be in compliance with the Downtown West PUD. Thus, on a programmatic level, implementation of the PUD would not result in significant impacts to Tier II or Tier I historic resources. Tier III consists of all properties that are Designated Historic Landmarks, are contributing structures in Designated Historic Districts, or are Eligible Historical Resources, as defined by the Development Code. Demolition of these properties should be avoided where possible, but may be appropriate under certain circumstances. If demolition occurs, the City requires historic resources to be documented and historic features to be salvaged and requires a

demolition mitigation fee. Therefore, the Development Code does not provide a high level of protection for Tier III resources.

As a result, on January 27, 2010, TOP 2050, File No. PGPA06-001, for which an EIR (State Clearinghouse No. 2008101140) was adopted by City Council, determined that demolition of Tier III historic resources would result in significant and unavoidable impacts that cannot be fully mitigated to a level of less than significant, despite the imposition of all feasible mitigation measures identified in the TOP EIR, for which a Statement of Overriding Consideration was documented. The mitigation measures for historic resources are included as MM-CUL-1, MM-CUL-2, and MM-CUL-3 below.

Map ID- See Figure 4	Associated Address	Parcel Number	Current Use/ Description	Year Built	Historic Status Code (Local/CA)
1	437 N. Euclid Ave.	104835403	Unicare Community Health Center	1967	NS
2	429 N. Euclid Ave.	104835404	Immigration Attorney	c.1948 (NETR)	NS
3	427 N. Euclid Ave.	104835405	Aktiva Nutrition	1946	E/5S3
4	425 N. Euclid Ave.	104835406	Downtown Ontario Improvement Association	1948	E/5S3
5	421 N. Euclid Ave.	104835407	Work Boot Warehouse	c. 1930	E/5S3
6	417 and 419 N. Euclid Ave.	104835408, -09	Optometrist	c. 1950	E/5D1
7	413 and 415 N. Euclid Ave.	104835410	Rogers Flower Shop and Barber Shop	c. 1930	NS
8	401 N. Euclid Ave.	104835411	Gloria's Cocina Mexicana	1937	OL/5D1
9	120 W. D St.	104835412	Paved Parking	—	—
10	123 W. E St. and 420 N. Laurel Ave.	104835401,-02, 104835413	Unicare Community Health Center, Parking	c. 1960	NS

Map ID- See Figure 4	Associated Address	Parcel Number	Current Use/ Description	Year Built	Historic Status Code (Local/CA)
11	201 W. E St. 425 N. Laurel Av. 421 N. Laurel Av.	104835304/5/6	Paved Parking	—	—
12	221 W. E St.	104835314	Paved Parking	—	—
13	206 W. D St.	104835313	Paved Parking	—	—
14	210-220 W. D St.	104835309	Multiple-family residential	1946	E/5S3
15	322 W. D St.	104834403	St. George School Playground	Shared property with Church (c.1920)	—
16	331 and 333 N. Euclid Av.	104856604	U.S. Bank Branch	1965	E/5S3
17	317 N. Euclid	104856605	Treasure Banquet Hall	1950	E/5S3
18	311, 313, 315 N. Euclid Ave.	104856606	Cancha Verde/ Strum Brewing	c. 1931	E/5D1
19	108 W. C St.. 301/303 N. Euclid	104856607	Emmon's Building/Granada Theater	1926	OL-T1/5S3/5D1
20	114 W. C St.	104856609	Paved Parking	—	—
21	126 W. C St.	104856610	Paved Parking	—	—
22	112 W. C St.	104856608	Paved Parking	—	—
23	115 W. D St.	104856603	Paved Parking	—	—
24	(123 W. D St) 121 W. D St.	104856602	Associated Telephone Company Building	1936	Nom-T2/ 5S2

Map ID- See Figure 4	Associated Address	Parcel Number	Current Use/ Description	Year Built	Historic Status Code (Local/CA)
25	123 W. D St.	104856601	Paved Parking	—	—
26	324 N. Laurel Ave.	104856611	Paved undeveloped lot	—	—
27	211 W. D St./ 207 W. D St.	104856113	Frontier Communications	c.1959 (NETR)	NS
28	303-305 and 311-315 N. Laurel Av.	104856107	Multiple-family residential	c. 1920	E/5S3
29	210- 212 W. C St.	104856108	Dental Kidz Club	1954	R/6XM
30	218 W. C St.	104856109	Single Family residence	1908	E/5S3
31	220 W. C St.	104856110	Vacant land	—	—
32	312 N. Palm Av.	104856112	Single Family residence and commercial building	1920	E/5S3
33	228 W. C St.	104856111	Superior Justice Law Group	1955	NS
34	245 N. Euclid Av.	104856503	Valley Dept Store	1950	E/5S3
35	233 N. Euclid Av. 223 N. Euclid Av. 235 N Euclid Av.	104856504	The Golden Web Boutique store	1916	OL/5D1
36	231 N. Euclid Av.	104856505	Unique Café	1904	OL/5D1
37	219 N. Euclid Av.	104856506	Herradura De Oro	1948	E/5S3
38	215 N. Euclid Av.	104856507	Newsboy books	1946	E/5S3

Map ID- See Figure 4	Associated Address	Parcel Number	Current Use/ Description	Year Built	Historic Status Code (Local/CA)
39	211 N. Euclid Av.	104856508	Euclid Family Dentistry	c.1925	E/5S3
40	207 N. Euclid Av.	104856509	Vacant Commercial Building	1910	OL/5S1/5D3
41	106 W. B St. 203 N. Euclid Av	104856510	Furniture Dreams (Residential on second floor)	1908	OL/5S1/5D3
42	236 N. Laurel Av.	104856501	Paved Parking	—	—
43	N/A	104856513, 104856514	Paved Parking	—	—
44	126 W. B St.	104856512	Beautiful Smiles Ontario	c. 1930	E/5S3/5D1
45	108 W. C St. 115 W St.	104856502	Bank Building (Vacant)	1936	E-T3/5S3
46	120 W. B St. 112 W. B St.	104856511	Nightmare on B Street/ Dance Studio/ Odd fellows - Eligible (Aria Kabob, Electric Beauty Salon - Historic LL)	1922	OL/5S1/5D3
47	223, 225, 229, 235 N. Laurel Ave.	104856202	Centro Legal De Accidentes & Cedar Pointe Chiropractic	1947	E/5D1
48	206,208,210, 214,216,218, 220 W. B St./ 205, 207,209,211,213,215 N Laurel Ave	104856203	Multiple shops including barber, Fitness, beauty,	1947	E/5S3
49	222 W. B St.	104856207	Ministerio Pan de Vida (Religious Institution)	1945	R/6XM
50	212, 214, 216, 218 N. Palm Av.	104856206	Small shops (Tax services and fitness)	1957	S
51	215 W. C St.	104856201	Great Commission Church International (Christian Church)	1948 (additions 1955,1959,1966)	E/5S3

Map ID- See Figure 4	Associated Address	Parcel Number	Current Use/ Description	Year Built	Historic Status Code (Local/CA)
52	137, 139, 143, 141 N. Euclid Ave. and 105 W. B St.	104856403	Gemmel Pharmacy	1889	N/5S3/5D1
53	129 and133 N. Euclid Ave.	104856404	DolEx Financial Services	c. 1907	E/5S3
54	125 N. Euclid Ave.	104856405	Bravo's Store	1910	E/5S3
55	121 and 123 N. Euclid Ave.	104856406	Demolished- vacant	1894	OL/Demolished in 2001
56	105, 109, 111, 115, 117 N. Euclid Av.	104856407	Verizon, Bally Spa, Night club, Motorcycle run	1889	OL/5S1/5D3
57	104,108, 110 & 112 W. Holt Blvd.	104856410	Botanica, Sabor Honduren, Beauty and Barber	1895	OL-T2/5S1/5D3
58	105 N. Euclid Ave.	104856408	Xolos Birria	1888	OL/5S1/5D3
59	101 N. Euclid Ave.	104856409	T Mobile	1895	OL-T2/5S1/5D3
60	121, 123, 125,127 W. B St	104856401	B St. Professional Bldg.; Document Preparation Services Inc., Logan's Candies, Isaprint,	c. 1930	E/5D1
61	N/A	104856414	Paved Parking	—	—
62	115 W. B St. 117 & 119 W. B St.	104856402	Income Tax office and residential upper floor	1922	OL/5S3/5D1
63	114, 116, 118 W. Holt Blvd	104856411	Pirate staffing, Ontario Boxing Club	c. 1915	E-T3/ 5D1
64	108 N. Laurel Ave./ 120, 122, 124, 126 W. Holt Blvd.	104856412 and 1048564 13	Jobs, Insurance, Pawnshop, paved parking	C 1910 (addition c. 1950)	E-T3/ 5D1
65	203 W. B St./ 123, 127, 129 N. Laurel Ave	104856313	Body X Beauty, Pet grooming, Spa, Karate	1922 (retail commercial addition c. 1940)	E/5S3

Map ID- See Figure 4	Associated Address	Parcel Number	Current Use/ Description	Year Built	Historic Status Code (Local/CA)
66	207 W. B St.	104856312	Iglesia Fuente and paved parking	1949	E/5S3
67	211, 213, 215, 217 W. B St.	104856303	Majestic Trophy, Boxing Club, Mary Kay, office	1953	E/5S3
68	N/A	104856302	Paved Parking	—	—
69	225-227-229 W. B St. and 128-130 N Palm Ave.	104856301	Evc Insurance & Services and the Vault Barbershop and Home	c. 1915 (commercial additions c. 1950)	E/5S3
70	120 N. Palm Ave.	104856311	House	c. 1915	E/5S3
71	220 W. Holt Blvd.	104856310 and 104856309	Fiesta Motors (Parking Lot)	—	Rem/6W
72	210, 212, 214, 216, 218 W. Holt Blvd.	104856308	Eagles Aere and Sams Liquor	1920	E-T3/ 5D1
73	202 W. Holt Blvd.	104856307	Flores Barber Shop, Singular Insurance Services	2004	—
74	N/A	104856306	Paved Parking	—	—
75	315 W. D St.	104857601	Paved Parking	—	—
76	325 N. Palm Ave	104857602	Paved Parking	—	—

Local Key: NS- Not Surveyed, E- Eligible, N- Nominated, OL- Ontario Landmark, T1- Tier 1, T2- Tier 2, T3- Tier 3, REM- removed from inventory, S- Surveyed. CA status codes are available at ohp.parks.ca

Mitigation Measures:

MM-CUL-1. Issuance of a Certificate of Appropriateness pursuant to City's Development Code (Chapter 4, Permits, Actions, and Decisions) is required for all exterior alterations to existing buildings, and new construction on vacant or redeveloped sites that are located within the PUD boundary area prior to plan or development project approval.

MM-CUL-2. Historic or potentially historic resources located within the PUD boundary shall be evaluated for historic significance through the City's tier system prior to the issuance of plan or development approvals.

MM-CUL-3.

A. Partial Demolition of Tier I, II, or III Historic Resources that do not result in loss of character defining features or cause adverse impacts to the integrity of the historic resource shall be documented pursuant to the Historic American Building Survey (HABS) standards to include photographs and cataloging of the exterior and interior of the resource prior to issuance of a building permit.

B. As established in the TOP SEIR 2050, mitigation measures for demolition (full or in part) of Tier III Historic Resources shall include the following:

1) Each historic resource shall be fully documented and cataloged pursuant to Historic American Building Survey/Historic American Engineering Record (HABS/HAER) standards, to provide a record of the resource, including, but not limited to: [i] the preparation of site plans, floor plans, exterior and interior elevations, and detail drawings of character defining features (such as moldings, stairs, etc.); and [ii] photographs of the resource, including the exterior, interior, and interior and exterior character defining features (such as moldings, light fixtures, trim patterns, etc.).

2) A mitigation fee established pursuant to Section 7.01.030 (Historic Preservation Mitigation Fee) shall be paid to the City prior to the issuance of a demolition permit for Tier III historic resources.

3) A Certificate of Appropriateness shall not be issued for the demolition of an historic resource, either in whole or in part, until such time that a demolition permit application and a replacement structure has been approved by the City, and appropriate permits have been issued for its construction, a deferral of the replacement structure requirement is granted pursuant to Subsection G (Replacement Structure Deferral) of Section 4.02.050; or [iii] demolition is required pursuant to Section 7.01.050 (Unsafe or Dangerous Conditions) of this Development Code.

4) In an effort to preserve features and artifacts from historic resources, a determination whether items within or on the resource should be salvaged must be made by the Planning Department and may include the local historical society prior to the issuance of the demolition permit. The

applicant shall be responsible for the removal, relocation, storage, and donation of such items selected for salvaging. The applicant shall provide an inventory of salvaged items to the Planning Department, and shall include a list of each item name, description, and dimension (as necessary), and the location of each item on a floor plan.

C. Full Demolition or partial demolition which results in loss or adverse impacts to character defining features of a Tier I or Tier II Historic Resource shall require preparation of and EIR or Focus EIR.

Implementation of MM-CUL1, MM-CUL-2, and MM-CUL-3 would reduce potentially significant impacts to cultural resources (historic era-built environment) to a less-than-significant level.

b) Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?

Less-than-Significant. The PUD project area consists of developed land with few vacant parcels. Implementation of the Downtown West PUD could allow development, including grading, that requires more intensive soil exaction than in the past, which could cause the disturbance of archeological resources. However, the potential to encounter subsurface intact deposits within native soils to the depths of proposed ground disturbance within the PUD project area is considered low. In an abundance of caution, Standard Conditions of Approval (City Council Resolution No. 2010-021) are required for development plan approval, which would address unanticipated archaeological resource discovery during construction by enacting the following (City of Ontario 2010):

> If any archeological or paleontological resources are found during project grading/excavation/construction, the area shall not be disturbed until the significance of the resource is determined. If determined to be significant, the resource shall be recovered by a qualified archeologist or paleontologist consistent with current standards and guidelines, or other appropriate measures implemented.

c) Would the project disturb any human remains, including those interred outside of dedicated cemeteries?

Less-than-Significant Impact. There are known Native American gravesites and cemeteries in the City, including Bellevue Memorial Park on the north side of G Street, between Benson Avenue and Mountain Avenue (City of Ontario 2022a). These sites are not located in the PUD project area; therefore, there are no known human remains located in the PUD project area. Should human remains be unexpectedly encountered during ground-disturbing activities, they shall be treated consistent with applicable law including, without limitation, California Health and Safety Code Section 7050.5, PRC Section 5097.98, and CEQA Guidelines Section 15064.5(e). In accordance with Section 7050.5 of the California Health and Safety Code, if human remains are found, the county coroner shall be immediately notified of the discovery. No further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains can occur until the county coroner has determined the appropriate treatment and disposition of the human remains. If the county coroner determines that the remains are, or are believed to be,

Native American, the county coroner shall follow all required protocols according to PRC Section 5097.98. Compliance with these regulations would ensure that impacts to human remains resulting from the Downtown West PUD would be less than significant.

Energy

This section is based on technical analysis conducted by Dudek and attached to this MND as Appendix A. See Appendix A for complete results.

a) Would the project result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

Less-than-Significant Impact. The electricity and natural gas used for construction of the proposed Downtown West PUD would be temporary, would be substantially less than that required for project operation, and would have a negligible contribution to the project's overall energy consumption. Although the Downtown West PUD would see an increase in petroleum use during construction and operation, vehicles would use less petroleum due to advances in fuel economy and potential reduction in vehicle miles traveled (VMT) over time.

Natural gas and electricity usage would increase due to the implementation of the Downtown West PUD; however, the Downtown West PUD would be subject to the State Building Energy Efficiency Standards. Therefore, impacts to energy resources during operation would be less than significant.

Over the lifetime of the Downtown West PUD, the fuel efficiency of the vehicles being used by the residents and employees of the Downtown West PUD is expected to increase. As such, gasoline consumption would initially increase due to the implementation of the Downtown West PUD; however, the amount of gasoline consumed as a result of vehicular trips to and from the PUD project area during operation would decrease over time. There are numerous regulations in place that require and encourage increased fuel efficiency. For example, CARB has adopted a new approach to passenger vehicles by combining the control of smog-causing pollutants and greenhouse gas (GHG) emissions into a single coordinated package of standards. The new approach also includes efforts to support and accelerate the number of plug-in hybrids and zero-emission vehicles in California (CARB 2017). Additionally, in response to Senate Bill (SB) 375, CARB has adopted the goal of reducing per-capita GHG emissions from 2005 levels by 8% by the year 2020 and 13% by the year 2035 for light-duty passenger vehicles in the SCAG planning area. This reduction would occur by reducing VMT through the integration of land use planning and transportation. As such, operation of the Downtown West PUD is expected to use decreasing amounts of petroleum over time, due to advances in fuel economy.

The Downtown West PUD would create additional electricity and natural gas demand by adding 581 dwelling units, 37,886 square feet of commercial space, and 1,220 provisional parking spaces. New facilities associated with the proposed Downtown West PUD would be subject to the State Building Energy Efficiency Standards, embodied in Title 24 of the California Code of Regulations. The efficiency standards apply to new construction of non-residential buildings and regulate energy consumed for heating, cooling, ventilation, water heating, and lighting. The Downtown West PUD will meet applicable Title 24 requirements. Other renewable energy systems including wind turbine generation, geothermal generation, energy storage, and other renewable energy generation features are not considered technically or economically feasible and/or demonstrated for a similar

project. Additionally, site constraints include limited land availability and incompatibility with land use for large scale power generation facilities, as well as unknown interconnection feasibility and compatibility with utility provider systems. For these reasons, other on-site renewable energy systems are not considered feasible for the proposed Downtown West PUD.

In summary, implementation of the Downtown West PUD would increase the demand for electricity and natural gas at the PUD project area and petroleum consumption in the region during construction and decrease petroleum consumption during operation. As the Downtown West PUD would be consistent with current regulations and policies, the Downtown West PUD would not be wasteful or inefficient and would not result in unnecessary energy resource consumption. The project's energy consumption demands during construction and operation would conform to the state's Title 24 standards such that the Downtown West PUD would not be expected to wastefully use gas and electricity. Since the proposed Downtown West PUD would comply with Title 24 conservation standards, the proposed Downtown West PUD would not directly require the construction of new energy generation or supply facilities or result in wasteful, inefficient, or unnecessary consumption of energy. Moreover, vehicle usage associated with the Downtown West PUD would use less petroleum due to advances in fuel economy and potential reduction in VMT over time. Therefore, impacts would be less than significant.

b) Would the project conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

Less-than-Significant Impact**.** The Downtown West PUD would be subject to and would comply with, at a minimum, the California Building Energy Efficiency Standards (24 CCR Part 6). Part 6 of Title 24 of the California Code of Regulations and all applicable rules and regulations would reduce energy demand and increase energy efficiency related to future residential development facilitated by the Downtown West PUD. Part 6 of Title 24 of the California Code of Regulations establishes energy efficiency standards for residential and non-residential buildings constructed in California to reduce energy demand and consumption. Part 6 is updated periodically (every 3 years) to incorporate and consider new energy efficiency technologies and methodologies.

Title 24 also includes Part 11, the California Green Building Standards, also known as CALGreen, which sets forth voluntary and mandatory energy measures that are applicable to the Downtown West PUD under. CALGreen institutes mandatory minimum environmental performance standards for all ground-up, new construction of commercial, low-rise residential, high-rise residential, state-owned buildings, schools, and hospitals, as well as certain residential and non-residential additions and alterations. On this basis, the Downtown West PUD would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency. Therefore, impacts would be less than significant.

Various existing local plans would reduce energy use including SCAG's 2024–2050 Regional Transportation Plan/Sustainable Communities Strategy and CARB's Scoping Plan. Furthermore, approval of the Downtown West PUD itself, as a policy document update, would not change these regulations and would not provide any goals, policies, or programs that would conflict with or obstruct a state or local plan for renewable energy or energy efficiency. Therefore, impacts would be less than significant.

Geology and Soils

a) Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:

i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.

and

ii) Strong seismic ground shaking?

Less-than-Significant Impact. The City is not within any Alquist-Priolo Earthquake Fault Zone. The southern section of the San Andreas Fault, located approximately 14 to 22 miles from the City, is estimated to be capable of generating the greatest magnitude earthquake (City of Ontario 2022a). However, development facilitated by the Downtown West PUD would be required to comply with seismic safety provisions of the California Building Code (CBC) (Title 24, Part 2 of the California Code of Regulations). Compliance with the CBC would reduce hazards from seismic ground shaking to less than significant.

iii) Seismic-related ground failure, including liquefaction?

Less-than-Significant Impact. Groundwater levels throughout the City are greater than 50 feet below ground surface (City of Ontario 2022a). Additionally, development facilitated by the Downtown West PUD would be required to meet the most current seismic safety requirements in the CBC. Therefore, the Downtown West PUD would have a less-than-significant impact on seismic-related ground failure, including liquefaction.

iv) Landslides?

No Impact. Landslides typically occur on moderate to steep slopes that are affected by physical factors such as slope height, slope steepness, shear strength, and orientation of weak layers in the underlying geologic units. The PUD project area and surroundings area are generally flat with soils stabilized by development and landscaping. The Downtown West PUD would not result in the creation of moderate to steep slopes that may become susceptible to landslides. As such, no impact would occur.

b) Would the project result in substantial soil erosion or the loss of topsoil?

Less-than-Significant Impact. The PUD project area is mostly developed and paved and is generally on level ground. Proposed development would result in ground surface disruption during grading and excavation, which could result in erosion, siltation, or flooding impacts. Construction activities on the PUD project area larger than 1 acre are required to prepare a stormwater pollution prevention plan that details best management practices (BMPs) to reduce the potential for erosion during construction activities. In addition, compliance with the safety provisions of the CBC would reduce the potential for erosion or loss of topsoil to a level of less than significant.

c) Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?

Less-than-Significant Impact. Unstable geologic units or soils are characterized by materials lacking in sufficient integrity to support urban development (e.g., poorly consolidated fill). The PUD project area, along with majority of the City, is located in a subsidence zone due to groundwater pumping (City of Ontario 2023a). However, the PUD project area consists of existing development, which indicates that geologic conditions in the area can support the proposed development. Individual projects facilitated by the Downtown West PUD would be required to comply with the CBC and grading plans would be reviewed by the City engineer; therefore, impacts would be less than significant.

d) Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?

Less-than-Significant Impact. The PUD project area is located in the northern portion of the City, which consists of primarily silty sand, sand, and gravel; such sediments are usually non-expansive or have very low expansion potential (City of Ontario 2022a). Compliance with the CBC and review of grading plans for individual projects by the City engineer would ensure that impacts would be less than significant.

e) Would the project have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?

Less-than-Significant Impact. Wastewater from the City is treated at wastewater treatment facilities owned and operated by the Inland Empire Utilities Agency (IEUA) (City of Ontario 2022a), and any new development would connect to the existing wastewater treatment facilities. The Downtown West PUD does not include the use of septic tanks. Therefore, no impact to soils relative to supporting use of septic tanks would occur.

f) Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

Less-than-Significant Impact. The possibility of finding paleontological resources in the City is moderate to high at depths of 10 feet or more below ground surface (City of Ontario 2022a). However, the PUD project area is mostly developed and paved. Proposed development would be infill development on sites that have been previously disturbed. Development would not involve ground disturbing activities at depths of 10 feet or more; therefore, impacts would be less than significant.

Greenhouse Gas Emissions

This section is based on technical analysis conducted by Dudek and attached to this MND as Appendix A. See Appendix A for complete results.

a) Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

Less-than-Significant Impact. The City adopted their Community Climate Action Plan (CCAP) on August 16, 2022. The 2022 CCAP is an update to the City's 2014 CCAP and accounts for SB 32, which provides statewide targets to reduce GHG emissions to 40% below 1990 levels by 2030 (City of Ontario 2022d, 2023e). The 2022 CCAP is consistent with TOP 2050 and with the CEQA Guidelines for Plans for the Reduction of Greenhouse Gas Emissions (California Code of Regulations Section 15183.5). Because the 2022 CCAP addresses GHG emissions reductions and is consistent with the requirements of AB 32, SB 32, and international efforts to reduce GHG emissions, projects that comply with the CCAP Update would have a less-than-significant GHG impact. This allows the 2022 CCAP to support and streamline environmental review of GHG emissions for future development projects in the City.

The 2022 CCAP outlines two pathways to compliance at the project development level. The first pathway consists of screening tables, which aim to provide guidance in measuring the reduction of GHG emissions attributable to certain design and construction measures incorporated into development projects. The second pathway consists of efficiency metric thresholds.

This analysis applies the GHG efficiency metric threshold of 1.53 metric tons (MT) of carbon dioxide equivalent (CO_2e)/dwelling unit for residential development completed after 2030, and 3.61 MT CO_2e/2,500 square feet of conditioned space developed after 2030 to the Downtown West PUD (City of Ontario 2022d). These metrics can be used in lieu of the CCAP's screening tables, which require project-level specific information that is not currently available for the proposed Downtown West PUD. These GHG efficiency metrics are appropriate in that they would achieve per capita emissions for the City that align with the state's reduction goals of 40% below 1990 levels of emissions by 2030 and 80% below 1990 levels by 2050. Because the Downtown West PUD includes both residential and nonresidential space, the residential and nonresidential components were assessed separately against their respective applicable thresholds.

Construction Emissions

Construction of future development that would be facilitated by the Downtown West PUD would result in GHG emissions, which are primarily associated with use of off-road construction equipment, on-road haul trucks, on-road vendor trucks, and worker vehicles. The SCAQMD has not proposed or adopted relevant quantitative GHG thresholds for construction-generated emissions.

Table 6 presents the estimated GHG emissions generated during construction of the 5% development scenario. Details of the emission calculations are provided in Appendix A.

Table 6. Estimated Annual Construction GHG Emissions

Year	CO_2	CH_4	N_2O	CO_2e
	Metric Tons			
2025 (one full year)	0.02	0.02	0.16	344.67
Total over 20 years[1]	**0.38**	**0.35**	**3.22**	**6,893.40**
Total Amortized Emissions				**229.78**
Residential Amortized Emissions[2]				*217.47*
Commercial Amortized Emissions[3]				*12.31*

Notes: CO_2 = carbon dioxide; CH_4 = methane; N_2O = nitrous oxide; CO_2e = carbon dioxide equivalent.
See Appendix A for complete results.
Amortized construction GHG emissions represent total construction GHG emissions (in MT of CO_2e) divided 30 years, which is the assumed project operational lifetime consistent with SCAQMD guidance (SCAQMD 2008).

1 Totals may not add due to rounding.

2 The construction emissions associated with the residential land uses was calculated by multiplying total amortized emissions (229.78) by 95%, which represents the residential square footage divided by the proposed project's total square footage, to get 217.47.

3 The construction emissions associated with the commercial land use was calculated by multiplying total amortized emissions (229.78) by 5%, which represents the commercial square footage divided by the proposed project's total square footage, to get 12.31.

As shown in Table 6, the estimated total GHG emissions during construction of future projects that would be facilitated by the Downtown West PUD would be approximately 6,893 MT CO_2e over the 20-year construction period. Estimated project-generated construction emissions amortized over 30 years would be approximately 230 MT CO_2e per year.

Because the residential and commercial uses of the Downtown West PUD were evaluated separately to determine their respective GHG efficiency metrics, the amortized construction emissions were split between residential and commercial based on square footage of the proposed Downtown West PUD. The 581 residential dwelling units make up 669,342 square feet of the proposed Downtown West PUD, which is 95% of the total proposed Downtown West PUD's square footage. The commercial square footage totals 37,886 square feet, which makes up 5% of the total proposed project's square footage. Therefore, 95% of the total amortized construction emissions is 217.47 MT CO2e, which was added to the residential operational GHG emissions. The remaining 5% or 12.31 MT CO2e was added to the commercial operational GHG emissions.

Operational Emissions

Operation of the future development that would be facilitated by the Downtown West PUD would generate GHG emissions through motor vehicle trips; landscape equipment operation and hearths (area sources); energy use (natural gas and electricity); solid waste disposal; water supply, treatment, and distribution; and refrigerants. As with the air quality analysis, mobile source GHG emissions were estimated using the California Emissions Estimator Model (CalEEMod) based on EMFAC 2021 emission factors. Emissions from each category are discussed in the following text with respect to the Downtown West PUD. CalEEMod was used to calculate the annual GHG emissions. Operational year 2045 was assumed to be the first full year of operation following completion of construction.

The operational emissions associated with the commercial portion of the Downtown West PUD were evaluated separately against their respective efficiency threshold. The estimated

operational commercial project-generated GHG emissions from area sources, energy usage, motor vehicles, solid waste generation, water usage and wastewater generation, and refrigerants are shown in Table 7.

Table 7. Project GHG Efficiency - Commercial

Emission Source	CO_2	CH_4	N_2O	CO_2e
	Metric Tons per Year[1]			
Area	0.77	<0.01	<0.01	0.77
Energy	55.45	0.01	<0.01	55.82
Mobile	1,960.07	0.063	0.09	1,988.21
Waste	3.55	0.35	0	12.42
Water	3.15	0.09	<0.01	6.10
Refrigerants	0	0	0	0.04
Total	**2,022.99**	**0.52**	**0.09**	**2,063.36**
Amortized construction emissions (Table 6)				*12.31*
Total operational + amortized construction emissions				**2,075.67**
Existing Emissions[2]				**2,021.06**
Total Net Emissions[3]				**54.61**
Project Efficiency (MT CO_2e/2,500 SF)[4]				**3.60**
Ontario CAP Post-2030 Commercial Efficiency Threshold				*3.61*
Threshold Exceeded?				**No**

Notes: GHG = greenhouse gas; CO_2 = carbon dioxide; CH_4 = methane; N_2O = nitrous oxide; CO_2e = carbon dioxide equivalent; SF = square feet; <0.01 = less than 0.01.
See Appendix A for complete results.

1 The Downtown West PUD emissions reflect operational year 2045.

2 CalEEMod was used to calculate the GHG emissions associated with existing residential and commercial space to be redeveloped as a result of this project. The existing scenario to be redeveloped includes 5 dwelling units and 56,171 square feet of commercial building space.

3 Net emissions were calculated by subtracting the existing emissions from the total operational and amortized emissions associated with the project.

4 Project efficiency is calculated by dividing the net emissions (54.61 MT CO_2e) by 2,500 SF and multiplying by the proposed project's commercial square footage (37,886 SF) to get 3.60 MT CO_2e/2,500 SF.

As shown in Table 7, estimated annual GHG emissions generated by future commercial development that would be facilitated by the Downtown West PUD would be approximately 2,063 MT CO_2e per year as a result of Downtown West PUD operation. Estimated annual project-generated operational emissions in 2045 and amortized Downtown West PUD construction emissions would be approximately 2,076 MT CO_2e per year. The estimated annual net operational emissions after removal of existing operational emissions would be approximately 54.61 MT CO_2e per year. As explained previously, the efficiency metric threshold used is 3.61 MT CO_2e/2,500 square feet per year. The proposed Downtown West PUD is anticipated to facilitate a maximum of 37,886 square feet of commercial building space by 2045. Accordingly, the proposed Downtown West PUD would result in an efficiency of 3.60 MT CO_2e/2,500 square feet per year, which would not exceed the applied efficiency metric threshold of 3.61 MT CO_2e/2,500 square feet per year.

The operational emissions associated with the residential portion of the Downtown West PUD were evaluated separately against their respective efficiency metric threshold. The estimated operational project-generated GHG emissions from area sources, energy usage, motor vehicles,

solid waste generation, water usage and wastewater generation, and refrigerants are shown in Table 8.

Table 8. Project GHG Efficiency - Residential

Emission Source	CO_2	CH_4	N_2O	CO_2e
	Metric Tons per Year[1]			
Area	144.74	<0.01	<0.01	144.94
Energy	901.06	0.10	0.01	906.07
Mobile	1,666.18	0.05	0.08	1,690.41
Waste	38.33	3.83	0	134.11
Water	27.18	0.79	0.02	52.61
Refrigerants	0	0	0	0.77
Total	**2,777.50**	**4.78**	**0.10**	**2,928.91**
Amortized construction emissions (Table 6)				*217.47*
Total operational + amortized construction emissions				**3,146.38**
Existing Emissions[2]				**1,946.38**
Total net emissions[3]				**1,200.00**
Project Efficiency (MT CO_2e/du)[4]				**2.07**
Ontario CAP Post-2030 Residential Efficiency Threshold				*1.53*
Threshold Exceeded?				**Yes**

Notes: GHG = greenhouse gas; CO_2 = carbon dioxide; CH_4 = methane; N_2O = nitrous oxide; CO_2e = carbon dioxide equivalent; du = dwelling unit; <0.01 = less than 0.01.
See Appendix A for complete results.

1 The Downtown West PUD emissions reflect operational year 2045.

2 CalEEMod was used to calculate the GHG emissions associated with existing residential and commercial space to be redeveloped as a result of this project. The existing scenario is 5 dwelling units and 56,171 square feet of commercial building space.

3 Net emissions were calculated by subtracting the existing emissions from the total operational and amortized emissions associated with the project.

4 Project efficiency is calculated by dividing the total operational and amortized construction emissions (3,146.38 MT CO_2e) by the Downtown West PUD's number of dwelling units (581) to get 2.07 MT CO_2e/du.

As shown in Table 8, estimated annual GHG emissions generated by future residential development that would be facilitated by the Downtown West PUD would be approximately 2,929 MT CO_2e per year as a result of Downtown West PUD operation. Estimated annual project-generated operational emissions in 2045 and amortized Downtown West PUD construction emissions would be approximately 3,146 MT CO_2e per year. The estimated annual net operational emissions after removal of existing operational emissions would be approximately 1,200 MT CO_2e per year. As explained previously, the efficiency metric threshold used is 1.53 MT CO_2e/dwelling unit per year. The proposed Downtown West PUD is anticipated to facilitate a maximum of 581 dwelling units by 2045. Accordingly, the proposed Downtown West PUD would result in an efficiency of 2.07 MT CO_2e/ dwelling unit per year, which would exceed the applied efficiency metric threshold of 1.53 MT CO_2e/du/year. Therefore, GHG emissions generated by the Downtown West PUD would have a potentially significant impact; however, future project development proposals under the scope of the Downtown West PUD shall implement screening table measures that achieve the requisite points per the City's CCAP screening tables. With implementation of the screening tables measures, impacts would be less than significant.

b) Would the project generate conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

Less-than-Significant Impact. A project's consistency with the CCAP is projected to result in emissions that would meet the GHG reduction target established under SB 32 and Executive Order S-03-05 and progress towards the state's carbon neutrality goal. The Downtown West PUD would be consistent with the CCAP and would not conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs. Therefore, impacts would be less than significant.

Hazards and Hazardous Materials

a) Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

Less-than-Significant Impact. Development facilitated by the Downtown West PUD would increase commercial and residential uses in the City, therefore increasing the amount of hazardous materials being transported, used, or disposed of in the City. These materials would be transported and handled in accordance with all federal, state, and local laws regulating the management and use of hazardous materials. Consequently, use of these materials for their intended purpose would not pose a significant risk to the public or environment. With adherence to state and local regulations, impacts associated with routine transport, use, and disposal of hazardous materials would be less than significant.

b) Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

Less-than-Significant Impact. Construction and operation under the Downtown West PUD would involve relatively small amounts of commonly used hazardous substances such as gasoline, diesel fuel, lubricating oil, grease, adhesive materials, and solvents. These materials are not considered acutely hazardous and are used routinely throughout urban environments for both construction and operation of typical projects. Further, these materials would be transported, handled, and disposed in accordance with all federal, state, and local laws regulating the management and use of hazardous materials. Impacts would be less than significant.

c) Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

Less-than-Significant Impact. The closest school to the PUD project area is St. George School, located approximately 0.02 miles northwest of the PUD project area. As described above, construction and operation under the proposed Downtown West PUD would involve use, storage, and disposal of small amounts of hazardous materials on the PUD. These materials would be transported and handled in accordance with all federal, state, and local laws regulating the management and use of hazardous materials. Consequently, use of these materials for their intended purpose would not pose a significant risk to the public or environment. With adherence to state and local regulations, impacts associated with routine transport, use, and disposal of hazardous materials would be less than significant.

d) Would the project be located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

Less-than-Significant Impact. The California Department of Toxic Substances Control's EnviroStor database tracks cleanup, permitting, enforcement, and investigation efforts at hazardous waste facilities and sites with known contamination. According to the database search, no cleanup sites are located in the PUD project area. Three evaluation cleanup sites that have been referred to a local agency are located approximately 0.05 miles south of the PUD project area (DTSC 2023). The State Water Resources Control Board's GeoTracker database identifies leaking underground storage tanks, waste discharge sites, oil and gas sites, and other waste or cleanup sites. A review of GeoTracker identified one closed leaking underground storage tank cleanup site within the PUD project area (GTE Ontario ID No. T0607100264). This site was closed in 1993.

Two more closed leaking underground storage tank cleanup sites were identified surrounding the PUD project area including Imperial Thrift and Loan Prop. (ID No. T0607100428), located approximately 0.5 miles west of the PUD project area, and TOSCO/76 Station #5606 (ID No. T0607100482), located approximately 0.5 miles northeast of the PUD project area (SWRCB 2023). The PUD project area is not located on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and the nearby sites are closed cases; therefore, no impact would occur.

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?

Less-than-Significant Impact. The PUD project area is located approximately 1.5 miles northwest of the Ontario International Airport. The PUD project area is not within an airport safety zone and is located in the 60-65 decibel community noise equivalent level noise contour zone, as depicted in the Ontario International Airport Land Use Compatibility Plan. The PUD project area is within the Airspace Avigation Easement Area and the allowable height for the PUD project area is 70 feet to 100 feet, as shown in the Airspace Protection Zones Map in the Ontario International Airport Land Use Compatibility Plan (Ontario Airport Planning 2018). The highest height proposed for development under the Downtown West PUD is 65 feet. The proposed development would be similar to the existing uses of the PUD project area and would not introduce new hazards to aircraft operations. Therefore, impacts would be less than significant.

f) Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

Less-than-Significant Impact. The City has prepared the 2018 Hazard Mitigation Plan with the intent of reducing and/or eliminating loss of life and property from natural hazards. Policy S2-3 in the plan requires compliance with state and federal law and does not permit facilities using, storing, or otherwise involved with substantial quantities of on-site hazardous materials to be located in the 100-year flood zone unless all standards of elevation, flood proofing, and storage have been implemented to the satisfaction of the Building Department (City of Ontario 2018). Additionally, the City provides disaster preparedness and outlines hazard specific preparation through the

ReadyOntario website (City of Ontario 2023c). The closest fire station is located approximately 0.3 miles to the east of the PUD project area; therefore, the PUD project area would be served by the nearby station. With compliance with the building standards outlined in the Hazard Mitigation Plan and Municipal Code, impacts would be less than significant.

g) Would the project expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?

Less-than-Significant Impact. The PUD project area is not located in a Fire Hazard Severity Zone, as shown in TOP 2050 Figure S-05, Fire Hazard Severity Zones (City of Ontario 2023a). In the event of an emergency, fire response services for the PUD project area are provided by the Ontario Fire Department. Proposed development would be constructed in conformance with Title 24, which includes building requirements that prevent and protect against fire ignition and the spread of potential wildland fires. Therefore, impacts to people or structures, either directly or indirectly, from a significant risk of loss, injury, or death involving wildland fires would be less than significant.

Hydrology and Water Quality

a) Would the project violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?

Less-than-Significant Impact. Construction facilitated by the Downtown West PUD would involve ground-disturbing activities for grading that could result in sediment discharge in stormwater runoff. Additionally, construction would involve the use of oil, lubricants, and other chemicals that could be discharged from leaks or accidental spills. These potential sediment and chemical discharges during construction would have the potential to impact water quality in receiving water bodies. However, any construction activities disturbing 1 or more acres of land, or less than 1 acre of land if part of a larger development, must comply with the State Water Resources Control Board Construction General Permit, which requires development of a stormwater pollution prevention plan to protect water quality. This requires implementation of construction BMPs such as silt fences, inlet protection, and site stabilization techniques to ensure that stormwater runoff from the construction work areas does not cause degradation of water quality in receiving water bodies. Through the incorporation of BMPs through implementation of stormwater pollution prevention plan requirements, impacts associated with water quality standards during construction would be less than significant.

b) Would the project substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?

Less-than-Significant Impact. The PUD project area is located within the Chino Creek Watershed. The Chino Basin Watermaster has determined the safe yield for the basin and has assigned individual pumping allocations to each water purveyor to ensure that the total groundwater production does not exceed the safe yield (City of Ontario 2022a). Nearly all of the PUD project area is developed with urban uses and not available for groundwater recharge. Therefore, substantial decrease in impermeable surfaces in the City would not result from development of the Downtown West PUD. The Downtown West PUD would not result in substantial impacts that would impede sustainable groundwater management of the basin compared to what is existing.

The Chino Groundwater Basin is adjudicated and is considered by the Department of Water Resources to be a very low priority groundwater basin (DWR 2023). Each water purveyor has an allotted amount of water that can be pumped from the basin so that the safe yield is not exceeded; therefore, impacts would be less than significant.

c) Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:

i) result in substantial erosion or siltation on or off site;

ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on or off site;

iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or

iv) impede or redirect flood flows?

Less-than-Significant Impact. The Downtown West PUD would not result in a substantial change in impervious surfaces within the PUD project area. The majority of the PUD project area is currently developed with mixed uses and residential. Development facilitated by the Downtown West PUD would feature drainage facilities that connect to existing drainage infrastructure. Therefore, implementation of the Downtown West PUD would not substantially alter the existing drainage pattern of the site or area in a way that would cause substantial erosions, flooding, polluted runoff, or changes to flood flows. Impacts would be less than significant.

d) In flood hazard, tsunami, or seiche zones, would the project risk release of pollutants due to project inundation?

Less-than-Significant Impact. The City is located outside a tsunami hazard zone (DOC 2023b). As shown in Figure S-03, Flood Hazard Zones, of TOP 20250 the PUD project area is located outside of a Federal Emergency Management Agency Floodplain Zone. Figure S-04 shows that the PUD project area, and the majority of the City, is in a zone of potential inundation from San Antonio Dam (City of Ontario 2023a), which is located approximately 6.3 miles from the PUD project area. The PUD project area is currently mostly developed and urban; new improvements and development facilitated by the Downtown West PUD would be similar in use to what exists and would not significantly increase the risk of pollutants due to inundation beyond what currently exists in the City. Impacts would be less than significant.

e) Would the project conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

No Impact. The City's groundwater supplies are from the Chino Groundwater Basin, which is managed by the Chino Basin Watermaster. The Chino Basin is exempt from legislative requirements under the Sustainable Groundwater Management Act and is not required to prepare a groundwater sustainability plan (City of Ontario 2022a). The Downtown West PUD contains guidelines for development and private investments, public realm improvements, and activations and art. The Downtown West PUD would not involve groundwater extraction or affect

recharge in a way that would produce any effect on the local groundwater supply or groundwater table. Operations of the proposed Downtown West PUD would be similar to existing operations on the PUD project area and would not violate any water quality standards or water discharge requirements. Therefore, the Downtown West PUD would not conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan. No impacts would occur.

Land Use and Planning

a) Would the project physically divide an established community?

Less-than-Significant Impact. The proposed Downtown West PUD would contain guidelines for development and private investments, public realm improvements, activations, and art. The PUD project area is currently developed with a mix of commercial uses, vacant land, and residential units.. All other development or improvements facilitated by the Downtown West PUD would not change the land use or zoning of the PUD project area. The PUD project area is zoned as Downtown – MU and HDR; therefore, revitalizing the downtown area and adding residential units would be consistent with the site's intended uses. The Downtown West PUD would not result in a removal of an existing means of access, such as a road or bridge, that would impede mobility with an existing community and other areas. The Downtown West PUD includes improvements such as a potential paseo connection and alley improvements that would increase connectivity in the downtown area. The proposed Downtown West PUD would not physically divide an established community, and impacts would be less than significant.

b) Would the project cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

No Impact. The PUD project area is designated in the General Plan as MU Downtown and is zoned as MU-1 and HDR-45. All other blocks would be within the allowed proposed density in TOP 2050. Table 9 shows the existing land use designation of each site, the allowed densities, and required parking per housing unit.

Table 9. Downtown West PUD TOP 2050 Consistency

Block	TOP 2050 Land Use Designation	Proposed Land Use Designation	TOP 2050 Allowed Density for Proposed Land Use Designation	Proposed Density (du/acre)	Parking Required for Housing Units	Total Parking provided
A	Mixed Use	Mixed Use	25.0 to 75.0	n/a	n/a	n/a
B	Mixed Use	Mixed Use	25.0 to 75.0	75	30	32
C	Mixed Use	Mixed Use	25.0 to 75.0	75	132	219
D	Mixed Use	Mixed Use	25.0 to 75.0	39	58	58
E	Mixed Use	Mixed Use	25.0 to 75.0	75	78	78
F	Mixed Use	Mixed Use	25.0 to 75.0	60	190	460
G	Mixed Use	Mixed Use	25.0 to 75.0	75	80	80
H	Mixed Use	Mixed Use	25.0 to 75.0	30	78	78

Table 9. Downtown West PUD TOP 2050 Consistency

Block	TOP 2050 Land Use Designation	Proposed Land Use Designation	TOP 2050 Allowed Density for Proposed Land Use Designation	Proposed Density (du/acre)	Parking Required for Housing Units	Total Parking provided
I	Mixed Use	High Density Residential	25.1 to 45.0	30	70	70
Fronting Euclid Avenue	Mixed Use	Mixed Use	25.0 to 75.0	75 max.	145	145
Total					**861**	**1,220**

Source: City of Ontario 2022a.
Note: n/a = not applicable.

As shown in Table 9 above, the Downtown West PUD would be consistent with the existing TOP 2050 Land Use Designations' density and parking requirements. Implementation of the Downtown West PUD would not conflict with the applicable zoning and other regulations.

In addition, TOP 2050 includes future buildout of the City. Table 10 shows the applicable land use future build out assumptions.

Table 10. TOP 2050 Future Buildout Table

Land Use	Acres	Assumed Density/Intensity	TOP 2050 Housing Units for Land Use	TOP 2050 Non-Residential Square Feet for Land Use
MU Downtown	128	60% of the area at 35 du/acre, 40% of the area at 0.80 FAR for office and retail	2,678	1,777,586

Source: City of Ontario 2022c.
Note: du/acre = dwelling unit per acre; FAR = floor area ratio.

The PUD project area consists of approximately 21.58 acres of proposed MU Downtown. The development allowed under the Downtown West PUD would be within the allowed TOP 2050 buildout housing units and non-residential square feet for the proposed land uses. The Downtown West PUD, at maximum buildout, would result in a fraction of the allowable buildout throughout the City. Therefore, no impact would occur.

Mineral Resources

a) Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

And

b) Would the project result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?

No Impact. According to Figure 5.12-1, Areas of Mineral Resource Significance, in the TOP Supplemental EIR, the PUD project area is within Mineral Resource Zones (MRZ) 2 and 3. MRZ-2 includes zones where adequate information indicates that significant mineral deposits are present, or there is a likelihood of their presence, and development should be controlled. MRZ-3 includes zones where the significance of mineral deposits cannot be determined from the available data (City of Ontario 2022a). TOP 2050 Policy ER-5.5, Mining Operations, prohibits future mining operations where the resource extraction activities are incompatible with existing or proposed adjacent land uses. Areas identified with potential mineral resources have been developed with urban uses and are not suitable for mineral resource extraction (City of Ontario 2023a). The PUD project area is designated as mixed use and high density residential, which are uses that are incompatible with resources extraction activities; therefore, there would be no impact to loss of available of known mineral resources or mineral resource recovery sites.

Noise

This section is based on technical analysis conducted by Dudek and attached to this MND as Appendix B, Noise Technical Memorandum. See Appendix B for complete results.

a) Would the project result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

Construction Noise

Less-than-Significant Impact With Mitigation Incorporated. The PUD project area is located within TOP 2050 Mixed Use-Downtown land use. As an implementation tool for TOP 2050 on a localized basis, the Downtown West PUD would facilitate development of a mix of uses and historic preservation; transformation of select existing buildings through adaptive reuse; and design guidelines for new development, Euclid Avenue, alleys, managed infrastructure, and the public realm. The intensity of construction activities and the distance between future construction zones and existing noise-sensitive receivers (i.e., residences, nursing care facilities, hospitals, lodging facilities) under the Downtown West PUD would not be materially different from assumptions regarding construction of future development of the area under TOP 2050.

The TOP Supplemental EIR concluded that construction could generate noise levels in excess of 80 A-weighted decibels equivalent continuous noise level and generate noise disturbances for prolonged periods of time at noise-sensitive receptors. Safety Element Policy S-4.1, Noise Mitigation, would help minimize the construction noise impacts through enforcement of Municipal Code Chapter 29, Section 5-29.09, which limits construction, remodeling, digging, grading, demolition, or any other related building activity to between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday, and 9:00 a.m. to 6:00 p.m. on weekends. The Downtown West PUD would not result in new or a substantial increase in the magnitude of impacts compared to TOP 2050. Nevertheless, construction-related noise impacts from the Downtown West PUD would be potentially significant. Adherence to mitigation from the TOP Supplemental EIR would therefore

be required in order to avoid significant temporary construction noise impacts. The TOP Supplemental EIR mitigation measure regarding construction noise is presented below.

MM-NOI-1 Construction Noise Abatement

Construction activities associated with new development that occurs near sensitive receptors shall be evaluated for potential noise impacts. Construction contractors shall implement the following measures for construction activities in the City of Ontario. Construction plans submitted to the City shall identify these measures on demolition, grading, and construction plans. The City of Ontario Planning and Building Departments shall verify that grading, demolition, and/or construction plans submitted include these notations prior to issuance of demolition, grading, and/or building permits:

1. Construction activity is limited to the hours between 7:00 am and 6:00 pm Monday through Friday and 9:00 am to 6:00 pm Saturdays and Sundays, as prescribed in Municipal Code Section 5-29.09.
2. During the entire active construction period, equipment and trucks used for project construction shall use the best-available noise control techniques wherever feasible (e.g., improved mufflers, equipment re-design, use of intake silencers, ducts, engine enclosures, and acoustically attenuating shields or shrouds).
3. Impact tools (e.g., jack hammers and hoe rams) shall be hydraulically or electrically powered wherever possible. Where the use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used along with external noise jackets on the tools.
4. Stationary equipment such as generators and air compressors shall be located as far as feasible from nearby noise-sensitive uses.
5. Stockpiling shall be located as far as feasible from nearby noise-sensitive receptors.
6. Construction traffic shall be limited, to the extent feasible, to approved haul routes established by the City's Engineering Department.
7. At least 10 days prior to the start of construction activities, a sign shall be posted at the entrance(s) to the job site, clearly visible to the public, that includes permitted construction days and hours as well as the telephone numbers of the City's and contractor's authorized representatives that are assigned to respond in the event of a noise or vibration complaint. If the authorized contractor's representative receives a complaint, he/she shall investigate, take appropriate corrective action, and report the action to the City.
8. Signs shall be posted at the job site entrance(s), within the onsite construction zones, and along queueing lanes (if any) to reinforce the prohibition of unnecessary engine idling. All other equipment shall be turned off if not in use for more than 5 minutes.
9. During the entire active construction period and to the extent feasible, the use of noise-producing signals, including horns, whistles, alarms, and bells, shall be for safety warning purposes only. The construction manager shall use smart back-up alarms, which automatically adjust the alarm level based on the background noise level or switch off back-up alarms and replace with human spotters in compliance with all safety requirements and laws.

10. Erect temporary noise barriers (at least as high as the exhaust of equipment and breaking line-of-sight between noise sources and sensitive receptors), as necessary and feasible, to maintain construction noise levels at or below the performance standard of 80 dBA Leq. Barriers shall be constructed with a solid material that has a density of at least 1.5 pounds per square foot with no gaps from the ground to the top of the barrier and may be lined on the construction side with an acoustical blanket, curtain, or equivalent absorptive material (City of Ontario 2022a).

Operational Noise (Stationary)

Less-than-Significant Impact. New commercial, residential, and mixed-use development under the Downtown West PUD is not anticipated to result in greater density than envisioned under TOP 2050. As described in the Development Code Chapter 6.0, new development may trend toward taller vertical structures than exist today, but with mechanical systems (principally for heating, ventilation, and air conditioning) situated on the roof of such structures, new noise sources would generally be at a further distance to any neighboring noise-sensitive receivers, thus reducing noise at the ground level as compared to lower profile buildings with the same roof-mounted equipment. Adaptive re-use of existing structures would likely involve more modern and efficient mechanical systems, with the same or lower noise generation than equipment associated with the original occupancy of such structures. Impacts would be less than significant.

Traffic Noise

Less-than-Significant Impact. Under the Downtown West PUD, the placement of housing, jobs, and amenities in closer proximity to each other and design strategies focused on the pedestrian and a variety of multimodal options will make walking and other forms of active transportation a desirable alternative to driving. The PUD project area would be served by existing roadway, transit, and pedestrian facilities and proposes improvements along B Street, Euclid Avenue Streetscape, alley improvements, and a West Valley Connector Bus Rapid Transit Station. Such improvements would be expected to counter an increase in the number of single-occupancy vehicle trips that could otherwise be associated with introduction of new housing units and commercial space. As such, implementation of the Downtown West PUD would not be anticipated to generate a greater number of vehicle trips compared to TOP 2050, and traffic noise level increases due to the Downtown West PUD would be less than significant.

b) Would the project result in generation of excessive groundborne vibration or groundborne noise levels?

Construction Vibration

Less-than-Significant Impact with Mitigation Incorporated. The TOP Supplemental EIR concluded that construction of future development allowed under TOP 2050 could generate vibration levels that exceed structural damage thresholds established by the Federal Transit Authority (e.g., 0.12 inches per second [in/sec] peak particle velocity [PPV] for fragile or historical resources, 0.2 in/sec PPV for nonengineered timber and masonry buildings, and 0.3 in/sec PPV for engineered concrete and masonry). The Downtown West PUD would not result in new or a substantial increase in the magnitude of impacts compared to TOP 2050. Nevertheless, construction-related vibration impacts from the Downtown West PUD would be potentially significant. Adherence to mitigation

from the TOP Supplemental EIR would therefore be required in order to avoid significant temporary construction-related vibration impacts. The TOP Supplemental EIR mitigation measure regarding construction-related vibration is presented below.

MM-NOI-2 Construction Vibration Abatement

Prior to issuance of a building permit, individual projects that involve vibration intensive construction activities, such as pile drivers, jack hammers, and vibratory rollers near sensitive receptors shall be evaluated for potential vibration impacts. For construction within 135 feet of fragile structures, such as historical resources, within 100 feet of nonengineered timber and masonry buildings (e.g., most residential buildings), or within 75 feet of engineered concrete and masonry (no plaster); or a vibratory roller within 25 feet of any structure, the project applicant shall prepare a noise and vibration analysis to assess and mitigate potential noise and vibration impacts related to these activities. This noise and vibration analysis shall be conducted by a qualified and experienced acoustical consultant or engineer. The vibration levels shall not exceed Federal Transit Administration (FTA) architectural damage thresholds (e.g., 0.12 inches per second [in/sec] peak particle velocity [PPV] for fragile or historical resources, 0.2 in/sec PPV for nonengineered timber and masonry buildings, and 0.3 in/sec PPV for engineered concrete and masonry). If vibration levels would exceed this threshold, alternative uses shall be used, such as drilling piles as opposed to pile driving and static rollers as opposed to vibratory rollers. If necessary, construction vibration monitoring shall be conducted to ensure vibration thresholds are not exceeded.

Operational Vibration

Less Than Significant. Vibration generation associated with commercial facilities is typically only associated with very large/heavy equipment that includes a rotating component or impact function. Commercial operations envisioned within the PUD would be expected to generate limited levels of ground vibration, which are unlikely to be perceptible beyond the property line of the facility. Therefore, vibration from future commercial operations developed under the PUD would be less than significant.

c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

Less-than-Significant Impact. The PUD project area is located approximately 1.5 miles northwest of the Ontario International Airport. The PUD project area is located in the 60–65 decibels community noise equivalent level noise contour zone, as depicted in the Ontario International Airport Land Use Compatibility Plan (City of Ontario 2024). New residential or other noise-sensitive land uses constructed as part of the Downtown PUD would not be exposed to airport-related noise levels in excess of 65 A-weighted decibels community noise equivalent level. Impacts would be less than significant.

Population and Housing

a) Would the project induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

Less-than-Significant Impact. The proposed Downtown West PUD would facilitate 581 residential units. As described above in Table 9, the Downtown West PUD would result in densities less than they allowable TOP 2050 densities. Therefore, the number of residences that would be developed within the PUD project area is consistent with planned growth in the General Plan Land Use Element, and unplanned growth would not occur.

In addition, the City's Housing Element analyzes existing housing and housing needs within the City and prepares goals, policies, and programs to further the development, improvement, and preservation of housing. The Housing Element was adopted March 1, 2022, and revised August 2022. The PUD project area is located within the Downtown Plan in the Housing Element. The Downtown Plan's vision is to facilitate new mixed-use and residential development, including 634 units in the Downtown Plan area (City of Ontario 2022b). The Downtown West PUD proposes 581 residential units; therefore, the Downtown West PUD would be consistent with the approved Housing Element. The growth facilitated by the Downtown West PUD is within the previously approved standards and would further define the design standards and guidelines for developers in efforts to revitalize Downtown Ontario.

b) Would the project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

Less-than-Significant Impact. The PUD project area contains existing residential units; however, the majority of development would be located on existing commercial or vacant land. The Downtown West PUD would not displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere. At full buildout, the Downtown West PUD would facilitate the addition of 581 units; therefore, no replacement housing elsewhere would be needed and impacts would be less than significant.

Public Services

a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:

i) Fire protection?

Less-than-Significant Impact. The City of Ontario Fire Department provides fire services throughout the City. The fire department operates out of 10 stations staffed by 186 sworn firefighters and 41 professional staff members serving the community across six bureaus—Operations/Airport Services, Fire Prevention, Support Services, EMS, Training and Professional

Services, and Administrative Services (City of Ontario 2023d). The closest fire station is located approximately 0.3 miles east of the PUD project area.

The proposed Downtown West PUD would allow for 581 additional housing units and therefore would increase the demand for emergency fire services. However, implementation of the proposed Downtown West PUD would be required to adhere to the California Fire Code (CFC), as included in the City's Municipal Code Chapter 4. Future development would be reviewed by the City and the City of Ontario Fire Department on an individual basis and would be required to comply with requirements at the time building permits are issued, including the payment of development impact fees that contribute to funding for additional staffing, facilities, and equipment. Provision of a new or physically altered fire station that could cause environmental impacts would not be required. Therefore, impacts related to fire protection services from the proposed Downtown West PUD would be less than significant.

ii) Police protection?

Less-than-Significant Impact. The City of Ontario Police Department (OPD) provides police protection services to the City. The OPD has a standard of having approximately 225 police officers per 100,000 people. As of 2022, the OPD was allotted 300 police officers and met this standard (City of Ontario 2022a). Buildout of the proposed Downtown West PUD would result in increased population and development and would result in an increased demand on police protection services. Future development facilitated by the Downtown West PUD would also be subject to development impact fees that pay for police services. In addition, future development would be reviewed by the City on an individual basis and required to comply with regulations at the time building permits are issued. Therefore, with payment of development impact fees, the proposed Downtown West PUD would not result in a substantial adverse impact associated with the provision of additional police facilities or services, and impacts to police services would be less than significant.

iii) Schools?

Less-than-Significant Impact. The PUD project area is served by Chaffey Joint Union High School District (CJUHSD) and Ontario-Montclair School District (OMSD). The closest school to the PUD project area is St. George School, located approximately 0.02 miles northwest of the PUD project area.

Each school district that serves the City assesses its needs individually based on student generation rates from residential development and charges development impact fees accordingly. Residential development in the City facilitated by the Downtown West PUD would require payments to corresponding school districts. These payments accommodate the need for new facilities based on the increase in student population in each district (City of Ontario 2022a).

The majority of school districts within Ontario have existing capacity to accommodate TOP 2050 buildout and population increase, including the CJUHSD. The OMSD indicated that d that any increase in residential development will impact OMSD school facilities; however, information provided by OMSD shows that most of its schools can accommodate the District's projections for the next 10 years (City of Ontario 2022a); therefore, because the proposed Downtown West PUD is consistent with the land uses and densities in TOP 2050, the school districts would have the existing capacity to

accommodate the proposed Downtown West PUD. Therefore, impacts related to school facilities would be less than significant with the Government Code required fee payments.

iv) Parks?

Less-than-Significant Impact. The TOP 2050 Parks and Recreation Element contains polices regarding park requirements in the City. Policy PR-1.5 aims to provide 5 acres of parkland (public and private) per 1,000 residents and Policy PR-1.6 aims to provide a minimum of 2 acres of developed private park space per 1,000 residents (City of Ontario 2023a). The proposed Downtown West PUD would not result in a substantial increase in population such that new facilities would be required to serve the Downtown West PUD. In addition, the project applicants would be required to pay development impact fees for parks and recreation facilities. Therefore, with payment of development impact fees, the proposed Downtown West PUD would have a less-than-significant impact related to the provision of park and recreational facilities.

v) Other public facilities?

Less-than-Significant Impact. Development facilitated by the proposed Downtown West PUD could also increase demand for other public services, including libraries, community centers, and public health care facilities. However, because the PUD project area is already served by other services and the proposed Downtown West PUD would be consistent with the approved TOP 2050, the proposed Downtown West PUD would not result in the need for new or physically altered facilities to provide other services, the construction of which could cause significant environmental impacts. Therefore, impacts would be less than significant.

Recreation

a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

Less-than-Significant Impact. The City uses the established parkland standard of 3 acres per 1,000 residents. The City has approximately 481 acres of parkland (City of Ontario 2022a). Based on a population of 175,265 (U.S. Census Bureau 2020), the City currently requires 526 acres of parkland.

Future growth facilitated by the Downtown West PUD would increase the demand for parks and increase existing park usage. The Quimby Act is a funding mechanism for parkland acquisition. Under this act and pursuant to the City's Municipal Code, residential subdivisions must dedicate parkland or pay in lieu fees to enable the City to acquire a ratio of 3 acres of parkland per 1,000 residents (City of Ontario 2022a). Therefore, with the inclusion of in lieu fees, impacts would be less than significant.

b) Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?

Less-than-Significant Impact. The City has 481 acres of parkland, and buildout of TOP 2050 would provide 900 acres of additional parkland (City of Ontario 2022a). Therefore, with the addition of

new parkland throughout the City, the proposed Downtown West PUD would not require the construction or expansion of recreational facilities, and impacts would be less than significant.

Transportation

This section is based on technical analysis conducted by Dudek and attached to this MND as Appendix C, Transportation Technical Memorandum. See Appendix C for complete results.

a) Would the project conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?

Less-than-Significant Impact. The Mobility Element of TOP 2050 mentions that access and connectivity to mobility options will be integrated into neighborhoods, center, corridors and districts in the City (City of Ontario 2023a). The placement of housing, jobs, and amenities in closer proximity to each other and design strategies focused on the pedestrian and a variety of multimodal options will make walking and other forms of active transportation a desirable alternative to driving. This is consistent with the Downtown West PUD, which is proposing development regulations and planning and design principals to govern the development or redevelopment of an eight-and-a-half block area of the City with residential and commercial uses.

The proposed Downtown West PUD would be consistent with and not impede the implementation of the following Mobility Element goals (City of Ontario 2023a):

1. Goal M1: A system of roadways that meets the mobility needs of a dynamic and prosperous Ontario.
2. Goal M2: A system of trails and corridors that facilitate and encourage active modes of transportation.
3. Goal M3: A public transit system that is a viable alternative to automobile travel and meets basic transportation needs of the transit-dependent.
4. Goal M4: An efficient flow of goods through the City that maximizes economic benefits and minimizes negative impacts.
5. Goal M5: A proactive leadership role in helping identify and facilitate implementation of strategies that address regional transportation challenges (City of Ontario 2023a).

Euclid Avenue, Palm Avenue, E Street, and Holt Boulevard provide primary access to the PUD project area. The City is served by bus services provided by OmniTrans, which operates Routes 61, 83, and 84 in the PUD project area. The City is served by passenger rail services by Amtrak and Metrolink. The Amtrak station is located at 198 E Emporia Street, approximately 0.2 miles southeast of the Euclid Avenue/Holt Avenue intersection. The Ontario East station (Metrolink-Riverside line) is located at 3330 E Francis Street approximately 5.8 miles southeast of the Euclid Avenue/Holt Avenue intersection. The City's downtown core is well served by pedestrian facilities, with sidewalks provided along most streets and crosswalks provided at all major intersections. There are several existing and proposed bicycle facilities shown in TOP 2050 Figure M-02, Multipurpose Trails and Bikeways, that serve the PUD project area.

The PUD project area would be served by existing roadway, transit, and pedestrian facilities and proposes improvements along B Street, Euclid Avenue Streetscape, alley improvements, and a

West Valley Connector Bus Rapid Transit Station. As such, the Downtown West PUD would not conflict with a program, plan, ordinance, or policy addressing the circulation system including transit, roadway, bicycle, and pedestrian facilities. Impacts would be less than significant.

b) Would the project conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?

Less-than-Significant Impact. CEQA Guidelines Section 15064.3(b) focuses on VMT for determining the significance of transportation impacts. It is further divided into four subdivisions: (1) land use projects, (2) transportation projects, (3) qualitative analysis, and (4) methodology. The Updated CEQA Guidelines state that "generally, VMT is the most appropriate measure of transportation impacts," and define VMT as "the amount and distance of automobile travel attributable to a project." "Automobile" refers to on-road passenger vehicles, specifically cars and light trucks. The Office of Planning and Research has clarified in its Technical Advisory (OPR 2018) that heavy-duty truck VMT is not required to be included in the estimation of a project's VMT. Other relevant considerations may include the effects of a project on transit and non-motorized traveled.

Based on the San Bernardino County Transportation Authority Transportation Analysis Model VMT evaluation tool,[2] the individual projects or parcels are located in two traffic analysis zones (TAZs) (i.e., 5364501 and 53645201).

The individual parcels or projects within the Downtown West PUD may be screened from conducting a detailed project-level VMT assessment if they meet at least some of the following screening criteria:

1. **Transit Priority Area Screening:** Projects located within 0.5 miles of an existing "major transit stop" or an "existing stop along a high-quality transit corridor" may be presumed to have a less-than-significant impact absent substantial evidence to the contrary. In addition to its proximity to transit, the project would meet the following:
    1. A minimum floor area ratio of 0.75
    2. Provide no more parking than City Development code mandates
    3. Be consistent with the applicable Sustainable Communities Strategy
    4. Do not replace affordable housing units with a smaller number of moderate or high-income residential units

    Based on the evaluation tool, several Assessor's Parcel Numbers in the TAZ would meet the Transit Priority Area screening. The Downtown West PUD would ensure during development plan review that individual projects would also meet the conditions for floor area ratio, parking, consistency with Sustainable Communities Strategy, and not replacing affordable housing units, as outlined above.

2. **Low VMT Area Screening:** Projects are presumed to result in less-than-significant VMT impacts if located in low VMT-generating model TAZs. These TAZs generate total daily VMT per service population that is less than the baseline level for the City's buildout. Based on

[2] San Bernardino County Transportation Authority VMT Screening Tool accessed at https://sbcta.maps.arcgis.com/apps/webappviewer/index.html?id=779a71bc659041ad995cd48d9ef4052b

the evaluation tool, several project Assessor's Parcel Numbers are within a low VMT-generating area and would meet this screening criterion.

3. **Project Type Screening:** Projects that meet the criteria described below can be screened from further VMT review and are presumed to have a less-than-significant impact:
    - Residential, office, retail or a mix of these land uses within 0.5 miles of an existing major transit stop
    - Local-serving retail uses not greater than 50,000 square feet in size;
    - Projects with a Neighborhood Commercial TOP 2050 Land Use designation
    - Redevelopment of a site to a residential or office that would generate fewer VMT than the existing use

Each project within the Downtown West PUD is likely to meet one of the above-mentioned screening criteria and therefore it is anticipated to have a less than significant VMT impact. If the screening criteria is not met, the applicant would need to submit project level VMT analysis and additional mitigation to mitigate impacts. Therefore, the Downtown West PUD would not conflict or be inconsistent with CEQA Guidelines Sections 15064.3(b)(1) and 15064.3(b)(3), and impacts would be less than significant.

c) Would the project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

Less-than-Significant Impact. The Downtown West PUD proposes to redevelop several existing residential and commercial parcels; however, it does not propose any new roads or intersections. Individual projects including residential and commercial development would be subject to, and designed in accordance with, City standards and specifications that address potential design hazards including sight distance, driveway placement and access, and signage and striping. Additionally, any new improvements to roadway facilities associated with individual projects would be constructed based on design and access standards consistent with the City's Traffic and Transportation Guidelines (City of Ontario 2020b).

During construction, if any temporary road closures are anticipated, the contractor will implement a traffic control plan (if required) and standard construction management practices to maintain access for all road users and emergency vehicles. As such, traffic from the project entering and exiting the individual sites would be able to do so safely at the driveways. Therefore, the Downtown West PUD would not substantially increase hazards due to a roadway design feature or introduce incompatible uses. Impacts would be less than significant.

d) Would the project result in inadequate emergency access?

Less-than-Significant Impact. The proposed Downtown West PUD does not propose any new roadways or intersections, and it would not include any standards that would result in inadequate emergency access. The individual project design and access details such as new or modified driveway locations or curb cuts are unknown at the time of this writing. Therefore, this document does not consider impacts to emergency access to properties in the PUD project area or particular streets along which parcels have been identified for development. The Downtown West PUD may allow for

greater densities than are currently allowed as proposed in the plan, policies, and zoning standards for Downtown and would facilitate temporary construction activities within the area, which could temporarily result in impacts to the circulation system. The individual projects would be designed and constructed to local standards and comply with the fire code and emergency access requirements of the fire department. Upon completion, the projects or parcels would continue to be accessible via existing or new driveways along streets in the Downtown area. Therefore, the construction or operation of the proposed Downtown West PUD would not result in inadequate emergency access, and impacts would be less than significant.

Tribal Cultural Resources

Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k)?

Less-than-Significant Impact. A Native American Heritage Commission (NAHC) record search for the Sacred Lands File (SLF) for the Downtown West PUD was negative for known Native American heritage resources within the PUD project area. Therefore, the Downtown West PUD would not adversely affect tribal cultural resources (TCRs) that are listed or eligible for listing in the state or local register. Impacts would be less than significant.

b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1? In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.

Less-than-Significant Impact with Mitigation Incorporated. The SLF is maintained by the NAHC and represents a curation of "sacred lands" or TCRs provided by tribal entities and Native American representatives. While the NAHC SLF records search results were negative for known Native American heritage resources within the PUD project area, for various reasons, tribal entities and Native American representatives do no not always report sacred lands or TCRs to the NAHC. As such, the NAHC's SLF is not a comprehensive list, and searches of the SLF must be considered in concert with other research and not used as a sole source of information regarding the presence of TCRs or cultural resources. The NAHC provided a list of 20 individuals/tribal entities who would potentially have specific knowledge as to whether or not other cultural resources are identified within the PUD project area that could be at risk. Future development facilitated by the Downtown West PUD would be required to undergo project-specific tribal consultation.

The City sought to enter into tribal consultation with all tribes listed as a result of the NAHC records request. Two tribes, the Gabrieleno Band of Mission Indians – Kizh Nation and the San Manuel Nation, requested consultation. Information was provided that the PUD project area exists within Serrano ancestral territory. There were no concerns with the Downtown West

PUD's implementation; however, mitigation measures were requested. MM-CUL-4, MM-CUL-5, MM-CUL-6, MM-TCR-1, and MM-TCR-2 are provided below.

In addition, in an abundance of caution and in an effort to protect unknown TCRs, the City has developed Standard Conditions of Approval (City Council Resolution No. 2010-021) to ensure the proper treatment of unknown subsurface cultural and tribal cultural resources in the event of an inadvertent discovery. Significant impacts are not expected. However, City-to-tribal government consultation pursuant to AB 52 and SB 18 will continue for future projects as required by state laws.

MM-CUL-4.

In the event that cultural resources are discovered during project activities, all work in the immediate vicinity of the find (within a 60-foot buffer) shall cease and a qualified archaeologist meeting Secretary of Interior standards shall be hired to assess the find. Work on the other portions of the project outside of the buffered area may continue during this assessment period. Additionally, the Yuhaaviatam of San Manuel Nation Cultural Resources Department (YSMN) shall be contacted, as detailed within TCR-1, regarding any pre-contact finds and be provided information after the archaeologist makes his/her initial assessment of the nature of the find, so as to provide Tribal input with regards to significance and treatment.

MM-CUL-5.

If significant pre-contact and/or historic-era cultural resources, as defined by CEQA (as amended, 2015), are discovered and avoidance cannot be ensured, the archaeologist shall develop a Monitoring and Treatment Plan, the drafts of which shall be provided to YSMN for review and comment, as detailed within TCR-1. The archaeologist shall monitor the remainder of the project and implement the Plan accordingly.

MM-CUL-6.

If human remains or funerary objects are encountered during any activities associated with the project, work in the immediate vicinity (within a 100-foot buffer of the find) shall cease and the County Coroner shall be contacted pursuant to State Health and Safety Code §7050.5 and that code enforced for the duration of the project.

MM-TCR-1.

The Yuhaaviatam of San Manuel Nation Cultural Resources Department (YSMN) shall be contacted, as detailed in CR-1, of any pre-contact cultural resources discovered during project implementation, and be provided information regarding the nature of the find, so as to provide Tribal input with regards to significance and treatment. Should the find be deemed significant, as defined by CEQA (as amended, 2015), a cultural resources Monitoring and Treatment Plan shall be created by the archaeologist, in coordination with YSMN, and all subsequent finds shall be subject to this Plan. This Plan shall allow for a monitor to be present that represents YSMN for the remainder of the project, should YSMN elect to place a monitor on-site.

MM-TCR-2.

Any and all archaeological/cultural documents created as a part of the project (isolate records, site records, survey reports, testing reports, etc.) shall be supplied to the applicant and Lead Agency for dissemination to YSMN. The Lead Agency and/or applicant shall, in good faith, consult with YSMN throughout the life of the project.

Note: Yuhaaviatam of San Manuel Nation realizes that there may be additional tribes claiming cultural affiliation to the area; however, Yuhaaviatam of San Manuel Nation can only speak for itself. The Tribe has no objection if the agency, developer, and/or archaeologist wishes to consult with other tribes in addition to YSMN and if the Lead Agency wishes to revise the conditions to recognize additional tribes.

Utilities and Service Systems

a) Would the project require or result in the relocation or construction of new or expanded water, waste water treatment, or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?

Less-than-Significant Impact. The Downtown West PUD would contain guidelines for development and private investments, public realm improvements, and activations and art. Development facilitated by the Downtown West PUD would connect to the existing water, wastewater treatment, stormwater drainage, electric power, natural gas, and telecommunications facilities surrounding the PUD project area. Construction impacts, such as ground disturbance, to make these utility connections could result in minimal impacts to soil such as soil displacement, erosion, or runoff; however, implementation of BMPs would minimize the amount of erosion and/or siltation that would have the potential to occur during construction. Impacts would be less than significant.

b) Would the project have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?

Less-than-Significant Impact. Residential development facilitated by the Downtown West PUD would result in an increase in residential uses and therefore an increase in water usage. The City is served by the Ontario Municipal Utilities Company and IEUA. The IEUA and the cities within its service area plan for increased demand with future development (City of Ontario 2022a). In addition, the PUD project area is primarily developed; therefore, development facilitated by the Downtown West PUD would be served by existing water infrastructure.

The Downtown West PUD would comply with TOP 2050 Policy LU-1.3, requiring adequate infrastructure and services for all development, and Policy LU-4, requiring that the necessary infrastructure and services be in place prior to or concurrently with development. The purpose of Policies ER-1.1 through ER-1.5 are to ensure that water supplies and demands in the City are met (City of Ontario 2023a). The Downtown West PUD is consistent with the land uses and projected growth in TOP 2050; therefore, sufficient water supplies would be available to serve the PUD project area and reasonably foreseeable future development during normal, dry, and multiple dry years. Impacts would be less than significant.

c) Would the project result in a determination by the waste water treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

Less-than-Significant Impact. The proposed Downtown West PUD would be consistent with the approved TOP 2050, which accounts for buildout at the PUD project area. IEUA has two facilities that serve the City: Regional Water Recycling Plant No. 1 (RP-1) and Regional Water Recycling Plant No. 5 (RP-5). RP-5 is currently under expansion and expected to be completed in 2025 (City of Ontario 2022a). Therefore, with the expanded future wastewater capacity of the City, development under the Downtown West PUD is not expected to exceed wastewater capacity, and impacts would be less than significant.

d) Would the project generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

Less-than-Significant Impact. Development facilitated by the Downtown West PUD would comply with Section 4.408 of the 2022 CALGreen building code, which requires that at least 65% of nonhazardous construction and demolition waste from nonresidential construction operations be recycled and/or salvaged for reuse. Development would also comply with AB 341, which mandates recycling for commercial and multifamily residential land uses. In accordance with AB 1826, future businesses that generate organic waste in amounts over a certain threshold would be mandated to recycle organic matter (City of Ontario 2022a). As such, the Downtown West PUD would not impair the attainment of solid waste reduction goals.

In addition, the Downtown West PUD would comply with TOP 2050 Policies ER-2.1, ER-2.2, and ER-2.3, which describe a cost-effective, integrated waste management system that meets or exceeds state and federal recycling and waste diversion mandates through meeting or exceeding AB 939 requirements, prohibiting the disposal of hazardous and electronic waste into the municipal waste stream, and purchasing recycled-content products (City of Ontario 2023a). With compliance of the applicable regulations, the Downtown West PUD impacts would be less than significant.

e) Would the project comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

No Impact. The proposed Downtown West PUD would result in new development that would generate an increased amount of solid waste. As described above, development would be required to comply with the 2022 CALGreen building code, AB 341, and AB 1826. The Downtown West PUD would be consistent with all state regulations, as ensured through the City's development project permitting process. Therefore, the proposed Downtown West PUD would comply with all solid waste statutes and regulations, and impacts would not occur.

Wildfire

a) Would the project substantially impair an adopted emergency response plan or emergency evacuation plan?

Less-than-Significant Impact. The City has prepared the 2018 Hazard Mitigation Plan with the intent of reducing and/or eliminating loss of life and property from natural hazards. The City is located in a Local Responsibility Area. Fire protection for the City is the responsibility of the Ontario Fire Department. The Ontario Fire Department consists of 10 fire stations located throughout the City (City of Ontario 2018). The closest fire station is located approximately 0.3 miles east of the PUD project area. Additionally, the City provides disaster preparedness and outlines hazard specific preparation through the ReadyOntario website (City of Ontario 2023c). Title 9 of the Municipal Code provides development standards and fire reduction strategies including providing for fire access roads, maintaining a defensible space of non-combustible vegetation around structures, and installing indoor sprinkler systems (City of Ontario 2018). The PUD project area is not located in a Fire Hazard Severity Zone, as shown in TOP 2050 Figure S-05, Fire Hazard Severity Zones (City of Ontario 2023a); is served by a nearby fire station; and would comply with the fire regulations and standards outlined in the Hazard Mitigation Plan and Municipal Code. Therefore, impacts would be less than significant.

b) Due to slope, prevailing winds, and other factors, would the project exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?

Less-than-Significant Impact. The PUD project area is not located in a Fire Hazard Severity Zone, as shown in TOP 2050 Figure S-05, Fire Hazard Severity Zones. However, Santa Ana winds and commercial and industrial facilities could increase the possibilities of fires in the City. Goals and policies in TOP 2050 are aimed at reducing the risks of damage due to fires. Implementation of the CFC and CBC (Policy S-3.1), maintenance of fire and emergency medical services (Policy S-3.3), designing new development with fire prevention considerations (Policy S-3.8), and other measures listed in TOP 2050 would reduce the risk of fire in the City (City of Ontario 2023a). With adherence to the CFC, CBC, and TOP 2050, the Downtown West PUD would not exacerbate risk or result in post-wildfire hazards. Impacts would be less than significant.

c) Would the project require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines, or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?

Less-than-Significant Impact. As previously discussed, the Downtown West PUD would not exacerbate fire risk. Construction facilitated by the Downtown West PUD would comply with CFC requirements to manage and minimize fire risk during construction. Operation of the proposed development would not contain potential sources for fire risk. As such, the Downtown West PUD would not result in installation or maintenance of associated infrastructure that may exacerbate fire risk. Impacts would be less than significant.

d) Would the project expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

Less-than-Significant Impact. As previously described, the PUD project area is not located in a Fire Hazard Severity Zone or a Federal Emergency Management Agency Flood Zone and is located in a flat, developed area of the City (City of Ontario 2023a). In addition, the Downtown West PUD would not substantially alter the drainage of the existing site, as the site is mostly developed or paved and connected to existing stormwater systems. Therefore, the Downtown West PUD would not expose people or structures to significant risks from post-fire slope instability or drainage changes. Impacts would be less than significant.

Mandatory Findings of Significance

a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?

Less-than-Significant Impact with Mitigation Incorporated. The PUD area is an urban redevelopment area. Potential impacts related to sensitive and special-status habitat, wildlife species, and plant species are discussed in the Biological Resources section. As discussed in the Biological Resources section, impacts to biological resources would be less than significant. The proposed Downtown West PUD would not substantially degrade the quality of the environment or impact fish or wildlife species or plant communities. As discussed in the Cultural Resources section, potential impacts to cultural resources would be reduced to a level below significance with incorporation of mitigation measures. In addition, as discussed in the Tribal Cultural Resources section, the Downtown West PUD would not result in impacts to TCRs. The proposed Downtown West PUD would not eliminate important examples of the major periods of California history or prehistory. Overall, impacts would be less than significant with incorporation of MM-CUL-1, MM-CUL-2, and MM-CUL-3 and MM-TCR-1 and MM-TCR-2.

b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)

Less-than-Significant Impact with Mitigation Incorporated. As indicated in the analysis presented throughout this MND, the proposed Downtown West PUD would not result in significant and unavoidable impacts in any issue area. MM-CUL-1, MM-CUL-2, MM-CUL-3, MM-CUL-4, MM-CUL-5, MM-CUL-6, MM-TCR-1, MM-TCR-2, MM-NOI-1, and MM-NOI-2 would reduce impacts to below a level of significance.

The proposed Downtown West PUD does not propose development, rather it would facilitate future development and improvements in the PUD project area through design guidelines and standards. Cumulative projects would be analyzed at the time that development facilitated by the Downtown West PUD are proposed.

c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

Less-than-Significant Impact with Mitigation Incorporated. The potential for adverse direct or indirect impacts to human beings was considered throughout this MND. Based on this evaluation, there is no substantial evidence that construction or operations facilitated by the Downtown West PUD with the proposed mitigation measures incorporated would result in a substantial adverse effect on human beings. Impacts would be less than significant with incorporation of mitigation measures.

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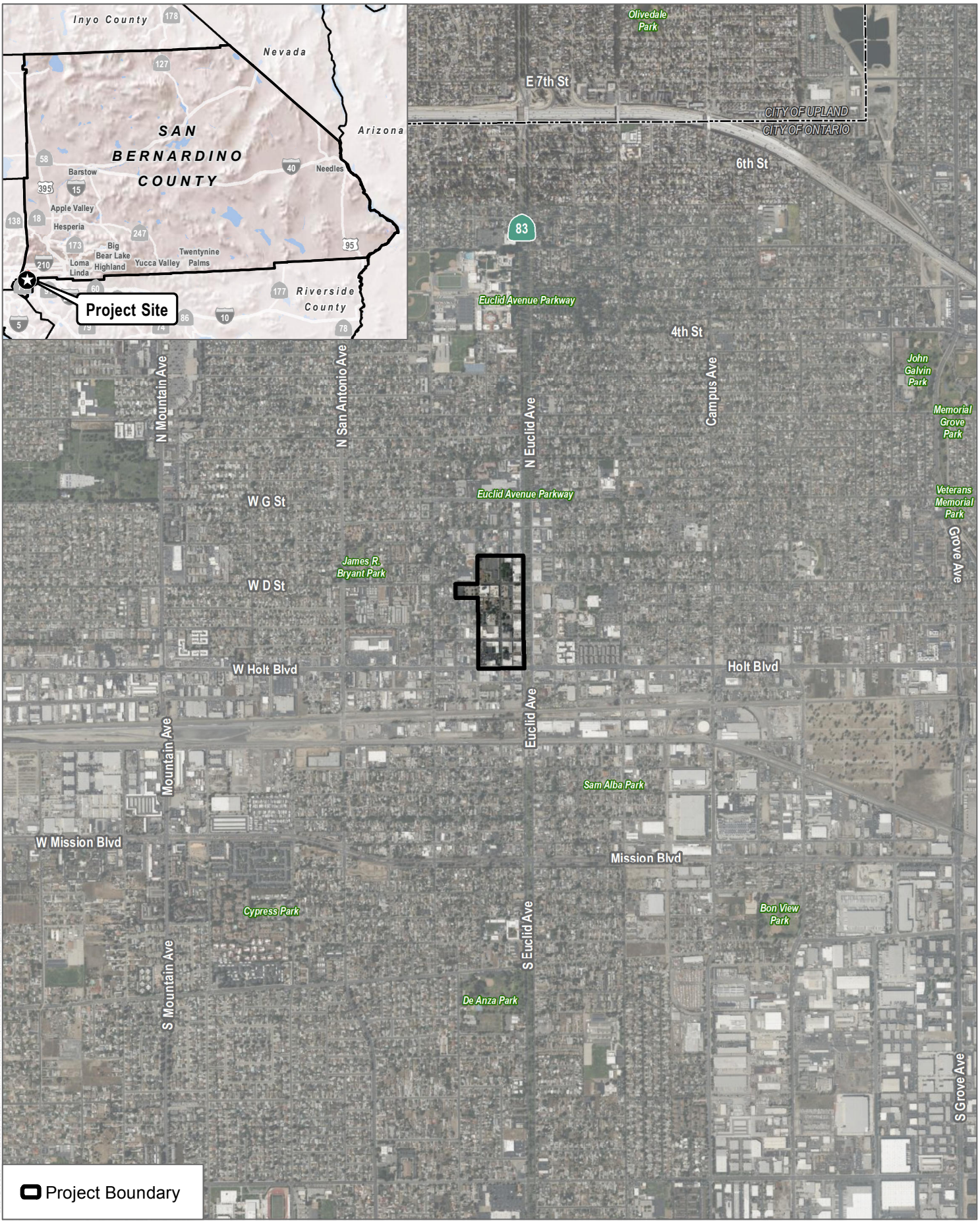


SOURCE: Bing Imagery 2023, Open Street Maps 2019

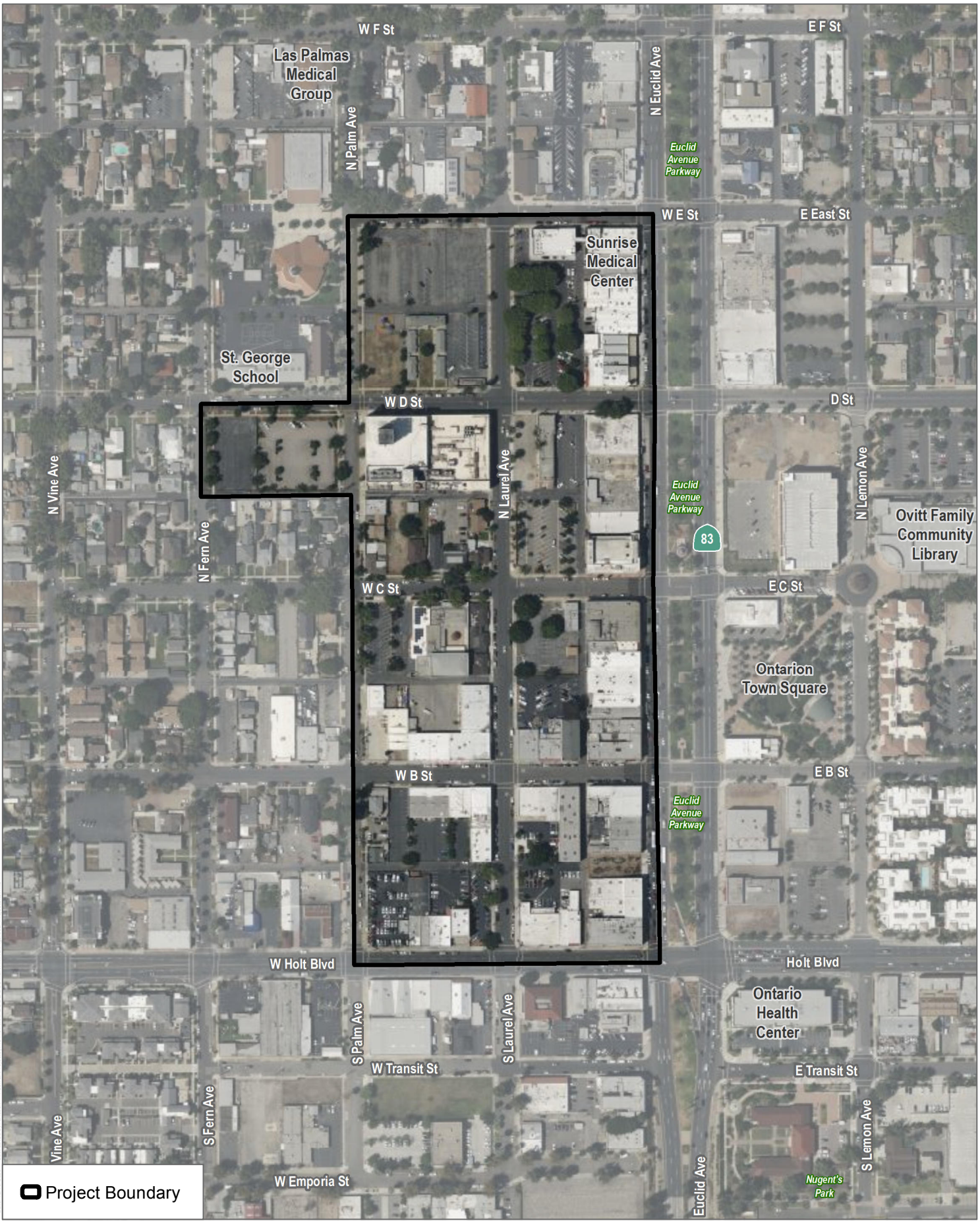
DUDEK

0 1,000 2,000 Feet

FIGURE 1

Regional Location

Downtown Wes



SOURCE: Bing Imagery 2023, Open Street Maps 2019

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FIGURE 2

PUD Project Area

Downtown Wes

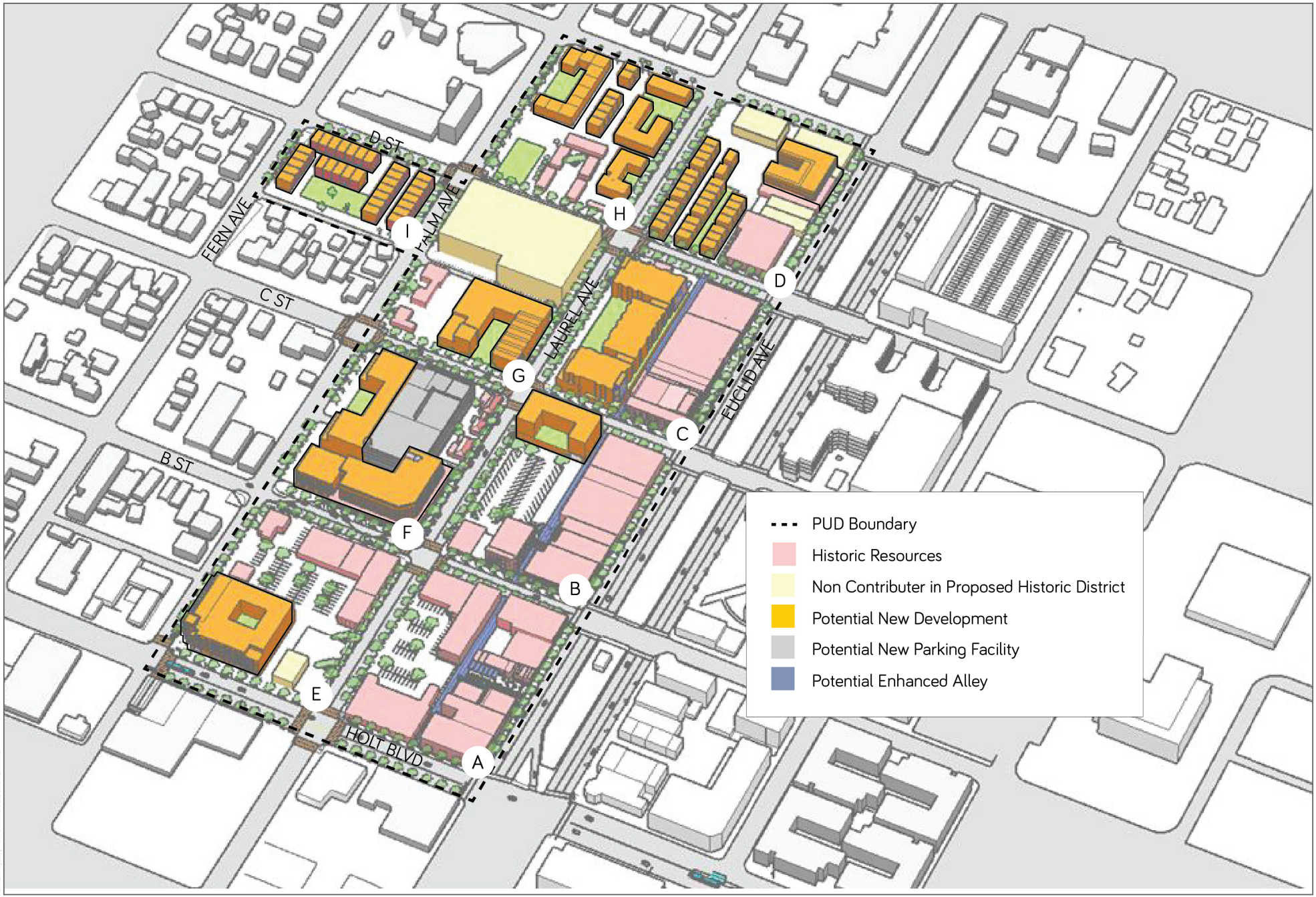

FIGURE 3
Site Plan
Downtown Wes

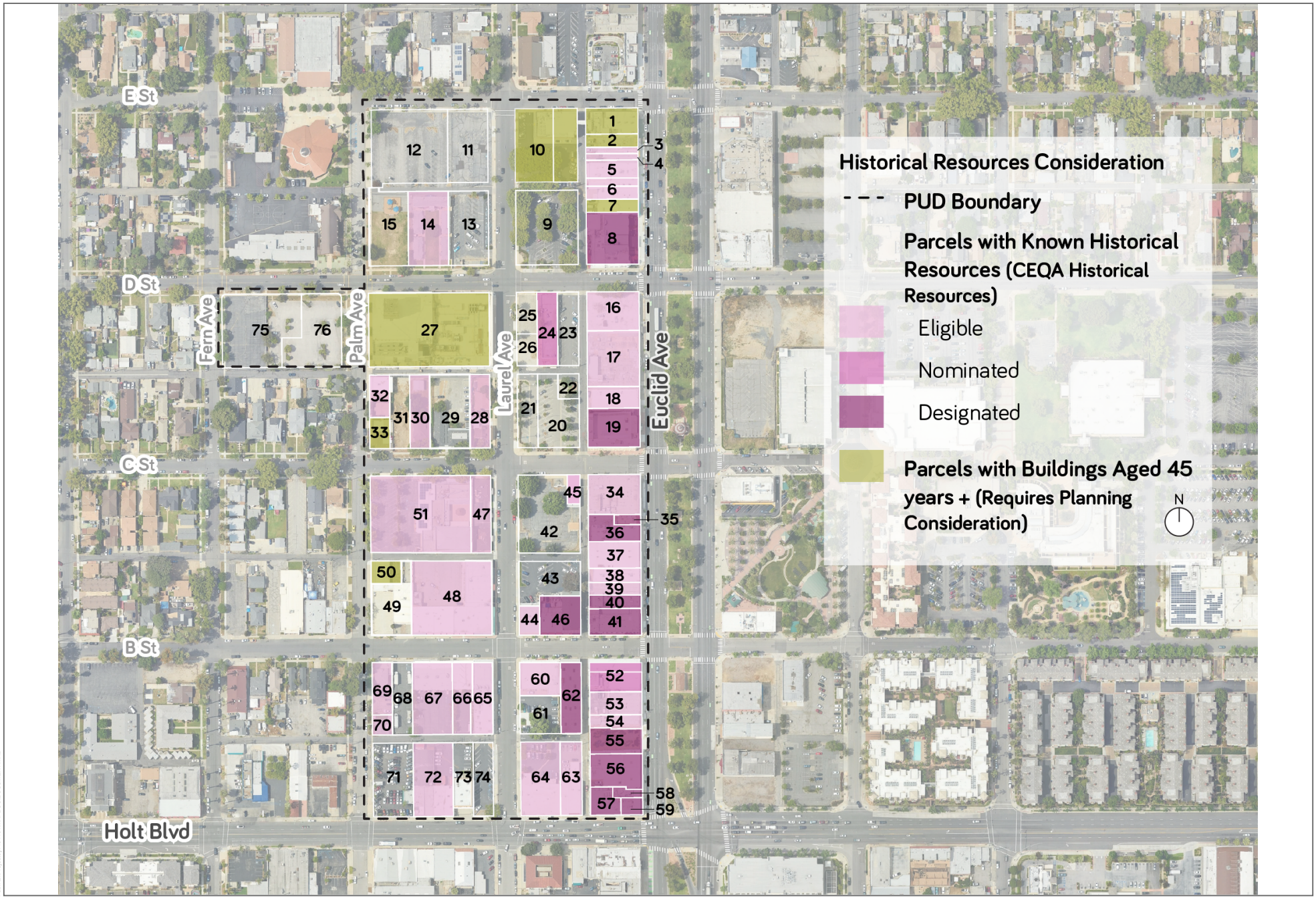

FIGURE 4

PUD Project Area Historic Resources

VERSION (DRAFT)

Downtown West Planned Unit Development

JULY 2024

Prepared for:

CITY OF ONTARIO

Prepared by:

DUDEK

studioneleven

2907

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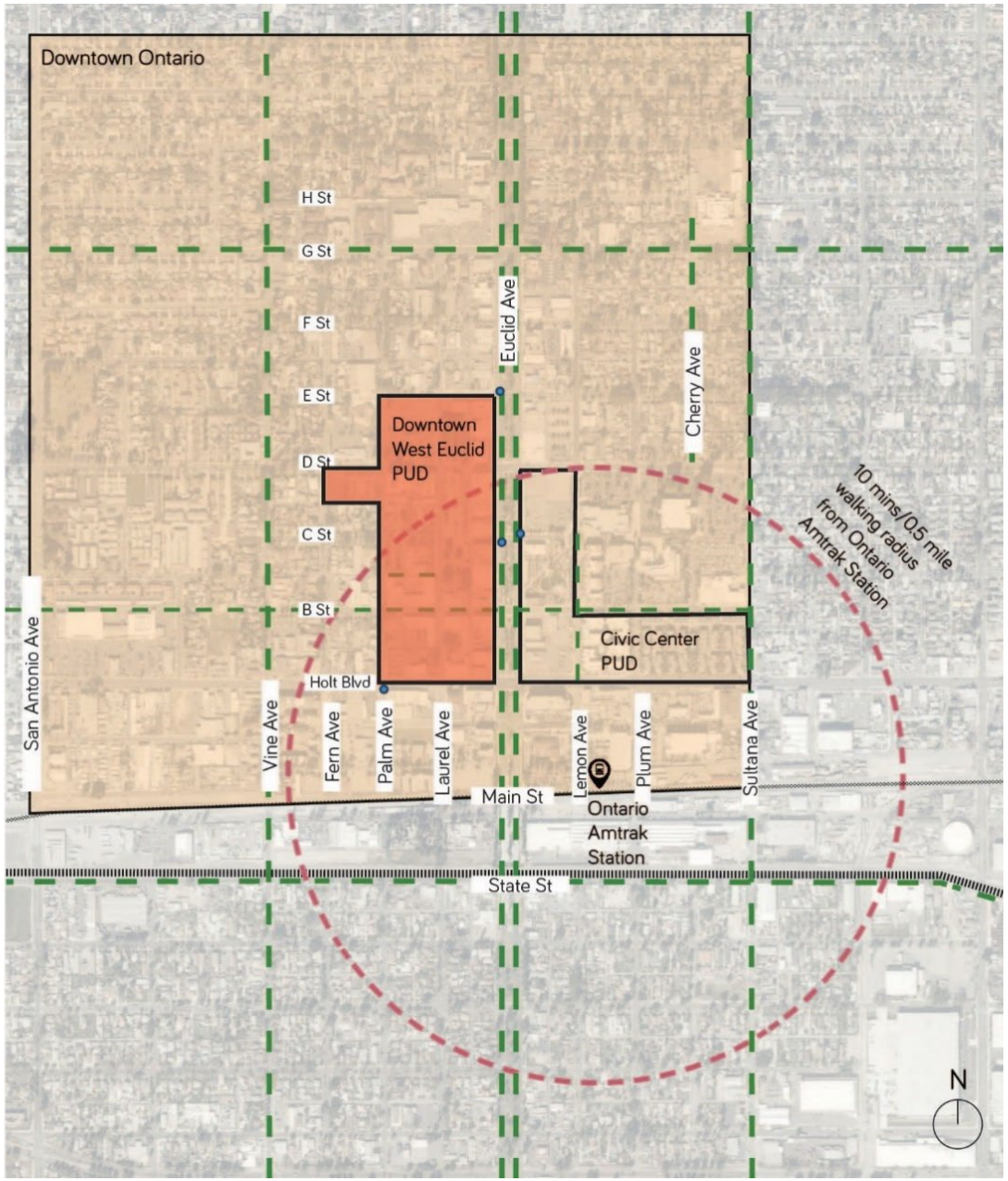
1 Introduction

The Downtown West Planned Unit Development (PUD) is intended to function as a set of planning and design principles, development regulations, and performance standards to guide and govern the development of the blocks between E Street to the north and Holt Boulevard to the south, and between Palm Avenue to the west and Euclid Avenue to the east, in addition to the portion of the block between D Street and the alley connecting Fern Avenue and Palm Avenue (PUD area). The PUD area is situated within the City of Ontario's historic downtown and is adjacent to the City's Civic Center, as shown in **Map 1 (PUD Area Vicinity Map) and Map 2 (PUD Area Location Map).** This PUD will facilitate the revitalization of downtown Ontario, streamline development, emphasize historic preservation and adaptive reuse, and provide development flexibility to achieve the City's goals to economically revitalize and aesthetically enhance the project area.

This document is organized to fulfill the requirements for a PUD, as set forth in the Ontario Development Code. As such, this PUD will replace the existing zone district designations and zoning standards that apply to the affected properties. Unless otherwise defined herein, definitions and interpretations contained in the Development Code shall apply.

City staff and private developers will rely upon this PUD to determine whether precise plans for development (Development Plans) will adequately meet the City's land use and design objectives for this key part of Ontario's original downtown. The objectives have been defined through The Ontario Plan (TOP) (2020), summarized in the following sub-section.

Map 1: PUD Area Vicinity Map



Map 2: PUD Area Location Map



1.1 The Ontario Plan (TOP) 2050 Objectives

The Downtown West PUD builds upon the vision and development and design principles for Downtown Ontario as outlined in The Ontario Plan (TOP). The Ontario Plan (TOP) Community Design Element establishes “Districts” that have been categorized as “Place Types,” which are geographically large, culturally unique, and regionally significant areas of the city that fulfill different but complementary roles in creating a complete community. As regional destinations, districts serve as the “face of the city.” Each district has a distinct identity that reflects its role within the city context and establishes a defined sense of place through the creation of an amenity-rich, transit-accessible, mixed-use environments where people can live, work, shop, dine, and have many of their daily needs met within a comfortable and convenient walk or bike ride from their residence, transit stop, or parked vehicle.

The PUD area is located within the “Downtown District,” which is envisioned as the placed-based, people-focused, commercial, and cultural "heart" of the city and features several designated historic districts and landmarks. Downtown will support a variety of businesses, housing opportunities for residents with a variety of income levels, creative spaces, entertainment options, and institutional and civic uses, while preserving its historic character, buildings, neighborhoods, and places. Complementing the wide mix of uses are designs, layouts and public spaces that give residents, visitors, and businesses a strong sense of connection and creates a place where people want to spend time.

The TOP land use designation for the PUD area is Mixed-Use - Downtown (MU-Downtown) as shown in Map 3 (TOP 2050 Land Use Mixed Use – Downtown District Place Type) and summarized in **Table 2-1 (TOP 2050 Land Use Designations Summary –Mixed-Use – Downtown)**. MU-Downtown is envisioned as an intensive vertical and horizontal district with a mixture of retail, office, and residential uses in a pedestrian friendly atmosphere, with the most intensive uses envisioned along Euclid and Holt Avenues. In addition, in MU-Downtown, there is an intention to enhance historic character. Maximum intensity is 2.0 Floor Area Ratio and allowed density is 25.0 to 75 dwelling units per acre.

Map 3: TOP 2050 Land Use Mixed Use – Downtown District Place Type

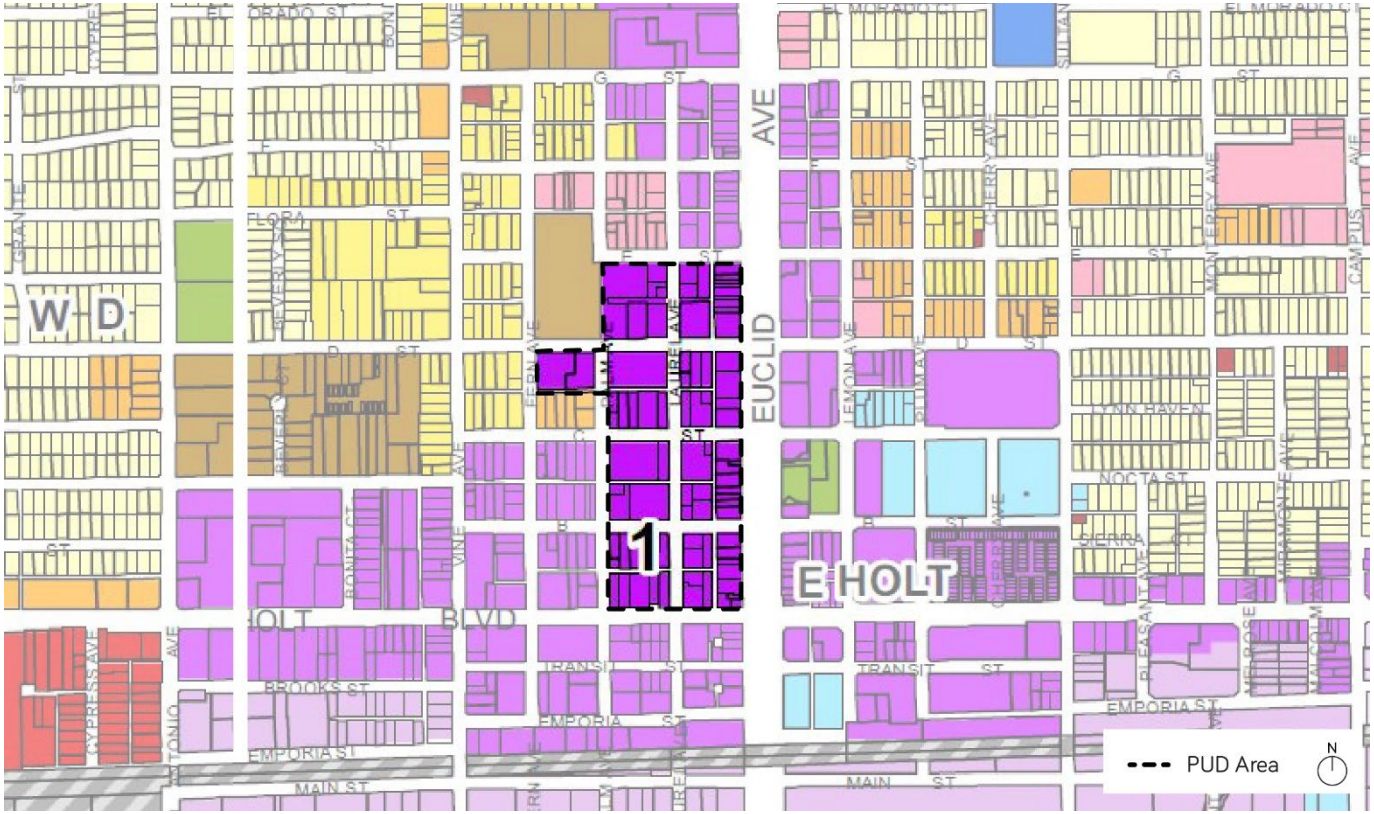


Table 2-1: TOP 2050 Land Use Designations Summary – High-Density Residential and Mixed-Use - Downtown

Land Use Designation	Residential Density & Non-Residential Intensity	Intention
Mixed-Use - Downtown (MU - Downtown)	25.0 to 75.0 dwelling units per acre 2.0 FAR for retail and office uses	Envisioned as an intensive vertical and horizontal mixture of retail, office, and residential uses in a pedestrian friendly atmosphere. The historic character is enhanced. The most intensive uses are envisioned along Euclid and Holt Avenues.

The TOP Plan Policy Plan (General Plan) establishes a long-term vision for Ontario: “a sustained, community-wide prosperity which continuously adds value and yields benefits.” In addition to this overarching vision, the following four components establish by City Council serve as the basic building blocks that set the foundation for a unified and prosperous community:

- A **Dynamic Stability** that enables our community to confront the continued dynamic growth of the region and technological change with confidence and a sense of opportunity.
- A **Prosperous Economy** that sustains the perception and reality of prosperity across our entire community that positively impacts all the people of Ontario and is broadly – though not uniformly – shared.
- **Distinctive Development** that integrates our varied and diverse focal points, districts, centers, corridors, and neighborhoods to provide a feeling of coherence without sacrificing uniqueness.
- **Recognized Leadership** in local governance that stimulates excellence and serves to unify the people of Ontario in support of best practices in conducting public endeavors.

The Downtown West PUD is consistent with the principles, goals and policies contained within the Vision, Governance, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan ("TOP"). More specifically, the goals and policies of TOP that are furthered by this PUD are as follows:

City Council Goals
▪ Invest in the Growth and Evolution of the City's Economy ▪ Operate in a Businesslike Manner ▪ Focus Resources in Ontario's Commercial and Residential Neighborhoods
Governance
▪ Decision Making: - Goal G1: Sustained decision-making that consistently moves Ontario towards its Vision by using The Ontario Plan as a framework for assessing choices. - G 1-2. Long-term Benefit. We require decisions to demonstrate and document how they add value to the community and support the Ontario Vision.
Vision: Distinctive Development - Commercial and Residential Development
▪ Development quality that is broadly recognized as distinctive and not exclusively tied to the general suburban character typical of much of Southern California. ▪ A system of vibrant retail, town, and neighborhood centers responsive to market demands and woven into the fabric of the community. ▪ A demonstrated ability to attract housing in pursuit of our acknowledged responsibility to balance housing with the job growth that drives our quality of life. ▪ One of the most comprehensive and diverse housing stocks in the region that offers broad choices for its diverse workforce and their families, ranging from entry level housing to executive level development; from semi-rural to highly urban.

- Distinctive and well-maintained neighborhoods that offer exceptional variety in lifestyles, with convenient access to schools, recreation and cultural facilities, places of worship, places of employment and shopping.

Vision: Distinctive Development - Development Quality

- Unique and authentic districts, centers, and corridors of varied scales that establish Ontario as one of the most vital and diverse locales in Southern California.
- Superior quality and design of the built environment and open spaces through careful attention to detail at every scale, including public and private spaces and structures.

Vision: Distinctive Development - Leisure and Cultural Activities

- Strong historic districts and cultural resources matching interests of a population with diverse cultural backgrounds, as well as offering a range of arts and entertainment venues of international significance.

Policy Plan (General Plan)

Land Use Element

- Goal LU-1 Balance: A community that has a spectrum of housing types and price ranges that match the jobs in the City and that make it possible for people to live and work in Ontario and maintain a quality of life.
  - LU-1.1 Strategic Growth. We concentrate growth in strategic locations that help create place and identity, maximize available and planned infrastructure, foster the development of transit, and support the expansion of the active and multimodal transportation networks throughout the City.
  - LU-1.6 Complete Community. We incorporate a variety of land uses and building types in our land use planning efforts that result in a complete community where residents at all stages of life, employers, workers, and visitors have a wide spectrum of choices of where they can live, work, shop and recreate within Ontario.
- Goal LU-2 Compatibility: Compatibility between a wide range of uses and a resultant urban patterns and forms.
  - LU-2.6 Infrastructure Compatibility. We require infrastructure to be aesthetically pleasing and in context with the community character.
- Goal LU-3: Flexibility: Staff, regulations, and processes that support and allow flexible response to conditions and circumstances in order to achieve the Vision.
  - LU-3.1: Development Standards. We maintain clear development standards which allow flexibility to achieve our Vision and provide objective standards that ensure predictability and deliver the intended physical outcomes.
  - LU-3.2: Design Incentives. We offer design incentives to help projects achieve the Vision.
  - LU-3.3: Land Use Flexibility. We consider uses not typically permitted within a land use category if doing so improves livability, reduces vehicular trips, creates community gathering places and activity nodes, and helps create identity.
- Goal LU-4 Phased Growth: Development that provides short-term value only when the opportunity to achieve our Vision can be preserved.
  - LU-4.4: Shared Infrastructure. We encourage and facilitate the use of shared infrastructure (including shared or managed parking) in urban, mixed use, and transit-oriented Place Types.

Housing Element

- Goal H-2 Housing Supply & Diversity: Diversity of types of quality housing that are affordable to a range of household income levels, accommodate changing demographics, and support and reinforce the economic sustainability of Ontario.
  - H-2.1: Corridor Housing. We revitalize transportation corridors by encouraging the production of higher density residential and mixed-uses that are architecturally, functionally, and aesthetically suited to corridors.
  - H-2.2: Historic Downtown. We foster a vibrant historic downtown through facilitating a wide range of housing types and affordability levels for households of all ages, housing preferences, and income levels.
  - H-2.5: Housing Design. We require architectural excellence through adherence to City design guidelines, thoughtful site planning, environmentally sustainable practices, and other best practices.
  - H-2.6: Infill Development. We support the revitalization of neighborhoods through the construction of higher-density residential developments on underutilized residential and commercial sites.
- Goal H-3 Government Regulations: A City regulatory environment that balances the need for creativity and excellence in residential design, flexibility and predictability in the project approval process, and the provision of an adequate supply and prices of housing.
  - H-3.1: Incentives. We maintain incentive programs that can be offered to projects that provide benefits to the community such as exceptional design quality, economic advantages, environmental sustainability, or other benefits that would otherwise be unrealized.
  - H-3.2: Flexible Standards. We allow flexibility in the application of residential and mixed-use development standards in order to gain benefits such as exceptional design quality, economic advantages, sustainability, or other benefits that would otherwise be unrealized.
  - H-3.3: Development Review. We maintain a residential development review process that provides certainty and transparency for project stakeholders and the public yet allows for the appropriate review to facilitate quality housing development.
  - H-3.4: Financial Incentives. We consider financial incentives to facilitate and encourage the production, rehabilitation or improvement of housing, or provision of services where such activity furthers housing and community-wide goals.
- Goal H-5 Special Needs: A full range of housing types and community services that meet the special housing needs for all individuals and families in Ontario, regardless of income level, age, or other status.
  - H-5.1: Senior Housing. We support the development of accessible and affordable senior housing and provide financial assistance for seniors to maintain and improve their homes.
  - H-5.2: Family Housing. We support the development of larger rental apartments that are appropriate for families with children, including, as feasible, the provision of services, recreation, and other amenities.

Parks and Recreation Element

- Goal PR-1 Planning & Design: A system of safe and accessible parks that meets the needs of the community.
  - PR-1.1: Access to Parks. In all new residential development areas, we strive to provide a park and/or recreational facility within walking distance (¼ mile) of every residence and prioritize the establishment of parks in environmental justice areas that do not have adequate access to parks.

    PR-1.14: Multi-family Residential Developments. We require that new multi-family residential developments of five or more units provide recreational facilities or open space, in addition to paying adopted impact fees.

Community Economics Element

- Goal CE-1 Complete Community: A complete community that provides for all incomes and stages of life.
  - CE-1.6: Diversity of Housing. We collaborate with residents, housing providers, and the development community to provide housing opportunities for every stage of life; we plan for a variety of housing types and price points to encourage the development of housing supportive of our efforts to attract business in growing sectors of the community while being respectful of existing viable uses.
  - CE-1.7: Retail Goods and Services. We seek to ensure a mix of retail businesses that provide the full continuum of goods and services for the community.
- Goal CE-2 Placemaking: A City of distinctive neighborhoods, districts, corridors, and centers where people choose to be.
  - CE-2.1: Development Projects. We require new development and redevelopment to create unique, high-quality places that add value to the community.
  - CE-2.2: Development Review. We require those proposing new development and redevelopment to demonstrate how their projects will create appropriately unique, functional, and sustainable places that will compete well with their competition within the region.
  - CE-2.4 Protection of Investment. We require that new development and redevelopment project existing investment by providing architecture and urban design of equal or greater quality.

Safety Element

- Goal S-1 Seismic & Geologic Hazards: Minimized risk of injury, loss of life, property damage, and economic and social disruption caused by earthquake-induced and other geologic hazards.
  - S-1.1 Implementation of Regulations and Standards. We require that all new habitable structures be designed in accordance with the most recent California Building Code adopted by the City, including provisions regarding lateral forces and grading.

Community Design Element

- Goal CD-1 Complete Community: A dynamic, progressive city containing distinct and complete places that foster a positive sense of identity and belonging among residents, visitors, and businesses.
  - CD-1.2: Place Types. We establish Place Types in urban, mixed use, and transit-oriented areas to foster the City's identity as a premier community and require new development within each Place Type to incorporate prescribed urban patterns, forms, and placemaking priorities.
  - CD-1.3: Existing Neighborhoods. We require the existing character of viable residential and non-residential neighborhoods be preserved, protected, and enhanced.
  - CD-1.4: Transportation Corridors. We will enhance our major transportation corridors within the City through landscape, hardscape, signage and lighting. The extent of enhancement should be appropriate to the use, type, and context of each corridor.
- Goal CD-2 Design Quality: Goal: A high level of design quality resulting in neighborhoods, commercial areas, public spaces, parks, and streetscapes that are attractive, safe, functional, human- scale, and distinct.
  - CD-2.1: Quality Building Design and Architecture. We encourage all development projects to convey visual interest and character through:
    - Building volume, massing, and height to provide context-appropriate scale and proportion;

- A true architectural style which is carried out in plan, section, and elevation through all aspects of the building and site design and appropriate for its setting; and
- Exterior building materials that are articulated, high quality, durable, and appropriate for the architectural style.

- CD-2.4: Urban, Mixed Use, and Transit-oriented Areas. We establish Place Types to require mixed use, urban, and transit-oriented areas to be designed and developed as pedestrian oriented areas that are integrated with adjacent neighborhoods and promote a vibrant, comfortable, and functional environment, as defined for each Place Type.
- CD-2.5: Streetscapes. We design new and, when necessary, retrofit existing streets to improve walkability, bicycling and transit integration, strengthen connectivity, and enhance community identity through improvements to the public right-of-way such as sidewalks, street trees, parkways, curbs, street lighting and street furniture.
- CD-2.7: Sustainability. We collaborate with the development community to design and build neighborhoods, streetscapes, sites, outdoor spaces, landscaping, and buildings to reduce energy demand through solar orientation, maximum use of natural daylight, passive solar and natural ventilation, building form, mechanical and structural systems, building materials, and construction techniques.
- CD-2.8: Safe Design. We incorporate defensible space design into new and existing developments to ensure the maximum safe travel and visibility on pathways, corridors, and open space and at building entrances and parking areas by avoiding physically and visually isolated spaces, maintaining visibility and accessibility, and using lighting.
- CD-2.9: Landscape Design. We encourage durable, sustainable, and drought-tolerant landscaping materials and designs that enhance the aesthetics of structures, create and define public and private spaces, and provide shade and environmental benefits.
- CD-2.10: Parking Areas. We require all development, including single-family residential, to minimize the visual impact of surface, structured, and garage parking areas visible from the public realm in an aesthetically pleasing, safe and environmentally sensitive manner. Examples include:
  - Surface parking: Shade trees, pervious surfaces, urban run-off capture and infiltration, and pedestrian paths to guide users through the parking field.
  - Structured parking: facade articulation, screening, appropriate lighting, and landscaping.
  - Garage parking: providing access to single-family residential garages through alley access, recessing garages from the frontage to emphasize front doors or active living spaces.
- CD-2.11: Entry Statements. We encourage the inclusion of amenities, signage, and landscaping at the entry to neighborhoods, commercial centers, mixed use areas, industrial developments, and public places that reinforce them as uniquely identifiable places.
- CD-2.12: Site and Building Signage. We encourage the use of sign programs that utilize complementary materials, colors, and themes. Project signage should be designed to effectively communicate and direct users to various aspects of the development and complement the character of the structures.

- Goal CD-3 Urban, Mixed Use, and Transit-Oriented Place Types: Vibrant urban environments that are organized around intense buildings, pedestrian and transit areas, public plazas, and linkages between and within developments that are conveniently located, visually appealing and safe during all hours.
  - CD-3.1: Unique Identity. We promote development that heightens the unique character and identity of each Place Type by requiring compatible land uses and land planning, site design, and building design that promotes an active public realm.

- CD-3.2: Comfortable, Human-Scale Public Realm. We require that public spaces, including streets, parks, and plazas on both public and private property be designed to maximize safety, comfort and aesthetics and connect to the citywide pedestrian, vehicular, and bicycle networks.
- CD-3.3: Complete and Connected Network. We require that pedestrian, vehicular, and bicycle circulation on both public and private property be coordinated to provide connections internally and externally to adjacent neighborhoods and properties (existing and planned) through a system of local roads and trails that promote walking and biking to nearby destinations (including existing and planned parks, commercial areas, and transit stops) and are designed to maximize safety, comfort, and aesthetics.
- CD-3.4: Context-Aware and Appropriate Design. We require appropriate building and site design that complements existing development, respects the intent and identity of the Place Type, and provides appropriate transitions and connections between adjacent uses to ensure compatibility of scale, maintain an appropriate level of privacy for each use, and minimize potential conflicts.
- CD-3.5: Active Frontages. We create lively pedestrian streetscapes by requiring primary building, business, and residential entrances, outdoor dining, and storefronts be located on ground floors adjacent to sidewalks or public spaces and designed to maximize safety, comfort, aesthetics, and the intended functionality (as defined by the Place Type).
- CD-3.6: Managed Infrastructure. We collaborate with developers and property owners to facilitate development that realizes the envisioned character and functionality of the Place Type through the use of green and shared infrastructure within each Place Type.

▪ Goal CD-4 Historic Preservation: Historic buildings, streets, landscapes, and neighborhoods, as well as the story of Ontario's people, businesses, and social and community organizations, have been preserved and serve as a focal point for civic pride and identity.

- CD-4.5: Adaptive Reuse. We actively promote and support the adaptive reuse of historic sites and buildings to preserve and maintain their viability.

1.2 Background and Related Efforts

In addition to the TOP, there are several previous plans and efforts focused on Downtown Ontario that served as background for the development of this PUD, shaping the vision and guiding principles. These previous plans and efforts are summarized in the following section. In addition, the City of Ontario's ongoing focus on the Downtown area has resulted in several related efforts that seek to improve the historic character, urban design, mobility conditions, among others, all of which strengthens Downtown Ontario and complements this PUD. These efforts are summarized in Chapter 7 (Administration and Implementation) as part of the implementation of the PUD.

1.2.1 Downtown Ontario Design Guidelines

The Downtown Ontario Design Guidelines, adopted by City Council in 1998 as reference to the Development Code, establishes a set of architectural, graphic, and lighting design principles, to provide guidance to business owners, homeowners, City staff, and design professionals, for the development and/or rehabilitation of properties within the City's historic original downtown area. The PUD area is encompassed within the Downtown Design Guidelines project area and straddles the Historic Retail and the Residential Districts as defined in the guidelines. This PUD aims to reinforce the concept plan and associated guidelines included in the Downtown Design Guidelines and further strengthen Downtown Ontario's identity and character. The Downtown Ontario Design Guidelines should continue to be used as a guide for the PUD area to ensure that properties continue to enhance the City's historic original downtown area.



The Euclid Avenue median divides the west side of Euclid Avenue, shown on the left and part of this PUD area, and the east side of Euclid Avenue, shown on the right and part of the Downtown Civic Center Planned Unit Development area.

1.2.2 Downtown Civic Center Planned Unit Development

The Civic Center Planned Unit Development, adopted in 2006 and amended in 2011 and 2021, includes planning and design principles, development regulations, and performance standards to guide and govern the development of a 6-block area of the City of Ontario, which consists of a portion of the City's original downtown and its current civic center area. The PUD area lies directly west of the Civic Center Planned Unit Development project location, as shown in Map 1, creating opportunities to define complementary regulations, standards, and guidelines along Euclid Avenue to ensure a cohesive corridor experience.

1.2.3 West Euclid Activation

The West Euclid Activation effort, which concluded in Spring 2022, focused on defining activation goals for West Euclid Avenue and developing strategies for the activation of properties in the Downtown area, many of which are City-acquired, to help achieve the long-term goal of re-visioning the area as the cultural and entertainment heart of Ontario. Goals for the effort that influence this PUD include: (1) A vibrant and walkable district with rich historic and architectural

character, (2) a regional tourist destination, (3) the heartbeat of Ontario's thriving arts and culture scene, and (4) an 18-hour downtown with a variety of uses that support residents, visitors, and business owners. As part of the effort, existing and proposed projects were identified and focused projects for further study were determined. Several urban design studies were also included to re-envision specific sites within the downtown area, which are also located within the PUD area, including:

- **Gemmel's Pharmacy,** a historic building with an opportunity to be subdivided into multiple tenants to activate the Euclid Avenue and B Street ground floor frontage through active uses such as a café or entertainment club with upper floor residential units. The design study envisions façade improvements that enhance the existing historic character as well as a parklet along B Street to support adjacent restaurants, in addition to a suite of other placemaking strategies.
- **Granada Theater**, a 1926 historic theater, envisioned as an anchor of a revitalized Downtown with an opportunity to be restored and infused with new uses, such as retail shops, creative offices, and arts-related uses. The design study envisions active ground floor design treatments and façade improvements.
- **123 W D Street,** an Art Deco style building with an opportunity for adaptive reuse into a quasi-industrial use such as a brewery or other maker-space operation, or entertainment venue. The design study envisions reuse of existing surface parking lot as outdoor space with enhancements like shade, lighting, and art.

A new concept for B Street is also included, which envisions the street as an active, pedestrian-focused street with a variety of placemaking elements, in addition to a concept to transform existing alleys in into activated, pedestrian-focused alleyways. The vision and activation concepts from the West Euclid Activation document serve as background and context for the development of the PUD guiding principles and the land use and urban design concepts, discussed in Chapter 2-4.

1.2.4 Euclid Avenue Relinquishment and Historic Property Treatment and Management Plan

In 2020, the City approached the California Department of Transportation (Caltrans) and formally initiated the relinquishment of State Route 83 (Euclid Avenue) to the City. Caltrans conducted and approved Relinquishment Assessment Reports in 2023 to determine if relinquishment is appropriate from a state transportation perspective and found that Euclid Avenue does not serve regional or statewide transportation needs, thereby allowing the City the control in the operation of the transportation system to better represent community interests.

As part of the relinquishment of Euclid Avenue, Caltrans and the City prepared a Historic Property Treatment and Management Plan (HPTMP) which fulfills regulatory compliance for the relinquishment of the historic segment of Euclid Avenue. The public right-of-way from Philadelphia Street to the I-10 was designated as Local Landmark No. 67 by City Council on January 16, 2001. On August 10, 2005, the public right-of-way from Philadelphia Street in Ontario to 24th Street in Upland was listed on the National Register of Historic Places as a significant cultural landscape. Contributing character-defining features of the resource include the 60-foot wide median, historic rock curb, scored sidewalks, King standard light posts, double planting of California pepper trees (Schinus molle), silk oaks trees (Grevillea robusta), and other mature vegetation such as deodar trees (Cedrus deodara) and Canary Island palms (Phoenix canariensis). The HPTMP provides guidance to the City on appropriate maintenance practices and future improvements in a manner that is consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties. Implementation of the HPTMP will preserve, protect and enhance the historic character and quality of Euclid Avenue, streamline environmental review for future improvement projects, and safeguard Euclid Avenue's position on the National Register of Historic Places.

1.3 Community and Stakeholder Engagement

Community and stakeholder engagement for the Downtown West PUD included three rounds of community outreach and two rounds of targeted stakeholder conversations via roundtable sessions. The community outreach was conducted through in-person pop-up events as part of existing community events and online via virtual workshops. The roundtable sessions consisted of key stakeholders, including property and business owners, residents, representatives from the downtown Ontario Improvement Association, developers, and others.

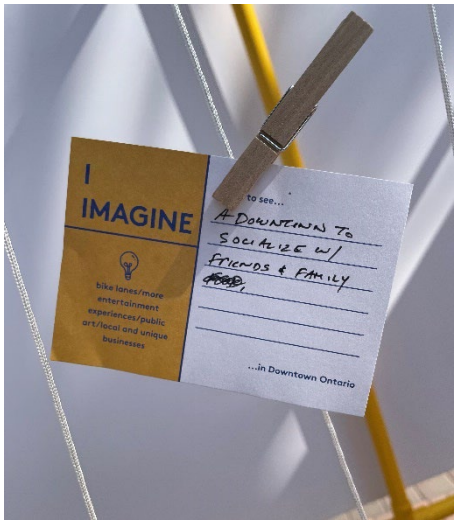
An overview of the three rounds of engagement is summarized in the following pages, along with a summary of the feedback shared by the community and stakeholders:

- **Round 1 Visioning and Goals** aimed to share the PUD vision and goals, as well as capture community ideas, aspirations, and priorities.
  - **Feedback from broader community:** The community displayed overall support for the vision and goals, highlighting the unique character of Ontario's historic downtown. In addition, they advocated for mobility options to promote accessibility and active transportation infrastructure for safer connections.
  - **Feedback from the stakeholder roundtable:** Discussions highlighted the Granada Theater as an important historical asset, emphasizing the need for consistent programming to activate it. Stakeholders stressed the importance of effective waste management systems and ample parking to support local businesses in downtown Ontario. Suggestions from stakeholders included the enhancement of community parking accessibility and reimagining alleys to facilitate social activities. Moreover, leveraging the West Valley Connector Bus Rapid Transit (BRT) Project, a 19-mile zero emission BRT that is estimated to open in 2026 connecting the Ontario International Airport (ONT) to two Metrolink lines (San Bernardino and Riverside), and multiple major activity centers, including Downtown Ontario via Holt Boulevard, would promote connectivity to mass transit and encourage the use of alternative transportation methods, reducing car-dependence in the area.









The community engaged with a pop-up art installation to provide their input on the vision and goals for the PUD. The pop-up was part of the larger State of the City event in March 2023.

- **Round 2 Land Use and Urban Design Concept** focused on capturing community feedback for preliminary land use and urban design concepts.
  - **Feedback from the stakeholder roundtable:** Stakeholders tasked the PUD with providing clarity on design standards for private development and recommendations for improvements for alley enhancements and public art. In addition, the PUD should provide recommendations for the location and management of the trash facility. Furthermore, to enhance connectivity, stakeholders suggested the exploration of an east-west connection on the block between B and C street along Euclid Avenue.
  - **Feedback from broader community:** The community was enthusiastic about a comprehensive and interconnected network, particularly with enhancements to the public realm, pedestrian safety, and landscaping. The concept of an open garden with pop-up food vendors was well liked due to its potential to establish family-friendly spaces. There was continued support for the adaptive reuse of historic buildings on B Street and Laurel Avenue to promote more active uses. Community members enjoyed the idea of transforming alleyways into a pedestrian-centric area that would potentially create shopping and dining destinations downtown. To accommodate for the influx of people, they recommended extending business hours and increasing the frequency of public transportation.

Common Themes across Engagement

- Maintain historic character.
- Adaptive reuse of historic structures with active uses, such as shopping and dining.
- Pedestrian infrastructure to make it safer and more comfortable to get around.
- Prioritize the success of local businesses through improved waste management and ample parking.
- Enhanced transportation infrastructure that supports mobility options and makes it easier to get around in the district by foot or bike.





The community responded to the Land Use and Urban Design Concept and conceptual illustrations for key sites within the downtown. The pop-up was part of summer concert series in the park in July 2023.

- **Round 3 Draft PUD Showcase** focused on sharing the draft contents of the PUD with the community and answering questions. The Showcase was designed as an open house with topical stations, including:
    1. **About the Project,** which covered the PUD area, about PUDs, project timeline, and relationship to the TOP.
    2. **Vision and Guiding Principles,** which highlighted the overall vision and the six guiding principles for the project, as well as the land use, urban design, and public realm concept for the PUD area. The concept also included corridor-specific concepts for Euclid Avenue, Laurel Avenue, Holt Boulevard, B Street, and the Alley.
    3. **Historic Overview,** which covered the historic-focused components of the PUD, including key standards, relationship to the Downtown Ontario Design Guidelines, and the PUD-specific Historic Architectural Guidelines.
    4. **Height and Setbacks,** which highlighted allowed heights and setback standards in the PUD area.
    5. **Land Use and Ground Floor Environment,** which included a map of zoning districts with intent statements, a summary of ground floor use standards for B Street, Holt Boulevard, and Euclid Avenue, and ground floor design standards.
    6. **Next Steps,** which highlighted key projects that address mobility, historic preservation, culture, wayfinding, and future development that are separate from the PUD and will be implemented over the next few years.





2 Vision and Guiding Principles

The Downtown West PUD vision describes the future of the PUD area to provide direction for how the area will grow and evolve over time. The vision is consistent with the TOP and builds off the West Euclid Activation effort, discussed in Section 1.2. The vision is supported by guiding principles that aim to provide additional detail on how to achieve the vision.

Downtown West PUD Vision

As the historic center of Ontario, Downtown West, is envisioned as the placed-based, people-focused, commercial, and cultural "heart" of the city and features several designated historic buildings and landmarks.

Downtown West will support a variety of businesses, housing opportunities for residents with a variety of income levels, creative spaces, entertainment options, and institutional uses while preserving its historic character, buildings, neighborhoods, and places.

Complementing the wide mix of uses are designs, layouts and public spaces that give residents, visitors, and businesses a strong sense of connection and creates a place where people want to spend time.

GUIDING PRINCIPLES To support the vision, the following guiding principles apply:



UNIQUE IDENTITY

Downtown Ontario is the economic, cultural, and civic hub of Ontario, organized by a simple, walkable network of tree-lined streets, laid out as a new "Model Colony" in the 1880s. Downtown West's history, historic buildings, and distinct urban form define downtown's unique identity. This is especially true on the west side of Euclid Avenue where a continuous streetwall of quality buildings, many of which are historic resources, create an irreplaceable sense of place and history. Downtown's historic character and architectural styles should be celebrated and enhanced through appropriate infill development and adaptive re-use of historic and non-historic structures to reinforce the area's identity.



HUMAN SCALE PUBLIC REALM

Downtown West's public realm is a traditional network of sidewalks and public open spaces that are lined with a rich variety of buildings. The district's streets, sidewalks, and alleys should be enhanced as "outdoor rooms of community," providing an attractive, comfortable, safe, and lively environment to walk, explore, shop, dine, meet friends and neighbors, and participate in community events. Each new public and private public realm improvement should reinforce a "pedestrians first" intent, and complement existing character, with a focus on strengthening the public realm character along Euclid Avenue through an enhanced sidewalk environment with elements that match the east side of the street.



COMPLETE & CONNECTED NETWORK

Downtown West's robust grid pattern network connects the retail core seamlessly to surrounding neighborhoods, Holt Boulevard, and the future Bus Rapid Transit (BRT) station for the West Valley Connector. The layout of the street system provides for a variety of choices across travel routes and modes for each trip. Downtown West's simple, open network of pedestrian-friendly streets and blocks is the ideal built environment and framework for any urban, mixed use, or transit-oriented area, and the existing block structure should be maintained and enhanced through mid-block paseos and improved alleys.

APPROPRIATE CONTEXTUAL BUILDING DESIGN & PRESERVATION

Within Downtown West, historic buildings from various time periods comfortably mix with newer buildings. Along Euclid Avenue, buildings are unified by active ground floors with transparent storefronts and accessible pedestrian entries from the sidewalk aligned with a historic "main street" character. Across the district, new buildings are well-designed, with appropriate height based on location, with façade enhancements that also provide opportunities for public art. Future infill development and renovations should respect and reflect established facade patterns to preserve Downtown's historic character. The architecture of new buildings should not try and replicate historic styles, but be contemporary while harmonizing with the scale, rhythm, and character of their historic predecessors.



ACTIVE & CONTEXT-SENSITVE FRONTAGES

Within the heart of Downtown West, a variety of active uses built right up to the sidewalk "blur the line" between the outdoor public realm and the indoor private businesses. Restaurants, cafes, and shops enliven the sidewalk environment through activities and outdoor dining. On side streets and as one moves toward surrounding residential neighborhoods, frontages are designed with ground floor commercial uses and residences that quitter in nature and promote privacy from passersby. Buildings here are set back from the sidewalk, reducing visibility into the residence or office, while offering views outward to the street and other public spaces, improving public safety and pedestrian comfort.



MANAGED INFRASTRUCTURE

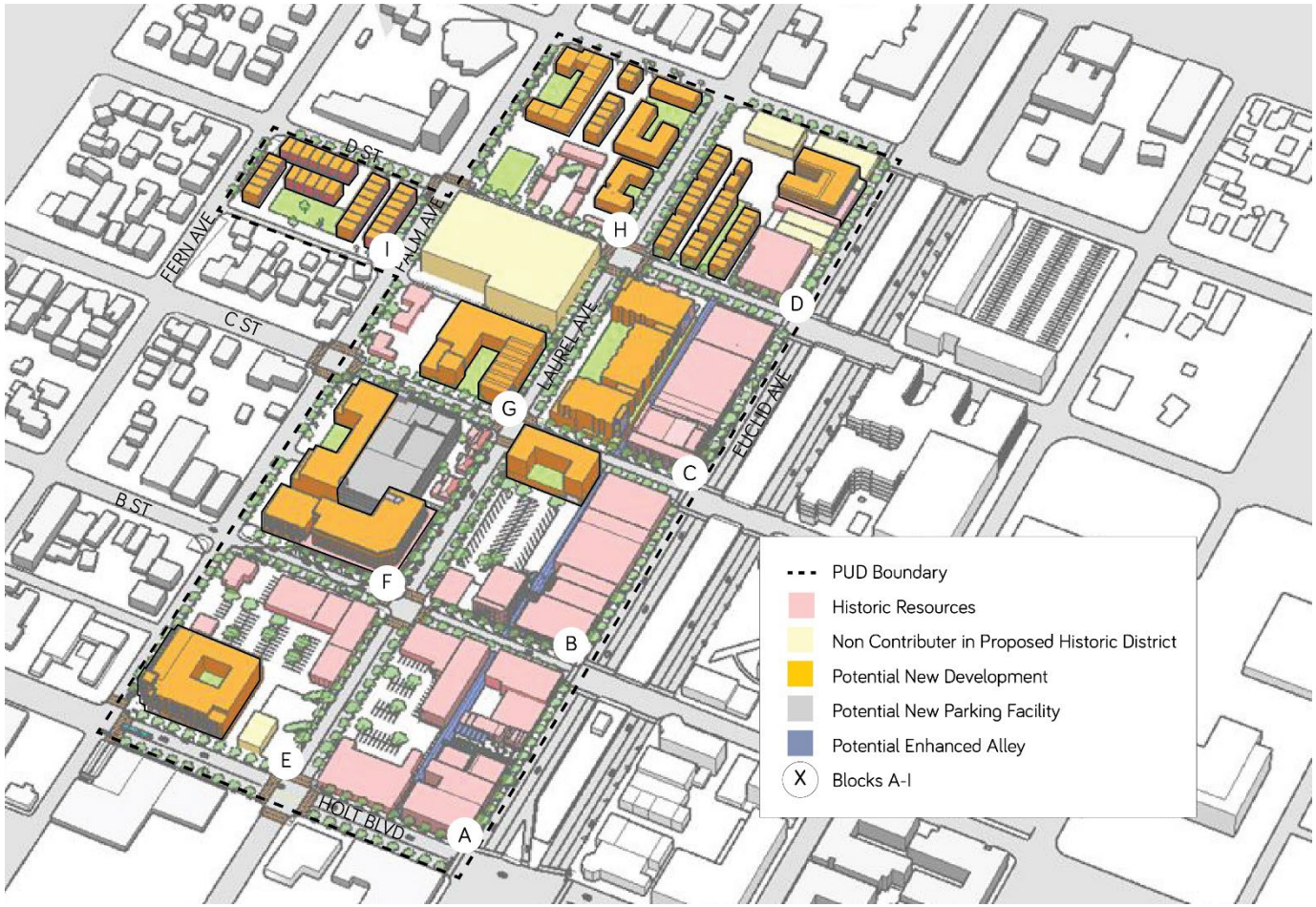
Successful downtowns require active and coordinated management of infrastructure, services, and activities, including parking, trash, public realm maintenance, special events, business recruitment, and on-going promotional activities. For Downtown Ontario, the active and coordinated management of the area's variety of infrastructure and services can help the district to remain competitive. Of note is a managed system of trash collection along the north-south alley between Euclid Avenue and Laurel Avenue within Downtown West that seeks to balance the desire for an enhanced, pedestrian alley with the opportunity to consolidate trash collection across tenants.



2.1 Land Use, Urban Design, and Public Realm Concept

The Downtown West PUD vision and guiding principles are visualized in **Figure 2-1** (Land Use, Urban Design, and Public Realm Concept) with a focus on demonstrating land use, urban design, public realm-related possibilities, and potential development opportunities within the PUD area. As a companion to the overall concept for the PUD area as shown in **Figure 2-1**, the following section highlights several illustrative concepts showcasing development opportunities for the PUD area focused on the following key corridors: (1) Euclid Avenue, (2) Holt Boulevard, (3) B Street, (4) the Alley, and (5) Laurel Avenue. These concepts aim to provide additional detail around future conditions and on-the-ground views of the PUD area to illustrate the implementation of land use, urban design, future development, and public realm-related outcomes of the project. It is important to note that participation by a variety of City of Ontario departments is needed to fully implement the land use, urban design, and public realm concepts for the PUD.

Figure 2-1: Land Use, Urban Design, and Public Realm Concept for the PUD Area



2.1.1 Euclid Avenue

As the historic and preeminent boulevard in the city, as well as the north-south major spine and eastern boundary of the PUD area, the future vision for Euclid Avenue is centered on protecting and strengthening this important corridor through promoting a diverse array of destinations where residents and visitors can comfortably walk, shop, explore, dine, and meet friends. Historic buildings fronting Euclid Avenue are protected with additional opportunities for new development through adaptive reuse to further infuse the street with a mix of retail shops, restaurants, and entertainment venues, as well as new housing opportunities, as shown in **Figure 2-2** (Conceptual Illustration for Euclid Avenue). The continuous street edge and urban form is preserved, ensuring that any new development complements and enhances historic resources to further celebrate the unique identity of downtown.

Existing Public Realm along Euclid Avenue



Historic Euclid Avenue

Euclid Avenue plays an important role in Ontario's historic downtown and the overall character of the PUD area. Euclid Avenue is a major scenic and historic resource of the city given its status as Local Landmark No. 67 with character defining features, such as the 60-foot-wide landscaped median, scored sidewalks, King standard light posts, and a California pepper tree and silk oak tree canopy. Additionally, the right-of-way and median from 24th Street in Upland to Philadelphia Street in Ontario are listed on the National Register of Historic Places as a significant cultural landscape historic district. Many buildings that line Euclid Avenue within the downtown are historic resources with a



Euclid Avenue is a major scenario and historic resource in the city.

Continuous commercial uses and active storefronts fronting Euclid Avenue generate a constant flow of pedestrian traffic and are complemented by a vibrant and welcoming public realm with generous sidewalks, street trees, and streetscape furniture that reflects the existing street character on the east side of Euclid Avenue.

Euclid Avenue seamlessly blends indoor and outdoor public spaces to create a series of "outdoor rooms" and green spaces for the community, allowing activities, events, temporal programming and kiosks, and outdoor dining to spill out onto sidewalks and into plazas, blurring the line between the public and private spaces. Landscaping along Euclid Avenue is designed to achieve harmony and unity between the indoor and outdoor spaces and softens hardscape areas, enhancing the pedestrian experience. Mid-block paseos provide connections between Euclid Avenue and the alley to promote greater pedestrian access and connectivity within downtown, as shown in **Figure 2-3** (Conceptual Illustration for Euclid Avenue).

The public right-of-way of Euclid Avenue has an opportunity to be enhanced with the relinquishment of the historic corridor from California Department of Transportation to City of Ontario's ownership, as discussed in Section 1.2, allowing the street to transform into a multi-modal corridor, with mid-block pedestrian connections, high-visibility crosswalks, on-street parking, and bicycle lanes.

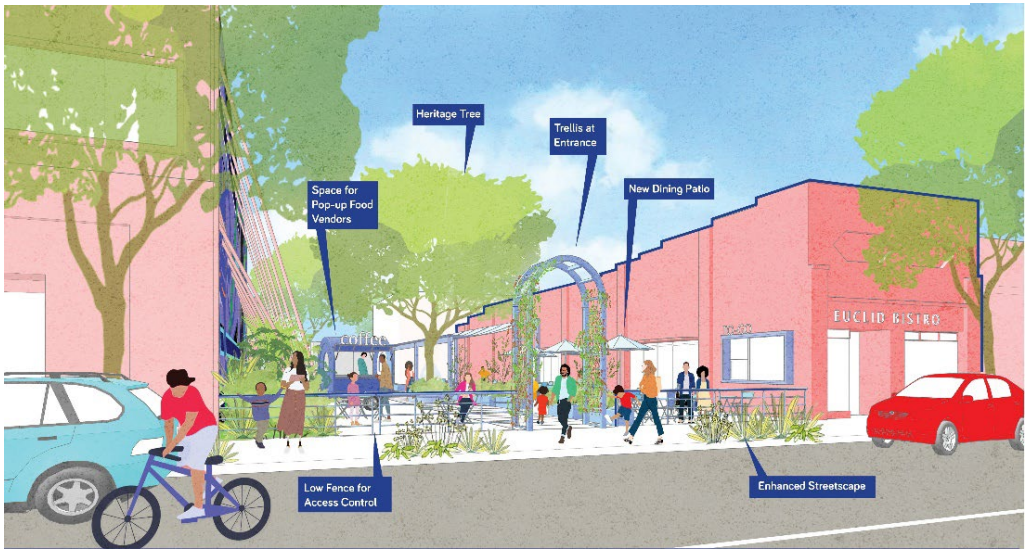


Local businesses with active storefronts along Euclid Avenue

Figure 2-2: Conceptual Illustration for Euclid Avenue



Figure 2-3: Conceptual Illustration for Euclid Avenue





Existing open space, referred to as the Cactus Garden, that fronts Euclid Avenue

Precedent Imagery for Euclid Avenue



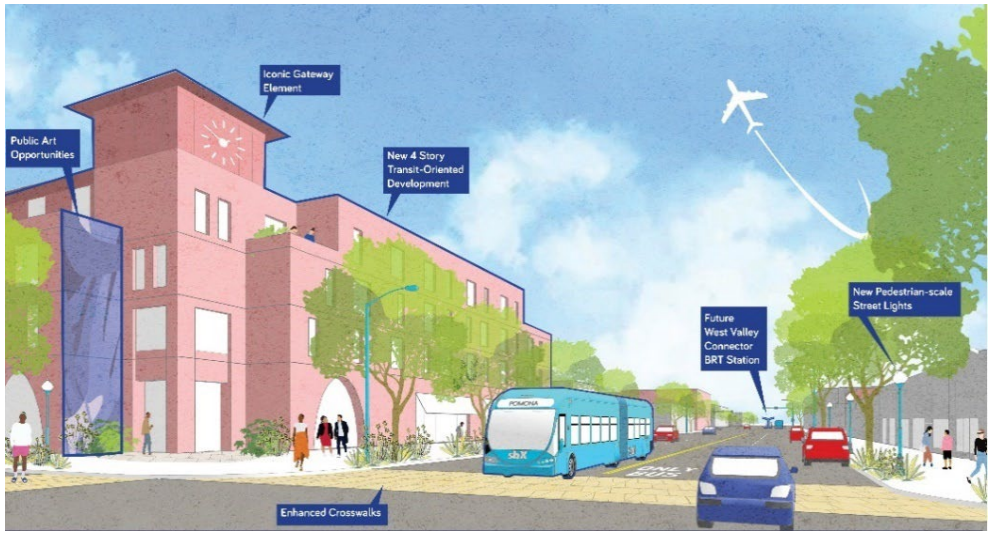


2.1.2 Holt Boulevard

The future vision for Holt Boulevard, which serves as a key east-west corridor for the downtown and the southern boundary of PUD area, is centered on further establishing it as the southern gateway to downtown. To further define a sense of arrival to the downtown from Holt Boulevard, transit-oriented development and taller buildings frame the street and contribute to a distinctive skyline, serving as a visual beacon. The facades of the buildings are canvases for public art and murals, highlighting the rich history and identity of Ontario, as shown in **Figure 2-4** (Conceptual Illustration for Holt Boulevard).

With the future Bus Rapid Transit (BRT) station for the West Valley Connector at the intersection of Holt Boulevard and Lemon Avenue, Holt Boulevard is transformed into a multi-modal corridor that provides connections between downtown Ontario and major activity centers within San Bernardino County. First-last mile improvements, such as enhanced crosswalks, are in place to promote safe and convenient access for pedestrians, cyclists, and public transit users. Holt Boulevard also has a comfortable public realm with streetscape elements, such as pedestrian-scaled lighting, landscaping, and a mature tree canopy.

Figure 2-4: Conceptual Illustration for Holt Boulevard



Precedent Imagery for Holt Boulevard



2.1.3 B Street

B Street serves as pedestrian-oriented, east-west corridor within the PUD area, with a future vision as a vibrant “main street” where local businesses thrive. Historic facades and enhanced storefronts offer a setting for a diverse range of community-serving uses and amenities and housing. The upper floors of buildings fronting B Street, whether existing or new, create versatile spaces that can accommodate commercial and residential uses, as shown in Figure 2-5 (Conceptual illustration for B Street).

B Street has a unique public realm with overhead lighting spanning the street to create a pedestrian-scaled environment, parklets to provide outdoor dining to support restaurants, landscaped bulb-outs, enhanced crosswalks, and signage to guide visitors to the alley and Euclid Avenue. B Street is also lined with mature street trees that frame the street and offer shade for pedestrians. Pedestrian and bicycle mobility and safety are enhanced on B Street as a bicycle boulevard with intersection improvements.

Existing Condition of B Street



Existing Public Realm on B Street



Precedent Imagery for B Street



Figure 2-5: Conceptual Illustration for B Street

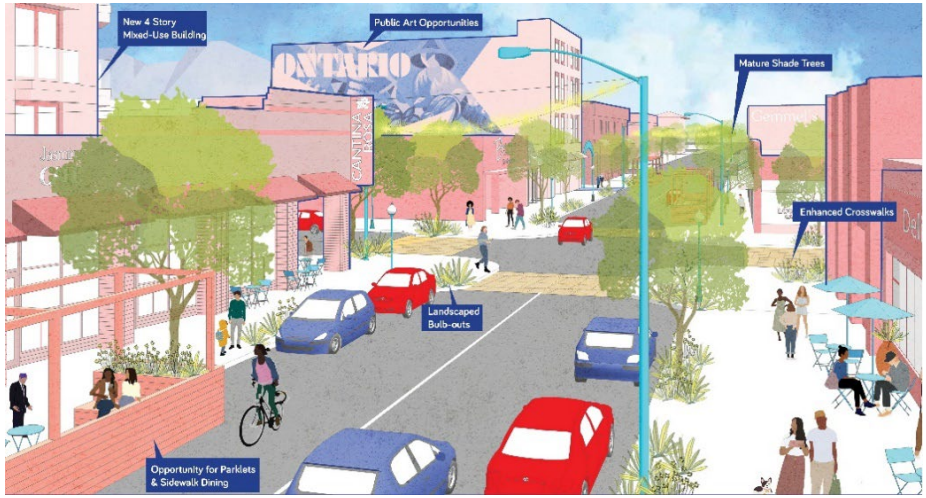


Figure 2-6: Conceptual Illustration for B Street

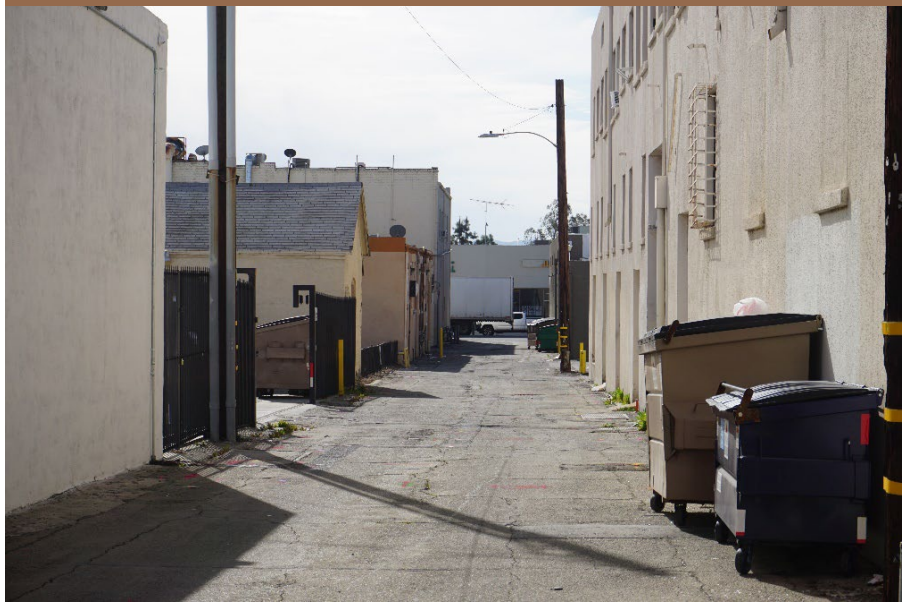


2.1.4 The Alley

The alley provides north-south access in the PUD area as a parallel path to Euclid Avenue, connecting east-west streets between E Street and Holt Avenue. The mix of active ground floor uses fronting Euclid Avenue extend their vibrancy to the enhanced alley with entrances, storefronts, outdoor dining, and greening that collectively create a lively and dynamic atmosphere, as shown in **Figure 2-7** (Conceptual illustration for the Alley). The enhanced alley features a special asphalt treatment to create a sense of place and human-scale and lighting that helps to distinguish it from other walkways. The alley also creates a flexible venue that can be temporarily closed to vehicular traffic to accommodate a variety of uses and activities, such as entertainment and music, cultural events, and community programming. Downtown Ontario's cultural identity is represented through interactive public art installations, murals, and sculptures that line the alley.

A pedestrian-focused and enhanced alley serves many purposes for the project area, depending on its specific block and the needs of the surrounding context. The alley is a space that integrates shared infrastructure, such as waste and trash services that are centrally located and accessible to support local commercial businesses. The alley is a preferred green and walkable path for pedestrians, connecting residents and visitors to parking, housing, and other destinations. To support this balanced and flexible vision, the alley segment between A block and B block is envisioned to support more functional alley infrastructure, while the segment between D block and C block adjacent to the Granada Theater is envisioned as a vibrant, active pedestrian-focused alley.

Existing Condition of the Alley



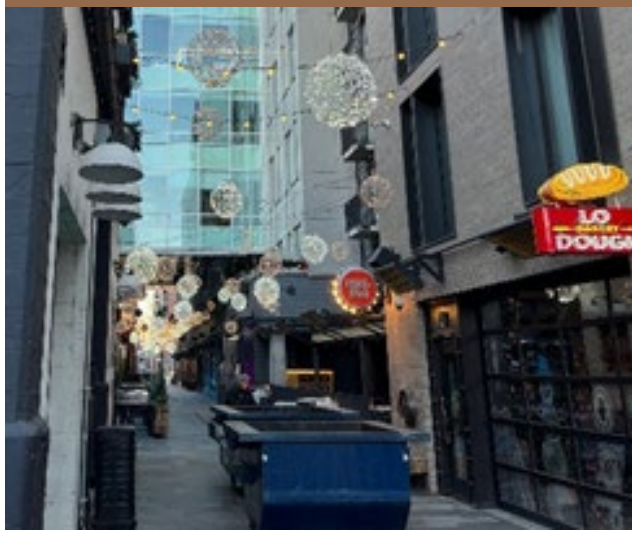
Existing Alley Gateway at Holt Avenue



Figure 2-7: Conceptual Illustration for the Alley



Precedent Imagery for the Alley



Precedent Imagery for the Alley





2.1.5 Laurel Avenue

As a neighborhood greenway, Laurel Avenue is focused on the comfort and safety of pedestrians and cyclists by providing a local connection and route from the Mixed-Use Retail Core and Mixed-Use Transitional subdistricts to the heart of downtown. Laurel Avenue's public realm design includes improvements of pedestrian-friendly features such as enhanced crosswalks, a mature tree canopy, pedestrian lighting, and landscaping, as shown in **Figure 2-8** (Conceptual illustration for Laurel Avenue). Laurel Avenue has a mix of three to four story mixed-use or residential buildings with active ground floor uses that contribute to the character of the street.

Figure 2-8: Conceptual Illustration for Laurel Avenue



Precedent Imagery for Laurel Avenue





3 District and Block Plan

The District and Block Plan for the PUD area establishes the following sub-districts and blocks as shown in **Map 4 (PUD Sub-Districts and Blocks)** and described in the following subsection:

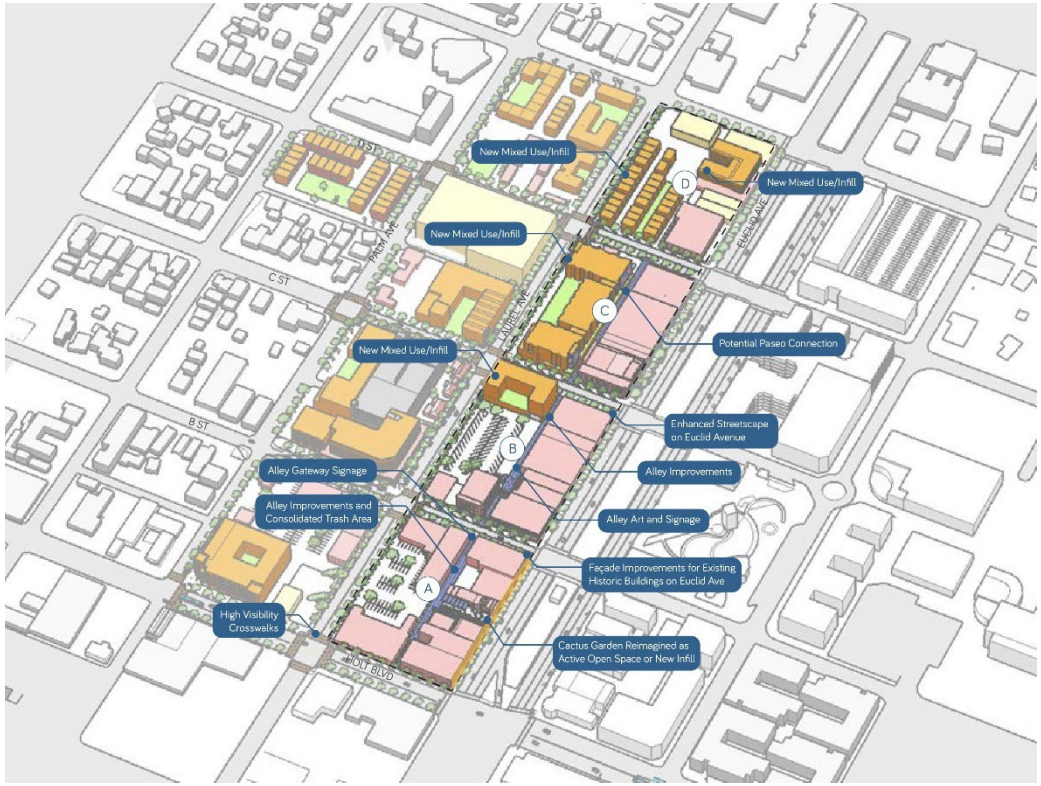
- **Downtown Mixed-Use Retail Core** sub-district encompasses Blocks A-D located between E Street to the north, Holt Boulevard to the south, Euclid Avenue to the east, and Laurel Avenue to the west.
- **Downtown Mixed-Use Transitional** sub-district encompasses Blocks E-H located between E Street to the north, Holt Boulevard to the south, Laurel Avenue to the east, and Palm Avenue to the west.
- **Downtown Residential** sub-district includes Block I located between D Street to the north, an alley connecting Palm Avenue and Fern Avenue to the south, Palm Avenue to the east, and Fern Avenue to the west.

Map 4: PUD Sub-Districts and Blocks



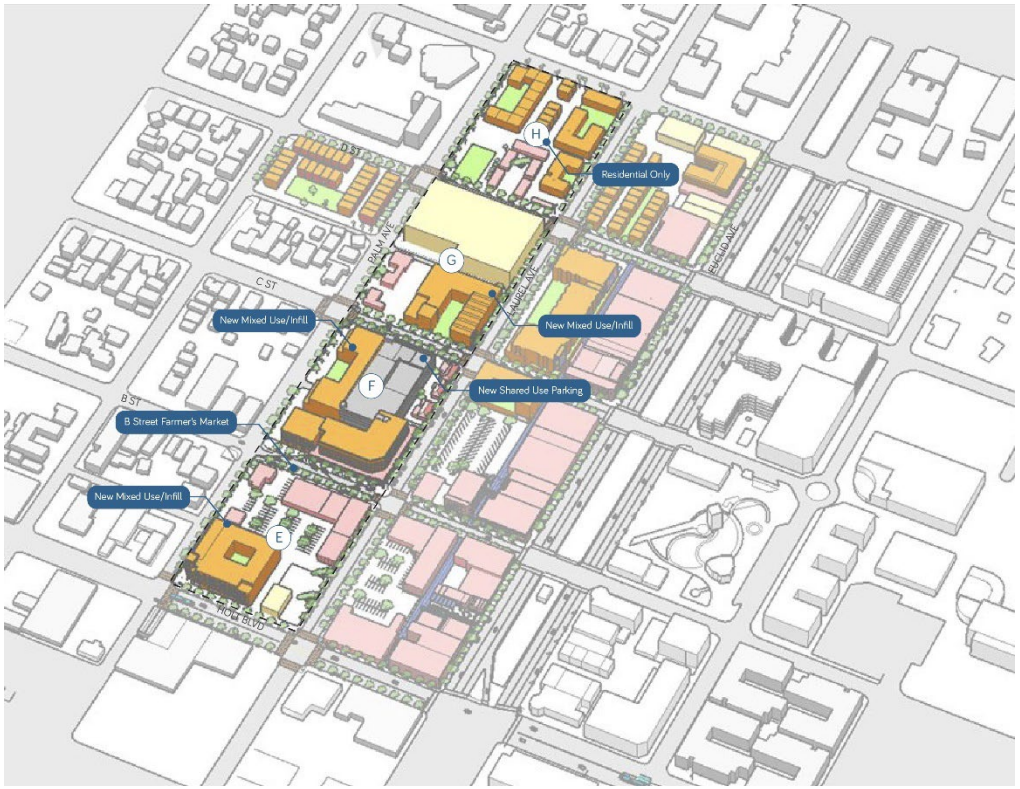
3.1 Downtown Mixed-Use Retail Core (Blocks A-D)

The Downtown Mixed-Use Retail Core sub-district encompasses Blocks A–D located between E Street to the north, Holt Boulevard to the south, Euclid Avenue to the east, and Laurel Avenue to the west. This sub-district includes blocks that front Euclid Avenue, the major north–south corridor within the PUD area that is envisioned as an 18-hour entertainment, shopping, and dining destination, and Holt Boulevard, a future multi-modal corridor. The purpose of the sub-district is to:



- **Enable a mix of commercial uses with strategic multi-family residential infill development** to support the creation of a vibrant mixed-use district where people can walk to a variety of neighborhood destinations.
- **Require active uses and active frontages along Euclid Avenue, B Street, Holt Boulevard, and the north–south alley** located between Euclid Avenue and Laurel Avenue through uses that generate pedestrian foot traffic, such as retail, restaurant, and entertainment, as well as design treatments that support a lively and comfortable public realm.
- **Along Euclid Avenue,** maintain **the visual character and development scale** of up to 45 feet (4 stories)not to exceed the height of historic buildings, such as the Granada Theatre to further protect and enhance the corridor as a major scenic and historic resource of the city.
- **Create an enhanced, vibrant, and active public realm and streetscape along Euclid Avenue** that is consistent with the existing elements located on the east side.
- **Promote safe and convenient multi-modal access** with enhanced public and private right-of-way that improves pedestrian and bicycle connectivity and encourages car-independent visits to and within downtown.
- **Provide a southern gateway on Holt Boulevard** and first-last mile improvements to support connections from the West Valley Connector Bus Rapid Transit (BRT) station at Holt Boulevard and Lemon Avenue to downtown.
- **Integrate shared infrastructure facilities,** such as parking, trash services, and open space opportunities to support new development and uses downtown.
- **Transform the north–south alley located between Euclid Avenue and Laurel Avenue, and the open space fronting Euclid Avenue on Block A referred to as the "cactus garden"** into publicly accessible open spaces for downtown users with activation, public art, and programming.
- **Create mid-block connections** along Euclid Avenue to provide greater porosity and pedestrian access to the alley.
- **Orient public artwork as part of new development within the public realm** to be visually and/or physically accessible to the public to showcase the culture and identity of downtown Ontario.

3.2 Downtown Mixed-Use Transitional (Blocks E-H)



The Downtown Mixed-Use Transitional sub-district encompasses Blocks E–H located between E Street to the north, Holt Boulevard to the south, Laurel Avenue to the east, and Palm Avenue to the west. The purpose of the sub-district is to:

- **Enable a mix of commercial uses and multi-family residential infill development that accommodates various housing typologies** that support the creation of a complete community and act as a transition from Downtown Mixed-Use Retail Core to existing residential neighborhood west of Palm Avenue. Support residential-only, multi-family infill housing in Block H.
- **Support development flexibility** by allowing vertical and horizontal mixed-use projects, as well as commercial and entirely residential projects. **Allow for variations in building height that respond to the surrounding context,** including lower heights along Palm Avenue in proximity to existing residential uses.
- **Enable greater height within the core of the sub-district** along Laurel Avenue of up to 50 feet (4 stories).
- **Encourage the transformation of Laurel Avenue into a neighborhood greenway** with pedestrian-scaled lighting, crosswalks and bicycle infrastructure, enhanced landscaping, and tree canopy to provide a safe and local connection for residents to downtown.
- **Introduce placemaking elements**, such as new suspended lighting, parklets, signage, landscape bulbouts, and enhanced crosswalks on B Street to enhance the sub-district and create an east–west "main street" with retail shops and services.
- **Orient public artwork as part of new development within the public realm** to be visually and/or physically accessible to the public to showcase the culture and identity of downtown Ontario.
- **Integrate shared infrastructure facilities, s**uch as parking and open space opportunities to support new development and uses in downtown.
- **Designate Block H exclusively for residential uses** to support additional multi-family housing that accommodates a variety of housing typologies.
- **Provide first-last mile improvements along Holt Boulevard** to support pedestrian and bicycle connections from the West Valley Connector Bus Rapid Transit (BRT) station at Holt Boulevard and Lemon Avenue to downtown.

3.3 Downtown Residential (Block I)

The Downtown Residential sub-district includes Block I located between D Street to the north, an alley connecting Palm Avenue and Fern Avenue to the south, Palm Avenue to the east, and Fern Avenue to the west. The purpose of the sub-district is to:

- **Support additional multi-family infill housing** that accommodates various housing typologies.
- **Ensure compatible development with surrounding low-scale residential neighborhood** through development and design standards.
- **Create height districts that respond to the surrounding residential neighborhood** and create transitions between new and existing development.



4 Zoning and Land Use Plan

The Land Use Plan for the PUD is organized by zoning districts which use the same boundary as the sub-districts established in Chapter 2. Zoning districts are defined and described in the following sub-section and shown in **Map 5 (Zoning Districts).**

4.1 Zoning Districts

4.1.1 Downtown Mixed-Use Retail Core (MU-RC)

The MU-RC Zone intends to:

a. Provide a variety of shopping, restaurant, entertainment, cultural offerings, and multi-family housing options within a mixed-use setting that promotes a vibrant district and pedestrian activity.

b. Reinforce and enhance Euclid Avenue's historic commercial character within Downtown Ontario through tailored ground floor uses that also support an active pedestrian environment, including retail, restaurant, and entertainment.

c. Support a diverse ground floor environment along Laurel Avenue through a mix of residential units and commercial uses, including residential units directly accessible from the sidewalk along all streets, except Euclid Avenue.









4.1.2 Downtown Mixed-Use Transitional (MU-T)

The MU-T Zone intends to:

a. Provide for a variety of neighborhood services and amenities and multi-family housing options within a mixed-use setting that promotes pedestrian activity.

b. Support a diverse ground floor environment through a mix of residential units and commercial uses that focus on the provision of community-serving uses that support a complete neighborhood.

c. Support projects that are entirely commercial, entirely multi-family, or a mix of the two, either horizontally or vertically configured.

d. Require new development on Block H to be residential-only projects through the establishment of a distinct subarea to support more multi-family housing in downtown within walking distance to destinations and amenities.



4.1.3 Downtown Residential (DR)

The DR Zone intends to:

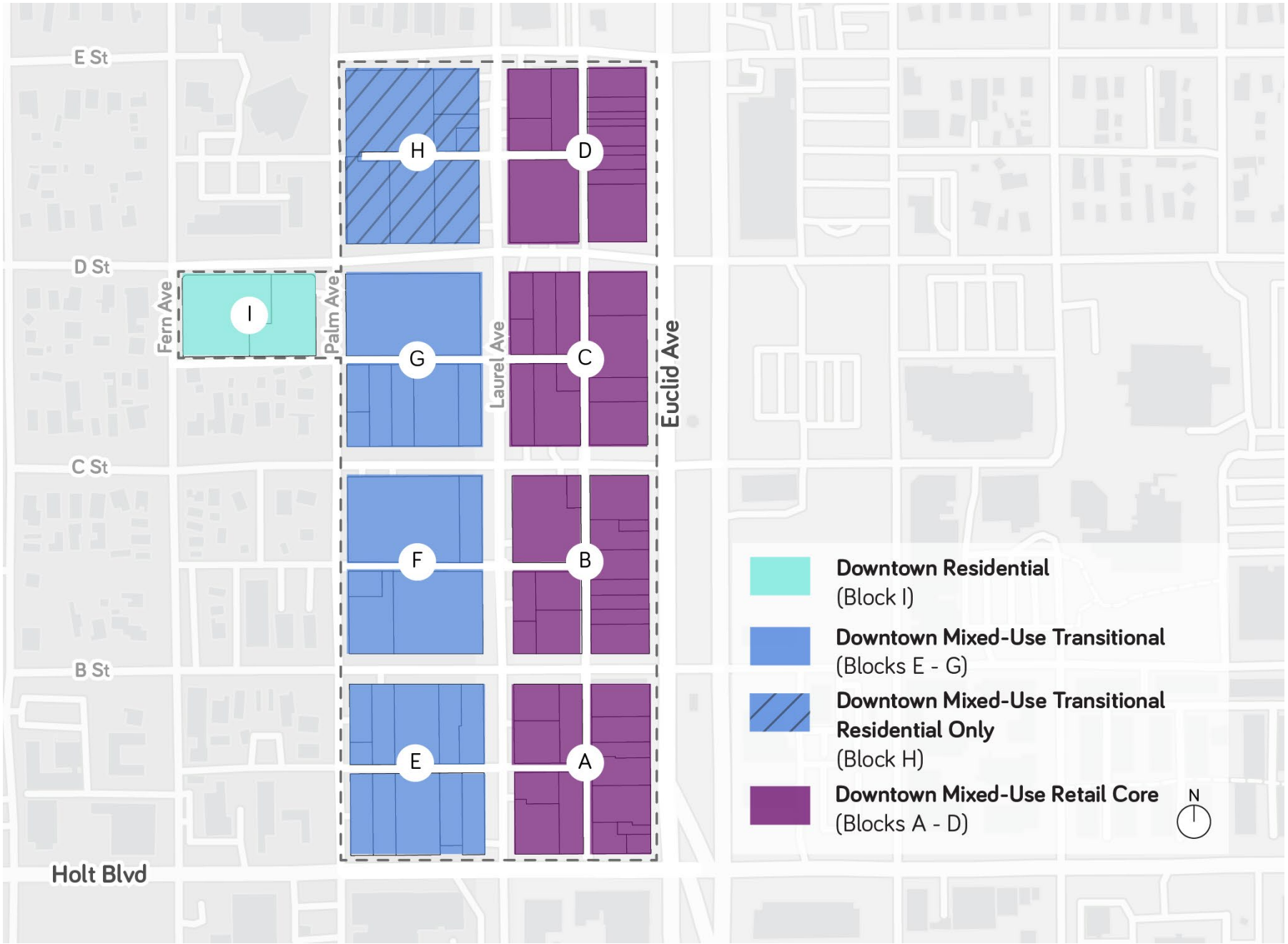
a. Provide a variety of multi-family residential housing options that create additional housing opportunities within Downtown Ontario and support residents who are within walking distance of services and amenities.







Map 5: Zoning Districts



4.2 Permitted Land Uses

Permitted land uses, activities, and facilities in the PUD area which are not addressed in the Ontario Development Code are listed in **Table 4-1** (Permitted Land Uses by Zoning District). Details and full descriptions of specific land uses, activities, and facilities within each land use category are found in the Ontario Development Code Section 5.01 Land Use Matrix; definitions are included in Division 9.01 (Definitions) of the Ontario Development Code.

The Downtown West PUD defers to existing allowed land uses, activities, and facilities for those parcels located within the boundaries of the LUA-1 (Euclid Avenue Entertainment) sub-district of the MU-1 (Downtown Mixed Use) and Euclid Avenue (EA) Overlay Zoning Districts established by the Ontario Development Code. The EA Overlay District is established to protect Euclid Avenue as a major scenic and historic resource of the City. Within LUA-1/MU-1, the Euclid Avenue Protection Corridor is established by the Ontario Development Code to restrict ground floor uses fronting Euclid Avenue to retail, restaurant, and entertainment uses per Table 5.02 Land Use Matrix and Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map of the Ontario Development Code. Uses not allowed on the ground floor along Euclid Avenue but permitted within the MU-1 Zoning District may occupy the upper floors to create a mixed-use corridor.

This PUD extends the Euclid Avenue Protection Corridor ground floor use restrictions per Table 5.02 Land Use Matrix of the Ontario Development Code to B Street, Holt Boulevard, and sections of Laurel Avenue as identified in **Map 6**. In addition, this PUD establishes a ground floor use restriction for residential uses as listed in Table 4-1.

The symbols shown in **Table 4-1** have the following meanings:

Symbol	Description	ODC Section
P	Permitted	-
C	Conditionally Permitted	Section 4.02.025 (Conditional Use Permits) of the Ontario Development Code
L1	Residential land uses are not permitted on the ground floor within 35 feet of the property line in specific locations indicated by Map 6. Entries to upper floor or ground floor spaces behind the 35 feet are allowed.	-

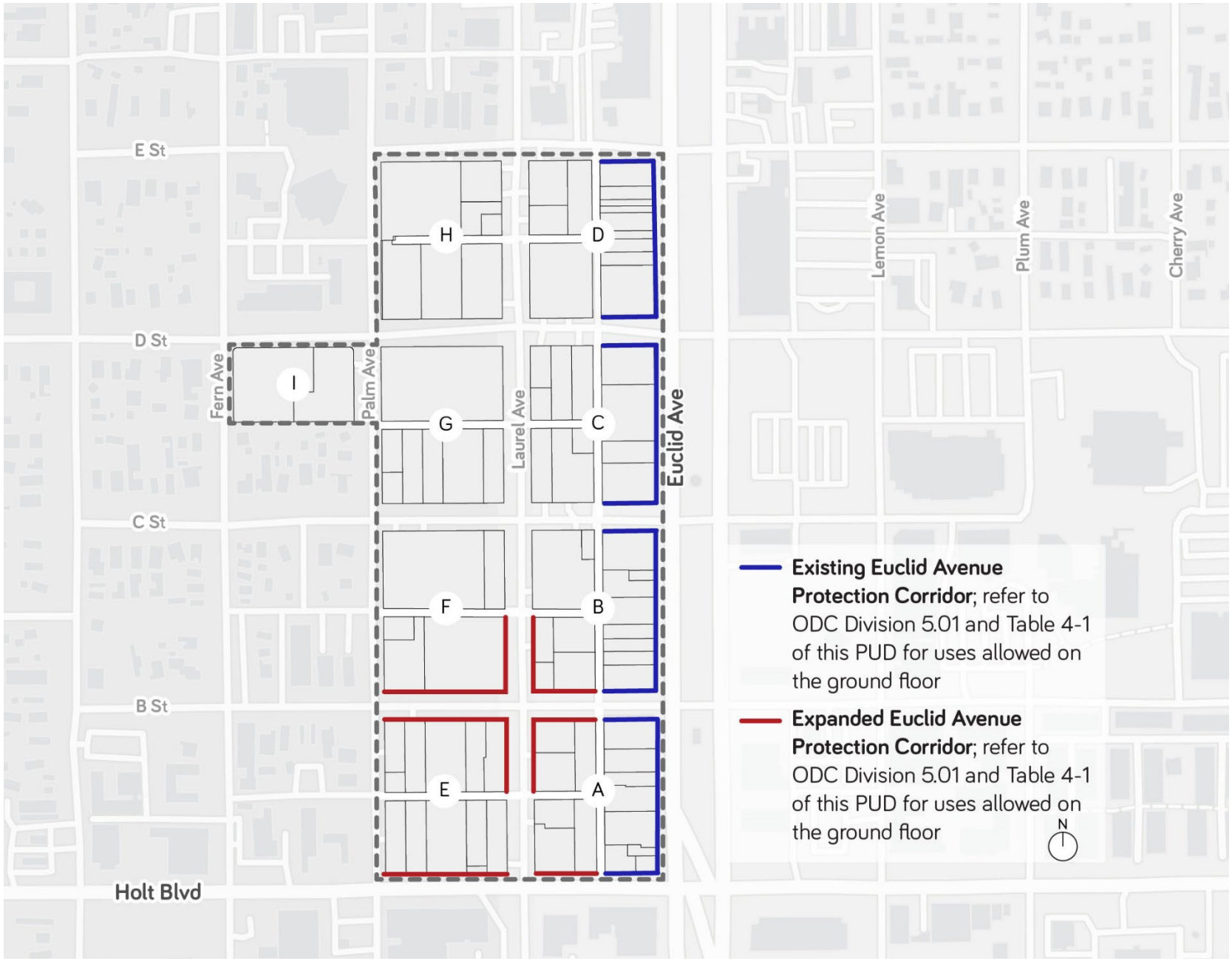
Promoting Ground Floor Land Use Flexibility

Aligned with the Euclid Avenue Protection Corridor, allowed ground floor uses along Euclid Avenue are limited to retail, restaurant, and entertainment uses per the Ontario Development Code. To further support and complement Euclid Avenue, this PUD establishes the same ground floor use allowances to portions of B Street, Holt Boulevard, and Laurel Avenue as shown in Map 6. However, to promote additional residential development in the PUD area and flexibility, this PUD establishes an additional ground floor restriction, L1, which indicates that residential uses are allowed on the ground floor beyond 35 feet of the property line as indicated in Table 4-1. L1 is intended to support development flexibility while ensuring that uses lining the sidewalk encourage pedestrian

Table 4-1: Permitted Land Uses by Zoning District

Uses		Zoning District			
	MU-RC	MU-T		DR	Additional Regulations/Notes
		Blocks E-G	Block H	Block I	
Residential					
Multiple Family Dwellings	P (L_1)	P (L_1)	P	P	
Senior Housing	P (L_1)	P (L_1)	P	P	
Townhomes	P (L_1)	P (L_1)	P	P	
Mixed-Use Developments (commercial developments incorporating single-family and/or multiple-family dwellings)	P	P	-	-	
Work/Live Unit	C	C	-	-	

Map 6: Ground Floor Land Use



5 Development Regulations and Guidelines

This chapter sets forth standards to govern the placement, height and bulk of permitted buildings and other structures, and to establish requirements for vehicular access, parking and loading, open space, landscaping, and signs for commercial uses to be incorporated into Development Plans. Unless otherwise stated herein, all development within the PUD area shall meet the applicable standards and requirements of the Ontario Development Code.

Guidelines and informational text are woven throughout this chapter to communicate design principles and desired features for the PUD area for relevant topic areas. Guidelines, which are recommendations, are listed in a separate box adjacent to the relevant development regulations, which are required, to provide guidance to business owners, property owners, homeowners, City staff, and design professionals for the development and/or rehabilitation of properties in the PUD area. The design guidelines included in this chapter are complementary to the Downtown Ontario Design Guidelines, which are included as Reference "C" of the Ontario Development Code, which establishes a set of architectural, graphic, and lighting design principles within the City's historic original downtown area, which includes the PUD area.

5.1 Applicability

The standards and guidelines established by this chapter shall apply to Development Projects (Project) within the PUD area for any new construction, addition, remodel, or reallocation requiring a building permit, encroachment permit, or other similar entitlement by the City.

Table 5-1 (Development Regulations Summary) provides an overview of development standards for the PUD area with references to specific sections, where applicable, for more detailed regulations and information.

Table 5-1: Development Regulations Summary Table

Standard	Zoning District		
	MU-RC	MU-T	DR
Density and Intensity			
Dwelling Units per Acre	25–75 DU/Acre		
Floor Area Ratio	2.0 FAR Commercial		
Building Height			
Allowed Height	**Map 8**		
Upper-Level Stepbacks	See Section 5.3.1		
Setbacks			
Street Setbacks	**Map 9**		
Other Setbacks			
Block A-G	None required		
Block H and Block I	**Table 5-2** (Minimum Setbacks)		
Minimum Building Separation	Individual buildings on the same lot must have a minimum separation of 10’ clear between structures. Other requirements for clearance between buildings as regulated by the Uniform Building Code.		
Allowable Encroachments into Required Setbacks	-	ODC Sec. 6.01-D.2 (Block H only)	ODC Sec. 6.01-D.2
Building Design			
Entrances			
Entrances			
Commercial	Along Euclid Avenue, Holt Boulevard, and B Street, all primary entrances for commercial uses shall be distinguished by architectural features or overhead projections, such as an awning or canopy.		
Residential	See Section 5.151		
Modulation			
Modulation	Projects shall provide a horizontal change in plane in the building façade of at least 1.5’ every 50’ linear.		
Transparency			
Blank Walls	Windowless expanses of walls shall not exceed 20’ length.		
Façade Articulation			
Façade Articulation	See Section 5.5.4		
Ground Floor			

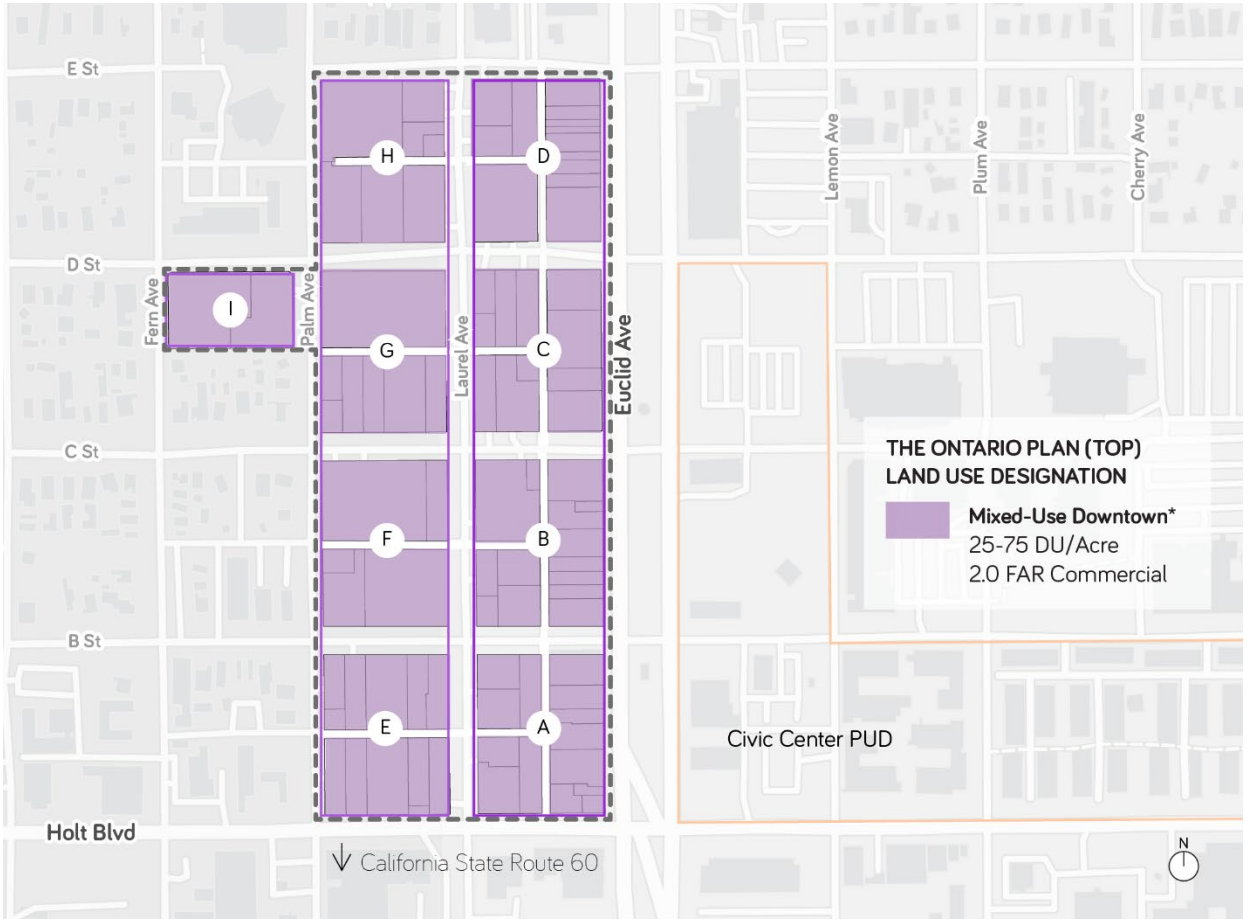
Materials	A durable base material (12- 15 inches high min./max.) such as brick, tile, exterior cement plaster, or pre-cast architectural concrete shall be used.
Transparency	
Commercial	Glazing shall be clear glass to permit clear views into the interior space for a minimum of 70% of the ground floor.
Residential	Glazing shall be clear glass to permit clear views into the interior space for a minimum and 15% for residential units on the ground floor.
Doors	All glass doors are prohibited. Glass doors with kickplates are required. No part of any open doors shall extend into the public right-of-way.
Varied Roofline	
Varied Roofline	See Section 5.156
Roof Decks	
Roof Decks	Shall be stepped back a min. depth of 5' from the roof edge.
Open Space	
Private and Common Open Space	
Minimum Average Amounts	Min. average 200 sq. ft. combined open space per residential unit required through a combination of either private open space or common open space. At least 90 percent of residential units shall provide private open space at a minimum of 40 square feet.
Types	**Private open space**: balconies, patios, and rooftops decks with direct access from residential unit. **Common open space**: passive and active, indoor, and outdoor spaces, open landscaped and hardscaped areas, and roof decks and patios if available to building community.
Minimum Dimensions	**Private open space**: 40 sq. ft., min. of 6' for any dimension thereof. **Common open space**: 15 sq. ft.
Paseos	
Requirements	See Section 5.158 (2)
Landscaping	
Requirements	Detailed Landscape and Irrigation Plan required for each Development Plan; see Section 5.5.9.
Vehicle Access and Parking	
Vehicle Access	
Vehicle Access	Driveway locations shall be consistent with the City of Ontario's Traffic and Transportation Guidelines. Max. of 1 vehicle access point permitted per parcel as approved by the City Engineer unless required by the Fire Department. No vehicle access shall be taken from Euclid Avenue, B Street, or Holt Boulevard.
Off-street Parking and Loading	
Surface Parking	Setback a min. of 20' from primary frontage, 10' from open space, and 7' from back of sidewalk
Layout and Design	See Section 5.1.11 (2.a.i)
Required Number of Parking Spaces	**Table 5-4** (Parking Requirements)

5.2 Density and Intensity

1. Density and Intensity. Residential densities (dwelling units per acre [du/ac]) and Floor Area Ratio (FAR) are defined for the PUD area by The Ontario Plan and designated as follows by zoning district, and shown in **Map 7 (Allowed Density and FAR):**

    a. Within the MU-RC, MU-T and DR Zones, the residential density range shall be 25–75 du/ac and maximum FAR shall be 2.0 for commercial uses; residential uses are only permitted on Block H and I.

Map 7: Allowed Density and FAR



5.3 Building Height

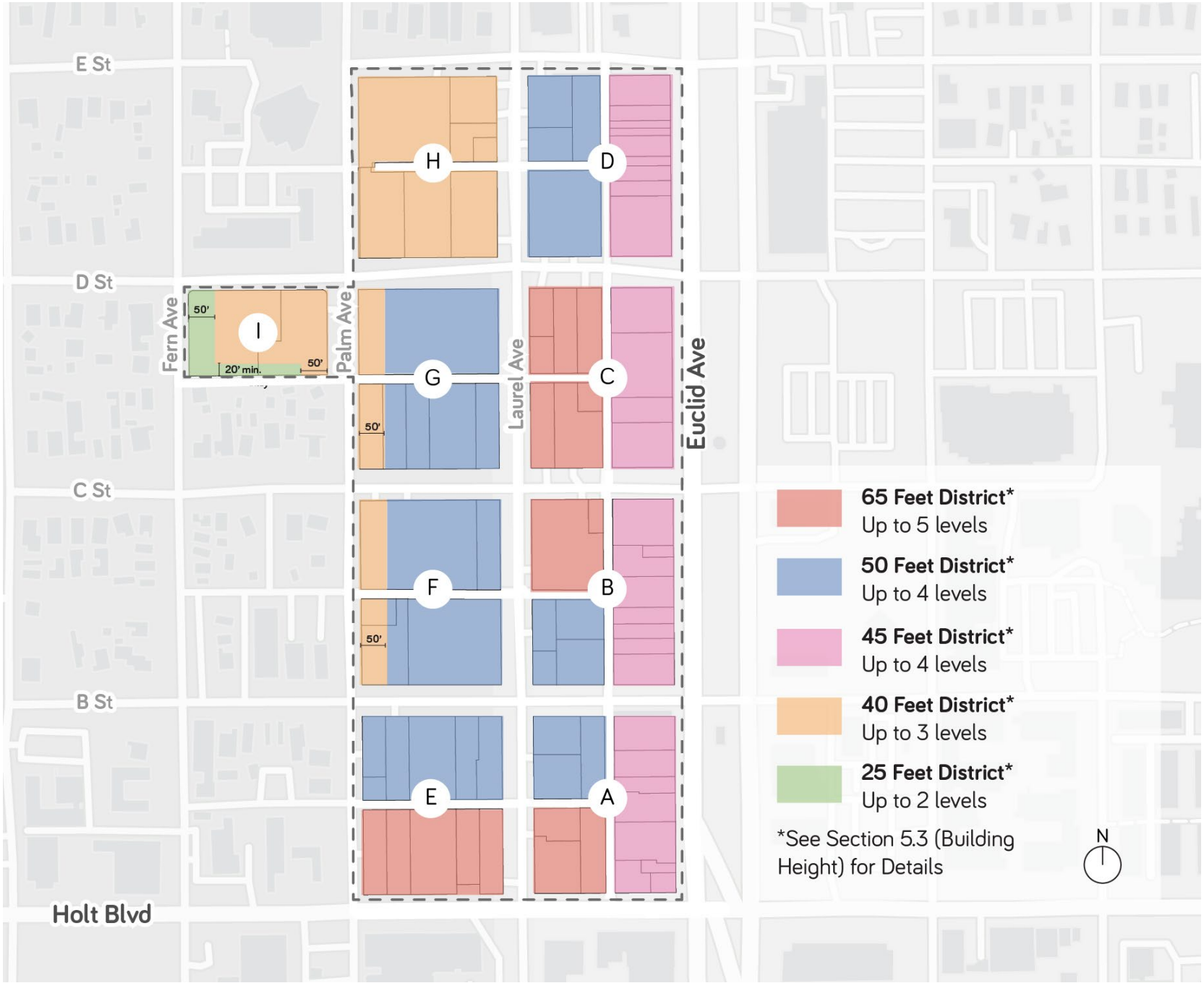
1. **Allowed Heights.** Total building height (to flat roofline or eave of roof) shall not exceed the heights specified in **Map 8 (Allowed Heights)** above the highest existing sidewalk elevation.
   a. **Architectural Projections.** Architectural projections, such as parapets, roofed towers and gable roofs, or elevator towers may extend up to 15 feet above the highest permitted height.
      i. **Rooftop Equipment.** Any rooftop mechanical, venting or communications equipment shall be built within or otherwise screened by the roof structure, so that they do not project above parapets and are not visible from any public rights- of-way or neighboring buildings.
   b. **Temporary Construction and/or Maintenance Machinery.** Temporary construction and/or maintenance machinery shall not exceed a height of 122 feet, measured from existing grade, unless approved by the Federal Aviation Administration.

Context Sensitive Building Heights

To implement the TOP and support the established maximum densities and intensities, block-specific height districts were created, which also respond to place-based conditions and goals. They include:

- Up to 65 feet (5 stories) along Holt Boulevard to create a southern gateway and enable additional height along this future multi-modal transit corridor to promote housing near transit, as well as along Laurel Avenue and west of the alley, between B Street (north of east-west running alley) and D Street, to focus height within the downtown core of the PUD area.
- Up to 50 feet (4 stories) along Laurel Avenue in strategic areas to focus height within the downtown core of the PUD area while responding to the existing scale and character.
- Up to 45 feet (4 stories) along Euclid Avenue with required 15’ upper story stepbacks to promote additions to historic resources while maintaining existing character.
- Up to 40 feet (3 stories) west of Laurel Avenue and north of D Street (Block H), as well as along Palm Avenue to support mid-rise multi-family residential projects and respect neighboring lower-scale residential.
- Transitional height districts are in place to reduce height of development surrounding residential neighborhood to the west of the PUD boundary for parcels fronting Palm and Fern Avenues.

Map 8: Allowed Heights



5.3.1 Upper-Level Stepbacks

1. **Upper-Level Stepbacks.**
   a. **Alley.** Projects with property lines that front the alley between C Street and D Street, connecting Palm Avenue and Fern Avenue, shall not exceed the height established in **Map 8 (Allowed Height)** before stepping back a minimum depth of 10 feet as measured from the existing façade.
   b. Uses allowed within the stepback include:
      i. Private Open Space (e.g., balconies, terraces);
      ii. Shade structures, trellises, and similar;
      iii. Green roofs and photovoltaic panels (screened by parapet roof); and
      iv. Other open space features per the Approving Authority.
2. **Upper-level Additions to Designated Historic Buildings.** Upper-level additions to buildings that have been identified as historic resources shall stepback a minimum depth of 15 feet as measured from the existing façade. See **Section 5.3.1 (1.b)** for the list of uses allowed with the stepback.



5.4 Setbacks

1. **Street Setbacks.** Projects shall comply with the street setbacks set in **Map 9 (Street Setbacks).** Street setback ranges establish a minimum and a maximum. Street setbacks are measured from the property line (back of sidewalk) to the building or structure. Property line(s) along public streets are subject to right of way dedication as required per the City Master Plan of Streets and Highways and Street Standard Drawings.

    a. **Minimum Setback for Ground Floor Residential Units.** Where residential units on the ground floor are allowed per **Table 4-1 (Permitted Land Uses by Zoning District**), a minimum setback of 5 feet is required.

    b. **Setback Features.** Features allowed within the street setback may include:

        i. Landscaping and planters;
        ii. Hardscape (e.g. stoops, patios);
        iii. Shade structures;
        iv. Arcades and galleries;
        v. Walls and fences per ODC Sections 6.02.020 and 6.02.025;
        vi. Seating and furniture;
        vii. Outdoor dining; and
        viii. Other open space amenities per the Approving Authority.

Street Setbacks

Street setbacks are established as ranges to support flexibility while responding to sub-district visions and the allowed uses on each block. They include:

- 0-3 feet setback to support existing commercial-only ground floor character and active public realm while promoting some variation.
- 3-10 feet min/max setbacks to support a commercial or residential ground floor character while promoting some variation.
- 5-10 feet min/max setbacks to support a residential-only ground floor character.

2. **Other Setbacks.**

    a. **Blocks A-G.** None required.

    b. **Blocks H and I.** All other required setbacks are listed in **Table 5-2 (Minimum Setbacks and Building Separation).**

3. **Minimum Building Separation.** Discrete buildings on the same lot must have a minimum separation of 10’ clear between structures. Other requirements for clearance between buildings as regulated by the Uniform Building Code.

Table 5-2: Minimum Setbacks

Location	Requirement
All Blocks	
Street Setbacks	See **Map 9 (Street Setbacks)**
Blocks A-G	
Other Setbacks	None required
Block H and Block I	
Interior Side	5’
Rear Setback	5’
Porches, Patio Covers, and Similar Architectural Projections[1]	See ODC Sec. 6.01 (Exceptions to Development Standards – Encroachments into Required Setback Areas)
Private Drives/Alleyways (from edge of drive aisle)	
Living Area	10’
Garages and other Nonhabitable Structures	5’
Dwellings to Parking Spaces	
Living Area	10’
Garages and other Nonhabitable Structures	5’
Parking Space or Drive Aisle to Wall or Fence	5’

[1] No projection may encroach into any required easements.

Map 9: Street Setbacks



5.5 Building Design

5.5.1 Entrances

1. **Entrances.** A minimum of one primary entrance shall be located on the primary frontage of each building and open onto a sidewalk or other public space. All primary entrances shall include a minimum of one lighting fixture designed to provide illumination of pathways for pedestrians.

    a. **Commercial**. Along Euclid Avenue, Holt Boulevard, and B Street, all primary entrances for commercial uses shall be distinguished by architectural features or overhead projections, such as an awning or canopy.

    b. **Residential.** In locations where dwelling units are allowed on the ground floor abutting a public or private street per **Table 4-1 (Permitted Land Uses by Zoning District)** and **Map 6 (Ground Floor Land Use),** the primary entryway (front door) shall be oriented toward the street. Where there is a physical site constraint, provide a clearly identifiable pedestrian entry to the site from the street.

        i. **Upper Floor Entries.** Entries to upper floor residential uses shall not front Euclid Avenue. When located on other street frontages with ground floor use restrictions per **Table 4-1 (Permitted Land Uses by Zoning District)** and Map 6 **(Ground Floor Land Use)**, the visible entry shall be no wider than 15 feet to avoid disturbing the rhythm of the retail spaces.

Designing Visual Interest and Complementary Building Materials

Building façades that articulate a mixture of horizontal and vertical projections help to visually break up the building mass into varying modulations and identified clusters to create visual interest.

Building exterior treatments including brick and smooth stucco finishes that complement the historic character of the PUD area are encouraged.



5.5.2 Modulation

1. **Modulation.** Projects shall provide a horizontal change in plane in the building façade of at least 1.5 feet every 50 linear feet. The Approving Authority may approve alternate exterior building designs that achieve the City's desired variation in building massing.

5.5.3 Transparency

1. **Blank Walls.** Windowless expanses of walls shall not exceed 20 feet in length.

5.5.4 Building Façades

1. **Window Treatments.** All windows shall have a recess minimum of 2 inches from the building wall plane. Window trim shall not be counted towards recessed minimum.

2. **Façade Articulation.** Façades facing a public or private street, the project perimeter, and all portions of exterior building elevations shall provide a minimum of two (2) of the following façade articulation techniques:

   a. Change in exterior building materials to include at least two high quality building façade materials that accentuate or correspond to variations in building massing. Building materials may include, but are not limited to wood, glass, brick, metal spandrel, cement board siding, tile, or other material acceptable to the Approving Authority.

   b. Porticos, awnings, terraces, balconies, eyebrows, or trellises of at least 12 inches in depth that provide variations in the building plane.

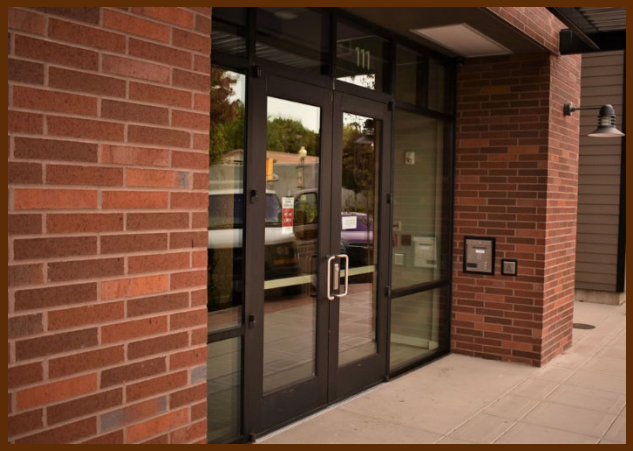
   c. A break in the façade plane of at least 8 inches in depth, which is applied to at least 10 vertical feet of the facade.

   d. Other additional architectural enhancements that create a human scale to the building. Examples include handrails, fixed planters, and ornamental details such as lighting, molding, tiles, or other similar design elements acceptable to the Approving Authority.

   e. **Encroachment.** Awnings, canopies, residential balconies, commercial signs, and decorative architectural elements may encroach into the public rights-of-way for a maximum of 4 feet.

Traditional Building Style

Traditional building styles are common in Downtown Ontario. To align with this traditional style, glass doors with a kickplate are encouraged for new development.



5.5.5 Ground Floor

1. **Materials.** A durable base material (12- 15 inches high min./max.) such as brick, tile, exterior cement plaster, or pre-cast architectural concrete shall be used.

2. **Transparency.**

   a. **Commercial.** Glazing shall be clear glass to permit clear views into the interior space for a minimum of 70% of the ground floor to create a traditional storefront. Display windows shall be kept free from all visual obstructions into the store itself, reflective tinting and mirrored glass is prohibited. Even if the business is a non-retail business, the windows shall be kept unobstructed to maintain appearance of facade and retail continuity along the sidewalk. To manage heat, glare, and Ultraviolet light (UV) energy, window tinting with 70% Visible Light Transmission (ULT) or greater may be allowed with approval from the Planning Department. Roll up window shades, or similar, may also be used during day light peak hours and for no

more than 4 hours per day. Installation of security gates over storefronts are prohibited. Installation of security gates behind storefronts located within the interior may be considered with approval from the Planning Department.

b. **Residential.** Glazing shall be clear glass to permit clear views into the interior space for a minimum 15% for residential units on the ground floor.

3. **Doors.**

a. All glass doors are prohibited.

b. No part of any open doors shall extend into the public right-of-way.

5.5.6 Varied Roofline

1. Any Project with a façade exceeding two stories in height, which faces a public or private street, shall be provided with an articulated roofline incorporating at least two of the following design elements:

a. A roof with a slope equal to or greater than 3 inches of rise for every 12 inches of run, including but not limited to a sloped or curved roofline at the top of the dwelling.

b. An open deck having a minimum clear area of 6 feet in depth and 8 feet in width.

c. A flat roof with a minimum of 2 feet vertical height difference for a minimum of 10 horizontal feet along the roofline of each building façade.

d. A vertical break in the façade plane of at least 1.5 feet in depth, which extends up and through the roofline.

e. Any form of roofline variation incorporating a change or break in roof plane, such as horizontal recesses, incorporation of dormers, or other similar design elements acceptable to the Approving Authority.

5.5.7 Roof Decks

1. Roof decks shall be stepped back a minimum depth of 5 feet from the roof edge to prevent direct views of abutting residential neighbors.

5.5.8 Open Space

1. **Private and Common Open Space.** Private and common open space shall be provided for passive and active recreation opportunities within each project site intended for the use of the on-site residents and their guests.

a. **Minimum Average Amounts.** A minimum average of 200 square feet of open space per residential unit is required through a combination of either private open space or common open space. At least 90 percent of residential units shall provide private open space at a minimum of 40 square feet.

i. Off-street parking spaces, drive aisles, driveways, loading areas, service areas, or street setbacks shall not be included in minimum open space calculations.

b. **Types.**

i. Private open space may include balconies, screened patios, and rooftop decks or in any combination thereof, and shall have direct access from each residential unit, intended for the exclusive use by the occupant of the residential unit and their guests.

i. Common open space may include passive and active, indoor, and outdoor spaces, recreational spaces, open landscaped and hardscaped areas with fountains, seating, fire pits, or play structures, pool, and indoor fitness center. Other open space provided can include roof-top decks and patios available to the building community.

c. **Minimum Dimensions.**

i. A minimum area of 40 square feet with a minimum dimension of 6 feet in each direction shall be required for private open space.

ii. A minimum dimension of 15 feet in each direction shall be required for common open space.

2. Paseos.

a. **Dimensions.** Paseos shall have an average width of 22 feet, a minimum width of 15 feet, and a minimum clear pedestrian path of 5 feet.

b. **Access.** Paseos shall be physically and visually accessible from the connecting public sidewalk.

c. **Elevation.** Paseos shall be at ground level and ADA accessible.

d. **Blank Walls.** Windowless expanses of walls lining paseos shall not exceed 20 feet in length, or be mitigated using one the following techniques:

i. Green wall, vines, or other vertical landscaping element that covers a minimum of 75 percent of the non-conforming blank wall area.

ii. Public art, including but not limited to, murals.

Residential Paseos

Paseos are encouraged for townhomes in the PUD area to provide internal access for pedestrians and break up building massing.



5.5.9 Landscaping

1. **Detailed Landscape and Irrigation Plan.** A detailed Landscape and Irrigation Plan, fulfilling the requirements listed in the City of Ontario Landscape Development Guidelines and the Ontario Development Code, shall be submitted with each Development Plan. The plan shall specify all landscape and hardscape elements of the common open space area, as well as the perimeter yards abutting the street rights-of-way and all street trees and irrigation. The final plan shall also show the location of all ground level utility boxes and mechanical equipment, along with methods of screening such devices from the public right-of-way and adjacent residences, where possible. A detailed Landscape and Irrigation plan shall be required prior to the issuance of building permits.

    a. Water Conservation in Landscaping Act Requirement. The detailed Landscape and Irrigation Plan shall comply with the Water Conservation in Landscaping Act of 2006 (AB 1881), commencing with the California Government Code Section 65591.

5.5.10 Vehicle Access and Parking

1. **Vehicular Access.** A maximum of 1 vehicular access point is permitted per parcel per the City of Ontario's Traffic and Transportation Guidelines as approved by the City Engineer unless required by the Fire Department.
    a. No vehicular access shall be taken from Euclid Avenue, B Street, or Holt Boulevard.
2. **Off-Street Parking and Loading.** Off-street parking and loading shall conform to the standards set forth in Division 6.03 (Off-Street Parking and Loading) of the Ontario Development Code.
    a. **Exceptions:**
        i. **Layout and Design.**
            1. **Surface Parking.**
                a. **Location.** Off-street surface parking shall be located to the rear of the interior side of a building and away from public streets.
                b. **Screening and Landscaping.** Parking areas shall be screened from public streets and adjacent parcels, except for access and driveways, using one or any combination of the methods listed below:
                    i. Walls and fences. Low profile walls or fences consisting of brick, stone, or stucco for a minimum of 3 feet and a maximum of 3.5 feet in height. Plain concrete blocks, chain-link, or vinyl fencing are prohibited for screening purposes.
                    ii. Planting. Plant materials consisting of compact evergreen plants that form an opaque screen that achieves a minimum height of 2 feet within 18 months after initial installation.
            2. **Structured Parking.** All off-street and above ground parking structures shall be screened from public streets and designed to be compatible with the architectural character and quality of adjacent buildings.
                a. **Ground Floor.** The ground floor level of any off-street and above ground parking structure shall use one or any combination of the methods listed below:

i. **Wrap.** Wrapped by habitable floor area, except for permitted entrances and exits, so that no portion of such facility is visible from adjacent public sidewalks or publicly accessible areas. Such habitable floor area shall have a minimum depth of 35 feet, as measured from the building façade.

ii. **Landscaping.** Landscaping for a minimum of 60 percent of the ground floor level of the structure's street frontage, excluding areas occupied by driveways and portions occupied by habitable floor area.

iii. **Screening.** Screening for a total of at least 50 percent of the ground floor façade, including permitted signs, graphic or sculptural art, decorative screening or latticework.

b. **Utility Transfer Boxes.** Placement of utility transfer boxes within a parking structure is prohibited.

3. **Residential Tandem Parking.** Allow up to 50% tandem spaces for required parking for residential uses. Tandem parking shall be limited to a two (2) car maximum. Both spaces in the tandem arrangement shall be assigned to the same dwelling unit. Handicapped and guest parking spaces shall not be in tandem.

ii. **Required Number of Parking Spaces.** The number of off-street automobile parking spaces required are listed in **Table 5-3 (Parking Requirements)** based on general use classification, and subject to the following requirements:

1. All required residential parking spaces shall be provided on-site.
2. Commercial and visitor parking may be considered for off-site location within a public facilities or on-street with a parking demand and supply study approved by the Planning Director.
3. Parking for dwellings shall be provided on-site and guest parking may be provided on-street and off-site.
   a. Off-site parking requirements are subject to the following conditions:

Parking Structure Design

Design standards for parking structures are intended to minimize the visual impact on the public realm. Treatments such as landscaping and screening, as well as wrapping the parking structure with active uses, such as retail or restaurants, can help to activate the ground floor of the structure adjacent to the sidewalk. Parking structures can also include decorative screening and art, such as murals, to complement the building design.



Source: Loveland Reporter-Herald

i. On-street parking shall not be used for required resident parking.

ii. On-street parking shall only be counted along the public streets that are within approximately four blocks from the project site.

iii. On-street parallel parking spaces shall be calculated by the length of unobstructed curb adjacent to the project site.

iii. Parking Management Plan: A parking management plan shall be submitted to the Planning Director for approval to ensure that tandem parking spaces will be assigned to residents of the same dwelling unit.

Parking in Downtown Ontario

A park once strategy is encouraged in Downtown Ontario in which business patrons and visitors park in a single location and make multiple trips on foot, given the pedestrian-oriented nature of the area. Public transit is also available in Downtown Ontario, with an existing bus stop located in the northeast corner of Euclid Avenue and D Street for Omnitrans Route 83. Additionally, located near Euclid Avenue on Holt Boulevard is Omnitrans Route 61 which has been identified as the future West Valley Connector Bus Rapid Transit (BRT).

Table 5-3: Parking Requirements

Use	Number of Spaces Required
Residential	1 space per bedroom up to two bedrooms 2 spaces per unit for three bedrooms and above 0.20 spaces per unit for guest/visitor parking
Commercial	1 space per 250 square feet gross floor area for all permitted or conditionally permitted use

5.6 Signs

1. **Master Sign Program.** A Master Sign Program shall be submitted for approval by the Planning Department, prior to issuance of a building permit, for new development or adaptive reuse projects. The sign program should be consistent with the Downtown Ontario Design Guidelines and the Development Code, and shall include tenant signs, pedestrian signs, directional signs, historical markers, etc. as needed.

Signs for Downtown Ontario

Sign programs that utilize complementary materials, colors, and themes that draw from existing buildings and Downtown Ontario, and consistent with the Downtown Ontario Design Guidelines, are encouraged. Specifically, themes for sign programs should be aligned with the Downtown Ontario Design Guideline's Historic Preservation Retail Subdistrict for the PUD area. Signage should be designed to effectively communicate and direct users to various aspects of the development, including amenities, such as publicly accessible open space or paseo connections, and complement the overall character of the buildings. Examples of existing buildings and signs that represent the existing character of Downtown are shown below for reference.









5.7 Service Facilities

1. **Electrical Equipment.** Electrical equipment shall be mounted on the interior of a building or mitigated through being enclosed and screened from public streets with walls, fencing, and/or landscaping that allows for sufficient ventilation or buried in vaults.
2. **Antenna Pole or Dish.** No antenna pole or dish shall be placed on any structure so that it is visible from ground level.
3. **Service and Storage Areas.**
    a. Locations, sizes and design of service and storage areas shall be readily accessible by trash disposal company equipment and work crews, as reviewed and approved through the Development Plan Approving Authority.
        i. **Commercial.** Trash receptables/recyclable container storage areas shall be provided for all commercial uses. When located within the ground floor parking structure area, storage areas may be partially enclosed.
        ii. **Residential.** Trash receptacles/recyclable container storage areas shall be provided for all residential uses, within the ground floor parking area or within an enclosed room inside the buildings. When located within the ground floor parking structure area, storage areas shall be full enclosed.

5.8 Infrastructure

It is important that projects maintain and enhance the quality of life for residents and consumer alike, and that new projects enhance the community within which it is built. To that end, all projects constructed within the City shall be properly served by a full array of utilities – water, sanitary sewer, storm drain, electrical, gas, telecoms, data, etc. The properties within the boundary of this PUD shall be served by existing water lines and wastewater flows and/or upgraded to satisfy the required capacities as determined by the City and its service purveyors/agencies, including the Fire Department. If existing utilities do not exist to service the project, the project may be required to install new utilities and/or extend existing utilities as needed to provide service. Existing utilities are also subject to improvement, such as removal and replacement or upsizing, to meet demand. On-site stormwater drainage facilities shall be provided consistent with the San Bernardino County Stormwater Program's Water Quality Management Plan (WQMP) requirements for new development projects. Stormwater capture and infiltration facilities may include the utilization of vegetated swales, depressed landscaped basins, pervious concrete pavement, and/or underground stormwater retention/infiltration vaults.

The properties within the boundary of this PUD are considered a Priority Land Use (PLU). A PLU shall comply with the statewide Trash Provisions adopted by the State Water Resources Control Board (SWRCB) and trash requirements in the most current San Bernardino County Area-Wide MS4 Permit. Drainage from the PLU shall be designed with conveyance tributary to a Full Trash Capture System which has been approved by the SWRCB.

5.9 Historic Preservation

5.9.1 Brief Development History of Ontario and the PUD Area

Downtown Ontario and Euclid Avenue - 1885



The City of Ontario was established in 1881 when George and William Chaffey purchased 6,218 acres of land to develop a community called the Ontario Colony. Initially the colony was surrounded by undeveloped land, Southern Pacific Railroad tracks to the south, and the Kincaid Ranch and San Antonio Canyon to the north. The two-hundred-foot-wide Euclid Avenue and landscaped parkway were developed along eight miles through the community from San Antonio Heights at the base of the San Gabriel Mountains south to the Southern Pacific Railroad Tracks. The median was landscaped Pepper trees and Palm trees and the street and curb were made of granite cobble stones. Likewise, miles of cement pipes were laid to provide water to the town. Land in the community became available for purchase by November 1882. Settlers were given a provision of water that is proportional to their land acreage, an innovation in city planning that alleviated problems settlers faced elsewhere. By 1886, the Chaffey brothers sold their interest in Ontario to Charles Frankish and moved to Australia to develop similar planned community. Frankish expanded the town and formed the Ontario Land and Improvement Company. The Downtown Area of Ontario encompassing the PUD area developed as an extension of the original irrigation system and subdivision grid established by the Chaffey Brothers in 1881 (City of Ontario 2023a; City of Ontario 2013: 1; Arroyo Group 1998: 4).

In 1891, Ontario was incorporated as a city and adopted a City Council. The City's industry was primarily focused on agriculture and much of the area contained citrus groves. In addition to citrus, the harvest of peaches, walnuts, and grapes were prominent in Ontario (City of Ontario 2023a). The City's location included a gradual incline that provided the ideal landscape for gravity irrigation that supported the areas agricultural. As an Act of Congress of the Unites States, Ontario was declared the "Model Colony" in 1903 because of its high standard of urban development and innovative planning (City of Ontario 2023b).

5.9.1.1 Commercial Development

The majority of Ontario was agricultural during the late 1880s into the 1930s, when much of the city was undergoing large-scale residential, commercial, manufacturing and civic development. Commercial buildings from this period, such as the Old City Hall (built in 1937), Citizens Bank Block (built in 1895) and the Frankish Building (built in 1916), display the Period Revival styles such as the Italianate and Mediterranean style as well as brick commercial buildings (City of Ontario Planning Department 2012). The major commercial throughfares running east to west or north to south through the community were established to accommodate the infrastructure needs of a growing population and the inhabitants of the new single-family residential tracts, to the north, east and west of the downtown, constructed during the 1920s, to the 1940s.

Development of the city's downtown and the PUD area during the 1950s saw the construction of single-story Modern style commercial buildings or facade rehabilitation of existing storefronts to "modernize" the aesthetics in downtown in an attempt to compete with new low-rise strip commercial style centers

located outside of the downtown. Some of the former residential buildings constructed in the Victorian style were converted to commercial use. It was common that styles typical for residential buildings were used for the new construction of commercial buildings. Commercial buildings located near residential neighborhoods often exhibit a small scale, one-story height, a front yard setback, low-pitched roof, and large windows (City of Ontario 2013: 2).

5.9.1.2 Residential Development

Early residential development in Ontario began with the establishment of the Ontario Colony in 1881. After land became available for purchase in 1882, a purchaser would buy a lot within the tract and construct residences in whatever architectural style and size of their choosing. Often these rural residences were associated with agricultural property as well, and an electric railway along Euclid Avenue provided efficient travel between the scattered properties (City of Ontario 2023a; City of Ontario 2013: 1; City of Ontario 2005: 1).

After the Ontario Land and Improvement Company in 1886, the development of Victorian style large single-family residences occurred along Euclid Avenue, Holt Boulevard (A Street), and on Emporia Avenue (known as Developer's Row). During the early 1900s, small and large sized Victorian style homes were constructed in the neighborhoods located north and west of the project area. Soon the Craftsman style homes became the predominant style until 1920. The boom of the 1920s saw an increase in residential development further away from the downtown core as the oil, citrus, and tourism industries increased. During the Great Depression, homes were generally constructed with less decoration in a more modest style. Although jobs associated with construction funded by the WPA spurred population growth during the late 1930s, the 1940s saw a decline in construction until 1944 when the city's industry shifted to post-war production. Nearly 743 new residences were constructed by 1946 often in the Early Post War Tract, Minimal Traditional, and Ranch styles (City of Ontario 2013: 2).

By the 1950s, development of the city's downtown saw the demolition and replacement of many of the Victorian style residences along Euclid Avenue, the retail corridor. Some homes were converted to commercial uses while other were replaced with mid-century modern commercial buildings or relocated elsewhere in the city (City of Ontario 2013: 2). However, many of the historic Victorian and Craftsman homes located in the Downtown West neighborhood have been preserved and are present today.

5.9.2 Relevant Regulatory and Guidance Document References

The following section provides an overview of the relevant documents that are utilized by the City to determine findings related to the suitability of construction activities in the plan area. To ensure that any proposed project within the plan area involving new construction (infill), addition, alteration or demolition (full or partial), a Certificate of Appropriateness is required to ensure the preservation of the historic resource and any surrounding resources including their character defining features and integrity (see section 6.9.3.3 below). Additional reference documents and resources for historic preservation guidance are provide in **Section 8.1.**

5.9.2.1 Local Historic Preservation Ordinance

Ontario's Historic Preservation Program seeks to preserve and protect the significant architectural, historical, and cultural resources, which reflect Ontario's unique character and heritage. Planning staff along with the Historic Preservation (HP) Commission and the Historic Preservation Sub-Committee, who are appointed from the HP Commission, review all historic preservation applications, including proposed alterations to the exterior of historic buildings and alterations to public improvements, such as street trees that are located within Ontario's historic neighborhoods. The Historic Preservation Program implements the Historic Preservation Ordinance by processing Certificates of Appropriateness or Waivers for minor alterations, restoration, and rehabilitation, Landmark Designations for

local, state, and national registers, historic property evaluations, historic property surveys, and ensuring environmental compliance. The Program offers incentives for historic preservation such as the Mills Act Contract (Preservation Agreements), bronze plaques, the use of the California Historic Building Code, and the City Council hosted Model Colony Awards for historic resources within the City. Staff is currently preparing an Adaptive Reuse Ordinance (ARO) to further incentive preservation of historic buildings. Additionally, the City coordinates and collaborates with the local non-profit Ontario Heritage and other organizations to promote, inform, educate, and celebrate historic preservation and the program.

In 1983, a group of volunteer citizens, under the leadership of a qualified historic resource consultant, and funded by the State of California Office of Historic Preservation, surveyed nearly three thousand properties within the City that were at least fifty years of age at the time. Intensive level surveys and nominations were completed and submitted to the Office of Historic Preservation and the National Register of Historic Places for hundreds of properties thought to be historically eligible for designation. In 1991, the City Council had adopted the City's first Ordinance intended to preserve historic resources through identifying processes for nomination, designation and appropriate treatment for alterations and additions of historic resources. Through the mid-1990s, a few amendments to the Ordinance were approved which further developed the program. During the late 1990s, the Planning Commission was assigned the duties of the Historic Preservation Commission and the Planning Department allocated staff to the historic preservation program. During this period, the program grew at a rapid rate designating nearly 60 landmarks and 5 historic districts. Additional updates were made in 2001, 2003 and in 2015, with a comprehensive Development Code update dividing the Ordinance into 2 sections. The Ontario Development Code Chapters 4 and 7 establish the City's scope of historic preservation activities and is the primary body of local law relating to historic preservation. Division 7.01 includes the purpose and authority for historic preservation, and Division 4.02 includes criteria for local historic designation and procedures for the alteration or demolition of historic properties.

On August 7, 2001, the City became a Certified Local Government (No. 46) by the State of California. To date, there are approximately 69 local governments within the State of California that participate in the CLG program. Pursuant to the National Preservation Act of 1966 and as amended in 1980, the Certified Local Government (CLG) program encourages the preservation of cultural resources by promoting a partnership among local governments, the State of California Office of Historic Preservation (OHP), and the National Park Service. Becoming a CLG, through the development and implementation of the local historic preservation program which is based on federal (The Secretary of Interior Standards) and state standards, provides the local jurisdiction the tools, technical training, and more meaningful leadership roles in the preservation of the community's cultural heritage. The six (6) basic requirements to maintain certification are listed below:

1. Maintain a comprehensive local historic preservation plan that identifies the preservation mission, goals, and priorities of the local government.
2. Enforce appropriate local legislation for designation and protection of historic properties.
3. Establish and maintain an adequate and qualified historic preservation review commission and non-commissioned staff.
4. Maintain a system for the survey and inventory of historic properties.
5. Provide for adequate public participation in the local historic preservation program.
6. Review and recommendation of historic properties within the local jurisdiction to the National Register of Historic Places.

The State of California conducts the annual review from each period beginning October 1st and ending September 30th to ensure that each CLG continues to meet the minimal requirements for participation and is satisfactorily performing its responsibilities. Pursuant to the CLG requirements, the HP Program oversees reconnaissance and intensive level surveys and is responsible for maintaining a Historic Resource Inventory (HRI) which includes surveyed properties, potential, proposed, designated and eligible properties. Staff works directly with the Historic Preservation Subcommittee, who are the keepers of the Ontario Register of Historic Properties, to review surveys and determine levels of historic significance and eligibility to the Ontario Register.

5.9.2.2 Downtown Design Guidelines

The Downtown Design Guidelines (adopted in 1998) feature a set of architectural, graphic, and lighting design principles that provide guidance on rehabilitation of historic resources and makes recommendations on new infill construction that is located within the City's historic original downtown area. The Guidelines were prepared to recognize and enhance the character of downtown. The recommendations are grounded in best practices and are consistent with the Secretary of the Interior Standards for the Treatment of Historic Properties. Section 1. Concept Plan identifies seven element districts, including the Euclid Avenue median, Historic Retail District, Civic Center, Museum/Transit Center, Education center, Residential neighborhoods, and Neighborhood commercial, within the downtown area. The PUD area straddles the Historic Retail District and the Residential Neighborhoods areas defined in the guidelines, each of which are summarized below, and shown in **Figure 5-1**. The Guidelines should be referred to throughout project development.

5.9.2.2.1 Historic Retail District

Section 2A. Architectural Design Guidelines: Retail Districts, establishes three subdistricts within the Historic Retail District based on the ages of buildings in the subdistrict as they relate to major architectural development periods within the overall area:

1 **Historic Turn-of-the-Century Subdistrict** (1880s to 1910s),

2 **Historic 1920s -1940s Subdistrict**, and the

3 Historic 1950s Subdistrict

The section also establishes three categories of buildings that appear throughout the each of the subdistricts within the Historic Retail District, and specific guidelines that should be followed for the preservation, rehabilitation, and restoration of the buildings within each category:

- **Designated Buildings**: Presently Listed on the Ontario Historic Building List and maintain a high degree of historic integrity,
- **Significant Buildings**: Buildings constructed before 1950 for which historical development information is available. The original architectural features and elements of the building are intact but may be obscured by new additions, and
- **Context Buildings**: Buildings constructed before 1950 for which no historical development information is available and/or no original architectural features and elements remain.

For Designated and Significant Buildings within the Historic Retail District, the guidelines provide architectural design guidelines in the areas of design, materials, color, signage, and lighting.

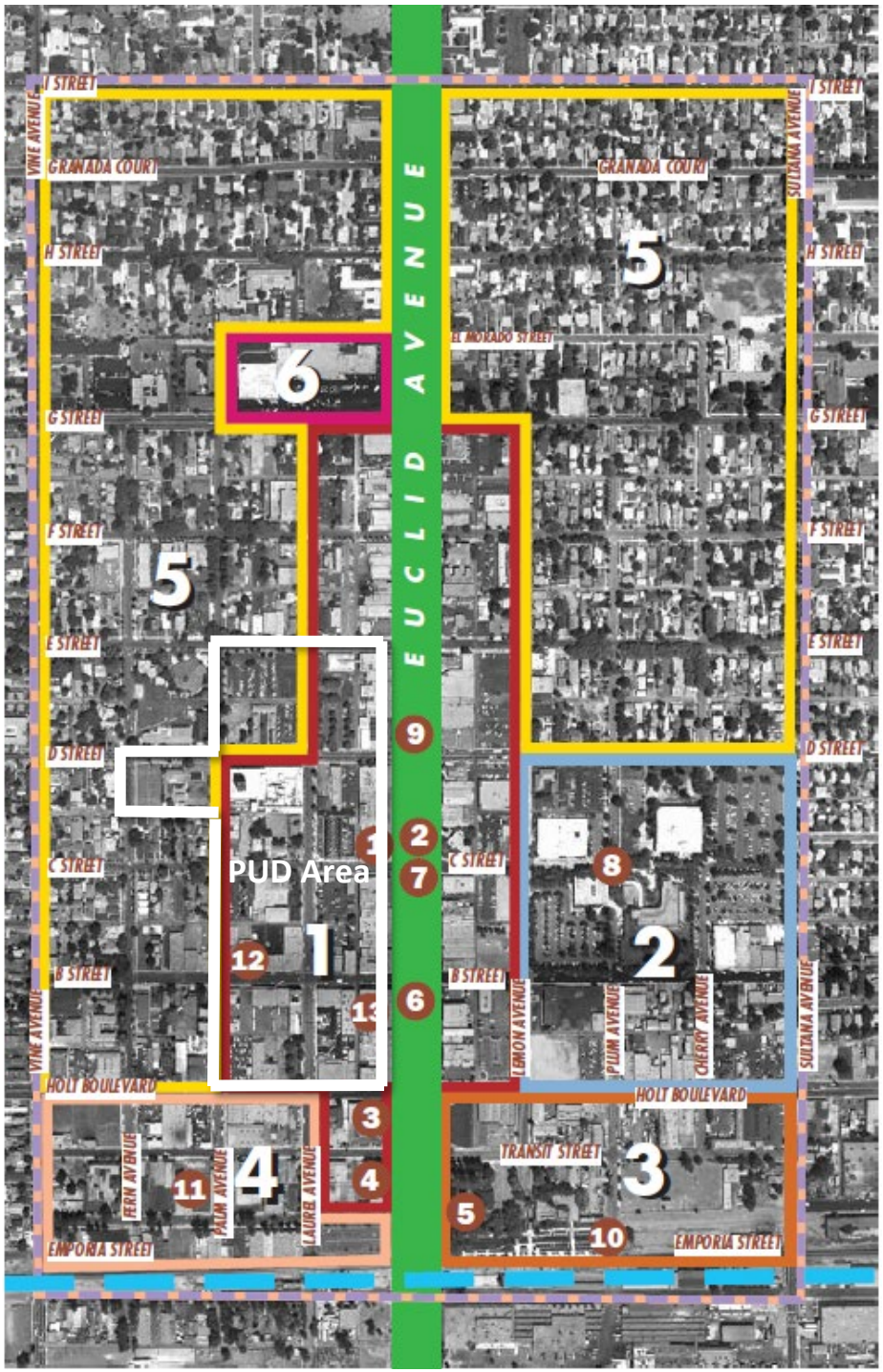
For Context Buildings and new infill construction within the Historic Retail District, the architectural design guidelines are discussed in terms of their associated subdistrict in the areas of building usage, massing, setbacks, storefront modulation, entrances, roof design, mechanical equipment, building elements, awnings, materials, and colors.

Additional guidelines are provided for projects related to alley walkways, mid-block pass-throughs in private structures, outdoor dining areas, adding leasable area to existing buildings in the historic retail area, and landscape design.

Figure 5-1: Downtown Ontario Design Guidelines Boundary







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5.9.2.2.2 Residential Neighborhoods

Section 4. Residential Design Guidelines establishes the process and objectives for residential properties within the residential neighborhoods in the guideline area. The section asserts that there are roughly 17 architectural styles present within the residential neighborhoods and no dominant style overall. The section provides general guidelines that pull from the Secretary of the Interior's Standards for Rehabilitation (see section 5.14.4.1 below) and are applicable for "additions, renovations, or restorations of all existing homes (154)" within the guideline area. The section also provides specific design guidelines for properties displaying the Craftsman Bungalow, Second Empire, Queen Anne, Colonial Revival, Tudor Revival, Wood Framed Farm or Grove House, Spanish Colonial Revival, and Mediterranean Revival architectural styles, and closes with guidance for non-historic and infill structures and landscape design guidelines.

5.9.2.3 Secretary of the Interior's Standards for the Treatment of Historic Properties

The Secretary of the Interior's Standards for the Treatment of Historic Properties (the Standards) are historic preservation principles which promote best practices for the treatment of historic properties. The Standards include four approaches for the treatment of historic properties – Preservation, Rehabilitation, Restoration, and Reconstruction – and the choice of which approach best suits a project is dependent on the historical significance, physical condition, proposed use, and the intended interpretation of the historic property. Each approach includes guidelines that assist with the application of the approach to a wide range of property types. The following section provides a brief description of each of the four approaches and their application as quoted from the Standards (NPS 2017:2-3):

> ***Preservation*** *is defined as the act or process of applying measures necessary to sustain the existing form, integrity, and materials of an historic property. Work, including preliminary measures to protect and stabilize the property, generally focuses upon the ongoing maintenance and repair of historic materials and features rather than extensive replacement and new construction. The limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a preservation project. However, new exterior additions are not within the scope of this treatment.* The Standards for Preservation require retention of the greatest amount of historic fabric along with the building's historic form.
>
> ***Rehabilitation*** *is defined as the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values.* The Rehabilitation Standards acknowledge the need to alter or add to a historic building to meet continuing or new uses while retaining the building's historic character.
>
> ***Restoration*** *is defined as the act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period. The limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a restoration project.* The Restoration Standards allow for the depiction of a building at a particular time in its history by preserving materials, features, finishes, and spaces from its period of significance and removing those from other periods.
>
> ***Reconstruction*** *is defined as the act or process of depicting, by means of new construction, the form, features, and detailing of a non-surviving site, landscape, building, structure, or object for the purpose of replicating its appearance at a specific period of time and in its historic location.*

The Reconstruction Standards establish a limited framework for recreating a vanished or non-surviving building with new materials, primarily for interpretive purposes.

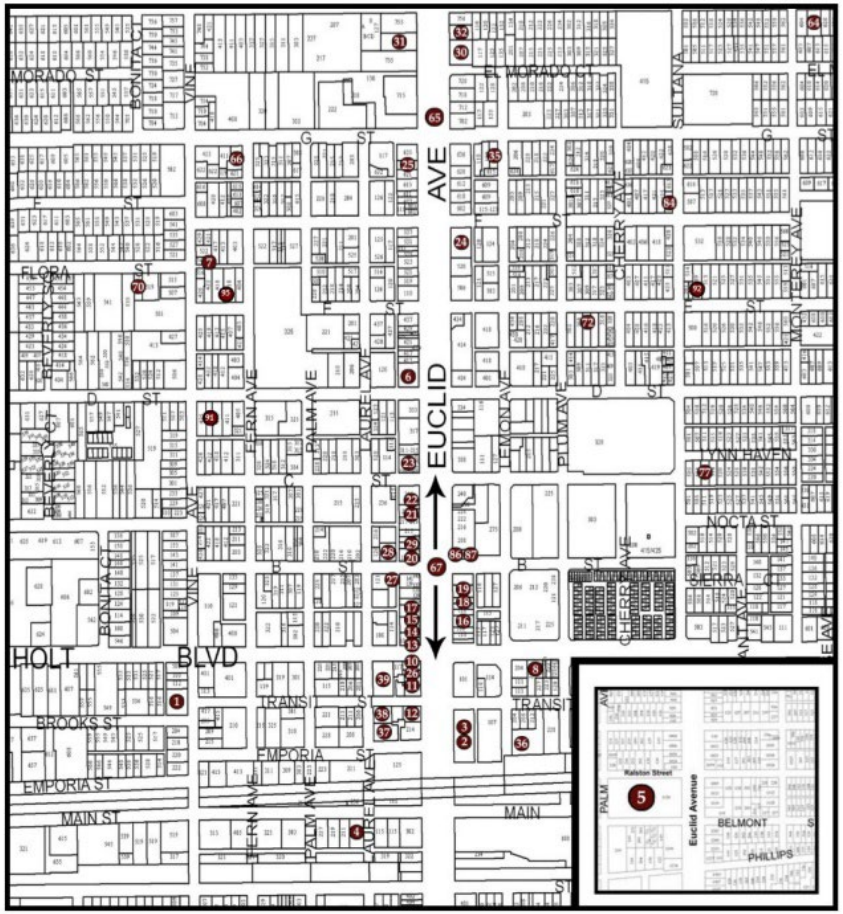
The selection of an appropriate treatment is dependent on the building's individual historic significance, character-defining features, and the proposed new use. The Standards encourage consideration of the building's level of significance (National, State, and/or Local level), existing physical condition, proposed new use, and code compliance needs when selecting an appropriate treatment approach (NPS 2017: 3).

5.9.3 Review of Resources in the PUD Area

5.9.3.1 Summary of Survey Activities and the Ontario Register of Historic Resources

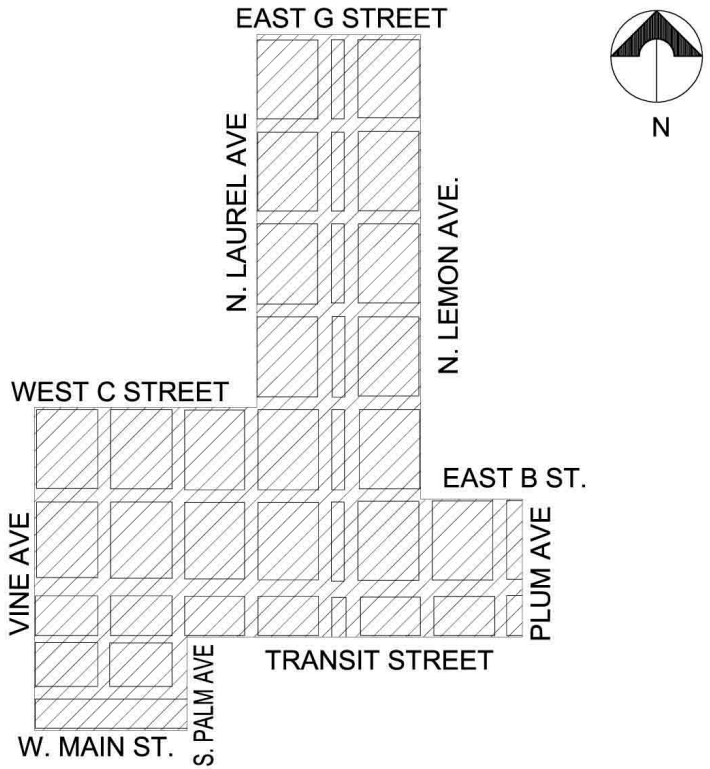
The State of California awarded a grant to fund a citywide survey between 1983 and 1984 to identify potentially historic resources located within the City. Between 1986 and 1987, the City of Ontario continued the survey efforts which resulted in documentation and evaluation of historic significance of nearly 3,000 properties, and the creation of Ontario's Historic Resource Inventory (HRI) in which 835 properties were formally listed. In 1991, the City retained Architectural Resources Group (ARG) to further analyze historic properties located within the downtown, a former Redevelopment Area, and recommend an improvement strategy to revitalize the area. Shortly thereafter, 65 local landmarks were designated. An additional survey was conducted in 2003 that updated information on buildings within the downtown. The City currently has 100 designated local landmarks, 14 of which are located within the downtown, 8 designated historic districts, 2 potential historic districts located in the downtown, 5 historic properties listed on the National Register of Historic Places and contains nearly 1,500 historic resources on the Ontario Register (HRI). See Figure 5-2 and the City of Ontario Historic Preservation Program for more details.

Figure 5-2: Historic Landmarks Map - South Section



The 2003 survey identified a potential district, District 3, that is associated with the core commercial development in the City. District 3 was divided into geographic regions, or subdistricts, that were identified as they were related to observed patterns of historic urban development, as shown in Figure 5-3. Two of these subdistricts overlap the plan area, District 3-A and 3-D. The overall district record describes the primary architectural character of District 3 as a commercial area where the predominant styles are, "Twentieth Century Vernacular Commercial. These buildings tend to be modest and pragmatic in style. They rarely exceed two-stories and primarily possess one-part commercial block façade compositions. Wood frames, brick, and masonry are the main materials used to construct the buildings. Some notable architectural styles include commercial buildings in an Art Moderne, International Style, Contemporary, and Googie Style."

Figure 5-3: District 3



5.9.3.2 List of Designated/Nominated/Eligible Historic Resources in the PUD Area as of 2023

As of November 2023, the PUD area contains the following designated, nominated, and eligible historic resources. In addition to the high concentration of historic and potentially historic resources within the PUD area, there are a number of properties that have reached 45 years of age since the last survey effort in 2003. The following map and table provides a list of the Designated (Purple), Nominated (Magenta), and Eligible (Pink) historic resources within the plan area, as well as the properties over 45 years of age that have not been previously surveyed (Green).

Figure 5-4: Historic Resources

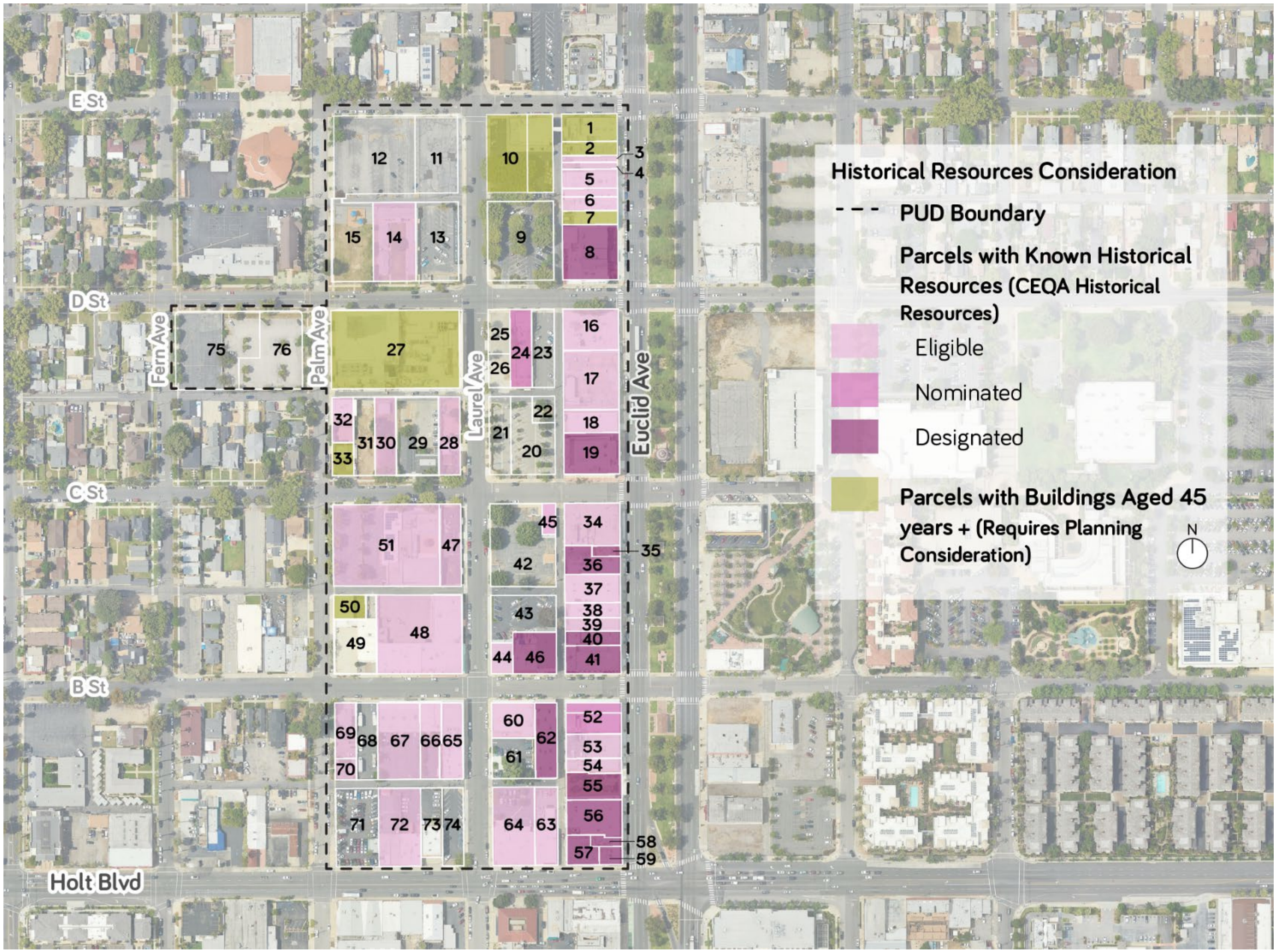


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Table 5-4: Historic Resources

	Address	Parcel Number	Current Use/ Description	Year Built	Architectural Style	Current Historic Status	Local Landmark Name
1	437 N. Euclid Ave.	104835403	Unicare Community Health Center	1967	-	Not Surveyed	
2	429 N. Euclid Ave.	104835404	Immigration Attorney	c.1948 (NETR)	-	Not Surveyed	
3	427 N. Euclid Ave.	104835405	Aktiva Nutrition	1946	Commercial	Eligible	
4	425 N. Euclid Ave.	104835406	Downtown Ontario Improvement Association	1948	Commercial	Eligible	
5	421 N. Euclid Ave.	104835407	Work Boot Warehouse	c. 1930	Commercial	Eligible	
6	417 and 419 N. Euclid Ave.	104835408, -09	Optometrist	c. 1950	Commercial	Eligible	
7	413 and 415 N. Euclid Ave.	104835410	Rogers Flower Shop and Barber Shop	c. 1930	-	Not Surveyed	
8	401 N. Euclid Ave.	104835411	Gloria's Cocina Mexicana	1937	Moderne	Designated Landmark	Ontario Laundry Co.
10	123 W. E St. and 420 N. Laurel Ave.	104835401,-02, 104835413	Unicare Community Health Center, Parking	c. 1960		Not Surveyed	
14	210-220 W. D St.	104835309	Multiple-family residential	1946	Minimal Traditional	Eligible	
16	331 and 333 N. Euclid Ave.	104856604	U.S. Bank Branch	1965	-	Eligible	
17	317 N. Euclid	104856605	Treasure Banquet Hall	1950		Eligible	

	Address	Parcel Number	Current Use/ Description	Year Built	Architectural Style	Current Historic Status	Local Landmark Name
18	311, 313, 315 N. Euclid Ave.	104856606	Cancha Verde/Strum Brewing	c. 1931	Brick Commercial	Eligible	
19	108 W. C St.. 301/303 N. Euclid	104856607	Emmon's Building/ Granada Theater	1926	Moderne/Art Deco	Designated Landmark	Emmon's Building (Granada Theater)
24	(123 W. D St) 121 W. D St.	104856602	Associated Telephone Company Building	1936	Art Deco	Nominated	
27	211 W. D St./ 207 W. D St.	104856113	Frontier Communications	c.1959 (NETR)	-	Not Surveyed	
28	303-305 and 311-315 N. Laurel Ave.	104856107	Multiple-family residential	c. 1920	Craftsman Bungalow	Eligible	
30	218 W. C St.	104856109	Single Family residence	1908	Craftsman Bungalow	Eligible	
32	312 N. Palm Ave.	104856112	Single Family residence and commercial building	1920	Minimal Traditional	Eligible	
33	228 W. C St.	104856111	Superior Justice Law Group	1955	-	Not Surveyed	
34	245 N. Euclid Ave.	104856503	Valley Dept Store	1950	Mid-Century Modern	Eligible	
35	233 N. Euclid Ave. 223 N. Euclid Ave. 235 N Euclid Ave.	104856504	The Golden Web Boutique store	1916	Brick Commercial (Mediterranean Revival)	Designated Landmark	People's Mutual Building and Loan
36	231 N. Euclid Av.	104856505	Unique Café	1904	Brick Commercial	Designated Landmark	Masonic Hall

	Address	Parcel Number	Current Use/ Description	Year Built	Architectural Style	Current Historic Status	Local Landmark Name
37	219 N. Euclid Ave.	104856506	Herradura De Oro	1948	Colonial Revival	Eligible	
38	215 N. Euclid Ave.	104856507	Newsboy books	1946	Brick Commercial	Eligible	
39	211 N. Euclid Ave.	104856508	Euclid Family Dentistry	c.1925	Brick Commercial	Eligible	
40	207 N. Euclid Ave.	104856509	Vacant Commercial Building	1910	Brick Commercial	Designated Landmark	W.W. Smith Grocery
41	106 W. B St. 203 N. Euclid Ave.	104856510	Furniture Dreams (Residential on second floor)	1908	Brick Commercial	Designated Landmark	Ostran's Department Store
44	126 W. B St.	104856512	Beautiful Smiles Ontario	1906	Brick Commercial	Eligible	
45	108 W. C St. 115 W St.	104856502	Vacant Bank	1936	Brick Commercial	Eligible	
46	120 W. B St. 112 W. B St.	104856511	Nightmare on B Street/ Dance Studio/ Odd fellows - Eligible (Aria Kabob, Electric Beauty Salon - Historic LL)	1922	Commercial	Designated Landmark	Intl Order of Odd Felows (I.O.O.F)
47	223, 225, 229, 235 N. Laurel Ave.	104856202	Centro Legal De Accidentes & Cedar Pointe Chiropractic	1947	Minimal Traditional	Eligible	
48	206 ,208, 210, 214, 216, 218, 220 W. B St./ 205, 207, 209, 211, 213, 215 N Laurel Ave	104856203	Multiple shops including barber, Fitness, beauty	1947	Commercial	Eligible	

	Address	Parcel Number	Current Use/ Description	Year Built	Architectural Style	Current Historic Status	Local Landmark Name
50	212, 214, 216, 218 N. Palm Ave.	104856206	Small shops (Tax services and fitness)	1957	-	Surveyed	
51	215 W. C St.	104856201	Great Commission Church International (Christian Church)	1948 (additions 1955,1959,1966	Mid-Century Modern	Eligible	
52	137, 139, 143, 141 N. Euclid Ave. and 105 W. B St.	104856403	Old Gemmel's Pharmacy	1889	Brick Commercial	Nominated	
53	129 and133 N. Euclid Ave.	104856404	DolEx Financial Services	c. 1907	Brick Commercial	Eligible	
54	125 N. Euclid Ave.	104856405	Bravo's Store	1910	Brick Commercial	Eligible	Friend Block / O.O.F. Sommerest Hall/ People's Store
55	121 and 123 N. Euclid Ave.	104856406	Demolished - Vacant	1894	Commercial	Designated Landmark	Friend Block / O.O.F. Sommerest Hall/ People's Store
56	105, 109, 111, 115, 117 N. Euclid Av.	104856407	Verizon, Bally Spa, Night club, Motorcycle run	1889	Commercial	Designated Landmark	Rose Block
57	104,108, 110 & 112 W. Holt Blvd.	104856410	Botanica, Sabor Honduren, Beauty and Barber	1895	Commercial	Designated Landmark	Citizens Bank Block
58	105 N. Euclid Av.	104856408	Xolos Birria	1888	Brick Commercial	Designated Landmark	Holbrook Block

	Address	Parcel Number	Current Use/ Description	Year Built	Architectural Style	Current Historic Status	Local Landmark Name
59	101 N. Euclid Av.	104856409	T Mobile	1895	Commercial	Designated Landmark	Citizens Bank Block
60	121, 123, 125,127 W. B St	104856401	B St. Professional Bldg.; Document Preparation Services Inc., Logan's Candies, Isaprint,	c. 1930		Eligible	
62	115 W. B St.. 117 & 119 W. B St..	104856402	Income Tax office and residential upper floor	1922	Brick Commercial	Designated Landmark	Ontario Herald Building
63	114, 116, 118 W. Holt Blvd	104856411	Pirate staffing, Ontario Boxing Club	c. 1915	Brick Commercial	Eligible	
64	108 N. Laurel Ave./ 120, 122, 124, 126 W. Holt Blvd.	104856412	Jobs, Insurance, Pawnshop, paved parking	C 1910 (addition c. 1950)	Brick Commercial	Eligible	
65	203 W. B St./ 123, 127, 129 N. Laurel Ave	104856313	Body X Beauty, Pet grooming, Spa, Karate	1922 (retail commercial addition c. 1940)	Brick Commercial	Eligible	
66	207 W. B St.	104856312	Iglesia Fuente and paved parking	1949	Commercial	Eligible	
67	211, 213, 215, 217 W. B St.	104856303	Majestic Trophy, Boxing Club, Mary Kay, office	1953	Commercial	Eligible	

	Address	Parcel Number	Current Use/ Description	Year Built	Architectural Style	Current Historic Status	Local Landmark Name
69	225-227-229 W. B St. and 128-130 N Palm Ave	104856301	Evc Insurance & Services and the Vault Barbershop and Home	c. 1915 (commercial additions c. 1950)	Vernacular wood frame	Eligible	
70	120 N. Palm Ave.	104856311	House	c. 1915	Craftsman Bungalow	Eligible	
72	210, 212, 214, 216, 218 W. Holt Blvd.	104856308	Eagles Aere and Sams Liquor	1920	Brick Commercial	Eligible	

5.9.4 Historic Preservation - Certificates of Appropriateness and Demolition

To ensure that a proposed project involving new construction (infill), addition, alteration or demolition (full or partial) of a historic resource protects the historic character and integrity of the resource and any surrounding resources, an application for a Historic Preservation - Certificate of Appropriateness must be filed pursuant to section *4.02.050: Historic Preservation—Certificates of Appropriateness and Demolition of Historic Resources* of the Development Code. Issuance of a Waiver by the Planning Director or a Certificate of Appropriateness approved by the Historic Preservation Subcommittee or the Historic Preservation Commission shall be required for projects involving any of the following (4.02.050:B.2):

- Alteration, addition, restoration, rehabilitation, remodeling, relocation, repainting, and/or resurfacing of an historic resource.
- For any work to the exterior of any noncontributing historic resource located within the PUD area.
- Infill development within the PUD area; and
- Any demolition, whether in whole or in part, of a historic resource or a noncontributor within the PUD area.

The following findings need to be met for the Historic Preservation-Certificate of Appropriateness application to be acted upon (4.02.050:D.1):

- The proposed alteration, restoration, relocation, or construction will not detrimentally change, destroy or adversely affect any significant architectural feature of the resource;
- The proposed alteration, restoration, relocation, or construction will not detrimentally change, destroy or adversely affect the historic character or value of the resource;
- The proposed alteration, restoration, relocation, or construction will be compatible with the exterior character-defining features of the historic resource; and
- The proposed alteration, restoration, relocation, or construction will not adversely affect or detract from the character of the historic district.

The following findings need to be met for the Historic Preservation-Certificate of Appropriateness and Demolition application to be acted upon (4.02.050:D.2):

- The proposed demolition is necessary because all efforts to restore, rehabilitate, and/or relocate the resource have been exhausted;
- The proposed demolition is necessary because restoration/rehabilitation is not practical because the extensive alterations required would render the resource not worthy of preservation;
- The proposed demolition is necessary because failure to demolish the resource would adversely affect or detract from the character of the District; and
- The resource proposed to be demolished has been assigned a Tier III designation.

For approval of a Historic Preservation-Certificate of Appropriateness related to infill development within the PUD area, the following infill guidelines need to be incorporated into the design of all new buildings and structures (4.02.050:G.2; 4.02.050:I.1-4):

- New buildings, structures, or improvements constructed shall be designed to be compatible with the architectural style, features, and historic character of the properties within the PUD plan area.
- New buildings shall be compatible with the original style of the contributing buildings within the PUD plan area. The design of the new buildings shall therefore incorporate the following considerations:
    - The design features and details of contributing structures;
    - The height, width, and length of the new construction shall be consistent with the original characteristic of the contributing structures; and
    - The exterior materials and treatment shall be similar to the contributing structures.
- New buildings, structures, and/or improvements constructed on a historic property shall be designed to be compatible with the architectural style and features of contributing historic buildings and/or structures located on the historic property; and
- New buildings/structures shall be compatible with the original architectural style of the contributing historic buildings on the historic property. The design of the new construction shall incorporate the following considerations:
    - The design shall incorporate the design features and details of the historic structure;
    - The height, width, and length of the new building shall be consistent with the original characteristic of the historic building; and
    - The exterior materials and treatment shall be similar to the historic building.

5.9.5 Historic Architectural Guidelines

Section *7.01.065: Guidelines for the Treatment of Historic Properties* of the Development Code, which are supported by the Secretary of the Interior Standards for the Treatment of Historic Properties (Standards), is intended to provide appropriate design solutions that avoid adverse impacts to historic resources located within the PUD area. The guidelines provided in Section 7.01.065 of the Development Code should be used for any project in the PUD area.

To recognize and protect the historic significance of an architectural resource, it is important to understand the physical characteristics that are associated with various architectural styles to ensure that appropriate treatment approaches are used during any project involving a historic building, or when developing new buildings on or adjacent to a historic property. The City maintains a list of architectural styles with corresponding descriptions of the features that define each style on the Historic Preservation Program website. See the References and Resources at the end of this section for information on accessing the architectural style list.

New development that promotes context-sensitive and complementary buildings relative to the existing range of historic architectural buildings in Downtown West can help to create a cohesive district. Representative examples of existing historic buildings and their architectural styles in Downtown West and their associated characteristics are included below and on the following pages to help guide developers and architects in understanding the architectural styles and specific features present in the PUD area. While this is not an exhaustive list of the architectural styles present within the PUD area, the architectural styles referenced in the following pages constitute the primary styles present in the PUD area. To promote a cohesive district, new infill in the PUD area should use materials that are appropriate for and found within the district, such as glass, metal, siding, and brick.

Best practices for historic preservation propose that the architecture of new buildings and additions should not exactly replicate historic architectural styles, but rather be obviously differentiated while harmonizing with the scale, rhythm, and character of historic predecessors. Adjacent new construction, if it is not related to the property, should include clear differentiation. In addition, new construction should incorporate appropriate massing, scale, and buffers when located adjacent to a historic resource. Buffers may include setbacks and upper story stepbacks, for example. If construction is physically attached or located on a historic property, it should be reviewed for conformance with the Secretary of Interior's Standards.

MODERNE


Tower
Horizontal Orientation with Horizontal Grooves in Walls
Grouped Windows Create Strong Horizontal Lines
Flat Roof with Coping
Asymmetrical Facade
Smooth Stucco Wall Surface
Curved Wall with Window that Turns a Corner
Gloria's
Gloria's

ART DECO


Sharp "hard edge" corners
Smooth wall surface
Carved, fluted details on facade and pilasters
Vertical emphasis displayed through vertical roof projections
Flat roof with coping
"Setbacks" in the facade
Grouped windows draw eye up and emphasize verticality

CRAFTSMAN BUNGALOW



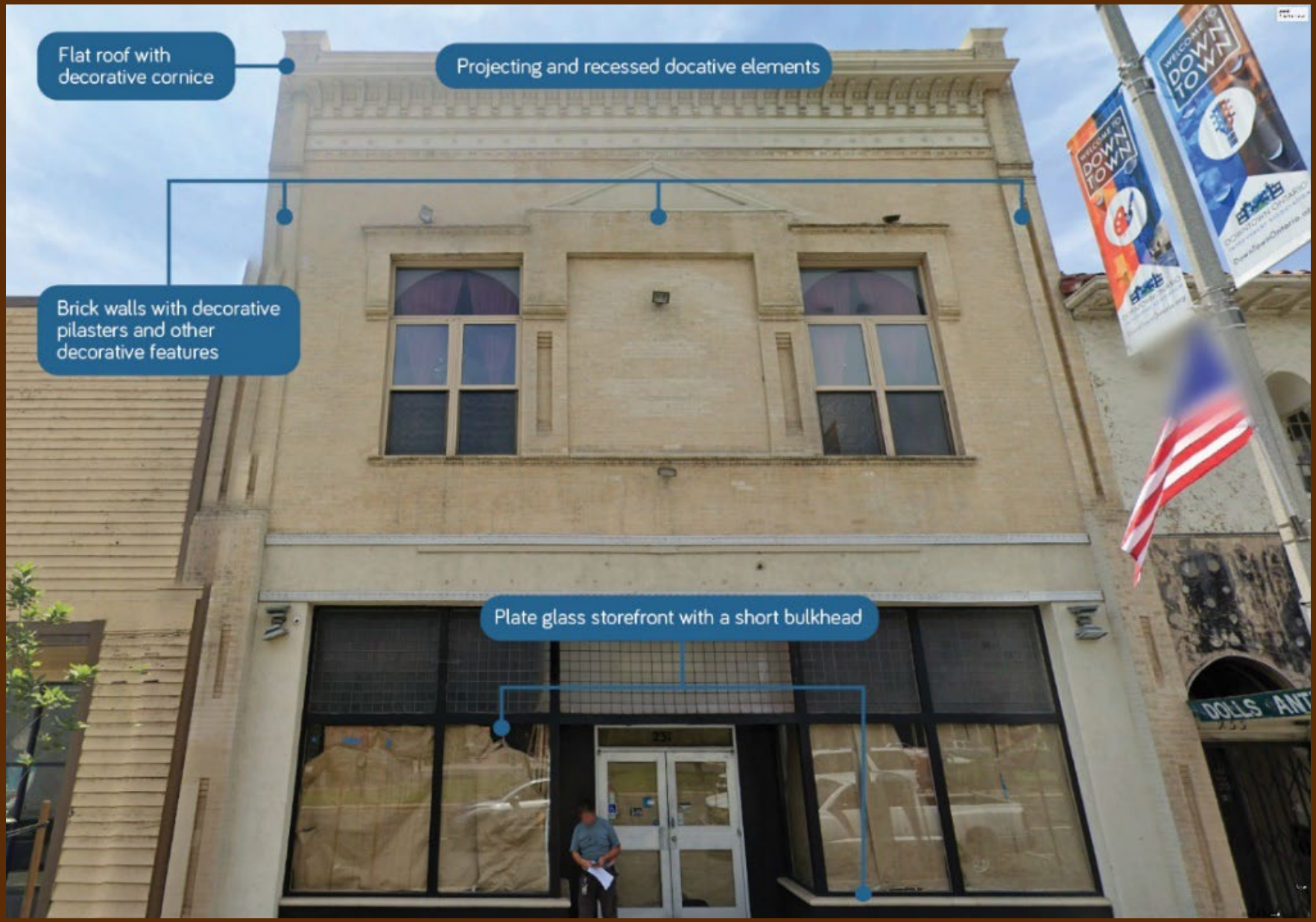
MINIMAL TRADITIONAL



BRICK COMMERCIAL



BRICK COMMERCIAL



BRICK COMMERCIAL



5.10 Public Art

As the City of Ontario continues to define itself as a desirable destination, the arts have taken on a greater role in enriching the lives of residents and enhancing the visitor experience. Public art may serve to delight and surprise, reflect upon the natural world, explore local history, express identity, or celebrate the contributions of important citizens. Ontario's vision is to expand this dialogue and interaction through site-specific, distinctive landmarks designed by professional artists. With this in mind, in 2022 the City established a new Public Art Program for private and civic development under Title 5 Chapter 33 of the Ontario Municipal Code. For a public art program to be successful, careful consideration must be given to the selection of artists and artwork concepts, materials, locations, and length of display. While the following typologies and applications listed below are intended for the PUD, planning will ultimately be governed by a comprehensive citywide master planning effort which will equitably address all regions and be developed in consultation with the Department of Museum, Arts & Culture's staff and the Public Art Advisory Commission.

5.10.1 Landmark Sculptures

Iconic and permanent large-scale outdoor works become inextricably linked with a district or city, and, over time, serve as enduring and cherished landmarks that are immediately recognizable. Portals, parklets, plazas and medians warrant special consideration as prime locations. Lighting helps showcase the artwork, while also making the space appear larger, safer, and more welcoming. Lighting can also serve as an integral part of the sculpture to captivate pedestrians in evening hours.



Cliff Garten. Zuckerberg Medical Center.



Ralph Helmick. Pasadena.



David Byrne. NYC.

5.10.2 Murals

Murals add immediate vibrancy and vitality to facades, setbacks, and blank walls. While murals may appear relatively easy and inexpensive to commission, careful planning needs to be in place in property-owner agreements, site selection, surface preparation, material quality, maintenance responsibilities, and the level of security in vulnerable areas such as alleys. Murals may be painted directly on to a surface or mounted on panels, or fabricated from tile or mosaic, depending on anticipated length of display.

5.10.3 Streetscape Amenities

Artists bring a unique and original perspective to design. The City can take advantage of this expertise and talent to beautify and energize the pedestrian environment through artist-designed enhancements to functional furnishings such as bike racks, bollards, benches, street poles and transit shelters.

5.10.4 Private Development

Artists bring a unique and original perspective to design. The City can take advantage of this expertise and talent to beautify and energize the pedestrian environment through artist-designed enhancements to functional furnishings such as bike racks, bollards, benches, street poles and transit shelters.

5.10.5 Temporary Programming

Artists bring a unique and original perspective to design. The City can take advantage of this expertise and talent to beautify and energize the pedestrian environment through artist-designed enhancements to functional furnishings such as bike racks, bollards, benches, street poles and transit shelters.



Chris Burden. *LACMA*.



Sonia Romero. MacArthur Park.



Deborah Ashheim. San Francisco.



Sonia Romero. Grand Park.

6 Public Realm Standards and Guidelines

6.1 Overview

Chapter 6 provides standards and guidelines for the public realm aimed at improving the sidewalk experience for all users. The public realm is defined as any publicly owned space, including streets, sidewalks, passageways, plazas, and other spaces that are accessible by everyone. An accessible, comfortable, and well-designed public realm is a crucial component to creating a sense of place, encouraging new development, and supporting the community.

This section will cover the following:

- Design standards for sidewalk clearance and outdoor dining to ensure that the sidewalk space throughout the PUD area can properly accommodate the multiple and simultaneous uses.
- Design guidelines for street furniture, pedestrian connections, signage and wayfinding, street trees, and parkways.





6.2 Design Standards

6.2.1 Sidewalk Clearance

1. **Minimum Sidewalk Clear Area.** A minimum clear area shall be maintained for pedestrian circulation within the public sidewalk zone. This minimum clear area may be reduced to 4 feet in width adjacent to City-approved outdoor dining facilities or tree grates per review authority. Exceptions include:

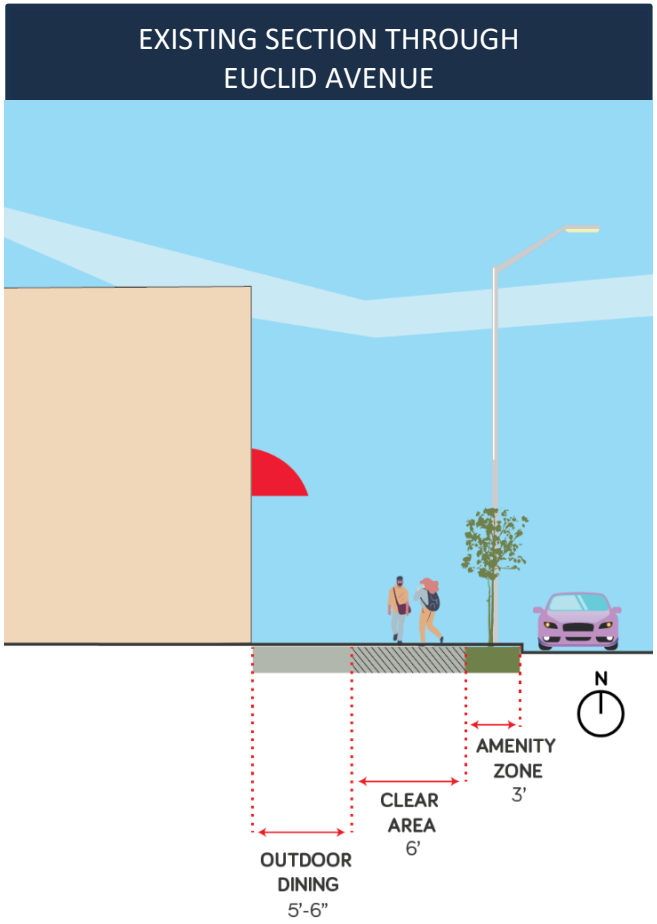
    a. **Euclid Avenue.** A minimum clear area of 6 feet shall be maintained for pedestrian movement.

    b. **B Street.** A minimum clear area of 4 feet on the southside of B Street shall be maintained for pedestrian movement.

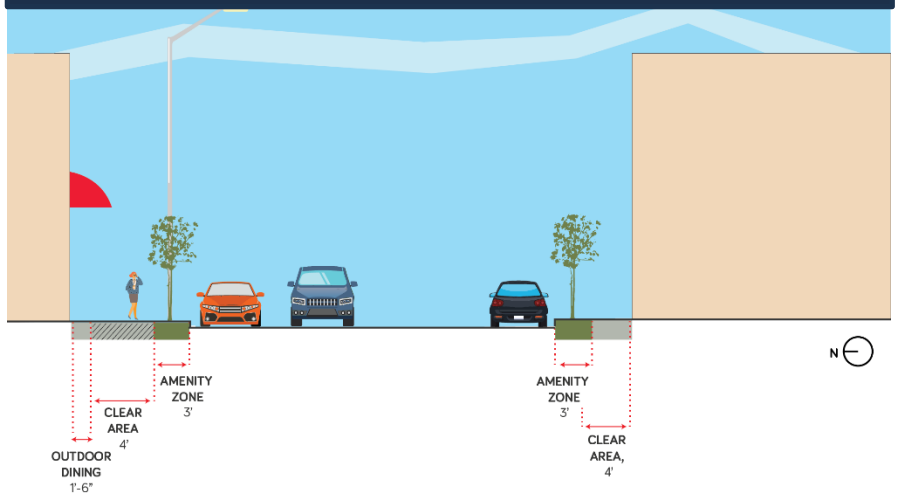
    c. **Laurel Avenue.** A minimum clear area of 5 feet shall be maintained for pedestrian movement.

    d. **Holt Boulevard.** A minimum clear area of 6 feet shall be maintained for pedestrian movement.

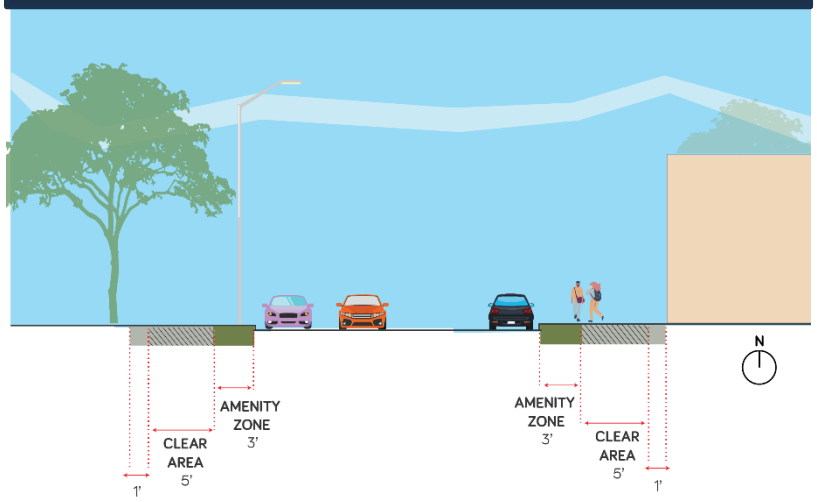
    e. **The Alley** A minimum clear area of 5 feet shall be maintained for pedestrian movement.



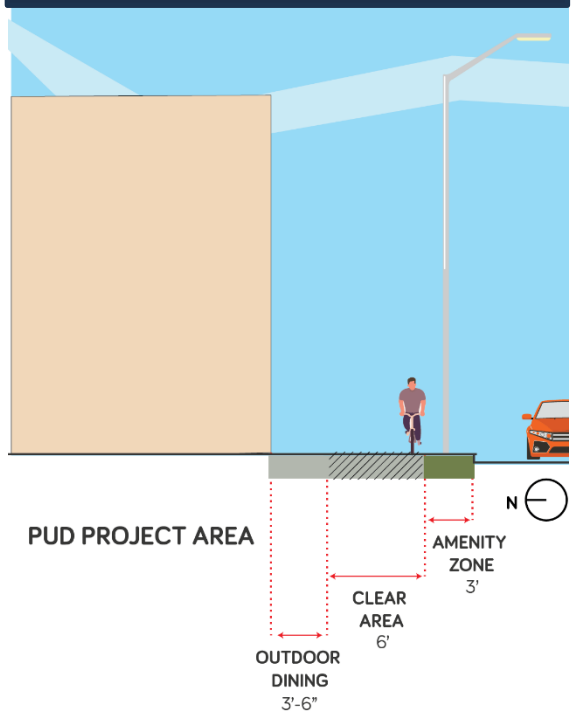
EXISTING SECTION THROUGH B STREET



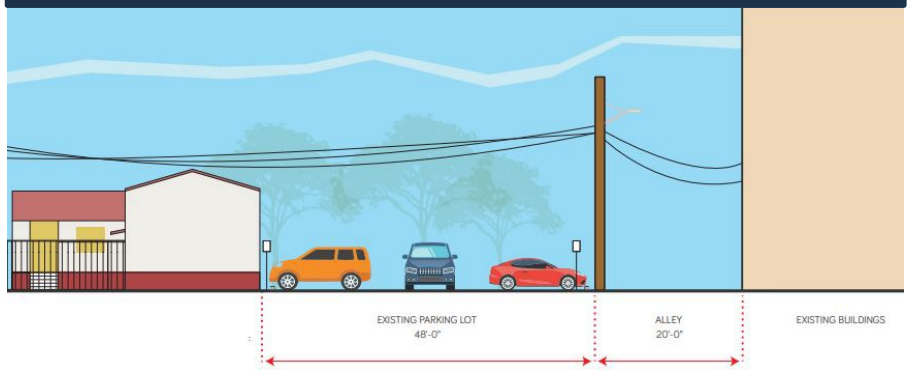
EXISTING SECTION THROUGH LAUREL AVENUE



EXISTING SECTION THROUGH HOLT BOULEVARD



EXISTING SECTION THROUGH THE ALLEY LOOKING NORTH TOWARDS D STREET



6.2.2 Outdoor Dining

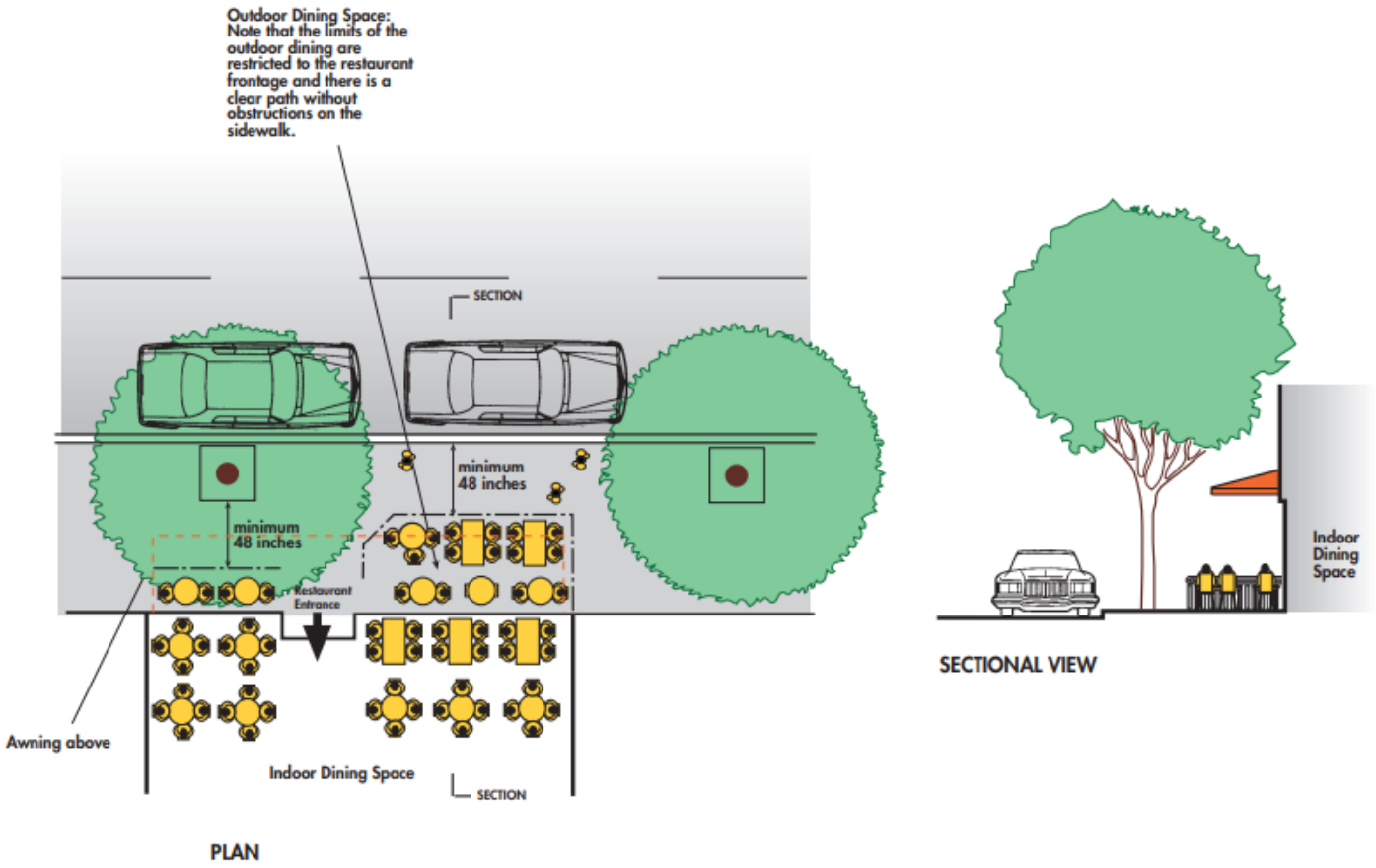
1. **Outdoor Dining.** Outdoor Dining areas adjacent to a street level eating or drinking establishment along any street frontage will require a permit to ensure sidewalk clearance and ADA requirements. Any such areas shall be designed in accordance with the provisions set forth in **Section 2A.7 of the Downtown Ontario Design Guidelines,** plus any additional features that may be required as part of a Conditional Use Permit for on-sale alcoholic beverages. Typical layout of outdoor sidewalk dining space is shown in Figure 6-1 from the Downtown Ontario Design Guidelines.

Outdoor Dining to Promote a Vibrant Euclid Avenue

Outdoor dining along Euclid Avenue is encouraged to promote a vibrant street. Outdoor dining along the sidewalk contributes to an active public realm with "eyes on the street" throughout the day. Providing a clear area on any public sidewalk is critical to ensuring that pedestrian movement is maintained, while allowing sidewalk dining and other uses on the sidewalk, such as street trees, benches, and other amenities.



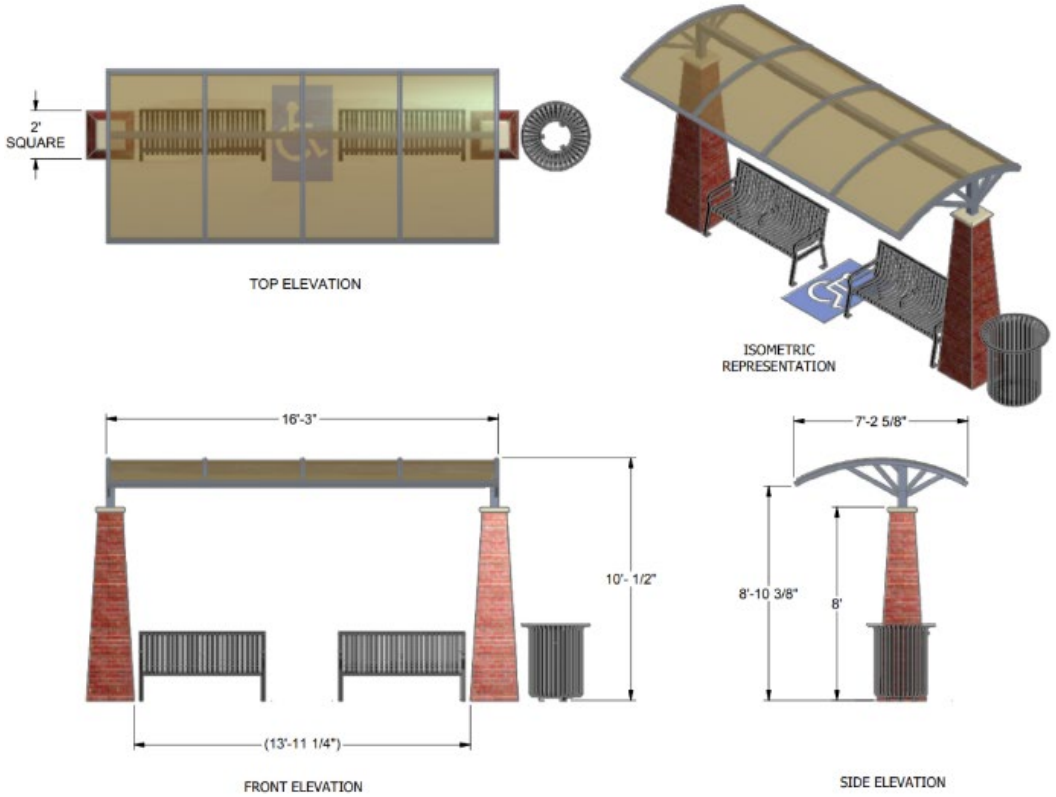
Figure 6-1: Typical Layout of Outdoor Sidewalk Dining Space (Downtown Design Guidelines)



Source: Downtown Design Guidelines

6.3 Design Guidelines

6.3.1 Street Furniture



1. **Street Furniture.** Incorporate a high level of street furniture including lighting, bus shelters, benches, tree grates, bike racks, and trash receptables.

    a. **Location.** The selection of appropriate elements should consider those streets with the heaviest foot traffic, such as Euclid Avenue, Holt Avenue and B Street, as well as existing sidewalk widths, size and spacing of trees, proximity to store entrances, etc.

    b. **Identity.** Street furniture should reflect the special character and theme of downtown Ontario to create a district identity. The use of repetitive materials and textures will create a rhythm and consistency that will bring continuity to the Districts and Blocks within the PUD area. Bus shelter furniture shall be constructed with decorative brick,.

    c. **ADA.** All street furniture shall comply with American with Disabilities Act of 1990.

    d. **Lighting.** Incorporate pedestrian-scaled lighting fixtures that emit a warm light along the streets and sidewalks; the sidewalks should be well-lit.

        i. **Euclid Avenue.** A combination of standard concrete and “King” standard post-top streetlights (Standard Drawing #5103) with LED lamps should be placed within the public sidewalk zone.

        ii. **Holt Boulevard.** A “King” standard post-top streetlights with LED lamps should be placed within the public sidewalk zone.

        iii. **Local Streets.** King standard post-top lights should be placed within the public sidewalk zone.

    e. **Glare.** Direct lighting along sidewalks and pedestrian pathways to produce a minimal glare.



i. All post-top lamps should incorporate shielding within the luminaire and/or globe to prevent glare into upper-level residential windows.

f. **Overhead Lighting.** Provide a minimum clearance height as required by City Services and the Fire Department for overhead lighting above local streets, such as B Street and The Alley to accommodate commercial trucks, service and maintenance vehicles, and emergency vehicles.

g. **Furniture Requirements.**

i. Benches should have arms and backs.

ii. A powder-coated, dark finish should be applied to all fixtures and furniture.

iii. Bollards may be placed at entrances to bicycle/pedestrian pathways and where controlled emergency, or maintenance access is required or desired. A bottom locking mechanism shall be provided to enable easy removal by authorized City personnel.

iv. Litter receptacles should have a fixed top.

v. Design of bus stop benches and shelters should satisfy the criteria specified by the City and local transit agency (currently Omnitrans).

vi. Bike racks should be located adjacent to parking areas or bicycle/pedestrian pathways.



Street Benches



Trash Receptacles

Street furniture in the PUD area is intended to match those identified in the Downtown Civic Center Planned Unit Development, shown at left, to create a consistent streetscape identity along the west and east sides of Euclid Avenue

6.3.2 Pedestrian Connections

1. **Pedestrian Pathways**. Regard sidewalks and paseos as unifying elements throughout the PUD area. Design and locate enhanced pathways and connections to promote walkability within Downtown.

2. **Euclid Avenue Pedestrian Paseos.** Provide mid-block paseos, where appropriate for clear and comfortable pedestrian circulation between Euclid Avenue and The Alley. Provide mid-block paseos and connections between Euclid Avenue to public outdoor spaces and public parking garages. See **Section 5.6.2** for required paseo dimensions.

3. **Traffic Calming.** Where applicable, implement traffic calming measures throughout the PUD area, including bulb-outs, enhanced crosswalks, and others to facilitate safe and comfortable pedestrian connections.



6.3.3 Public Realm Signage and Wayfinding

1. **The Alley Gateways.** Points of entry to the alley should include gateway elements or signage to create a sense of "welcoming" and wayfinding into the space.

2. **Signage.** Utilize signage and/or environmental graphics to aid in pedestrian orientation and wayfinding.

Signs and Wayfinding in the Public Realm to Promote Identity

Signs and wayfinding within the public realm can provide many functions in a downtown area and can be oriented for pedestrians or vehicles. The types that are encouraged for the PUD area include district markers, banners, monument signage, pedestrian signage (eye level or on the ground), important places, such as historic or cultural resources, and alleys. Themes for signs and wayfinding in the public realm should be aligned with the Downtown Ontario Design Guideline's Historic Preservation Retail Subdistrict for the PUD area.









6.3.4 Parkways and Street Trees

1. **Parkways and Street Trees.** Parkways and street trees in the PUD area are subject to the City of Ontario Landscape Development Guidelines, the Master Street Tree Plan, and the City of Ontario Development Code. Tree plantings and design, such as tree sizes, irrigation methods, and tree wells require flexibility in the PUD area.

    a. **Euclid Avenue and Laurel Avenue Street Trees.** Appropriate street tree species and recommended sizes for Euclid Avenue is provided in **Table 6-1.**

Table 6-1: Recommended Street Trees in the PUD Area

Botanical Name	Common Name	Recommended Size	Comments
Euclid Avenue			
Brachychiton Populneus	Bottle Tree	24” Box	Standard
Pinus Elderica	Afghan Pine	24” Box	Standard
Laurel Avenue			
Eucalyptus Torquata	Coral Gum	24” Box	Standard

Importance of Street Trees and Parkways

Street trees and parkways are important components of the public realm, and help to contribute to shade, a sense of place, and overall pedestrian comfort. The consistent use of tree species, size, and spacing along a street can help to create a pleasant rhythm and identify for an area. Species choices should consider access to both shade and sun along sidewalks.



7 Administration and Implementation

7.1 Development Code

Any terms not defined herein and any issues affecting the design and development of Projects in the PUD area that not specifically addressed in this PUD shall be governed by the provisions of the Ontario Development Code and the City's Standard Conditions of Approval Resolution No. R2017-027 for development.

7.2 Development Applications

Development Plan approval, pursuant to the requirements of Ontario Development Code Section 4.02.025 (Development Plans), shall be required for any Project that entails the physical alteration of any lot, construction of a building, or addition or significant alteration of an existing building in the PUD area as required by the Ontario Development Code. For each Project, a Development Plan application shall be submitted to the Planning Department on a City application form pursuant to the requirements of Ontario Development Code Division 2.02 (Application Filing and Processing), commencing with Subsection B (Discretionary Permits and Actions) of Section 2.02.015 (Application Processing Procedures).

7.3 Certificate of Appropriateness

To ensure proper implementation of the historic resource preservation and mitigation measures established in the Mitigated Negative Declaration for the PUD, an application for a Certificate of Appropriateness ("C of A") shall be submitted and approved in conjunction with each private or public improvement in the PUD area. Application requirements and required findings for approval of a C of A are pursuant to Section 4.02.050 (Historic Preservation—Certificates of Appropriateness and Demolition of Historic Resources) of the Ontario Development Code.

7.4 Exceptions

Deviation from the development standards set forth in this PUD document may be granted up to a maximum of 10 percent by the Zoning Administrator. Any deviation that is greater than 10 percent shall require an amendment to this PUD.

7.5 CEQA Compliance

The Downtown West PUD Mitigated Negative Declaration was prepared in coordination with the City and in compliance with the City's Guidelines for the Implementation of the "California Environmental Quality Act (CEQA)" (See Appendix B). In 2022 The Ontario Plan or the City's General Plan was approved and the SEIR certified which approved updated land use designations through the City. Preparation of this Planned Unit Development or PUD has demonstrated that a Mitigated Negative Declaration for the approval of the PUD should be prepared. The Ontario Plan Final SEIR serves as a guide and many of the policies from the plan have been incorporated by reference. The Mitigated Negative Declaration for this project includes programmatic and project-level analysis of future land use intensities and changes to the public realm. Issues identified included historic resources, transportation, and aesthetics. No unmitigated impacts were present.

The City will be responsible for implementation of the Mitigation Monitoring and Reporting Program approved for the Downtown West Planned Unit Development project. This may involve application of one or more mitigation measures to implement this PUD, or fair-share proportions thereof.

7.6 Implementation

Implementation of the PUD will be primarily through the adoption of the new land use and development regulations. However, implementation of the holistic vision and guiding principles for the PUD area will require coordination across City departments and regional agencies, as well as funding to plan, design, and construct supportive investments in the public realm. These next steps will be implemented over time and will complement the land use and development regulations included in this PUD.

Integrated shared infrastructure facilities, such as parking, trash services, and open space opportunities to support new development and uses in the downtown area.

Traffic calming and public realm enhancements, such as bulb outs, crosswalk improvements, new street trees, and others.

Downtown Historic Designation which will be determined through a survey of Ontario's historic district using the themes of early commerce and settlement.

Downtown Wayfinding and Signage Program can help to create a consistent image for the city; improve navigation for all modes of travel; guide visitors to landmarks, facilities, and services; and promote walking, bicycling, and mass transit.

Active transportation improvements, such as the planned bike boulevard on Vine Avenue and B Street that will connect Ontario's historic downtown with De Anza Community & Teen Center and park, funded through the State's Active Transportation Program (ATP). Additional ATP grants can be explored to fund future active transportation improvements that benefit the PUD area.

Public transit investments, such as the West Valley Connector (WVC) project, which will be a 100% zero-emission Bus Rapid Transit (BRT) system that will upgrade a portion of existing Route 61 which runs along Holt Boulevard, additional approximately 3.5 miles of center running, dedicated bus-only lanes, and provide an improved transit connection to Ontario International Airport, two Metrolink lines, and multiple major activity centers.

8 Section References and Additional Resources

8.1 Historic Preservation

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Appendix A
Ordinance Adopting PUD

Appendix B
Mitigation Monitoring Program

ORDINANCE NO. _____

A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PUD23-004, A PLANNED UNIT DEVELOPMENT TO ESTABLISH PLANNING AND DESIGN PRINCIPLES, DEVELOPMENT REGULATIONS AND PERFORMANCE STANDARDS TO GOVERN FUTURE DEVELOPMENT OF 21.58 ACRES OF LAND, GENERALLY LOCATED SOUTH OF E STREET, NORTH OF HOLT BOULEVARD, WEST OF EUCLID AVENUE, EAST OF PALM AVENUE, AND THE NORTHERN PORTION OF THE BLOCK BETWEEN FERN AND PALM AVENUES AND C AND D STREETS, WITHIN THE LUA-1 (EUCLID AVENUE ENTERTAINMENT) OF THE MU-1 (DOWNTOWN MIXED USE) ZONING DISTRICT, AND MAKING FINDINGS IN SUPPORT THEREOF—APNS: 1048-566-08, 1048-566-09, 1048-566-10, 1048-566-02, 1048-566-01, 1048-566-03, 1048-566-04, 1048-566-06, 1048-566-07, 1048-561-07, 1048-561-08, 1048-561-09, 1048-561-10, 1048-561-12, 1048-561-13, 1048-562-01, 1048-562-02, 1048-565-01, 1048-565-04, 1048-565-05, 1048-565-06, 1048-566-06, 1048-566-07, 1048-354-04, 1048-354-05, 1048-354-06, 1048-354-07, 1048-354-08, 1048-353-13, 1048-353-14, 1048-354-01, 1048-354-02, 1048-354-03, 1048-565-14, 1048-566-05, 1048-566-11, 1048-561-11, 1048-562-03, 1048-562-06, 1048-562-07, 1048-563-01, 1048-563-02, 1048-563-03, 1048-563-04, 1048-563-05, 1048-576-01, 1048-576-02, 1048-563-07, 1048-563-08, 1048-564-07, 1048-564-11, 1048-564-12, 1048-564-13, 1048-564-14, 1048-565-02, 1048-565-03, 1048-563-06, 1048-563-07, 1048-563-08, 1048-563-09, 1048-563-10, 1048-565-07, 1048-565-08, 1048-565-09, 1048-565-10, 1048-565-11, 1048-565-12, 1048-565-13, 1048-563-11, 1048-564-01, 1048-564-02, 1048-564-03, 1048-564-04, 1048-564-05, 1048-564-06, 1048-564-08, 1048-564-09, 1048-564-10.

WHEREAS, the City of Ontario ("Applicant") has initiated approval of a Planned Unit Development (PUD), File No. PUD23-004, as described in the title of this Resolution (hereinafter referred to as "Application" or "Project"); and

WHEREAS, the Application applies to 21.58 acres of land (8.5 City Blocks) generally located south of E Street, north of Holt Boulevard, west of Euclid Avenue, east of Palm Avenue, and the northern portion of the block between Fern and Palm Avenues and C and D Streets within the LUA-1 (Euclid Avenue Entertainment) of the MU-1 (Downtown Mixed Use) zoning district, and is presently improved with a mixture of retail, residential, and office land uses and paved surface parking lots; and

WHEREAS, the properties to the north of the Project site is within the OL (Office Low Intensity) and MU-1(Mixed Use Downtown) zoning districts and is developed with office, retail and residential uses. The properties to the east and south are within the MU-1 (Mixed Use Downtown) zoning district which are developed with office, retail and

residential. The properties to the west are located within the MDR-11 (Medium Density Residential) HDR-45 (High Density Residential) and are developed with a school, church, and multiple-family and single family residential; and

WHEREAS, an existing bus stop is located on the northeast corner of Euclid Avenue and D Street for Omnitrans Route 83. Additionally, located near Euclid Avenue on Holt Boulevard is Omnitrans Route 61 which has been identified as the future West Valley Connector Bus Rapid Transit (BRT); and

WHEREAS, the purpose of the PUD is to facilitate the revitalization of downtown Ontario, streamline development, encourage historic preservation and adaptive reuse, and provide development flexibility to achieve the City's goals to economically revitalize and aesthetically enhance the Project area; and

WHEREAS, the PUD includes components that regulate land use, urban design, development and design standards for new (infill) construction, redevelopment of underutilized sites, and adaptive reuse of historic and existing buildings, architectural character and design and historic preservation; and

WHEREAS, the LUA-1/MU-1 (Downtown Mixed Use) zoning district is envisioned as an intensive vertical and horizontal district with a mixture of retail, office, and residential uses in a pedestrian friendly atmosphere, with the most intensive uses envisioned along Euclid and Holt Avenues. Consistent with the LUA-1/MU-1 zoning district and TOP Downtown District Place Type, the Downtown West PUD grants a maximum intensity of 2.0 Floor Area Ratio and a density range of 25.0 to 75.0 dwelling units per acre; and

WHEREAS, the PUD establishes the Downtown Mixed-Use Retail Core (MU-RC) zone that is comprised of 4 city blocks (Blocks A-D) that front onto Euclid Avenue from Holt Boulevard to D Street and is envisioned as an 18-hour entertainment, shopping, and dining destination, whereas Holt Boulevard, a future multi-modal corridor, is envisioned as the primary west-east connection from the Ontario International Airport/Hospitality district to the downtown; and

WHEREAS, the goals of the MU-RC zone are to enable a mixture of commercial uses with strategic multiple-family residential infill development, activate storefronts to generate pedestrian foot traffic, such as retail, restaurant, and entertainment, as well as design treatments that support a lively and comfortable public realm, create an enhanced, vibrant, and active public realm and streetscape along Euclid Avenue, create mid-block connections along Euclid Avenue to increase walkability and activity where public art and outdoor dining is encouraged, and to transform the north-south running public alley into a pedestrian-friendly enhanced alley with entrances, outdoor dining, and "greening" (landscape and enhanced paving) that collectively creates a lively and dynamic atmosphere; and

WHEREAS, the Downtown Mixed-Use Transitional (MU-T) zone is comprised of 4 city blocks (Blocks E- H), bordered by Laurel Avenue to the east, Palm Avenue to the

west, D street to the north and Holt Boulevard to the south and is envisioned to enable a mix of commercial uses, a variety of multiple-family residential housing types, and mixed use development; and

WHEREAS, the goals of the MU-T zone is to support development flexibility with allowing a variation of building heights to respond to the surrounding context, identifying B street as an extension of Euclid Avenue as a more walkable retail "Main Street" atmosphere, enhancing the public realm with decorative crosswalks, "bulb out" curb extensions, public art, bicycle infrastructure, and introducing new "placemaking" elements such as suspended lighting and parklets; and

WHEREAS, the Downtown Residential (DR) zone is a half city block (Block I) located west of Palm Avenue, east of Fern Avenue, south of D street and north of the public alley. The primary goal of the DR zone to ensure compatible housing types with the surrounding residential; and

WHEREAS, the PUD includes Block-specific standards created to respond to place-based conditions and goals which include allowable range of building heights of 40 feet (3 stories) to 65 feet (5 stories), 0 to 10 feet of building setbacks, 10 and 15 feet of stepbacks for upper level additions to existing buildings at certain locations, and parking requirements; and

WHEREAS, the PUD requires a minimum of 1 resident parking space per bedroom, 0.20 guest parking per dwelling unit, and 1 parking space per 250 square feet of Gross Floor Area of commercial; and

WHEREAS, in order to achieve the preferred density and building intensities, the PUD allows for a combination of on-site and on-street parking to provide an adequate parking supply to meet the anticipated parking demand for the Project. All resident parking is provided on site, while guest parking and retail visitor spaces are allowed on-street; and

WHEREAS, the PUD includes architectural design standards and guidelines, specific to the downtown location and variety of building types, and establishes the following design principles:

(a) Create an architectural character that reflects the various styles within the historic downtown. New buildings should appear to fit in contextually with existing historic buildings by using similar proportions, articulation, building details and building material.

(b) The overall character should feel like a modern interpretation of a traditional American small town.

(c) Create compatibility between the mixed-use, residential and commercial architecture within the downtown area; the introduction of unifying elements

such as similar materials and colors should be considered; however, “sameness” is discouraged; and

WHEREAS, the PUD requires a Certificate of Appropriateness, in conjunction with a Development Plan, in order to safeguard identified historic resources listed on the Ontario Register of Historic Places and any unknown historic resources yet to be discovered; and

WHEREAS, the PUD relies upon the Secretary of Interior Standards, for the Treatment of Historic Properties, the Ontario Development Code (Certified Local Government), Ontario Downtown Design Guidelines, and best practices for preservation to guide appropriate design for new (infill) construction, redevelopment of underutilized sites, and adaptive reuse of historic and existing buildings; and

WHEREAS, the Application is a project pursuant to the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) ("CEQA") and an initial study has been prepared to determine possible environmental impacts; and

WHEREAS, on the basis of the initial study, which indicated that all potential environmental impacts from the Project were less than significant or could be mitigated to a level of insignificance, an Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program were prepared pursuant to CEQA, the State CEQA Guidelines and the City of Ontario Local CEQA Guidelines; and

WHEREAS, the MND was made available to the public and to all interested agencies for review and comment pursuant to CEQA, the State CEQA Guidelines and the City of Ontario Local CEQA Guidelines; and

WHEREAS, Ontario Development Code Table 2.02-1 (Review Matrix) grants the City Council the responsibility and authority to review and act on the subject Application; and

WHEREAS, the Project is located within the Airport Influence Area of Ontario International Airport ("ONT"), which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and is subject to, and must be consistent with, the policies and criteria set forth in the Ontario International Airport Land Use Compatibility Plan (ALUCP), which applies only to jurisdictions within San Bernardino County, and addresses the noise, safety, airspace protection, and overflight impacts of current and future airport activity; and

WHEREAS, City of Ontario Development Code Division 2.03 (Public Hearings) prescribes the manner in which public notification shall be provided and hearing procedures to be followed, and all such notifications and procedures have been completed; and

WHEREAS, on May 28, 2024, the Planning Commission of the City of Ontario conducted a hearing to consider the MND, MMRP, and the Project, and concluded said hearing on that date, voting to issue Resolution No. PC24-015 recommending the City Council approve the Application; and

WHEREAS, on July 2, 2024, the City Council of the City of Ontario conducted a hearing to consider the MND, MMRP, and the Project, and concluded said hearing on that date and continued the item to the July 16, 2024, City Council meeting; and

WHEREAS, as the first action on the Project, on July 16, 2024, the City Council approved a resolution adopting MND and MMRP prepared pursuant to CEQA, the State CEQA Guidelines, and the City of Ontario Local CEQA Guidelines, which indicated that all potential environmental impacts from the Project were less than significant or could be mitigated to a level of significance, and concluded said hearing on that date; and

WHEREAS, all legal prerequisites to the adoption of this Ordinance have occurred.

NOW, THEREFORE, IT IS HEREBY FOUND, DETERMINED, AND ORDAINED by the City Council of the City of Ontario, as follows:

SECTION 1: ***Environmental Determination and Findings.*** As the decision-making body for the Project, the City Council has reviewed and considered the information contained in the Initial Study/Mitigated Negative Declaration and the administrative record for the Project, including all written and oral evidence provided during the comment period. Based upon the facts and information contained in the MND, MMRP, and the administrative record, including all written and oral evidence presented to the City Council, the City Council finds as follows:

(1) The MND, MMRP, and the administrative record, have been completed in compliance with CEQA, the State CEQA Guidelines and the City of Ontario Local CEQA Guidelines; and

(2) The MND and MMRP contain a complete and accurate reporting of the environmental impacts associated with the Project, and reflects the independent judgment of the Planning Commission; and

(3) There is no substantial evidence in the administrative record supporting a fair argument that the project may result in significant environmental impacts; and

(4) All environmental impacts of the Project are either insignificant or can be mitigated to a level of insignificance pursuant to the mitigation measures outlined in the MND and MMRP.

SECTION 2: ***Airport Land Use Compatibility Plan ("ALUCP") Compliance.*** The California State Aeronautics Act (Public Utilities Code Section 21670 et seq.) requires

that an Airport Land Use Compatibility Plan be prepared for all public use airports in the State; and requires that local land use plans and individual development proposals must be consistent with the policies set forth in the adopted Airport Land Use Compatibility Plan.

(1) On April 19, 2011, the City Council of the City of Ontario approved and adopted the Ontario International Airport Land use Compatibility Plan, establishing the Airport Influence Area for Ontario International Airport, which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and limits future land uses and development within the Airport Influence Area, as they relate to noise, safety, airspace protection, and overflight impacts of current and future airport activity. As the decision-making body for the Project, the City Council has reviewed and considered the facts and information contained in the Application and supporting documentation against the ONT ALUCP compatibility factors, including [1] Safety Criteria (ONT ALUCP Table 2-2) and Safety Zones (ONT ALUCP Map 2-2), [2] Noise Criteria (ONT ALUCP Table 2-3) and Noise Impact Zones (ONT ALUCP Map 2-3), [3] Airspace protection Zones (ONT ALUCP Map 2-4), and [4] Overflight Notification Zones (ONT ALUCP Map 2-5). As a result, the DAB, therefore, finds and determines that the Project, when implemented in conjunction with the conditions of approval, will be consistent with the policies and criteria set forth within the ONT ALUCP; and

SECTION 3: ***Concluding Facts and Reasons.*** Based upon the substantial evidence presented to the City Council during the above-referenced hearing, and upon the specific findings set forth in Sections 1 through 2 above, the City Council hereby concludes as follows:

(1) ***The proposed PUD, or amendment thereto, is consistent with the goals, policies, plans and exhibits of the Vision, Policy Plan (general plan), and City Council Priorities components of The Ontario Plan.*** The Project is consistent with Vision, Policy Plan (general plan), and City Council Priorities components of The Ontario Plan. Section 1.1, The Ontario Plan Objectives of the Downtown West Planned Unit Development, describes the manner in which the PUD complies with the Policy Plan goals and policies.

(2) ***The proposed PUD, or amendment thereto, would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City.*** The Planning Commission has required certain safeguards through conditions of approval, which have been established to ensure that: [i] the purposes of the Planned Unit Development are maintained; [ii] the project will not endanger the public health, safety or general welfare; [iii] the project will not result in any significant environmental impacts; [iv] the project will be in harmony with the area in which it is located; and [v] the

project will be in full conformity with the Vision, City Council Priorities and Policy Plan components of The Ontario Plan.

(3) ***In the case of an application affecting specific property(ies), the proposed PUD, or amendment thereto, will not adversely affect the harmonious relationship with adjacent properties and land uses.*** The Downtown West PUD area is situated in the heart of Ontario's downtown and is adjacent to residential and commercial land uses and development. The surrounding development supports the objective of the Downtown West PUD further commercial, residential and mixed-use development. The Project does not affect the harmonious relationship with adjacent properties and land use.

(4) ***In the case of an application affecting specific property(ies), the subject site is physically suitable, including, but not limited to, parcel size, shape, access, and availability of utilities, for the request and anticipated development.*** In preparing the proposed Downtown West PUD, a thorough review and analysis of the proposed Project and the subject site's physical suitability for the Project was completed, including analysis of the project size, shape, intensity of development, building height, building setbacks, site access, site landscaping and drainage, fences and walls, vehicle circulation, pedestrian connections, availability of mass transit, necessary street dedication and easements, public right-of-way improvements, availability of utilities and other infrastructure needs, off-street parking and circulation, building orientation and streetscapes, architectural character, building materials and color, and site signage. Based upon this review and analysis, the subject site has been deemed physically suitable, including but not limited to parcel size, shape, access, and availability of utilities, for the proposed Planned Unit Development and the proposed development.

(5) ***The proposed PUD is superior to that which could be obtained through the application of the Development Code or a specific plan.*** The Downtown West PUD will establish minimum building setbacks, parking and open space requirements, allow on-street parking, and establish a planting palette. These standards will facilitate the commercial, residential, and mixed-use development. The proposed Downtown West PUD will allow for subsequent development that is superior to that which could be obtained through the application of the Development Code by itself.

SECTION 4: ***City Council Action.*** Based upon the findings and conclusions set forth in Sections 1 through 3, above, the City Council hereby APPROVES the herein described Application.

SECTION 5: ***Indemnification.*** The Applicant shall agree to defend, indemnify and hold harmless, the City of Ontario or its agents, officers, and employees from any

claim, action or proceeding against the City of Ontario or its agents, officers or employees to attack, set aside, void, or annul this approval. The City of Ontario shall promptly notify the applicant of any such claim, action, or proceeding, and the City of Ontario shall cooperate fully in the defense.

SECTION 6: ***Custodian of Records.*** The documents and materials that constitute the record of proceedings on which these findings have been based are located at the City of Ontario City Hall, 303 East "B" Street, Ontario, California 91764. The custodian for these records is the City Clerk of the City of Ontario.

SECTION 7: ***Severability.*** If any section, sentence, clause or phrase of this Ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The People of the City of Ontario hereby declare that they would have adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 8: ***Effective Date.*** This Ordinance shall become effective 30 days following its adoption.

SECTION 9: ***Publication and Posting.*** The Mayor shall sign this Ordinance and the City Clerk shall certify as to the adoption and shall cause a summary thereof to be published at least once, in a newspaper of general circulation in the City of Ontario, California within 15 days following the adoption. The City Clerk shall post a certified copy of this ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this _____ day of _____ 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Ordinance No. _____ was duly introduced at a regular meeting of the City Council of the City of Ontario held _____ and adopted at the regular meeting held _____, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

I hereby certify that the foregoing is the original of Ordinance No. _____ duly passed and adopted by the Ontario City Council at their regular meeting held _____ and that Summaries of the Ordinance were published on _____ and _____, in the Inland Valley Daily Bulletin newspaper.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

ATTACHMENT A:

File No. PUD23-04;
Downtown West Planned Unit Development

(Document follows this page)

CITY OF ONTARIO *Agenda Report* **July 16, 2024**	**SECTION:** **ADMINISTRATIVE REPORTS/DISCUSSION/ACTION**
Department: Financial Services Prepared By: Jennifer Schaefer Staff Member Presenting: Armen Harkalyan, Executive Director of Finance Reviewed By: Doreen Nunes Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 34

SUBJECT: A RESOLUTION AUTHORIZING THE ISSUANCE OF WATER REVENUE BONDS, SERIES 2024A AND RELATED MATTERS

RECOMMENDATION: That the City Council and the Ontario Public Financing Authority take the following actions:

A. City Council consider and adopt a Resolution making a declaration of intent to issue tax-exempt obligations for the City's water system;
B. City Council consider and adopt a Resolution authorizing the execution and delivery of an Installment Purchase Agreement for the purpose of causing the issuance of Water Revenue Bonds, Series 2024, in an aggregate principal amount of not to exceed $50 million to finance certain improvements to the City's water system;
C. Ontario Public Financing Authority consider and adopt a Resolution approving the sale of the Water Revenue Bonds, Series 2024A, in an aggregate principal amount of not to exceed $50 million in connection with the financing of certain improvements to the City's water system.
D. Approve the forms of the Indenture of Trust, the Bond Purchase Agreement, the Continuing Disclosure Certificate, the Installment Purchase Agreement, and the Preliminary Official Statement;
E. Authorize the execution of the Indenture of Trust, the Bond Purchase Agreement, the Continuing Disclosure Certificate, the Installment Purchase Agreement, a deemed final certification in connection with the Preliminary Official Statement, a final Official Statement and other documents in connection with the issuance of the bonds by the City Manager or the other specified authorized officers; and
F. Authorize the City Manager to negotiate and execute contracts for the services of Bond and Disclosure Counsel, Municipal Advisor, Underwriter, and Trustee.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

FISCAL IMPACT: The Ontario Public Financing Authority (Authority) and City intend to execute an installment purchase agreement for the purpose of causing the issuance of the Water Revenue Bonds, Series 2024 (2024 Bonds). Based on current market conditions, a publicly sold tax-exempt bond issuance to fund $50 million in net proceeds would result in estimated average debt service payments of approximately $3.2 million per year over a 25-year period with an approximate true interest cost of 4.27 percent. The final true interest cost will be determined when the bonds are priced and sold, which is anticipated to occur in late July or early August 2024. The estimated issuance costs will be paid from the proceeds of the new bond issue and have been included in the calculation of the debt service.

Appropriations for the 2024 Bonds Fiscal Year 2024-25 debt service payment will be included in the next quarterly budget update once the 2024 Bonds are sold and issued. Future appropriations for the 2024 Bonds annual debt service payment will be included in future annual budgets presented to City Council for approval.

BACKGROUND & ANALYSIS: The Ontario Public Financing Authority (Authority) and the City intend to execute an installment purchase agreement for the purpose of causing the issuance of the 2024 Bonds. The 2024 Bonds are being issued to finance certain improvements to the City's water system in an estimated total cost of $50 million.

The projects to be financed and the estimated cost per project are as follows:

- $20,000,000 for Citywide Water Main Improvements
- $6,000,000 for Onsite Chlorine Generators
- $5,000,000 for Facility Site Security Improvements
- $4,000,000 for Ontario Ranch Phase 2B Water Mains
- $3,000,000 for Portable Well No. 53 Drilling
- $2,500,000 for Chino Desalter Authority (CDA) Booster Station Upgrade
- $2,500,000 for Water Main Improvements in Downtown Ontario
- $2,500,000 for Water Mains at Edison Avenue and Bon View Avenue
- $1,500,000 for Advanced Metering Infrastructure (AMI) Antenna Tower (Phase II Fiscal Year 2024-25)
- $1,000,000 for Water Mains at Transit Street, Emporia Street, Palm Avenue, and Laurel Avenue
- $1,000,000 for Water System Planning (master plans, urban water management plan, and cyber security planning)
- $1,000,000 for Wells Maintenance and Repairs

The 2024 Bonds will be secured by installment payments to be made by the City to the Authority under an Installment Purchase Agreement. The installment payments are payable from water revenues generated from the City's Water Enterprise Fund and will be on parity with the City's outstanding 2021 Refunding Bonds.

The City's municipal advisor, Urban Futures, Inc. (Municipal Advisor), together with Ramirez & Co., Inc. (Underwriter), presented scenarios for the 2024 Bonds, including 25-year and 30-year terms

with level payments and aggregate level payments. After discussions with staff, the 25-year term structure with level payments is being recommended. This structure results in the lowest true interest cost and total payments as compared to the alternative scenarios and is reflected in the estimates included with this agenda item.

The proposed 2024 Bonds are estimated to be issued in the principal amount of approximately $46 million with a final maturity of August 1, 2049. Based on current market conditions and assuming the City's current "AA" Standard & Poor's rating, the 2024 Bonds are expected to have average annual debt service payments of $3.2 million and a true interest cost of 4.27 percent. The final interest cost and debt service payments will be determined when the 2024 Bonds are priced, which is currently expected in July 2024.

As required under Section §5852.1 of the California Government Code, good faith estimates as provided by the Municipal Advisor and Underwriter are provided as an attachment to the authorizing Resolution.

FINANCING PLAN: Presented to the City Council and the Authority are resolutions which approve the execution of an installment purchase agreement and related documents necessary for the issuance of the 2024 Bonds. The 2024 Bonds will be secured by installment payments to be made under an Installment Purchase Agreement. The installment payments are payable from water revenues generated from the City's Water Enterprise Fund.

In addition, staff recommends approval of a Reimbursement Resolution, which permits the City to reimburse itself for certain costs incurred prior to the issuance of the 2024 Bonds or prior to the issuance of a future series of bonds, as allowed under the Internal Revenue Code.

To provide services necessary for the issuance of the bonds, staff seeks City Council authority for the City Manager to negotiate and execute agreements with: Stradling Yocca Carlson & Rauth, LLP, to act as Bond and Disclosure Counsel; Urban Futures, Inc., to act as Municipal Advisor; Ramirez & Co., Inc., to act as Underwriter, and Zions Bancorporation, N.A., to act as Trustee. The costs for such services will be paid for and from the bond proceeds.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, REGARDING ITS INTENTION TO ISSUE TAX-EXEMPT OBLIGATIONS FOR ITS WATER SYSTEM

WHEREAS, the City of Ontario (the "City") proposes to undertake the financing of the acquisition and construction of certain improvements, betterments, renovations and expansions of facilities within its water system (as described in Exhibit A, collectively, the "Project");

WHEREAS, the City intends to finance the acquisition, construction and installation of the Project or portions of the Project with the proceeds of the sale of obligations the interest upon which is excluded from gross income for federal income tax purposes (the "Obligations"); and

WHEREAS, the City desires to pay certain costs with respect to the Project prior to the issuance of the Obligations from available moneys of the City and to reimburse itself for such costs from a portion of the proceeds of the sale of the Obligations;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ontario as follows:

Section 1. The City Council of the City of Ontario (the "City Council") does hereby find and declare that the above recitals are true and correct.

Section 2. The City reasonably expects, and hereby states its intention, to reimburse itself for Project costs incurred prior to the issuance of the Obligations with proceeds of the Obligations. Exhibit A describes either the general character, type, purpose, and function of the Project or the fund or account from which Project costs are to be paid and the general functional purpose of the fund or account.

Section 3. The reasonably expected maximum principal amount of the Obligations that is anticipated to be used for such reimbursement is $140,000,000.

Section 4. Except as described in Section 8 below, this resolution is being adopted not later than 60 days after the payment of the original expenditures (the "Expenditures Date or Dates").

Section 5. Except as described in Section 8 below, the expected date of issue of the Obligations will be within 18 months of the later of: (a) the Expenditure Date or Dates; or (b) the date that the Project is placed in service; provided that the reimbursement may not be made more than three years after the Expenditure Date or Dates.

Section 6. Proceeds of the Obligations to be used to reimburse the City for Project costs are not expected to be used, within one year of reimbursement, directly or indirectly to pay debt service with respect to any obligation (other than to pay current debt service coming due within the next succeeding one year period on any tax-exempt obligation of the City (other than the Obligations)) or to be held as a reasonably required reserve or replacement fund with respect to an obligation of the City or any entity related in any manner to the City, or to reimburse any expenditure that was originally paid with the proceeds of any obligation, or to replace funds that are or will be used in such manner.

Section 7. This resolution is consistent with the budgetary and financial circumstances of the City as of the date hereof. No moneys from sources other than the Obligations are, or are reasonably expected to be, reserved, allocated on a long-term basis or otherwise set aside by the City (or any related party) pursuant to their budget or financial policies with respect to the Project costs. To the best of our knowledge, this City Council is not aware of the previous adoption of official intents by the City that have been made as a matter of course for the purpose of reimbursing expenditures and for which tax-exempt obligations have not been issued.

Section 8. The limitations described in Sections 4 and 5 above do not apply to: (a) costs of issuance of the Obligations; (b) an amount not in excess of the lesser of $100,000 or five percent (5%) of the proceeds of the Obligations; or (c) any preliminary expenditures, such as architectural, engineering, surveying, soil testing, and similar costs other than land acquisition, site preparation, and similar costs incident to commencement of construction, not in excess of twenty percent (20%) of the aggregate issue price of the Obligations that finances the Project for which the preliminary expenditures were incurred.

Section 9. This resolution is adopted as official action of the City in order to comply with Treasury Regulation § 1.150-2 and any other regulations of the Internal Revenue Service relating to the qualification for reimbursement of City expenditures incurred prior to the date of issue of the Obligations, is part of the City's official proceedings, and will be available for inspection by the general public at the main administrative office of the City.

Section 10. This resolution shall take effect immediately.

The City Clerk of the City of Ontario shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 16th day of July, 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held December 19, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held December 19, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT A

DESCRIPTION OF PROJECT

Project Description	Estimated Costs
Facility Site Security Improvements	$ 5,000,000
Water System Planning (master plans, urban water management plan, and cyber security planning)	1,000,000
AMI Antenna Tower (Phase II FY 24-25)	1,500,000
Onsite Chlorine Generators	6,000,000
Ground Water Wellhead Treatment (Well No. 50)	8,000,000
Water Mains – Transit St., Emporia St., Palm Ave., Laurel Ave.	1,000,000
Potable Well No. 53 Drilling	8,000,000
Wells Maintenance and Repairs	2,500,000
Ontario Ranch Phase 2B Water Mains	20,000,000
Future 925 PZ Reservoir (Ontario Ranch Phase 2B)	30,000,000
Water Main Improvements - Downtown	2,500,000
Relocation of Water Mains (I-10 Corridor Express Lanes)	4,000,000
Citywide Water Main Improvements	20,000,000
Future 1212 PZ Reservoir Transmission Main	25,500,000
Water Mains Edison Ave. and Bonview Ave.	2,500,000
Chino Desalter Authority (CDA) Booster Station Upgrade	2,500,000
TOTAL	$ 140,000,000

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING THE EXECUTION AND DELIVERY OF AN INSTALLMENT PURCHASE AGREEMENT FOR THE PURPOSE OF CAUSING THE ISSUANCE OF NOT TO EXCEED $50,000,000 AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2024A, AND APPROVING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH AND CERTAIN OTHER MATTERS

WHEREAS, the City Council (the "City Council") of the City of Ontario (the "City"), a municipal corporation that is duly organized and existing under the general laws of the State of California (the "State"), wishes to finance the acquisition and construction of certain improvements, betterments, renovations and expansions of facilities within its water system (collectively, the "2024 Project");

WHEREAS, the City is a member of the Ontario Public Financing Authority (the "Authority"), a public entity that is duly organized and existing under a joint exercise of powers agreement and under the Constitution and laws of the State;

WHEREAS, the Authority has agreed to issue its Water Revenue Bonds, Series 2024A (the "Bonds") to assist the City in financing the 2024 Project;

WHEREAS, the Bonds are to be secured by installment payments to be made by the City pursuant to the Installment Purchase Agreement, which installment payments will be payable from net revenues of the City's water system to the extent set forth in the Installment Purchase Agreement;

WHEREAS, the Authority and Zions Bancorporation, National Association, as trustee (the "Trustee"), will enter into an Indenture of Trust (the "Indenture"), to provide for the issuance and security of the Bonds and to provide for the financing of the 2024 Project;

WHEREAS, the City desires to execute a Continuing Disclosure Certificate, to be dated the closing date of the Bonds (the "Continuing Disclosure Certificate"), in order to provide updates of certain information relating to the City and its water system while the Bonds are outstanding;

WHEREAS, the City desires to execute and deliver a bond purchase agreement (the "Purchase Contract") with the Authority and Samuel A. Ramirez & Co., Inc., as underwriter of the Bonds (the "Underwriter"), with respect to the Bonds;

WHEREAS, in order to effect a public sale of the Bonds to the Underwriter, the City is required under federal securities laws and regulations to prepare a preliminary official statement (the "Preliminary Official Statement") disclosing material information about the Bonds, the City and the City's water system; and

WHEREAS, the City wishes to approve the Preliminary Official Statement for the Bonds, which has been prepared by the City and the Authority with the assistance of Stradling Yocca Carlson & Rauth LLP, as disclosure counsel ("Disclosure Counsel").

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ontario as follows:

Section 1. The City Council hereby specifically finds and declares that each of the statements, findings and determinations of the City Council that are set forth in the above recitals and in the preambles of the documents that are approved herein are true and correct and that: (a) the financing of the 2024 Project will result in significant public benefits to the citizens of the City of the type that is described in Section 6586 of the Marks-Roos Local Bond Pooling Act of 1985 (the "Act"), in that having the Authority assist the City with respect to the financing of the 2024 Project through the issuance of the Bonds and related transactions will result in demonstrable savings in effective interest rate to the City and significant reductions in effective user charges levied by the City; and (b) the 2024 Project includes facilities for the production, storage, transmission or treatment of water within the meaning of Section 6586.5(c) of the Act.

Section 2. The Installment Purchase Agreement is hereby approved in substantially the form on file with the City Clerk and, upon execution as authorized below, made a part hereof as though set forth in full herein. The Mayor of the City, or such member of the City Council as the Mayor may designate, the City Manager of the City, the Assistant City Manager of the City and the Executive Director of Finance of the City (each, a "Designated Officer"), or the designee thereof, are hereby authorized and directed to execute and deliver such Installment Purchase Agreement with such changes, insertions and omissions as may be recommended by the City Attorney or the law firm of Stradling Yocca Carlson & Rauth LLP ("Bond Counsel"), and approved by the officer executing the same, said execution being conclusive evidence of such approval.

Section 3. The Continuing Disclosure Certificate is hereby approved in substantially the form on file with the City Clerk and, upon execution as authorized below, made a part hereof as though set forth in full herein. Each Designated Officer or the designee thereof is hereby authorized and directed to execute and deliver such Continuing Disclosure Certificate with such changes, insertions and omissions as may be recommended by the City Attorney or Bond Counsel and approved by the officer executing the same, said execution being conclusive evidence of such approval.

Section 4. The Purchase Contract is hereby approved in substantially the form on file with the City Clerk and, upon execution as authorized below, made a part hereof as though set forth in full herein. Each Designated Officer or the designee thereof is hereby authorized and directed to execute and deliver such Purchase Contract with such changes, insertions and omissions as may be recommended by the City Attorney or Bond Counsel and approved by the officer executing the same, said execution being conclusive evidence of such approval; provided, however, that in no event shall the aggregate principal amount of the Bonds exceed $50,000,000, nor shall the underwriting discount for the Bonds (excluding any net original issue discount) exceed 0.45% of the aggregate

principal amount of the Bonds, nor shall the all-in true interest cost of the Bonds exceed 4.75%.

Section 5. The preparation and distribution of the Preliminary Official Statement in substantially the form on file with the City Clerk is hereby approved. Each Designated Officer is hereby authorized: (i) to sign a certificate pursuant to Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 (the "Rule") deeming the Preliminary Official Statement substantially final under the Rule, except for the omission of information as permitted by the Rule; and (ii) to execute, approve and deliver the final Official Statement in substantially the form of the Preliminary Official Statement with such changes, insertions and omissions as the officer or officers executing said document may require or approve, subject to advice from the City Attorney or Disclosure Counsel, such approval to be conclusively evidenced by the execution and delivery thereof. The Underwriter is directed to deliver copies of the final Official Statement to all actual initial purchasers of the Bonds.

Section 6. The proceeds of the Bonds shall be deposited as provided in the Indenture and the Installment Purchase Agreement to finance the 2024 Project.

Section 7. The appointment of Zions Bancorporation, National Association as Trustee under and pursuant to the Indenture, with the powers and duties of said office as set forth therein, is hereby approved.

Section 8. The City Council hereby authorizes the City Manager or his designee: (i) to solicit bids on a municipal bond insurance policy and/or reserve surety; (ii) to negotiate the terms of such policy or policies; (iii) to finalize, if appropriate, the form of such policy or policies with a municipal bond insurer; and (iv) if it is determined that the policy or policies will result in net savings for the City, to pay the insurance premium of such policy or policies from the proceeds of the issuance and sale of the Bonds.

Section 9. The Designated Officers or any other proper officer of the City, acting singly, be and each of them hereby is authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by the Indenture, the Installment Purchase Agreement, the Purchase Contract, the Continuing Disclosure Certificate, bond insurance, a reserve surety and this Resolution, including any reimbursement agreement or other agreement related to bond insurance or a reserve surety. In the event that the Mayor of the City is unavailable to sign any of the agreements described herein, any other member of the City Council may sign such agreement and, in the event that the City Clerk is unavailable or unable to attest or to deliver any of the above-referenced documents, any deputy clerk may validly execute and deliver such document.

Section 10. The good faith estimates of costs related to the Bonds which are required by Section 5852.1 of the California Government Code are disclosed in Exhibit A hereto and are available to the public at the meeting at which this Resolution is approved.

Section 11. The City Council hereby approves the execution and delivery of all agreements, documents, certificates and instruments referred to herein with electronic

signatures as may be permitted under the California Uniform Electronic Transactions Act and digital signatures as may be permitted under Section 16.5 of the California Government Code using DocuSign.

Section 12. Unless otherwise defined herein, all terms used herein and not otherwise defined shall have the meanings given such terms in the Indenture unless the context otherwise clearly requires.

Section 13. This Resolution shall take effect from and after the date of its passage and adoption.

The City Clerk of the City of Ontario shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 16th day of July, 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 16, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT A

GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the Bonds in accordance with California Government Code Section 5852.1. Such good faith estimates have been provided to the City by Urban Futures Incorporated (the City's "Municipal Advisor") in consultation with Samuel A. Ramirez & Co., Inc., the Underwriter of the Bonds.

Principal Amount. The Municipal Advisor has informed the City that, based on the City's financing plan and current market conditions, its good faith estimate of the aggregate principal amount of the Bonds to be sold is $46,045,000 (the "Estimated Principal Amount"), which excludes approximately $4,488,379 of net premium estimated to be generated based on current market conditions, which together total $50,533,379. Net premium is generated when, on a net aggregate basis for a single issuance of bonds, the price paid for the bonds is higher than the face value of such bonds.

True Interest Cost of the Bonds. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the true interest cost of the Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Bonds, is 4.15%.

Finance Charge of the Bonds. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the finance charge for the Bonds, which means the sum of all fees and charges paid to third parties (or costs associated with the Bonds), is $530,225.

Amount of Proceeds to be Received. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the amount of proceeds expected to be received by the City for sale of the Bonds, less the finance charge of the Bonds, as estimated above, and any reserves or capitalized interest paid or funded with proceeds of the Bonds, is $50,000,000.

Total Payment Amount. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the total payment amount, which means the sum total of all payments the City will make to pay debt service on the Bonds, plus the finance charge for the Bonds, as described above, not paid with the proceeds of the Bonds, calculated to the final maturity of the Bonds, is $81,775,774.

The foregoing estimates constitute good faith estimates only. The actual principal amount of the Bonds issued and sold, the true interest cost thereof, the finance charges

thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to: (a) the actual date of the sale of the Bonds being different than the date assumed for purposes of such estimates; (b) the actual principal amount of Bonds sold being different from the Estimated Principal Amount; (c) the actual amortization of the Bonds being different than the amortization assumed for purposes of such estimates; (d) the actual market interest rates at the time of sale of the Bonds being different than those estimated for purposes of such estimates; (e) other market conditions; or (f) alterations in the City's financing plan, delays in the financing, additional legal work or a combination of such factors and additional finance charges, if any, attributable thereto. The actual date of sale of the Bonds and the actual principal amount of Bonds sold will be determined by the City based on the timing of the need for proceeds of the Bonds and other factors. The actual interest rates borne by the Bonds will depend on market interest rates at the time of sale thereof. The actual amortization of the Bonds will also depend, in part, on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the City.

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF THE ONTARIO PUBLIC FINANCING AUTHORITY APPROVING THE SALE OF ITS WATER REVENUE BONDS, SERIES 2024A, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $50,000,000 AND APPROVING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH AND CERTAIN OTHER MATTERS

WHEREAS, the Ontario Public Financing Authority (the "Authority"), a public entity that is duly organized and existing under a joint exercise of powers agreement and under the Constitution and laws of the State of California (the "State"), has the powers, among others, to issue bonds and to finance water facilities on behalf of its members pursuant to Articles 1, 2 and 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State, including but not limited to Article 4 thereof, known as the "Marks-Roos Local Bond Pooling Act of 1985," Government Code Section 6584 *et seq.* (the "Act");

WHEREAS, the City of Ontario (the "City"), a municipal corporation that is duly organized and existing under the general laws of the State, and a member of the Authority, desires to finance the acquisition and construction of certain existing improvements, betterments, renovations and expansions of facilities within its water system (collectively, the "2024 Project");

WHEREAS, the Board of Directors of the Authority (the "Board") has determined that it is desirable to issue its Water Revenue Bonds, Series 2024A (the "Bonds") in an aggregate principal amount not to exceed $50,000,000 to assist the City in financing the 2024 Project;

WHEREAS, the Bonds are to be secured by installment payments to be made by the City pursuant to an Installment Purchase Agreement (the "Installment Purchase Agreement"), by and between the City and the Authority, which installment payments will be payable from net revenues of the City's water system;

WHEREAS, the Board has determined that it is in the best interest of the Authority to enter into the Installment Purchase Agreement with the City, and to approve certain other documents;

WHEREAS, the Authority and Zions Bancorporation, National Association, as trustee (the "Trustee"), desire to enter into an Indenture of Trust (the "Indenture"), to provide for the issuance and security of the Bonds and to provide for the financing of the 2024 Project;

WHEREAS, pursuant to the Indenture, the Authority will assign to the Trustee the installment payments payable under the Installment Purchase Agreement; and

WHEREAS, the Authority desires to execute and deliver a bond purchase agreement (the "Purchase Contract") with the City and Samuel A. Ramirez & Co., Inc., as underwriter of the Bonds (the "Underwriter"), with respect to the Bonds;

WHEREAS, in order to effect a public sale of the Bonds to the Underwriter, the Authority is required under federal securities laws and regulations to prepare a preliminary official statement (the "Preliminary Official Statement") disclosing material information about the Bonds, the City, the 2024 Project and the City's water system; and

WHEREAS, the Authority wishes to approve the Preliminary Official Statement for the Bonds, which has been prepared by the City and the Authority with the assistance of Stradling Yocca Carlson & Rauth LLP, as disclosure counsel ("Disclosure Counsel").

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Ontario Public Financing Authority as follows:

Section 1. The Board hereby specifically finds and declares that each of the statements, findings and determinations of the Authority that are set forth in the above recitals and in the preambles of the documents that are approved herein are true and correct and that: (a) the financing of the 2024 Project will result in significant public benefits to the citizens of the City of the type that is described in Section 6586 of the Act, in that having the Authority assist the City with respect to the financing of the 2024 Project through the issuance of the Bonds and related transactions will result in demonstrable savings in effective interest rate to the City and significant reductions in effective user charges levied by the City; and (b) the 2024 Project includes facilities for the production, storage, transmission or treatment of water within the meaning of Section 6586.5(c) of the Act.

Section 2. The Board hereby authorizes the preparation, sale and delivery of the Bonds in accordance with the terms and provisions of the Indenture in an aggregate principal amount (not in excess of $50,000,000) that is determined by the Executive Director or the Treasurer, together with other available funds, as being necessary: (a) to finance the 2024 Project; (b) to pay the costs of issuing the Bonds; and (c) if advisable to reduce the interest rate payable on the Bonds and/or secure a higher credit rating on the Bonds, to establish a reserve fund for the Bonds.

Section 3. The form of the Bonds, as set forth in the form of the Indenture (as the Indenture may be modified pursuant hereto), is hereby approved; and the Executive Director and the Secretary are hereby authorized and directed to execute the Bonds by manual or facsimile signature in the name and on behalf of the Authority.

Section 4. The Installment Purchase Agreement is hereby approved in substantially the form on file with the Secretary and, upon execution as authorized below, made a part hereof as though set forth in full herein. The Chair, the Executive Director, the Treasurer and the Secretary of the Authority (each, a "Designated Officer"), or the designee thereof, is hereby authorized and directed to execute and deliver such Installment Purchase Agreement with such changes, insertions and omissions as may be recommended by General Counsel or Stradling Yocca Carlson & Rauth LLP, as bond

counsel ("Bond Counsel") and approved by the officer executing the same, said execution being conclusive evidence of such approval.

Section 5. The Indenture is hereby approved in substantially the form on file with the Secretary and, upon execution as authorized below, made a part hereof as though set forth in full herein. Each Designated Officer or the designee thereof is hereby authorized and directed to execute and deliver such Indenture with such changes, insertions and omissions as may be recommended by General Counsel or Bond Counsel and approved by the officer executing the same, said execution being conclusive evidence of such approval.

Section 6. The Purchase Contract is hereby approved in substantially the form on file with the Secretary and, upon execution as authorized below, made a part hereof as though set forth in full herein. Each Designated Officer or the designee thereof is hereby authorized and directed to execute and deliver such Purchase Contract with such changes, insertions and omissions as may be recommended by General Counsel or Bond Counsel and approved by the officer executing the same, said execution being conclusive evidence of such approval; provided, however, that in no event shall the aggregate principal amount of the Bonds exceed $50,000,000, nor shall the underwriting discount for the Bonds (excluding any net original issue discount) exceed 0.45% of the aggregate principal amount of the Bonds, nor shall the all-in true interest cost of the Bonds exceed 4.75%.

Section 7. The preparation and distribution of the Preliminary Official Statement in substantially the form on file with the Secretary is hereby approved. Each Designated Officer is hereby authorized: (i) to sign a certificate pursuant to Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 (the "Rule") deeming the Preliminary Official Statement substantially final under the Rule, except for the omission of information as permitted by the Rule; and (ii) to execute, approve and deliver the final Official Statement substantially in the form of the Preliminary Official Statement with such changes, insertions and omissions as the officer or officers executing said document may require or approve, subject to advice from the General Counsel or Disclosure Counsel, such approval to be conclusively evidenced by the execution and delivery thereof. The Underwriter is directed to deliver copies of the final Official Statement to all actual initial purchasers of the Bonds.

Section 8. The proceeds of the Bonds shall be deposited as provided in the Indenture and the Installment Purchase Agreement to finance the 2024 Project.

Section 9. The appointment of Zions Bancorporation, National Association, as Trustee under and pursuant to the Indenture, with the powers and duties of said office as set forth therein, is hereby approved.

Section 10. The Board hereby authorizes the Executive Director or his designee: (i) to solicit bids on a municipal bond insurance policy and/or reserve surety; (ii) to negotiate the terms of such policy or policies; (iii) to finalize, if appropriate, the form of such policy or policies with a municipal bond insurer; and (iv) if it is determined that the policy or policies will result in net debt service savings on the Bonds, to pay the insurance

premium of such policy or policies from the proceeds of the issuance and sale of the Bonds.

Section 11. The Designated Officers or any other proper officer of the Authority, acting singly, be and each of them hereby is authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by the Indenture, the Installment Purchase Agreement, the Purchase Contract, bond insurance, a reserve surety and this Resolution, including any reimbursement agreement or other agreement related to bond insurance or a reserve surety. In the event that the Chair of the Board is unavailable to sign any of the agreements described herein, any other member of the Board may sign such agreement.

Section 12. The good faith estimates of costs related to the Bonds which are required by Section 5852.1 of the California Government Code are disclosed in Exhibit A hereto and are available to the public at the meeting at which this Resolution is approved.

Section 13. The Board hereby approves the execution and delivery of all agreements, documents, certificates and instruments referred to herein with electronic signatures as may be permitted under the California Uniform Electronic Transactions Act and digital signatures as may be permitted under Section 16.5 of the California Government Code using DocuSign.

Section 14. Unless otherwise defined herein, all terms that are used herein and not otherwise defined shall have the meanings given to such terms in the Indenture unless the context otherwise clearly requires.

Section 15. This Resolution shall take effect from and after the date of its passage and adoption.

The Secretary of the Ontario Public Financing Authority shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 16th day of July, 2024.

_____
PAUL S. LEON, CHAIRMAN

ATTEST:

_____
SHEILA MAUTZ, AUTHORITY SECRETARY

APPROVED AS TO FORM:

_____
AUTHORITY COUNSEL

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, SHEILA MAUTZ, Secretary of the Ontario Public Financing Authority, DO HEREBY CERTIFY that the foregoing Resolution No. OPFA- was duly passed and adopted by the Board Members of the Ontario Public Financing Authority at their regular meeting held July 16, 2024, by the following roll call vote, to wit:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

_____
SHEILA MAUTZ, AUTHORITY SECRETARY

(SEAL)

The foregoing is the original of Resolution No. OPFA duly passed and adopted by the Ontario Public Financing Authority at their regular meeting held July 16, 2024.

_____
SHEILA MAUTZ, AUTHORITY SECRETARY

(SEAL)

EXHIBIT A

GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the Bonds in accordance with California Government Code Section 5852.1. Such good faith estimates have been provided to the Authority by Urban Futures Incorporated (the Authority's "Municipal Advisor") in consultation with Samuel A. Ramirez & Co., Inc., the Underwriter of the Bonds.

Principal Amount. The Municipal Advisor has informed the Authority that, based on the Authority's financing plan and current market conditions, its good faith estimate of the aggregate principal amount of the Bonds to be sold is $46,045,000 (the "Estimated Principal Amount"), which excludes approximately $4,488,379 of net premium estimated to be generated based on current market conditions, which together total $50,533,379. Net premium is generated when, on a net aggregate basis for a single issuance of bonds, the price paid for the bonds is higher than the face value of such bonds.

True Interest Cost of the Bonds. The Municipal Advisor has informed the Authority that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the true interest cost of the Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Bonds, is 4.15%.

Finance Charge of the Bonds. The Municipal Advisor has informed the Authority that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the finance charge for the Bonds, which means the sum of all fees and charges paid to third parties (or costs associated with the Bonds), is $530,225.

Amount of Proceeds to be Received. The Municipal Advisor has informed the Authority that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the amount of proceeds expected to be received by the City for sale of the Bonds, less the finance charge of the Bonds, as estimated above, and any reserves or capitalized interest paid or funded with proceeds of the Bonds, is $50,000,000.

Total Payment Amount. The Municipal Advisor has informed the Authority that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the total payment amount, which means the sum total of all payments the City will make to pay debt service on the Bonds, plus the finance charge for the Bonds, as described above, not paid with the proceeds of the Bonds, calculated to the final maturity of the Bonds, is $81,775,774.

The foregoing estimates constitute good faith estimates only. The actual principal amount of the Bonds issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to: (a) the actual date of the sale of the Bonds being different than the date assumed for purposes of such estimates; (b) the actual principal amount of Bonds sold being different from the Estimated Principal Amount; (c) the actual amortization of the Bonds being different than the amortization assumed for purposes of such estimates; (d) the actual market interest rates at the time of sale of the Bonds being different than those estimated for purposes of such estimates; (e) other market conditions; or (f) alterations in the Authority's financing plan, delays in the financing, additional legal work or a combination of such factors and additional finance charges, if any, attributable thereto. The actual date of sale of the Bonds and the actual principal amount of Bonds sold will be determined by the Authority based on the timing of the need for proceeds of the Bonds and other factors. The actual interest rates borne by the Bonds will depend on market interest rates at the time of sale thereof. The actual amortization of the Bonds will also depend, in part, on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the Authority.

INDENTURE OF TRUST

Dated as of _____ 1, 2024

by and between

ZIONS BANCORPORATION, NATIONAL ASSOCIATION,
as Trustee

and

ONTARIO PUBLIC FINANCING AUTHORITY

Relating to

$_____
ONTARIO PUBLIC FINANCING AUTHORITY
WATER REVENUE BONDS, SERIES 2024A

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INDENTURE OF TRUST

THE INDENTURE OF TRUST is made and entered into and dated as of _____ 1, 2024, by and between the ONTARIO PUBLIC FINANCING AUTHORITY, a joint exercise of powers agency that is duly organized and existing under and by virtue of the laws of the State of California (the "**Authority**"), and ZIONS BANCORPORATION, NATIONAL ASSOCIATION, a national banking association that is duly organized and existing under the laws of the United States of America, as trustee hereunder (the "**Trustee**").

RECITALS

A. The Authority has been created pursuant to the JPA Agreement with the powers, among others, to issue bonds and to finance water facilities on behalf of its members.

B. The City of Ontario (the "**City**"), a member of the Authority, has determined that it is in the best interest of the public to finance the acquisition and construction of certain improvements, betterments, renovations and expansions of facilities within its Water System (collectively, the "**2024 Project**"), as further described in the Installment Purchase Agreement, with the assistance of the Authority.

C. The Authority is authorized pursuant to State law, including but not limited to, Section 6588(c) of the Government Code of the State of California (the "**Government Code**") and pursuant to the JPA Agreement to incur indebtedness to finance such improvements, and is authorized pursuant to State law, including but not limited to Section 6588(m) of the Government Code, to assign and pledge to the repayment of such indebtedness amounts payable to the Authority by its members.

D. The Authority hereby finds pursuant to Section 6586 of the Government Code that the issuance of the bonds that are authorized under Section 2.01 hereof (the "**Bonds**") to finance the 2024 Project will have demonstrable savings in effective interest rate, bond preparation, bond underwriting or bond issuance costs and significant reductions in effective user charges levied by the City.

E. In order to provide for the authentication and delivery of the Bonds, to establish and declare the terms and conditions upon which the Bonds are to be issued and secured and to secure the payment of the principal thereof and interest and premium, if any, thereon, the Authority has authorized the execution and delivery of the Indenture.

F. The Authority has determined that all acts and proceedings which are required by law and necessary to make the Bonds, when executed by the Authority, authenticated and delivered by the Trustee, and duly issued, the valid, binding and legal special obligations of the Authority, and to constitute the Indenture a valid and binding agreement for the uses and purposes set forth herein in accordance with its terms, have been done and taken, and the execution and delivery of the Indenture have been in all respects duly authorized.

GRANTING CLAUSES

The Authority, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created, the mutual covenants herein and the purchase and acceptance of the Bonds by

the owners thereof, and for other valuable considerations, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of and the interest and premium (if any) on all Bonds at any time issued and Outstanding under the Indenture, and to secure the performance and observance of all of the covenants and conditions therein and herein set forth, does hereby assign and pledge unto, and grant a security interest in, the following (the "**Trust Estate**") to the Trustee, and its successors in trust and assigns forever, for the securing of the performance of the obligations of the Authority to the Bond Owners hereinafter set forth:

FIRST

All right, title and interest of the Authority in and to the Authority Revenues (as such term is defined herein), including, but without limiting the generality of the foregoing, the present and continuing right to make claim for, collect, receive and receipt for any Authority Revenues which are payable to or receivable by the Authority under the Constitution of the State, the Government Code and the Indenture and any other applicable laws of this State or otherwise, to bring actions and proceedings thereunder for the enforcement thereof, and to do any and all things which the Authority is or may become entitled to do thereunder, subject to the terms hereof.

SECOND

All moneys and securities held in funds and accounts of the Indenture, except amounts held in the Rebate Fund, and all other rights of every name and nature from time to time herein or hereafter by delivery or by writing of any kind pledged, assigned or transferred as and for additional security hereunder to the Trustee by the Authority or by anyone on its behalf, or with its written consent, and to hold and apply the same, subject to the terms hereof.

THIRD

All of the rights, title, and interest of the Authority in the Installment Purchase Agreement, including all rights of the Authority to receive payments thereunder and all rights of the Authority thereunder as may be necessary to enforce compliance with said provisions (including enforcement of payment obligations and rate covenants, if any, contained in the Installment Purchase Agreement) or otherwise to protect the interest of the Owners of the Bonds, subject to the terms hereof, and excepting therefrom any rights to indemnification or to receive notices thereunder.

TO HAVE AND TO HOLD all and singular the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its respective successors in trust and assigns forever for the benefit of the Owners, and such pledge shall constitute a lien on and security interest in such Trust Estate;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all present and future owners of the Bonds issued under and secured by the Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Bonds over any of the other Bonds;

PROVIDED, HOWEVER, that if the Authority, its successors or assigns shall well and truly pay, or cause to be paid, the principal of and interest and any redemption premium on the Bonds due or to become due thereon, at the times and in the manner provided in the Bonds according to the true intent and meaning thereof, and shall well and truly keep, perform and observe all of the covenants

and conditions pursuant to the terms of the Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due in accordance with the terms and provisions hereof, then upon such final payments or deposits as herein provided, the Indenture and the rights hereby granted shall cease, terminate and be void; otherwise the Indenture shall remain in full force and effect.

It is expressly declared that all Bonds which are issued and secured hereunder are to be issued, authenticated and delivered, and all sold property, rights and interests, including, without limitation, the Authority Revenues, hereby assigned and pledged, are to be dealt with and disposed of, under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes hereinafter expressed, and the Authority has agreed and covenanted and does hereby covenant and agree with the Trustee, for the benefit of the respective Owners from time to time of the Bonds, as follows:

ARTICLE I

DEFINITIONS; CONTENT OF CERTIFICATES AND OPINIONS

Section 1.01. Definitions. Unless the context otherwise requires, the terms that are defined in this Section 1.01 shall, for all purposes of the Indenture and of any indenture supplemental hereto and of any certificate, opinion or other document herein mentioned, have the meanings herein specified, to be equally applicable to both the singular and plural forms of any of the terms herein defined. Unless the context otherwise requires, all capitalized terms that are used herein and not defined have the meanings that are ascribed thereto in the Installment Purchase Agreement.

Acquisition Fund. The term "Acquisition Fund" means the fund by that name established pursuant to Section 3.04.

Authority. The term "Authority" means the Ontario Public Financing Authority, a public body that is duly organized and existing under the JPA Agreement, and under the Constitution and laws of the State of California.

Authority Revenues. The term "Authority Revenues" means: (a) all Series 2024 Installment Payments received by the Authority or the Trustee pursuant to or with respect to the Installment Purchase Agreement; and (b) all interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder.

Authorized Representative. The term "Authorized Representative" means with respect to the Authority, its Chair, Vice Chair, Executive Director, Treasurer and Secretary, or any other person designated as an Authorized Representative of the Authority by a Certificate of the Authority signed by its Chair, Vice Chair, Executive Director, Treasurer or Secretary and filed with the Trustee.

Bond Counsel. The term "Bond Counsel" means Stradling, Yocca, Carlson & Rauth LLP, or another firm of nationally recognized attorneys experienced in the issuance of obligations the interest on which is excludable from gross income under Section 103 of the Code.

Bond Payment Fund. The term "Bond Payment Fund" means the fund by that name established pursuant to Section 5.01(c).

Bond Year. The term "Bond Year" has the meaning that is given to such term in the Tax Certificate.

Bonds. The term "Bonds" means the Water Revenue Bonds, Series 2024A issued by the Authority and at any time Outstanding pursuant to the Indenture.

Business Day. The term "Business Day" means: (i) a day which is not a Saturday, Sunday or legal holiday on which banking institutions in the State, or in any other state in which the Office of the Trustee is located, are closed; or (ii) a day on which the New York Stock Exchange is not closed.

Certificate; Direction; Request; Requisition. The terms "Certificate," "Direction," "Request," and "Requisition" of the Authority mean a written certificate, direction, request or requisition signed in the name of the Authority by its Authorized Representative. Any such instrument and supporting opinions or representations, if any, may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed as a single instrument. If and to the extent required by Section 1.02, each such instrument shall include the statements that are provided for in Section 1.02.

City. The term "City" means the City of Ontario, a municipal corporation that is duly organized and existing under and by virtue of the general laws of the State.

Closing Date. The term "Closing Date" means the date on which the Bonds are delivered to the original purchaser thereof.

Code. The term "Code" means the Internal Revenue Code of 1986, as amended.

Costs of Issuance. The term "Costs of Issuance" means all items of expense directly or indirectly payable by or reimbursable to the Authority and related to the authorization, issuance, sale and delivery of the Bonds, including but not limited to costs of preparation and reproduction of documents, printing expenses, filing and recording fees, initial fees and charges of the Trustee and counsel to the Trustee, legal fees and charges, fees and disbursements of consultants and professionals, rating agency fees, title insurance premiums, letter of credit fees and bond insurance premiums (if any), fees and charges for preparation, execution and safekeeping of the Bonds and any other cost, charge or fee in connection with the original issuance of the Bonds.

Costs of Issuance Fund. The term "Costs of Issuance Fund" means the fund by that name established pursuant to Section 3.03.

Depository; DTC. The terms "Depository" and "DTC" mean The Depository Trust Company, New York, New York, a limited purpose trust company that is organized under the laws of the State of New York, in its capacity as securities depository for the Bonds.

Event of Default. The term "Event of Default" means any of the events that are specified in Section 7.01.

Federal Securities. The term "Federal Securities" means any direct, noncallable general obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States of America), or noncallable obligations the timely payment of principal of and interest on which are fully and unconditionally guaranteed by the United States of America.

Fitch. The term "Fitch" means Fitch Ratings, Inc., or any successor thereto.

Government Code. The term "Government Code" means the Government Code of the State.

Indenture. The term "Indenture" means the Indenture of Trust, dated as of _____ 1, 2024, by and between the Authority and the Trustee, as originally executed or as it may from time to time be supplemented, modified or amended by any Supplemental Indenture.

Information Services. The term "Information Services" means the Municipal Securities Rulemaking Board; or, in accordance with then-current guidelines of the Securities and Exchange Commission, such other services providing information with respect to called bonds as the Authority may specify in a certificate to the Authority and the Trustee as the Trustee may select.

Installment Purchase Agreement. The term "Installment Purchase Agreement" means the Installment Purchase Agreement, dated as of the date hereof, by and between the Authority and the City, as amended from time to time.

Interest Account. The term "Interest Account" means the account by that name in the Bond Payment Fund established pursuant to Section 5.01.

Interest Payment Date. The term "Interest Payment Date" means February 1 and August 1 of each year, commencing _____ 1, 20__.

Investment Agreement. The term "Investment Agreement" means an investment agreement by a provider, supported by appropriate opinions of counsel, provided that any such Investment Agreement shall: (i) be from a provider rated by S&P or Moody's at "A-" or "A3", respectively, or above; (ii) require the Authority or the City to terminate such agreement and immediately reinvest the proceeds thereof in other Permitted Investments if the rating assigned to the provider by S&P or Moody's falls to "BBB" or "Baa2", respectively, or below; and (iii) expressly permit the withdrawal, without penalty, of any amounts necessary at any time to fund any deficiencies on account of debt service requirements with respect to the Bonds, together with such amendments as may be approved by the Authority and the Trustee from time to time.

Letter of Representations. The term "Letter of Representations" means the letter of the Authority delivered to and accepted by the Depository on or prior to delivery of the Bonds as book-entry bonds setting forth the basis on which the Depository serves as depository for such book-entry bonds, as originally executed or as it may be supplemented or revised or replaced by a letter from the Authority delivered to and accepted by the Depository.

Moody's. The term "Moody's" means Moody's Investors Service, Inc. or any successor thereto.

Nominee. The term "Nominee" means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 2.08 hereof.

Office. The term "Office" means with respect to the Trustee, the principal corporate trust office of the Trustee at 550 South Hope Street, Suite 2875, Los Angeles, California 90071, Attention: Corporate Trust, Reference: Ontario 2024 Water Revenue Bonds, or at such other or additional offices as may be specified in writing by the Trustee to the Authority, except that with respect to presentation of Bonds for payment or for registration of transfer and exchange such term means the

office or agency of the Trustee at which, at any particular time, its corporate trust agency business shall be conducted.

Outstanding. The term "Outstanding," when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 11.09) all Bonds theretofore, or thereupon being, authenticated and delivered by the Trustee under the Indenture except: (i) Bonds theretofore canceled by the Trustee or surrendered to the Trustee for cancellation; (ii) Bonds with respect to which all liability of the Authority shall have been discharged in accordance with Section 10.02, including Bonds (or portions thereof) described in Section 11.10; and (iii) Bonds for the transfer or exchange of or in lieu of or in substitution for which other Bonds shall have been authenticated and delivered by the Trustee pursuant to the Indenture.

Owner; Bond Owner. The terms "Owner" or "Bond Owner," whenever used herein with respect to a Bond, mean the person in whose name the ownership of such Bond is registered on the Registration Books.

Participants. The term "Participants" means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.

Permitted Investments. The term "Permitted Investments" means any of the following which at the time of investment are legal investments under the laws of the State for the moneys proposed to be invested therein (provided that the Trustee shall be entitled to rely upon any written Request from the Authority as conclusive certification that the investments described therein are so authorized under the laws of the State):

(A) for all purposes, including: (i) as defeasance investments in refunding escrow accounts; and (ii) for the purpose of investing (and receiving premium credit for) accrued and capitalized interest: (1) cash; or (2) Federal Securities; and

(B) for all purposes other than: (i) defeasance investments in refunding escrow accounts; and (ii) investing (and receiving credit for) accrued and capitalized interest: (1) obligations of any of the following federal agencies which obligations represent full faith and credit of the United States of America, including the Export-Import Bank; Farmers Home Administration; General Services Administration; U.S. Maritime Administration; Small Business Administration; Government National Mortgage Association (GNMA); U.S. Department of Housing & Urban Development (PHAs); and Federal Housing Administration; (2) bonds, notes or other evidences of indebtedness rated "AAA" and "Aaa" by the applicable Rating Agency issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with remaining maturities not exceeding three years; (3) U.S. dollar denominated deposit accounts, demand deposits, including interest bearing money market accounts, trust funds, trust accounts, overnight bank deposits, interest-bearing deposits, other deposit products, certificates of deposit, federal funds and banker's acceptances with domestic commercial banks, which may include the Trustee and its affiliates, which: (I) have a rating on their short term certificates of deposit on the date of purchase of "A-1" or "A-1+" by S&P and "P-1" by Moody's; or (II) deposits insured by the Federal Deposit Insurance Corporation maturing no more than 360 days after the date of purchase (ratings on holding companies are not considered as the rating of the bank); (4) commercial paper which is rated at the time of purchase in the single highest classification, "A-1+" by S&P and "P-1" by Moody's and which matures not more than 270 days after the date of purchase; (5) investments in a money market

fund rated "AAAm," "AAAm-G," "AAm" or "AAm-G" or better by S&P, including funds for which the Trustee or its affiliates receives and retains a fee for services provided to the fund, whether as a custodian, transfer agent, investment advisor or otherwise; (6) pre-refunded municipal obligations defined as follows: any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice and which are rated, based on the escrow, in the highest rating category of S&P and Moody's, or any successor thereto; (7) any Investment Agreement; (8) the Local Agency Investment Fund of the State of California; and (9) any other investment permitted by law.

Principal Account. The term "Principal Account" means the account by that name in the Bond Payment Fund established pursuant to Section 5.01.

Rating Agencies. The term "Rating Agencies" means S&P, Moody's and Fitch.

Rebate Fund. The term "Rebate Fund" means the fund by that name established pursuant to Section 5.07.

Record Date. The term "Record Date" means, with respect to any Interest Payment Date, the fifteenth (15th) day of the calendar month preceding such Interest Payment Date, whether or not such day is a Business Day.

Redemption Date. The term "Redemption Date" means the date fixed for an optional redemption prior to maturity of the Bonds.

Redemption Fund. The term "Redemption Fund" means the fund by that name established pursuant to Section 5.05.

Redemption Price. The term "Redemption Price" means, with respect to any Bond (or portion thereof), the principal amount of such Bond (or portion) plus the interest accrued to the applicable Redemption Date and the applicable premium, if any, payable upon redemption thereof pursuant to the provisions of such Bond and the Indenture.

Registration Books. The term "Registration Books" means the records maintained by the Trustee for the registration of ownership and registration of transfer of the Bonds pursuant to Section 2.05.

Responsible Officer of the Trustee. The term "Responsible Officer of the Trustee" means any officer within the corporate trust division (or any successor group or department of the Trustee) including any vice president, assistant vice president, assistant secretary or any other officer or assistant officer of the Trustee customarily performing functions similar to those performed by the persons who at the time shall be such officers, respectively, with responsibility for the administration of the Indenture.

S&P. The term "S&P" means S&P Global Ratings, a Standard & Poor's Financial Services LLC business, or any successor thereto.

Securities Depositories. The term "Securities Depositories" means The Depository Trust Company; and, in accordance with then current guidelines of the Securities and Exchange

Commission, such other securities depositories as the Authority may designate in a Request of the Authority delivered to the Trustee.

State. The term "State" means the State of California.

Supplemental Indenture. The term "Supplemental Indenture" means any indenture that is hereafter duly authorized and entered into between the Authority and the Trustee, supplementing, modifying or amending the Indenture; but only if and to the extent that such Supplemental Indenture is specifically authorized hereunder.

Tax Certificate. The term "Tax Certificate" means the Tax Certificate dated the Closing Date, concerning certain matters pertaining to the use and investment of proceeds of the Bonds issued by the Authority on the date of issuance of the Bonds, including any and all exhibits attached thereto.

Trustee. The term "Trustee" means Zions Bancorporation, National Association, a national banking association duly organized and existing under the laws of the United States of America, or its successor, as Trustee hereunder as provided in Section 8.01.

Section 1.02. Content of Certificates and Opinions. Every certificate or opinion that is provided for in the Indenture, except the certificate of destruction that is provided for in Section 11.05 hereof, with respect to compliance with any provision hereof shall include: (1) a statement that the person making or giving such certificate or opinion has read such provision and the definitions herein relating thereto; (2) a brief statement as to the nature and scope of the examination or investigation upon which the certificate or opinion is based; (3) a statement that, in the opinion of such person he or she has made or caused to be made such examination or investigation as is necessary to enable such person to express an informed opinion with respect to the subject matter referred to in the instrument to which such person's signature is affixed; (4) a statement of the assumptions upon which such certificate or opinion is based, and that such assumptions are reasonable; and (5) a statement as to whether, in the opinion of such person, such provision has been complied with.

Any such certificate or opinion that is made or given by an officer of the Authority may be based, insofar as it relates to legal or accounting matters, upon a certificate or opinion of or representation by counsel or an Independent Certified Public Accountant, unless such officer knows, or in the exercise of reasonable care should have known, that the certificate, opinion or representation with respect to the matters upon which such certificate or statement may be based, as aforesaid, is erroneous. Any such certificate or opinion made or given by counsel or an Independent Certified Public Accountant may be based, insofar as it relates to factual matters (with respect to which information is in the possession of the Authority) upon a certificate or opinion of or representation by an officer of the Authority, unless such counsel or Independent Certified Public Accountant knows, or in the exercise of reasonable care should have known, that the certificate or opinion or representation with respect to the matters upon which such person's certificate or opinion or representation may be based, as aforesaid, is erroneous. The same officer of the Authority, or the same counsel or Independent Certified Public Accountant, as the case may be, need not certify to all of the matters that are required to be certified under any provision of the Indenture, but different officers, counsel or Independent Certified Public Accountants may certify to different matters, respectively.

Section 1.03. Interpretation.

(a) Unless the context otherwise indicates, words expressed in the singular shall include the plural and vice versa, and the use of the neuter, masculine, or feminine gender is for convenience only and shall be deemed to include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of the Indenture; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to the Indenture as a whole and not to any particular Article, Section or subdivision hereof.

ARTICLE II

THE BONDS

Section 2.01. Authorization of Bonds.

(a) The Authority hereby authorizes the issuance hereunder from time to time of the Bonds, which shall constitute special obligations of the Authority, for the purpose of financing the 2024 Project. The Bonds are hereby designated the "Ontario Public Financing Authority Water Revenue Bonds, Series 2024A" in the aggregate principal amount of $_____.

(b) The Indenture constitutes a continuing agreement with the Owners from time to time of the Bonds to secure the full payment of the principal of and interest and premium (if any) on all the Bonds, subject to the covenants, provisions and conditions herein contained.

Section 2.02. Terms of the Bonds. The Bonds shall be issued in fully registered form without coupons in denominations of $5,000 or any integral multiple thereof.

The Bonds shall mature on August 1 in each of the years and in the amounts set forth below and shall bear interest on each Interest Payment Date at the rates set forth below:

Maturity (August 1)	***Principal Amount***	***Interest Rate***

(T) Term Bond.

Interest on the Bonds shall be payable on each Interest Payment Date to the person whose name appears on the Registration Books as the Owner thereof as of the Record Date immediately preceding each such Interest Payment Date, such interest to be paid by check of the Trustee sent by first class mail on the applicable Interest Payment Date to the Owner at the address of such Owner as it appears on the Registration Books (except that in the case of an Owner of one million dollars ($1,000,000) or more in principal amount, such payment may, at such Owner's option, be made by wire transfer of immediately available funds to an account in the United States in accordance with written instructions provided to the Trustee by such Owner prior to the Record Date). Principal of and premium (if any) on any Bond shall be paid by check of the Trustee upon presentation and surrender thereof at maturity or upon the prior redemption thereof, at the Office of the Trustee. Both the principal of and interest and premium (if any) on the Bonds shall be payable in lawful money of the United States of America.

Each Bond shall be dated the date of initial delivery, and shall bear interest from the Interest Payment Date next preceding the date of authentication thereof unless: (a) it is authenticated after a Record Date and on or before the following Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (b) unless it is authenticated on or before May 15, 2022, in which event it shall bear interest from the date of initial delivery; provided, however, that if, as of the date of authentication of any Bond, interest thereon is in default, such Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon. Interest on the Bonds shall be calculated on the basis of a 360-day year composed of twelve 30-day months.

Section 2.03. Transfer of Bonds. Any Bond may, in accordance with its terms, be transferred on the Registration Books by the person in whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of such Bond at the Office of the Trustee for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in a form acceptable to the Trustee. The Trustee shall not be required to register the transfer of any Bond during the period in which the Trustee is selecting Bonds for redemption and any Bond that has been selected for redemption.

Whenever any Bond or Bonds shall be surrendered for transfer, the Authority shall execute and the Trustee shall authenticate and deliver a new Bond or Bonds of authorized denomination or denominations for a like series and aggregate principal amount of the same maturity and series. The Trustee shall require the Bond Owner requesting such transfer to pay any tax or other governmental charge that is required to be paid with respect to such transfer. Following any transfer of Bonds, the Trustee will cancel and destroy the Bonds that it has received.

Prior to any transfer of the Bonds outside the book-entry system (including, but not limited to, the initial transfer outside the book-entry system) the transferor shall provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Section 6045 of the Code, as amended. The Trustee shall conclusively rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

Section 2.04. Exchange of Bonds. Bonds may be exchanged at the Office of the Trustee for a like aggregate principal amount of other authorized denominations of the same series and maturity. The Trustee shall not be required to exchange any Bond during the period in which the Trustee is selecting Bonds for redemption and any Bond that has been selected for redemption. The Trustee shall require the Bond Owner requesting such exchange to pay any tax or other governmental charge that is required to be paid with respect to such exchange. Following any exchange of Bonds, the Trustee will cancel and destroy the Bonds that it has received.

Section 2.05. Registration Books. The Trustee will keep or cause to be kept, at the Office of the Trustee, records for the registration and transfer of ownership of the Bonds, which shall upon reasonable notice and at reasonable times be open to inspection during regular business hours by the Authority, the City and the Owners; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such records, the ownership of the Bonds as hereinbefore provided.

The person in whose name any Bond shall be registered shall be deemed the Owner thereof for all purposes hereof, and payment of or on account of the interest on and principal and Redemption Price of such Bonds shall be made only to or upon the order in writing of such registered Owner, which payments shall be valid and effectual to satisfy and discharge liability upon such Bond to the extent of the sum or sums so paid.

Section 2.06. Form and Execution of Bonds. The Bonds shall be in substantially the form set forth in Exhibit A. The Bonds shall be executed in the name and on behalf of the Authority with the manual or facsimile signature of its Executive Director, attested by the manual or facsimile signature of its Secretary. The Bonds may carry a seal, and such seal may be in the form of a facsimile of the Authority's seal and may be reproduced, imprinted or impressed on the Bonds. The Bonds shall then be delivered to the Trustee for authentication by it. In case any of the officers who shall have signed or attested any of the Bonds shall cease to be such officer or officers of the Authority before the Bonds so signed or attested shall have been authenticated or delivered by the Trustee, or issued by the Authority, such Bonds may nevertheless be authenticated, delivered and issued and, upon such authentication, delivery and issue, shall be as binding upon the Authority as though those who signed and attested the same had continued to be such officers of the Authority, and any Bonds may be signed and attested on behalf of the Authority by those persons who at the actual date of execution of such Bonds are the proper officers of the Authority although at the nominal date of such Bonds any such person shall not have been such officer of the Authority.

Only such of the Bonds as shall bear thereon a certificate of authentication substantially in the form set forth in Exhibit A, manually executed by the Trustee, shall be valid or obligatory for any purpose or entitled to the benefits of the Indenture, and such certificate of or on behalf of the Trustee shall be conclusive evidence that the Bonds so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of the Indenture.

Section 2.07. Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond shall become mutilated, the Authority, at the expense of the Owner of said Bond, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor, series and authorized denomination in exchange and substitution for the Bonds so mutilated, but only upon surrender to the Trustee of the Bond so mutilated. Every mutilated Bond so surrendered to the Trustee shall be canceled by it and upon the written request of the Authority delivered to, or upon the order of, the Authority. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee and, if such evidence be satisfactory to the Trustee and indemnity satisfactory to the Trustee shall be given, the Authority, at the expense of the Owner, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor, series and authorized denomination in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if any such Bond shall have matured or shall be about to mature, instead of issuing a substitute Bond, the Trustee may pay the same without surrender thereof). The Authority may require payment by the Owner of a sum not exceeding the actual cost of preparing each new Bond issued under this Section and of the expenses which may be incurred by the Authority and the Trustee in the premises. Any Bond issued under the provisions of this Section in lieu of any Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the Authority whether or not the Bond so alleged to be lost, destroyed, or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of the Indenture with all other Bonds secured by the Indenture. Notwithstanding any other provision of this Section, in lieu of delivering a new Bond for a Bond which has been mutilated, lost, destroyed or stolen and which has matured or has been selected for redemption, the Trustee may make payment of such Bond upon receipt of indemnity satisfactory to the Trustee.

Section 2.08. Book-Entry System.

(a) Election of Book-Entry System. Prior to the issuance of the Bonds, the Authority may provide that such Bonds shall be initially issued as book-entry Bonds. If the Authority shall elect to deliver any Bonds in book-entry form, then the Authority shall cause the delivery of a separate single fully registered bond (which may be typewritten) for each maturity date of such Bonds in an authorized denomination corresponding to that total principal amount of the Bonds designated to mature on such date. Upon initial issuance, the ownership of each such Bond shall be registered in the Bond Registration Books in the name of the Nominee, as nominee of the Depository, and ownership of the Bonds, or any portion thereof may not thereafter be transferred except as provided in Section 2.08(e).

With respect to book-entry Bonds, the Authority and the Trustee shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds an interest in such book-entry Bonds. Without limiting the immediately preceding sentence, the Authority and the Trustee shall have no responsibility or obligation with respect to: (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in book-entry Bonds; (ii) the delivery to any Participant or any other person, other than an Owner as shown in the Bond Registration Books, of any notice with respect to book-entry Bonds, including any notice of redemption; (iii) the selection by the Depository and its Participants of the beneficial interests in book-entry Bonds to be redeemed in the event that the Authority redeems the Bonds in part; or (iv) the payment by the Depository or any Participant or any other person of any amount of principal of, premium, if any, or interest on book-entry Bonds. The Authority and the Trustee may treat and consider the person in whose name each book-entry Bond is registered in the Bond Registration Books as the absolute Owner of such book-entry Bond for the purpose of payment

of principal of, premium and interest on such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond and for all other purposes whatsoever. The Trustee shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owner, as shown in the Bond Registration Books, or his or her respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Authority's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Bond Registration Books, shall receive a Bond evidencing the obligation to make payments of principal of, premium, if any, and interest on the Bonds. Upon delivery by the Depository to the Authority and the Trustee of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to Record Dates, the word Nominee in the Indenture shall refer to such nominee of the Depository.

(b) Delivery of Letter of Representations. In order to qualify the book-entry Bonds for the Depository's book-entry system, the Authority shall execute and deliver to the Depository a Letter of Representations. The execution and delivery of a Letter of Representations shall not in any way impose upon the Authority or the Trustee any obligation whatsoever with respect to persons having interests in such book-entry Bonds other than the Owners, as shown on the Registration Books. In addition to the execution and delivery of a Letter of Representations, the Authority and the Trustee, if necessary, shall take such other actions, not inconsistent with the Indenture, as are reasonably necessary to qualify book-entry Bonds for the Depository's book-entry program.

(c) Selection of Depository. In the event that: (i) the Depository determines not to continue to act as securities depository for book-entry Bonds; or (ii) the Authority determines that continuation of the book-entry system is not in the best interest of the beneficial owners of the Bonds or the Authority, then the Authority will discontinue the book-entry system with the Depository. If the Authority determines to replace the Depository with another qualified securities depository, the Authority shall prepare or direct the preparation of a new single, separate, fully registered Bond for each of the maturity dates of such book-entry Bonds, registered in the name of such successor or substitute qualified securities depository or its Nominee as provided in subsection (e) hereof. If the Authority fails to identify another qualified securities depository to replace the Depository, then the Bonds shall no longer be restricted to being registered in such Bond Registration Books in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging such Bonds shall designate, in accordance with the provisions of Sections 2.03 and 2.04 hereof.

(d) Payments To Depository. Notwithstanding any other provision of the Indenture to the contrary, so long as all Outstanding Bonds are held in book-entry form and registered in the name of the Nominee, all payments of principal of, redemption premium, if any, and interest on such Bonds and all notices with respect to such Bonds shall be made and given, respectively to the Nominee, as provided in the Letter of Representations or as otherwise instructed by the Depository and agreed to by the Trustee notwithstanding any inconsistent provisions herein.

(e) Transfer of Bonds to Substitute Depository.

(i) The Bonds shall be initially issued as provided in Section 2.01 hereof. Registered ownership of such Bonds, or any portions thereof, may not thereafter be transferred except:

(A) to any successor of DTC or its nominee, or of any substitute depository designated pursuant to clause (B) of subsection (i) of this Section 2.08(e) (a "**Substitute Depository**"); provided that any successor of DTC or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(B) to any Substitute Depository, upon: (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository; or (2) a determination by the Authority that DTC (or its successor) is no longer able to carry out its functions as depository; provided that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(C) to any person as provided below, upon: (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository; or (2) a determination by the Authority that DTC or its successor (or Substitute Depository or its successor) is no longer able to carry out its functions as depository.

(ii) In the case of any transfer pursuant to clause (A) or clause (B) of subsection (i) of this Section 2.08(e), upon receipt of all Outstanding Bonds by the Trustee, together with a written request of the Authority to the Trustee designating the Substitute Depository, a single new Bond, which the Authority shall prepare or cause to be prepared, shall be issued for each maturity of Bonds then Outstanding, registered in the name of such successor or such Substitute Depository or their Nominees, as the case may be, all as specified in such written request of the Authority. In the case of any transfer pursuant to clause (C) of subsection (i) of this Section 2.08(e), upon receipt of all Outstanding Bonds by the Trustee, together with a written request of the Authority to the Trustee, new Bonds, which the Authority shall prepare or cause to be prepared, shall be issued in such denominations and registered in the names of such persons as are requested in such written request of the Authority, subject to the limitations of Section 2.01 hereof, provided that the Trustee shall not be required to deliver such new Bonds within a period of less than sixty (60) days from the date of receipt of such written request from the Authority.

(iii) In the case of a partial redemption or an advance refunding of any Bonds evidencing a portion of the principal maturing in a particular year, DTC or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such Bonds indicating the date and amounts of such reduction in principal, in form acceptable to the Trustee, all in accordance with the Letter of Representations. The Trustee shall not be liable for such Depository's failure to make such notations or errors in making such notations and the records of the Trustee as to the outstanding principal amount of such Bonds shall be controlling.

(iv) The Authority and the Trustee shall be entitled to treat the person in whose name any Bond is registered as the Owner thereof for all purposes of the Indenture and any applicable laws, notwithstanding any notice to the contrary received by the Trustee or the Authority; and the Authority and the Trustee shall have no responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Bonds. Neither the Authority nor the Trustee shall have any responsibility or obligation, legal or otherwise, to any such beneficial owners or to any other party, including DTC or its successor (or Substitute

Depository or its successor), except to the Owner of any Bonds, and the Trustee may rely conclusively on its records as to the identity of the Owners of the Bonds.

ARTICLE III

ISSUANCE OF BONDS; APPLICATION OF PROCEEDS

Section 3.01. Issuance of the Bonds. At any time after the execution of the Indenture, the Authority may execute and the Trustee shall authenticate and, upon Request of the Authority, deliver the Bonds in the aggregate principal amount of $_____.

Section 3.02. Application of Proceeds of the Bonds. The proceeds received by the Trustee from the sale of the Bonds in the amount of $_____ (consisting of the principal amount of the Bonds, less $_____ of underwriter's discount, [plus/less] $_____ of [net] original issue [premium/discount] shall be deposited in trust with the Trustee, who shall apply such proceeds as follows pursuant to the Instructions to the Trustee executed by the Authority on the Closing Date (which Instructions constitute a Direction of the Authority): (i) the Trustee shall deposit the amount of $_____ in the Costs of Issuance Fund; and (ii) the Trustee shall deposit the amount of $_____ in the Acquisition Fund to finance a portion of the costs of the 2024 Project. The Trustee may establish temporary funds or accounts in its records to facilitate and record the above transfer of proceeds.

Section 3.03. Establishment and Application of Costs of Issuance Fund. The Trustee shall establish, maintain and hold in trust a separate fund designated as the "Costs of Issuance Fund." The moneys in the Costs of Issuance Fund shall be used and withdrawn by the Trustee to pay the Costs of Issuance upon submission of Requisitions of the Authority stating the person to whom payment is to be made, the amount to be paid, the purpose for which the obligation was incurred, that such payment is a proper charge against said fund and that payment for such charge has not previously been made. Each such Requisition of the Authority shall be sufficient evidence to the Trustee of the facts stated therein, and the Trustee shall have no duty to confirm the accuracy of such facts. On the six month anniversary of the Closing Date, or upon the earlier Request of the Authority, all amounts remaining in the Costs of Issuance Fund shall be deposited in the Interest Account and the Costs of Issuance Fund shall be closed.

Section 3.04. Acquisition Fund. The Trustee shall establish, maintain and hold in trust a separate fund designated as the "Acquisition Fund." The moneys in the Acquisition Fund shall be held by the Trustee in trust and applied to the payment of the costs of acquisition and construction of the 2024 Project and of expenses incidental thereto.

Before any payment is made from the Acquisition Fund by the Trustee, the City Manager, acting as agent of the Authority, shall cause to be filed with the Trustee a certificate of the City in the form set forth in Exhibit C to the Installment Purchase Agreement.

Upon receipt of each such certificate, on which the Trustee is entitled to rely conclusively, without investigation, the Trustee will pay the amount that is set forth in such certificate as directed by the terms thereof or disburse funds to the City for such payment as directed by the City in such certificate. The Trustee need not make any such payment if it has received notice of any lien, right to lien, attachment upon or claim affecting the right to receive payment of any of the moneys to be so paid, which has not been released or will not be released simultaneously with such payment.

When the 2024 Project shall have been constructed and acquired in accordance with the Installment Purchase Agreement, a statement of the City stating the fact and date of such acquisition, construction and acceptance and stating that all of such costs of acquisition and incidental expenses have been determined and paid (or that all of such costs and expenses have been paid less specified claims which are subject to dispute and for which a retention in the Acquisition Fund is to be maintained in the full amount of such claims until such dispute is resolved), shall be delivered to the Trustee by the City Manager. Upon the receipt of such statement, the Trustee shall transfer any remaining balance in the Acquisition Fund which is not needed for Acquisition Fund purposes (but less the amount of any such retention, which amount shall be certified to the Trustee by the City Manager) to the 2024A Bond Payment Fund for payment of Bonds in accordance herewith.

Section 3.05. Validity of Bonds. The validity of the authorization and issuance of the Bonds is not dependent on and shall not be affected in any way by any proceedings taken by the Authority, the City or the Trustee with respect to or in connection with the Installment Purchase Agreement. The recital contained in the Bonds that the same are issued pursuant to the Constitution and laws of the State shall be conclusive evidence of the validity and of compliance with the provisions of law in their issuance.

ARTICLE IV

REDEMPTION OF BONDS

Section 4.01. Terms of Redemption.

(a) The Bonds with stated maturities on or after August 1, 20__ are subject to redemption prior to their respective stated maturities, as a whole or in part as directed by the Authority in a Request provided to the Trustee at least 35 days (or such lesser number of days acceptable to the Trustee in the sole discretion of the Trustee, such notice for the convenience of the Trustee) and by lot within each maturity in integral multiples of $5,000, on August 1, 20__ or any date thereafter at a Redemption Price equal to the principal amount thereof plus accrued interest thereon to the date fixed for redemption, without premium.

In the event of a an optional redemption, the Authority shall provide the Trustee with a revised sinking fund schedule giving effect to the optional redemptions so completed.

(b) The Bonds with stated maturities on August 1, 20__ are subject to mandatory sinking fund redemption in part (by lot) on August 1, 20__ and each August 1 thereafter, in integral multiples of $5,000 at a Redemption Price of the principal amount thereof plus accrued interest to the date fixed for redemption, without premium, in accordance with the following schedule:

Redemption Date (August 1)	***Principal Amount***

* Maturity.

The Bonds with stated maturities on August 1, 20__ are subject to mandatory sinking fund redemption in part (by lot) on August 1, 20__ and each August 1 thereafter, in integral multiples of $5,000 at a Redemption Price of the principal amount thereof plus accrued interest to the date fixed for redemption, without premium, in accordance with the following schedule:

Redemption Date (August 1)	***Principal Amount***

* Maturity.

The Bonds with stated maturities on August 1, 20__ are subject to mandatory sinking fund redemption in part (by lot) on August 1, 20__ and each August 1 thereafter, in integral multiples of $5,000 at a Redemption Price of the principal amount thereof plus accrued interest to the date fixed for redemption, without premium, in accordance with the following schedule:

Redemption Date (August 1)	***Principal Amount***

* Maturity.

The Bonds with stated maturities on August 1, 20__ are subject to mandatory sinking fund redemption in part (by lot) on August 1, 20__ and each August 1 thereafter, in integral multiples of $5,000 at a Redemption Price of the principal amount thereof plus accrued interest to the date fixed for redemption, without premium, in accordance with the following schedule:

Redemption Date (August 1)	***Principal Amount***

* Maturity.

If some but not all of the Bonds maturing on August 1, 20__, August 1, 20__, August 1, 20__ or August 1, 20__ are redeemed pursuant to subsection (a), the principal amount of the applicable Bonds to be redeemed pursuant to this subsection (b) on any subsequent August 1 will be reduced, by $5,000 or an integral multiple thereof, as designated by the Authority in a Certificate of the Authority

filed with the Trustee; provided, however, that the aggregate amount of such reductions shall not exceed the aggregate amount of the applicable Bonds redeemed pursuant to subsection (a).

Section 4.02. Selection of Bonds for Redemption. Whenever provision is made in the Indenture for the redemption of less than all of the Bonds, the Trustee shall select the Bonds for redemption as a whole or in part on any date as directed by the Authority and by lot within each maturity in integral multiples of $5,000 in accordance with Section 4.01 hereof. The Trustee will promptly notify the Authority in writing of the numbers of the Bonds or portions thereof so selected for redemption.

Section 4.03. Notice of Redemption. Notice of redemption shall be mailed by first class mail not less than twenty (20) days nor more than sixty (60) days before any Redemption Date, to the respective Owners of any Bonds that are designated for redemption at their addresses appearing on the Registration Books, to the Securities Depositories and the Information Services. Each notice of redemption shall state the date of notice, the redemption date, the place or places of redemption and the Redemption Price, and shall designate the maturities, CUSIP numbers, if any, and, in the case of Bonds to be redeemed in part only, the respective portions of the principal amount thereof to be redeemed. Each such notice shall also state that on the redemption date there will become due and payable on each of said Bonds or parts thereof that are designated for redemption the Redemption Price thereof or of said specified portion of the principal thereof in the case of a Bond to be redeemed in part only, together with interest accrued thereon to the redemption date, and that (provided that moneys for redemption have been deposited with the Trustee) from and after such redemption date interest thereon shall cease to accrue, and shall require that such Bonds be then surrendered to the Trustee. Neither the failure to receive such notice nor any defect in the notice or the mailing thereof will affect the validity of the redemption of any Bond. Notice of redemption of Bonds shall be given by the Trustee, at the expense of the Authority, for and on behalf of the Authority.

With respect to any notice of optional redemption of Bonds, such notice may state that such redemption shall be conditional upon the receipt by the Trustee on or prior to the date fixed for such redemption of moneys that are sufficient to pay the principal of, premium, if any, and interest on such Bonds to be redeemed and that, if such moneys shall not have been so received, said notice shall be of no force and effect and the Trustee shall not be required to redeem such Bonds. In the event that such notice of redemption contains such a condition and such moneys are not so received, the redemption shall not be made, and the Trustee shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

Section 4.04. Partial Redemption of Bonds. Upon surrender of any Bond redeemed in part only, the Authority shall execute and the Trustee shall authenticate and deliver to the Owner thereof, at the expense of the Authority, a new Bond or Bonds of authorized denominations equal in aggregate principal amount to the unredeemed portion of the Bonds surrendered and of the same series, interest rate and maturity.

Section 4.05. Effect of Redemption. Notice of redemption having been duly given as aforesaid, and moneys for payment of the redemption price of, together with interest accrued to the date fixed for redemption on, the Bonds (or portions thereof) so called for redemption being held by the Trustee, on the redemption date designated in such notice, the Bonds (or portions thereof) so called for redemption shall become due and payable, interest on the Bonds so called for redemption shall cease to accrue, said Bonds (or portions thereof) shall cease to be entitled to any benefit or security under the Indenture, and the Owners of said Bonds shall have no rights in respect thereof

except to receive payment of the redemption price thereof. The Trustee shall, upon surrender for payment of any of the Bonds to be redeemed on their Redemption Dates, pay such Bonds at the Redemption Price.

All Bonds redeemed pursuant to the provisions of this Article shall be canceled upon surrender thereof.

ARTICLE V

REVENUES, FUNDS AND ACCOUNTS; PAYMENT OF PRINCIPAL AND INTEREST

Section 5.01. Pledge and Assignment; Bond Payment Fund.

(a) All of the Authority Revenues and any other amounts (including proceeds of the sale of the Bonds) held in any fund or account that is established pursuant to the Indenture (except the Rebate Fund) are hereby irrevocably pledged to secure the payment of the principal of and interest, and the premium, if any, on the Bonds in accordance with their terms and the provisions of the Indenture. Said pledge shall constitute a lien on and security interest in such amounts and shall attach, be perfected and be valid and binding from and after the Closing Date, without any physical delivery thereof or further act, and shall be valid and binding against all parties having claims of any kind in tort, contract or otherwise against the Authority, irrespective of whether such parties have notice hereof.

(b) The Authority, for good and valuable consideration in hand received, does hereby irrevocably assign and transfer to the Trustee without recourse, for the benefit of the Owners of the Bonds as set forth herein, all of its rights, title, and interest in all Series 2024 Installment Payments payable by the City pursuant to the Installment Purchase Agreement, including all rights of the Authority thereunder as may be necessary to enforce compliance with said provisions (including enforcement of payment obligations and rate covenants, if any, contained in the Installment Purchase Agreement, or otherwise to protect the interest of the Owners of the Bonds). Such assignment shall be subject to and limited by the terms of the Indenture.

(c) There is hereby established with the Trustee the Bond Payment Fund, which the Trustee covenants to maintain and hold in trust separate and apart from other funds held by it so long as any Series 2024 Installment Payments remain unpaid. Except as directed in Sections 5.06 and 5.08, all Authority Revenues shall be promptly deposited by the Trustee upon receipt thereof into the Bond Payment Fund; except that all moneys received by the Trustee and required hereunder to be deposited in the Redemption Fund shall be promptly deposited therein. All Authority Revenues deposited with the Trustee shall be held, disbursed, allocated and applied by the Trustee only as provided in the Indenture. The Trustee shall also create and maintain an Interest Account and a Principal Account within the Bond Payment Fund.

Section 5.02. Allocation of Authority Revenues. The Trustee shall transfer from the Bond Payment Fund and deposit into the following respective accounts the following amounts in the following order of priority and at the following times, the requirements of each such account (including the making up of any deficiencies in any such account resulting from lack of Authority Revenues sufficient to make any earlier required deposit) at the time of deposit to be satisfied before any transfer is made to any account subsequent in priority:

(a) Not later than the Business Day preceding each date on which the interest on the Bonds shall become due and payable hereunder, the Trustee shall deposit in the Interest Account that sum, if any, required to cause the aggregate amount on deposit in the Interest Account to be at least equal to the amount of interest becoming due and payable on such date on all Bonds then Outstanding.

(b) Not later than the Business Day preceding each date on which the principal of the Bonds shall become due and payable hereunder, the Trustee shall deposit in the Principal Account that sum, if any, required to cause the aggregate amount on deposit in the Principal Account to equal the principal amount of the Bonds coming due and payable on such date or subject to mandatory sinking fund redemption on such date.

Section 5.03. Application of Interest Account. All amounts in the Interest Account shall be used and withdrawn by the Trustee solely for the purpose of paying interest on the Bonds as it shall become due and payable (including accrued interest on any Bonds purchased or accelerated prior to maturity pursuant to the Indenture).

Section 5.04. Application of Principal Account. All amounts in the Principal Account shall be used and withdrawn by the Trustee solely to pay the principal amount of the Bonds at maturity, mandatory sinking fund redemption, purchase or acceleration; provided, however, that at any time prior to selection for redemption of any such Bonds, upon written direction of the Authority, the Trustee shall apply such amounts to the purchase of Bonds at public or private sale, as and when and at such prices (including brokerage and other charges, but excluding accrued interest, which is payable from the Interest Account) as shall be directed pursuant to a Request of the Authority, except that the purchase price (exclusive of accrued interest) may not exceed the redemption price then applicable to the Bonds.

Section 5.05. Application of Redemption Fund. There is hereby established with the Trustee, when needed, a special fund designated as the "Redemption Fund." All amounts in the Redemption Fund shall be used and withdrawn by the Trustee solely for the purpose of paying the principal of and accrued interest on the Bonds to be redeemed on any Redemption Date pursuant to Section 4.01(a); provided, however, that at any time prior to selection for redemption of any such Bonds, upon written direction of the Authority, the Trustee shall apply such amounts to the purchase of Bonds at public or private sale, as and when and at such prices (including brokerage and other charges, but excluding accrued interest, which is payable from the Interest Account) as shall be directed pursuant to a Request of the Authority, except that the purchase price (exclusive of accrued interest) may not exceed the redemption price then applicable to the Bonds.

Section 5.06. Investments. All moneys in any of the funds or accounts that are established with the Trustee pursuant to the Indenture shall be invested by the Trustee solely in Permitted Investments, which will, as nearly as practicable, mature on or before the dates when such moneys are anticipated to be needed for disbursement. Such investments shall be directed by the Authority pursuant to a Request of the Authority filed with the Trustee at least two (2) Business Days in advance of the making of such investments. In the absence of any such directions from the Authority, the Trustee shall invest any such moneys in Permitted Investments that are described in clause (B)(5) of the definition thereof; provided, however, that any such investment shall be made by the Trustee only if, prior to the date on which such investment is to be made, the Trustee shall have received a Direction from the Authority specifying a specific money market fund and, if no such Direction from the Authority is so received, the Trustee shall hold such moneys uninvested.

Obligations purchased as an investment of moneys in any fund shall be deemed to be part of such fund or account.

All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder (except for interest or gain derived from the Permitted Investment described in clause (B)(7) of the definition thereof, which shall be retained in such Permitted Investment) shall be deposited in the Interest Account unless otherwise provided in the Indenture. For purposes of acquiring any investments hereunder, the Trustee may commingle funds (other than the Rebate Fund) held by it hereunder upon the Request of the Authority. The Trustee may act as principal or agent in the acquisition or disposition of any investment and may impose its customary charges therefor. The Trustee shall incur no liability for losses arising from any investments made pursuant to this Section 5.06.

The Authority acknowledges that to the extent that regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Authority the right to receive brokerage confirmations of security transactions as they occur, the Authority specifically waives receipt of such confirmations to the extent permitted by law. The Authority further understands that trade confirmations for securities transactions effected by the Trustee will be available upon request at no additional cost and other trade confirmations may be obtained from the applicable broker. The Trustee will furnish the Authority with periodic cash transaction statements which shall include detail for all investment transactions effected by the Trustee hereunder. Upon the Authority's election, such statements will be delivered via the Trustee's online service and upon electing such service, paper statements will be provided only upon request.

The Trustee or any of its affiliates may act as sponsor, advisor or manager in connection with any investments made by the Trustee under the Indenture. The Trustee may rely conclusively upon the investment direction of the Authority as to the suitability and legality of the directed investments.

The Authority shall invest, or cause to be invested, all moneys in any fund or accounts established with the Trustee as provided in the Tax Certificate.

In determining the market value of Permitted Investments, the Trustee may use and rely conclusively and without liability upon any generally recognized pricing information service (including brokers and dealers in securities) available to it.

Section 5.07. Rebate Fund.

(a) Establishment. The Trustee shall establish a separate fund designated the "Rebate Fund" when required in accordance herewith. Absent an opinion of Bond Counsel that the exclusion from gross income for federal income tax purposes of interest with respect to the Bonds will not be adversely affected, the Authority shall cause to be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to this Section and the Tax Certificate. All money at any time deposited in the Rebate Fund shall be held by the Trustee in trust for payment to the United States Treasury. All amounts on deposit in the Rebate Fund for the Bonds shall be governed by this Section and the Tax Certificate for the Bonds, unless and to the extent that the Authority delivers to the Trustee an opinion of Bond Counsel that the exclusion from gross income for federal income tax purposes of interest on the Bonds will not be adversely affected, if such requirements are not satisfied. Notwithstanding anything to the contrary herein or in the Tax Certificate, the Trustee: (i) shall be deemed conclusively to have complied with the provisions

thereof if it follows all Requests of the Authority; (ii) shall have no liability or responsibility to enforce compliance by the Authority with the terms of the Tax Certificate; (iii) may rely conclusively on the Authority's calculations and determinations and certifications relating to rebate matters; and (iv) shall have no responsibility to independently make any calculations or determinations or to review the Authority's calculations or determinations thereunder.

(i) Annual Computation. Within 55 days of the end of every fifth Bond Year (as such term is defined in the Tax Certificate), the Authority shall calculate or cause to be calculated the amount of rebatable arbitrage, in accordance with Section 148(f)(2) of the Code and Section 1.148-3 of the Treasury Regulations (taking into account any applicable exceptions with respect to the computation of the rebatable arbitrage, described, if applicable, in the Tax Certificate (*e.g.*, the temporary investments exceptions of Section 148(f)(4)(B) and the construction expenditures exception of Section 148(f)(4)(C) of the Code), and taking into account whether the election pursuant to Section 148(f)(4)(C)(vii) of the Code (the "**1½% Penalty**") has been made), for this purpose treating the last day of the applicable Bond Year as a computation date, within the meaning of Section 1.148-1(b) of the Treasury Regulations (the "**Rebatable Arbitrage**"). The Authority shall obtain expert advice as to the amount of the Rebatable Arbitrage to comply with this Section.

(ii) Annual Transfer. Within 55 days of the end of every fifth Bond Year, upon the Request of the Authority, an amount shall be deposited to the Rebate Fund by the Trustee from any Authority Revenues legally available for such purpose (as specified by the Authority in the aforesaid Request), if and to the extent required so that the balance in the Rebate Fund shall equal the amount of Rebatable Arbitrage so calculated in accordance with clause (i) of this subsection (a). In the event that immediately following the transfer required by the previous sentence, the amount then on deposit to the credit of the Rebate Fund exceeds the amount required to be on deposit therein, upon Request of the Authority, the Trustee shall withdraw the excess from the Rebate Fund and then credit the excess to the Bond Payment Fund.

(iii) Payment to the Treasury. The Trustee shall pay, as directed by Request of the Authority, to the United States Treasury, out of amounts in the Rebate Fund:

(A) Not later than 60 days after the end of: (X) the fifth Bond Year; and (Y) each applicable fifth Bond Year thereafter, an amount equal to at least 90% of the Rebatable Arbitrage calculated as of the end of such Bond Year; and

(B) Not later than 60 days after the payment of all of the Bonds, an amount equal to 100% of the Rebatable Arbitrage calculated as of the end of such applicable Bond Year, and any income attributable to the Rebatable Arbitrage, computed in accordance with Section 148(f) of the Code and Section 1.148-3 of the Treasury Regulations.

In the event that, prior to the time of any payment required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the Authority shall calculate or cause to be calculated the amount of such deficiency and deposit an amount received from any legally available source equal to such deficiency prior to the time such payment is due. Each payment required to be made pursuant to this subsection (a) shall be made to the Internal Revenue Service Center, Ogden, Utah 84201 on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T (prepared by the Authority), or shall be made in such other manner as provided under the Code.

(b) Disposition of Unexpended Funds. Any funds remaining in the Rebate Fund after redemption and payment of the Bonds and the payments described in subsection (a) above being made may be withdrawn by the Authority and utilized in any manner by the Authority.

(c) Survival of Defeasance. Notwithstanding anything in this Section to the contrary, the obligation to comply with the requirements of this Section shall survive the defeasance or payment in full of the Bonds.

Section 5.08. Application of Funds and Accounts When No Bonds are Outstanding. On the date on which all Bonds shall be retired hereunder or provision made therefor pursuant to Article X and after payment of all amounts due the Trustee hereunder, all moneys then on deposit in any of the funds or accounts (other than the Rebate Fund) established with the Trustee pursuant to the Indenture shall be withdrawn by the Trustee and paid to the Authority for distribution in accordance with the Installment Purchase Agreement.

ARTICLE VI

PARTICULAR COVENANTS

Section 6.01. Punctual Payment. The Authority shall punctually pay or cause to be paid the principal and interest to become due in respect of all of the Bonds, in strict conformity with the terms of the Bonds and of the Indenture, according to the true intent and meaning thereof, but only out of Authority Revenues and other assets pledged for such payment as provided in the Indenture.

Section 6.02. Extension of Payment of Bonds. The Authority shall not directly or indirectly extend or assent to the extension of the maturity of any of the Bonds or the time of payment of any claims for interest by the purchase of such Bonds or by any other arrangement, and in case the maturity of any of the Bonds or the time of payment of any such claims for interest shall be extended, such Bonds or claims for interest shall not be entitled, in case of any default hereunder, to the benefits of the Indenture, except subject to the prior payment in full for the principal of all of the Bonds then Outstanding and of all claims for interest thereon which shall not have been so extended. Nothing in this Section shall be deemed to limit the right of the Authority to issue Bonds for the purpose of refunding any Outstanding Bonds, and such issuance shall not be deemed to constitute an extension of maturity of Bonds.

Section 6.03. Against Encumbrances. The Authority shall not create, or permit the creation of, any pledge, lien, charge or other encumbrances upon the Authority Revenues and other assets pledged or assigned under the Indenture while any of the Bonds are Outstanding, except the pledge and assignment created by the Indenture. Subject to this limitation, the Authority expressly reserves the right to enter into one or more other indentures for any of its corporate purposes, including other programs under the JPA Agreement, and reserves the right to issue other obligations for such purposes.

Section 6.04. Power to Issue Bonds and Make Pledge and Assignment. The Authority is duly authorized pursuant to law to issue the Bonds and to enter into the Indenture and to pledge and assign the Authority Revenues and other assets that are pledged and assigned under the Indenture in the manner and to the extent that is provided in the Indenture. The Bonds and the provisions of the Indenture are and will be the legal, valid and binding special obligations of the Authority in accordance with their terms, and the Authority and the Trustee shall at all times, subject to the

provisions of Article VIII and to the extent permitted by law, defend, preserve and protect said pledge and assignment of Authority Revenues and other assets and all the rights of the Bond Owners under the Indenture against all claims and demands of all persons whomsoever.

Section 6.05. Accounting Records and Financial Statements. The Trustee shall at all times keep, or cause to be kept, proper books of record and account, prepared in accordance with corporate trust industry standards, in which complete and accurate entries shall be made of all transactions that are undertaken by it relating to the proceeds of Bonds, the Authority Revenues and all funds and accounts that have been established by it pursuant to the Indenture. Such books of record and account shall be available for inspection by the Authority and the City upon reasonable prior notice during business hours and under reasonable circumstances.

Section 6.06. Tax Covenants. Notwithstanding any other provision of the Indenture or the Installment Purchase Agreement, absent an opinion of Bond Counsel that the exclusion from gross income of the interest on the Bonds will not be adversely affected for federal income tax purposes, the Authority covenants to comply with all applicable requirements of the Code that are necessary to preserve such exclusion from gross income with respect to the Bonds and specifically covenants, without limiting the generality of the foregoing, as follows:

(a) Private Activity. The Authority will take no action and refrain from taking any action, and the Authority will make no use of the proceeds of the Bonds or of any other moneys or property, which would cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code;

(b) Arbitrage. The Authority will make no use of the proceeds of the Bonds or of any other amounts or property, regardless of the source, and the Authority will not take any action or refrain from taking any action, which will cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code;

(c) Federal Guarantee. The Authority will make no use of the proceeds of the Bonds, and the Authority will not take or omit to take any action, that would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code;

(d) Information Reporting. The Authority will take or cause to be taken all necessary action to comply with the informational reporting requirement of Section 149(e) of the Code which is necessary to preserve the exclusion of interest on the Bonds pursuant to Section 103(a) of the Code;

(e) Hedge Bonds. The Authority will make no use of the proceeds of the Bonds or any other amounts or property, regardless of the source, and the Authority will not take any action or refrain from taking any action, that would cause the Bonds to be considered "hedge bonds" within the meaning of Section 149(g) of the Code unless the Authority takes all necessary action to assure compliance with the requirements of Section 149(g) of the Code to maintain the exclusion from gross income of interest on the Bonds for federal income tax purposes; and

(f) Miscellaneous. The Authority will not take any action or refrain from taking any action which is inconsistent with its expectations stated in the Tax Certificate executed by the Authority in connection with the issuance of the Bonds and will comply with the covenants and requirements that are stated therein and incorporated by reference herein.

This Section and the covenants that are set forth herein shall not be applicable to, and nothing that is contained herein shall be deemed to prevent the Authority from issuing revenue bonds or executing and delivering contracts that are payable on a parity with the Bonds, the interest with respect to which has been determined to be subject to federal income taxation.

Section 6.07. Payments Under Installment Purchase Agreement. The Authority shall promptly collect all Series 2024 Installment Payments due from the City pursuant to the Installment Purchase Agreement and, subject to the provisions of Article VIII, shall enforce and take all steps, actions and proceedings which the Authority or the Trustee determines to be reasonably necessary for the enforcement of all of the obligations of the City thereunder.

The Authority shall not enter into any amendments to the Installment Purchase Agreement except as permitted therein. The Trustee shall give written consent only if: (a) such amendment, modification or termination will not materially adversely affect the interests of the Bond Owners; or (b) the Trustee first obtains the written consent of the Owners of a majority in aggregate principal amount of the Bonds then Outstanding to such amendment, modification or termination.

Section 6.08. Waiver of Laws. The Authority shall not at any time insist upon or plead in any manner whatsoever, or claim or take the benefit or advantage of, any stay or extension law now or at any time hereafter in force that may affect the covenants and agreements contained in the Indenture or in the Bonds, and all benefit or advantage of any such law or laws is hereby expressly waived by the Authority to the extent permitted by law.

Section 6.09. Further Assurances. The Authority will make, execute and deliver any and all such further indentures, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of the Indenture and for the better assuring and confirming unto the Owners of the Bonds of the rights and benefits provided in the Indenture.

Section 6.10. Eminent Domain. If all or any part of the Water System shall be taken by eminent domain proceedings (or sold to a government entity that is threatening to exercise the power of eminent domain), the Net Proceeds therefrom shall be applied in the manner that is specified in Section 6.16 of the Installment Purchase Agreement.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES OF BOND OWNERS

Section 7.01. Events of Default. The following events shall be Events of Default hereunder:

(a) Default by the Authority in the due and punctual payment of the principal of any Bonds when and as the same shall become due and payable, whether at maturity as therein expressed, by proceedings for redemption, by acceleration, or otherwise.

(b) Default by the Authority in the due and punctual payment of any installment of interest on any Bonds when and as the same shall become due and payable.

(c) Default by the Authority in the observance of any of the other covenants, agreements or conditions on its part in the Indenture or in the Bonds contained, if such default shall

have continued for a period of thirty (30) days after written notice thereof specifying such default and requiring the same to be remedied shall have been given to the Authority by the Trustee or by the Owners of not less than a majority in aggregate principal amount of Bonds Outstanding; provided, however, that if in the reasonable opinion of the Authority the default stated in the notice can be corrected, but not within such thirty (30) day period, and corrective action is instituted by the Authority within such thirty (30) day period and diligently pursued in good faith until the default is corrected, such default shall not be an Event of Default hereunder.

(d) The Authority shall file a petition or answer seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or a court of competent jurisdiction shall approve a petition filed with or without the consent of the Authority seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if under the provisions of any other law for the relief or aid of debtors any court of competent jurisdiction shall assume custody or control of the Authority or of the whole or any substantial part of its property.

Section 7.02. Remedies Upon Event of Default. If any Event of Default shall occur, then, and in each and every such case during the continuance of such Event of Default, the Trustee may, and, at the written direction of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding, shall, in each case, upon notice in writing to the Authority and the City, declare the principal of all of the Bonds then Outstanding, and the interest accrued thereon, to be due and payable immediately, and upon any such declaration the same shall become and shall be immediately due and payable, anything in the Indenture or in the Bonds contained to the contrary notwithstanding.

Nothing contained in the Indenture shall permit or require the Trustee or the Authority to accelerate payments due under the Installment Purchase Agreement if the City, which is a party to such Installment Purchase Agreement, is not in default of its obligation thereunder.

Any such declaration is subject to the condition that if, at any time after such declaration, but before any judgment or decree for the payment of the moneys due shall have been obtained or entered, the Authority or the City shall deposit with the Trustee an amount that is sufficient to pay all the principal of and installments of interest on the Bonds the payment of which is overdue, with interest on such overdue principal at the rate borne by the respective Bonds to the extent permitted by law, and the reasonable charges and expenses of the Trustee, and any and all other Events of Default known to the Trustee (other than in the payment of principal of and interest on the Bonds that is due and payable solely by reason of such declaration) shall have been made good or cured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall have been made therefor, then, and in every such case the Trustee shall on behalf of the Owners of all of the Bonds, rescind and annul such declaration and its consequences and waive such Event of Default; but no such rescission and annulment shall extend to or affect any subsequent Event of Default or impair or exhaust any right or power consequent thereon.

Section 7.03. Application of Authority Revenues and Other Funds After Default. If an Event of Default shall occur and be continuing, all Authority Revenues then held or thereafter received by the Trustee and any other funds then held or thereafter received by the Trustee under any of the provisions of the Indenture (other than amounts held in the Rebate Fund) shall be applied by the Trustee as follows and in the following order:

(a) To the payment of any expenses that are necessary in the opinion of the Trustee to protect the interests of the Owners of the Bonds and to the payment of reasonable fees and expenses of the Trustee (including reasonable fees and disbursements of its counsel) incurred in and about the performance of its powers and duties under the Indenture; and

(b) To the payment of the principal of and interest then due on the Bonds (upon presentation of the Bonds to be paid, and stamping or otherwise noting thereon of the payment if only partially paid, or surrender thereof if fully paid) in accordance with the provisions of the Indenture, in the following order of priority:

First: To the payment to the persons that are entitled thereto of all installments of interest then due in the order of the maturity of such installments, and, if the amount that is available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the persons entitled thereto, without any discrimination or preference; and

Second: To the payment to the persons entitled thereto of the unpaid principal of any Bonds which shall have become due, whether at maturity or by acceleration or redemption, with interest on the overdue principal at the rate of eight percent (8%) per annum, and, if the amount that is available shall not be sufficient to pay in full all the Bonds, together with such interest, then to the payment thereof ratably, according to the amounts of principal due on such date to the persons entitled thereto, without any discrimination or preference; and

Third: If there shall exist any remainder after the foregoing payments, such remainder shall be paid to the Authority.

Section 7.04. Trustee to Represent Bond Owners. The Trustee is hereby irrevocably appointed (and the successive respective Owners of the Bonds, by taking and holding the same, shall be conclusively deemed to have so appointed the Trustee) as trustee and true and lawful attorney in fact of the Owners of the Bonds for the purpose of exercising and prosecuting on their behalf such rights and remedies as may be available to such Owners under the provisions of the Bonds or the Indenture and applicable provisions of any other law. Upon the occurrence and continuance of an Event of Default or other occasion giving rise to a right in the Trustee to represent the Bond Owners, the Trustee in its discretion may, and upon the written request of the Owners of a majority in aggregate principal amount of the Bonds then Outstanding, and upon being indemnified to its satisfaction therefor, shall proceed to protect or enforce its rights or the rights of such Owners by such appropriate action, suit, mandamus or other proceedings as it shall deem most effectual to protect and enforce any such right, at law or in equity, either for the specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or for the enforcement of any other appropriate legal or equitable right or remedy vested in the Trustee or in such Owners under the Bonds or the Indenture or any other law; and upon instituting such proceeding, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver of the Authority Revenues and other assets pledged under the Indenture, pending such proceedings. All rights of action under the Indenture or the Bonds or otherwise may be prosecuted and enforced by the Trustee without the possession of any of the Bonds or the production thereof in any proceeding relating thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in the name of the Trustee for the benefit and protection of all the Owners of such Bonds, subject to the provisions of the Indenture.

Section 7.05. Bond Owners' Direction of Proceedings. Anything in the Indenture to the contrary notwithstanding, the Owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, by an instrument or concurrent instruments in writing that are executed and delivered to the Trustee, and upon indemnification of the Trustee to its reasonable satisfaction, to direct the method of conduct in all remedial proceedings taken by the Trustee hereunder, provided that such direction shall not be otherwise than in accordance with law and the provisions of the Indenture, and that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee would be unjustly prejudicial to Bond Owners who are not parties to such direction.

Section 7.06. Suit by Owners. No Owner of any Bonds shall have the right to institute any suit, action or proceeding at law or in equity, for the protection or enforcement of any right or remedy under the Indenture, the Installment Purchase Agreement, the JPA Agreement or any other applicable law with respect to such Bonds, unless: (a) such Owners shall have given to the Trustee written notice of the occurrence of an Event of Default; (b) the Owners of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such suit, action or proceeding in its own name; (c) such Owner or Owners shall have tendered to the Trustee reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request; (d) the Trustee shall have failed to comply with such request for a period of sixty (60) days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee; and (e) no direction which is inconsistent with such written request shall have been given to the Trustee during such sixty (60) day period by the Owners of a majority in aggregate principal amount of the Bonds then Outstanding.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of Bonds of any remedy hereunder or under law; it being understood and intended that no one or more Owners of Bonds shall have any right in any manner whatever by their action to affect, disturb or prejudice the security of the Indenture or the rights of any other Owners of Bonds, or to enforce any right under the Bonds, the Indenture, the Installment Purchase Agreement, the JPA Agreement or other applicable law with respect to the Bonds, except in the manner herein provided, and that all proceedings at law or in equity to enforce any such right shall be instituted, had and maintained in the manner herein provided and for the benefit and protection of all Owners of the Outstanding Bonds, subject to the provisions of the Indenture.

Section 7.07. Absolute Obligation of the Authority. Nothing in this Section or in any other provision of the Indenture or in the Bonds shall affect or impair the obligation of the Authority, which is absolute and unconditional, to pay the principal of and interest on the Bonds to the respective Owners of the Bonds at their respective dates of maturity, or upon call for redemption, as herein provided, but only out of the Authority Revenues and other assets herein pledged therefor, or affect or impair the right of such Owners, which is also absolute and unconditional, to enforce such payment by virtue of the contract embodied in the Bonds.

Section 7.08. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Trustee or to the Owners of the Bonds is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

Section 7.09. No Waiver of Default. No delay or omission of the Trustee or of any Owner of the Bonds to exercise any right or power arising upon the occurrence of any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein.

ARTICLE VIII

THE TRUSTEE

Section 8.01. Duties, Immunities and Liabilities of Trustee.

(a) The Trustee shall, prior to an Event of Default, and after the curing of all Events of Default which may have occurred, perform such duties and only such duties as are expressly and specifically set forth in the Indenture, and no implied covenants or duties shall be read into the Indenture against the Trustee. The Trustee shall, during the existence of any Event of Default (which has not been cured), exercise such of the rights and powers vested in it by the Indenture, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(b) The Authority may remove the Trustee upon thirty (30) days prior notice, unless an Event of Default shall have occurred and then be continuing, and shall remove the Trustee if at any time requested to do so by an instrument or concurrent instruments in writing signed by the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding (or their attorneys duly authorized in writing) or if at any time the Trustee shall cease to be eligible in accordance with subsection (e) of this Section, or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or a receiver of the Trustee or its property shall be appointed, or any public officer shall take control or charge of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, in each case by giving written notice of such removal to the Trustee. The Authority shall promptly appoint a successor Trustee by an instrument in writing.

(c) The Trustee may at any time resign by giving written notice of such resignation to the Authority and by giving the Bond Owners notice of such resignation by mail at the addresses shown on the Registration Books. Upon receiving such notice of resignation, the Authority shall promptly appoint a successor Trustee by an instrument in writing.

(d) No removal, resignation or termination of the Trustee shall become effective until a successor meeting the requirements below shall be qualified and appointed and shall have accepted its appointment. If no successor Trustee shall have been appointed and have accepted appointment within forty-five (45) days of giving notice of removal or notice of resignation as aforesaid, the resigning Trustee or any Bond Owner (on behalf of himself and all other Bond Owners) may petition any court of competent jurisdiction for the appointment of a successor Trustee, and such court may thereupon, after such notice (if any) as it may deem proper, appoint such successor Trustee. Any successor Trustee that is appointed under the Indenture shall signify its acceptance of such appointment by executing and delivering to the Authority and to its predecessor Trustee a written acceptance thereof, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become vested with all the moneys, estates, properties, rights, powers, trusts, duties and obligations of such predecessor Trustee, with like effect as if originally named Trustee herein; but, nevertheless at the Request of the Authority or the request of the successor

Trustee, such predecessor Trustee shall execute and deliver any and all instruments of conveyance or further assurance and do such other things as may reasonably be required for more fully and certainly vesting in and confirming to such successor Trustee all of the right, title and interest of such predecessor Trustee in and to any property held by it under the Indenture and shall pay over, transfer, assign and deliver to the successor Trustee any money or other property that is subject to the trusts and conditions herein set forth. Upon request of the successor Trustee, the Authority shall execute and deliver any and all instruments as may be reasonably required for more fully and certainly vesting in and confirming to such successor Trustee all such moneys, estates, properties, rights, powers, trusts, duties and obligations. Upon acceptance of appointment by a successor Trustee as provided in this subsection, the Authority shall mail or cause the successor trustee to mail a notice of the succession of such Trustee to the trusts hereunder to each rating agency which is then rating the Bonds and to the Bond Owners at the addresses shown on the Registration Books. If the Authority fails to mail such notice within fifteen (15) days after acceptance of appointment by the successor Trustee, the successor Trustee shall cause such notice to be mailed at the expense of the Authority.

(e) Any Trustee that is appointed under the provisions of this Section in succession to the Trustee shall be a national banking association that is supervised by the Office of the Comptroller of the Currency and has at least $250 million of assets, a state-chartered commercial bank that is a member of the Federal Reserve System and has at least $1 billion of assets. If such national banking association or bank publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority that is referred to above, then for the purpose of this subsection, the combined capital and surplus of such national banking association or bank shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this subsection (e), the Trustee shall resign immediately in the manner and with the effect specified in this Section.

Section 8.02. Merger or Consolidation. Any trust company, banking association or bank into which the Trustee may be merged or converted or with which it may be consolidated, any trust company, banking association or bank resulting from any merger, conversion or consolidation to which it shall be a party or any trust company, banking association or bank to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided that such trust company, banking association or bank shall be eligible under Section 8.01(e), shall be the successor to such Trustee, without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

Section 8.03. Liability of Trustee.

(a) The recitals of facts herein and in the Bonds shall be taken as statements of the Authority, and the Trustee shall not assume responsibility for the correctness of the same, or make any representations as to the validity or sufficiency of the Indenture, the Bonds or the Installment Purchase Agreement, nor shall the Trustee incur any responsibility in respect thereof, other than as expressly stated herein in connection with the respective duties or obligations herein or in the Bonds assigned to or imposed upon it. The Trustee shall, however, be responsible for its representations contained in its certificate of authentication on the Bonds. The Trustee shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct. The Trustee may become the Owner of Bonds with the same rights it would have if it were not Trustee, and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any

committee formed to protect the rights of Bond Owners, whether or not such committee shall represent the Owners of a majority in principal amount of the Bonds then Outstanding.

(b) The Trustee shall not be liable for any error of judgment that is made in good faith by a responsible officer, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts.

(c) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of not less than a majority (or such other percentage provided for herein) in aggregate principal amount of the Bonds at the time Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under the Indenture.

(d) The Trustee shall not be liable for any action taken by it in good faith and believed by it to be authorized or within the discretion or rights or powers conferred upon it by the Indenture.

(e) The Trustee shall not be deemed to have knowledge of any default or Event of Default hereunder or under the Installment Purchase Agreement or any other event which, with the passage of time, the giving of notice, or both, would constitute an Event of Default hereunder or under the Installment Purchase Agreement unless and until a Responsible Officer of the Trustee shall have actual knowledge of such event or the Trustee shall have been notified in writing, in accordance with Section 11.07, of such event by the Authority or the Owners of not less than twenty-five percent (25%) of the Bonds then Outstanding. Except as otherwise expressly provided herein, the Trustee shall not be bound to ascertain or inquire as to the performance or observance by the Authority or the City of any of the terms, conditions, covenants or agreements herein, or under the Installment Purchase Agreement, of any of the documents executed in connection with the Bonds or as to the existence of an Event of Default thereunder or an event which would, with the giving of notice, the passage of time, or both, constitute an Event of Default thereunder. The Trustee shall not be responsible for the validity, effectiveness or priority of any collateral that is given to or held by it.

(f) No provision of the Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties hereunder, or in the exercise of any of its rights or powers.

(g) The Trustee shall be under no obligation to exercise any of the rights or powers that are vested in it by the Indenture at the request or direction of Owners pursuant to the Indenture unless such Owners shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction. No permissive power, right or remedy that is conferred upon the Trustee hereunder shall be construed to impose a duty to exercise such power, right or remedy.

(h) Whether or not herein expressly so provided, every provision of the Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Article VIII.

(i) The Trustee shall have no responsibility or liability with respect to any information, statement, or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds.

(j) The immunities that are extended to the Trustee also extend to its directors, officers, employees and agents.

(k) The Trustee may execute any of the trusts or powers of the Indenture and perform any of its duties through attorneys, agents and receivers and shall not be answerable for the conduct of the same if appointed by it with reasonable care.

(l) The Trustee shall not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, acts of God or of the public enemy or terrorists, acts of a government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosions, mob violence, riots, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, litigation or arbitration involving a party or others relating to zoning or other governmental action or inaction pertaining to the 2024 Project, malicious mischief, condemnation and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar event and/or occurrences beyond the control of the Trustee.

(m) The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("**Instructions**") given pursuant to the Indenture and delivered using Electronic Means ("**Electronic Means**"), which shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder); provided, however, that the Authority shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("**Authorized Officers**") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Authority whenever a person is to be added or deleted from the listing. If the Authority elects to give the Trustee Instructions using Electronic Means and the Trustee acts upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The Authority understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The Authority shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the Authority and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Authority. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding the fact that such directions conflict or are inconsistent with a subsequent written instruction. The Authority agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure

methods of transmitting Instructions than the method(s) selected by the Authority; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedure.

(n) The Trustee shall not be concerned with or accountable to anyone for the subsequent use or application of any moneys which shall be released or withdrawn in accordance with the provisions hereof.

(o) The permissive right of the Trustee to do things enumerated herein shall not be construed as a duty and it shall not be answerable for other than its negligence or willful misconduct.

Section 8.04. Right to Rely on Documents. The Trustee shall be protected in acting upon any notice, resolution, requisition, request, consent, order, certificate, report, opinion, notes, direction, facsimile transmission, electronic mail or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee may consult with counsel, who may be counsel of or to the Authority, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

The Trustee may treat the Owners of the Bonds appearing in the Trustee's Registration Books as the absolute owners of the Bonds for all purposes and the Trustee shall not be affected by any notice to the contrary.

Whenever in the administration of the trusts imposed upon it by the Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof is specifically prescribed herein) may be deemed to be conclusively proved and established by a Certificate, Request or Requisition of the Authority, and such Certificate, Request or Requisition shall be full warrant to the Trustee for any action taken or suffered in good faith under the provisions of the Indenture in reliance upon such Certificate, Request or Requisition, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as it may deem reasonable.

Section 8.05. Preservation and Inspection of Documents. All documents that are received by the Trustee under the provisions of the Indenture shall be retained in its possession and shall be subject at all reasonable times to the inspection of the Authority, the City and any Bond Owner, and their agents and representatives duly authorized in writing, at reasonable hours and under reasonable conditions.

Section 8.06. Compensation and Indemnification. The Authority shall pay to the Trustee from time to time reasonable compensation for all services that are rendered under the Indenture, and also all reasonable expenses, charges, legal and consulting fees and other disbursements and those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under the Indenture.

The Authority shall indemnify, defend and hold harmless the Trustee, its officers, employees, directors and agents from and against any loss, costs, claims, liability or expense (including fees and expenses of its attorneys and advisors) incurred without negligence or bad faith on its part, arising out of or in connection with the execution of the Indenture, acceptance or administration of this trust, including costs and expenses of defending itself against any claim or liability in connection with the exercise or performance of any of its powers hereunder. The rights of the Trustee and the obligations of the Authority under this Section 8.06 shall survive removal or resignation of the Trustee hereunder or the discharge of the Bonds and the Indenture.

ARTICLE IX

MODIFICATION OR AMENDMENT OF THE INDENTURE

Section 9.01. Amendments Permitted.

(a) The Indenture and the rights and obligations of the Authority, the Owners of the Bonds and the Trustee may be modified or amended from time to time and at any time by an indenture or indentures supplemental thereto, which the Authority and the Trustee may enter into when the prior written consents of the Owners of a majority in aggregate principal amount of all Bonds then Outstanding, exclusive of Bonds that are disqualified as provided in Section 11.09, have been filed with the Trustee. No such modification or amendment may: (1) extend the fixed maturity of any Bonds, or reduce the amount of principal thereof or premium (if any) thereon, or extend the time of payment, or change the rate of interest or the method of computing the rate of interest thereon, or extend the time of payment of interest thereon, without the consent of the Owner of each Bond so affected; or (2) reduce the aforesaid percentage of Bonds the consent of the Owners of which is required to affect any such modification or amendment, or permit the creation of any lien on the Authority Revenues and other assets pledged under the Indenture prior to or on a parity with the lien that is created by the Indenture except as permitted herein, or deprive the Owners of the Bonds of the lien created by the Indenture on such Authority Revenues and other assets except as permitted herein, without the consent of the Owners of all of the Bonds then Outstanding. It shall not be necessary for the consent of the Bond Owners to approve the particular form of any Supplemental Indenture, but it shall be sufficient if such consent shall approve the substance thereof. Promptly after the execution by the Authority and the Trustee of any Supplemental Indenture pursuant to this subsection (a), the Trustee shall mail a notice, setting forth in general terms the substance of such Supplemental Indenture, to each Rating Agency and the Owners of the Bonds at the respective addresses shown on the Registration Books. Any failure to give such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such Supplemental Indenture.

(b) The Indenture and the rights and obligations of the Authority, the Trustee and the Owners of the Bonds may also be modified or amended from time to time and at any time by a Supplemental Indenture, which the Authority and the Trustee may enter into without the consent of any Bond Owners, if the Trustee shall receive an opinion of Bond Counsel to the effect that the provisions of such Supplemental Indenture shall not materially adversely affect the interests of the Owners of the Outstanding Bonds, including, without limitation, for any one or more of the following purposes:

(1) to add to the covenants and agreements of the Authority contained in the Indenture other covenants and agreements thereafter to be observed, to pledge or assign

additional security for the Bonds (or any portion thereof), or to surrender any right or power herein reserved to or conferred upon the Authority;

(2) to make such provisions for the purpose of curing any ambiguity, inconsistency or omission, or of curing or correcting any defective provision, contained in the Indenture, or in regard to matters or questions arising under the Indenture, as the Authority may deem necessary or desirable;

(3) to modify, amend or supplement the Indenture in such manner as to permit the qualification hereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereunder in effect, and to add such other terms conditions and provisions as may be permitted by said act or similar federal statute; and

(4) to modify, amend or supplement the Indenture in such manner as to cause interest on the Bonds to remain excludable from gross income under the Code.

(c) The Trustee may in its discretion, but shall not be obligated to, enter into any such Supplemental Indenture that is authorized by subsections (a) or (b) of this Section which materially adversely affects the Trustee's own rights, duties or immunities under the Indenture or otherwise.

(d) Prior to the Trustee entering into any Supplemental Indenture hereunder, there shall be delivered to the Trustee an opinion of Bond Counsel stating, in substance, that such Supplemental Indenture has been adopted in compliance with the requirements of the Indenture and that the adoption of such Supplemental Indenture will not, in and of itself, adversely affect the exclusion of interest on the Bonds from federal income taxation and the exclusion of interest on the Bonds from state income taxation.

Section 9.02. Effect of Supplemental Indenture. Upon the execution of any Supplemental Indenture pursuant to this Article, the Indenture shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under the Indenture of the Authority, the Trustee and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced thereunder subject in all respects to such modification and amendment, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of the Indenture for any and all purposes.

Section 9.03. Endorsement of Bonds; Preparation of New Bonds. Bonds delivered after the execution of any Supplemental Indenture pursuant to this Article may, and if the Trustee so determines shall, bear a notation by endorsement or otherwise in form approved by the Authority as to any modification or amendment provided for in such Supplemental Indenture, and, in that case, upon demand on the Owner of any Bonds Outstanding at the time of such execution and presentation of his or her Bonds for the purpose at the Office of the Trustee or at such additional offices as the Trustee may select and designate for that purpose, a suitable notation shall be made on such Bonds. If the Supplemental Indenture shall so provide, new Bonds so modified as to conform, in the opinion of the Authority, to any modification or amendment that is contained in such Supplemental Indenture, shall be prepared and executed by the Authority and authenticated by the Trustee, and upon demand on the Owners of any Bonds then Outstanding shall be exchanged at the Office of the Trustee, without cost to any Bond Owner, for Bonds then Outstanding, upon surrender for cancellation of such Bonds, in equal aggregate principal amount of the same maturity.

Section 9.04. Amendment of Particular Bonds. The provisions of this Article shall not prevent any Bond Owner from accepting any amendment as to the particular Bonds held by such Bond Owner.

ARTICLE X

DEFEASANCE

Section 10.01. Discharge of Indenture. The Bonds may be paid by the Authority in any of the following ways, provided that the Authority also pays or causes to be paid any other sums payable hereunder by the Authority:

(a) by paying or causing to be paid the principal of and interest and redemption premiums (if any) on the Bonds, as and when the same become due and payable;

(b) by depositing with the Trustee, in trust, at or before maturity, money or securities in the necessary amount (as provided in Section 10.03) to pay or redeem all Bonds then Outstanding; or

(c) by delivering to the Trustee, for cancellation by it, all of the Bonds then Outstanding.

If the Authority shall also pay or cause to be paid all other sums that are payable hereunder by the Authority, then and in that case, at the election of the Authority (as evidenced by a Certificate of the Authority, filed with the Trustee, signifying the intention of the Authority to discharge all such indebtedness and the Indenture), and notwithstanding that any Bonds shall not have been surrendered for payment, the Indenture and the pledge of Authority Revenues and other assets under the Indenture and all covenants, agreements and other obligations of the Authority under the Indenture shall cease, terminate, become void and be completely discharged and satisfied. In such event, upon the Request of the Authority, the Trustee shall execute and deliver to the Authority all such instruments as may be necessary or desirable to evidence such discharge and satisfaction, and the Trustee shall pay over, transfer, assign or deliver all moneys or securities or other property held by it pursuant to the Indenture which are not required for the payment or redemption of Bonds not theretofore surrendered for such payment or redemption to the Authority.

Section 10.02. Discharge of Liability on Bonds. Upon the deposit with the Trustee, in trust, at or before maturity, of money or securities in the necessary amount (as provided in Section 10.03) to pay or redeem any Outstanding Bonds (whether upon or prior to the maturity or the redemption date of such Bonds), provided that, if such Outstanding Bonds are to be redeemed prior to maturity, notice of such redemption shall have been given as provided in Article IV or provisions satisfactory to the Trustee shall have been made for the giving of such notice, then all liability of the Authority in respect of such Bonds shall cease, terminate and be completely discharged, and the Owners thereof shall thereafter be entitled only to payment out of such money or securities that are deposited with the Trustee as aforesaid for their payment, subject however, to the provisions of Section 10.04.

The Authority may at any time surrender to the Trustee for cancellation by it any Bonds that were previously issued and delivered, which the Authority may have acquired in any manner whatsoever, and such Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

Section 10.03. Deposit of Money or Securities with Trustee. Whenever in the Indenture it is provided or permitted that there be deposited with or held in trust by the Trustee money or securities in the necessary amount to pay or redeem any Bonds, the money or securities so to be deposited or held may include money or securities held by the Trustee in the funds and accounts established pursuant to the Indenture and shall be:

(a) lawful money of the United States of America in an amount that is equal to the principal amount of such Bonds and all unpaid interest thereon to maturity, except that, in the case of Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption shall have been given as provided in Article IV or provisions satisfactory to the Trustee shall have been made for the giving of such notice, the amount to be deposited or held shall be the principal amount of such Bonds and all unpaid interest and premium, if any, thereon to the redemption date; or

(b) Federal Securities the principal of and interest on which when due will, in the written opinion of an Independent Certified Public Accountant filed with the Authority and the Trustee, provide money that is sufficient to pay the principal of and all unpaid interest to maturity, or to the redemption date (with premium, if any), as the case may be, on the Bonds to be paid or redeemed, as such principal, interest and premium, if any, become due, provided that in the case of Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as provided in Article IV or provision satisfactory to the Trustee shall have been made for the giving of such notice;

provided, in each case, that: (i) the Trustee shall have been irrevocably instructed (by the terms of the Indenture or by Request of the Authority) to apply such money to the payment of such principal, interest and premium, if any, with respect to such Bonds; and (ii) the Authority shall have delivered to the Trustee an opinion of Bond Counsel addressed to the Authority and the Trustee to the effect that such Bonds have been discharged in accordance with the Indenture (which opinion may rely upon and assume the accuracy of the Independent Certified Public Accountant's opinion referred to above).

Section 10.04. Payment of Bonds After Discharge of Indenture. Notwithstanding any provisions of the Indenture, any moneys which are held by the Trustee in trust for the payment of the principal of, or interest on, any Bonds and which remain unclaimed for two (2) years after the principal of all of the Bonds has become due and payable (whether at maturity or upon call for redemption or by acceleration as provided in the Indenture), if such moneys were so held at such date, or two (2) years after the date of deposit of such moneys if deposited after said date when all of the Bonds became due and payable, shall be repaid (without liability for interest) to the Authority free from the trusts created by the Indenture upon receipt of an indemnification agreement that is acceptable to the Authority and the Trustee indemnifying the Trustee with respect to claims of Owners of Bonds which have not yet been paid, and all liability of the Trustee with respect to such moneys shall thereupon cease; provided, however, that before the repayment of such moneys to the Authority as aforesaid, the Trustee shall at the written direction of the Authority (at the cost of the Authority) first mail to the Owners of Bonds which have not yet been paid, at the addresses shown on the Registration Books, a notice, in such form as may be deemed appropriate by the Trustee with respect to the Bonds so payable and not presented and with respect to the provisions relating to the repayment to the Authority of the moneys held for the payment thereof.

ARTICLE XI

MISCELLANEOUS

Section 11.01. Liability of Authority Limited to Authority Revenues. Notwithstanding anything in the Indenture or the Bonds, the Authority shall not be required to advance any moneys derived from any source other than the Authority Revenues and other moneys pledged under the Indenture for any of the purposes of the Indenture, whether for the payment of the principal of or interest on the Bonds or for any other purpose of the Indenture. Nevertheless, the Authority may, but shall not be required to, advance for any of the purposes hereof any funds of the Authority which may be made available to it for such purposes.

The Bonds are not a debt of the members of the Authority, the State or any of its political subdivisions (other than the Authority) and neither the members of the Authority, said State nor any of its political subdivisions (other than the Authority) is liable thereon. The City shall have no liability or obligation herein except with respect to Series 2024 Installment Payments payable under the Installment Purchase Agreement.

Section 11.02. Successor Is Deemed Included in All References to Predecessor. Whenever in the Indenture either the Authority or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all covenants and agreements in the Indenture by or on behalf of the Authority or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 11.03. Limitation of Rights to Parties and Bond Owners. Nothing in the Indenture or in the Bonds, express or implied, is intended or shall be construed to give to any person other than the Authority, the Trustee, the City and the Owners of the Bonds, any legal or equitable right, remedy or claim under or in respect of the Indenture or any covenant, condition or provision therein or herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the Authority, the Trustee, the City and the Owners of the Bonds.

Section 11.04. Waiver of Notice; Requirement of Mailed Notice. Whenever in the Indenture the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person who is entitled to receive such notice, and in any such case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver. Whenever in the Indenture any notice shall be required to be given by mail, such requirement shall be satisfied by the deposit of such notice in the United States mail, postage prepaid, by first class mail.

Section 11.05. Destruction of Bonds. Whenever in the Indenture provision is made for the cancellation by the Trustee and the delivery to the Authority of any Bonds, the Trustee shall destroy such Bonds as may be allowed by law and upon request deliver a certificate of such destruction to the Authority.

Section 11.06. Severability of Invalid Provisions. If any one or more of the provisions contained in the Indenture or in the Bonds shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in the Indenture and such invalidity, illegality or unenforceability shall not affect any other provision of the Indenture, and the Indenture shall be construed as if such

invalid or illegal or unenforceable provision had never been contained herein. The Authority hereby declares that it would have entered into the Indenture and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issuance of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses or phrases of the Indenture may be held illegal, invalid or unenforceable.

Section 11.07. Notices. Any notice to or demand upon the Authority or the Trustee shall be deemed to have been sufficiently given or served for all purposes by being sent by facsimile or by being deposited, first class mail, postage prepaid, in a post office box, to the Authority at 303 East B Street, Ontario, California 91764, Attention: Executive Director (or such other address as may have been filed in writing by the Authority with the Trustee), or to the Trustee at its Office by first class mail. Notwithstanding the foregoing provisions of this Section 11.07, the Trustee shall not be deemed to have received, and shall not be liable for failing to act upon the contents of, any notice unless and until the Trustee actually receives such notice.

Section 11.08. Evidence of Rights of Bond Owners. Any request, consent or other instrument that is required or permitted by the Indenture to be signed and executed by Bond Owners may be in any number of concurrent instruments of substantially similar tenor and shall be signed or executed by such Bond Owners in person or by an agent or agents duly appointed in writing. Proof of the execution of any such request, consent or other instrument or of a writing appointing any such agent, or of the holding by any person of Bonds transferable by delivery, shall be sufficient for any purpose of the Indenture and shall be conclusive in favor of the Trustee and the Authority if made in the manner provided in this Section.

The fact and date of the execution by any person of any such request, consent or other instrument or writing may be proved by the certificate of any notary public or other officer of any jurisdiction, authorized by the laws thereof to take acknowledgments of deeds, certifying that the person signing such request, consent or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution duly sworn to before such notary public or other officer.

The Ownership of Bonds shall be proved by the Registration Books. Any request, consent, or other instrument or writing of the Owner of any Bond shall bind every future Owner of the same Bond and the Owner of every Bond issued in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Trustee or the Authority in accordance therewith or reliance thereon.

Section 11.09. Disqualified Bonds. In determining whether the Owners of the requisite aggregate principal amount of Bonds have concurred in any demand, request, direction, consent or waiver under the Indenture, Bonds which are actually known by the Trustee to be owned or held by or for the account of the Authority, or by any other obligor on the Bonds, or by any person that is directly or indirectly controlling or controlled by, or under direct or indirect common control with, the Authority or any other obligor on the Bonds, shall be disregarded and deemed not to be Outstanding for the purpose of any such determination. Bonds so owned which have been pledged in good faith may be regarded as Outstanding for the purposes of this Section if the pledgee shall establish to the satisfaction of the Trustee the pledgee's right to vote such Bonds and that the pledgee is not a person that is directly or indirectly controlling or controlled by, or under direct or indirect common control with, the Authority or any other obligor on the Bonds. In case of a dispute as to such right, any decision by the Trustee taken upon the advice of counsel shall be full protection to the

Trustee. Upon request, the Authority shall certify to the Trustee those Bonds that are disqualified pursuant to this Section 11.09 and the Trustee may conclusively rely on such certificate.

Section 11.10. Money Held for Particular Bonds. The money held by the Trustee for the payment of the interest, principal or premium due on any date with respect to particular Bonds (or portions of Bonds in the case of registered Bonds redeemed in part only) shall, on and after such date and pending such payment, be set aside on its books and held in trust by it for the Owners of the Bonds entitled thereto, subject, however, to the provisions of Section 10.04 hereof, but without any liability for interest thereon.

Section 11.11. Funds and Accounts. Any fund or account that is required by the Indenture to be established and maintained by the Trustee may be established and maintained in the accounting records of the Trustee, either as a fund or an account, and may, for the purposes of such records, any audits thereof and any reports or statements with respect thereto, be treated either as a fund or as an account; but all such records with respect to all such funds and accounts shall at all times be maintained in accordance with corporate trust industry standards to the extent practicable, and with due regard for the requirements of Section 6.05 and for the protection of the security of the Bonds and the rights of every Owner thereof.

Section 11.12. Waiver of Personal Liability. No member, officer, agent, employee, consultant or attorney of the Authority or the City shall be individually or personally liable for the payment of the principal of or premium or interest on the Bonds or subject to any personal liability or accountability by reason of the issuance thereof; but nothing herein contained shall relieve any such member, officer, agent, employee, consultant or attorney from the performance of any official duty provided by law or by the Indenture.

Section 11.13. Execution in Several Counterparts. The Indenture may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the Authority and the Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

Section 11.14. CUSIP Numbers. Neither the Trustee nor the Authority shall be liable for any defect or inaccuracy in the CUSIP number that appears on any Bond or in any redemption notice. The Trustee may, in its discretion, include in any redemption notice a statement to the effect that the CUSIP numbers on the Bonds have been assigned by an independent service and are included in such notice solely for the convenience of the Bondholders and that neither the Authority nor the Trustee shall be liable for any inaccuracies in such numbers.

Section 11.15. Choice of Law. THE INDENTURE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Authority has caused the Indenture to be signed in its name by its Executive Director and attested by its Secretary, and the Trustee, in token of its acceptance of the trusts created hereunder, has caused the Indenture to be signed in its corporate name by its officer thereunto duly authorized, all as of the day and year first above written.

ONTARIO PUBLIC FINANCING AUTHORITY

By: _____
Executive Director

ATTEST:

_____
Secretary

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Officer

EXHIBIT A

FORM OF BOND

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE INDENTURE) TO THE BOND REGISTRAR FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

No. ____ $_____

UNITED STATES OF AMERICA
STATE OF CALIFORNIA

ONTARIO PUBLIC FINANCING AUTHORITY
WATER REVENUE BONDS, SERIES 2024A

INTEREST RATE	MATURITY DATE	ORIGINAL ISSUE DATE	CUSIP
____%	August 1, 20___	_____, 2024	_____

REGISTERED OWNER CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

The ONTARIO PUBLIC FINANCING AUTHORITY, a joint exercise of powers agency that is duly organized and existing under the laws of the State of California (the "Authority"), for value received, hereby promises to pay to the Registered Owner specified above or registered assigns (the "Registered Owner"), on the Maturity Date specified above (subject to any right of prior redemption hereinafter provided for), the Principal Amount specified above, in lawful money of the United States of America, and to pay interest thereon in like lawful money from the interest payment date next preceding the date of authentication of this Bond (unless: (i) this Bond is authenticated after the fifteenth day of the calendar month preceding an interest payment date, whether or not such day is a business day, and on or before the following interest payment date, in which event it shall bear interest from such interest payment date; or (ii) this Bond is authenticated on or before _____ 15, 20__, in which event it shall bear interest from the Original Issue Date identified above; provided, however, that if as of the date of authentication of this Bond, interest is in default on this Bond, this Bond shall bear interest from the interest payment date to which interest has previously been paid or made available for payment on this Bond), at the Interest Rate per annum specified above, payable semiannually on February 1 and August 1 in each year, commencing _____ 1, 20__, calculated on the basis of a 360 day year composed of twelve 30 day months. Principal hereof and premium, if any, upon early redemption hereof are payable by check of the Trustee upon presentation and

surrender hereof at the Office (as defined in the hereinafter described Indenture) of Zions Bancorporation, National Association, as trustee (the "Trustee"). Interest hereon is payable by check of the Trustee sent by first class mail on the applicable interest payment date to the Registered Owner hereof at the Registered Owner's address as it appears on the registration books of the Trustee as of the close of business on the fifteenth day of the month preceding each interest payment date (except that in the case of a registered owner of one million dollars ($1,000,000) or more in principal amount, such payment may, at such registered owner's option, be made by wire transfer of immediately available funds to an account in the United States in accordance with written instructions provided to the Trustee by such registered owner prior to the fifteenth (15th) day of the month preceding such interest payment date).

Capitalized terms that are used herein and not defined shall have the meanings that are given to such terms in the Indenture.

This Bond is not a debt of the members of the Authority, the State of California, or any of its political subdivisions (other than the Authority), and neither the members of the Authority or said State, nor any of its political subdivisions (other than the Authority), is liable hereon, nor in any event shall this Bond be payable out of any funds or properties of the Authority other than the Authority Revenues (as such term is defined in the Indenture of Trust, dated as of _____ 1, 2024 (the "Indenture"), by and between the Authority and the Trustee) and other moneys pledged therefor under the Indenture. The obligation of the City of Ontario (the "City") to make payments in accordance with the Installment Purchase Agreement (as such term is defined in the Indenture) is a limited obligation of the City as set forth in the Installment Purchase Agreement and the City shall have no liability or obligation in connection herewith except with respect to such Series 2024 Installment Payments to be made pursuant to the Installment Purchase Agreement. The Bonds do not constitute an indebtedness of the Authority in contravention of any constitutional or statutory debt limitation or restriction.

This Bond is one of a duly authorized issue of bonds of the Authority designated as the "Ontario Public Financing Authority Water Revenue Bonds, Series 2024A" (the "Bonds"), of an aggregate principal amount of _____ Dollars ($_____), all of like tenor and date (except for such variation, if any, as may be required to designate varying series, numbers or interest rates) and all issued pursuant to the provisions of the Joint Exercise of Powers Agreement, dated as of June 1, 2013 9the "JPA Agreement"), by and between the City and the Ontario Housing Authority, as amended from time to time and the laws of the State of California and pursuant to the Indenture and the resolution authorizing the issuance of the Bonds. Reference is hereby made to the Indenture (copies of which are on file at the office of the Authority) and all supplements thereto for a description of the terms on which the Bonds are issued, the provisions with regard to the nature and extent of the Authority Revenues, and the rights thereunder of the Owners of the Bonds and the rights, duties and immunities of the Trustee and the rights and obligations of the Authority hereunder, to all of the provisions of which the Registered Owner of this Bond, by acceptance hereof, assents and agrees. The Bonds have been issued in fully registered form without coupons in denominations of $5,000 or any integral multiple thereof.

The Bonds have been issued by the Authority to finance certain public capital improvements and related costs, as more fully described in the Installment Purchase Agreement.

This Bond and the interest, premium, if any, hereon and all other Bonds and the interest and premium, if any, thereon (to the extent set forth in the Indenture) are special obligations of the

Authority, and are payable from, and are secured by a pledge and lien on the Authority Revenues, including all Series 2024 Installment Payments received from the City by the Authority or the Trustee, and any other amounts on deposit in certain funds and accounts created under the Indenture. As and to the extent set forth in the Indenture, all of the Authority Revenues are exclusively and irrevocably pledged in accordance with the terms hereof and the provisions of the Indenture, to the payment of the principal of and interest and premium (if any) on the Bonds.

The Indenture and the rights and obligations of the Authority and the Owners of the Bonds and the Trustee may be modified or amended from time to time and at any time with the written consent of the Owners of a majority in aggregate principal amount of all Bonds then Outstanding, exclusive of Bonds disqualified as set forth in the Indenture, in the manner, to the extent and upon the terms provided in the Indenture, but no such modification or amendment may: (i) extend the fixed maturity of any Bonds, or reduce the amount of principal thereof or premium (if any) thereon, or extend the time of payment, or change the method of computing the rate of interest thereon, or extend the time of payment of interest thereon, without the consent of the owner of each Bond so affected; or (ii) reduce the aforesaid percentage of Bonds the consent of the Owners of which is required to affect any such modification or amendment, or permit the creation of any lien on the Authority Revenues and other assets pledged under the Indenture prior to or on a parity with the lien created by the Indenture except as permitted in the Indenture, or deprive the Owners of the Bonds of the lien created by the Indenture on such Authority Revenues and other assets, except as expressly provided in the Indenture, without the consent of the Owners of all of the Bonds then Outstanding.

The Indenture and the rights and obligations of the Authority, the Trustee and the Owners of the Bonds may also be modified or amended for certain purposes described more fully in the Indenture at any time in the manner, to the extent and upon the terms provided in the Indenture by a supplemental indenture, which the Authority and the Trustee may enter into without the consent of any Bond Owners, if the Trustee shall receive an opinion of Bond Counsel to the effect that the provisions of such supplemental indenture will not materially adversely affect the interests of the Owners of the Outstanding Bonds.

The Bonds with stated maturities on or after August 1, 20__, are subject to redemption prior to their respective stated maturities, as a whole or in part as directed by the Authority in a Request provided to the Trustee at least 35 days (or such lesser number of days acceptable to the Trustee in the sole discretion of the Trustee, such notice for the convenience of the Trustee) and by lot within each maturity in integral multiples of $5,000, on August 1, 20__ or any date thereafter at a Redemption Price of the principal amount thereof plus accrued interest to the date fixed for redemption, without premium.

The Bonds with stated maturities on August 1, 20__ are subject to mandatory sinking fund redemption in part (by lot) on August 1, 20__ and each August 1 thereafter, in integral multiples of $5,000 at a Redemption Price of the principal amount thereof plus accrued interest to the date fixed for redemption, without premium, in accordance with the following schedule:

Redemption Date (August 1)	*Principal Amount*

* Maturity.

The Bonds with stated maturities on August 1, 20__ are subject to mandatory sinking fund redemption in part (by lot) on August 1, 20__ and each August 1 thereafter, in integral multiples of $5,000 at a Redemption Price of the principal amount thereof plus accrued interest to the date fixed for redemption, without premium, in accordance with the following schedule:

Redemption Date (August 1)	*Principal Amount*

* Maturity.

The Bonds with stated maturities on August 1, 20__ are subject to mandatory sinking fund redemption in part (by lot) on August 1, 20__ and each August 1 thereafter, in integral multiples of $5,000 at a Redemption Price of the principal amount thereof plus accrued interest to the date fixed for redemption, without premium, in accordance with the following schedule:

Redemption Date (August 1)	*Principal Amount*

* Maturity.

The Bonds with stated maturities on August 1, 20__ are subject to mandatory sinking fund redemption in part (by lot) on August 1, 20__ and each August 1 thereafter, in integral multiples of $5,000 at a Redemption Price of the principal amount thereof plus accrued interest to the date fixed for redemption, without premium, in accordance with the following schedule:

Redemption Date (August 1)	*Principal Amount*

* Maturity.

If some but not all of the Bonds maturing on August 1, 20__, August 1, 20__, August 1, 20__ or August 1, 20__ are redeemed pursuant to subsection (a), the principal amount of the applicable Bonds to be redeemed pursuant to this subsection (b) on any subsequent August 1 will be reduced, by $5,000 or an integral multiple thereof, as designated by the Authority in a Certificate of the Authority filed with the Trustee; provided, however, that the aggregate amount of such reductions shall not exceed the aggregate amount of the applicable Bonds redeemed pursuant to subsection (a).

As provided in the Indenture, notice of redemption shall be mailed by the Trustee by first class mail not less than twenty (20) days nor more than sixty (60) days prior to the redemption date to the respective Owners of any Bonds designated for redemption at their addresses appearing on the registration books of the Trustee, but neither the failure to receive such notice nor any defect in the notice or the mailing thereof shall affect the validity of the proceedings for redemption or the cessation of accrual of interest thereon from and after the date fixed for redemption.

If this Bond is called for redemption and payment is duly provided therefor as specified in the Indenture, interest shall cease to accrue hereon from and after the date fixed for redemption.

If an Event of Default, as defined in the Indenture, shall occur, the principal of all of the Bonds and the interest accrued thereon may be declared due and payable upon the conditions, in the manner and with the effect provided in the Indenture, but such declaration and its consequences may be rescinded and annulled as further provided in the Indenture.

This Bond is transferable by the Registered Owner hereof, in person or by his or her duly authorized attorney in writing, at said office of the Trustee but only in the manner, subject to the limitations and upon payment of the taxes and charges provided in the Indenture and upon surrender and cancellation of this Bond. Upon registration of such transfer, a new Bond or Bonds of the same series, of authorized denomination or denominations, for the same aggregate principal amount of the same maturity will be issued to the transferee in exchange therefor.

Bonds may be exchanged at said office of the Trustee for a like aggregate principal amount of Bonds of other authorized denominations of the same series and same maturity, but only in the manner, subject to the limitations and upon payment of the taxes and charges provided in the Indenture.

The Trustee shall not be required to register the transfer or exchange of any Bond during the period in which the Trustee is selecting Bonds for redemption or any Bond that has been selected for redemption.

The Authority and the Trustee may treat the Registered Owner hereof as the absolute owner hereof for all purposes, and the Authority and the Trustee shall not be affected by any notice to the contrary.

It is hereby certified that all of the things, conditions and acts that are required to exist, to have happened or to have been performed precedent to and in the issuance of this Bond do exist, have happened or have been performed in due and regular time, form and manner as required by the JPA Agreement, and the laws of the State of California and that the amount of this Bond, together with all other indebtedness of the Authority, does not exceed any limit under any laws of the State of California, and is not in excess of the amount of Bonds permitted to be issued under the Indenture.

This Bond shall not be entitled to any benefit under the Indenture or become valid or obligatory for any purpose until the certificate of authentication hereon endorsed shall have been manually signed by the Trustee.

IN WITNESS WHEREOF, the Authority has caused this Bond to be executed in its name and on its behalf with the manual or facsimile signature of its Executive Director and attested to by the manual or facsimile signature of its Secretary, all as of the Original Issue Date specified above.

ONTARIO PUBLIC FINANCING AUTHORITY

By: _____
Executive Director

Attest:

_____
Secretary of the Board

[FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION
TO APPEAR ON BONDS]

This is one of the Bonds described in the within-mentioned Indenture.

Dated: _____, 2024

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Signatory

[FORM OF LEGAL OPINION]

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth LLP, in connection with the issuance of, and dated as of the date of the original delivery of, the Bonds. A signed copy is on file in my office.

_____

Secretary of the Board of the Ontario Public Financing Authority

[FORM OF ASSIGNMENT]

For value received the undersigned hereby sells, assigns and transfers unto

_____

_____

_____

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within registered Bond and hereby irrevocably constitute(s) and appoint(s) _____ _____ attorney, to transfer the same on the registration books of the Trustee with full power of substitution in the premises.

Dated: _____

_____

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

_____

Note: Signature guarantee shall be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Trustee.

$_____
ONTARIO PUBLIC FINANCING AUTHORITY
WATER REVENUE BONDS, SERIES 2024A

BOND PURCHASE AGREEMENT

July __, 2024

Ontario Public Financing Authority
303 East B Street
Ontario, California 91764

City of Ontario
303 East B Street
Ontario, California 91764

Ladies and Gentlemen:

Samuel A. Ramirez & Co., Inc. (the "**Underwriter**") hereby offers to enter into this Bond Purchase Agreement (the "**Purchase Agreement**") with you, the Ontario Public Financing Authority (the "**Authority**") and the City of Ontario (the "**City**"), for the purchase by the Underwriter and the delivery by the Authority of the above-referenced Bonds (the "**Bonds**"). The proceeds of the Bonds will be used to: (i) finance certain capital improvements to the City's municipal water system; [(ii) purchase a municipal bond insurance policy to guarantee payment of the principal of and interest on the Bonds (the "**Policy**"); (iii) purchase a municipal bond debt service reserve insurance policy for deposit in the Reserve Fund (the "**Reserve Policy**");] and (iv) pay costs incurred in connection with the issuance of the Bonds. This offer is subject to your acceptance prior to 11:59 p.m., California time, on the date hereof, and if not so accepted will be subject to withdrawal by the Underwriter upon written notice delivered to the Authority and the City at any time prior to the acceptance thereof by the Authority and the City. Upon such acceptance, this Purchase Agreement shall be in full force and effect in accordance with its terms and shall be binding upon you and the Underwriter. All terms not defined herein shall have the meanings set forth in the Indenture and the Installment Purchase Agreement (each defined below).

The Authority and the City acknowledge and agree that: (i) the purchase and sale of the Bonds pursuant to this Purchase Agreement is an arm's-length commercial transaction among the City, the Authority and the Underwriter in which the Underwriter is acting solely as a principal and not as an agent of the Authority or the City, and the Underwriter is not acting as a municipal advisor, financial advisor or fiduciary to the Authority or the City; (ii) the Underwriter has not assumed any advisory or fiduciary responsibility to the Authority or the City with respect to the transaction contemplated by this Purchase Agreement and the discussions, undertakings or procedures leading thereto (irrespective of whether the Underwriter or any affiliate of the Underwriter has provided other services or is currently providing other services to the Authority or the City on other matters); (iii) the only obligations that the Underwriter has to the Authority and the City with respect to the transaction contemplated by this Purchase Agreement are expressly set forth in this Purchase Agreement; (iv) the Underwriter has financial and other interests that differ from those of the

Authority and the City; and (v) the Authority and the City have consulted their own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent that the Authority and the City have deemed appropriate. The Authority acknowledges that it has previously provided the Underwriter with an acknowledgement of receipt of the required Underwriter disclosure under Rule G-17 of the Municipal Securities Rulemaking Board (the "**MSRB**").

1. Upon the terms and conditions and upon the basis of the representations herein set forth, the Underwriter hereby agrees to purchase from the Authority for offering to the public, and the Authority hereby agrees to sell and deliver to the Underwriter, all (but not less than all) of the $_____ aggregate principal amount of the Bonds, at a price of $_____, being the principal amount of the Bonds, plus/less a net original issue premium/discount of $_____ and less an Underwriter's discount of $____.

The Bonds shall mature in the amounts and on the dates, and bear interest at the rates, set forth in Exhibit A. The Bonds shall be as described in and shall be secured under and pursuant to an Indenture of Trust, dated as of August 1, 2024 (the "**Indenture**"), by and between the Authority and Zions Bancorporation, National Association, as trustee (the "**Trustee**"), substantially in the form previously submitted to the Underwriter with only such changes therein as shall be mutually agreed upon by the Authority, the City, the Trustee and the Underwriter. The Bonds shall be subject to redemption as set forth in the Indenture.

The obligation of the Authority to pay the principal of and interest on the Bonds is a special obligation of the Authority, payable solely from Authority Revenues (as defined in the Indenture), and certain other amounts held under the Indenture. Authority Revenues consist primarily of Series 2024 Installment Payments (referred to herein as "**Installment Payments**") made by the City to the Authority pursuant to the Installment Purchase Agreement, dated as of August 1, 2024 (the "**Installment Purchase Agreement**"), by and between the Authority and the City. The principal of and interest on the Bonds are not required to be paid from any other funds of the Authority, including any proceeds of any taxes, and the Bonds do not constitute a debt or pledge of the faith and credit of the Authority or the State of California (the "**State**") or any political subdivision thereof in contravention of any constitutional or statutory debt limitation or restriction.

The obligation of the City to make Installment Payments under the Installment Purchase Agreement is a special obligation of the City, secured by a pledge of Net Revenues and payable solely from Net Revenues of the City's municipal water system (the "**Water System**").

[The scheduled payment of principal of and interest on the Bonds when due will be guaranteed under the Policy to be issued concurrently with the delivery of the Bonds by _____ (the "**Insurer**"). The Insurer will also issue the Reserve Policy concurrently with the delivery of the Bonds.]

The Authority and the City hereby ratify the use by the Underwriter of the Preliminary Official Statement, dated July __, 2024 relating to the Bonds (together with the cover page and all appendices thereto, and any supplements thereof, the "**Preliminary Official Statement**"), and authorize the Underwriter to use and distribute the Preliminary Official Statement, the Official Statement (as defined below), the Indenture, the Installment Purchase Agreement, the Continuing Disclosure Certificate as required by Securities and Exchange Commission Rule 15c2-12 ("**Rule 15c2-12**"), dated the Closing Date (as such term is defined herein) relating to the Bonds (the "**Continuing Disclosure Certificate**"), and substantially in the form attached as an appendix to the

Official Statement, executed by the City, and this Purchase Agreement, and all information contained therein, and all other documents, certificates and statements furnished by the Authority and the City to the Underwriter in connection with the offer and sale of the Bonds by the Underwriter. The Authority and the City have heretofore "deemed final" the Preliminary Official Statement within the meaning of Rule 15c2-12.

The City will undertake pursuant to the Continuing Disclosure Certificate to provide certain annual financial and operating information and notices of the occurrence of certain events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement. This undertaking will be entered into in order to assist the Underwriter in complying with Rule 15c2-12.

2. The Underwriter agrees to offer all of the Bonds to the public initially at the prices (or yields) set forth on the inside cover page of the final Official Statement pertaining to the Bonds, dated July __, 2024 (together with all appendices thereto, and with such changes therein and supplements thereto and as are consented to in writing by the Underwriter, the "**Official Statement**"). Subsequent to the initial public offering of the Bonds, the Underwriter reserves the right to change the public offering prices (or yields) as it deems necessary in connection with the marketing of the Bonds, subject to Section 5 hereof. The Bonds may be offered and sold to certain dealers at prices lower than such initial public offering prices. The Underwriter agrees that prior to the time the final Official Statement relating to the Bonds is available, the Underwriter will send to any potential purchaser of the Bonds, upon the request of such potential purchaser, a copy of the most recent Preliminary Official Statement. Such Preliminary Official Statement shall be sent by first class mail or electronic distribution (or other equally prompt means) not later than the first business day following the date upon which each such request is received.

3. The Authority shall also deliver a sufficient number of copies of the Official Statement to enable the Underwriter to distribute a single copy of each Official Statement to any potential customer of the Underwriter requesting an Official Statement during the time period beginning when the Official Statement becomes available and ending on the End Date (defined below). The Authority shall deliver these copies to the Underwriter no later than the earlier of: (i) seven (7) business days after the execution of this Purchase Agreement; or (ii) one (1) business day prior to the Closing Date in order to permit the Underwriter to comply with Rule 15c2-12, and the applicable rules of the MSRB, with respect to distribution of the Official Statement. The Authority and City shall prepare the Official Statement, including any amendments thereto, in word-searchable PDF format as described in the MSRB's Rule G-32 and shall provide the electronic copy of the word-searchable PDF format of the Official Statement to the Underwriter no later than one (1) business day prior to the Closing Date to enable the Underwriter to comply with MSRB Rule G-32. The Underwriter shall inform the City in writing of the End Date, and covenants to file the Official Statement with the MSRB on a timely basis.

The Official Statement, as of its date, as of the Closing Date and as of the date of any update, amendment or supplement thereto as required hereby subsequent to the Closing (as such term is defined herein), up to and including the date which is twenty-five (25) days following the end of the Underwriting Period (as such term is defined herein) (the "**End Date**"), will be correct and complete in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

If, after the date of this Purchase Agreement and until the earlier of: (i) ninety (90) days after the end of the "underwriting period" (as defined in Rule 15c2-12) (the "**Underwriting Period**"); or (ii) twenty-five (25) days after the end of the Underwriting Period if the Official Statement is available to any person from the MSRB as contemplated by Rule 15c2-12(b)(4), any event shall occur or circumstance shall exist of which the Authority or the City have knowledge that would cause the Official Statement to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Authority or the City, as the case may be, shall notify the Underwriter (and for the purpose of this Section provide the Underwriter with such information as it may from time to time reasonably request), and, if in the opinion of the City, the Authority or the Underwriter, such event or circumstance requires the preparation and publication of a supplement or amendment to the Official Statement, the Authority and the City will, at their expense, supplement or amend the Official Statement in a form and manner jointly approved by the City, the Authority and the Underwriter and furnish to the Underwriter a reasonable number of copies of such supplement or amendment provided that the Underwriter agrees that it will promptly notify the Authority and the City of the end of the Underwriting Period. The end of the Underwriting Period shall be the Closing Date unless the Underwriter informs the City and Authority in writing that the end of the Underwriting Period will be a different date.

4. At 8:30 a.m., Pacific Time, on August __, 2024, or at such other time or date as shall be agreed upon by the Underwriter, the Authority and the City (such time and date being herein referred to as the "**Closing Date**"), the Authority will deliver to the Underwriter, at a location or locations to be designated by the Underwriter, the Bonds in book-entry form (all Bonds having had CUSIP numbers assigned to them thereon), duly executed by an authorized officer of the Trustee as provided in the Indenture, and the other documents herein mentioned; and the Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in Section 1 of this Purchase Agreement in immediately available funds (such delivery and payment being herein referred to as the "**Closing**").

Upon initial issuance, the ownership of such Bonds shall be registered in the registration books kept by the Trustee in the name of Cede & Co., as the nominee of The Depository Trust Company.

It is anticipated that CUSIP numbers will be printed on the Bonds, but neither the failure to provide such numbers nor any error with respect thereto shall constitute a cause for failure or refusal by the Underwriter to accept delivery of the Bonds in accordance with the terms of this Purchase Agreement.

5. (a) The Underwriter agrees to assist the Authority in establishing the issue price of the Bonds and shall execute and deliver to the Authority at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Authority and Bond Counsel (as such term is defined herein), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

(b) Except as otherwise set forth in Exhibit A, the Authority will treat the first price at which 10% of each maturity of the Bonds (the "**10% test**") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Agreement, the

Underwriter shall report to the Authority the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the Authority the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either: (i) the Underwriter has sold all Bonds of that maturity; or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Authority or Bond Counsel. For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

(c) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the "**initial offering price**"), or at the corresponding yield or yields, set forth in Exhibit A. Exhibit A also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the Underwriter represents that: (i) the 10% test has been satisfied (assuming that orders are confirmed by the close of the business day immediately following the date of this Purchase Agreement); and (ii) the 10% test has not been satisfied and for which the Authority and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Authority to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "**hold-the-offering-price rule**"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth (5th) business day after the sale date; or

(ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the Authority promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(1) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter; and (2) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter;

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below); and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to: (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer; and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The Authority and the City acknowledge that, in making the representation set forth in this section, the Underwriter will rely on: (i) in the event that a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires; and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Authority and the City further acknowledge that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(f) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) "public" means any person other than an underwriter or a related party;

(ii) "underwriter" means: (A) any person that agrees pursuant to a written contract with the Authority (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public; and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial

sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public);

(iii) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to: (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another); (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another); or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(d) "sale date" means the date of execution of this Purchase Agreement by all parties.

6. The Underwriter represents to and agrees with the Authority and the City that, as of the date hereof and as of the Closing Date:

(a) The Underwriter is duly authorized to execute this Purchase Agreement and to take any action under this Purchase Agreement required to be taken by it;

(b) The Underwriter is in compliance with MSRB Rule G-37 with respect to the Authority and the City, and is not prohibited thereby from acting as the underwriter with respect to securities of the Authority and the City; and

(c) The Underwriter has, and has had, no financial advisory relationship, as that term is defined in California Government Code Section 53590(c) or MSRB Rule G-32, with the City or the Authority with respect to the Bonds, and no investment firm controlling, controlled by or under common control with such Underwriter has had any such financial advisory relationship.

7. The Authority represents, warrants and covenants to the Underwriter that:

(a) The Authority is a joint exercise of powers authority that is duly organized and validly existing pursuant to the laws of the State of California and has all necessary power and authority to enter into and perform its duties under the Indenture, the Installment Purchase Agreement and this Purchase Agreement (collectively, the "**Authority Documents**") and, when executed and delivered by the respective parties thereto, the Authority Documents will constitute the legal, valid and binding obligations of the Authority in accordance with their respective terms.

(b) Neither the execution and delivery of the Authority Documents, or the approval of the Preliminary Official Statement or the approval and execution of the Official Statement, and compliance with the provisions on the Authority's part contained therein, nor the consummation of any of the other transactions herein and therein contemplated, nor the fulfillment of the terms hereof and thereof, conflicts with or constitutes a breach of or default under nor contravenes any law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Authority is a party or is otherwise subject, nor does any such execution, delivery, adoption or compliance result in a security interest in

or encumbrance of any nature whatsoever upon any of the properties or assets of the Authority under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided by the Authority Documents.

(c) Except as may be required under blue sky or other securities laws of any state, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the Authority required for the execution and delivery of the Bonds or the consummation by the Authority of the other transactions contemplated by the Preliminary Official Statement, the Official Statement and this Purchase Agreement.

(d) To the best knowledge of the Authority, there is, and on the Closing Date there will be, no action, suit, proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or threatened against the Authority to restrain or enjoin the delivery of any of the Bonds, or the payments to be made pursuant to the Indenture, or in any way contesting or affecting the validity of the Authority Documents or of the Authority to enter into the Authority Documents or contesting the powers of the Authority to perform its obligations under any of the foregoing or in any way contesting the powers of the Authority in connection with any action contemplated by this Purchase Agreement, or in any way questioning or challenging the tax status of interest on the Bonds.

(e) As of its date and as of the date hereof, the information under the caption "THE AUTHORITY" in the Preliminary Official Statement was and is true and correct in all material respects and such information did not and does not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(f) As of the date thereof and at all times subsequent thereto up to and including the End Date, the information under the caption "THE AUTHORITY" in the Official Statement will be complete and will not contain any untrue or misleading statement of a material fact or omit to state any material fact (unless an event occurs of the nature described in Section 7(k) below) necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(g) The Authority agrees to cooperate with the Underwriter, at no cost to the Authority, in endeavoring to qualify the Bonds for offering and sale under the securities or blue sky laws of such jurisdictions of the United States as the Underwriter may request; provided, however, that the Authority will not be required to execute a special or general consent to service of process in any jurisdiction in which it is not now so subject or to qualify to do business as a foreign agency in any jurisdiction where it is not so qualified.

(h) By official action of the Authority prior to or concurrently with the execution hereof, the Authority has duly approved the distribution of the Preliminary Official Statement and the Official Statement, and has duly authorized and approved the execution and delivery of, and the performance by the Authority of the obligations on its part contained in the Authority Documents and the consummation by it of all other transactions contemplated by the Preliminary Official Statement, the Official Statement and this Purchase Agreement.

(i) The Authority is not in breach of or default under any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Authority is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument.

(j) The Authority is not in default, nor has been in default at any time, as to the payment of principal or interest with respect to an obligation issued by the Authority or with respect to an obligation guaranteed by the Authority as guarantor.

(k) If the Official Statement is amended or supplemented as to information relating to the Authority, its functions, duties and responsibilities, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such subsection) at all times subsequent thereto up to and including the End Date, the portions of the Official Statement so supplemented or amended (provided, however, that the Authority makes no warranty, representation or covenant with respect to any financial and statistical data contained therein or information provided by the Underwriter) will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make such information therein, in the light of the circumstances under which it was presented, not misleading.

(l) The Authority covenants that it will comply with all tax covenants relating to it in the Authority Documents and the Tax Certificate to be delivered by the City and the Authority at Closing.

(m) No consent, approval, authorization or other action by a governmental or regulatory authority that has not been obtained is or will be required of the Authority for the delivery and sale of the Bonds or the consummation of the other transactions contemplated by this Purchase Agreement, the Preliminary Official Statement and the Official Statement, except as may be required under the state securities or blue sky laws in connection with the sale of the Bonds by the Underwriter.

(n) Any certificate of the Authority delivered to the Underwriter shall be deemed a representation and warranty by the Authority to the Underwriter as to the statements made therein.

(o) Other than as described in the Preliminary Official Statement and the Official Statement, as of the time of acceptance hereof and as of the Closing the Authority does not and will not have outstanding any indebtedness which is secured by a lien on the Installment Payments superior to or on a parity with the lien of the Bonds thereon.

(p) Between the date of this Purchase Agreement and the Closing Date, the Authority will not, without the prior written consent of the Underwriter, and except as disclosed in the Preliminary Official Statement and the Official Statement, offer or issue any bonds, notes or other obligations for borrowed money, or incur any material liabilities, direct or contingent.

(q) The Authority is not presently and as a result of the execution of the Authority Documents and the sale of the Bonds will not be in violation of any debt limitation, appropriation limitation or any other provision of the California Constitution or statutes or any additional debt or similar provision of any bond, note, contract or other evidence of indebtedness to which the Authority is a party or to which the Authority is bound.

(r) The Authority will not knowingly take or omit to take any action, which action or omission will in any way cause the proceeds from the sale of the Bonds to be applied in a manner other than as provided in the Authority Documents, unless otherwise required by law.

8. The City represents, warrants and covenants to the Underwriter that:

(a) The City is a municipal corporation that is duly organized under the laws of the State of California, and has all necessary power and authority to enter into and perform its duties under the Installment Purchase Agreement, the Continuing Disclosure Certificate and this Purchase Agreement (collectively, the "**City Documents**") and, when executed and delivered by the respective parties thereto, the City Documents will constitute the legal, valid and binding obligations of the City in accordance with their respective terms.

(b) Neither the execution and delivery of the City Documents, or the approval of the Preliminary Official Statement or the approval and execution of the Official Statement, and compliance with the provisions on the City's part contained therein, nor the consummation of any of the other transactions herein and therein contemplated, nor the fulfillment of the terms hereof and thereof, conflicts with or constitutes a breach of or default under nor contravenes any law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the City is a party or is otherwise subject, nor does any such execution, delivery, adoption or compliance result in a security interest in or encumbrance of any nature whatsoever upon any of the properties or assets of the City under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided by the City Documents.

(c) Except as may be required under blue sky or other securities laws of any state, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the City required for the execution and delivery of the Bonds or the consummation by the City of the other transactions contemplated by the Preliminary Official Statement, the Official Statement and this Purchase Agreement.

(d) To the best knowledge of the City, there is, and on the Closing Date there will be, no action, suit, proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or threatened against the City to restrain or enjoin the delivery of any of the Bonds, or the payments to be made pursuant to the Installment Purchase Agreement and Indenture, or in any way contesting or affecting the validity of the City Documents or of the City to approve or enter into the City Documents, or in any way questioning or challenging the tax status of interest on the Bonds.

(e) As of its date and as of the date hereof, the information relating to the City, the Bonds and the Water System contained in the Preliminary Official Statement was and is true and correct in all material respects and such information did not and does not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(f) As of the date thereof and at all times subsequent thereto up to and including the End Date, the information relating to the City, the Bonds and the Water System contained in the Official Statement will be complete and will not contain any untrue or misleading statement of a material fact or omit to state any material fact (unless an event occurs of the nature described in

Section 8(k) below) necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(g) The City agrees to cooperate with the Underwriter, at no cost to the City, in endeavoring to qualify the Bonds for offering and sale under the securities or blue sky laws of such jurisdictions of the United States as the Underwriter may request; provided, however, that the City will not be required to execute a special or general consent to service of process in any jurisdiction in which it is not now so subject or to qualify to do business as a foreign agency in any jurisdiction where it is not so qualified.

(h) By official action of the City prior to or concurrently with the execution hereof, the City has duly approved the distribution of the Preliminary Official Statement and the Official Statement, and has duly authorized and approved the execution and delivery of, and the performance by the City of the obligations on its part contained in the City Documents and the consummation by it of all other transactions contemplated by the Preliminary Official Statement, the Official Statement and this Purchase Agreement.

(i) The City is not in breach of or default under any applicable law or administrative regulation of the State of California or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the City is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument.

(j) The City is not in material default, nor has been in material default at any time, as to the payment of principal or interest with respect to an obligation issued by the City or with respect to an obligation guaranteed by the City as guarantor.

(k) If the Official Statement is amended as to information relating to the Water System, the City, its functions, duties and responsibilities, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such subsection) at all times subsequent thereto up to and including the End Date, the portions of the Official Statement so supplemented or amended (provided, however, that the City makes no warranty, representation or covenant with respect to any information provided by the Underwriter) will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make such information therein, in the light of the circumstances under which it was presented, not misleading.

(l) The City covenants that it will comply with all tax covenants relating to it in the City Documents and the Tax Certificate to be delivered by the City and the Authority at Closing.

(m) The written information supplied by the City to the Underwriter with respect to the Water System is true, correct and complete in all material respects for the purposes for which it was supplied.

(n) No consent, approval, authorization or other action by a governmental or regulatory agency that has not been obtained is or will be required of the City for the delivery and sale of the Bonds or the consummation of the other transactions contemplated by this Purchase Agreement, the Preliminary Official Statement and the Official Statement, except for such licenses,

certificates, approvals, variances or permits which may be necessary for the construction or operation of the Water System which the City has applied for (or will apply for in the ordinary course of business) and expects to receive, and except as may be required under the state securities or blue sky laws in connection with the sale of the Bonds by the Underwriter.

(o) The City will not take or omit to take any action which action or omission will in any way cause the proceeds from the sale of the Bonds to be applied in a manner contrary to that provided in the Indenture and as described in the Preliminary Official Statement and Official Statement, unless otherwise required by law.

(p) Any certificate of the City delivered to the Underwriter shall be deemed a representation and warranty by the City to the Underwriter as to the statements made therein.

(q) Other than as described in the Preliminary Official Statement and the Official Statement, as of the time of acceptance hereof and as of the Closing, the City does not and will not have outstanding any indebtedness which is secured by a lien on the Net Revenues superior to or on a parity with the lien thereon established under the Indenture.

(r) Between the date of this Purchase Agreement and the Closing Date, the City will not, without the prior written consent of the Underwriter, and except as disclosed in the Preliminary Official Statement and the Official Statement, offer or issue any bonds, notes or other obligations for borrowed money, or incur any material liabilities, direct or contingent payable from the Net Revenues.

(s) The City is not presently and as a result of the execution of the City Documents and the sale of the Bonds will not be in violation of any debt limitation, appropriation limitation or any other provision of the California Constitution or statutes or any additional debt or similar provision of any bond, note, contract or other evidence of indebtedness to which the City is a party or to which the City is bound.

(t) Based on a review of its previous undertakings, the City has not, in the last five years, failed to comply in any material respect with its obligations under any continuing disclosure undertaking entered into pursuant to Rule 15c2-12 except as disclosed in the Preliminary Official Statement and the Official Statement. The City will undertake, pursuant to the Continuing Disclosure Certificate to provide annual reports and notices of certain events in accordance with the requirements of Rule 15c2-12.

9. The Underwriter has entered into this Purchase Agreement in reliance upon the representations, warranties and agreements of the Authority and the City contained herein, and upon the accuracy of the statements to be contained in the documents and instruments to be delivered at the Closing. The Underwriter's obligations under this Purchase Agreement are and shall be subject to the following further conditions:

(a) At the time of Closing, this Purchase Agreement, the Indenture, the Installment Purchase Agreement, and the Continuing Disclosure Certificate (collectively the "**Legal Documents**"), all as described in the Preliminary Official Statement and the Official Statement, shall be in full force and effect as valid and binding agreements between or among the various parties thereto, and the Legal Documents and the Official Statement shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter, and there shall be

in full force and effect such resolutions as, in the opinion of Stradling Yocca Carlson & Rauth LLP ("**Bond Counsel**"), shall be necessary in connection with the transactions contemplated hereby.

(b) At or prior to the Closing, the Underwriter shall receive the following documents, in each case satisfactory in form and substance to them:

(1) The unqualified approving opinion of Bond Counsel, dated the Closing Date, addressed to the Authority, the City, the Trustee and the Underwriter (or a reliance letter to the Trustee and the Underwriter), in substantially the form attached as an appendix to the Official Statement.

(2) A supplemental opinion of Bond Counsel, dated the Closing Date addressed to the Underwriter, in substantially the form attached hereto as Exhibit D.

(3) A letter from Stradling Yocca Carlson & Rauth LLP, Disclosure Counsel, dated the Closing Date and addressed to the Underwriter, in substantially the form attached hereto as Exhibit C.

(4) An opinion of Best Best & Krieger LLP, as counsel to the Authority, dated the Closing Date, in form and substance satisfactory to the Underwriter and Bond Counsel, addressed to the Authority, the City, the Trustee and the Underwriter, to the effect that:

(i) the Authority is a joint exercise of powers authority that is duly organized and validly existing under the laws of the State of California;

(ii) the resolution of the Authority approving the Preliminary Official Statement and approving and authorizing the execution and delivery of the Official Statement and the Authority Documents (the "**Authority Resolution**") was adopted by the Board of Directors of the Authority at a regular meeting on July 2, 2024 at which a quorum was present and acting throughout, and the Authority Resolution is in full force and effect and has not been amended or rescinded;

(iii) Upon information and belief, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending or threatened in any way affecting the existence of the Authority, or which would materially adversely impact the Authority's ability to complete the transactions contemplated by the Authority Documents, the Official Statement or any other document or certificate related to such transactions, restrain or to enjoin the sale, issuance or delivery of the Bonds or the application of the proceeds thereof in accordance with the Indenture or restrain or enjoin the pledge of and lien on Authority Revenues, under the Indenture, or in any way contesting or affecting the validity of the Bonds, the Official Statement or the Authority Documents; and

(iv) upon information and belief, the Authority is not in breach of or in default under any applicable law or administrative rule or regulation of the State of California or the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, trust agreement, contract, agreement or other instrument to which the Authority is a party or is otherwise subject or bound, a consequence of which could be to materially and adversely affect the performance by the Authority under the Authority Documents.

(5) An opinion of Best Best & Krieger LLP, as counsel to the City, dated the Closing Date, in form and substance satisfactory to the Underwriter and Bond Counsel, addressed to the City, the Authority, the Trustee and the Underwriter, to the effect that:

(i) the City is a general law city and municipal corporation that is organized and validly existing under the laws of the State of California;

(ii) the resolution of the City approving the Preliminary Official Statement and approving and authorizing the execution and delivery of the Official Statement and the City Documents (the "**City Resolution**") was adopted by the City Council at a regular meeting on July 2, 2024 at which a quorum was present and acting throughout, and the City Resolution is in full force and effect and has not been amended or rescinded;

(iii) upon information and belief, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending or threatened in any way affecting the existence of the City, or which would materially adversely impact the City's ability to complete the transactions contemplated by the City Documents, the Official Statement or any other document or certificate related to such transactions, restrain or to enjoin the sale, issuance or delivery of the Bonds or the application of the proceeds thereof in accordance with the Indenture or restrain or enjoin the pledge of and lien on Net Revenues, under the Installment Purchase Agreement, or in any way contesting or affecting the validity of the Bonds, the Official Statement or the City Documents; and

(iv) upon information and belief, the City is not in breach of or in default under any applicable law or administrative rule or regulation of the State of California or the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, trust agreement, contract, agreement or other instrument to which the City is a party or is otherwise subject or bound, a consequence of which could be to materially and adversely affect the performance by the City under the City Documents.

(6) The opinion of counsel to the Trustee, dated the Closing Date in form and substance satisfactory to the Underwriter and Bond Counsel, and addressed to the Authority, the City and the Underwriter, to the effect that:

(i) the Trustee is a national banking association that is duly organized and validly existing under the laws of the United States;

(ii) the Trustee has duly authorized the execution and delivery of the Indenture;

(iii) the Indenture has been duly entered into and delivered by the Trustee and assuming due, valid and binding authorization, execution and delivery by the other parties thereto, constitutes the legal, valid and binding obligation of the Trustee enforceable against the Trustee in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights generally, or by general principles of equity;

(iv) the Trustee has duly authenticated and delivered the Bonds in its capacity as trustee under the Indenture;

(v) acceptance by the Trustee of the duties and obligations under the Indenture and compliance with provisions thereof will not conflict with or constitute a breach of or default under any law or administrative regulation to which the Trustee is subject; and

(vi) all approvals, consents and orders of any governmental authority or agency having jurisdiction in the matter which would constitute a condition precedent to the performance by the Trustee of its duties and obligations under the Indenture have been obtained and are in full force and effect.

(7) An opinion dated the Closing Date and addressed to the Underwriter, of Kutak Rock LLP, counsel to the Underwriter ("**Underwriter's Counsel**"), in such form as may be acceptable to the Underwriter.

(8) A certificate, dated the Closing Date, signed by a duly authorized official of the Authority satisfactory in form and substance to the Underwriter and Bond Counsel: (a) confirming as of such date the representations and warranties of the Authority contained in this Purchase Agreement; (b) certifying that the Authority has complied with all agreements, covenants and conditions to be complied with by the Authority at or prior to the Closing under the Authority Documents; and (c) certifying that to the best of such official's knowledge, no event affecting the Authority has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the Closing the statements or information contained in the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information therein not misleading in any material respect.

(9) A certificate or certificates, dated the Closing Date, signed by a duly authorized official of the City satisfactory in form and substance to the Underwriter and Bond Counsel: (a) confirming as of such date the representations and warranties of the City contained in this Purchase Agreement; (b) certifying that the City has complied with all agreements, covenants and conditions to be complied with by the City at or prior to the Closing under the City Documents; and (c) certifying that to the best of such official's knowledge, no event affecting the City has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the Closing the statements or information contained in the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information therein not misleading in any material respect.

(10) A certificate, dated the date of the Preliminary Official Statement, signed by a duly authorized official of the Authority deeming the Preliminary Official Statement "final" for purposes of Rule 15c2-12.

(11) A certificate, dated the date of the Preliminary Official Statement, signed by a duly authorized official of the City deeming the Preliminary Official Statement "final" for purposes of Rule 15c2-12.

(12) An executed or certified copy of each of the Legal Documents.

(13) A true, correct and complete copy of the City Resolution and a certificate dated the Closing Date of a duly authorized officer of the City to the effect that the City resolution has not been amended, modified or rescinded since adoption (except as agreed to in writing by the Underwriter) and is in full force and effect as of the Closing Date.

(14) A true, correct and complete copy of the Authority Resolution and a certificate dated the Closing Date of a duly authorized officer of the Authority to the effect that the Authority Resolution has not been amended, modified or rescinded since adoption (except as agreed to in writing by the Underwriter) and is in full force and effect as of the Closing Date.

(15) An executed copy of the Official Statement.

(16) A certified copy of the general resolution of the Trustee authorizing the execution and delivery of certain documents by certain officers of the Trustee, which resolution authorizes the execution and delivery of documents such as the Bonds and the Indenture.

(17) A certificate of the City with respect to the Water System evidencing that the insurance required by the Installment Purchase Agreement has been procured and is in full force and effect.

(18) A Tax Certificate of the Authority and the City in form and substance acceptable to Bond Counsel.

(19) A certificate of the Trustee, dated the Closing Date to the effect that:

(i) the Trustee is duly organized and existing as a national banking association in good standing under the laws of the United States, having the full power and authority to accept and perform its duties under the Indenture;

(ii) subject to the provisions of the Indenture, the Trustee will apply the proceeds from the Bonds to the purposes specified in the Indenture;

(iii) the Trustee has duly authorized and executed the Indenture; and

(iv) the Trustee has duly authenticated and delivered the Bonds in its capacity as trustee under the Indenture.

(20) Evidence that the Bonds have been given the ratings set forth in the Official Statement and that such ratings continue in effect as of the Closing Date.

(21) [The Policy, duly executed by the Insurer.

(22) The Reserve Policy, duly executed by the Insurer.

(23) An opinion of counsel to the Insurer, dated the Closing Date, addressed to the Authority and the Underwriter, in form and substance satisfactory to the Underwriter and Bond Counsel.

(24) A certificate or certificates of the Insurer, dated the Closing Date, as to the accuracy of the information relating to the Insurer, the Policy and the Reserve Policy included in the Official Statement and such other matters reasonably requested by the Underwriter and Bond Counsel.

(25) Evidence that a federal tax information form 8038-G has been prepared for filing with respect to the Bonds.

(26) A copy of the Notice of Final Sale required to be delivered to the California Debt and Investment Advisory Commission pursuant to Section 8855 of the California Government Code.

(27) An executed Blanket Letter of Representations between the Authority and The Depository Trust Company.

(28) Evidence that the City and/or the Authority have adopted a "local debt policy" within the meaning of California Government Code Section 8855(i).

(29) A parity debt certificate of the City evidencing the City's authority to enter into the Installment Purchase Agreement under the terms of its existing Water System debt.

(30) Such additional legal opinions, certificates, proceedings, instruments and other documents as Bond Counsel, the Underwriter and Underwriter's Counsel may reasonably request to evidence compliance with legal requirements, the truth and accuracy, as of the time of Closing, of the representations contained herein and in the Official Statement and the due performance or satisfaction by the Trustee and the Authority at or prior to such time of all agreements then to be performed and all conditions then to be satisfied.

(c) All matters relating to this Purchase Agreement, the Bonds and the sale thereof, the Legal Documents and the consummation of the transactions contemplated by this Purchase Agreement shall have been approved by the Underwriter, such approval not to be unreasonably withheld.

If the conditions to the Underwriter's obligations contained in this Purchase Agreement are not satisfied or if the Underwriter's obligations shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and none of the Underwriter, the City or the Authority shall have any further obligation hereunder.

10. The Underwriter shall have the right to terminate this Purchase Agreement, without liability therefore, by written notification to the Authority and the City if at any time at or prior to the Closing:

(a) Legislation shall be enacted by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States, or the Treasury Department of the United States or the Internal Revenue Service or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or of the State or the United States Tax Court shall be rendered, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice by or on behalf of the Treasury

Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed, the effect of any or all of which would be to alter, directly or indirectly, federal income taxation upon interest received on obligations of the general character of the Bonds, or the interest on the Bonds as described in the Official Statement, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal income tax consequences of any of the transactions contemplated herein; or

(b) Legislation shall be introduced in or enacted (or resolution passed) by the Congress or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission (the "**SEC**"), or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds are not exempt from registration under or other requirements of the Securities Act of 1933, as amended, or that the Indenture is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering, or sale of obligations of the general character of the Bonds, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect; or

(c) A general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, or any material increase of restrictions now in force (including, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter); or

(d) A general banking moratorium shall have been established by federal, New York or California authorities; or

(e) A decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as contemplated by this Purchase Agreement or by the Official Statement, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act of 1933, as amended, the Exchange Act of 1934, as amended and the Trust Indenture Act of 1939, as amended; or

(f) Establishment of any new restrictions in securities materially affecting the free market for securities of the same nature as the Bonds (including the imposition of any limitations on interest rates) or the charge to the net capital requirements of the Underwriter established by the New York Stock Exchange, the SEC, any other Federal or state agency or the Congress of the United States, or by Executive Order; or

(g) A material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred; or

(h) Any amendment to the federal or California Constitution or action by any federal or California court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the Authority or the City, its property, income or securities (or interest thereon), or the ability of the City to execute the Installment Purchase Agreement and pledge the Net Revenues to the Series 2024 Installment Payments or of the Authority to issue the Bonds and pledge the Authority Revenues as contemplated by the Indenture and the Official Statement; or

(i) There shall have occurred: (1) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war; or (2) any other calamity or crisis in the financial markets of the United States or elsewhere or the escalation of such calamity or crisis; or

(j) There shall have occurred any materially adverse change in the affairs or financial position, results of operations or condition, financial or otherwise, of the Authority or the City, other than changes in the ordinary course of business or activity or in the normal operation of the Authority or the City, except as described in the Preliminary Official Statement and the Official Statement; or

(k) Any event shall occur or facts are discovered which causes any statement contained in the Official Statement to be materially misleading or results in a failure of the Official Statement to state a material fact necessary in order to make the statements in the Official Statement, in the light of the circumstances under which they were made, not misleading, provided, however, that the Underwriter shall not terminate this Purchase Agreement if prior to the Closing and prior to the distribution of the Official Statement to any public investor, the Authority, the City and the Underwriter agree to and shall have amended or supplemented the Official Statement so that the Official Statement as so amended or supplemented will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made in the light of the circumstances in which they were made, not misleading, and, in the sole judgment of the Underwriter, such amendment or supplement would not have a material adverse effect on the marketability or market price of the Bonds on the terms and conditions contemplated by this Purchase Agreement or the ability of the Underwriter to enforce contracts with investors for the sale of Bonds; or

(l) An event described in Section 7(k) or 8(k) hereof shall have occurred which, in the reasonable professional judgment of the Underwriter, requires the preparation and publication of a supplement or amendment to the Official Statement; or

(m) The marketability of the Bonds or the market price thereof, in the opinion of the Underwriter, has been materially and adversely affected by disruptive events, occurrences or conditions in the securities or debt markets; or

(n) The suspension by the SEC of the trading in the outstanding bonds of the Authority or the City; or

(o) [Any rating of the Bonds or other obligations of the Insurer by a national rating agency shall have been withdrawn or downgraded or placed on negative outlook or negative watch; or]

(p) Any rating of the Bonds or other obligations of the Authority or the City by a national rating agency shall have been withdrawn, suspended or downgraded or placed on negative outlook or negative watch.

11. Performance by the Authority and the City of their respective obligations under this Purchase Agreement is conditioned upon: (i) performance by the Underwriter of its obligations hereunder; and (ii) receipt by the Authority, the City or the Underwriter of all opinions and certificates to be delivered at Closing by persons and entities other than the Authority or the City.

12. After the Closing and until the End Date: (a) neither the Authority nor the City will adopt any amendment of or supplement to the Official Statement to which the Underwriter shall object in writing or which shall be disapproved by the Underwriter; and (b) if any event relating to or affecting the Bonds, the Authority or the City shall occur as a result of which it is necessary, in the opinion of the Underwriter, to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances existing at the time it is delivered to an initial purchaser of the Bonds, then the Authority will forthwith prepare and furnish to the Underwriter a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Underwriter) which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to an initial purchaser of the Bonds, not misleading. The costs of preparing any necessary amendment or supplement to the Official Statement to be utilized until the End Date shall be borne by the Authority and any costs incurred thereafter incident to amending or supplementing the Official Statement shall be borne by the Underwriter. For the purposes of this Section, the Authority will furnish such information with respect to itself as the Underwriter may from time to time request.

13. (a) The Underwriter shall be under no obligation to pay, and the City or Authority shall pay or cause to be paid out of the proceeds of the Bonds, all expenses incident to the performance of the Authority's and City's obligations hereunder, including but not limited to: the cost of photocopying and delivering the Bonds to the Underwriter; the cost of preparing, printing (and/or word processing and reproducing), distributing and delivering the Legal Documents, and the cost of printing, distributing and delivering the Preliminary Official Statement and the Official Statement in such reasonable quantities as requested by the Underwriter; and the fees and disbursements of Bond Counsel, Disclosure Counsel, the Municipal Advisor, any accountants, financial advisors or other engineers or experts or consultants that the Authority or the City have retained in connection with the Bonds and expenses (included in the expense component of the Underwriter's spread) incurred on behalf of the Authority or City officers or employees which are incidental to implementing this Purchase Agreement, including, but not limited to, meals, transportation and lodging of those officers or employees.

(b) Whether or not the Bonds are delivered to the Underwriter as set forth herein, neither the Authority nor the City shall be under any obligation to pay, and the Authority and City shall not pay, any expenses incurred by the Underwriter in connection with its public offering and distribution of the Bonds (except those specifically enumerated in subsection (a) of this section), including any advertising expenses and the fees of the California Debt and Investment Advisory Commission, the cost of preparation of any "blue sky" or legal investment memoranda, the fees of Digital Assurance Certification, L.L.C. for a continuing disclosure undertaking compliance review and the fees and disbursements of Underwriter's Counsel. The Authority and the City acknowledge

that some or all of the expenses to be paid by the Underwriter may be included as part of the expense component of the underwriting discount or may be reimbursed to the Underwriter as out-of-pocket expenses.

14. Any notice or other communication to be given to the Underwriter may be given by delivering the same to Samuel A. Ramirez & Co., Inc., 633 West Fifth Street, Suite 2693, Los Angeles, California 90071; Attention: Public Finance. Any notice or other communication to be given to the Authority or the City may be given by delivering the same to addresses set forth on the first page of this Purchase Agreement, Attention: Executive Director with respect to the Authority and Attention: City Manager with respect to the City. The approval of the Underwriter when required hereunder or the determination of satisfaction as to any document referred to herein shall be in writing signed by the Underwriter and delivered to you.

15. This Purchase Agreement is made solely for the benefit of the Authority, the City and the Underwriter (including the successors or assigns thereof) and no other person shall acquire or have any right hereunder or by virtue hereof.

16. This Purchase Agreement may be executed by the parties hereto in separate counterparts, each of which such counterparts shall together constitute but one and the same instrument.

17. The representations and warranties of the Authority and the City set forth in or made pursuant to this Purchase Agreement shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing or termination of this Purchase Agreement and regardless of any investigations made by or on behalf of the Underwriter (or statements as to the results of such investigations) concerning such representations and warranties of the Authority and the City and regardless of delivery of and payment for the Bonds.

18. The primary role of the Underwriter, as underwriter, is to purchase the Bonds for resale to investors in an arms-length commercial transaction among the City, the Authority and the Underwriter. The Underwriter, as underwriter, has financial and other interests that differ from those of the Authority and the City.

19. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the Authority, the City and the Underwriter, and shall be valid and enforceable as of the time of such acceptance.

20. This Purchase Agreement shall be governed by the laws of the State of California. This Purchase Agreement shall not be assigned by any of the parties hereto.

21. This Purchase Agreement supersedes and replaces all prior negotiations, agreements and understandings between the parties hereto in relation to the sale of Bonds by the Authority to the Underwriter and represents the entire agreement of the parties as to the subject matter herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

22. Any provision of this Purchase Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Purchase Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

SAMUEL A. RAMIREZ & CO., INC.

By:_____
Authorized Officer

The foregoing is hereby agreed to and accepted as of the date first above written:

ONTARIO PUBLIC FINANCING AUTHORITY

By: _____
Authorized Officer

Time of Execution: _____ p.m. California time

CITY OF ONTARIO

By: _____
Authorized Officer

Time of Execution: _____ p.m. California time

[EXECUTION PAGE OF BOND PURCHASE AGREEMENT – ONTARIO PUBLIC FINANCING AUTHORITY WATER REVENUE BONDS, SERIES 2024A]

EXHIBIT A

$_____
ONTARIO PUBLIC FINANCING AUTHORITY
WATER REVENUE BONDS, SERIES 2024A

MATURITY SCHEDULE

Maturity (August 1)	*Principal Amount*	*Interest Rate*	*Yield*	*Price*	*10% Test Satisfied*[*]	*10% Test Not Satisfied*	*Subject to Hold-The-Offering-Price Rule*
20__	$	%	%				

_____
(T) Term Bond.
(I) [Insured Bond.]
(C) Priced to first optional redemption date of ____ 1, 20__ at par.
[*] At the time of execution of this Purchase Agreement and assuming that orders are confirmed by the close of the business day immediately following the date of this Purchase Agreement.

EXHIBIT B

$_____
ONTARIO PUBLIC FINANCING AUTHORITY
WATER REVENUE BONDS, Series 2024A

FORM OF ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Samuel A. Ramirez & Co., Inc. ("Ramirez"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds") based upon the information available to it.

1. ***Sale of the 10% Maturities***. As of the date of this certificate, for each Maturity of the 10% Maturities, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Undersold Maturities***.

Ramirez offered the Undersold Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this Certificate as Schedule B.

As set forth in the Bond Purchase Agreement, Ramirez has agreed in writing that, for each Maturity of the Undersold Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Offering Period for such Maturity, nor would it permit a related party to do so. Pursuant to such agreement, Ramirez has neither offered nor sold any Maturity of the Undersold Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Offering Period.

3. ***Defined Terms***.

(a) *10% Maturities* means those Maturities of the Bonds shown in Schedule A hereto as the "10% Maturities."

(b) *Issuer* means Ontario Public Financing Authority.

(c) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(d) *Offering Period* means, with respect to an Undersold Maturity, the period starting on the Sale Date and ending on the earlier of: (i) the close of the fifth business day after the Sale Date; or (ii) the date on which Ramirez has sold a Substantial Amount of such Undersold Maturity to the Public at a price that is no higher than the Initial Offering Price for such Undersold Maturity.

(e) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter.

The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is July __, 2024.

(g) *Substantial Amount* means ten percent.

(h) *Underwriter* means: (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public; and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

(i) *Undersold Maturities* means those Maturities of the Bonds shown in Schedule A hereto as the "Undersold Maturities."

The Issuer may rely on the statements made herein in connection with making the representations set forth in the Tax Certificate to which this Issue Price Certificate is attached and in its efforts to comply with the conditions imposed by the Internal Revenue Code of 1986, as amended (the "Code"). Stradling Yocca Carlson & Rauth LLP may also rely on this Issue Price Certificate for purposes of its opinion regarding the treatment of interest on the Bonds as excludable from gross income for federal income tax purposes. Except as expressly set forth above, the certifications set forth herein may not be relied upon or used by any third party or for any other purpose. Notwithstanding anything set forth herein, Ramirez is not engaged in the practice of law. Accordingly, Ramirez makes no representation as to the legal sufficiency of the factual matters set forth herein.

SAMUEL A. RAMIREZ & CO., INC.

By:_____

Name:_____

Dated: August __, 2024

SCHEDULE A

SALE PRICES OF THE ACTUALLY SOLD MATURITIES AND INITIAL OFFERING PRICES OF THE OFFERED MATURITIES

(*To Be Attached)*

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

(To Be Attached)

EXHIBIT C

FORM OF DISCLOSURE COUNSEL LETTER

August __, 2024

Samuel A. Ramirez & Co., Inc.
Los Angeles, California

Re: $_____ Ontario Public Financing Authority Water Revenue Bonds, Series 2024A

Ladies and Gentlemen:

We have acted as disclosure counsel to the City of Ontario (the "City") in connection with the issuance of the above-referenced bonds (the "Bonds") by the Ontario Public Financing Authority (the "Authority"). The Bonds are being purchased by you pursuant to a Bond Purchase Agreement dated July __, 2024 (the "Purchase Agreement"), by and among, the Authority, the City and you, as underwriter of the Bonds. All capitalized terms used herein and not defined herein shall have the meanings that are given to such terms in the Purchase Agreement.

In rendering the advice contained herein, we have examined originals or copies certified or otherwise identified to our satisfaction of: (i) the Preliminary Official Statement dated July __, 2024 relating to the Bonds (together with any additions or modifications set forth in the Official Statement, the "POS"); (ii) the Official Statement dated July __, 2024 (the "Official Statement") relating to the Bonds; (iii) the Indenture of Trust dated as of August 1, 2024, by and between the Authority and Zions Bancorporation, National Association, as Trustee; (iv) the Continuing Disclosure Agreement dated August __, 2024, executed and delivered by the City; (v) the Installment Purchase Agreement dated as of August 1, 2024, by and between the Authority and the City; and (vi) the letters, certificates, and opinions that were delivered to you pursuant to the provisions of the Purchase Agreement, including, but not limited to, Section 9(b) thereof. This letter relates solely to the electronic version of the POS distributed on July __, 2024 and the electronic version of the Official Statement distributed on _____, 2024.

The conclusions that are expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters that are not directly addressed by such authorities. Such conclusions may be affected by actions that are taken or omitted or events that occur after the date hereof. We have not undertaken to determine, or to inform you or any other person, whether any such actions are taken or omitted or whether such events do occur or any other matters come to our attention after the date hereof. We have assumed, but not independently verified, that the signatures on all documents, letters, opinions and certificates that we have examined are genuine, that all documents which were submitted to us are authentic and were duly and properly executed by the parties thereto and that all representations in the documents that we have reviewed are true and accurate. We have assumed, without independent verification, the accuracy of the factual matters that are represented, warranted or certified in the documents, and of the legal conclusions that are contained in any opinions referenced in the POS or the Official Statement.

By delivering this letter, we are not expressing any opinion with respect to any indemnification, contribution, liquidated damages, penalty (including any remedy deemed to

constitute a penalty), right of set-off, arbitration, judicial reference, choice of law, choice of forum, choice of venue, non-exclusivity of remedies, waiver or severability provisions that are contained in any document that is referenced in the POS or the Official Statement, nor are we expressing any opinion with respect to the state or quality of title to or interest in any assets that are described in or as subject to the lien of the Indenture or the Installment Purchase Agreement or the accuracy or sufficiency of the description that is contained therein of, or the remedies that are available to enforce liens on, any such assets. Our services as disclosure counsel to the City did not involve the rendering of financial or other non-legal advice to you or any other party to the transaction.

Although we have not undertaken to determine independently or verify and are not passing upon and do not assume responsibility for, the accuracy, completeness or fairness of the statements that are contained in the POS or the Official Statement, and are therefore unable to make any representation to you in that regard, we have participated in conferences or corresponded prior to the date of the POS with representatives of the Authority and the City, including the Authority's General Counsel and the City Attorney, you, your counsel, Urban Futures, Inc. (the City's Municipal Advisor), and others, during which conferences the contents of the POS and the Official Statement and related matters were discussed. Based upon the information that was made available to us in the course of our participation in such conferences as disclosure counsel to the City, our review of the documents that are referred to above, our reliance on the oral and written statements of the Authority, the City and others, the documents, certificates, instructions and records and the opinions of counsel which are described above and our understanding of applicable law, and subject to the limitations on our role as disclosure counsel, we advise you as a matter of fact but not opinion that no information has come to the attention of the attorneys in the firm representing the City on this matter which caused us to believe that the POS (as of its date or as of the date of the Official Statement) contained, or that the Official Statement (as of its date) contained or (as of the date hereof) contains, any untrue statement of a material fact, or that the POS (as of its date or as of the date of the Official Statement) omitted, or that the Official Statement (as of its date) omitted or (as of the date hereof) omits, to state a material fact that is required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except that we express no view with respect to: (i) the expressions of opinion, the assumptions, the projections, estimates and forecasts, the charts, the financial statements or other financial, numerical, economic, demographic or statistical data or graphics or videos that are contained in or accessible via hyperlink from the POS or Official Statement, or assessed valuations contained in the POS and the Official Statement; (ii) any CUSIP numbers or information relating thereto; (iii) information with respect to The Depository Trust Company and its book-entry system; (iv) information contained in the Appendices to the POS and the Official Statement; (v) any information incorporated by reference into the POS or the Official Statement; (vi) information with respect to the underwriter or underwriting matters with respect to the Bonds, including but not limited to information under the caption "UNDERWRITING;" (vii) [any information relating to the Insurer, the Policy, and the Reserve Policy; and (viii)] information with respect to the ratings on the Bonds and the rating agency referenced therein, including but not limited to information under the caption "RATING"). In providing the legal services that are described above, we provided no independent diligence of, and express no view with respect to, the City's compliance with any obligation to file annual reports or provide notice of events, each as described in Rule 15c2-12. Finally, we advise you that, other than reviewing the various certificates and opinions dated the date hereof executed in connection with the issuance of the Bonds, we have not taken any steps since the date of the Official Statement to verify the accuracy of the statements which are contained in the POS or the Official Statement as of the date hereof.

By acceptance of this letter you recognize and acknowledge that: (1) the negative assurance above is not an opinion and is based on certain limited activities that were performed by specific attorneys in our firm in our role as disclosure counsel to the City; rather it is a statement of negative assurance regarding factual information that did not come to the attention of the attorneys in our firm working on this matter during the limited activities that we performed as Disclosure Counsel to the City, and our services did not include financial or other non-legal advice; (2) the scope of the activities that were performed by such attorneys in our role as disclosure counsel to the City and for purposes of delivering such negative assurance was inherently limited and does not purport to encompass all activities that are necessary for compliance by you or others in accordance with applicable state and federal securities laws; and (3) the activities that were performed by such attorneys in our role as disclosure counsel to the City rely in part by representations, warranties, certifications and opinions of other parties to the transaction, including representations, warranties and certifications made by the City.

This letter is being furnished to you solely for your benefit in connection with your purchase of the Bonds in accordance with the Purchase Agreement and is not to be used, circulated, quoted or otherwise referred to for any other purpose without our prior written consent. No attorney-client relationship has existed or exists between our firm and you in connection with the issuance of the Bonds or by virtue of this letter. We note that you were represented by separate counsel retained by you in connection with the transaction described in the Official Statement. This letter is limited to matters governed by the laws of the State of California and federal securities laws, and we assume no responsibility with respect to the applicability or the effect of the laws of any other jurisdiction.

Our engagement as disclosure counsel to the City terminates as of the date hereof, and we have not undertaken any duty, and expressly disclaim any responsibility, to advise you as to events occurring after the date hereof with respect to the Bonds or other matters discussed in the Official Statement. This letter is not intended to, and may not, be relied upon by owners of the Bonds, the owners of any beneficial ownership interest in the Bonds or by any other party to whom it is not addressed.

Respectfully submitted,

EXHIBIT D

FORM OF SUPPLEMENTAL OPINION

August __, 2024

Samuel A. Ramirez & Co., Inc.
Los Angeles, California

Re: $_____ Ontario Public Financing Authority Water Revenue Bonds, Series 2024A

Ladies and Gentlemen:

We have examined certified copies of proceedings taken for the sale and issuance of the above-referenced bonds (the "Bonds"), and we have rendered our opinion to the Ontario Public Financing Authority (the "Authority") this day regarding the validity and enforceability of the Bonds (the "Approving Opinion"). The Bonds are being issued pursuant to an Indenture of Trust dated as of August 1, 2024 (the "Indenture"), by and between the Authority and Zions Bancorporation, National Association, as Trustee. You may rely upon our Approving Opinion as if it were addressed to you.

Capitalized terms that are used herein and not otherwise defined shall have the meaning given to such terms in the Bond Purchase Agreement dated July __, 2024 (the "Purchase Agreement"), by and among the Authority, the City of Ontario (the "City") and Samuel A. Ramirez & Co., Inc., as Underwriter.

Based upon the foregoing and such other information and documents as we consider necessary to render this opinion, we are of the opinion that:

1. The Purchase Agreement has been duly executed and delivered by the Authority and the City and is valid and binding upon the Authority and the City.

2. The Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

3. The statements contained in the Official Statement on the cover and under the captions "INTRODUCTION," "THE BONDS," "SECURITY FOR THE BONDS" and "TAX MATTERS," and in "APPENDIX B – DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INSTALLMENT PURCHASE AGREEMENT AND THE INDENTURE" and "APPENDIX C – FORM OF OPINION OF BOND COUNSEL," insofar as such statements purport to describe certain provisions of the Bonds, the Indenture, the Installment Purchase Agreement and the opinion of Bond Counsel regarding the tax-exempt nature of the Bonds from federal and State of California income taxes, present a fair and accurate summary of the provisions thereof.

We have not undertaken any duty and expressly disclaim any responsibility to advise the addressee as to events occurring after the date hereof with respect to the Bonds or other matters discussed in the Official Statement.

The opinions that are expressed herein are based upon our analysis and interpretation of existing laws, regulations, rulings and judicial decisions and cover certain matters which are not directly addressed by such authorities. In delivering this opinion, we have relied upon certain representations of fact and certifications made by the City, the Authority and others. This opinion is limited to matters governed by the laws of the State of California and federal securities laws, and we assume no responsibility with respect to the applicability or the effect of the laws of any other jurisdiction.

Except as expressly set forth in the Approving Opinion, we express no opinion regarding any tax consequences with respect to the Bonds. No opinion is expressed herein with respect to the compliance with, or applicability of, any "blue sky" laws of any state as they relate to the offer or sale of the Bonds.

We call attention to the fact that the foregoing opinions may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. We have not undertaken to determine, or to inform any person, whether such actions or events are taken (or not taken) or occur (or do not occur), and we expressly disclaim any responsibility to advise you as to events occurring after the date hereof with respect to the Bonds or other matters discussed in the Official Statement. You have acknowledged that no attorney-client relationship exists between us with respect to any matters related to the Bonds.

We further call attention to the fact that the rights and obligations under the Purchase Agreement may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights, by equitable principles, by the exercise of judicial discretion in appropriate cases and by the limitations on remedies against public agencies in the State of California.

This opinion is furnished by us to you and is solely for your benefit, and may not be relied upon by others without our prior written consent. Our engagement with respect to the Bonds has concluded with their delivery, and we disclaim any obligation to update this opinion.

Respectfully submitted,

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "**Disclosure Certificate**") is executed and delivered by the City of Ontario (the "**City**") in connection with the issuance of the Ontario Public Financing Authority Water Revenue Bonds, Series 2024A (the "**Bonds**"). The Bonds are being issued pursuant to an Indenture of Trust, dated as of _____ 1, 2024 (the "**Indenture**"), by and between the Ontario Public Financing Authority and Zions Bancorporation, National Association, as trustee. The City covenants and agrees as follows:

1. Purpose of this Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the Rule.

2. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

Annual Report. The term "Annual Report" means any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

Beneficial Owner. The term "Beneficial Owner" means any person which: (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries); or (b) is treated as the owner of any Bonds for federal income tax purposes.

EMMA. The term "EMMA" means the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures, maintained on the Internet at http://emma.msrb.org/.

Financial Obligation. The term "Financial Obligation" means a: (A) debt obligation; (B) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) guarantee of (A) or (B). The term "Financial Obligation" does not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

Fiscal Year. The term "Fiscal Year" means the one-year period ending on the last day of June of each year.

Holder. The term "Holder" means a registered owner of the Bonds.

Listed Events. The term "Listed Events" means any of the events listed in Sections 5(a) and (b) of this Disclosure Certificate.

Official Statement. The term "Official Statement" means the Official Statement relating to the Bonds dated _____, 2024 delivered in connection with the issuance of the Bonds.

Participating Underwriter. The term "Participating Underwriter" means the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

Rule. The term "Rule" means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

3. Provision of Annual Reports.

(a) The City shall provide not later than each March 31 following the end of its Fiscal Year (commencing March 31, 2025 with the Annual Report for Fiscal Year 2024) to EMMA an Annual Report relating to the immediately preceding Fiscal Year which is consistent with the requirements of Section 4 of this Disclosure Certificate, which Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate.

(b) If the City is unable to provide to EMMA an Annual Report by the date required in subsection (a), the City shall send to EMMA a notice in substantially the manner prescribed by the Municipal Securities Rulemaking Board.

4. Content of Annual Reports. The Annual Report shall contain or incorporate by reference the following:

(a) The audited financial statements of the City for the prior Fiscal Year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If such audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) Principal amount of the Bonds outstanding.

(c) An update of the information substantially in the form of the following tables in the Official Statement for the Fiscal Year prior to the filing of such Annual Report:

1. Table 1 – Historical Water Supply;

2. Table 3 – Historical Water System Connections;

3. Table 5 – Ten Largest Water System Customers;

4. Table 6 – Water Commodity Rates per HCF;

5. Table 7 – Fixed Monthly Water Service Charges; and

6. Table 8 – Historical Water System Operating Results and Debt Service Coverage Fiscal Year Ended June 30.

(d) Information regarding any parity obligations entered into in the Fiscal Year prior to the filing of such Annual Report.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which have been submitted to EMMA or the Securities and Exchange Commission; provided that if any document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board; and provided further that the City shall clearly identify each such document so included by reference.

5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds in a timely manner not more than ten (10) Business Days after the event:

1. principal and interest payment delinquencies;

2. unscheduled draws on debt service reserves reflecting financial difficulties;

3. unscheduled draws on credit enhancements reflecting financial difficulties;

4. substitution of credit or liquidity providers, or their failure to perform;

5. issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB);

6. tender offers;

7. defeasances;

8. ratings changes;

9. bankruptcy, insolvency, receivership or similar proceedings; Note: For the purposes of the event identified in subparagraph (9), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person; and

10. default, event of acceleration, termination event, modification of terms or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

(b) Pursuant to the provisions of this Section 5, the City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

1. unless described in Section 5(a)(5), other notices or determinations by the Internal Revenue Service with respect to the tax status of the Bonds or other events affecting the tax status of the Bonds;

2. modifications to the rights of Bondholders;

3. optional, unscheduled or contingent Bond calls;

4. release, substitution or sale of property securing repayment of the Bonds;

5. non-payment related defaults;

6. the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;

7. appointment of a successor or additional trustee or the change of the name of a trustee; and

8. incurrence of a Financial Obligation of the City, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders.

(c) If the City determines that knowledge of the occurrence of a Listed Event under Section 5(b) would be material under applicable federal securities laws, the City shall file a notice of such occurrence with EMMA in a timely manner not more than ten (10) Business Days after the event.

6. Customarily Prepared and Public Information. Upon request, the City shall provide to any person financial information and operating data regarding the City which is customarily prepared by the City and is publicly available.

7. Termination of Obligation. The City's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that, in the opinion of nationally recognized bond counsel, such amendment or waiver is permitted by the Rule.

9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall not

thereby have any obligation under this Disclosure Certificate to update such information or include it in any future notice of occurrence of a Listed Event.

10. Default. In the event of a failure of the City to comply with any provision of this Disclosure Certificate, any Holders or Beneficial Owners of at least 50% aggregate principal amount of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

No Holder or Beneficial Owner of the Bonds may institute such action, suit or proceeding to compel performance unless they shall have first delivered to the City satisfactory written evidence of their status as such, and a written notice of and request to cure such failure, and the City shall have refused to comply therewith within a reasonable time.

11. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Authority, the City, the Participating Underwriter and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated: _____, 2024

CITY OF ONTARIO

By: _____
Its: City Manager

INSTALLMENT PURCHASE AGREEMENT

by and between

CITY OF ONTARIO

and

ONTARIO PUBLIC FINANCING AUTHORITY

Dated as of _____ 1, 2024

Relating to

$_____
ONTARIO PUBLIC FINANCING AUTHORITY
WATER REVENUE BONDS, SERIES 2024A

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INSTALLMENT PURCHASE AGREEMENT

This INSTALLMENT PURCHASE AGREEMENT, dated as of _____ 1, 2024, is entered into by and between the CITY OF ONTARIO, a municipal corporation that is duly organized and existing under and by virtue of the general laws of the State of California (the "**City**"), and the ONTARIO PUBLIC FINANCING AUTHORITY, a joint exercise of powers agency that is duly organized and existing under and by virtue of the laws of the State of California (the "**Authority**").

RECITALS

A. The City proposes to finance the acquisition and construction of certain improvements, betterments, renovations and expansions of facilities within its Water System, as described in Exhibit A (collectively, the "**2024 Project**").

B. The Authority has agreed to assist the City in financing the 2024 Project on the terms and conditions that are set forth herein.

C. The Authority is authorized by Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, including but not limited to Section 6540 *et seq*., to finance and refinance the acquisition and construction of property for its members.

D. The City is authorized by the laws of the State of California to acquire the 2024 Project.

E. The City and the Authority have duly authorized the execution of this Installment Purchase Agreement.

F. All acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Installment Purchase Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Installment Purchase Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THESE PREMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER VALUABLE CONSIDERATION, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. Unless the context otherwise requires, the terms that are defined in this section shall for all purposes hereof and of any amendment hereof or supplement hereto and of any report or other document that is mentioned herein or therein have the meanings that are defined herein, the following definitions to be equally applicable to both the singular and plural forms of any of the terms that are defined herein. All capitalized terms that are used herein and not defined herein shall have the meanings that are ascribed thereto in the Indenture.

Accountant's Report. The term "Accountant's Report" means a report signed by an Independent Certified Public Accountant.

Acquisition Fund. The term "Acquisition Fund" means the fund by that name created pursuant to Section 3.04 of the Indenture.

Authority. The term "Authority" means Ontario Public Financing Authority, a joint exercise of powers agency that is duly organized pursuant to the JPA Agreement and existing under and by virtue of the laws of the State of California.

Charges. The term "Charges" means fees, assessments, rates and charges prescribed by the City Council for the services and facilities of the Water System furnished by the City.

City. The term "City" means City of Ontario, a municipal corporation that is duly organized and existing under and by virtue of the general laws of the State of California.

City Manager. The term "City Manager" means the City Manager of the City, or any other person that is designated by the City Manager to act on behalf of the City Manager.

Debt Service. The term "Debt Service" means, for any Fiscal Year, the sum of:

(1) the interest payable during such Fiscal Year on all outstanding Parity Bonds, assuming that all outstanding serial Parity Bonds are retired as scheduled and that all outstanding term Parity Bonds are prepaid or paid from sinking fund payments as scheduled (except to the extent that such interest is capitalized);

(2) that portion of the principal amount of all outstanding serial Parity Bonds maturing in such Fiscal Year, but excluding Excluded Principal;

(3) that portion of the principal amount of all outstanding term Parity Bonds required to be prepaid or paid in such Fiscal Year, but excluding Excluded Principal; and

(4) that portion of the interest payments to be made hereunder payable during such Fiscal Year (except to the extent that such interest is capitalized);

provided that, as to any such Parity Bonds or the Series 2024 Installment Payments bearing or comprising interest at other than a fixed rate, the rate of interest used to calculate Debt Service shall, for all purposes, be assumed to be a fixed rate equal to the average variable rate borne over the preceding twelve (12) months by outstanding variable rate debt issued or executed by the City or, if no such variable rate debt is at the time outstanding, by variable rate debt of which the interest rate is computed by reference to an index that is comparable to that to be utilized in determining the interest rate for the debt then proposed to be issued; and

provided further that, if any series or issue of such Parity Bonds or the Series 2024 Installment Payments have twenty-five percent (25%) or more of the aggregate principal amount of such series or issue due in any one year, Debt Service shall be determined for the Fiscal Year of determination as if the principal of and interest on such series or issue of such Parity Bonds or Bonds were being paid from the date of incurrence thereof in substantially equal annual amounts over a period of twenty-five (25) years from the date of calculation; and

provided further that, as to any such Parity Bonds or Bonds or portions thereof bearing no interest but which are sold at a discount and which discount accretes with respect to such Parity Bonds or Bonds or portions thereof, such accreted discount shall be treated as interest in the calculation of Debt Service; and

provided further that the amount on deposit in a debt service reserve fund on any date of calculation of Debt Service shall be deducted from the amount of principal due at the final maturity of the Parity Bonds and Bonds for which such debt service reserve fund was established and in each preceding year until such amount is exhausted.

Excluded Principal. The term "Excluded Principal" means each payment of principal of any Parity Bond: (1) which is commercial paper or otherwise of a revolving or short-term nature and has a maturity of less than 42 months; and (2) for which a certificate of an authorized representative of the City has been prepared to the effect that the City intends to pay such principal from the proceeds of Parity Bonds. No such determination shall affect the security for such Parity Bonds or the obligation of the City to pay such Parity Bonds from the sources set forth in the applicable resolution or contract.

Event of Default. The term "Event of Default" means an event that is described in Section 8.01.

Fiscal Year. The term "Fiscal Year" means the twelve month period beginning on July 1 of each year and ending on the next succeeding June 30, both dates inclusive, or any other twelve month period hereafter selected and designated as the official fiscal year period of the City.

Gross Revenues. The term "Gross Revenues" means all income, rents, rates, fees, charges and other moneys derived from the ownership of or operation of the Water System, including, without limiting the generality of the foregoing: (1) all in lieu charges and groundwater augmentation charges (including investment earnings thereon) collected by or on behalf of the City; (2) all income, rents, rates, fees, charges, business interruption insurance proceeds or other moneys derived by the City from the sale, furnishing and supplying of the water, drainage or other services, facilities, and commodities sold, furnished or supplied through the facilities of or in the conduct or operation of the business of the Water System, including connection fees, capacity charges and other charges for the connection of additional customers to the Water System; (3) the earnings on and income derived from the investment of such income, rents, rates, fees, charges, proceeds or other moneys, including City reserves; and (4) deposits to the Revenue Fund from amounts on deposit in the Rate Stabilization Fund in accordance with Section 5.06, but excluding in all cases: (v) development impact fees imposed pursuant to California Government Code § 66000 et seq.; (w) customers' deposits or any other deposits or advances subject to refund until such deposits or advances have become the property of the City; (x) proceeds of taxes or benefit assessments restricted by law to be used by the City to pay amounts due on bonds or other obligations hereafter incurred; (y) any and all revenues derived from the ownership or operation of or in connection with, and pledged to, Separate Facilities; and (z) any Gross Revenues transferred from the Revenue Fund to the Rate Stabilization Fund in accordance with Section 5.02(e).

Indenture. The term "Indenture" means the Indenture of Trust, dated as of the date hereof, by and between the City and the Authority, relating to the 2024 Bonds.

Independent Certified Public Accountant. The term "Independent Certified Public Accountant" means any firm of certified public accountants that is appointed by the City, and each of whom is independent pursuant to the Statement on Auditing Standards No. 1 of the American Institute of Certified Public Accountants.

Independent Consultant. The term "Independent Consultant" means a financial consultant or firm of such consultants that is appointed by the City, and who, or each of whom: (1) is in fact independent and not under domination of the City; (2) does not have any substantial interest, direct or indirect, with the City; (3) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make reports to the City; and (4) is registered as a "municipal advisor," as defined in Section 15B of the Securities Exchange Act of 1934, as amended.

Installment Purchase Agreement. The term "Installment Purchase Agreement" means this Installment Purchase Agreement, dated as of _____ 1, 2024, by and between the City and the Authority, as originally executed and as it may from time to time be amended or supplemented in accordance herewith.

JPA Agreement. The term "JPA Agreement" means the Joint Exercise of Powers Agreement, dated as of June 1, 2013, by and between the City and the Ontario Housing Authority, pursuant to which the Authority is established, as amended.

Maintenance and Operation Costs. The term "Maintenance and Operation Costs" means the reasonable and necessary costs spent or incurred by the City for maintaining and operating the Water System, calculated in accordance with sound accounting principles, and all reasonable and necessary expenses of management and repair and other expenses to maintain and preserve the Water System in good repair and working order, and including all reasonable and necessary administrative costs of the City attributable to the Water System and the Series 2024 Installment Payments, such as salaries and wages and the necessary contribution to retirement of employees, overhead, insurance, taxes (if any), expenses, compensation and indemnification of the Trustee, and fees of auditors, accountants, attorneys or engineers, and including all other reasonable and necessary costs of the City or charges required to be paid by it to comply with the terms of this Installment Purchase Agreement, but excluding (i) depreciation, replacement and obsolescence charges or reserves therefor and amortization of intangibles or other bookkeeping entries of a similar nature, (ii) payment of debt service on Parity Bonds or Subordinate Bonds, (iii) capital additions, replacements, betterments, extensions, or improvements to the Water System and (iv) charges payable to the City for a pipeline and right of way fee.

Net Proceeds. The term "Net Proceeds" means, when used with reference to any insurance or condemnation award or sale of property, means the gross proceeds from the sale of property or insurance or condemnation award with respect to which that term is used remaining after payment of all expenses (including attorneys' fees and any extraordinary expenses of the Trustee) incurred in the collection of such gross proceeds.

Net Revenues. The term "Net Revenues" means, for any period of computation, the amount of the Gross Revenues received from the Water System during such period, less the amount of Maintenance and Operation Costs of the Water System becoming payable during such period.

Parity Bonds. The term "Parity Bonds" means all bonds, notes or other obligations (including without limitation long-term contracts, loans, sub-leases or other legal financing

arrangements) of the City payable from and secured by a pledge of and lien upon any of the Net Revenues issued or incurred pursuant to Section 5.03.

Parity Bonds Instrument. The term "Parity Bonds Instrument" means the resolution, trust indenture or installment sale agreement adopted, entered into or executed and delivered by the City, and under which Parity Bonds are issued.

Purchase Price. The term "Purchase Price" means the principal amount plus interest thereon owed by the City to the Authority under the terms hereof as provided in Section 4.01.

Rate Stabilization Fund. The term "Rate Stabilization Fund" means the fund by that name held by the City and established pursuant to Section 5.06.

Revenue Fund. The term "Revenue Fund" means the fund by that name held by the City as set forth in Section 5.02 hereof.

Separate Facilities. The term "Separate Facilities" means any capital items acquired on or after the date hereof and which were not financed from the proceeds of Parity Bonds or other obligations of the Water System of the City having a parity claim on the Revenue Fund or Gross Revenues.

Series 2024 Installment Payment Date. The term "Series 2024 Installment Payment Date" means the fifteenth day of May and November of each year commencing on _____ 15, 20__.

Series 2024 Installment Payments. The term "Series 2024 Installment Payments" means the Installment Payments scheduled to be paid by the City under and pursuant to the Installment Purchase Agreement.

Subordinate Bonds. The term "Subordinate Bonds" means all bonds, notes or other obligations (including without limitation long-term contracts, loans, sub-leases or other legal financing arrangements) of the City payable from and secured by a pledge of and lien upon any of the Net Revenues, subordinate to the pledge of Net Revenues to pay the Series 2024 Installment Payment and any Parity Debt, and issued or incurred pursuant to Section 5.03.

Subordinate Bonds Instrument. The term "Subordinate Bonds Instrument" means the resolution, trust indenture or installment sale agreement adopted, entered into or executed and delivered by the City, and under which Subordinate Bonds are issued.

Trustee. The term "Trustee" means Zions Bancorporation, National Association, acting in its capacity as Trustee under and pursuant to the Indenture, and its successors and assigns.

2024 Project. The term "2024 Project" means the additions, betterments, extensions and improvements to the City's Water System facilities, including real property and buildings, if any, which are described as such in Exhibit A.

2024 Bonds. The term "2024 Bonds" means the Ontario Public Financing Authority Water Revenue Bonds, Series 2024A issued pursuant to the Indenture.

Water System. The term "Water System" means the existing potable and recycled water system of the City, comprising all facilities for the acquisition, storage, treatment and distribution of water for residential, commercial and industrial uses in the City.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties of the City. The City makes the following representations:

(a) The City is a municipal corporation that is duly organized and existing under and pursuant to the general laws of the State of California.

(b) The City has full legal right, power and authority to enter into this Installment Purchase Agreement, carry out its obligations hereunder and carry out and consummate all other transactions that are contemplated by this Installment Purchase Agreement, and the City has complied with the provisions of the laws of the State of California in all matters relating to such transactions.

(c) By proper action, the City has duly authorized the execution, delivery and due performance of this Installment Purchase Agreement.

(d) The City will not take or, to the extent within its power, permit any action to be taken which results in the interest that is paid for the installment purchase of the 2024 Project under the terms of this Installment Purchase Agreement being included in the gross income of the Authority or its assigns for purposes of federal or State of California personal income taxation.

(e) The City has determined that it is necessary and proper for City uses and purposes within the terms of the laws of the State of California that the City finance and acquire the 2024 Project in the manner that is provided for in this Installment Purchase Agreement in order to provide essential services and facilities to persons residing in the City.

Section 2.02. Representations and Warranties of the Authority. The Authority makes the following representations and warranties:

(a) The Authority is a joint exercise of powers agency that is duly organized under the JPA Agreement and in good standing under the laws of the State of California, has full legal right, power and authority to enter into this Installment Purchase Agreement and to carry out and consummate all transactions that are contemplated by this Installment Purchase Agreement and by proper action has duly authorized the execution and delivery and due performance of this Installment Purchase Agreement.

(b) The execution and delivery of this Installment Purchase Agreement and the consummation of the transactions that are contemplated herein will not violate any provision of law, any order of any court or other agency of government, or any indenture, material agreement or other instrument to which the Authority is now a party or by which it or any of its properties or assets is bound, or be in conflict with, result in a breach of or constitute a default (with due notice or the passage of time or both) under any such indenture, agreement or other instrument, or result in the

creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of the Authority.

(c) The Authority will not take or permit any action to be taken which results in the interest that is paid for the installment purchase of the 2024 Project under the terms of this Installment Purchase Agreement being included in the gross income of the Authority or its assigns for purposes of federal or State of California personal income taxation.

ARTICLE III

ACQUISITION OF 2024 PROJECT

Section 3.01. Acquisition and Construction of the 2024 Project. The Authority hereby agrees to cause the 2024 Project, and any additions or modifications thereto, to be constructed, acquired or installed by the City as its agent, and the City shall enter into contracts and provide for, as agent of the Authority, the complete acquisition of the 2024 Project. The City hereby agrees that it will cause the construction, acquisition and installation of the 2024 Project to be diligently performed after the deposit of funds pursuant to Section 3.02 of the Indenture, upon satisfactory completion of design work and compliance with the California Environmental Quality Act and approval by the City Council of the City, unforeseeable delays beyond the reasonable control of the City only excepted. It is hereby expressly understood and agreed that the Authority shall be under no liability of any kind or character whatsoever for the payment of any cost of the 2024 Project and that all such costs and expenses shall be paid by the City, regardless of whether the funds deposited in the Acquisition Fund are sufficient to cover all such costs and expenses.

Section 3.02. Changes to the 2024 Project. The City may substitute other improvements for those listed as components of the 2024 Project in Exhibit A, but only if the City first files with the Trustee a statement of the City in the form set forth in Exhibit D.

Section 3.03. Purchase and Sale of the 2024 Project. In consideration for the Series 2024 Installment Payments as set forth in Section 4.02, the Authority agrees to sell, and hereby sells, to the City, and the City agrees to purchase, and hereby purchases, from the Authority, the 2024 Project at the purchase price specified in Section 4.01 hereof and otherwise in the manner and in accordance with the provisions of this Installment Purchase Agreement.

Section 3.04. Title. All right, title and interest in each component of the 2024 Project shall vest in the City immediately upon acquisition or construction thereof. Such vesting shall occur without further action by the Authority or the City, and the Authority shall, if requested by the City or if necessary to assure such automatic vesting, deliver any and all documents which are required to assure such vesting.

Section 3.05. Acquisition Fund. There has been established with the Trustee pursuant to the Indenture the Acquisition Fund. The moneys in the Acquisition Fund shall be held by the Trustee in trust and applied to the payment of the costs of acquisition and construction of the 2024 Project and of expenses incidental thereto. Before any payment is made from the Acquisition Fund by the Trustee, the City Manager of the City, acting as agent of the Authority, shall cause to be filed with the Trustee a certificate of the City in the form set forth in Exhibit C.

ARTICLE IV

SERIES 2024 INSTALLMENT PAYMENTS

Section 4.01. Purchase Price.

(a) The Purchase Price to be paid by the City hereunder to the Authority is the sum of the principal amount of the City's obligations hereunder plus the interest to accrue on the unpaid balance of such principal amount from the effective date hereof over the term hereof, subject to prepayment as provided in Article VII.

(b) The principal amount of the payments to be made by the City hereunder is set forth in Exhibit B.

(c) The interest to accrue on the unpaid balance of such principal amount is as specified in Section 4.02 and Exhibit B, and shall be paid by the City as and constitute interest paid on the principal amount of the City's obligations hereunder.

Section 4.02. Series 2024 Installment Payments. The City shall, subject to its rights of prepayment provided in Article VII, pay the Authority the Purchase Price in installment payments of interest and principal in the amounts and on the Series 2024 Installment Payment Dates as set forth in Exhibit B.

Each Series 2024 Installment Payment shall be paid to the Authority in lawful money of the United States of America. In the event that the City fails to make any of the payments which are required to be made by it under this section, such payment shall continue as an obligation of the City until such amount shall have been fully paid, and the City agrees to pay the same with interest accruing thereon at the rate or rates of interest then applicable to the remaining unpaid principal balance of the Series 2024 Installment Payments if paid in accordance with their terms.

The obligation of the City to make the Series 2024 Installment Payments is absolute and unconditional, and until such time as the Purchase Price shall have been paid in full (or provision for the payment thereof shall have been made pursuant to Article IX), the City will not discontinue or suspend any Series 2024 Installment Payment which is required to be made by it under this section when due, whether or not the Water System or any part thereof is operating or operable or its use is suspended, interfered with, reduced or curtailed or terminated in whole or in part, and whether or not the 2024 Project has been completed, and such payments shall not be subject to reduction whether by offset or otherwise and shall not be conditional upon the performance or nonperformance by any party of any agreement for any cause whatsoever.

ARTICLE V

SECURITY

Section 5.01. Pledge of Net Revenues. The City hereby transfers, places a charge upon, assigns and sets over to the Authority, all of the Net Revenues and all amounts in the Rate Stabilization Fund which are necessary to pay the Series 2024 Installment Payments in any Fiscal Year, and such portion of the Net Revenues is hereby irrevocably pledged to the punctual payment of the Series 2024 Installment Payments. The Net Revenues shall not be used for any other purpose

while any of the Series 2024 Installment Payments remain unpaid, except that out of Net Revenues there may be apportioned and paid such sums for such purposes, as are expressly permitted by this Article. Said pledge shall constitute a first, direct and exclusive charge and lien on the Net Revenues and amounts in the Rate Stabilization Fund for the payment of the Series 2024 Installment Payments and all other Parity Bonds in accordance with the terms hereof.

Section 5.02. Allocation of Revenues. The City has heretofore established the Revenue Fund, which the City agrees to continue to hold and maintain for the purposes and uses set forth herein. The City covenants and agrees that all Gross Revenues, when and as received, will be received and held by the City in trust hereunder and will be deposited by the City in the Revenue Fund and will be accounted for through and held in trust in the Revenue Fund, and the City shall only have such beneficial right or interest in any of such money as provided herein. All such Gross Revenues shall be transferred, disbursed, allocated and applied solely to the uses and purposes hereinafter in this Article set forth, and shall be accounted for separately and apart from all other money, funds, accounts or other resources of the City.

(a) Operating Costs. The City shall first pay from the moneys in the Revenue Fund the Maintenance and Operation Costs as such Maintenance and Operation Costs become due and payable. Thereafter, all remaining moneys in the Revenue Fund shall be set aside by the City for the transfer to the Trustee at least five days prior to each Series 2024 Installment Payment Date; and all such moneys shall be held in trust and shall be applied, used and withdrawn only for the purposes set forth in this Section

(b) Bond Payment Fund. Not later than three Business Days preceding each Series 2024 Installment Payment Date, the City shall, from remaining moneys in the Revenue Fund, transfer to the Trustee for deposit in the Bond Payment Fund an amount that is equal to the interest and principal payable and coming due on the 2024 Bonds on the next succeeding Interest Payment Date. The City shall also, from the moneys in the Revenue Fund, transfer to the applicable trustee for deposit in the applicable payment fund, without preference or priority, and in the event of any insufficiency of such moneys ratably without any discrimination or preference, any other Debt Service or payments in accordance with the provisions of the applicable Parity Bonds Instrument.

Any moneys which are on deposit in the Bond Payment Fund on each Series 2024 Installment Payment Date (other than amounts that are required for the payment of past due principal or interest with respect to any 2024 Bonds not presented for payment) shall be credited to the payment of the Series 2024 Installment Payments due and payable on such date. No deposit need be made in the Bond Payment Fund as Series 2024 Installment Payments if the amount in the Bond Payment Fund is at least equal to the amount of the Series 2024 Installment Payment that is due and payable on the next succeeding Series 2024 Installment Payment Date.

(c) Reserve Funds. On or before each Series 2024 Installment Payment Date, the City shall, from remaining moneys in the Revenue Fund, thereafter, without preference or priority, and in the event of any insufficiency of such moneys ratably without any discrimination or preference, transfer to the applicable trustee for deposit to reserve funds or accounts established for Parity Bonds an amount that is equal to the amount required to be deposited therein.

(d) Subordinate Bonds. After making the payments, allocations or transfers provided for in subsections (a) through (c) above, the City shall, from the remaining moneys in the Revenue Fund, thereafter, without preference or priority and in the event of any insufficiency of such moneys ratably

without any discrimination or preference, transfer to the applicable trustee for deposit in the respective payment fund, without preference or priority, and in the event of any insufficiency of such moneys ratably without any discrimination or preference, any debt service on Subordinate Bonds.

(e) Surplus. As long as all of the foregoing payments, allocations and transfers are made at the times and in the manner set forth above in subsections (a) through (d), any moneys remaining in the Revenue Fund may at any time be treated as surplus and applied by the City for any lawful purpose, including but not limited to transfers to the Rate Stabilization Fund.

Section 5.03. Issuance of Parity Bonds. In addition to the Series 2024 Installment Payments, the City may, by Parity Bonds Instrument, issue Parity Bonds, to provide financing for the Water System, in such principal amount as shall be determined by the City. The City may issue or incur any such Parity Bonds subject to the following specific conditions, which are hereby made conditions precedent to the issuance and delivery of such Parity Bonds:

(a) The City shall be in compliance with all covenants set forth in this Installment Purchase Agreement

(b) The Net Revenues of the Water System, calculated on sound accounting principles, as shown by the books of the City for the latest Fiscal Year or designated twelve-month period, plus, at the option of the City, any or all of the items hereinafter in this paragraph designated (i) and (ii), shall at least equal one hundred twenty-five percent (125%) of Debt Service with respect to the Series 2024 Installment Payments plus the Debt Service which would have accrued had the Parity Bonds been executed at the beginning of such Fiscal Year or designated twelve (12) month period. The items any or all of which may be added to such Net Revenues for the purpose of issuing or incurring Parity Bonds hereunder are the following:

(1) Based on the report of an Independent Consultant, an allowance for Net Revenues from any additions to or improvements or extensions of the Water System to be made with the proceeds of such Parity Bonds, and also for Net Revenues from any such additions, improvements or extensions which have been made from moneys from any source but in any case which, during all or any part of such Fiscal Year, were not in service, all in an amount equal to ninety percent (90%) of the estimated additional average annual Net Revenues to be derived from such additions, improvements and extensions for the first thirty-six (36) month period in which each addition, improvement or extension is respectively to be in operation; and

(2) Based on the report of an Independent Consultant, an allowance for earnings arising from any increase in the Charges which has become effective prior to the incurring of such additional indebtedness but which, during all or any part of such Fiscal Year, was not in effect, in an amount equal to the amount by which the Net Revenues would have been increased if such increase in Charges had been in effect during the whole of such Fiscal Year.

(c) The Parity Bonds Instrument providing for the issuance of such Parity Bonds under this Section 5.03 shall provide that:

(1) The proceeds of such Parity Bonds shall be applied to the acquisition, construction, improvement, financing or refinancing of additional facilities, improvements or extensions of existing facilities within the Water System, or otherwise for facilities, improvements or property which the City determines are of benefit to the Water System, or for the purpose of

refunding any Series 2024 Installment Payments or Parity Bonds in whole or in part, including all costs (including costs of issuing such Parity Bonds and including capitalized interest on such Parity Bonds during any period which the City deems necessary or advisable) relating thereto;

(2) Interest on such Parity Bonds shall be payable on a Series 2024 Installment Payment Date unless such Parity Bonds are owed to an agency of the State of California, in which case they may be payable on any date;

(3) The principal of such Parity Bonds shall be payable on August 1 in any year in which principal is payable unless such Parity Bonds are owed to an agency of the State of California, in which case they may be payable on any date; and

(4) Money or a surety bond may be, but shall not be required to be, deposited in a reserve account for such Parity Bonds from the proceeds of the sale of such Parity Bonds or otherwise in such amount as may be determined by the City.

Section 5.04. Subordinate Bonds. Nothing in this Installment Purchase Agreement shall prohibit or impair the authority of the City to issue bonds or other obligations secured by a lien on Gross Revenues or Net Revenues which is subordinate to the lien established hereunder, upon such terms and in such principal amounts as the City may determine.

Section 5.05. Investments. All moneys which are held by the City in the Revenue Fund and the Rate Stabilization Fund shall be invested in Permitted Investments, and the investment earnings thereon shall remain on deposit in such fund, except as otherwise provided herein.

Section 5.06. Rate Stabilization Fund. There is hereby established with the City a fund to be known as the "Rate Stabilization Fund." The City hereby agrees and covenants to maintain, so long as any 2024 Bonds remain outstanding, the Rate Stabilization Fund. There is $0 on deposit in the Rate Stabilization Fund as of the date of the initial issuance of the 2024 Bonds. The City may deposit amounts therein from time to time in its sole discretion.

Amounts in the Rate Stabilization Fund shall be disbursed, allocated and applied by the City solely to the uses and purposes hereinafter described in this Installment Purchase Agreement, and shall be accounted for separately and apart from all other accounts, funds, money or other resources of the City.

The Rate Stabilization Fund and all amounts on deposit therein are hereby irrevocably pledged to the payment of the Series 2024 Installment Payments and Parity Bonds as provided herein; provided that amounts on deposit in the Rate Stabilization Fund may be apportioned for such purposes as are expressly permitted herein. This pledge shall constitute a first lien on amounts on deposit in the Rate Stabilization Fund for the payment of Series 2024 Installment Payments and Parity Bonds in accordance with the terms hereof.

The City may withdraw all or any portion of the amounts on deposit in the Rate Stabilization Fund from time to time and transfer such amounts to the Revenue Fund for application in accordance with Section 5.02 hereof. Amounts transferred from the Rate Stabilization Fund to the Revenue Fund pursuant to this Section during or within 270 days after the end of a Fiscal Year may be taken into account as Gross Revenues for purposes of the calculations in Sections 5.03 and 6.14 in such Fiscal Year to the extent provided in the definition of "Gross Revenues" in Section 1.01.

ARTICLE VI

COVENANTS OF THE CITY

Section 6.01. Compliance with Installment Purchase Agreement and Ancillary Agreements. The City will punctually pay the Series 2024 Installment Payments in strict conformity with the terms hereof, and will faithfully observe and perform all of the agreements, conditions, covenants and terms contained herein which are required to be observed and performed by it, and will not terminate the Installment Purchase Agreement for any cause including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the 2024 Project, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State of California or any political subdivision of either or any failure of the Authority to observe or perform any agreement, condition, covenant or term which is contained herein and required to be observed and performed by it, whether express or implied, or any duty, liability or obligation arising out of or connected herewith or the insolvency, or deemed insolvency, or bankruptcy or liquidation of the Authority or any force majeure, including acts of God, tempest, storm, earthquake, war, rebellion, riot, civil disorder, acts of public enemies, blockade or embargo, strikes, industrial disputes, lock outs, lack of transportation facilities, fire, explosion or acts or regulations of governmental authorities.

The City will faithfully observe and perform all of the agreements, conditions, covenants and terms which are required to be observed and performed by it pursuant to all outstanding Parity Bonds as such may from time to time be executed or issued, as the case may be.

Section 6.02. Against Encumbrances. The City will not make any pledge of or place any lien on Net Revenues or moneys in the Rate Stabilization Fund except as provided herein.

Section 6.03. Against Sale or Other Disposition of Property. The City will not sell, lease, transfer, encumber or otherwise dispose of the Water System or any material portion thereof or enter into any agreement or lease which impairs the operation of the Water System or any part thereof which is necessary to secure adequate Net Revenues for the payment of the Series 2024 Installment Payments, or which would otherwise impair the rights of the Authority hereunder or the operation of the Water System. Any real or personal property which has become nonoperative or which is not needed for the efficient and proper operation of the Water System, or any material or equipment which has become worn out, may be sold if such sale will not impair the ability of the City to pay the Series 2024 Installment Payments and if the proceeds of such sale are deposited in the Revenue Fund.

Nothing herein shall restrict the ability of the City to sell any portion of the Water System if such portion is immediately repurchased by the City and if such arrangement cannot by its terms result in the purchaser of such portion of the Water System exercising any remedy which would deprive the City of or otherwise interfere with its right to own and operate such portion of the Water System.

Section 6.04. Against Competitive Facilities. The City will not, to the extent permitted by law, acquire, construct, maintain or operate and will not, to the extent permitted by law and within the scope of its powers, permit any other public or private agency, corporation, district or political subdivision or any person whomsoever to acquire, construct, maintain or operate within the City any water system competitive with the Water System.

Section 6.05. Tax Covenants. Notwithstanding any other provision of the Installment Purchase Agreement, absent an opinion of Bond Counsel that the exclusion from gross income of the interest on the 2024 Bonds will not be adversely affected for federal income tax purposes, the City covenants to comply with all applicable requirements of the Code which are necessary to preserve such exclusion from gross income with respect to the 2024 Bonds and specifically covenants, without limiting the generality of the foregoing, as follows:

(a) Private Activity. The City will take no action and refrain from taking any action, and the City will make no use of the proceeds of the 2024 Bonds or of any other moneys or property, which would cause the 2024 Bonds to be "private activity bonds" within the meaning of Section 141 of the Code;

(b) Arbitrage. The City will make no use of the proceeds of the 2024 Bonds or of any other amounts or property, regardless of the source, and the City will not take any action or refrain from taking any action, which will cause the 2024 Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code;

(c) Federal Guarantee. The City will make no use of the proceeds of the 2024 Bonds, and the City will not take or omit to take any action, that would cause the 2024 Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code;

(d) Information Reporting. The City will take or cause to be taken all necessary action to comply with the informational reporting requirement of Section 149(e) of the Code which is necessary to preserve the exclusion of interest on the 2024 Bonds pursuant to Section 103(a) of the Code;

(e) Hedge Bonds. The City will make no use of the proceeds of the 2024 Bonds or any other amounts or property, regardless of the source, and the City will not take any action and refrain from taking any action, that would cause the 2024 Bonds to be considered "hedge bonds" within the meaning of Section 149(g) of the Code unless the City takes all necessary action to assure compliance with the requirements of Section 149(g) of the Code to maintain the exclusion from gross income of interest on the 2024 Bonds for federal income tax purposes; and

(f) Miscellaneous. The City will not take any action or refrain from taking any action which is inconsistent with its expectations stated in the Tax Certificate executed by the City in connection with the issuance of the 2024 Bonds and will comply with the covenants and requirements that are stated therein and incorporated by reference herein.

This section and the covenants that are set forth herein shall not be applicable to, and nothing that is contained herein shall be deemed to prevent the City from causing the Authority to issue revenue bonds or issuing bonds or executing and delivering contracts that are payable on a parity with the 2024 Bonds, the interest with respect to which has been determined to be subject to federal income taxation.

Section 6.06. [Reserved].

Section 6.07. Maintenance and Operation of the Water System. The City will maintain and preserve the Water System in good repair and working order at all times, operate the Water System

in an efficient and economical manner and pay all Maintenance and Operation Costs as they become due and payable.

Section 6.08. Payment of Claims. The City will pay and discharge any and all lawful claims for labor, materials or supplies which, if unpaid, might become a lien on the Net Revenues or the funds or accounts created hereunder or under the Indenture or on any funds in the hands of the City which are pledged to pay the Series 2024 Installment Payments or the Series 2024 Bonds, or which might impair the security of the Series 2024 Installment Payments.

Section 6.09. Compliance with Contracts. The City will comply with, keep, observe and perform all agreements, conditions, covenants and terms, express or implied, which are required to be performed by it contained in all contracts for the use of the Water System and all other contracts affecting or involving the Water System, to the extent that the City is a party thereto.

Section 6.10. Insurance.

(a) The City will procure and maintain or cause to be procured and maintained insurance on the Water System, excluding coverage for earthquake damage or destruction, with responsible insurers in such amounts and against such risks (including accident to or destruction of the Water System) as are usually covered in connection with facilities that are similar to the Water System, so long as such insurance is available at reasonable rates.

In the event of any damage to or destruction of the Water System caused by the perils covered by such insurance, the Net Proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the Water System. The City shall begin such reconstruction, repair or replacement promptly after such damage or destruction shall occur, and shall continue and properly complete such reconstruction, repair or replacement as expeditiously as possible, and shall pay out of such Net Proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the Water System shall be free and clear of all claims and liens. The City covenants to reconstruct, repair or replace the damaged or destroyed portions of the Water System promptly if a failure to reconstruct, repair or replace such portions would impair or adversely affect the ability of the City to pay the Series 2024 Installment Payments.

(b) The City will procure and maintain such other insurance which it shall deem advisable or necessary to protect its interests and the interests of the Authority, which insurance shall afford protection in such amounts and against such risks as are usually covered in connection with municipal water systems similar to the Water System.

(c) Any insurance that is required to be maintained by paragraph (a) above and, if the City determines to procure and maintain insurance pursuant to paragraph (b) above, such insurance, may be maintained under a self-insurance program so long as such self-insurance is maintained in the amounts and manner usually maintained in connection with water systems similar to the Water System, and is, in the opinion of an accredited actuary, actuarially sound.

All policies of insurance which are required to be maintained herein shall provide that the Authority or its assignee shall be given thirty (30) days' written notice of any intended cancellation thereof or reduction of coverage provided thereby.

Annually on or before September 1 in each year, the Authority shall provide the Trustee with a Certificate stating that the City is in full compliance with the provisions of this section. The Trustee is entitled to rely on any such Certificate as to the City's compliance with these provisions, and the Trustee has no further duties in that regard.

Section 6.11. Accounting Records; Financial Statements and Other Reports.

(a) The City will keep appropriate accounting records in which complete and correct entries shall be made of all transactions relating to the Water System, which records shall be available for inspection by the Authority and the Trustee at reasonable hours and under reasonable conditions.

(b) The City will prepare and file with the Authority or its assignee, annually within two hundred ten (210) days after the close of each Fiscal Year (commencing with the Fiscal Year ended June 30, 2024) financial statements of the City for the preceding Fiscal Year prepared in accordance with generally accepted accounting principles, together with an Accountant's Report thereon. The Trustee shall have no obligation to review any such financial statements.

Section 6.12. Protection of Security and Rights of the Authority. The City will preserve and protect the security hereof and the rights of the Authority to the Series 2024 Installment Payments hereunder and will warrant and defend such rights against all claims and demands of all persons.

Section 6.13. Payment of Taxes and Compliance with Governmental Regulations. The City will pay and discharge all taxes, assessments and other governmental charges which may hereafter be lawfully imposed upon the Water System or any part thereof, or upon the Net Revenues when the same shall become due. The City will duly observe and conform with all valid regulations and requirements of any governmental authority relative to the operation of the Water System, or any part thereof, but the City shall not be required to comply with any regulations or requirements so long as the validity or application thereof shall be contested in good faith.

Section 6.14. Amount of Rates and Charges.

(a) The City shall, to the fullest extent permitted by law, fix, prescribe, revise and collect Charges for the Water System during each Fiscal Year which are reasonably expected, at the commencement of each Fiscal Year, to be at least sufficient, after making allowances for contingencies and error in the estimates, to pay the following amounts in the following order:

(1) all Maintenance and Operation Costs of the Water System estimated by the City to become due and payable in such Fiscal Year;

(2) the Debt Service on the Series 2024 Installment Payments and any Parity Bonds;

(3) all other payments required for compliance with this Installment Purchase Agreement and the Parity Bonds Instruments pursuant to which any Parity Bonds relating to the Water System shall have been issued; and

(4) all payments required to meet any other obligations of the City which are charges, liens, encumbrances upon or payable from the Gross Revenues of the Water System or the Net Revenues of the Water System.

(b) In addition, the City shall fix, prescribe, revise and collect Charges for the Water System during each Fiscal Year which are sufficient to yield Net Revenues of the Water System at least equal to one hundred percent (100%) of the amounts payable under the preceding clause (a)(2) in such Fiscal Year for the Series 2024 Installment Payments and Parity Bonds which have a lien on such Net Revenues.

(c) In addition, the City shall fix, prescribe, revise and collect Charges for the Water System (inclusive of all Gross Revenues) during each Fiscal Year which are sufficient to yield Net Revenues of the Water System at least equal to one hundred twenty-five percent (125%) of the amounts payable under the preceding clause (a)(2) in such Fiscal Year for the Series 2024 Installment Payments and Parity Bonds which have a lien on such Net Revenues.

Section 6.15. Collection of Rates and Charges. The City will have in effect at all times bylaws, rules and regulations requiring each customer to pay the Charges applicable to the water service from the Water System to such customer's land and providing for the billing thereof and for a due date and a delinquency date for each bill. In each case where such bill remains unpaid in whole or in part after it becomes delinquent, the City may discontinue such service from the Water System, and such service shall not thereafter be recommenced except in accordance with City bylaws or rules, regulations and the laws of the State of California governing such situations of delinquency.

Section 6.16. Eminent Domain Proceeds. If all or any part of the Water System shall be taken by eminent domain proceedings, the Net Proceeds thereof shall be applied either to additions, betterments, extensions or improvements to the Water System or, if the City elects not to apply such Net Proceeds to such capital items or if such Net Proceeds are not fully expended for such purposes, such Net Proceeds which are not required by the City for such purposes will be deposited in the Revenue Fund.

Section 6.17. Further Assurances. The City will adopt, deliver, execute and make any and all further assurances, instruments and resolutions as may be reasonably necessary or proper to carry out the intention or to facilitate the performance hereof and for the better assuring and confirming unto the Authority of the rights and benefits provided to it herein.

Section 6.18. Enforcement of Contracts. So long as any of the 2024 Bonds are outstanding, the City will not voluntarily consent to or permit any rescission of, nor will it consent to any amendment to or otherwise take any action under or in connection with any contracts previously or hereafter entered into if such rescission or amendment would in any manner impair or adversely affect the ability of the City to pay principal of and interest on the 2024 Bonds.

Section 6.19. Continued Existence of Authority. The City and the Authority will take or cause to be taken all actions reasonably necessary to continue the Authority's existence until such time as the 2024 Bonds are no longer Outstanding under the Indenture, including but not limited to the addition of one or more new members to the Authority and execution of the JPA Agreement pursuant to which the Authority was created by such new members.

ARTICLE VII

PREPAYMENT OF SERIES 2024 INSTALLMENT PAYMENTS

Section 7.01. Prepayment.

(a) The City may prepay the Series 2024 Installment Payments as a whole, or in part, on the Business Day prior to _____ 1, 20__ or any date thereafter in the order of payment date as directed by the City, at a prepayment price equal to the principal amount of the Series 2024 Installment Payments to be prepaid, together with accrued interest thereon to the date of prepayment, without premium.

(b) Notwithstanding any such prepayment, the City shall not be relieved of its obligations hereunder, including its obligations under Article IV, until the Purchase Price shall have been fully paid (or provision for payment thereof shall have been provided to the written satisfaction of the Authority).

Section 7.02. Method of Prepayment. Before making any prepayment pursuant to Section 7.01, the City shall, within five (5) days following the event permitting the exercise of such right to prepay or creating such obligation to prepay, give written notice to the Authority and the Trustee describing such event and specifying the date on which the prepayment will be paid, which date shall be not less than sixty (60) (or such shorter number of days as is acceptable to the Trustee) days from the date that such notice is given.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES OF THE AUTHORITY

Section 8.01. Events of Default and Acceleration of Maturities. If one or more of the following Events of Default shall happen:

(a) if default shall be made by the City in the due and punctual payment of any Series 2024 Installment Payment or any Parity Bonds when and as the same shall become due and payable;

(b) if default shall be made by the City in the performance of any of the agreements or covenants which are required herein to be performed by it, and such default shall have continued for a period of thirty (30) days after the City shall have been given notice in writing of such default by the Authority; provided, however, that if in the reasonable opinion of the City the default stated in the notice can be corrected, but not within such thirty (30) day period, and corrective action is instituted by the City within such thirty (30) day period and diligently pursued in good faith until the default is corrected, such default shall not be an Event of Default hereunder;

(c) if the City shall file a petition or answer seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if a court of competent jurisdiction shall approve a petition filed with or without the consent of the City seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if under the provisions of any other law for the relief or aid of debtors any court of competent jurisdiction shall assume custody or control of the City or of the whole or any substantial part of its property; or

(d) if payment of the principal of any Parity Bond is accelerated in accordance with its terms;

then and in each and every such case during the continuance of an Event of Default, the Authority shall, by notice in writing to the City, declare the entire principal amount of the unpaid Series 2024 Installment Payments and the accrued interest thereon to be due and payable immediately, and upon any such declaration the same shall become immediately due and payable, anything contained herein to the contrary notwithstanding.

This section, however, is subject to the condition that if at any time after the entire principal amount of the unpaid Series 2024 Installment Payments and the accrued interest thereon shall have been so declared due and payable, but before any judgment or decree for the payment of the moneys due shall have been obtained or entered, the City shall deposit with the Authority an amount that is sufficient to pay the unpaid principal amount of the Series 2024 Installment Payments or the unpaid payment of any other Parity Bond referred to in clause (a) above due prior to such declaration and the accrued interest thereon, with interest on such overdue installments, at the rate or rates applicable to the remaining unpaid principal balance of the Series 2024 Installment Payments or such Parity Bond if paid in accordance with their terms, and the reasonable expenses of the Authority, and any and all other defaults known to the Authority (other than in the payment of the entire principal amount of the unpaid Series 2024 Installment Payments and the accrued interest thereon due and payable solely by reason of such declaration) shall have been made good or cured to the satisfaction of the Authority or provision deemed by the Authority to be adequate shall have been made therefor, then and in every such case the Authority, by written notice to the City, may rescind and annul such declaration and its consequences; but no such rescission and annulment shall extend to or affect any subsequent default or impair or exhaust any right or power consequent thereon.

Section 8.02. Application of Funds Upon Acceleration. Upon the date of the declaration of acceleration as provided in Section 8.01, all Net Revenues thereafter received by the City shall be applied in the following order:

First, to the payment, without preference or priority, and in the event of any insufficiency of such Net Revenues ratably without any discrimination or preference, of the fees, costs and expenses of the Trustee and its assigns and thereafter to the Authority, as the case may be, in carrying out the provisions of this article, including reasonable compensation to their respective accountants and counsel;

Second, to the payment of Maintenance and Operation costs; and

Third, to the payment, on a pro rata basis, of the entire principal amount of the unpaid Series 2024 Installment Payments and the unpaid principal amount of all Parity Bonds and the accrued interest thereon, with interest on the overdue installments at the rate or rates of interest applicable to the Series 2024 Installment Payments and such Parity Bonds if paid in accordance with their respective terms.

Section 8.03. Other Remedies of the Authority. The Authority shall have the right:

(a) by mandamus or other action or proceeding or suit at law or in equity to enforce its rights against the City or any director, officer or employee thereof, and to compel the City or any such director, officer or employee to perform and carry out its or his or her duties under the laws of

the State of California and the agreements and covenants required to be performed by it or him or her contained herein;

(b) by suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Authority; or

(c) by suit in equity upon the happening of an Event of Default to require the City and its directors, officers and employees to account as the trustee of an express trust.

Notwithstanding anything contained herein, the Authority shall have no security interest in or mortgage on the 2024 Project, the Water System or other assets of the City and no default hereunder shall result in the loss of the 2024 Project, the Water System or other assets of the City.

Section 8.04. Non-Waiver. Nothing in this article or in any other provision hereof shall affect or impair the obligation of the City, which is absolute and unconditional, to pay the Series 2024 Installment Payments to the Authority at the respective due dates or upon prepayment from the Net Revenues, the Rate Stabilization Fund and the other funds herein pledged for such payment, or shall affect or impair the right of the Authority, which is also absolute and unconditional, to institute suit to enforce such payment by virtue of the contract embodied herein.

A waiver of any default or breach of duty or contract by the Authority shall not affect any subsequent default or breach of duty or contract or impair any rights or remedies on any such subsequent default or breach of duty or contract. No delay or omission by the Authority to exercise any right or remedy accruing upon any default or breach of duty or contract shall impair any such right or remedy or be construed to be a waiver of any such default or breach of duty or contract or an acquiescence therein, and every right or remedy that is conferred upon the Authority by the laws of the State of California or by this article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Authority.

If any action, proceeding or suit to enforce any right or exercise any remedy is abandoned or determined adversely to the Authority, the City and the Authority shall be restored to their former positions, rights and remedies as if such action, proceeding or suit had not been brought or taken.

Section 8.05. Remedies Not Exclusive. No remedy that is conferred upon or reserved to the Authority herein is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise and may be exercised without exhausting and without regard to any other remedy conferred by the laws of the State of California or any other law.

ARTICLE IX

DISCHARGE OF OBLIGATIONS

Section 9.01. Discharge of Obligations. When:

(a) all or any portion of the Series 2024 Installment Payments shall have become due and payable in accordance herewith or a written notice of the City to prepay all or any portion of the Series 2024 Installment Payments shall have been filed with the Trustee; and

(b) there shall have been deposited with the Trustee at or prior to the Series 2024 Installment Payment Date or dates specified for prepayment, in trust for the benefit of the Authority or its assigns and irrevocably appropriated and set aside to the payment of all or any portion of the Series 2024 Installment Payments, sufficient moneys or a combination of sufficient cash and non-callable Permitted Investments that are described in clause (A) of the definition thereof, the principal of and interest on which Permitted Investments when due will provide (together with any cash) money that is sufficient in the opinion of an Independent Certified Public Accountant to pay all principal, prepayment premium, if any, and interest of such Series 2024 Installment Payments to their respective Series 2024 Installment Payment Dates, as the case may be; and

(c) provision shall have been made for paying all fees and expenses of the Trustee, then and in that event, the right, title and interest of the Authority herein and the obligations of the City hereunder shall, with respect to all or such portion of the Series 2024 Installment Payments as have been so provided for, thereupon cease, terminate, become void and be completely discharged and satisfied (except for the right of the Trustee and the obligation of the City to have such moneys and such Permitted Investments applied to the payment of such Series 2024 Installment Payments).

In such event, upon request of the City, the Trustee shall cause an accounting for such period or periods as may be requested by the City to be prepared and filed with the City and shall execute and deliver to the City all such instruments as may be necessary or desirable to evidence such total or partial discharge and satisfaction, as the case may be, and, in the event of a total discharge and satisfaction, the Trustee shall pay over to the City, after payment of all amounts due the Trustee pursuant to the Indenture, as an overpayment of Series 2024 Installment Payments, all such moneys or such Permitted Investments held by it pursuant hereto, other than such moneys and such Permitted Investments as are required for the payment or prepayment of the Series 2024 Installment Payments, which moneys and Permitted Investments shall continue to be held by the Trustee in trust for the payment of the Series 2024 Installment Payments and shall be applied by the Trustee to the payment of the Series 2024 Installment Payments of the City.

ARTICLE X

MISCELLANEOUS

Section 10.01. Liability Limited. Notwithstanding anything contained herein, the City shall not be required to advance any moneys derived from any source of income other than the Net Revenues (except to the extent any such covenants are expressly payable hereunder from the Gross Revenues), the Rate Stabiliation Fund and the other funds provided herein for the payment of amounts due hereunder or for the performance of any agreements or covenants that are required to be performed by it contained herein. The City may, however, advance moneys for any such purpose so long as such moneys are derived from a source legally available for such purpose and may be legally used by the City for such purpose.

The obligation of the City to make the Series 2024 Installment Payments is a special obligation of the City payable from the Net Revenues and does not constitute a debt of the City or of the State of California or of any political subdivision thereof in contravention of any constitutional or statutory debt limitation or restriction.

Section 10.02. Benefits of Installment Purchase Agreement Limited to Parties. Nothing contained herein, expressed or implied, is intended to give to any person other than the City and the

Authority any right, remedy or claim under or pursuant hereto, and any agreement or covenant that is required herein to be performed by or on behalf of the City or the Authority shall be for the sole and exclusive benefit of the other party.

Section 10.03. Successor Is Deemed Included in all References to Predecessor. Whenever either the City or the Authority is named or referred to herein, such reference shall be deemed to include the successor to the powers, duties and functions that are presently vested in the City or the Authority, and all agreements and covenants which are required hereby to be performed by or on behalf of the City or the Authority shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

Section 10.04. Waiver of Personal Liability. No member, officer or employee of the City shall be individually or personally liable for the payment of the Series 2024 Installment Payments, but nothing contained herein shall relieve any member, officer or employee of the City from the performance of any official duty provided by any applicable provisions of law or hereby.

Section 10.05. Article and Section Headings, Gender and References. The headings or titles of the several articles and sections hereof and the table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof, and words of any gender shall be deemed and construed to include all genders. All references herein to "Articles," "Sections" and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof and the words "hereby," "herein," "hereof," "hereto," "herewith" and other words of similar import refer to the Installment Purchase Agreement as a whole and not to any particular article, section, subdivision or clause hereof.

Section 10.06. Partial Invalidity. If any one or more of the agreements or covenants or portions thereof required hereby to be performed by or on the part of the City or the Authority shall be contrary to law, then such agreement or agreements, such covenant or covenants or such portions thereof shall be null and void and shall be deemed separable from the remaining agreements and covenants or portions thereof and shall in no way affect the validity hereof. The City and the Authority hereby declare that they would have executed the Installment Purchase Agreement, and each and every other article, section, paragraph, subdivision, sentence, clause and phrase hereof irrespective of the fact that any one or more articles, sections, paragraphs, subdivisions, sentences, clauses or phrases hereof or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

Section 10.07. Assignment. The Installment Purchase Agreement and any rights hereunder may be assigned by the Authority, as a whole or in part, without the necessity of obtaining the prior consent of the City. In addition to the rights and remedies assigned by the Authority to the Trustee, to the extent that the Indenture and the Installment Purchase Agreement confer upon or give or grant to the Trustee any right, remedy or claim under or by reason of the Indenture or the Installment Purchase Agreement, the Trustee is hereby explicitly recognized as being a third party beneficiary hereunder and may enforce any such right, remedy or claim conferred given or granted.

Section 10.08. Net Contract. The Installment Purchase Agreement shall be deemed and construed to be a net contract, and the City shall pay absolutely net during the term hereof the Series 2024 Installment Payments and all other payments required hereunder, free of any deductions and without abatement, diminution or set-off whatsoever.

Section 10.09. California Law. THE INSTALLMENT PURCHASE AGREEMENT SHALL BE CONSTRUED AND GOVERNED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

Section 10.10. Notices. All written notices to be given hereunder shall be given by mail to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other party in writing from time to time, namely:

If to the City:	City of Ontario 303 East B Street Ontario, California 91764 Attention: City Manager
If to the Authority:	Ontario Public Financing Authority c/o City of Ontario 303 East B Street Ontario, California 91764 Attention: Executive Director
If to the Trustee:	Zions Bancorporation, National Association 550 South Hope Street, Suite 2875 Los Angeles, California 90071 Attention: Corporate Trust Reference: Ontario 2024 Water Revenue Bonds

Section 10.11. Effective Date. The Installment Purchase Agreement shall become effective upon its execution and delivery, and shall terminate when the Purchase Price shall have been fully paid (or provision for the payment thereof shall have been made to the written satisfaction of the Authority).

Section 10.12. Execution in Counterparts. The Installment Purchase Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 10.13. Indemnification of Authority. The City hereby agrees to indemnify and hold harmless the Authority and its assigns and its officers and directors if and to the extent permitted by law, from and against all claims, advances, damages and losses, including legal fees and expenses, arising out of or in connection with the acceptance or the performance of its duties hereunder and under the Indenture; provided that no indemnification will be made for willful misconduct, negligence or breach of an obligation hereunder or under the Indenture by the Authority.

Section 10.14. Amendments Permitted.

(a) This Installment Purchase Agreement and the rights and obligations of the Authority and the City and of the Owners of the 2024 Bonds and of the Trustee may be modified or amended at any time by an amendment hereto which shall become binding upon the prior written consents of the Owners of a majority in aggregate principal amount of the 2024 Bonds then Outstanding, exclusive of 2024 Bonds disqualified as provided in Section 11.09 of the Indenture. No

such modification or amendment may: (1) extend the fixed maturity of any 2024 Bonds, or reduce the amount of principal thereof or premium (if any) thereon, or extend the time of payment, or change the rate of interest or the method of computing the rate of interest thereon, or extend the time of payment of interest thereon, without the consent of the Owner of each 2024 Bond so affected; or (2) reduce the aforesaid percentage of 2024 Bonds the consent of the Owners of which is required to affect any such modification or amendment, or permit the creation of any lien on the Net Revenues and other assets pledged under the Installment Purchase Agreement prior to or on a parity with the lien created by the Installment Purchase Agreement except as permitted herein, or deprive the Owners of the 2024 Bonds of the lien created by the Indenture on such Revenues and other assets except as permitted herein, without the consent of the Owners of all of the 2024 Bonds then Outstanding.

(b) This Installment Purchase Agreement and the rights and obligations of the Authority and the City and of the Owners of the 2024 Bonds may also be modified or amended at any time by an amendment hereto which shall become binding upon adoption, but only to the extent permitted by law and only for any one or more of the following purposes: (1) to add to the covenants and agreements of the City contained in the Installment Purchase Agreement other covenants and agreements thereafter to be observed, to pledge or assign additional security for the 2024 Bonds (or any portion thereof), or to surrender any right or power herein reserved to or conferred upon the City; (2) to make such provisions for the purpose of curing any ambiguity, inconsistency or omission, or of curing or correcting any defective provision, contained in the Installment Purchase Agreement, or in regard to matters or questions arising under the Installment Purchase Agreement, as the City may deem necessary or desirable; and (3) to modify, amend or supplement the Installment Purchase Agreement in such manner as to cause interest on the 2024 Bonds to remain excludable from gross income under the Code. No amendment without consent of the Owners may modify any of the rights or obligations of the Trustee without the written consent thereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have executed and attested this Installment Purchase Agreement by their officers thereunto duly authorized as of the day and year first written above.

CITY OF ONTARIO

By: _____
City Manager

ATTEST:

_____
City Clerk

ONTARIO PUBLIC FINANCING AUTHORITY

By: _____
Executive Director

ATTEST:

_____
Secretary

EXHIBIT A

DESCRIPTION OF THE 2024 PROJECT

Project Description	Estimated Costs
Facility Site Security Improvements	$ 5,000,000
Water System Planning (master plans)(urban water management plan) (cyber security planning)	1,000,000
AMI Antenna Tower (Phase II FY 24-25)	1,500,000
Onsite Chlorine Generators	6,000,000
Water Mains - Transit/Emporia/Palm/Laurel	1,000,000
Potable Well No. 53 Drilling	3,000,000
Wells Maintenance and Repairs	1,000,000
Ontario Ranch Phase 2B Water Mains	4,000,000
Water Main Improvements - Downtown	2,500,000
Citywide Water Main Improvements	20,000,000
Water Mains Edison/Bonview	2,500,000
CDA Booster Station Upgrade	2,500,000
TOTAL	$ 50,000,000

EXHIBIT B

PURCHASE PRICE

1. The principal amount of payments to be made by the City hereunder is $_____.

2. The Series 2024 Installment Payments of principal and interest are payable in the amounts and on the Series 2024 Installment Payment Dates as follows:

Series 2024 Installment Payment Date	***Amount Attributable to Principal***	***Amount Attributable to Interest***	***Total***

Series 2024 Installment Payment Date	*Amount Attributable to Principal*	*Amount Attributable to Interest*	*Total*

EXHIBIT C

FORM OF REQUISITION FROM ACQUISITION FUND

$_____
ONTARIO PUBLIC FINANCING AUTHORITY
WATER REVENUE BONDS, SERIES 2024A

REQUISITION NO. __ FOR
DISBURSEMENT FROM ACQUISITION FUND

The undersigned hereby states and certifies:

(i) that the undersigned is the duly appointed, qualified and acting City Manager of the City of Ontario, a municipal corporation that is organized and existing under the general laws of the State of California (the "**City**"), and as such, is familiar with the facts herein certified and is authorized to certify the same;

(ii) that, pursuant to Section 3.05 of that certain Installment Purchase Agreement, dated as of _____ 1, 2024, by and between the City and the Ontario Public Financing Authority, the undersigned hereby requests the Director of Finance of the City to disburse this date the following amounts from the Acquisition Fund established under the Indenture relating to the above-captioned obligations to the payees designated on the attached Exhibit A;

(iii) that each obligation mentioned herein has been incurred by the City and is a proper charge against the Acquisition Fund;

(iv) that any approval required under the California Environmental Quality Act, as amended (Division 13 of the California Public Resources Code), prior to the expenditure of such amount for the purpose set forth on the attached Exhibit A has been received and is final; and

(v) that there has not been filed with or served upon the City notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to any of the payees named on the attached Exhibit A, which has not been released or will not be released simultaneously with the payment of such obligation, other than materialmen's or mechanics' liens accruing by mere operation of law.

Dated: _____, 20__

CITY OF ONTARIO

By: _____
City Manager

EXHIBIT A

ACQUISITION FUND DISBURSEMENTS

Item Number	***Payee Name and Address***	***Purpose of Obligation***	***Amount***

EXHIBIT D

FORM OF SUBSTITUTION STATEMENT

Zions Bancorporation, National Association
550 South Hope Street, Suite 2875
Los Angeles, California 90071
Attention: Corporate Trust
Reference: Ontario 2024 Water Revenue Bonds

The undersigned _____ of the City of Ontario (the "**City**") hereby states pursuant to Section 3.02 of the Installment Purchase Agreement, dated as of _____ 1, 2024 (the "**IPA**"), by and between the City and the Ontario Public Financing Authority, that each component of the 2024 Project (as such term is defined in the IPA) described in the first column of Exhibit A attached hereto, with an estimated cost set forth in the second column of Exhibit A, will be replaced by the corresponding improvement described in the third column of Exhibit A with an estimated cost set forth in the fourth column of Exhibit A.

Dated: _____ __, 20__

_____

_____

EXHIBIT A

Components of 2024 Project to be Replaced	*Cost of Each Component of 2024 Project to be Replaced*	*Improvements to be Substituted*	*Cost of Each Improvement to be Substituted*

Rating: S&P: _____

NEW ISSUE – BOOK-ENTRY ONLY **See the caption "RATING"**

In the opinion of Stradling Yocca Carlson & Rauth LLP, Bond Counsel, under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described in this Official Statement, interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals. In the further opinion of Bond Counsel, interest on the Bonds is exempt from State of California personal income tax. See "TAX MATTERS" with respect to certain tax consequences relating to the Bonds, including with respect to the alternative minimum tax imposed on certain large corporations."

$_____*
ONTARIO PUBLIC FINANCING AUTHORITY
WATER REVENUE BONDS, SERIES 2024A

Dated: Date of Delivery **Due: August 1, as shown on inside front cover page**

The Bonds are being issued in fully registered form and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York. Individual purchases will be made in denominations of $5,000 and integral multiples thereof and will be in book-entry form only. Purchasers of the Bonds will not receive certificates representing their beneficial ownership in the Bonds but will receive credit balances on the books of their respective nominees. Interest on the Bonds is payable on February 1 and August 1 of each year, commencing _____ 1, 20__. Payment of the principal of and interest on the Bonds is to be made to Cede & Co., which is to disburse said payments to the Beneficial Owners of the Bonds through their nominees.

The Bonds are subject to optional and mandatory sinking fund redemption prior to maturity, all as more fully described herein.

The Bonds are being issued to provide funds: (i) to finance certain capital improvements to the City's municipal water system; and (ii) to pay costs incurred in connection with the issuance of the Bonds.

The Bonds are being issued pursuant to the Indenture of Trust, dated as of _____ 1, 2024, by and between the Ontario Public Financing Authority and Zions Bancorporation, National Association, as trustee. THE BONDS ARE A SPECIAL LIMITED OBLIGATION OF THE AUTHORITY PAYABLE SOLELY FROM AUTHORITY REVENUES, WHICH CONSIST OF SERIES 2024 INSTALLMENT PAYMENTS TO BE MADE BY THE CITY TO THE AUTHORITY PURSUANT TO THE INSTALLMENT PURCHASE AGREEMENT, DATED AS OF _____ 1, 2024, BY AND BETWEEN THE CITY AND THE AUTHORITY, AND FROM CERTAIN OTHER FUNDS AND ACCOUNTS HELD BY THE TRUSTEE PURSUANT TO THE INDENTURE. NEITHER THE FULL FAITH AND CREDIT NOR ANY OTHER REVENUES OR FUNDS OF THE AUTHORITY ARE PLEDGED TO OR AVAILABLE FOR THE PAYMENT OF DEBT SERVICE ON THE BONDS. THE OBLIGATION OF THE AUTHORITY TO MAKE PAYMENTS OF PRINCIPAL AND INTEREST ON THE BONDS DOES NOT CONSTITUTE AN OBLIGATION FOR WHICH THE AUTHORITY IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE AUTHORITY HAS LEVIED OR PLEDGED ANY FORM OF TAXATION. THE AUTHORITY HAS NO TAXING POWER.

No debt service reserve fund or account has been established under the Indenture or the Installment Purchase Agreement in connection with the issuance of the Bonds.

The obligation of the City to pay Series 2024 Installment Payments is payable from Net Revenues on a parity with the City's obligation to pay debt service on the City of Ontario Water Revenue Refunding Bonds, Series 2021 (Federally Taxable), which are currently outstanding in the aggregate principal amount of $62,625,000. The City may incur additional obligations payable from Net Revenues on a parity with the obligation to pay Series 2024 Installment Payments, subject to the terms and conditions of the Installment Purchase Agreement, as more fully described herein.

THE OBLIGATION OF THE CITY TO MAKE SERIES 2024 INSTALLMENT PAYMENTS PURSUANT TO THE INSTALLMENT PURCHASE AGREEMENT DOES NOT CONSTITUTE AN OBLIGATION FOR WHICH THE CITY IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE CITY HAS LEVIED OR PLEDGED ANY FORM OF TAXATION. THE OBLIGATION OF THE CITY TO MAKE THE SERIES 2024 INSTALLMENT PAYMENTS IS A SPECIAL LIMITED OBLIGATION OF THE CITY PAYABLE SOLELY FROM NET REVENUES OF THE CITY'S WATER SYSTEM AND DOES NOT CONSTITUTE A DEBT OF THE CITY OR OF THE STATE OF CALIFORNIA OR OF ANY POLITICAL SUBDIVISION THEREOF IN CONTRAVENTION OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION.

THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR REFERENCE ONLY. IT IS NOT A SUMMARY OF THIS ISSUE. INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.

MATURITY SCHEDULE
(See inside front cover page)

The Bonds are offered when, as and if issued and received by the Underwriter, subject to the approval of the valid, legal and binding nature of the Bonds by Stradling Yocca Carlson & Rauth LLP, Bond Counsel, and certain other conditions. Certain matters will be passed upon for the City and the Authority by the City Attorney, and by Stradling Yocca Carlson & Rauth LLP, as Disclosure Counsel, for the Underwriter by its counsel, Kutak Rock LLP, Irvine, California, and for the Trustee by its counsel. It is anticipated that the Bonds will be available for delivery through the facilities of The Depository Trust Company on or about _____, 2024.

RAMIREZ & CO., INC. Dated: _____, 2024

* *Preliminary, subject to change.*

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold, nor may offers to buy them be accepted, prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of, these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful.

**$_____*
ONTARIO PUBLIC FINANCING AUTHORITY
WATER REVENUE BONDS, SERIES 2024A**

MATURITY SCHEDULE

BASE CUSIP† _____

Maturity (August 1)	*Principal Amount*	*Interest Rate*	*Yield*	*Price*	*CUSIP†*

$_____ _____% Term Bond due August 1, 20__, Yield: _____%, Price: _____, CUSIP† _____

$_____ _____% Term Bond due August 1, 20__, Yield: _____%, Price: _____, CUSIP† _____

∗ Preliminary, subject to change.

† CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by FactSet Research Systems. Copyright© CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the Authority, the City, the Underwriter or their agents or counsel assume responsibility for the accuracy of such numbers.

CITY OF ONTARIO
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

CITY COUNCIL AND AUTHORITY BOARD OF DIRECTORS

Paul S. Leon, Mayor and Authority Chair
Debra Dorst-Porada, Mayor Pro Tem and Authority Vice Chair
Alan D. Wapner, Councilmember and Authority Board Member
Jim W. Bowman, Councilmember and Authority Board Member
Ruben Valencia, Councilmember and Authority Board Member

STAFF

Scott Ochoa, City Manager and Authority Executive Director
James R. Milhiser, City Treasurer
Sheila Mautz, City Clerk and Authority Secretary
Armen Harkalyan, Executive Director of Finance and Authority Treasurer
Doreen Nunes, Assistant Finance Director
Scott Burton, Utilities General Manager
Michael Sigsbee, Utilities Administration and Customer Service Assistant General Manager
Albert Gastelum, Utilities Engineering and Utilities Operations Assistant General Manager

SPECIAL SERVICES

City Attorney and Authority General Counsel

Best Best & Krieger LLP
Ontario, California

Bond and Disclosure Counsel

Stradling Yocca Carlson & Rauth LLP
Newport Beach, California

Municipal Advisor

Urban Futures, Inc
Walnut Creek, California

Trustee

Zions Bancorporation, National Association
Los Angeles, California

No dealer, broker, salesperson or other person has been authorized by the City or the Authority to give any information or to make any representations in connection with the offer or sale of the Bonds other than those contained herein and, if given or made, such other information or representations must not be relied upon as having been authorized by the City or the Authority. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

This Official Statement is not to be construed as a contract with the purchasers or Owners of the Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as representations of fact.

The Underwriter has provided the following sentence for inclusion in this Official Statement:

> The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

This Official Statement and the information that is contained herein are subject to completion or amendment without notice, and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City or the Authority or any other parties that are described herein since the date hereof. These securities may not be sold, nor may an offer to buy them be accepted, prior to the time that the Official Statement is delivered in final form. This Official Statement is being submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose, unless authorized in writing by the City. All summaries of documents and laws are made subject to the provisions thereof and do not purport to be complete statements of any or all such provisions.

Certain statements which are included or incorporated by reference in this Official Statement constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used, such as "plan," "expect," "estimate," "project," "budget," "intend" or similar words. Such forward-looking statements include, but are not limited to, certain statements contained under the captions "THE CITY," "THE WATER SYSTEM" AND "WATER SYSTEM FINANCIAL INFORMATION."

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE CITY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THE FORWARD-LOOKING STATEMENTS SET FORTH IN THIS OFFICIAL STATEMENT. IN EVALUATING SUCH STATEMENTS, POTENTIAL INVESTORS SHOULD SPECIFICALLY CONSIDER THE VARIOUS FACTORS WHICH COULD CAUSE ACTUAL EVENTS OR RESULTS TO DIFFER MATERIALLY FROM THOSE INDICATED BY SUCH FORWARD-LOOKING STATEMENTS.

IN CONNECTION WITH THE OFFERING OF THE BONDS, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITER MAY OFFER AND SELL THE BONDS TO CERTAIN DEALERS, DEALER BANKS, BANKS ACTING AS AGENT AND OTHERS AT PRICES LOWER THAN THE PUBLIC OFFERING PRICE STATED ON THE COVER PAGE HEREOF, AND SAID PUBLIC OFFERING PRICES MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITER.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON AN EXEMPTION CONTAINED IN SUCH ACT, AND HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE.

The City maintains a website; however, information presented on such website is not a part of this Official Statement and should not be relied upon in making an investment decision with respect to the Bonds.

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SUMMARY STATEMENT

This Summary Statement is subject in all respects to the more complete information contained in this Official Statement, and the offering of the Bonds to potential investors is made only by means of the entire Official Statement. Capitalized terms that are used and not otherwise defined in this Summary Statement have the meanings ascribed to them in this Official Statement.

Purpose. The Bonds are being issued to provide funds: (i) to finance certain capital improvements to the City's Water System, as described under the caption "THE 2024 PROJECT;" and (ii) to pay costs incurred in connection with the issuance of the Bonds. See the caption "ESTIMATED SOURCES AND USES OF FUNDS."

Security for the Bonds. The Bonds are a special limited obligation of the Authority payable solely from Authority Revenues, which consist of Series 2024 Installment Payments to be made by the City to the Authority pursuant to the Installment Purchase Agreement and amounts on deposit in certain funds and accounts established by the Indenture. Neither the full faith and credit nor any other revenues or funds of the Authority are pledged to or available for the payment of debt service on the Bonds. THE OBLIGATION OF THE AUTHORITY TO MAKE PAYMENTS OF PRINCIPAL AND INTEREST ON THE BONDS DOES NOT CONSTITUTE AN OBLIGATION FOR WHICH THE AUTHORITY IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE AUTHORITY HAS LEVIED OR PLEDGED ANY FORM OF TAXATION. THE AUTHORITY HAS NO TAXING POWER.

The obligation of the City to make Series 2024 Installment Payments is a special limited obligation of the City payable solely from Net Revenues of the City's Water System, which consist of Gross Revenues of the City's Water System remaining after payment of Maintenance and Operation Costs of the City's Water System. See the caption "SECURITY FOR THE BONDS."

The obligation of the City to make the Series 2024 Installment Payments under the Installment Purchase Agreement is absolute and unconditional, and until such time as all payments that are required thereunder have been paid in full (or provision for the payment thereof has been made as provided for in the Installment Purchase Agreement), the City will not discontinue or suspend any Series 2024 Installment Payments required to be made by it under the Installment Purchase Agreement when due, whether or not the Water System or any part thereof is operating or operable, or its use is suspended, interfered with, reduced or curtailed or terminated in whole or in part, and whether or not the 2024 Project has been completed, and such payments will not be subject to reduction whether by offset or otherwise and will not be conditional upon the performance or nonperformance by any party of any agreement for any cause whatsoever.

THE OBLIGATION OF THE CITY TO MAKE SERIES 2024 INSTALLMENT PAYMENTS PURSUANT TO THE INSTALLMENT PURCHASE AGREEMENT DOES NOT CONSTITUTE AN OBLIGATION FOR WHICH THE CITY IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE CITY HAS LEVIED OR PLEDGED ANY FORM OF TAXATION. THE OBLIGATION OF THE CITY TO MAKE THE SERIES 2024 INSTALLMENT PAYMENTS IS A SPECIAL LIMITED OBLIGATION OF THE CITY PAYABLE SOLELY FROM NET REVENUES AND DOES NOT CONSTITUTE A DEBT OF THE CITY OR OF THE STATE OF CALIFORNIA OR OF ANY POLITICAL SUBDIVISION THEREOF IN CONTRAVENTION OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION.

No Reserve Fund. No debt service reserve fund or account has been established under the Indenture or the Installment Purchase Agreement in connection with the issuance of the Bonds.

Rate Stabilization Fund. The City has agreed and covenanted to maintain, so long as any Bonds remain outstanding, a Rate Stabilization Fund. There is $_____ on deposit in the Rate Stabilization

Fund as of the date of the initial issuance of the Bonds. The City may deposit amounts therein from time to time in its sole discretion.

The Rate Stabilization Fund and all amounts on deposit therein have been irrevocably pledged to the payment of the Series 2024 Installment Payments and Parity Bonds as provided herein. The City may withdraw all or any portion of the amounts on deposit in the Rate Stabilization Fund from time to time and transfer such amounts to the Revenue Fund for application in accordance with the Installment Purchase Agreement. Amounts transferred from the Rate Stabilization Fund to the Revenue Fund during or within 270 days after the end of a Fiscal Year may be taken into account as Gross Revenues for purposes of the calculations under the additional debt test and the rate covenant under the Installment Purchase Agreement in such Fiscal Year to the extent provided in the definition of "Gross Revenues" in the Installment Purchase Agreement. See the caption "SECURITY FOR THE BONDS—Rate Stabilization Fund."

Rate Covenant. The City will, to the fullest extent permitted by law, fix, prescribe, revise and collect Charges for the Water System during each Fiscal Year which are reasonably expected, at the commencement of each Fiscal Year, to be at least sufficient, after making allowances for contingencies and error in the estimates, to pay the following amounts in the following order: (1) all Maintenance and Operation Costs of the Water System estimated by the City to become due and payable in such Fiscal Year; (2) the Debt Service on the Series 2024 Installment Payments and any Parity Bonds; (3) all other payments required for compliance with the Installment Purchase Agreement and the Parity Bonds Instruments pursuant to which any Parity Bonds relating to the Water System shall have been issued; and (4) all payments required to meet any other obligations of the City which are charges, liens, encumbrances upon or payable from the Gross Revenues of the Water System or the Net Revenues of the Water System.

In addition, the City will fix, prescribe, revise and collect Charges for the Water System during each Fiscal Year which are sufficient to yield Net Revenues of the Water System at least equal to 100% of the amounts payable under the preceding clause (2) in such Fiscal Year for the Series 2024 Installment Payments and Parity Bonds which have a lien on such Net Revenues.

In addition, the City will fix, prescribe, revise and collect Charges for the Water System (inclusive of all Gross Revenues) during each Fiscal Year which are sufficient to yield Net Revenues of the Water System at least equal to 125% of the amounts payable under the preceding clause (2) in such Fiscal Year for the Series 2024 Installment Payments and Parity Bonds which have a lien on such Net Revenues.

See the caption "SECURITY FOR THE BONDS—Rate Covenant."

Outstanding Parity Obligations. The obligation of the City to pay Series 2024 Installment Payments is payable from Net Revenues on a parity with the City's obligation to pay debt service on the City of Ontario Water Revenue Refunding Bonds, Series 2021 (Federally Taxable), which are currently outstanding in the aggregate principal amount of $62,625,000.

Additional Indebtedness. The Installment Purchase Agreement permits the City to issue Parity Bonds payable from Net Revenues on a parity with the Series 2024 Installment Payments provided that certain conditions are satisfied as described herein. Nothing in the Installment Purchase Agreement precludes the City from entering into obligations which are Maintenance and Operation Costs and, therefore, payable from Gross Revenues prior to the Series 2024 Installment Payments, or from issuing any bonds or executing any contracts the payments under which are payable from Net Revenues on a subordinate basis to the Series 2024 Installment Payments and any Parity Bonds. See the caption "SECURITY FOR THE BONDS—Additional Parity Bonds."

Redemption. The Bonds are subject to optional and mandatory sinking fund redemption prior to maturity. See the caption "THE BONDS—Redemption."

The City and the Water System. The City is located in southwestern San Bernardino County (the "**County**"), approximately 35 miles east of Los Angeles near the intersection of Interstates 10 and 15 in the area of southern California known as the "Inland Empire." The City is adjacent to the cities of Upland, Montclair, Chino and Rancho Cucamonga. The City had a population of approximately 181,224 as of January 1, 2024 and covers approximately 50 square miles. The City was incorporated in 1891 and is a general law city operating under a council/manager form of government. Land use in the City is primarily residential, with areas of commercial and industrial development. See the caption "—Land Use and Service Area."

The City provides a full range of services, including police and fire protection, construction and maintenance of streets, parks, water and sewer lines, traffic signals and other infrastructure, water, sewer and integrated waste services, recreation and community services and arts, cultural and social programs. The City also operates a municipal golf course, a convention center and a sports and entertainment arena (the Toyota Arena, which opened in 2008).

The City supplies potable water to approximately 34,145 single family and multi-family residential connections and potable and recycled water to approximately 4,288 commercial, industrial, irrigation and other connections.

The City's water sources include: (i) groundwater pumped from City-owned wells in the Chino Groundwater Basin (the "**Chino Basin**"); (ii) imported State Water Project ("**SWP**") water which the City purchases from the Water Facilities Authority ("**WFA**"); (iii) desalted groundwater which the City purchases from the Chino Basin Desalter Authority ("**CDA**"); (iv) groundwater and/or surface water which the City purchases from the San Antonio Water Company ("**SAWCO**"); and (v) recycled water which the City purchases from the Inland Empire Utilities Agency ("**IEUA**"). See the caption "THE WATER SYSTEM—Water Supply" for a detailed description of the City's various water sources.

The Water System includes 17 active groundwater wells and 5 inactive groundwater wells in the Chino Basin, 12 reservoirs with a total combined storage capacity of approximately 75 million gallons, 6 booster stations, 18 pressure regulating stations and approximately 618 miles of potable water pipelines varying in size from 2 inches to 42 inches, as well as approximately 56 miles of recycled water pipelines. The City maintains nine interconnections with neighboring water systems to ensure a stable water supply during emergencies or other disruptions to the Water System.

In addition to wellhead treatment facilities which the City operates at City-owned groundwater wells, the City owns treatment capacity in the WFA's Agua de Lejos Water Treatment Plant, which treats imported SWP water, and in CDA facilities, which treat local brackish groundwater, in each case along with other regional partners.

**$_____*
ONTARIO PUBLIC FINANCING AUTHORITY
WATER REVENUE BONDS, SERIES 2024A**

INTRODUCTION

This Official Statement, including the front cover page, the inside front cover page and the appendices, provides certain information concerning the sale and delivery of the Ontario Public Financing Authority Water Revenue Bonds, Series 2024A (the "**Bonds**"). Descriptions and summaries of various documents that are set forth in this Official Statement do not purport to be comprehensive or definitive, and reference is made to each document for complete details of all terms and conditions. All statements herein are qualified in their entirety by reference to each such document. Capitalized terms that are used and not otherwise defined in this Official Statement have the meanings ascribed thereto in Appendix B.

The Bonds are being issued to provide funds: (i) to finance certain capital improvements to the City's Water System, as described under the caption "THE 2024 Project;" and (ii) to pay costs incurred in connection with the issuance of the Bonds. See the caption "ESTIMATED SOURCES AND USES OF FUNDS."

The Bonds are being issued pursuant to an Indenture of Trust, dated as of _____ 1, 2024 (the "**Indenture**"), by and between the Ontario Public Financing Authority (the "**Authority**") and Zions Bancorporation, National Association, as trustee (the "**Trustee**"). The Bonds are limited obligations of the Authority payable solely from Authority Revenues, which consist of payments (the "**Series 2024 Installment Payments**") to be made by the City of Ontario (the "**City**") to the Authority pursuant to an Installment Purchase Agreement, dated as of _____ 1, 2024 (the "**Installment Purchase Agreement**"), by and between the City and the Authority, and amounts on deposit in certain funds and accounts established by the Indenture.

The obligation of the City to make Series 2024 Installment Payments is a special limited obligation of the City payable solely from Net Revenues of the City's Water System, which consist of Gross Revenues of the City's Water System remaining after payment of Maintenance and Operation Costs of the City's Water System. See the caption "SECURITY FOR THE BONDS." The term "**Water System**" is defined in Appendix B under the caption "INSTALLMENT PURCHASE AGREEMENT—DEFINITIONS" and includes the City's potable water and recycled water system.

The Bonds are subject to optional and mandatory sinking fund redemption prior to maturity. See the caption "THE BONDS—Redemption."

The obligation of the City to pay Series 2024 Installment Payments is payable from Net Revenues on a parity with the City's obligation to pay debt service on the City of Ontario Water Revenue Refunding Bonds, Series 2021 (Federally Taxable) (the "**2021 Bonds**"), which are currently outstanding in the aggregate principal amount of $62,625,000. The Installment Purchase Agreement permits the City to issue Parity Bonds payable from Net Revenues on a parity with the Series 2024 Installment Payments provided that certain conditions are satisfied as described herein. Nothing in the Installment Purchase Agreement precludes the City from entering into obligations which are Maintenance and Operation Costs and, therefore, payable from Gross Revenues prior to the Series 2024 Installment Payments, or from issuing any bonds or executing any contracts the payments under which are payable from Net Revenues on a subordinate basis to the Series 2024 Installment Payments and any Parity Bonds. See the caption "SECURITY FOR THE BONDS—Additional Parity Bonds."

No debt service reserve fund or account has been established under the Indenture or the Installment Purchase Agreement in connection with the issuance of the Bonds.

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* *Preliminary, subject to change.*

The City has undertaken to provide annual reports to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System ("**EMMA**") pursuant to a Continuing Disclosure Certificate. See the caption "CONTINUING DISCLOSURE" and Appendix E.

THE 2024 PROJECT

The "**2024 Project**" consists of various improvements to the City's Water System, including but not limited to all or a portion of the costs of facility site security improvements, Water System planning, advanced metering infrastructure antenna towers, onsite chlorine generates, various water main improvements, drilling at potable well No. 53, maintenance and repairs of various wells and an upgrade of the Chino Basin Desalter Authority booster station.

The City intends to apply proceeds of the Bonds to pay for the costs of the 2024 Project. The City expects to comply with all governmental approval, environmental review, public bidding and other permitting requirements for each component of the 2024 Project as required by law. Pursuant to the Installment Purchase Agreement, the City may substitute or add additional projects to the 2024 Project. See Appendix B under the caption "INSTALLMENT PURCHASE AGREEMENT—ACQUISITION OF 2024 PROJECT—Changes to the 2024 Project."

ESTIMATED SOURCES AND USES OF FUNDS

The following table sets forth the estimated sources and uses of funds in connection with the issuance of the Bonds:

Sources[(1)]	
Principal Amount of Bonds	
Plus/Less Net Original Issue Premium/Discount	
Total Sources	
Uses[(1)]	
Acquisition Fund	
Costs of Issuance[(2)]	
Total Uses	

(1) Amounts rounded to the nearest dollar. Totals may not add due to rounding.

(2) Includes certain legal, municipal advisory, financing, rating agency and Trustee fees, Underwriter's discount, and printing costs.

THE BONDS

General Provisions

The Bonds will bear interest from and be dated the date of initial issuance, and will be payable upon maturity on the dates set forth on the inside front cover page hereof. Interest on the Bonds will be payable on February 1 and August 1 of each year, commencing _____ 1, 20__. Interest will be calculated at the rates set forth on the inside front cover page hereof on the basis of a year of 360 days comprised of twelve 30 day months.

The Bonds will be delivered only in fully registered form and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("**DTC**"). DTC will act as securities depository for the Bonds. Ownership interests in the Bonds may be purchased in book-entry form only in denominations of $5,000 or any integral multiple thereof. See the caption "—Book-Entry Only System" and Appendix D.

In the event that the book-entry only system that is described below is discontinued, the principal of and interest on any Bond will be payable by check or draft of the Trustee upon presentation and surrender thereof at maturity or upon prior redemption at the Office of the Trustee in Los Angeles, California. Such principal and interest will be payable in lawful money of the United States of America.

Book-Entry Only System

One fully-registered Bond will be issued for each maturity of the Bonds in the principal amount of the Bonds of such maturity. Each such Bond will be registered in the name of Cede & Co. and will be deposited with DTC. As long as the ownership of the Bonds is registered in the name of Cede & Co., the term "**Owner**" as used in this Official Statement will refer to Cede & Co. and not to the actual purchasers of the Bonds (the "**Beneficial Owners**").

The Authority may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, the Bonds will be printed and delivered and will be governed by the provisions of the Indenture with respect to payment of principal and interest and rights of exchange and transfer.

The Authority cannot and does not give any assurances that DTC participants or others will distribute payments with respect to the Bonds received by DTC or its nominee as the registered Owner, or any redemption or other notices, to the Beneficial Owners, or that they will do so on a timely basis. See Appendix D for additional information concerning DTC.

Transfers and Exchanges Upon Termination of Book-Entry Only System

In the event that the book-entry system that is described above is discontinued, the Bonds will be printed and delivered as provided in the Indenture. Thereafter, any Bond may, in accordance with its terms, be transferred on the Registration Books by the person in whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of such Bond at the Office of the Trustee for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in a form acceptable to the Trustee. The Trustee is not required to register the transfer of any Bond during the period in which the Trustee is selecting Bonds for redemption and any Bond that has been selected for redemption.

Whenever any Bond is surrendered for transfer, the Authority will execute and the Trustee will authenticate and deliver a new Bond or Bonds of authorized denomination or denominations for a like series and aggregate principal amount of the same maturity and series. The Trustee will require the Bond Owner requesting such transfer to pay any tax or other governmental charge required to be paid with respect to such transfer. Following any transfer of Bonds, the Trustee will cancel and destroy the Bonds that it has received.

Prior to any transfer of the Bonds outside the book-entry system (including, but not limited to, the initial transfer outside the book-entry system) the transferor will provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Section 6045 of the Code, as amended. The Trustee shall conclusively rely on the information provided to it and has no responsibility to verify or ensure the accuracy of such information.

Bonds may be exchanged at the Office of the Trustee for a like aggregate principal amount of other authorized denominations of the same series and maturity. The Trustee is not required to exchange any Bond during the period in which the Trustee is selecting Bonds for redemption or any Bond that has been selected for redemption. The Trustee will require the Bond Owner requesting such exchange to pay any tax or other governmental charge required to be paid with respect to such exchange. Following any exchange of Bonds, the Trustee will cancel and destroy the Bonds that it has received.

Redemption

Optional Redemption. The Bonds with stated maturities on or after August 1, 20__, are subject to redemption prior to their respective stated maturities, as a whole or in part as directed by the Authority in a Request provided to the Trustee at least 35 days (or such lesser number of days acceptable to the Trustee in the sole discretion of the Trustee, such notice for the convenience of the Trustee) and by lot within each maturity in integral multiples of $5,000, on August 1, 20__ or any date thereafter at a Redemption Price equal to the principal amount thereof plus accrued interest thereon to the date fixed for redemption, without premium.

Mandatory Sinking Fund Redemption. The Bonds with stated maturities on August 1, 20__ are subject to mandatory sinking fund redemption in part (by lot) on August 1, 20__ and each August 1 thereafter, in integral multiples of $5,000 at a Redemption Price of the principal amount thereof plus accrued interest to the date fixed for redemption, without premium, in accordance with the following schedule:

Redemption Date (August 1)	***Principal Amount***

* Maturity.

The Bonds with stated maturities on August 1, 20__ are subject to mandatory sinking fund redemption in part (by lot) on August 1, 20__ and each August 1 thereafter, in integral multiples of $5,000 at a Redemption Price of the principal amount thereof plus accrued interest to the date fixed for redemption, without premium, in accordance with the following schedule:

Redemption Date (August 1)	***Principal Amount***

* Maturity.

If some but not all of the Bonds maturing on August 1, 20__ or August 1, 20__ are redeemed as described under the subcaption "—Optional Redemption," the principal amount of the applicable Bonds to be redeemed pursuant to the Indenture on any subsequent August 1 will be reduced, by $5,000 or an integral multiple thereof, as designated by the Authority in a Certificate of the Authority filed with the Trustee; provided, however, that the aggregate amount of such reductions may not exceed the aggregate amount of the applicable Bonds redeemed.

Partial Redemption of Bonds. Upon surrender of any Bond redeemed in part only, the Authority will execute and the Trustee will authenticate and deliver to the Owner thereof, at the expense of the Authority, a new Bond or Bonds of authorized denominations equal in aggregate principal amount to the unredeemed portion of the Bonds surrendered and of the same series, interest rate and maturity.

Selection of Bonds for Redemption

Whenever provision is made in the Indenture for the redemption of less than all of the Bonds, the Trustee will select the Bonds for redemption as a whole or in part on any date as directed by the Authority and by lot within each maturity in integral multiples of $5,000 in accordance with the Indenture. The Trustee will

promptly notify the Authority in writing of the numbers of the Bonds or portions thereof so selected for redemption.

Notice of Redemption

Notice of redemption will be mailed by first class mail not less than 20 days nor more than 60 days before any Redemption Date, to the respective Owners of any Bonds that are designated for redemption at their addresses appearing on the Registration Books, to the Securities Depositories and the Information Services. Each notice of redemption will state the date of notice, the redemption date, the place or places of redemption and the Redemption Price, and will designate the maturities, CUSIP numbers, if any, and, in the case of Bonds to be redeemed in part only, the respective portions of the principal amount thereof to be redeemed. Each such notice will also state that on the redemption date there will become due and payable on each of said Bonds or parts thereof that are designated for redemption the Redemption Price thereof or of said specified portion of the principal thereof in the case of a Bond to be redeemed in part only, together with, interest accrued thereon to the redemption date, and that (provided that moneys for redemption have been deposited with the Trustee) from and after such redemption date interest thereon will cease to accrue, and will require that such Bonds be then surrendered to the Trustee. Neither the failure to receive such notice nor any defect in the notice or the mailing thereof will affect the validity of the redemption of any Bond. Notice of redemption of Bonds will be given by the Trustee, at the expense of the Authority, for and on behalf of the Authority.

With respect to any notice of optional redemption of Bonds, such notice may state that such redemption will be conditional upon the receipt by the Trustee on or prior to the date fixed for such redemption of moneys sufficient to pay the principal of, premium, if any, and interest on such Bonds to be redeemed and that, if such moneys have not been so received, said notice will be of no force and effect and the Trustee will not be required to redeem such Bonds. In the event that such notice of redemption contains such a condition and such moneys are not so received, the redemption will not be made, and the Trustee will within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

Effect of Redemption

Notice of redemption having been duly given as described above under the caption "—Notice of Redemption," and moneys for payment of the redemption price of, together with interest accrued to the date fixed for redemption on, the Bonds (or portions thereof) so called for redemption being held by the Trustee, on the redemption date designated in such notice, the Bonds (or portions thereof) so called for redemption will become due and payable, interest on the Bonds so called for redemption will cease to accrue, said Bonds (or portions thereof) will cease to be entitled to any benefit or security under the Indenture, and the Owners of said Bonds will have no rights in respect thereof except to receive payment of the redemption price thereof. The Trustee will, upon surrender for payment of any of the Bonds to be redeemed on their Redemption Dates, pay such Bonds at the Redemption Price. All Bonds redeemed pursuant to the provisions of the Indenture will be canceled upon surrender thereof.

DEBT SERVICE SCHEDULE

Set forth below is a schedule of debt service on the Bonds, which equals the Series 2024 Installment Payments for each annual period ending on June 30 in the years indicated. The below table assumes that there are no optional redemptions of the Bonds.

Period Ending June 30	*Principal*	*Interest*	*Total*
TOTAL			

Source: Underwriter.

SECURITY FOR THE BONDS

General

Each Bond is a special limited obligation of the Authority payable solely from Authority Revenues, which consist of Series 2024 Installment Payments to be made by the City under the Installment Purchase Agreement and certain other funds and accounts established pursuant to the Indenture. NEITHER THE FULL FAITH AND CREDIT NOR ANY OTHER REVENUES OR FUNDS OF THE AUTHORITY ARE PLEDGED TO OR AVAILABLE FOR THE PAYMENT OF DEBT SERVICE ON THE BONDS. THE OBLIGATION OF THE AUTHORITY TO MAKE PAYMENTS OF PRINCIPAL AND INTEREST ON

THE BONDS DOES NOT CONSTITUTE AN OBLIGATION FOR WHICH THE AUTHORITY IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE AUTHORITY HAS LEVIED OR PLEDGED ANY FORM OF TAXATION. THE AUTHORITY HAS NO TAXING POWER.

The Authority has assigned substantially all of its right, title and interest in the Installment Purchase Agreement to the Trustee pursuant to the Indenture, for the benefit of the Owners of the Bonds, including its right to receive Series 2024 Installment Payments and its rights as may be necessary to enforce payment of the Series 2024 Installment Payments when due.

Series 2024 Installment Payments Payable From Net Revenues

All of the Authority Revenues and any other amounts (including proceeds of the sale of the Bonds) held in any fund or account established pursuant to the Indenture (except the Rebate Fund) have been irrevocably pledged to secure the payment of the principal of and interest, and the premium, if any, on the Bonds in accordance with their terms and the provisions of the Indenture. Such pledge constitutes a lien on and security interest in such amounts and will attach, be perfected and be valid and binding from and after the Closing Date, without any physical delivery thereof or further act, and will be valid and binding against all parties having claims of any kind in tort, contract or otherwise against the Authority, irrespective of whether such parties have notice hereof.

The obligation of the City to make the Series 2024 Installment Payments is payable solely from Net Revenues of the City's Water System, which consist of Gross Revenues of the City's Water System remaining after the payment of Maintenance and Operation Costs of the City's Water System. In the Installment Purchase Agreement, the City transfers, places a charge upon, assigns and sets over to the Authority, all of the Net Revenues and all amounts in the Rate Stabilization Fund which are necessary to pay the Series 2024 Installment Payments in any Fiscal Year, and such portion of the Net Revenues is irrevocably pledged to the punctual payment of the Series 2024 Installment Payments. The Net Revenues will not be used for any other purpose while any of the Series 2024 Installment Payments remain unpaid, except that out of Net Revenues there may be apportioned and paid such sums for such purposes, as are expressly permitted by the Installment Purchase Agreement. Said pledge constitutes a first, direct and exclusive charge and lien on the Net Revenues and amounts in the Rate Stabilization Fund for the payment of the Series 2024 Installment Payments and all other Parity Bonds in accordance with the terms of the Installment Purchase Agreement.

The term "**Gross Revenues**" means all income, rents, rates, fees, charges and other moneys derived from the ownership of or operation of the Water System, including, without limiting the generality of the foregoing: (1) all in lieu charges and groundwater augmentation charges (including investment earnings thereon) collected by or on behalf of the City; (2) all income, rents, rates, fees, charges, business interruption insurance proceeds or other moneys derived by the City from the sale, furnishing and supplying of the water, drainage or other services, facilities, and commodities sold, furnished or supplied through the facilities of or in the conduct or operation of the business of the Water System, including connection fees, capacity charges and other charges for the connection of additional customers to the Water System; (3) the earnings on and income derived from the investment of such income, rents, rates, fees, charges, proceeds or other moneys, including City reserves; and (4) deposits to the Revenue Fund from amounts on deposit in the Rate Stabilization Fund in accordance with the Installment Purchase Agreement, but excluding in all cases: (v) development impact fees imposed pursuant to California Government Code § 66000 et seq.; (w) customers' deposits or any other deposits or advances subject to refund until such deposits or advances have become the property of the City; (x) proceeds of taxes or benefit assessments restricted by law to be used by the City to pay amounts due on bonds or other obligations hereafter incurred; (y) any and all revenues derived from the ownership or operation of or in connection with, and pledged to, Separate Facilities; and (z) any Gross Revenues transferred from the Revenue Fund to the Rate Stabilization Fund in accordance with the Installment Purchase Agreement.

The term "**Maintenance and Operation Costs**" operating the Water System, calculated in accordance with sound accounting principles, and all reasonable and necessary expenses of management and repair and other expenses to maintain and preserve the Water System in good repair and working order, and including all reasonable and necessary administrative costs of the City attributable to the Water System and the Series 2024 Installment Payments, such as salaries and wages and the necessary contribution to retirement of employees, overhead, insurance, taxes (if any), expenses, compensation and indemnification of the Trustee, and fees of auditors, accountants, attorneys or engineers, and including all other reasonable and necessary costs of the City or charges required to be paid by it to comply with the terms of this Installment Purchase Agreement, but excluding (i) depreciation, replacement and obsolescence charges or reserves therefor and amortization of intangibles or other bookkeeping entries of a similar nature, (ii) payment of debt service on Parity Bonds or Subordinate Bonds, (iii) capital additions, replacements, betterments, extensions, or improvements to the Water System and (iv) charges payable to the City for a pipeline and right of way fee.

Notwithstanding anything contained in the Installment Purchase Agreement, the City is not required to advance any moneys derived from any source of income other than the Net Revenues (Except to the extent any such covenants are expressly payable from the Gross Revenues), the Rate Stabilization an and the other funds provided in the Installment Purchase Agreement for the payment of amounts due thereunder or for the performance of any agreements or covenants that are required to be performed by it contained therein. The City may, however, advance moneys for any such purpose so long as such moneys are derived from a source legally available for such purpose and may be legally used by the City for such purpose.

THE OBLIGATION OF THE CITY TO MAKE SERIES 2024 INSTALLMENT PAYMENTS PURSUANT TO THE INSTALLMENT PURCHASE AGREEMENT DOES NOT CONSTITUTE AN OBLIGATION FOR WHICH THE CITY IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE CITY HAS LEVIED OR PLEDGED ANY FORM OF TAXATION. THE OBLIGATION OF THE CITY TO MAKE THE SERIES 2024 INSTALLMENT PAYMENTS IS A SPECIAL LIMITED OBLIGATION OF THE CITY PAYABLE SOLELY FROM NET REVENUES OF THE CITY'S WATER SYSTEM AND DOES NOT CONSTITUTE A DEBT OF THE CITY OR OF THE STATE OR OF ANY POLITICAL SUBDIVISION THEREOF IN CONTRAVENTION OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION.

Rate Covenant

The City will, to the fullest extent permitted by law, fix, prescribe, revise and collect Charges for the Water System during each Fiscal Year which are reasonably expected, at the commencement of each Fiscal Year, to be at least sufficient, after making allowances for contingencies and error in the estimates, to pay the following amounts in the following order: (1) all Maintenance and Operation Costs of the Water System estimated by the City to become due and payable in such Fiscal Year; (2) the Debt Service on the Series 2024 Installment Payments and any Parity Bonds; (3) all other payments required for compliance with the Installment Purchase Agreement and the Parity Bonds Instruments pursuant to which any Parity Bonds relating to the Water System shall have been issued; and (4) all payments required to meet any other obligations of the City which are charges, liens, encumbrances upon or payable from the Gross Revenues of the Water System or the Net Revenues of the Water System.

In addition, the City will fix, prescribe, revise and collect Charges for the Water System during each Fiscal Year which are sufficient to yield Net Revenues of the Water System at least equal to 100% of the amounts payable under the preceding clause (2) in such Fiscal Year for the Series 2024 Installment Payments and Parity Bonds which have a lien on such Net Revenues.

In addition, the City will fix, prescribe, revise and collect Charges for the Water System (inclusive of all Gross Revenues) during each Fiscal Year which are sufficient to yield Net Revenues of the Water System at least equal to 125% of the amounts payable under the preceding clause (2) in such Fiscal Year for the Series 2024 Installment Payments and Parity Bonds which have a lien on such Net Revenues.

No Reserve Fund

No debt service reserve fund or account has been established under the Indenture or the Installment Purchase Agreement in connection with the issuance of the Bonds.

Rate Stabilization Fund

There has been established with the City a fund to be known as the "Rate Stabilization Fund." The City has agreed and covenanted in the Installment Purchase Agreement to maintain, so long as any Bonds remain outstanding, the Rate Stabilization Fund. There will be $_____ on deposit in the Rate Stabilization Fund as of the date of the initial issuance of the Bonds. The City may deposit amounts therein from time to time in its sole discretion.

Amounts in the Rate Stabilization Fund will be disbursed, allocated and applied by the City solely to the uses and purposes described in the Installment Purchase Agreement, and will be accounted for separately and apart from all other accounts, funds, money or other resources of the City.

The Rate Stabilization Fund and all amounts on deposit therein have been irrevocably pledged to the payment of the Series 2024 Installment Payments and Parity Bonds as provided in the Installment Purchase Agreement; provided that amounts on deposit in the Rate Stabilization Fund may be apportioned for such purposes as are expressly permitted therein. The foregoing pledge constitutes a first lien on amounts on deposit in the Rate Stabilization Fund for the payment of Series 2024 Installment Payments and Parity Bonds in accordance with the terms of the Installment Purchase Agreement.

The City may withdraw all or any portion of the amounts on deposit in the Rate Stabilization Fund from time to time and transfer such amounts to the Revenue Fund for application in accordance with the Installment Purchase Agreement. Amounts transferred from the Rate Stabilization Fund to the Revenue Fund pursuant to the Installment Purchase Agreement during or within 270 days after the end of a Fiscal Year may be taken into account as Gross Revenues for purposes of the calculations under the additional debt test or the rate covenant in such Fiscal Year to the extent provided in the definition of "Gross Revenues." See the captions "—Rate Covenant" and "—Additional Parity Bonds."

Additional Parity Bonds

In addition to the Series 2024 Installment Payments, the City may, by Parity Bonds Instrument, issue Parity Bonds, to provide financing for the Water System, in such principal amount as determined by the City. The City may issue or incur any such Parity Bonds subject to the following specific conditions, which are conditions precedent to the issuance and delivery of such Parity Bonds:

(a) The City shall be in compliance with all covenants set forth in the Installment Purchase Agreement.

(b) The Net Revenues of the Water System, calculated on sound accounting principles, as shown by the books of the City for the latest Fiscal Year or designated twelve-month period, plus, at the option of the City, any or all of the items described in clauses (i) and (ii) below, shall at least equal 125% of Debt Service with respect to the Series 2024 Installment Payments plus the Debt Service which would have accrued had the Parity Bonds been executed at the beginning of such Fiscal Year or designated 12 month period. The items any or all of which may be added to such Net Revenues for the purpose of issuing or incurring Parity Bonds hereunder are the following:

(i) Based on the report of an Independent Consultant, an allowance for Net Revenues from any additions to or improvements or extensions of the Water System to be made with the proceeds of such Parity Bonds, and also for Net Revenues from any such additions, improvements or extensions which

have been made from moneys from any source but in any case which, during all or any part of such Fiscal Year, were not in service, all in an amount equal to 90% of the estimated additional average annual Net Revenues to be derived from such additions, improvements and extensions for the first 36 month period in which each addition, improvement or extension is respectively to be in operation; and

(ii) Based on the report of an Independent Consultant, an allowance for earnings arising from any increase in the Charges which has become effective prior to the incurring of such additional indebtedness but which, during all or any part of such Fiscal Year, was not in effect, in an amount equal to the amount by which the Net Revenues would have been increased if such increase in Charges had been in effect during the whole of such Fiscal Year.

(c) The Parity Bonds Instrument providing for the issuance of such Parity Bonds Installment Purchase Agreement must provide that:

(i) The proceeds of such Parity Bonds shall be applied to the acquisition, construction, improvement, financing or refinancing of additional facilities, improvements or extensions of existing facilities within the Water System, or otherwise for facilities, improvements or property which the City determines are of benefit to the Water System, or for the purpose of refunding any Series 2024 Installment Payments or Parity Bonds in whole or in part, including all costs (including costs of issuing such Parity Bonds and including capitalized interest on such Parity Bonds during any period which the City deems necessary or advisable) relating thereto;

(ii) Interest on such Parity Bonds shall be payable on a Series 2024 Installment Payment Date unless such Parity Bonds are owed to an agency of the State of California, in which case they may be payable on any date;

(iii) The principal of such Parity Bonds shall be payable on August 1 in any year in which principal is payable unless such Parity Bonds are owed to an agency of the State of California, in which case they may be payable on any date; and

(iv) Money or a surety bond may be, but shall not be required to be, deposited in a reserve account for such Parity Bonds from the proceeds of the sale of such Parity Bonds or otherwise in such amount as may be determined by the City.

THE CITY

General

The City is located in southwestern San Bernardino County (the "**County**"), approximately 35 miles east of Los Angeles near the intersection of Interstates 10 and 15 in the area of southern California known as the "Inland Empire." The City is adjacent to the cities of Upland, Montclair, Chino and Rancho Cucamonga. The City had a population of approximately 181,224 as of January 1, 2024 and covers approximately 50 square miles. The City was incorporated in 1891 and is a general law city operating under a council/manager form of government. Land use in the City is primarily residential, with areas of commercial and industrial development. See the caption "—Land Use and Service Area."

The City provides a full range of services, including police and fire protection, construction and maintenance of streets, parks, water and sewer lines, traffic signals and other infrastructure, water, sewer and integrated waste services, recreation and community services and arts, cultural and social programs. The City also operates a municipal golf course, a convention center and a sports and entertainment arena (the Toyota Arena, which opened in 2008).

The City supplies potable water to approximately 34,145 single family and multi-family residential connections and potable and recycled water to approximately 4,288 commercial, industrial, irrigation and other connections.

The City's water sources include: (i) groundwater pumped from City-owned wells in the Chino Groundwater Basin (the "**Chino Basin**"); (ii) imported State Water Project ("**SWP**") water which the City purchases from the Water Facilities Authority ("**WFA**"); (iii) desalted groundwater which the City purchases from the Chino Basin Desalter Authority ("**CDA**"); (iv) groundwater and/or surface water which the City purchases from the San Antonio Water Company ("**SAWCO**"); and (v) recycled water which the City purchases from the Inland Empire Utilities Agency ("**IEUA**"). See the caption "THE WATER SYSTEM—Water Supply" for a detailed description of the City's various water sources.

The Water System includes 17 active groundwater wells and five inactive groundwater wells in the Chino Basin, 12 reservoirs with a total combined storage capacity of approximately 75 million gallons, six booster stations, 18 pressure regulating stations and approximately 618 miles of potable water pipelines varying in size from 2 inches to 42 inches, as well as approximately 56 miles of recycled water pipelines. The City maintains nine interconnections with neighboring water systems to ensure a stable water supply during emergencies or other disruptions to the Water System. Two proposed new wells are expected to be added by 2028.

In addition to wellhead treatment facilities which the City operates at City-owned groundwater wells, the City owns treatment capacity in the WFA's Agua de Lejos Water Treatment Plant (the "**WFA Treatment Plant**"), which treats imported SWP water, and in CDA facilities, which treat local brackish groundwater, in each case along with other regional partners.

Land Use and Service Area

The Water System provides retail water service to the majority of the City's territory, including a population of approximately 181,224. Certain customers in the northern portion of the City are served by CVWD. The City includes two distinct areas: (i) Old Model Colony, which consists of residential, commercial and industrial development, including Ontario International Airport, and which is largely built out; and (ii) Ontario Ranch, which was annexed to the City in 1999 and which is being developed into residential, commercial, industrial and public uses. According to the City's 2020 Urban Water Management Plan, the Water System is expected to serve a projected population of approximately 362,903 by the year 2045.

The Water System service area encompasses single family and multi-family residences as well as areas of commercial, industrial and public land uses. With the exception of certain properties that have privately owned wells, all of the land within the Water System service area is served by the Water System. New residents and businesses in the Water System service area are required to connect to the Water System and to assign private water rights to the City in exchange for the City's agreement to provide new or expanded water service.

Seismic Considerations

The City is located in a seismically active region. Significant faults are located near the City, including the San Andreas, Chino, Red Hill, Rialto-Colton, Cucamonga, Elsinore and Whittier Faults. There is potential for destructive ground shaking during the occurrence of a major seismic event. In addition, land along fault lines may be subject to liquefaction during the occurrence of such an event. In the event of a severe earthquake, there may be significant damage to both property and infrastructure within the City, including the Water System. The City has an emergency operations center that would be activated under such circumstances.

Newer Water System facilities are designed to withstand earthquakes with minimal damage, as earthquake loads are taken into consideration in the design of project structures. The City has also undertaken a vulnerability assessment of critical Water System facilities. The vulnerability assessment ranks Water System infrastructure by importance, builds redundancy into existing operations and includes contingency plans in the event of damage to City assets and succession plans for critical staff. The impact of lesser magnitude events is expected by the City to be temporary, localized and repairable. The Water System has never sustained major damage to its facilities or experienced extended incidences of service interruptions as a result of seismic disturbances.

The City does not maintain earthquake insurance on Water System facilities. See the captions "—City Insurance" and "CERTAIN RISKS TO BONDHOLDERS—Natural Disasters."

Governance and Management

General. The City operates under a council-manager form of government. Councilmembers and the Mayor are currently elected at large for four-year alternating terms. The City Treasurer and City Clerk are also elected by City voters. Beginning with the November 5, 2024 Statewide election, two Councilmembers will be elected by district, with the other two Councilmembers elected by district at the November 3, 2026 Statewide election; the Mayor will continue to be elected Citywide.

The City Manager, appointed by the City Council, serves as the City's chief administrative officer and is responsible for overseeing the daily operations of City departments and efficient management of all City business. Functions of the City Manager's Office include coordination of the implementation of City Council policies and programs; providing overall direction to the departments that administer City programs and services; coordinating intergovernmental relations and legislative advocacy; and administration of the City's communications, media relations and public information programs.

Scott Ochoa has served as the City Manager since October 2017. In this capacity he leads the daily operation of City government. Prior to coming to the City, Mr. Ochoa served as the City Manager of Glendale, California and Monrovia, California. Mr. Ochoa has a Bachelor's degree from Claremont McKenna College and a Masters in Public Administration degree from the University of Southern California.

Other key personnel responsible for management of the Water System include the City Treasurer, the Executive Director of Finance, the Utilities General Manager and the Utilities Administrative Services Manager. In addition, the City Attorney provides legal services to the City and the Authority.

James R. Milhiser has served as the elected City Treasurer since 1998. Mr. Milhiser has over 40 years of experience in financial services. He has a Bachelor's degree from California State Polytechnic University, Pomona, and successfully completed a three year program at Pacific Coast Banking School, held at the University of Washington.

Armen Harkalyan serves as the Executive Director of Finance of the City. Mr. Harkalyan was appointed Executive Director of Finance in January 2019. Prior to coming to the City, Mr. Harkalyan served as the Deputy Director of Finance and Revenue Manager for the City of Glendale, California. Mr. Harkalyan has a Bachelor's degree from the California State University, Los Angeles, and a Master's degree from the University of Phoenix.

Scott Burton serves as the Utilities General Manager of the City. Mr. Burton was appointed Utilities General Manager in 2011 and has been with the City since 2000. Prior to coming to the City, Mr. Burton served as a Senior Utilities Engineer with Yorba Linda Water District. Mr. Burton has a Bachelor's degree in Civil Engineering from California State Polytechnic University and is a registered professional engineer.

Michael Sigsbee serves as the Utilities Administration and Customer Service Assistant General Manager of the City. Prior to coming to the City, Mr. Sigsbee served as the Assistant Finance Director of the City of Bellevue, Washington. Mr. Sigsbee has held various titles with the City since he was appointed Administrative Officer in 2002. Mr. Sigsbee has a Bachelor's degree from California State Polytechnic University, Pomona, and a Master's of Public Administration degree from California State University, Sacramento.

Albert Gastelum serves as the Utilities Engineering and Utilities Operations Assistant General Manager of the City. Prior to coming to the City, Mr. Gastelum spent 32 years with the Los Angeles Department of Water and Power's Water System, where he most recently served as the Director of Water Quality, and as the Manager of Project Engineering. Mr. Gastelum has a Bachelor's degree in Mechanical Engineering from California State Polytechnic University, Pomona and is a registered professional engineer.

Ruben Duran has been City Attorney since 2020. Mr. Duran has been an attorney for more than 22 years in private practice specializing in municipal law. He has a Bachelor's degree from the University of California, San Diego and a Juris Doctorate degree from University of California, Hastings.

Management Policies. The City has adopted several policies which are designed to ensure the prudent and effective management of City operations, including a Fund Balance Reserve Policy, Debt Management Policy, Capital Asset Management Policy, Economic Uncertainty Reserve, Strategic Plan, Cost Allocation Plan and Investment Policy. Further information about these policies is set forth below.

Fund Balance Reserve Policy. The City Council has adopted a Fund Balance Reserve Policy that forms the overall framework within which the City's General Fund operating budget is formulated. The Fund Balance Reserve Policy establishes the procedures for reporting unrestricted fund balances in the General Fund financial statements. Certain commitments and assignments of the fund balance will help ensure that there will be adequate financial resources to protect the City against unforeseen circumstances and events such as revenue shortfalls and unanticipated expenditures. The policy also authorizes and directs the Financial Services Agency to prepare financial reports which accurately categorize fund balance in accordance with applicable accounting standards.

It is also the City Council's goal for a minimum of 20% of annual General Fund appropriations to be designated as an Assigned Fund Balance in the General Fund. These amounts are intended to be used for specific and defined emergency events, such as an earthquake, to address immediate needs in resources without impacting City services and to minimize the potential for disruption of municipal services to its citizens.

As discussed under the caption "SECURITY FOR THE BONDS—Series 2024 Installment Payments Payable from Net Revenues," the 2024 Bonds are payable solely from Net Revenues of the City's Water System and General Fund moneys are neither pledged to nor available for the payment of the 2024 Bonds.

Debt Management Policy. The City has adopted a Debt Management Policy in accordance with California Government Code Section 8855 to establish guidelines and parameters for the effective governance, management and administration of debt issued by the City and its related entities and to ensure compliance with legislation, statutes and laws that place regulations on local agency debt. The following elements have been incorporated into this policy:

- The purposes for which debt may be incurred.
- The types of debt that may be issued.
- Assessment of debt limits generally and for General Fund-supported debt.

- Debt structuring and issuance practices.

- Debt management practices, including the investment of proceeds and post-issuance compliance.

Capital Asset Management Policy. The City's Capital Asset Management Policy is intended to: (1) describe the policies and procedures utilized in the City's capital asset management system; (2) establish guidelines for accounting and depreciating the City's fixed assets; and (3) list and describe suitable fixed assets and their estimated useful life. The primary goals of the Capital Asset Management Policy are: (i) to ensure that the City's fixed assets are properly accounted for; (ii) to establish a consistent and cost-effective method for accounting for the City's fixed assets; and (iii) to assure compliance with generally accepted accounting principles applicable to public agencies ("**GAAP**").

Economic Uncertainty Reserve. The City established an Economic Uncertainty Reserve in the fiscal year ended June 30, 2020, with an initial amount of $20,000,000 to smooth out revenue and expenditure contingencies during economic downturns. As of June 30, 2023, the balance in the Economic Uncertainty Reserve was $20,000,000.

Strategic Plan. The City's Strategic Plan, which serves as a framework for developing the City's budget, includes the following goals established by the City Council:

- Invest in the Growth and Evolution of the City's Economy.

- Maintain the Current High Level of Public Safety.

- Operate in a Businesslike Manner.

- Pursue City's Goals and Objectives by Working with Other Governmental Agencies.

- Focus Resources in Ontario's Commercial and Residential Neighborhoods.

- Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities).

- Encourage, Provide or Support Enhanced Recreational, Educational, Cultural and Healthy City Programs, Policies and Activities.

- Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in Ontario Ranch.

Cost Allocation Plan. The City's Cost Allocation Plan is a basic information tool in a number of financial and budgetary decision-making situations. The Cost Allocation Plan can be used to identify indirect costs incurred by the City in administering and providing support services to special projects, funds and contracts. By identifying total project costs, the Cost Allocation Plan can be used to determine the level of support and to reimburse the General Fund for the indirect costs incurred.

An indirect cost rate is a means for determining fairly and conveniently, within the boundaries of sound administrative principles, what proportion of indirect costs each project or activity should bear. It is the ratio of total indirect expenses to a direct cost base. By applying the indirect cost rate to any particular cost objective, the total cost of the project or activity can be calculated. Indirect costs are categorized as Departmental Overhead and General & Administrative ("**G&A**") expenses. Departmental Overhead is allocated on the basis of direct personnel costs, while G&A is allocated based on the total project or activity costs (excluding G&A).

The Cost Allocation Plan is utilized in charging the City's utility funds, including Water Enterprise Fund, for the costs of General Fund administrative activities that benefit such utility funds. The Cost Allocation Plan is updated on an annual basis.

Investment Policy. The City invests its funds in accordance with the City's investment policy (the "**Investment Policy**"), which was most recently reviewed and revised by the City Council on December 5, 2023. The Investment Policy: (a) describes the policies and procedures to be utilized in the City's investment management system; (b) establishes guidelines for the prudent investment of the City's funds, and (c) lists and describes suitable investments. The goals of the City's investment policy and investment management function are compliance with law, enhancement of the economic status of the City and protection of the City's funds by limiting credit and market risks.

In accordance with Section 53600 *et seq*. of the California Government Code, idle cash management and investment transactions are the responsibility of the City Treasurer. Eligible investments are generally limited to the Local Agency Investment Fund which is operated by the California State Treasurer, local agency bonds, United States Treasury bills, notes and bonds, obligations issued by United States Government agencies, FDIC insured or negotiable certificates of deposit, repurchase agreements, banker's acceptances and commercial paper rated A1/P1, as applicable, or better, and issued by a domestic corporation having assets in excess of $500 million. Funds are invested in the following order of priority:

- Safety of Principal;
- Liquidity; and
- Return on Investment.

The City Treasurer is required to provide a quarterly report to the City Manager and the City Council showing the type of investment, date of maturity, amount invested, current market value, rate of interest, and other such information as may be required by the City Council.

Approximately $70.3 million (8.7%) of the City's total investment portfolio as of June 30, 2023 was attributed to the Water Enterprise Fund.

Employees

As of June 30, 2023, the City had approximately 1,517 full-time equivalent employees, of which 140 worked for the City's Municipal Utilities Company (serving both the Water System and the City's municipal wastewater system) and 1,377 worked in general government services, including finance. City employees are represented by seven labor associations which collectively represent approximately 1,325 employees. Relations between the City and its labor associations are governed by memoranda of understanding (each, an "**MOU**") that expire on June 30, 2027, with the exception of the American Federation of State, County and Municipal Employees Local 3061 ("**AFSCME**"), which has an MOU which expires on June 30, 2026, and the Association of Ontario Management Employees ("**AOME**"), which has an MOU which expires on June 30, 2025. A total of approximately 192 management and confidential employees are exempt from collective bargaining. Salaries for exempt employees are set by the City Council. The City has never experienced a strike, slowdown or work stoppage.

Budget Process

The Ontario Municipal Code requires that the City Manager present the annual operating budget to the Mayor and City Council for approval. The City's Financial Services Agency (i.e., department), under the direction of the Executive Director of Finance, is responsible for compiling the estimated revenues and

appropriations for the City Manager. Prior to the beginning of each Fiscal Year, the Mayor and City Council adopts the Annual Operating Budget at a public budget workshop.

The development of the Annual Operating Budget begins in February with the dissemination of budget preparation guidelines, including policies and procedures to ensure that the preparation of the budget conforms to fiscal policies and guidelines established by the Mayor and City Council. Following the distribution of the budget development guidelines, a budget "kick-off" meeting is held with department heads and other key City staff members to review the budget development guidelines.

Before department budget requests are submitted to the City Manager, the Financial Services' Budget Office reviews and analyzes all department budget requests. This review includes a comparative analysis of historical and current expenditure levels. The City Manager and Budget Office staff then hold budget meetings with each department head to discuss the budget requests and obtain additional information to assist in the assessment of the requests. Following the meetings, the Budget Office adjusts line item requests in accordance with the City Manager's direction. Finally, the budget is presented to the Mayor and City Council for consideration and approval at a public budget workshop.

The City Council can make amendments to an adopted budget at any time during a Fiscal Year. Quarterly budget update reports include appropriation adjustments and revised revenue projections as needed. The City Manager may authorize budget transfers between line items, programs and agencies within a fund as long as the total budget has not exceeded the amount approved by City Council. Budgetary changes between funds require City Council approval.

The City Council adopted the budget for Fiscal Year 2025 on June 17, 2024.

City Insurance

The City is exposed to various risks of loss related to torts, theft of, damage to and destruction of assets, errors and omissions, injuries to employees and natural disasters. The City has established self-insurance funds to finance uninsured risks of loss up to a maximum of $750,000 for each workers' compensation claim and $1,000,000 for each general liability claim. For workers' compensation claims in excess of amounts provided by its internal fund, the City maintains coverage from a private carrier for claims up to the statutory requirements. For general liability claims in excess of amounts provided by its internal fund, the City maintains coverage from the Authority for California Cities Excess Liability ("**ACCEL**"). ACCEL maintains a shared risk pool for claims up to $4,000,000, with private carriers covering amounts in excess thereof. City is self-insured for unemployment liability claims. The City will pay all claims based on the individual reimbursement account method, as provided by the State of California. Claims have not exceeded the City's insurance coverage in any of the last three years.

The City purchases all-risk, replacement cost value property insurance coverage through ACCEL up to a maximum amount of $500,000,000, including a $750,000 sublimit for unscheduled assets. Certain portions of the Water System, including pipelines that are located more than 1,000 feet from City-owned above-ground infrastructure, are not covered by the City's property insurance except for the $750,000 sublimit that is described in the previous sentence. In addition, the City does not maintain insurance coverage for earthquake damage. See the caption "CERTAIN RISKS TO BONDHOLDERS—Natural Disasters."

No assurance can be given as to the adequacy of the insurance maintained now or in the future by the City to fund necessary repairs or replacement of any portion of the Water System, and the City does not have any obligation under the Indenture to maintain earthquake coverage or other coverage in the current coverage amounts. Significant damage to the Water System could affect the City's ability to generate sufficient Net Revenues to pay the 2024 Bonds. See the caption "CERTAIN RISKS TO BONDHOLDERS—Natural Disasters."

The City has not paid or settled any claims that exceeded its insurance coverage in the past three years.

See Appendix B under the caption "COVENANTS OF THE CITY—Insurance" for a description of insurance coverages that are required to be maintained while the 2024 Bonds are outstanding.

Outstanding Parity Obligations

No Senior Obligations. The City has no outstanding obligations that are payable from Net Revenues of the Water System on a senior basis to the 2024 Bonds.

2021 Bonds. On December 2, 2021, the City issued its Water Revenue Refunding Bonds, Series 2021 (Federally Taxable) (the "**2021 Bonds**") in the original aggregate principal amount of $67,550,000, of which $62,625,000 was outstanding as of June 30, 2024. The 2021 Bonds mature in 2043 and bear interest at rates between 0.541% and 2.949% per annum. The 2021 Bonds are payable from Net Revenues on a parity with the 2024 Bonds.

Additional Parity Obligations. The City is permitted to incur additional obligations that are payable from Net Revenues on a parity with the 2024 Bonds in the future upon satisfaction of the conditions that are described under the caption "SECURITY FOR THE BONDS—Additional Parity Bonds."

Financial Statements

A copy of the most recent audited financial statements of the City prepared by Badawi & Associates, CPAs (the "**Auditor**") is set forth in Appendix A. The Auditor's letter dated _____, 2024 is located at the beginning of the Financial Section therein.

The summary operating results that are contained under the caption "WATER SYSTEM FINANCIAL INFORMATION—Historical Operating Results and Debt Service Coverage" are derived from these financial statements and audited financial statements for prior Fiscal Years (excluding certain non-cash items and after certain other adjustments), and are qualified in their entirety by reference to such statements, including the notes thereto.

The City accounts for moneys received and expenses paid in accordance with GAAP. Generally, the City recognizes revenues and expenses on the full accrual basis of accounting, meaning that revenues are recognized in the accounting period in which they are earned and expenses are recognized in the period in which they are incurred, regardless of when the related cash flows take place. However, in certain cases, GAAP requires or permits moneys that are collected in one Fiscal Year to be recognized as revenue in a subsequent Fiscal Year and requires or permits expenses that are paid or incurred in one Fiscal Year to be recognized as expenses in a subsequent Fiscal Year. See Note 1.c to the financial statements that are set forth in Appendix A. Except as otherwise expressly noted herein, all financial information that has been derived from the City's audited financial statements reflects the application of GAAP.

The Water Enterprise Fund of the City has a separate set of self-balancing accounts and is accounted for as a proprietary fund type (enterprise fund) using the economic resources measurement focus. In governmental accounting, enterprise funds are used to account for operations that are financed and operated in a manner similar to private business enterprises, where the intent is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis are to be financed or recovered primarily through user charges, or where periodic determination of revenues earned, expenses incurred and/or net income is deemed appropriate for capital maintenance, public policy, management control, accountability or other purposes.

THE WATER SYSTEM

General

The City supplies potable water to approximately 34,145 single family and multi-family residential connections and potable and recycled water to approximately 5,580 commercial, industrial, irrigation and other connections. See the caption "—Historical Water System Connections."

The City's water sources include: (i) groundwater pumped from City-owned wells in the Chino Basin; (ii) imported SWP water which the City purchases from WFA; (iii) desalted groundwater which the City purchases from CDA; (iv) groundwater and/or surface water which the City purchases from SAWCO; and (v) recycled water which the City purchases from IEUA. See the caption "—Water Supply" for a detailed description of the City's various water sources.

The Water System includes 17 active groundwater wells and five inactive groundwater wells in the Chino Basin, 12 reservoirs with a total combined storage capacity of approximately 75 million gallons, six booster stations, 18 pressure regulating stations and approximately 618 miles of potable water pipelines varying in size from 2 inches to 42 inches, as well as approximately 56 miles of recycled water pipelines. The City maintains nine interconnections with neighboring water systems to ensure a stable water supply during emergencies or other disruptions to the Water System. Two proposed new wells are expected to be added by 2028.

The City's Water Master Plan also anticipates the construction of a total of seven new groundwater wells by 2040 to serve development in Ontario Ranch (as discussed under the caption "THE CITY—Land Use and Service Area"). There can be no assurance that such wells will be constructed as currently contemplated.

In addition to wellhead treatment facilities which the City operates at City-owned groundwater wells, the City owns treatment capacity in the WFA Treatment Plant, which treats imported SWP water, and in CDA facilities, which treat local brackish groundwater, in each case along with other regional partners.

Water Quality

General.

The Water System's largest water source is groundwater which the City pumps from City-owned wells in the Chino Basin. Although the quality of such water is generally good, the City does maintain wellhead treatment facilities for City-owned wells to treat nitrate and perchlorate concentrations when such contaminants are 80% or more of the regulatory drinking water standard. Additionally, CDA extracts groundwater from the lower portion of the Chino Basin and treats for nitrate, total dissolved solids, perchlorate, 1,2,3-Trichloropropane, trichloroethylene and perchloroethylene.

The presence of such contaminants in limited concentrations is typical of groundwater in the Chino Basin and reflects agricultural land uses as well as past industrial practices on the land overlying the Chino Basin. The City has previously deactivated wells when high levels of contaminants were detected at 80% or more of the regulatory drinking water standard. Alternatively, the City has constructed replacement wells at other locations where contaminant levels were naturally below the regulatory drinking water standard or constructed treatment facilities using state approved technologies for contaminant reduction. In the event that the City were compelled to take similar action in the future, the City does not anticipate that there would be a material effect on its ability to generate sufficient Net Revenues to pay the 2024 Bonds.

Salinity levels also affect portions of the groundwater within the Chino Basin, although this is not a significant source of concern for the City's wells.

Water from the City's other sources of potable supply, including purchases of imported SWP water (treated by WFA), desalted groundwater from CDA and groundwater purchased from SAWCO, is in each case treated prior to introduction to the Water System and meets all applicable regulatory standards. Similarly, the City's recycled water supplies, which are purchased from IEUA and CVWD, are suitable for landscape irrigation under Title 22 of the California Code of Regulations.

Per- and polyfluoroalkyl substances ("PFAS"). In 2019, the State of California Water Resources Board's Division of Drinking Water (the "**Division**") lowered the Notification Levels (the "**NLs**") for Perfluorooctanoic acid ("**PFOA**") and Perfluorooctanesulfonic acid ("**PFOS**") to 5.1 and 6.5 parts per trillion ("**PPT**"), respectively. NLs are non-regulatory, precautionary health-based measures for concentrations of chemicals in drinking water that warrant notification and further monitoring and assessment. In 2020, the Division lowered the Response Level (the "**RL**") for PFOA and PFOS from 70 PPT, combined, to 10 and 40 PPT, respectively. RLs are non-regulatory, precautionary health-based measures that are set at higher levels than NLs and represent thresholds at which the Division recommends that water systems remove a water source from use or treat it. In April 2024, the US Environmental Protection Agency ("**US EPA**") announced primary drinking water standards for 5 individual PFAS chemicals and a PFAS chemical mixture, effective June 25, 2024. The US EPA set individual limits for PFOA at 4.0 PPT, PFOS at 4.0 PPT, perfluorohexanesulfonic acid ("**PFHxS**") at 10 PPT, perfluorononanoic acid ("**PFNA**") at 10 PPT, and hexafluoropropylene oxide dimer acid ("**HFPO-DA**"), also known as Gen-X, at 10 PPT, and a health-based water concentration limit (Hazard Index) at 1 (unitless) for four PFAS chemicals when present as a mixture. The Hazard Index (HI) regulatory drinking water standard defines when the combined levels of two or more of these four PFAS, PFHxS, PFNA, HFPO-DA, and perfluorobutanesulfonic acid ("PFBS"), are greater than 1, requires action. Since the HI is made up of a sum of fractions, each fraction compares the level of each PFAS measured in the water to their health-based water concentrations. The HI indicates a level at which no known or anticipated adverse effects on the health of persons occur and allows for an adequate margin of safety with respect to health risk associated with a mixture of PFAS in finished drinking water.

PFOA and PFOS are fluorinated organic chemicals which are part of a family of synthetic compounds referred to as PFAS. PFAS are water and oil resistant substances that were previously used in a variety of manufacturing processes, including consumer products, and industrial applications. They are often present in water supplies which are impacted by wastewater treatment plant effluents, landfills, airports, or active or former military installations. The City understands that recent technological advances have enabled water agencies to detect PFAS compounds at very low concentrations.

To date, PFAS has been detected in the City's groundwater wells, in the Chino Basin, at low-level concentrations. The City's goal is to ensure that all drinking water served to customers does not contain PFAS in amounts above the regulatory drinking water standards. The City monitors PFAS in its groundwater wells at locations within a 2 mile radius of an airport, landfill, or previous groundwater source(s) that have resulted in PFAS detections from the 3rd edition of the Unregulated Contaminant Monitoring Rule ("UCMR"). Additionally, the City monitored for 29 PFAS chemicals at its entry points to the distribution system during the 5th edition of UCMR where PFAS was detected at low-level concentrations but below the regulatory drinking water standard. To date, PFAS has not been detected in the City's groundwater wells in the Chino Basin in concentrations above the NLs for PFOA and PFOS. The City's goal is to ensure that all drinking water served to customers does not contain PFAS in amounts which are above the NLs (which are lower than the RLs). The City has tested the water within its distribution system for PFAS under the UCMR3 (Unregulated Contaminant Monitoring Rule) and the Division's 2018 Monitoring Order, resulting in a "non-detect" determination.

The City also notes that: (i) imported SWP and treated water from SAWCO do not contain PFAS; and (ii) CDA's desalting processes treats groundwater using a reverse osmosis process, which removes PFAS.

The City does not anticipate that implementation of the lowered PFAS RL by the Division will have a material adverse effect on the operation of the Water System or the costs thereof. The projected operating results which are set forth under the caption "WATER SYSTEM FINANCIAL INFORMATION—Projected

Operating Results and Debt Service Coverage" do not assume significant increases in water treatment or other Water System operating costs to meet Federal drinking water regulations relating to PFAS.

Water Supply

The City has five sources of water: (i) groundwater pumped from City wells in the Chino Basin, as discussed under the subcaption "—Groundwater" below; (ii) imported SWP water which the City purchases from WFA, as discussed under the subcaption "—Imported Water" below; (iii) desalted groundwater which the City purchases from CDA, as discussed under the subcaption "—Desalter Water" below; (iv) groundwater and surface water which the City purchases from SAWCO, as discussed under the subcaption "—SAWCO" below; and (v) recycled water which the City purchases from IEUA, as discussed under the subcaption "—Recycled Water" below).

See the captions "—Historical Water System Supply" and "—Projected Water System Supply" for historical and projected information with respect to the City's sources of water supply.

Groundwater. The City is entitled to pump approximately 29,461 acre feet of groundwater per year as a party to the Appropriative Pool (as discussed below), and an additional 1,151 acre feet of groundwater per year as a party to the Non-Agricultural Pool (as discussed below), from the Chino Basin without paying a replenishment assessment. The actual amount that is available to be pumped in any year varies based on the safe yield of the Chino Basin and other factors as described below. Groundwater is extracted from 17 currently active City-owned wells in the Chino Basin.

Approximately 56% (16,386 acre feet) of the Water System's potable water supply in Fiscal Year 2023 was pumped from City-owned wells in the Chino Basin. Under a program known as the Conjunctive Use Program, the City has entered into water storage agreements which permit storage of imported surface water and recycled water in the Chino Basin, with such water to be extracted during dry hydrological years in lieu of importing SWP water. The City did not extract any water under the Conjunctive Use Program in Fiscal Year 2023.

The Chino Basin is managed by the Chino Basin Watermaster (the "**Watermaster**"), which seeks to optimize the Chino Basin's safe yield, provide replenishment supplies to offset overproduction and levy and collect administrative and replenishment assessments. The Watermaster was created pursuant to the terms of a January 27, 1978 judgment (the "**Judgment**") entered in Superior Court of California, County of San Bernardino (the "**Court**") Case No. RCV 51010 (formerly Case No. SCV 164327) entitled *Chino Basin Municipal Water District v. City of Chino, et al*. The Watermaster administers the Judgment and provides a forum for Chino Basin stakeholders to work cooperatively in managing the Chino Basin to meet regional water supply needs.

The Judgment established the following three pool committees:

(1) the Agricultural Pool, which includes the State and all overlying producers of water for uses other than industrial or commercial purposes; allocations to this pool are expected to decrease over time as formerly agricultural land (including land within the City in Ontario Ranch, as discussed under the caption "THE CITY—Land Use and Service Area") is developed for non-agricultural uses;

(2) the overlying Non-Agricultural Pool, which represents producers of water for industrial or commercial purposes, and through which the City currently has annual base extraction rights of approximately 3,921 acre feet of water per year, or approximately 53% of the total extraction rights; such water can be used to supply water to City-owned property and is not available for delivery to Water System customers; and

(3) the Appropriative Pool, which represents the City and other cities, districts, public and private utilities and certain other users; the City currently has annual base extraction rights of approximately 8,470

acre feet of water per year from the Appropriative Pool, or approximately 21% of the total extraction rights; allocations to this pool are expected to increase over time as formerly agricultural land (including land within the City in Ontario Ranch, as discussed under the caption "THE CITY—Land Use and Service Area") is developed for non-agricultural uses; currently, the City has additional rights to approximately 5,866 acre feet of water per year as a result of such land use conversions. Such amount is expected to increase as land continues to be developed.

The representatives of the pool committees constitute an Advisory Committee that advises the Watermaster's nine member board, which is comprised of representatives of each of the three pools as well as representatives from the wholesale water agencies within the Chino Basin.

The Judgment was amended in 2000 through the signing of the Peace Agreement, which, among other things, established procedures to implement an Optimum Basin Management Program (the "**OBMP**") to preserve and enhance the Chino Basin's safe yield and water quality through the construction of desalters and other measures, and again in 2007 through the signing of the Peace II Agreement, which, among other things, provided for the expansion of desalters to treat groundwater degraded by past agricultural practices.

Watermaster staff provide accounting services for water appropriations and groundwater storage, groundwater monitoring services, services related to the implementation of special projects within the Chino Basin service area and services related to the purchase of replenishment water, when available. The Watermaster's operations are governed by the Judgment, the OBMP, the Peace Agreement, the Peace II Agreement and rules and regulations approved by the Watermaster's board. The Watermaster is considered an arm of the Court and reports to the Court on a regular basis as part of the Court's ongoing jurisdiction to enforce the Judgment.

The Watermaster estimates that the Chino Basin, which is approximately 235 square miles in area, currently holds approximately 5,000,000 acre feet of water and has an additional 1,000,000 acre feet of unused capacity. The amount of groundwater held in the Chino Basin fluctuates depending upon precipitation, pumping demand and the availability of replenishment water. Replenishment water has not been available in every year, resulting in limitations on the Watermaster's ability to recharge the Chino Basin. However, local replenishment supplies have been available in the form of purchases of water held in local storage accounts to offset overproduction. In addition, individual agencies, including the City, have the ability to purchase recycled water to offset their overproduction.

For Fiscal Year 2023, the amount of native groundwater available for pumping was approximately 131,000 acre feet. If the City's production is in excess of the City's appropriative rights, the City may utilize water that it has stored in the Chino Basin, purchase water from another Chino Basin groundwater producer or pay the Watermaster a replenishment assessment fee in the current amount of $741 per acre foot. In addition, the City pays the Watermaster administrative and OBMP assessments based on prior year production. Such assessments were equal to $42.39 and $55.08 per acre foot, respectively, for Fiscal Year 2023. The assessments provide funding for Watermaster staffing, administrative overhead costs and the Watermaster's implementation of the OBMP.

Pursuant to the Judgment, the City's current annual Chino Basin base extraction rights are approximately 8,470 acre feet of groundwater as a party to the Appropriative Pool and an additional 3,921 acre feet of groundwater annually as a party to the Non-Agricultural Pool. However, the City's total annual appropriative rights in the Chino Basin vary based on the safe yield of the Chino Basin, the Watermaster's allocation of unused Agricultural Pool rights, the City's annual purchases from other producers and other factors. Based on the foregoing factors, the amount that is actually available for pumping is currently approximately 30,612 acre feet per year. The City usually underproduces its available appropriative rights in any given year.

The City also purchases recycled water from IEUA, and has a contract right to purchase up to 3,000 acre foot per year share of recycled water that is allocated to the City of Fontana, another IEUA member, in each case for the purpose of recharging the Chino Basin. In Fiscal Year 2023, the City purchased 2,903 acre foot of recycled water from the City of Fontana, and its recycled water credits totaled 6,523 acre feet into the City's Chino Basin storage account. The City can elect not to purchase any recycled water from the City of Fontana due to storage limitations as happened in Fiscal Year 2021. Any such purchases in future years will be credited to the City's Chino Basin storage account. The City's contract with the City of Fontana runs through 2030, with a 10-year extension available at the City's request.

As of June 30, 2023, the City had a total of 123,135 acre feet of water in its Chino Basin storage account, including recycled water and imported supplies, stormwater recharge credits, rights arising from the City's ownership of SAWCO shares (as discussed under the subcaption "—SAWCO" below) and purchases of stored water from other Chino Basin groundwater producers.

In 2019, the City entered into an agreement under which the City permanently acquired 955 acre feet of overlying Non-Agricultural Pool groundwater rights of a private water producer called GenOn California South LP, as well as approximately 3,740 acre feet of stored groundwater, for a total purchase price of $14.1 million. This acquisition and the associated payments were completed in Fiscal Year 2021.

As an adjudicated groundwater basin, the Chino Basin is not subject to the provisions of Assembly Bill No. 1739 and Senate Bill Nos. 1168 and 1319 (collectively, the Sustainable Groundwater Management Act, or "**SGMA**"), which was enacted on September 16, 2014. The SGMA constitutes a legislative effort to regulate groundwater on a Statewide basis.

Imported Water. Approximately 14% (4,055 acre feet) of the Water System's potable water supply in Fiscal Year 2023 was SWP water that the City purchased from WFA.

WFA was created on February 19, 1980 pursuant to a joint powers agreement (the "**WFA Joint Powers Agreement**") among the City, Monte Vista Water District and the cities of Chino, Chino Hills and Upland. WFA is located in the City of Upland and is governed by a five-member board to which the City is entitled to appoint one representative. The City owns a 25 million gallon per day ("**mgd**") capacity interest in the WFA Treatment Plant, which is operated by WFA.

Under the terms of the JPA Agreement, WFA collects from the City: (i) fixed and variable operating costs of WFA (primarily related to the SWP, as discussed below), which costs are not limited in amount; and (ii) certain fixed project costs allocable to the City, including debt service on WFA bonds. The current cost of WFA water is approximately $856 per acre foot. In Fiscal Year 2024, the City projects that payments to WFA under the WFA JPA Agreement will be approximately $9.8 million, including approximately $8.8 million in fixed costs attributable to the SWP and WFA. The obligation of the City to make payments under the WFA JPA Agreement is payable as a Maintenance and Operation Cost of the Water System.

WFA operates the WFA Treatment Plant, which is located in the City of Upland, for the benefit of the City and the other WFA members. Untreated SWP water is treated and disinfected at the WFA Treatment Plant prior to delivery to WFA members. The WFA Treatment Plant commenced operations in 1988 and has a total capacity of up to 81 mgd, with the City holding rights to 25.4 mgd of this capacity. The City also holds an ownership interest in 31.4% of the WFA Treatment Plant's operating capacity.

WFA obtains untreated water from IEUA, which is a member agency of The Metropolitan Water District of Southern California ("**MWD**"), which in turn is an SWP contractor. SWP water originates in northern California. All water purchased by WFA is treated at the WFA Treatment Plant prior to delivery to the City and WFA's other members.

The State of California Department of Water Resources ("**DWR**"), which operates the SWP, as well as WFA, IEUA and MWD, face various challenges in the continued supply of water for WFA, including a prolonged drought in northern California that is affecting water supplies. A description of these challenges as well as a variety of other operating information with respect to DWR, IEUA and MWD is included in certain disclosure documents prepared by such entities. DWR, IEUA and MWD have certain publicly available documents and have entered into certain continuing disclosure agreements pursuant to which they are contractually obligated for the benefit of owners of certain of their outstanding obligations to file annual reports, notices of certain events as defined under Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time ("**Rule 15c2-12**"), and annual audited financial statements (collectively, the "**SWP Information**") with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System ("**EMMA**"), which is accessible on the Internet at https://emma.msrb.org/. None of the SWP Information is incorporated into this Official Statement by reference thereto, and the City make no representation as to the accuracy or completeness of such information. NONE OF DWR, WFA, IEUA OR MWD HAS ENTERED INTO ANY CONTRACTUAL COMMITMENT WITH THE CITY, THE TRUSTEE OR THE OWNERS OF THE 2024 BONDS TO PROVIDE SWP INFORMATION TO THE CITY OR THE OWNERS OF THE 2024 BONDS.

NONE OF DWR, WFA, IEUA OR MWD HAS REVIEWED THIS OFFICIAL STATEMENT OR MADE REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED OR INCORPORATED HEREIN, INCLUDING INFORMATION WITH REGARD TO THE SWP. NONE OF DWR, WFA, IEUA OR MWD IS CONTRACTUALLY OBLIGATED, AND NONE HAS UNDERTAKEN, TO UPDATE SUCH INFORMATION FOR THE BENEFIT OF THE CITY OR THE OWNERS OF THE 2024 BONDS UNDER RULE 15c2-12.

Desalter Water. Approximately 29% (8,589 acre feet) of the Water System's potable water supply in Fiscal Year 2023 was desalted groundwater that the City purchased from CDA.

The City is a member agency of CDA, a joint powers authority that manages the production, treatment and distribution of desalted water extracted from the Chino Basin. CDA was established in 2001 pursuant to a joint powers agreement among IEUA, the cities of Chino and Chino Hills, Jurupa Community Services District, the Santa Ana River Water Company and the City. In 2008, Western Municipal Water District was added as a member of CDA.

CDA purifies brackish groundwater that is pumped from the Chino Basin by removing total dissolved solids and nitrates. Groundwater is extracted from approximately two dozen CDA-owned wells in the Chino Basin. Treatment occurs at CDA's Chino Desalter I and Chino Desalter II facilities. Chino Desalter I, which was originally constructed in 2000, consists of a reverse osmosis water treatment facility, including associated wells and distribution pipelines, with a design capacity of 14.2 mgd. Chino Desalter II, which was originally constructed in 2006, consists of reverse osmosis (6 mgd) and ion exchange treatment (4 mgd) facilities, including associated wells and distribution pipelines.

CDA completed the construction of the Chino Desalter II Phase 3 Expansion project in 2014, which was designed to increase groundwater pumping from the lower Chino Basin and provide additional water capacity of 10,600 acre feet per year (or approximately 9.5 mgd). The City was a participant in the Phase 3 Expansion project together with Jurupa Community Services District and Western Municipal Water District. The project included new capital improvements to the Water System: a new pump station and a new pipeline to deliver additional water supplies to the City.

As project participants, the City, Jurupa Community Services District and Western Municipal Water District were responsible for funding the cost of the $156 million project, net of grants. Through June 30, 2021, the City's total share of the cost of the project was $48 million, excluding the City's internal costs and capitalized interest, less $27.5 million in grant funding, for a net expected cost of $20.5 million. The City's

participation in the Chino Desalter II Phase 3 Expansion project has resulted in additional capacity rights of approximately 3,921 acre feet of water per year. Final cost reconciliation for the Chino Basin Desalter II Phase 3 Expansion Project has been completed, and the City does not expect to incur additional costs. In addition, all of the City's costs have now been financed or provided through grants and the City does not expect to enter into additional debt to finance its obligations with respect to the project.

The City receives treated desalter water from CDA through dedicated transmission pipeline facilities pursuant to a Transportation Agreement, dated as of January 1, 2002, by and among CDA, Jurupa Community Services District, the City of Norco, the Santa Ana River Water Company and the City.

The delivery of desalter water to the City is governed by the terms of an Amended and Restated Water Purchase Agreement entered into in 2011 between the City and CDA (the "**Water Purchase Agreement**"). Pursuant to the Water Purchase Agreement, CDA has agreed to provide the City, and the City has agreed to take or pay for, 8,533 acre feet of desalter water each Fiscal Year (including the additional capacity provided by the Chino Basin Desalter II Phase 3 Expansion project), which currently represents approximately 35% of the total desalter water allotment among CDA members. The City can also buy desalter water in excess of its annual allotment when available.

The Water Purchase Agreement, together with similar agreements entered into by the other CDA members, enables CDA to provide for the development, financing, construction, operation and maintenance of the Chino Desalter I and Chino Desalter II facilities. The Water Purchase Agreement is a "take-or-pay" contract, and, accordingly, payments are due to CDA whether or not water is furnished to the City and whether or not the Chino Desalter I and Chino Desalter II facilities are operable, operated or retired. Such payments are not subject to any reduction and are not conditioned upon performance by CDA or any other CDA member under any agreement.

Payments by the City under the Water Purchase Agreement are treated as Maintenance and Operation Costs of the Water System. The City's obligation is several and the City is not liable under the Water Purchase Agreement for the obligations of any other CDA member.

CDA's charges to the City under the Water Purchase Agreement are sufficient to cover the City's share of the following costs of the Chino Desalter I and Chino Desalter II facilities:

(i) Fixed Project Costs, consisting of debt service on CDA bonds and reserves for repair and replacement (the City's share of debt service on CDA bonds is currently approximately 6.7%, but such share could change if other CDA members prepay their share of debt service as permitted by their water purchase agreements);

(ii) Fixed O&M Costs, consisting of operation and maintenance costs that do not vary depending upon the amount of water delivered to CDA members; and

(iii) Variable O&M Costs, consisting of operation and maintenance costs that vary depending upon the amount of water delivered to CDA members.

CDA faces various challenges in the continued supply of desalter water to the City. A description of these challenges as well as a variety of other operating information with respect to CDA is included in certain disclosure documents prepared by CDA. CDA has certain publicly available documents and has entered into certain continuing disclosure agreements pursuant to which it is contractually obligated for the benefit of owners of certain of its outstanding obligations to file annual reports, notices of enumerated events as defined under Rule 15c2-12 and annual audited financial statements (the "**CDA Information**") with EMMA. None of the CDA Information is incorporated into this Official Statement by reference thereto, and the City makes no representation as to the accuracy or completeness of such information. CDA HAS NOT ENTERED INTO ANY CONTRACTUAL COMMITMENT WITH THE CITY, THE TRUSTEE OR THE OWNERS OF THE

2024 BONDS TO PROVIDE CDA INFORMATION TO THE CITY OR THE OWNERS OF THE 2024 BONDS.

CDA HAS NOT REVIEWED THIS OFFICIAL STATEMENT AND HAS NOT MADE REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED OR INCORPORATED HEREIN, INCLUDING INFORMATION WITH REGARD TO CDA. CDA IS NOT CONTRACTUALLY OBLIGATED, AND HAS NOT UNDERTAKEN, TO UPDATE SUCH INFORMATION FOR THE BENEFIT OF THE CITY OR THE OWNERS OF THE 2024 BONDS UNDER RULE 15c2-12.

SAWCO. Less than 1% (412 acre feet) of the Water System's potable water supply in Fiscal Year 2023 was obtained from SAWCO, a mutual water company in which the City owns 295 shares, which entitles the City to purchase up to 600 acre feet of water per year.

SAWCO is located in unincorporated San Bernardino County north of the City of Upland and holds groundwater rights in the Chino Basin, which is discussed in detail under the caption "—Groundwater," among other water sources. SAWCO was formed in 1882 to provide a source of water to residents in the Ontario and Upland areas. Over time, SAWCO's shareholders came to include local municipalities, golf courses and other private entities. Currently, SAWCO's largest shareholders are the City of Upland, which holds approximately 70% of outstanding shares, Monte Vista Water District, which holds approximately 5% of outstanding shares, and the City. Individual domestic water customers constitute less than 10% of current shareholders. The City's 295 shares constitute approximately 4% of outstanding SAWCO shares. SAWCO is governed by a 7-member board that is elected by shareholders each year.

SAWCO's water system includes 9 reservoirs holding approximately 9.45 million gallons of water for both domestic and irrigation use, 3 active wells used to supply domestic water and 7 active wells used to supply irrigation water, 9 booster stations, 19 booster pumps and 46 miles of pipeline. Over the last ten years SAWCO supplied an average of 11,500 acre feet of water per year to its shareholders.

SAWCO water supplies include groundwater and surface water from five sources, including the San Antonio Creek, the San Antonio Tunnel, the Chino Basin, the Cucamonga groundwater basin and the Six Basins groundwater basin. SAWCO's production rights from such sources total an average of approximately 29,221 acre feet of water per year (with rights to the San Antonio Creek and the San Antonio Tunnel constituting a percentage of available flow and therefore subject to annual variations depending on hydrological conditions each year). SAWCO's annual production from such sources is at or near its full production rights. Annual production from the San Antonio Creek and San Antonio Tunnel in 2023 was approximately 10,096 acre feet and 3,078 acre feet, respectively.

The City expects to receive its full entitlement of 600 acre feet of SAWCO water in 2024 at a rate of $296.208 per acre foot. A portion of this entitlement is expected to be stored in the Chino Basin for credit to the City's Chino Basin storage account. See the subcaption "—Groundwater" above.

Recycled Water. The City supplied approximately 8,758 acre feet of recycled water to customers in Fiscal Year 2023. The City's source of recycled water is treated wastewater produced by IEUA at four regional tertiary wastewater treatment plants that are owned and operated by IEUA. Under a 1972 agreement, the City is entitled to purchase recycled water in an amount up to its pro rata share of sewage contributed to the regional wastewater treatment system. The 1972 agreement expired in January 2023 and the City extended the terms of the Agreement via Section 29. IEUA is currently operating the recycled water program via ordinance which does not include material changes in the City's recycled water entitlement.

The City uses recycled water to recharge the Chino Basin and to sell directly to irrigation and industrial customers. Sales to retail customers are on a metered basis, reducing the amount of potable water

that the City is required to supply in order to meet overall demand. In Fiscal Year 2023, the City's average cost to purchase recycled water for direct delivery to customers was $490 per acre foot.

Drought Declarations

State Orders. The water years 2020 through 2022 combined ranked as the three driest years in California's statewide precipitation record. (A water year begins on October 1 and ends on the following September 30.) While severe drought conditions did not materially impact the City's water supplies during such period, beginning in April 2021, the Governor issued a series of drought emergency proclamations affecting various counties throughout the State, culminating in an October 19, 2021 proclamation declaring a drought state of emergency to be in effect statewide and directing all local water suppliers to implement water shortage contingency plans at a level appropriate to local conditions. A water shortage was not triggered under the City's water shortage contingency plan due to its sufficient supply-demand balance and demand reduction measures were not implemented.

On March 28, 2022, the Governor issued an executive order directing the State Water Resources Control Board ("**SWRCB**") to consider adopting regulations by May 25, 2022, to require urban water suppliers with water shortage contingency plans to implement, at a minimum, shortage response actions for a shortage level of up to 20 percent (a "Level 2" shortage). On May 24, 2022, in response to the executive order, the SWRCB adopted a new emergency water conservation regulation. The new regulation temporarily banned irrigating turf with potable water at commercial, industrial, and institutional properties, such as grass in front of or next to large industrial or commercial buildings. The ban did not include watering turf used for recreation or other community purposes, water used at residences or water to maintain trees. The regulation also required all urban water suppliers to implement conservation actions under Level 2 of their water shortage contingency plans. Complying with state requirements, the City launched a targeted outreach campaign designed to notify customers of the new water use restrictions, encourage a 20% voluntary reduction in water use by all customers, and provide tips and resources for conserving water. However, under supply and demand projections, the City had sufficient supplies to serve customers without triggering a Stage I Water Shortage under the City's water shortage contingency plan.

On May 24, 2023, Governor Newsom issued an executive order easing water restrictions that were no longer necessary following a series of storms that ended the drought. The initial SWP allocation for 2023 was 5%, and increased to 30% in February 2023 and again to 75% in March 2023, with a final allocation of 100% announced in April 2023 as a result of improved water supply conditions. As of April 2024, the SWP allocation for 2024 is 30% and expected to increase based on total precipitation and snowfall.

In 2018, Senate Bill 606 and Assembly Bill 1668 were signed into law and established a new framework for long-term improvements in urban water use efficiency and drought planning as California adapts to climate change impacts. Senate Bill 606 and Assembly Bill 1668 require that long-term urban water use efficiency standards be set so that urban retail water suppliers' urban water use objectives, together with other water uses excluded from the long-term standards, would exceed the statewide 2020 water conservation targets required pursuant to SB X7-7. Senate Bill 606 and Assembly Bill 1668 require the California Department of Water Resources, in coordination with the SWRCB, adopt long-term standards, appropriate variances, guidelines, and methodologies for calculating urban water use objectives by June 30, 2022. The urban water use objective is the sum of the aggregate estimates of:

- Efficient indoor residential water use
- Outdoor residential water use
- Outdoor irrigation of landscape areas with dedicated irrigation meters or equivalent technology in connection with commercial, industrial, and institutional ("CII") water use
- Water losses
- Approved variances
- Bonus incentive (i.e. potable water reuse)

The SWRCB has held a series of workshops and public comment periods to obtain feedback on the proposed regulations. It is expected they will adopt the final rule in mid-2024. Under the proposed language, urban water suppliers, including the City, will be required to achieve their objective by January 1, 2027.

Water Shortage Contingency Plan. The City's water shortage contingency plan, which is referred to as the Water Conservation Plan, calls for the City to respond to a water shortage in stages as follows:

- Voluntary Stage: All persons within the City are encouraged to voluntary do the following: avoid hose washing of sidewalks, walkways and other paved surfaces, wash motor vehicles using a bucket or hose equipped with a positive shutoff nozzle, avoid using water to clean or fill decorative fountains or ponds unless such water is part of a recycling system, promptly repair all leaks from indoor and outdoor plumbing fixtures, avoid watering landscape areas between 6:00 a.m. and 6:00 p.m., avoid causing or allowing the water to run off landscape areas into adjoining streets or other paved areas

- Stage 1 is intended to effect a reduction in water use of up to 10%. Under Stage 1, wasteful use of water (including using hoses without shutoff nozzles, irrigating landscaping between the hours of 9:00 a.m. and 4:00 p.m. and washing down paved areas) is prohibited. No water shall be used to clean, fill or maintain levels in decorative fountains, ponds, or lakes unless part of a recycling system. In addition, plumbing leaks must be repaired within 3 days of notification by the City.

- Stage 2 is intended to effect a reduction in water use of up to 20%. Under Stage 2, the Stage 1 restrictions are in place, landscape irrigation is prohibited within 48 hours of rainfall, ornamental turf on public street medians must be irrigated with non-potable water, filling or refilling of empty swimming pools shall not occur without the written permission of the City Manager or his/her designee, and operators of lodging establishments must provide guests with the option not to have linens and towels laundered daily.

- Stage 3 is intended to effect a reduction in water use of up to 30%. Under Stage 3, the Stage 1 and 2 restrictions are in place, landscape irrigation is limited to 4 days per week and the use of potable water for construction activities is prohibited.

- Stage 4 is intended to effect a reduction in water use of up to 40%. Under Stage 4, the Stage 1, 2 and 3 restrictions are in place, landscape irrigation is limited to 2 days per week and 15 minutes per day and vehicles may only be washed at commercial car washes.

- Stage 5 is intended to effect a reduction in water use of up to 50%. Under Stage 5, the Stage 1, 2, 3 and 4 restrictions are in place and landscape irrigation is limited to 1 day per week.

- Stage 6 is intended to effect a reduction in water use of over 50%. Under Stage 6, the Stage 1, 2, 3, 4 and 5 restrictions are in place, landscape irrigation is prohibited, commercial nurseries may only irrigate plants with a hand-held hose equipped with a positive shutoff nozzle, and filling of swimming pools, spas and fountains is prohibited.

The City is empowered to enforce its water shortage contingency plan with successively increasing fines and the installation of flow restriction devices.

The projected Water System operating results that are set forth under the caption "WATER SYSTEM FINANCIAL INFORMATION—Projected Operating Results and Debt Service Coverage" do not reflect the implementation of the Water Conservation Plan. The City does not currently expect that the implementation of the Water Conservation Plan in the future will have a material adverse effect on its ability to pay the 2024 Bonds from Net Revenues. As discussed under the caption "—Water System Rates and Charges," the City's rate structure consists of variable and fixed rate components. Decreased water consumption is partially offset by a decrease in related variable costs, while fixed water charges largely cover the Water System's fixed operating and maintenance costs. In addition, the City has covenanted to set Water System rates and charges

in amounts that it expects to be sufficient to pay the 2024 Bonds from Net Revenues. See the caption "SECURITY FOR THE BONDS—Rate Covenant."

If a water shortage should arise again in the future, legal issues exist as to whether different California Water Code provisions or State regulations will be invoked to manage the allocation of water. Any curtailment pursuant to State orders could necessitate an increase in the City's water rates to Water System customers. See the caption "CONSTITUTIONAL LIMITATIONS ON APPROPRIATIONS AND CHARGES—Proposition 218" for a discussion of certain restrictions on the City's ability to raise water rates.

Historical Water System Supply

The following table shows sources of supply for the Water System for the last five Fiscal Years.

Table 1
City of Ontario
Historical Water Supply

Fiscal Year Ended June 30	*Groundwater*		*Imported Water*[1]		*Desalter Water*		*Recycled Water*[6]		*Total*		*Percentage Increase/ (Decrease)*[2]
	afy[3]	*mgd*	*afy*[3]	*mgd*	*afy*[3]	*mgd*	*afy*[3]	*mgd*	*afy*[3]	*mgd*	
2019[4]	18,060	16.1	6,137	5.5	7,012	6.3	4,330	3.9	35,539	31.7	(6.17)%
2020[5]	18,564	16.6	5,358	4.8	6,174	5.5	4,490	4.0	34,585	30.9	(2.68)
2021	20,281	18.1	6,351	5.7	7,337	6.6	5,594	5.0	39,562	35.3	14.39
2022[7]	18,628	17.0	6,117	6.0	8,927	8.0	5,709	5.0	39,381	35.0	(0.51)
2023[4][7]	16,386	15.0	4,468	4.0	8,589	8.0	5,503	5.0	34,945	31.0	(11.26)

(1) Includes purchases from SAWCO. See the caption "—Water Supply—SAWCO."
(2) Percentage shown is percentage of change in acre feet per year.
(3) Acre feet per year.
(4) Decrease reflects wet hydrological year.
(5) Decrease reflects reductions in water use by commercial and industrial customers as a result of temporary business closings during the COVID-19 outbreak.
(6) Recycled water demand shown shows the recycled water metered values only. Farmers are not included in this total
(7) CDA can produce up to 40,000 acre feet from the Chino Basin every year for the purpose of groundwater cleanup and control of contaminant migration. This production is fixed to achieve the desired groundwater cleanup goal. The member agencies have contract entitlements to receive a total of 35,200 acre feet per year of treated water from CDA. The City's current contract entitlement is 8,533 acre feet per year; however, this may increase in years where the amount of water produced is greater than the projected amount of 40,000 acre feet.

Source: City.

Historical Water System Deliveries

The following table shows potable and recycled water deliveries to Water System customers for the last five Fiscal Years.

Table 2
City of Ontario
Historical Water System Deliveries in Acre Feet[1]

Fiscal Year Ended June 30	*Residential*	*Commercial*	*Industrial/ Government/ Other*	*Recycled*	*Total*	*Percentage Increase/ (Decrease)*
2019[2]	16,960	5,764	7,919	3,884	34,527	(4.19)%
2020[3]	17,332	5,421	7,147	4,150	34,050	(1.38)
2021	19,012	4,113	9,372	5,434	37,931	11.40
2022	18,742	5,081	8,934	5,168	37,924	(0.02)
2023[2]	16,646	4,701	7,287	4,961	33,595	(11.42)

(1) Differences between water deliveries and water supplies set forth under the caption "—Historical Water System Supply" reflect changes in storage levels and unaccounted for water, including water losses and inaccuracies in water meter readings.
(2) Decrease reflects wet hydrological year.
(3) Decrease reflects reductions in water use by commercial and industrial customers as a result of temporary business closings during the COVID-19 outbreak.
Source: City.

Historical water deliveries reflect connections to the Water System as well as water demand, which can be affected by weather conditions, State mandates and other factors.

Historical Water System Connections

The following table shows the number of connections to the Water System for the last five Fiscal Years.

Table 3
City of Ontario
Historical Water System Connections

Connection Type	*Fiscal Year 2019*	*Fiscal Year 2020*	*Fiscal Year 2021*	*Fiscal Year 2022*	*Fiscal Year 2023*
Residential	31,259	32,014	32,813	33,654	34,145
Commercial	3,028	2,967	2,982	3,107	3,085
Industrial[1]	330	322	312	315	318
Government[1]	294	289	362	365	369
Irrigation[1][2]	1,716	1,625	1,604	1,782	1,808
TOTAL	36,627	37,217	38,073	39,223	39,275
Percentage Increase/(Decrease)	2.79%	1.61%	2.30%	3.02	0.13%

(1) Irrigation customers include some recycled water customers. In addition, small numbers of industrial and government customers purchase recycled water from the Water System.
(2) Increase in irrigation connections in Fiscal Year 2022 and 2023 are due to growth in irrigation customers, particularly in the Ontario Ranch area of the City, that includes hydrants, recycled hydrants, and recycled irrigation.
Source: City.

Historical Water System Sales Revenues

The following table shows the sales revenues of the Water System for the last five Fiscal Years. Connection fees are not included in the below numbers.

Table 4
City of Ontario
Historical Water System Sales Revenues

Fiscal Year Ended June 30	*Residential*	*Commercial*	*Industrial/ Government/ Other*	*Recycled*[3]	*Total*	*Percentage Increase/ (Decrease)*
2019[1]	$30,415,545	$22,919,423	$4,921,753	--	$58,256,721	(2.84)%
2020[2]	30,486,577	19,271,343	4,507,990	$267,259	54,533,169	(6.39)
2021	34,165,341	19,269,560	5,783,244	3,876,297	63,094,442	15.70
2022	42,051,304	16,521,372	6,214,511	7,585,241	72,372,428	14.70
2023	43,948,059	17,113,001	6,134,889	2,990,970	70,186,919	(3.02)

(1) Decrease reflects wet hydrological year.
(2) Decrease reflects reductions in water use by commercial and industrial customers as a result of temporary business closings during the COVID-19 outbreak as well as implementation of new billing system in June 2020 that the City estimates understated Fiscal Year 2020 revenues and overstated Fiscal Year 2021 revenues by approximately $1 million - $1.5 million due to a lack of accrual data. The City believes that such problems will not recur in future years as staff gains proficiency in the new billing system.
(3) Prior to Fiscal Year 2020, recycled water revenues were included in the Commercial revenue column.
Source: City.

Water System sales revenues reflect water deliveries as well as adopted rates and charges. See the captions "—Historical Water System Deliveries" and "—Water System Rates and Charges."

Largest Water System Customers

The following table shows the largest Water System customers for the Fiscal Year ended June 30, 2023, as determined by annual payments. The below table reflects information for both potable and recycled water customers of the Water System.

Table 5
City of Ontario
Ten Largest Water System Customers

Customer	*Customer Type*	*Annual Payment*[(1)]	*Percentage of Total Water System Sales Revenues*[(1)]
City Of Ontario	Government	$ 1,629,320	2.32%
New Indy Ontario	Industrial	1,511,207	2.15%
Ontario Montclair School District	Government	628,028	0.89%
Ontario International Airport	Commercial	557,070	0.79%
California Commerce	Commercial	445,696	0.64%
Chaffey Joint Unified	Government	413,197	0.59%
WRPV XIV Ontario TA LLC	Multi-Family	368,172	0.52%
Coca Cola	Industrial	331,619	0.47%
The Ontario Owners Association	Irrigation	304,701	0.43%
Boberg Engineering	Construction	292,005.42	0.42%
Total		$ 6,481,016	9.23%

(1) Totals may not add due to rounding.
Source: City.

These customers accounted for approximately 9.23% of total Water System sales revenues and service charges of $70,186,919 in Fiscal Year 2023.

Water System Rates and Charges

General. The Water System's rates and charges are set by the City Council and are not subject to the jurisdiction of, or regulation by, the California Public Utilities Commission or any other regulatory body. The City is, however, required to comply with the notice, hearing and majority protest provisions of Article XIIID of the State Constitution, which is popularly known as Proposition 218, as to Water System rates and charges. See the caption "CONSTITUTIONAL LIMITATIONS ON APPROPRIATIONS AND CHARGES—Proposition 218" for further information with respect to Proposition 218.

The City annually determines the adequacy of the charge structure for water service in the service area after full consideration of expected operations, maintenance, capital costs and capital repayment obligations of the Water System. The City Council sets water rates and charges at a level that it determines is sufficient to pay all Maintenance and Operation Costs of the Water System, to make debt service payments and to maintain appropriate reserves for the Water System.

In July 2023, the City Council adopted rates commencing July 19, 2023 (the "**Rate Plan**") in accordance with the provisions of Proposition 218. The adopted Rate Plan includes a rate increase of approximately 6% effective July 1, 2024. There is no assurance that the City Council will not repeal or modify the rates that are set forth in the Rate Plan in the future or that the City's ratepayers will not approve an initiative to repeal or modify any increase in water rates and charges approved by the City Council. The City has covenanted to set rates and charges at levels that are sufficient to pay Maintenance and Operation Costs and debt service on the 2024 Bonds and any future Parity Bonds. See the caption "SECURITY FOR THE BONDS—Rate Covenant."

The projected operating results which are set forth under the caption "WATER SYSTEM FINANCIAL INFORMATION—Projected Operating Results and Debt Service Coverage" assume Water System rate increases of between 3% and 5% per annum beginning in Fiscal Year 2025 which have not yet been adopted by the City Council. There can be no assurance that Water System rates will be increased as projected herein. In the event that the City Council does not adopt such rate increases as currently contemplated, Water System operating results could be materially different from the projections in this Official Statement.

Adopted Rates and Charges. The City's water rates and charges include: (1) a commodity rate; (2) a fixed monthly charge; and (3) fire service rates.

(1) Commodity Rates. The City imposes commodity rates for residential customers on a tiered basis per hundred cubic feet of water ("**HCF**") used in each billing cycle. Tier 1 (0-10 HCF per billing cycle for single family residential customers) generally reflects efficient indoor and outdoor use, while Tier 2 (11-18 HCF or more per billing cycle for single family residential customers) reflects average use and Tier 3 (18+ HCF per billing cycle for single family residential customers) reflects inefficient use. Current commodity rates are set forth below.

Table 6
City of Ontario
Water Commodity Rates per HCF

Water Use Type	*Effective July 19, 2023*	*Effective July 1, 2024*
Tier 1	$2.28	$2.40
Tier 2	3.63	3.82
Tier 3	4.38	4.59
Recycled	2.92	3.07

Source: City.

(2) Fixed Monthly Charge. The City imposes the following fixed monthly water service charges based on water meter size:

Table 7
City of Ontario
Fixed Monthly Water Service Charges

	Effective July 19, 2023		*Effective July 1, 2024*	
Meter Size	*Potable Water*	*Recycled Water*	*Potable Water*	*Recycled Water*
5/8"	$ 29.19	$13.65	$30.65	$14.88
3/4"	39.09	15.78	41.01	17.20
1"	58.89	20.04	61.84	21.85
1½"	108.40	30.70	113.82	33.46
2"	167.81	43.48	176.20	47.40
3"	355.94	83.97	373.73	91.53
4"	633.18	143.63	664.84	156.56
6"	1,296.58	286.40	1,361.40	312.18
8"	2,385.74	520.79	2,505.02	567.67
10"	3,771.94	92.11	3,960.54	892.83

Source: City.

(3) Fire Service Rates. In addition to the above rates and charges, the City imposes the following fixed monthly charges for fire serve based on water meter size.

City of Ontario
Fixed Monthly Fire Service Charges

Meter Size	*Effective July 19, 2023*	*Effective July 1, 2024*
2”	$11.31	$11.87
4”	21.29	22.36
6”	43.97	46.17
8”	83.09	87.25
10”	141.94	149.03
12”	223.49	234.66
16”	465.65	488.93

Source: City.

Comparison to Nearby Service Providers. The table below sets forth a comparison of the City's typical monthly water bill for a single family residential user to those of certain nearby water purveyors. Information for agencies other than the City is as of calendar year 2023, while information for the City is as of the date of this Official Statement.

Service Provider	*Monthly Charge*[(1)]
Fontana Water Company (City of Fontana)	$98.90
Golden State Water Company (City of San Dimas; City of Claremont)	94.45
Monte Vista Water District (budget based)	81.55
City of Ontario	**81.03**
City of Chino Hills (zone average)	79.30
Jurupa Community Services District	75.83
City of Upland	71.70
City of Chino	68.23
City of Pomona	67.71
City of Corona	61.08
Cucamonga Valley Water District	55.39

(1) Based on 18 units of water use and 5/8” meter size.
Source: City.

No Connection Fees. The City does not charge a connection fee to customers for connecting to the Water System. New developments are assessed a development impact fee, the proceeds of which must be spent on capital improvements and do not constitute Gross Revenues pledged to repay the 2024 Bonds.

Water System Collection Procedures

The City is on a monthly billing cycle for City-furnished utilities, including water, solid waste, stormwater and wastewater. A consolidated bill for these charges is sent to customers every month for services rendered in the prior month. Pursuant to City ordinance, all accounts that remain unpaid 26 days after the billing date are be deemed to be past due and late charges and penalties will be applied. Past due accounts will incur a late charge equal to 10% of the amount due, which is required to be within 10 business days. In addition to the late charge, a penalty of 1.5% per month is charged on account balances that are more than 30 past due. If payment is not received by the 60th day following the bill date, service is shut off. The City will not discontinue residential service for nonpayment where a customer has requested a payment plan, provides

all required documentation and has meets certain other conditions in the City's shutoff policy. Accounts that have service discontinued are not reconnected without full payment of the bill and penalties and a reinstatement fee.

As of May 1, 2024, approximately 11% of outstanding accounts receivable were more than 60 days delinquent, including active customers who have entered into payment arrangements. Such delinquencies are in the total amount of approximately $547,605.

Future Water System Improvements

The City projects total capital improvements to the Water System of approximately $155,000,000 during Fiscal Years 2024 through 2028, including planning and design costs, water rights and supply costs, well and facility improvements, treatment, distribution system and transmission improvements, reservoir improvements and recycled water system improvements, excluding the 2024 Project described under the caption "THE 2024 PROJECT." Such capital improvements are expected to be financed by a combination of grants (the City is currently pursuing Clean Water State Revolving Funds), Water System reserves and Net Revenues remaining after the payment of the Series 2024 Installment Payments and debt service on Parity Bonds, as well as a possible future bond issuance. The timing and proposed principal amount of such possible future bond issuance have not yet been determined and will depend upon the amount of grant funding received and the planning and design timeline for the applicable projects. Accordingly, the projected Water System operating results that are set forth under the caption "WATER SYSTEM FINANCIAL INFORMATION—Projected Operating Results and Debt Service Coverage" do not reflect an additional bond issuance other than the 2024 Bonds.

Projected Water System Supply

The following table shows the sources of supply for the Water System projected by the City for the current and next four Fiscal Years.

City of Ontario
Projected Water Supply in Acre Feet

Fiscal Year Ending June 30	*Groundwater*		*Imported Water*		*Desalter Water*		*Recycled Water*[2]			*Total*		*Percentage Increase/ (Decrease)*[1]
	afy	*mgd*	*afy*	*mgd*	*afy*	*mgd*	*afy*		*mgd*	*afy*	*mgd*	
2024	18,203	16.2	5,172	4.6	8,533	7.6	5,894	3,134	8.1	40,936	36.5	17.14%
2025	19,472	17.4	5,877	5.2	8,533	7.6	6,285	3,014	8.3	43,181	38.5	5.48
2026	20,742	18.5	6,581	5.9	8,533	7.6	6,676	2,893	8.5	45,425	40.5	5.20
2027	22,011	19.6	7,286	6.5	8,533	7.6	7,067	2,773	8.8	47670	42.5	4.94
2028	23,280	20.8	7,990	7.1	8,533	7.6	7,458	2,652	9.0	49,913	44.5	4.71

(1) Percentage shown is percentage of change in acre feet per year.
(2) Recycled water projections are split between the recycled water meter values (first column) and the farmer projections (second column). The "mgd" column is the total between the two previous columns.
Source: City.

Projected Water System Deliveries

The following table shows Water System deliveries projected by the City for the current and next four Fiscal Years.

City of Ontario
Projected Water System Deliveries in Acre Feet

Fiscal Year Ending June 30	*Residential*	*Commercial*	*Industrial/ Government/ Other*	*Recycled*	*Total*	*Percentage Increase/ (Decrease)*
2024[(1)]	19,372	5,721	6,504	5,393	36,989	10.10%
2025	22,097	6,740	5,721	5,824	40,382	9.17
2026	22,608	6,896	5,853	5,959	41,315	2.31
2027	23,118	7,052	5,985	6,093	42,248	2.26
2028	23,629	7,207	6,118	6,228	43,182	2.21

(1) Based on unaudited estimated results.
Source: City.

Water System deliveries can be affected by a number of factors, including connections to the Water System, State mandates and weather conditions. See the caption "—Projected Water System Connections" below.

Projected Water System Connections

The following table shows the number of retail connections to the Water System projected by the City for the current and next four Fiscal Years.

City of Ontario
Projected Water System Connections

Connection Type	*Fiscal Year 2024*[(1)]	*Fiscal Year 2025*	*Fiscal Year 2026*	*Fiscal Year 2027*	*Fiscal Year 2028*
Residential	34,828	35,524	36,235	36,960	37,699
Commercial	3,147	3,210	3,274	3,339	3,406
Industrial[(2)]	319	319	320	321	321
Government[(2)]	127	128	129	130	131
Irrigation[(2)]	2,113	2,176	2,241	2,308	2,378
TOTAL	40,534	41,357	42,199	43,058	43,935
Percentage Increase/(Decrease)	2.03%	2.03%	2.04%	2.04%	2.04%

(1) Based on unaudited estimated results.
(2) Irrigation customers include some recycled water customers. In addition, small numbers of industrial and government customers purchase recycled water from the Water System.
Source: City.

Projected increases in connections reflect expectations of development within the Water System service area.

Projected Water System Sales Revenues

The following table shows the sales revenues of the Water System projected by the City for the current and next four Fiscal Years. The projections: (i) are based on the increases in projected water deliveries that are described under the caption "—Projected Water System Deliveries;" and (ii) assume Water System rate increases of between 3% and 5% per annum beginning in Fiscal Year 2025 which have not yet been adopted by the City Council. All rate increases are subject to the notice, hearing and protest provisions of Proposition 218, and there can be no assurance that rate increases which are projected in calendar years 2025 through 2028 will be approved. See the caption "CONSTITUTIONAL LIMITATIONS ON APPROPRIATIONS AND CHARGES—Proposition 218."

City of Ontario
Projected Water System Sales Revenues

Fiscal Year Ending June 30	*Residential*	*Commercial*	*Industrial/ Government/ Other*	*Recycled*	*Total*	*Percentage Increase/ (Decrease)*
2024[(1)]	$46,145,462	$17,968,651	$6,441,633	$3,140,519	$73,696,265	5.00%
2025	47,529,826	18,507,711	6,634,882	3,234,734	75,907,153	3.00
2026	48,955,721	19,062,942	6,833,929	3,331,776	78,184,368	3.00
2027	50,424,392	19,634,830	7,038,947	3,431,729	80,529,898	3.00
2028	51,937,124	20,223,875	7,250,115	3,534,681	82,945,795	3.00

(1) Based on unaudited estimated results.
Source: City.

WATER SYSTEM FINANCIAL INFORMATION

Available Cash

As of June 30, 2023, the Water System had approximately $70.3 million in available cash and investments (including $50.3 million in moneys that are restricted for capital expenditures).

Historical Operating Results and Debt Service Coverage

The following table is a summary of operating results of the Water System for the last five Fiscal Years. These results have been derived from the audited financial statements of the City, but exclude certain receipts which are not included as Revenues under the Indenture and certain non-cash items and include certain other adjustments.

Table 8
City of Ontario
Historical Water System Operating Results and Debt Service Coverage
Fiscal Year Ended June 30

	2019	*2020*	*2021*	*2022*	*2023*
Gross Revenues					
Sales and Service Charges[(1)]	$ 58,256,721	$ 54,533,169	$ 63,094,442	$ 72,372,428	$ 70,186,919
Interest	4,683,847	5,019,590	5,410,558	155,877	6,060,565
Miscellaneous[(2)]	1,631,382	1,294,640	574,837	1,971,499	890,636
Total Gross Revenues	$ 64,571,950	$ 60,847,399	$ 69,079,837	$ 74,499,804	$ 77,138,120
Maintenance and Operation Costs					
Source of Supply[(3)]	$ 22,325,544	$ 25,880,993	$ 21,687,947	$ 19,273,526	$ 23,446,819
Pumping Expenses	4,792,894	4,519,420	5,653,244	4,822,164	6,739,672
Transmission and Collection	6,668,363	3,778,590	11,081,593	7,743,829	8,028,426
Operations Management	1,882,362	3,976,019	7,454,788	8,274,502	7,512,114
General and Administration[(4)]	7,641,716	4,908,698	1,008,205	--	--
Billing and Collection Expense	1,391,772	1,765,374	848,570	1,158,156	2,561,530
Communications/Radio Replacement Reserve	20,000	--	--	--	--
Total Maintenance and Operation Costs	$ 44,722,650	$ 44,829,094	$ 47,734,347	$ 41,272,177	$ 48,288,561
Net Revenues	$ 19,849,300	$ 16,018,305	$ 21,345,490	$ 33,227,627	$ 28,849,559
Debt Service					
2013 Installment Purchase Agreement[(5)]	$ 4,755,776	$ 4,754,058	$ 4,698,877	$ 4,597,005	--
2021 Bonds[(5)]	--	--	--	--	$ 4,076,914
Total Parity Obligations	$ 4,755,776	$ 4,754,058	$ 4,698,877	$ 4,597,005	$ 4,076,914
Capital Expenditures	$ 4,836,957	$ 4,679,122	$ 4,282,856	$ 12,368,212	$ 23,979,530
Remaining Net Revenues	$ 10,256,567	$ 6,585,125	$ 12,363,75	$ 16,262,410	$ 793,115
Debt Service Coverage	4.17	3.37	4.54	7.23	7.08

(1) Includes revenues from meter charges, water sales, meter installation fees and City charges. Decrease in Fiscal Year 2020 reflects reductions in water use by commercial and industrial customers as a result of temporary business closings during the COVID-19 outbreak, as well as implementation of new billing system in June 2020 that the City estimates understated Fiscal Year 2020 revenues and overstated Fiscal Year 2021 revenues by approximately $1 million - $1.5 million due to a lack of accrual data. The City believes that such problems will not recur in future years as staff gains proficiency in the new billing system. Increase in Fiscal Year 2022 due to 5.00% rate increase.

(2) Includes reimbursement agreements.

(3) Includes payments to WFA, CDA, IEUA and the Watermaster. See the caption "THE WATER SYSTEM—Water Supply."

(4) Decrease in General and Administration costs beginning in Fiscal Year 2020 reflects changes in cost allocations among various City enterprises to more closely reflect actual costs attributable to each enterprise. As a result of such changes, certain costs that were previously allocated to the Water System have been allocated to other City enterprises. Beginning in Fiscal Year 2021, the employees responsible for billing and collections of water rates and charges were no longer charged to the City's general fund and, therefore, such costs were allocated to Billing and Collection Expense beginning in Fiscal Year 2021.

(5) The 2021 Bonds refunded the City's obligations under the 2013 Installment Purchase Agreement.

Source: City.

Projected Operating Results and Debt Service Coverage

Estimated projected operating results for the Water System for the current and next four Fiscal Years are set forth below. The financial forecast represents the City's estimate of projected financial results based on a variety of assumptions, including those set forth in the footnotes to the chart set forth below. All of such assumptions are material in the development of the City's financial projections, and variations in the assumptions may produce substantially different financial results. Actual operating results achieved during the projection period may vary from those presented in the forecast and such variations may be material.

City of Ontario
Projected Water System Operating Results and Debt Service Coverage
Fiscal Year Ending June 30

	2024[1]	*2025*	*2026*	*2027*	*2028*
Gross Revenues					
Sales and Service Charges[3]	$ 73,696,265	$ 75,907,153	$ 78,184,368	$ 80,529,898	$ 82,945,795
Interest[7]	6,242,382	6,429,653	6,622,543	6,821,219	7,025,856
Miscellaneous[3]	917,355	944,876	973,222	1,002,419	1,032,491
Transfer (to)/from Rate Stabilization Fund[4]	--	--	--	--	--
Total Gross Revenues	$ 80,856,002	$ 83,281,682	$ 85,780,133	$ 88,353,536	$ 91,004,142
Maintenance and Operation Costs					
Source of Supply[5]	$ 24,619,160	$ 25,357,735	$ 26,118,467	$ 26,902,020	$ 27,709,082
Pumping Expenses[6]	7,076,656	7,288,955	7,507,624	7,732,853	7,964,838
Transmission and Collection[7]	8,429,847	8,682,743	8,934,225	9,211,522	9,487,867
Operations Management[7]	7,887,720	8,124,351	8,368,082	8,619,124	8,877,698
Billing and Collection Expense[7]	2,689,606	2,770,295	2,853,403	2,939,006	3,027,176
Total Maintenance and Operation Costs	$ 50,702,989	$ 52,224,079	$ 53,790,801	$ 55,404,525	$ 57,066,661
Net Revenues	$ 30,153,013	$ 31,057,603	$ 31,989,332	$ 32,949,011	$ 33,937,481
Debt Service					
2021 Bonds	$ 4,075,832	$ 4,069,994	$ 4,070,544	$ 4,074,629	$ 4,068,411
2024 Installment Payments[8]	--	1,119,149	3,228,500	3,224,875	3,228,750
Total Parity Obligations	$ 4,075,832	$ 5,189,143	$ 7,299,044	$ 7,299,504	$ 7,297,161
Remaining Net Revenues	$ 26,077,181	$ 25,868,460	$ 24,690,288	$ 25,649,507	$ 26,640,321
Debt Service Coverage	7.40	5.99	4.38	4.51	4.65

(1) Reflects unaudited estimated results.
(2) Includes projected revenues from meter charges, water sales, meter installation fees and City charges. Assumes projected rate increases of 3% per annum beginning in Fiscal Year 2025 which has not yet been adopted by the City Council. All rate increases are subject to the notice, hearing and protest provisions of Proposition 218, and there can be no assurance that rate increases which are projected in calendar years 2025 through 2028 will be approved. See the caption "CONSTITUTIONAL LIMITATIONS ON APPROPRIATIONS AND CHARGES—Proposition 218."
(3) Includes reimbursement agreements.
(4) [The City does not currently project any deposits to or withdrawals form the Rate Stabilization Fund.] See the caption "SECURITY FOR THE BONDS—Rate Stabilization Fund."
(5) Includes projected payments to WFA, CDA, IEUA and the Watermaster. See the captions "THE WATER SYSTEM—Water Supply" and "THE WATER SYSTEM—Projected Water System Supply."
(6) Reflects projected costs of groundwater extractions from City-owned wells. See the caption "THE WATER SYSTEM—Projected Water System Supply."
(7) Projected to increase by approximately 3% per annum.
(8) Projected Series 2024 Installment Payments. *Preliminary, subject to change*.

Source: City.

Employee Benefits

Pension Obligations. Accounting and financial reporting by state and local government employers for defined benefit pension plans is governed by GASB Statement No. 68 ("**GASB 68**"). GASB 68 includes the following components: (i) unfunded pension liabilities are included on the employer's balance sheet; (ii) pension expense incorporates rapid recognition of actuarial experience and investment returns and is not based on the employer's actual contribution amounts; (iii) lower actuarial discount rates are required to be used for underfunded plans in certain cases for purposes of the financial statements; (iv) closed amortization periods for unfunded liabilities are required to be used for certain purposes of the financial statements; and (v) the difference between expected and actual investment returns will be recognized over a closed five-year smoothing period. GASB 68 affects the City's accounting and reporting requirements, but it does not change the City's pension plan funding obligations.

The City participates in a Miscellaneous Plan to fund pension benefits for employees that serve the Water System. The City's pension plan is administered by CalPERS. CalPERS administers agent multiple-employer public employee defined benefit pension plans for all of the City's full-time and certain part-time employees. CalPERS provides retirement, disability and death benefits to plan members and beneficiaries and acts as a common investment and administrative agent for participating public entities within the State, including the City. CalPERS plan benefit provisions and all other requirements are established by State statute and the City Council.

City employees are subject to different benefit levels based on their hire date. The Miscellaneous Plan's provisions and benefits in effect at June 30, 2023 are summarized as follows.

City of Ontario
CalPERS Miscellaneous Plan – Summary of Benefit Provisions

	Employees Hired on or before December 31, 2012	***Employees Hired after December 31, 2012 (Not Previously CalPERS members)***
Benefit Formula	2.5% @ age 55	2.0% @ age 62
Benefit Vesting	5 years of service	5 years of service
Benefit Payments	Monthly for life	Monthly for life
Minimum Retirement Age	50	52
Monthly Benefits as % of Eligible Compensation	2% - 2.5%	1% - 2.5%
Employee Normal Cost	8.00%[(1)]	6.25%[(1)]
Employer Normal Cost Rate	9.87%	9.87%

[(1)] Employees are required to make the full employee contribution themselves. The City does not make any portion of the employee contribution.
Source: City.

Contributions to the City's pension plan consist of contributions from plan participants (i.e., employees) and contributions by the City.

City employees who were hired after December 31, 2012 and who were not previously CalPERS members receive benefits based on 2.0% at age 62 formula. Such employees are required to make the full amount of required employee contributions themselves under the California Public Employees' Pension Reform Act of 2013 ("**AB 340**"), which was signed by the State Governor on September 12, 2012. AB 340 established a new pension tier for such employees. Benefits for such participants are calculated on the highest average annual compensation over a consecutive 36-month period. Employees are required to pay at least 50%

of the total normal cost rate. AB 340 also capped pensionable income as noted below. Amounts are set annually, subject to Consumer Price Index increases, and retroactive benefits increases are prohibited, as are contribution holidays and purchases of additional non-qualified service credit.

City of Ontario
Pensionable Income Caps for Calendar Year 2024 (AB 340 and Non-AB 340 Employees)

	Employees Hired On or Before December 31, 2012 (Non-AB 340 Employees)	***Employees Hired After December 31, 2012 (AB 340 Employees)***
Maximum Pensionable Income	$345,000	$181,734
Maximum Pensionable Income if also Participating in Social Security	N/A	$151,446

Source: City.

Additional employee contributions, limits on pensionable compensation and higher retirement ages for new members as a result of the passage of AB 340 are expected to reduce the City's unfunded pension lability and potentially reduce City contribution levels in the long term.

The City is also required to contribute the actuarially determined remaining amounts necessary to fund benefits for its members. Employer contribution rates for all public employers are determined on an annual basis by the CalPERS actuary and are effective on the July 1 following notice of a change in the rate. Total plan contributions are determined through the CalPERS annual actuarial valuation process. The total minimum required employer contribution is the sum of: (i) the plan's employer normal cost rate, which funds pension benefits for current employees for the upcoming Fiscal Year (expressed as a percentage of payroll); plus (ii) the employer unfunded accrued liability contribution amount, which funds pension benefits that were previously earned by current and former employees (billed monthly).

For Fiscal Year 2023, required employer normal cost rates as a percentage of payroll were 9.87% for Miscellaneous Plan employees. For Fiscal Year 2024, required employer normal cost rates as a percentage of payroll are 10.56% for Miscellaneous Plan employees.

Beginning in Fiscal Year 2018, CalPERS began collecting employer contributions toward a pension plan's unfunded liability as dollar amounts instead of the prior method of a percentage of payroll. According to CalPERS, this change was intended to address potential funding issues that could arise from a declining payroll or a reduction in the number of active members in the plan. Funding the unfunded liability as a percentage of payroll could lead to underfunding of pension plans. Due to stakeholder feedback regarding internal needs for total contributions expressed as an estimated percentage of payroll, the CalPERS reports include such results in the contribution projection for informational purposes only. Contributions toward a pension plan's unfunded liability will continue to be collected as set dollar amounts.

The City's required contributions to CalPERS fluctuate each year and, as noted, include a normal cost component and a component equal to an amortized amount of the unfunded liability. Many assumptions are used to estimate the ultimate liability of pensions and the contributions that will be required to meet those obligations. The CalPERS Board of Administration has adjusted and may in the future further adjust certain assumptions used in the CalPERS actuarial valuations, which adjustments may increase the City's required contributions to CalPERS in future years. Accordingly, the City cannot provide any assurances that the City's required contributions to CalPERS in future years will not significantly increase (or otherwise vary) from any past or current projected levels of contributions. CalPERS earnings reports for Fiscal Years 2012-13 through 2022-23 report investment gains (and losses) of approximately 13.2%, 18.4%, 2.4%, 0.6%, 11.2%, 8.6%, 6.7%, 4.7%, 21.3%, (6.1%), and 6.1%, respectively. Future earnings performance may increase or decrease future contribution rates for plan participants, including the City

CalPERS' discount rate was lowered from 7.00% to 6.80% in fall 2021. Lowering the discount rate means that employers that contract with CalPERS to administer their pension plans will see increases in their normal costs and unfunded actuarial liabilities. Active members hired after January 1, 2013 who were not previously CalPERS members will also see their contribution rates rise under AB 340.

The tables below are derived from the Miscellaneous Plan of the City of Ontario Annual Valuation Report as of June 30, 2022 (the "**2023 Report**") and show the required and projected employer contributions (before cost sharing) for the next six fiscal years, as well as the historical funded status of the City's Miscellaneous pension plan. Projected results reflect the adopted changes to the discount rate described in the 2023 Report. Such projections also assume that all actuarial assumptions will be realized and that no further changes to assumptions, contributions, benefits, or funding will occur during the projection period. The projected normal cost percentages in the projections below does not reflect that the normal cost will decline over the time as new employees are hired into AB 340 or other lower cost benefit tiers.

The foregoing projections assumed the investment return for Fiscal Year 2023 would be 6.8%. As described above, CalPERS announced a investment returns of 6.1% for Fiscal Year 2023. As a result, the actual contribution requirements for Fiscal Year 2025 and the following years shown below can be expected to differ from such projections. No assurance can be provided that the City's CalPERS plan expenses will not increase significantly in the future.

		Projected Future Employer Contributions (Assumes 6.80% Return for Fiscal Year 2022-23 and Beyond)				
Fiscal Year	***Required Contribution 2024-25***	***2025-26***	***2026-27***	***2027-28***	***2028-29***	***2029-30***
Normal Cost %	10.44%	10.3%	10.1%	10.0%	9.8%	9.7%
UAL Payment	$1,470,627	$2,546,000	$3,622,000	$4,698,000	$5,774,000	$5,774,000
Total as a % of Payroll*	12.88%	14.4%	15.8%	17.1%	18.4%	18.0%
Projected Payroll	$60,247,455	$61,934,384	$63,668,547	$65,451,266	$67,283,902	$69,167,851

* Illustrative only and based on the projected payroll shown.
Source: CalPERS' 2023 Report.

The table below are derived from the 2023 Report and show the funded status of the City's Miscellaneous pension plan as of the valuation dates shown.

Valuation Date	***Accrued Liability***	***Market Value of Assets***	***Unfunded Liability***	***Funded Ratio***	***Annual Covered Payroll***
6/30/2018	$376,305,695	$277,662,560	$98,643,135	73.8%	$50,409,095
6/30/2019	398,658,192	293,938,109	104,720,083	73.7	53,669,904
6/30/2020	421,061,940	408,307,863	12,754,077	97.0	56,051,895
6/30/2021	462,487,852	487,328,384	(24,840,532)[(1)]	105.4	49,276,257
6/30/2022	483,988,774	436,735,780	47,252,994	90.2	55,457,382

(1) On May 21, 2020 the City issued $236,585,000 of pension obligation bonds, the proceeds of which were used to pay the City's total unfunded liability for all of the City's Cal PERS plans (including the Miscellaneous plan) as of such date.
Source: CalPERS' 2023 Report.

Portions of the above disclosures are primarily derived from information that has been produced by CalPERS, its independent accountants and its actuaries. The City has not independently verified such information and neither makes any representations nor expresses any opinion as to the accuracy of the information that has been provided by CalPERS.

The comprehensive annual financial reports of CalPERS are available on CalPERS' Internet website at www.calpers.ca.gov. The CalPERS website also contains CalPERS' most recent actuarial valuation reports

and other information that concerns benefits and other matters. The textual reference to such Internet website is provided for convenience only. None of the information on such Internet website is incorporated by reference herein. The City cannot guarantee the accuracy of such information. Actuarial assessments are "forward-looking" statements that reflect the judgment of the fiduciaries of the pension plans, and are based upon a variety of assumptions, one or more of which may not materialize or be changed in the future.

For Fiscal Year 2023, the total required employer payment of the unfunded accrued liability for the City's Miscellaneous Plan was $5,595,658. For Fiscal Year 2024, the total required employer payment of the unfunded accrued liability for the City's Miscellaneous Plan is $0.00. A summary of principal assumptions and methods used to determine the total pension liability for Fiscal Year 2023 is shown below.

City of Ontario
Actuarial Assumptions for CalPERS Miscellaneous Plan

Actuarial Cost Method	Entry Age Normal in accordance with the requirements of GASB 68
Asset Valuation Method	Market Value of Assets
Actuarial Assumptions:	
Discount Rate	6.90%
Inflation	2.50%
Salary Increases	Varies by entry age and service
Investment Rate of Return	6.90% net of pension plan investment and administrative expenses; includes projected inflation rate of 2.50%
Mortality Rate Table[(1)]	Derived using CalPERS' membership data for all funds

(1) The mortality table used was developed based on CalPERS-specific data from a 2017 actuarial experience study for the period from 1997-2015.

Source: City.

Changes in the net pension liability for the City's pension plans in the most recent Fiscal Year for which information is available were as follows:

City of Ontario
Changes in CalPERS Miscellaneous Plan Net Pension Liability

	Increase / (Decrease)		
	Total Pension Liability	***Plan Fiduciary Net Position***	***Net Pension Liability / (Asset)***
Balance at June 30, 2021	$ 430,362,634	$ 487,358,582	$(56,995,948)
Balance at June 30, 2022	473,429,254	436,746,615	36,682,639
Net Changes for period from July 1, 2021 through June 30, 2022	$ 43,066,620	$ (50,611,967)	$ 93,678,587

Source: City.

The table below presents the net pension liability of the City's pension plans, calculated using the discount rate applicable to Fiscal Year 2023 (6.90%), as well as what the net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (5.90%) or 1 percentage point higher (7.90%) than the Fiscal Year 2021 rate:

City of Ontario
Sensitivity of CalPERS Miscellaneous Plan Net Pension Liability
to Changes in the Discount Rate

Plan's Net Pension Liability/(Asset)	*Discount Rate – 1% (5.90%)*	*Applicable Discount Rate (6.90%)*	*Discount Rate + 1% (7.90%)*
Miscellaneous Plan	$101,517,478	$36,682,639	$(16,561,733)

Source: City.

For additional information relating to the City's pension plans, see Note 10 to the City's audited financial statements set forth in Appendix A.

Other Post-Employment Benefits. The City provides post-employment health care benefits to qualified retired employees. Employees are eligible for such benefits in accordance with applicable MOUs with employee bargaining units. The City administers a single-employer defined benefit post-employment healthcare plan (the "**OPEB Plan**"). A menu of benefit provisions, as well as other requirements, are established by state statutes within the Public Employees' Retirement Law. The City selects optional benefit provisions from the benefit menu by contract with CalPERS and adopts those benefits through local ordinance.

At June 30, 2022, the following employees were covered by the benefit terms:

Category	*Count*
Active employees	1,183
Inactive employees or beneficiaries currently receiving benefit payments	720
Inactive employees entitled to but not yet receiving benefit payment	222

Source: City.

The City funds benefits under the OPEB Plan based on an Actuarially Determined Contribution (the "**ADC**"). For the year ended June 30, 2023, the City's ADC contribution rate was 10.37% of covered employee payroll. Employees do not contribute to the plan, but may pay the difference between the benefit that they receive and monthly premiums for that benefit.

GASB has issued two pronouncements, known as GASB 74 and GASB 75, related to funding and accounting for the OPEB Plan. Under these pronouncements, OPEB Plan benefits are intended to be accounted for in a manner that is similar to the accounting treatment of pensions under GASB 68. See the caption "—Retirement Contributions." Under GASB 74 and 75, unfunded OPEB Plan benefits will be recognized on the City's financial statements and the City is required to use the Entry Age actuarial cost method when calculating OPEB Plan liabilities. In addition, a 20-year municipal bond rate is used to discount unfunded OPEB Plan payments and the long-term rate of return on plan investments is used to discount benefits that are projected to be paid by plan assets.

The City retained a consultant (the "**Actuarial Consultant**") to calculate the City's post-employment benefits funding status. In a report dated June 30, 2021 (the "**Report**"), the Actuarial Consultant concluded that the City's ADC is $5,010,000. According to the Actuarial Consultant, the City's unfunded actuarial accrued liability for postemployment benefits was $0 as of June 30, 2020, the most recent date for such liability was calculated.

The City is not required to fund the amortization of the unfunded actuarial liability. Prior to Fiscal Year 2020, the City's policy was to pay for OPEB Plan costs as they are incurred. In Fiscal Year 2020, the City Council approved the establishment of an irrevocable trust to fund OPEB Plan benefits (the "**OPEB**

Trust") with the California Employers' Retiree Benefit Trust, an agent multiple-employer plan that is administered by CalPERS, and approved and authorized an agreement with CalPERS to administer the OPEB Trust on its behalf. As of June 30, 2023, the City held $164,600,641 in the OPEB Trust. Based on the most recent actuarial valuation, the actuarial unfunded liability of the OPEB Plan was estimated to be approximately $ 19,111,624 using a methodology that is compliant with GASB 75.

Changes in the total liability for the City's OPEB Benefit plan for Fiscal Year 2023 were as follows.

City of Ontario
Changes in OPEB Plan Liability

	Increase / (Decrease)		
	Total OPEB Plan Liability	***Plan Fiduciary Net Position***	***Net OPEB Plan Liability / (Asset)***
Balance at June 30, 2022	$162,461,878	$174,614,201	$ (12,152,353)
Net Changes for period from July 1, 2022 through June 30, 2023	5,726,939	(25,537,038)	31,263,977
Balance at June 30, 2023	$168,188,787	$149,077,163	$ 19,111,624

Source: City.

The following table presents the net liability of the OPEB Plan, calculated using the discount rate applicable to Fiscal Year 2023 (6.25%), as well as what the net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (5.25%) or 1 percentage point higher (7.25%) than the current rate:

City of Ontario
Sensitivity of OPEB Plan Total Liability to Changes in the Discount Rate

	Discount Rate – 1% (5.25%)	***Current Discount Rate (6.25%)***	***Discount Rate + 1% (7.25%)***
Plan's Total Liability/(Asset)	$43,208,254	$19,111,624	$(482,525)

Source: City.

Future changes in funding policies and assumptions, including those related to assumed rates of investment return and healthcare cost inflation, could trigger increases in the City's annual required OPEB Plan contributions, and such increases could be material to the finances of the City. No assurance can be provided that such expenses will not increase significantly in the future. The City does not expect that any increased funding of OPEB Plan benefits will have a material adverse effect on the ability of the City to pay the 2024 Bonds.

For additional information relating to the City's OPEB Plan, see Note 11 to the City's audited financial statements set forth in Appendix A.

CONSTITUTIONAL LIMITATIONS ON APPROPRIATIONS AND CHARGES

Article XIIIB

Article XIIIB of the State Constitution limits the annual appropriations of the State and of any city, county, school district, authority, special district or other political subdivision of the State to the level of appropriations of the particular governmental entity for the prior fiscal year, as adjusted for changes in the cost

of living and population. The "base year" for establishing such appropriation limit is the 1978-79 State fiscal year and the limit is to be adjusted annually to reflect changes in population and consumer prices. Adjustments in the appropriations limit of an entity may also be made if: (a) the financial responsibility for a service is transferred to another public entity or to a private entity; (b) the financial source for the provision of services is transferred from taxes to other revenues; or (c) the voters of the entity approve a change in the limit for a period of time not to exceed four years.

Appropriations that are subject to Article XIIIB generally include the proceeds of taxes levied by or for the State or other entity of local government, exclusive of certain State subventions, refunds of taxes and benefit payments from retirement, unemployment, insurance and disability insurance funds. "Proceeds of taxes" include, but are not limited to, all tax revenues and the proceeds to an entity of government from: (i) regulatory licenses, user charges, and user fees (but only to the extent that such proceeds exceed the cost reasonably borne by the entity in providing the service or regulation); and (ii) the investment of tax revenues. Article XIIIB includes a requirement that if an entity's revenues in any year exceed the amounts that are permitted to be spent, the excess would have to be returned by revising tax rates or fee schedules over the subsequent two years.

Certain expenditures are excluded from the appropriations limit, including payments of indebtedness that were existing or legally authorized as of January 1, 1979, or of bonded indebtedness thereafter approved by the voters, and payments that are required to comply with court or federal mandates which without discretion require an expenditure for additional services or which unavoidably make the provision of existing services more costly.

The City is of the opinion that its charges for the Water System do not exceed the costs that it reasonably bears in providing such service and therefore are not subject to the limits of Article XIIIB. See the caption "SECURITY FOR THE BONDS—Rate Covenant" for a description of the City's covenant to set rates and charges for the Water Service.

Proposition 218

General. An initiative measure entitled the "Right to Vote on Taxes Act" (the "**Initiative**") was approved by the voters of the State at the November 5, 1996 general election. The Initiative added Articles XIIIC and XIIID to the State Constitution. According to the "Title and Summary" of the Initiative prepared by the State Attorney General, the Initiative limits "the authority of local governments to impose taxes and property-related assessments, fees and charges."

Article XIIID. Article XIIID defines the terms "fee" and "charge" to mean "any levy other than an ad valorem tax, a special tax or an assessment, imposed by an agency upon a parcel or upon a person as an incident of property ownership, including user fees or charges for a property-related service." A "property-related service" is defined as "a public service having a direct relationship to property ownership." Article XIIID further provides that reliance by an agency on any parcel map (including an assessor's parcel map) may be considered a significant factor in determining whether a fee or charge is imposed as an incident of property ownership.

Article XIIID requires that any agency which imposes or increases any property-related fee or charge must provide written notice thereof to the record owner of each identified parcel upon which such fee or charge is to be imposed and must conduct a public hearing with respect thereto. The proposed fee or charge may not be imposed or increased if a majority of owners of the identified parcels file written protests against it. As a result, because fees for water service are a "fee" or "charge" as defined in Article XIIID, the local government's ability to increase such fees or charges may be limited by a majority protest.

In addition, Article XIIID includes a number of limitations that are applicable to existing fees and charges, including provisions to the effect that: (a) revenues that are derived from the fee or charge may not

exceed the funds which are required to provide the property-related service; (b) such revenues may not be used for any purpose other than that for which the fee or charge was imposed; (c) the amount of a fee or charge that is imposed upon any parcel or person as an incident of property ownership may not exceed the proportional cost of the service attributable to the parcel; and (d) no such fee or charge may be imposed for a service unless that service is actually used by, or immediately available to, the owner of the property in question. Property-related fees or charges based on potential or future use of a service are not permitted.

Based upon the California Court of Appeal decision in *Howard Jarvis Taxpayers Association v. City of Los Angeles*, 85 Cal. App. 4th 79 (2000), which was denied review by the State Supreme Court, it was generally believed that Article XIIID did not apply to charges for water and wastewater services that are "primarily based on the amount consumed" (i.e., metered water or wastewater rates), which had been held to be commodity charges related to consumption of the service, not property ownership. The State Supreme Court ruled in *Bighorn-Desert View Water Agency v. Verjil*, 39 Cal. 4th 205 (2006) (the "***Bighorn* Case**"), however, that fees for ongoing water service through an existing connection were property-related fees and charges. The State Supreme Court specifically disapproved the holding in *Howard Jarvis Taxpayers Association v. City of Los Angeles* that metered water rates are not subject to Proposition 218. The City complies with the notice, hearing and protest procedures in Article XIIID, as further explained by the State Supreme Court in the *Bighorn* Case, with respect to water rate increases.

On April 20, 2015, the California Court of Appeal, Fourth District, issued an opinion in *Capistrano Taxpayers Association, Inc. v. City of San Juan Capistrano*, 235 Cal. App. 4th 1493 (2015) (the "***SJC* Case**") upholding tiered water rates under Proposition 218 provided that the tiers correspond to the actual cost of furnishing service at a given level of usage, including the capital costs of improvements to provide additional increments of water. The opinion included a finding that the City of San Juan Capistrano did not make any attempt to calculate the actual costs of providing water at various tier levels. The City's current residential water rate structure includes tiered rates based on usage. The City has reviewed the *SJC* Case decision and does not expect the decision to affect its rate structure. The City believes that its current water rates comply with the requirements of Proposition 218 because they are tied to the cost of service and capital improvements, and expects that any future water rate increases will comply with Proposition 218's procedural and substantive requirements to the extent applicable thereto.

Article XIIIC. Article XIIIC provides that the initiative power may not be prohibited or otherwise limited in matters of reducing or repealing any local tax, assessment, fee or charge and that the power of initiative to affect local taxes, assessments, fees and charges is applicable to all local governments. Article XIIIC does not define the terms "local tax," "assessment," "fee" or "charge," so it was unclear whether the definitions set forth in Article XIIID referred to above are applicable to Article XIIIC. Moreover, the provisions of Article XIIIC are not expressly limited to local taxes, assessments, fees and charges imposed after November 6, 1996. On July 24, 2006, the State Supreme Court held in the *Bighorn* Case that the provisions of Article XIIIC applied to rates and fees charged for domestic water use. In the decision, the State Supreme Court noted that the decision did not address whether an initiative to reduce fees and charges could override statutory rate setting obligations.

On August 3, 2020, the State Supreme Court issued an opinion in *Wilde v. City of Dunsmuir* (Cal. S. Ct. S252915) holding that taxpayers do not have the right under Proposition 218 to challenge water rates by referendum, and the City does not believe that Article XIIIC grants to the voters within the City the power (whether by initiative under Article XIIIC or otherwise, or by referendum, which is not authorized under Article XIIIC) to repeal or reduce rates and charges for the Water Service in a manner that would interfere with the contractual obligations of the City or the obligation of the City to maintain and operate the Water System. However, there can be no assurance as to the availability of particular remedies adequate to protect the Beneficial Owners of the Bonds. Remedies that are available to Beneficial Owners of the Bonds in the event of a default by the City are dependent upon judicial actions which are often subject to discretion and delay and could prove both expensive and time-consuming to obtain. So long as the Bonds are held in book-entry form,

DTC (or its nominee) will be the sole registered owner of the Bonds and the rights and remedies of the Bond Owners will be exercised through the procedures of DTC.

Proposition 26

On November 2, 2010, voters in the State approved Proposition 26. Proposition 26 amends Article XIIIC of the State Constitution to expand the definition of "tax" to include "any levy, charge, or exaction of any kind imposed by a local government" except the following: (a) a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege; (b) a charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product; (c) a charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof; (d) a charge imposed for entrance to or use of local government property, or the purchase, rental or lease of local government property; (e) a fine, penalty or other monetary charge imposed by the judicial branch of government or a local government as a result of a violation of law; (f) a charge imposed as a condition of property development; and (g) assessments and property-related fees imposed in accordance with the provisions of Article XIIID. Proposition 26 applies to charges imposed or increased after November 2, 2010 and provides that the local government bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity. The City believes that its water rates and charges meet the exception that is described in clause (g) above and are not taxes under Proposition 26.

Future Initiatives

Articles XIIIB, XIIIC and XIIID and Proposition 26 were adopted as measures that qualified for the ballot pursuant to the State's initiative process. From time to time other initiatives could be proposed and adopted affecting the City's revenues or ability to increase revenues. See the caption "CERTAIN RISKS TO BONDHOLDERS—Initiative Measure Relating to Water Revenues" for information regarding an initiative measure expected to appear on the November 2024 Statewide ballot, which would amend Article XIIIC and apply retroactively to January 1, 2022. If such retroactivity is upheld, the amendments contained in Initiative 1935 would apply to the City's most recent water rate increases, which were adopted on December 6, 2023 after a noticed public hearing in compliance with Article XIIIC. The City was aware of Initiative 1935 when it went through the process prescribed by Proposition 218 and believes that its current water rates were adopted in compliance with Article XIIIC, as it would be amended if Initiative 1935 is approved by the voters.

CERTAIN RISKS TO BONDHOLDERS

The following information, in addition to the other matters that are described in this Official Statement, should be considered by prospective investors in evaluating the Bonds. However, the following does not purport to be comprehensive, definitive or an exhaustive listing of risks and other considerations that may be relevant to making an investment decision with respect to the Bonds. In addition, the order in which the following information is presented is not intended to reflect the relative importance of any such risks. If any risk factor materializes to a sufficient degree, it alone could delay or preclude payment of principal of or interest on the Bonds.

Limited Obligations

The obligation of the City to pay the Series 2024 Installment Payments is a limited obligation of the City and is not secured by a legal or equitable pledge or charge or lien upon any property of the City or any of its income or receipts, except Net Revenues of the City's Water System. The obligation of the City to pay the Series 2024 Installment Payments does not constitute an obligation of the City to levy or pledge any form of taxation or for which the City has levied or pledged any form of taxation.

Accuracy of Assumptions

To estimate the Net Revenues available to pay the Series 2024 Installment Payments, the City has made certain assumptions with regard to various matters, including but not limited to future development within the City and increases in revenues resulting therefrom, the rates and charges to be imposed in future years, the expenses associated with operating the Water System and the interest rate at which funds will be invested. The City believes these assumptions to be reasonable, but to the extent that any of such assumptions fail to materialize, the Net Revenues available to pay the Series 2024 Installment Payments will, in all likelihood, be less than those projected herein. The City may choose, however, to maintain compliance with the rate covenant that is set forth in the Indenture in part by means of contributions from the Rate Stabilization Fund or other available reserves or resources. In such event, Net Revenues may generate amounts which are less than 125% of Debt Service in any given Fiscal Year. See the captions "SECURITY FOR THE BONDS—Rate Covenant," "—Rate Stabilization Fund" and "WATER SYSTEM FINANCIAL INFORMATION—Projected Water System Operating Results and Debt Service Coverage."

Water System Demand

There can be no assurance that the demand for water service will occur as described in this Official Statement. Reductions in levels of demand could require an increase in rates or charges in order to comply with the rate covenant. See the caption "SECURITY FOR THE BONDS—Rate Covenant." Demand for water service could be reduced or may not occur as projected by the City as a result of reduced levels of development in the City's service area, hydrological conditions, an economic downturn, voluntary conservation efforts or mandatory State conservation orders in response to drought conditions and other factors.

Water System Expenses

There can be no assurance that the City's expenses will be consistent with the descriptions in this Official Statement. Maintenance and Operation Costs may vary with labor costs (including costs related to pension liabilities and the costs of retaining qualified personnel with the proper certifications to operate Water System facilities), treatment costs, energy costs, regulatory compliance costs, increased costs to access groundwater due to land subsidence or falling water tables, increased imported water purchase costs and other factors. Much of the City's water supply is sold to the City by other agencies. Increases in such other agencies' costs or changes in such other agencies' operations over which the City has no control could impact the City's cost of water to supply its customers. See the caption "THE WATER SYSTEM—Water Supply." Increases in expenses could require an increase in rates or charges in order to comply with the rate covenant. See the caption "SECURITY FOR THE BONDS—Rate Covenant." Rate increases are subject to the provisions of Proposition 218 and there can be no assurance that the City will be able to increase rates as needed to address increases in Water System expenses. See the caption "—Rate-Setting Process under Proposition 218."

Limited Recourse on Default

If the City defaults on its obligation to pay the Series 2024 Installment Payments, the Trustee, as assignee of the Authority, has the right to declare the total unpaid principal amount of the Series 2024

Installment Payments, together with the accrued interest thereon, to be immediately due and payable. However, in the event of a default and such acceleration, there can be no assurance that the City will have sufficient funds to pay such accelerated amounts from Net Revenues.

Rate-Setting Process under Proposition 218

Proposition 218, which added Articles XIIIC and XIIID to the State Constitution, affects the City's ability to maintain existing Water System rates and impose rate increases, and no assurance can be given that future proposals to increase Water System rates will not encounter majority protest opposition or be challenged by initiative action authorized under Proposition 218. In the event that future proposed Water System rate increases cannot be imposed as a result of majority protest or initiative, the City might thereafter be unable to generate Net Revenues in the amounts required by the Installment Purchase Agreement to pay the Series 2024 Installment Payments. The City believes that its current Water System rates approved by the City Council were effected in accordance with the public hearing and majority protest provisions of Proposition 218. See the caption "CONSTITUTIONAL LIMITATIONS ON APPROPRIATIONS AND CHARGES—Proposition 218."

Statutory and Regulatory Compliance

Laws and regulations governing treatment and delivery of water are enacted and promulgated by federal, State and local government agencies. Compliance with these laws and regulations is and will continue to be costly, and, as more stringent standards are developed, such costs will likely increase.

Claims against the Water System for failure to comply with applicable laws and regulations could be significant. Such claims may be payable from assets of the Water System and constitute Maintenance and Operation Costs or from other legally available sources. In addition to claims by private parties, changes in the scope and standards for municipal water systems such as that operated by the City may also lead to administrative orders issued by federal or State regulators. Future compliance with such orders can also impose substantial additional costs on the City. No assurance can be given that the cost of compliance with such laws, regulations and orders would not adversely affect the ability of the City to generate Net Revenues in amounts that are sufficient to pay the Bonds.

Natural Disasters

The occurrence of any natural disaster in the City, including, without limitation, fire, earthquake, landslide, land subsidence, high winds, drought or flood, could have an adverse material impact on the economy within the City, the Water System and the revenues available for the payment of the Series 2024 Installment Payments. Portions of the Water System may be at risk of damage or destruction from unpredictable seismic activity. See the caption "THE CITY—Seismic Considerations." The City is not required to maintain earthquake insurance under the Installment Purchase Agreement, and does not currently maintain such insurance. See the caption "THE CITY—City Insurance."

The occurrence of natural disasters in the City's service area could result in substantial damage to the Water System which, in turn, could substantially reduce revenue generated by the Water System and affect the ability of the City to pay the Series 2024 Installment Payments. The City maintains liability insurance for the Water System and property casualty insurance for certain portions of the Water System. However, there can be no assurance that specific losses will be covered by insurance or, if covered, that claims will be paid in full by the applicable insurers.

Furthermore, as described under the caption "THE CITY—City Insurance," significant portions of the Water System, including subsurface pipelines that are located more than 1,000 feet from City-owned above-ground infrastructure, are not covered by the City's property casualty insurance except for a $750,000 sublimit

that is applicable to unscheduled assets. Damage to such portions of the Water System as a result of natural disasters would result in uninsured losses to the City.

Limitations on Remedies

The ability of the City to comply with its covenants under the Installment Purchase Agreement and to generate Net Revenues in amounts that are sufficient to pay the Series 2024 Installment Payments may be adversely affected by actions and events that are outside of the control of the City and may be adversely affected by actions taken (or not taken) by voters, property owners, taxpayers or persons obligated to pay assessments, fees and charges. See the caption "CONSTITUTIONAL LIMITATIONS ON APPROPRIATIONS AND CHARGES—Proposition 218." Furthermore, the remedies that are available to the owners of the Bonds upon the occurrence of an event of default under the Indenture are in many respects dependent upon judicial actions, which are often subject to discretion and delay and could prove both expensive and time-consuming to obtain.

In addition, usual equity principles may limit the specific enforcement under State law of certain remedies, as may the exercise by the United States of America of the powers delegated to it by the federal Constitution and the reasonable and necessary exercise, in certain exceptional situations, of the police power inherent in the sovereignty of the State and its governmental bodies in the interest of serving a significant and legitimate public purpose. Bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium proceedings and other laws relating to or affecting creditors' rights, or the exercise of powers by the federal or State government, if initiated, could subject the Beneficial Owners of the Bonds to judicial discretion and interpretation of their rights in bankruptcy or otherwise, and consequently may entail risks of delay, limitations or modification of their rights. Remedies may be limited because the Water System serves an essential public purpose.

The opinion to be delivered by Bond Counsel concurrently with the issuance of the Bonds will be subject to such limitations and the various other legal opinions to be delivered concurrently with the issuance of the Bonds will be similarly qualified. See Appendix C. In the event that the City fails to comply with its covenants under the Installment Purchase Agreement or fails to pay the Series 2024 Installment Payments, which secure the payments of principal of and interest on the Bonds, there can be no assurance of the availability of remedies adequate to protect the interest of the holders of the Bonds.

Loss of Tax Exemption

In order to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds, the Authority and the City have covenanted in the Indenture and the Installment Purchase Agreement, respectively, to comply with the applicable requirements of the Internal Revenue Code of 1986, as amended (the "**Code**"), and not to take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of interest on the Bonds thereunder. Interest on the Bonds could become includable in gross income for purposes of federal income taxation retroactive to the date of issuance of such Bonds as a result of acts or omissions of the Authority or the City in violation of this or other covenants in the Indenture or the Installment Purchase Agreement. The Bonds are not subject to redemption or any increase in interest rates should an event of taxability occur and will remain outstanding until maturity or prior redemption in accordance with the provisions contained in the Indenture. See the caption "TAX MATTERS."

Secondary Market

There can be no guarantee that there will be a secondary market for the Bonds or, if a secondary market exists, that the Bonds can be sold for any particular price. Occasionally, because of general market conditions or because of adverse history or economic prospects connected with a particular issue, secondary marketing practices are suspended or terminated. Additionally, prices of issues for which a market is being

made will depend upon then prevailing circumstances. Such prices could be substantially different from the original purchase price.

Parity Obligations

The Installment Purchase Agreement permits the City to enter issue Parity Bonds payable from Net Revenues on a parity with the Series 2024 Installment Payments, which secure the Bonds, subject to the terms and conditions set forth therein. The issuance of Parity Bonds by the City could result in reduced Net Revenues available to pay the Series 2024 Installment Payments. The City has covenanted to maintain coverage of at least 125% of Debt Service, as further described under the captions "SECURITY FOR THE BONDS—Rate Covenant" and "—Additional Parity Bonds"

Climate Change

The State has historically been susceptible to wildfires and hydrologic variability. As greenhouse gas emissions continue to accumulate in the atmosphere as a result of economic activity, climate change is expected to intensify, increasing the frequency, severity and timing of extreme weather events such as coastal storm surges, drought, wildfires, floods and heat waves, and raising sea levels. The future fiscal impact of climate change on the City is difficult to predict, but it could be significant and it could have a material adverse effect on the Water System's finances by requiring greater expenditures to counteract the effects of climate change or by changing the business and activities of Water System customers.

Cyber Security

Municipal agencies, like other business entities, face significant risks relating to the use and application of computer software and hardware. Recently, there have been significant cybersecurity incidents affecting municipal agencies, including a freeze affecting computer systems of the City of Atlanta, an attack on the City of Baltimore's 911 system, an attack on the Colorado Department of Transportation's computers, an attack that resulted in the temporary closure of the Port of Los Angeles' largest terminal and an attack on a water treatment plant in Oldsmar, Florida.

The City employs a multi-layer cyber protection scheme including, third party consultant assistance, next-generation firewalls, anti-virus software, anti-spam/malware software, intrusion detection/prevention, domain name system filtering services, duplicate systems in a disaster recovery site and multiple copies of all information that is backed up. The City implements recommended strategies suggested by security vendors and makes internal system changes as needed. Over eight years ago, the City experienced a successful ransomware attack that affected a small number of files. The City was able to immediately isolate the issue and recover. The City has not experienced a successful attack against its network and servers since the above security measure have been put in place. There can be no assurance that a future attack or attempted attack would not result in the disruption of City operations. However, the City expects that any such disruptions would be temporary in nature due to its backup/restore procedures and disaster recovery planning.

The City has not experienced a successful attack against its network and servers since the above security measure have been put in place. Over eight years ago, the City experienced a successful ransomware attack that affected a small number of files. The City was able to immediately isolate the issue and recover. However, there can be no assurance that a future attack or attempted attack would not result in disruption of City operations. The City expects that any such disruptions would be temporary in nature due to its backup/restore procedures and disaster recovery planning.

Rate Covenant Not a Guarantee

The Series 2024 Installment Payments, which secure the Bonds, are payable from Net Revenues of the Water System. See the caption "SECURITY FOR THE BONDS." The City's ability to pay the Series 2024

Installment Payments depends on its ability to generate Net Revenues at the levels required by the Installment Purchase Agreement. Although the City has covenanted in the Installment Purchase Agreement to impose rates and charges as more particularly described under the caption "SECURITY FOR THE BONDS—Rate Covenant," and although the City expects that sufficient Net Revenues will be generated through the imposition and collection of such rates and charges, there is no assurance that the imposition and collection of such rates and charges will result in the generation of Net Revenues in amounts that are sufficient to pay the Series 2024 Installment Payments. Among other matters, the availability of and demand for water and changes in law and government regulations could adversely affect the amount of Net Revenues realized by the City. The failure to generate sufficient Net Revenues to pay the Series 2024 Installment Payments does not constitute a default or Event of Default under the Installment Purchase Agreement or the Indenture, provided that the City has set rates and charges at levels that it reasonably expects will generate sufficient Net Revenues at the beginning of each Fiscal Year.

THE AUTHORITY

The Authority was organized pursuant to the provisions of Articles 1 through 4 of Chapter 5 of Division 7 of Title 1 of the State Government Code and a Joint Exercise of Powers Agreement, dated as of June 1, 2013, by and between the City and the Ontario Housing Authority (the "**Housing Authority**") for the purpose of assisting in the financing and refinancing of capital improvement projects of the City and related entities and to finance working capital for the City by exercising the powers referred to in the JPA Agreement, including the power to issue bonds to pay the costs of public improvements. Neither the City nor the Housing Authority is responsible for repayment of the obligations of the other. The members of the Board of Directors of the Authority are the members of the City Council of the City.

APPROVAL OF LEGAL PROCEEDINGS

The valid, legal and binding nature of the Bonds is subject to the approval of Stradling Yocca Carlson & Rauth LLP, Newport Beach, California, acting as Bond Counsel. The form of such legal opinion is set forth in Appendix C, and such legal opinion will be attached to each Bond. Certain matters will be passed upon for the City and the Authority by Best Best & Krieger LLP, Irvine, California, as City Attorney and General Counsel to the Authority, and by Stradling Yocca Carlson & Rauth LLP, as Disclosure Counsel, for the Underwriter by its counsel, Kutak Rock LLP, Irvine, California, for the Insurer by its counsel and for the Trustee by its counsel.

LITIGATION

General

At the time of delivery of and payment for the Bonds, the City will certify that there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, pending or, to the knowledge of the City, threatened against the City affecting the existence of the City or the titles of its directors or officers to their respective offices or seeking to restrain or to enjoin the sale or delivery of the Bonds or the application of the proceeds thereof in accordance with the Installment Purchase Agreement and the Indenture, or that could have a material adverse effect on the City's ability to pay the Series 2024 Installment Payments, in any way contesting or affecting the validity or enforceability of the Bonds, the Indenture, the Installment Purchase Agreement or any action of the City contemplated by any of said documents, in any way contesting the completeness or accuracy of this Official Statement or any amendment or supplement thereto or contesting the powers of the City or its authority with respect to the Bonds or any action of the City contemplated by any of said documents, nor to the knowledge of the City, is there any basis therefor.

Chino Basin Watermaster Litigation – CEQA Budget

The City is a co-appellant in certain litigation arising under the water rights Judgment in *Chino Basin Municipal Water District v. City of Chino, et al.*, San Bernardino Superior Court No. RCVRS51010. The litigation concerns whether, under the terms of the Judgment, the Watermaster lawfully can budget and assess parties for funds to conduct environmental review under the California Environmental Quality Act ("CEQA") with the Inland Empire Utilities Agency acting as Lead Agency, even though Watermaster itself is not subject to CEQA and the parties have not agreed upon any projects that would be subject to CEQA. In August 2022, certain parties to the Judgment, led by the City, filed a motion requesting that the Court exercise its continuing jurisdiction with respect to the Judgment in order to resolve this CEQA budget dispute. In November 2022, the Court issued an order denying the motion. In January 2023, the City and another party appealed from the order. The appeal was fully briefed in March 2024, and no date has been set yet for oral argument.

In the event of a favorable final ruling in this matter, the City's obligation to pay a share of Watermaster's expenses may be reduced. The City is unable to predict the likelihood of success in this matter at the present time. The City does not expect this matter to have a material adverse effect on the City's ability to pay the Series 2024 Installment Payments.

Chino Basin Watermaster Litigation – Dry Year Yield Program

The City is the appellant in consolidated appeals arising from the Chino Basin Watermaster's failure to assess groundwater production from the Dry Year Yield ("**DYY**") Program. The City's lawsuit seeks to enforce provisions of the Judgment and subsequent DYY Program orders that define how assessments are calculated, who is eligible to participate in the DYY Program, how the DYY Program is administered, and procedural and due process requirements surrounding amendments to either the DYY Program or court orders.

Traditionally, and consistent with the Judgment, the Watermaster has assessed all groundwater produced from the Basin. This included stored water produced as part of the DYY Program, a conjunctive use program established for the storage of extra water during wet years and the corresponding recovery of that groundwater during dry years. The DYY Program, and the terms by which it operates, are legally rooted in the Judgment and subsequent court orders, including 2003 and 2004 orders specific to the DYY Program. After years of consistent administration, during the 2021-22 and 2022-23 assessment years, and without notice, the Watermaster modified its implementation of the DYY Program and the manner in which it calculated assessments. Specifically, the Watermaster did not levy assessments on water produced through the DYY Program and, for the first time, Watermaster allowed a party without a DYY Program local agency agreement to participate in the DYY Program and avoid payment of assessments on water produced. The Watermaster also allowed parties to produce groundwater from the DYY Program storage account in excess of the amounts permitted by the court's prior DYY Program orders. The City's resulting legal challenges to both the 2021-22 assessment package and the 2022-23 assessment package were denied by the trial court, and both cases are pending on appeal before the California Court of Appeal, Fourth Appellate District. The appeals challenge the superior court's rulings that the Watermaster is not required to levy assessments on groundwater produced as part of the DYY Program, and failure to enforce the procedural and substantive provisions in the Judgment and the court's prior DYY Program orders.

If the City obtains a favorable ruling in these consolidated cases, the 2021-22 and 2022-23 assessment packages will be corrected and amended to require parties to pay assessments on water produced from the DYY Program. This will have the corresponding effect of substantially reducing the City's assessments for those years, thereby increasing available Net Revenues. The City is unable to predict the likelihood of success in this matter at the present time. The City does not expect this matter to have a material adverse effect on the City's ability to pay the Series 2024 Installment Payments.

Chino Basin Program Litigation

The City is the plaintiff in certain litigation regarding the Chino Basin Program. The Chino Basin Program is a regional program proposed by the Inland Empire Utilities Agency ("**IEUA**") to treat and inject water into the Chino Basin. In June 2022, the City filed its petition and complaint against IEUA in the Superior Court for the County of San Bernardino, *City of Ontario v. Inland Empire Utilities Agency, et al.*, Case No. CIVSB2211925. The lawsuit seeks to invalidate IEUA's approval of the Chino Basin Program and related actions by IEUA. The lawsuit alleges that IEUA violated the California Environmental Quality Act ("**CEQA**") by approving the Chino Basin Program without conducting adequate environmental review, and that the Chino Basin Program will have significant adverse effects on the natural resources of the Chino Basin and the Santa Ana River, reducing the City's water supply, and increasing the region's reliance on imported water. The Court has vacated the trial/hearing dates because of ongoing disputes regarding discovery and preparation of the Administrative Record. In April 2024, the Court appointed a referee to make recommendations regarding discovery disputes. Currently, no hearing/trial date is set. The City is unable to predict the outcome of this lawsuit or the timing of any resolution thereof. The City does not expect this lawsuit to have a material adverse effect on the City's ability to pay the Series 2024 Installment Payments.

Water Rate Litigation

The City is co-plaintiff in certain litigation against the Inland Empire Utilities Agency ("**IEUA**") regarding a fixed charge imposed by IEUA on the City and other retail water agencies. IEUA calculates the fixed charge based on the number of meter equivalent units ("**MEUs**") served by water agencies within IEUA's boundaries. The lawsuit alleges that IEUA's imposition of its MEU rate and MEU charges violates the California Constitution, Articles XIII C and XIII D (Propositions 218 and 26) because IEUA uses the MEU rate to fund a wide variety of projects and programs, but the rate is the same for all retail water agencies regardless of which programs and projects apply to each payor. The lawsuit seeks to invalidate IEUA's adoption and imposition of the MEU rate and related actions by IEUA. Also, the lawsuit seeks to enjoin IEUA's actions to collect the MEU charge, and it seeks refunds of certain MEU charges paid by plaintiffs. In February 2023, plaintiffs filed their initial petition and complaint in the Superior Court for the County of San Bernardino. The parties agreed to transfer the case to Orange County, and after completion of the transfer, in October 2023 plaintiffs filed an amended petition and complaint. The lawsuit is captioned *City of Ontario, et al., v. Inland Empire Utilities Agency*, Orange County Superior Court Case No. 30-2023-01344236-CU-WM-CJC. Currently, discovery is underway, and a trial date is set for March 2025. The City is unable to predict the outcome of this lawsuit or the timing of any resolution thereof. The City does not expect any of this lawsuit to have a material adverse effect on the City's ability to pay the Series 2024 Installment Payments.

Regional Sewer Service Contract Litigation

The City is the lead plaintiff in a lawsuit against IEUA alleging breaches of the Chino Basin Regional Sewerage Service Contract. The Contract provides for governance and funding of the regional sewage system that serves the City and other contracting agencies with sewer collection systems in the Inland Empire. In November 2023, plaintiffs filed their initial complaint and petition in the Superior Court for the County of San Bernardino. The lawsuit is captioned *City of Ontario, et al., v. Inland Empire Utilities Agency*, San Bernardino Superior Court Case No. CIVSB2328325. The lawsuit alleges breaches of the Contract by IEUA, including failure to negotiate in good faith to extend or renew the Contract on comparable terms and conditions. The lawsuit seeks to enforce contractual rights of the contracting agencies, especially their rights to recycled water, and it seeks to invalidate IEUA Ordinances Nos. 111 and 112 that claim to govern the regional sewage system and recycled water system following expiration of the Contract's fifty-year term. In March 2024, the Court granted plaintiffs' motion to transfer the case to Los Angeles County. The Court has not yet completed the transfer, and no trial date has been set. The City is unable to predict the outcome of this lawsuit or the timing of any resolution thereof. The City does not expect any of this lawsuit to have a material adverse effect on the City's ability to pay the Series 2024 Installment Payments.

The Authority

At the time of delivery of and payment for the Bonds, the Authority will certify that there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, pending or, to the knowledge of the Authority, threatened against the Authority affecting the existence of the Authority or the titles of its directors or officers to their respective offices or seeking to restrain or to enjoin the sale or delivery of the Bonds or the application of the proceeds thereof in accordance with the Installment Purchase Agreement and the Indenture, or that could have a material adverse effect on the Authority's ability to pay the Bonds, in any way contesting or affecting the validity or enforceability of the Bonds, the Indenture, the Installment Purchase Agreement or any action of the Authority contemplated by any of said documents, in any way contesting the completeness or accuracy of this Official Statement or any amendment or supplement thereto or contesting the powers of the Authority or its authority with respect to the Bonds or any action of the Authority contemplated by any of said documents, nor to the knowledge of the Authority, is there any basis therefor.

TAX MATTERS

In the opinion of Stradling Yocca Carlson & Rauth LLP, Newport Beach, California, Bond Counsel ("**Bond Counsel**"), under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals. However, it should be noted that, with respect to applicable corporations as defined in Section 59(k) of the Internal Revenue Code of 1986, as amended (the "Code"), generally certain corporations with more than $1,000,000,000 of average annual adjusted financial statement income, interest (and original issue discount) with respect to the Bonds might be taken into account in determining adjusted financial statement income for purposes of computing the alternative minimum tax imposed by Section 55 of the Code on such corporations. In the further opinion of Bond Counsel, interest on the Bonds is exempt from State of California personal income tax.

Bond Counsel's opinion as to the exclusion from gross income for federal income tax purposes of interest on the Bonds is based upon certain representations of fact and certifications made by the Authority, the City and others and is subject to the condition that the Authority and the City comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds to assure that interest on the Bonds will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause interest on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The Authority and the City have covenanted to comply with all such requirements.

The amount by which a Bond Owner's original basis for determining loss on sale or exchange in the applicable Bond (generally, the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable bond premium, which must be amortized under Section 171 of the Code; such amortizable bond premium reduces the Bond Owner's basis in the applicable Bond (and the amount of tax-exempt interest received with respect to the Bonds), and is not deductible for federal income tax purposes. The basis reduction as a result of the amortization of bond premium may result in a Bond Owner realizing a taxable gain when a Bond is sold by the Owner for an amount equal to or less (under certain circumstances) than the original cost of the Bond to the Owner. Purchasers of the Bonds should consult their own tax advisors as to the treatment, computation and collateral consequences of amortizable bond premium.

The IRS has initiated an expanded program for the auditing of tax-exempt bond issues, including both random and targeted audits. It is possible that the Bonds will be selected for audit by the IRS. It is also possible that the market value of the Bonds might be affected as a result of such an audit of the Bonds (or by an audit of similar municipal obligations). No assurance can be given that in the course of an audit, as a result

of an audit, or otherwise, Congress or the IRS might not change the Code (or interpretation thereof) subsequent to the issuance of the Bonds to the extent that it adversely affects the exclusion from gross income of interest on the Bonds or their market value.

SUBSEQUENT TO THE ISSUANCE OF THE BONDS, THERE MIGHT BE FEDERAL, STATE OR LOCAL STATUTORY CHANGES (OR JUDICIAL OR REGULATORY CHANGES TO OR INTERPRETATIONS OF FEDERAL, STATE OR LOCAL LAW) THAT AFFECT THE FEDERAL, STATE OR LOCAL TAX TREATMENT OF THE BONDS, INCLUDING THE IMPOSITION OF ADDITIONAL FEDERAL INCOME OR STATE TAXES ON OWNERS OF TAX-EXEMPT STATE OR LOCAL OBLIGATIONS, SUCH AS THE BONDS. THESE CHANGES COULD ADVERSELY AFFECT THE MARKET VALUE OR LIQUIDITY OF THE BONDS. NO ASSURANCE CAN BE GIVEN THAT SUBSEQUENT TO THE ISSUANCE OF THE BONDS STATUTORY CHANGES WILL NOT BE INTRODUCED OR ENACTED OR JUDICIAL OR REGULATORY INTERPRETATIONS WILL NOT OCCUR HAVING THE EFFECTS DESCRIBED ABOVE. BEFORE PURCHASING ANY OF THE BONDS, ALL POTENTIAL PURCHASERS SHOULD CONSULT THEIR TAX ADVISORS REGARDING POSSIBLE STATUTORY CHANGES OR JUDICIAL OR REGULATORY CHANGES OR INTERPRETATIONS, AND THEIR COLLATERAL TAX CONSEQUENCES RELATING TO THE BONDS.

Bond Counsel's opinions may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. Bond Counsel has not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. The Indenture and the Tax Certificate relating to the Bonds permit certain actions to be taken or to be omitted if a favorable opinion of Bond Counsel is provided with respect thereto. Bond Counsel expresses no opinion as to the effect on the exclusion from gross income of interest for federal income tax purposes with respect to any Bond if any such action is taken or omitted based upon the advice of counsel other than Stradling Yocca Carlson & Rauth LLP.

Although Bond Counsel has rendered an opinion that interest on the Bonds is excluded from gross income for federal income tax purposes provided that the Authority and the City continue to comply with certain requirements of the Code, the ownership of the Bonds and the accrual or receipt of interest on the Bonds may otherwise affect the tax liability of certain persons. Bond Counsel expresses no opinion regarding any such tax consequences. Accordingly, before purchasing any of the Bonds, all potential purchasers should consult their tax advisors with respect to collateral tax consequences relating to the Bonds.

Should interest on the Bonds become includable in gross income for federal income tax purposes, the Bonds are not subject to early redemption and will remain outstanding until maturity or until redeemed in accordance with the Indenture.

A copy of the proposed form of opinion of Bond Counsel is set forth in Appendix C.

CONTINUING DISCLOSURE

The City has covenanted in a Continuing Disclosure Certificate, dated the date of issuance of the Bonds (the "**Continuing Disclosure Certificate**"), for the benefit of the Owners and Beneficial Owners of the Bonds, to provide certain financial information and operating data relating to the City by not later than each March 31 following the end of the City's Fiscal Year (currently its Fiscal Year ends on June 30) (the "**Annual Report**"), commencing with the report for the Fiscal Year ended June 30, 2024, and to provide notices of the occurrence of certain enumerated events. The Annual Report and the notices of enumerated events will be filed by the City with EMMA. The specific nature of the information to be contained in the Annual Report and the notice of enumerated events is set forth in Appendix E. These covenants have been made in order to assist the Underwriter in complying with Section (b)(5) of Rule 15c2-12.

The City and its related governmental entities (the "**City Entities**") for whom City staff is responsible for undertaking compliance with continuing disclosure undertakings have previously entered into numerous disclosure undertakings under the Rule 15c2-12 in connection with the issuance of long-term obligations.

In order to ensure ongoing compliance with its continuing disclosure undertakings, the City has designated staff members within the Financial Services Agency with the responsibility of ensuring timely and complete filings. In addition, the City has retained an outside consultant to conduct periodic reviews of City compliance.

Within the last five years, the City and the City Entities have not failed to timely comply with their respective prior continuing disclosure obligations under Rule 15c2-12 in all material respects except that certain information with respect to outstanding indebtedness of the City was not included in the Fiscal Year 2021 annual report for the Ontario Public Financing Authority 2017 Lease Revenue Refunding Bonds, the City of Ontario 2020 Taxable Pension Obligations Bonds and the Ontario Public Financing Authority 2021 Lease Revenue Refunding Bonds, Series A (Federally Taxable); the City's Fiscal Years 2020-21 and 2022-23 audited financial statements were not available at the time of the filing of 2021 and 2023 respective annual reports, but have since been posted and such information is included in the notes to the City's Fiscal Year 2020-21 and 2022-23 audited financial statements.

RATING

S&P Global Ratings ("**S&P**") has assigned the rating of "_____" to the Bonds. A rating is not a recommendation to buy, sell or hold securities. Future events could have an adverse impact on the rating of the Bonds, and there is no assurance that any credit rating that is given to the Bonds will be maintained for any period of time or that the rating may not be qualified, downgraded, lowered or withdrawn entirely by S&P if, in the judgment of S&P, circumstances so warrant. Any such qualification, downgrade, lowering or withdrawal of the rating may have an adverse effect on the market price of the Bonds. The rating reflects only the views of S&P (which views and criteria could change at any time), and an explanation of the significance of such rating may be obtained from S&P. Generally, a rating agency bases its ratings on the information and materials furnished to it (which may include information and material from the City that is not included in this Official Statement) and on investigations, studies and assumptions of its own.

The City has covenanted in the Continuing Disclosure Certificate to file notices of any rating changes on the Bonds with EMMA. See the caption "CONTINUING DISCLOSURE" and Appendix E. Notwithstanding such covenant, information relating to rating changes on the Bonds may be publicly available from the rating agencies prior to the time that such information is provided to the City and prior to the date by which the City is obligated to file a notice of rating change. Purchasers of the Bonds are directed to the rating agencies and their respective websites and official media outlets for the most current ratings with respect to the Bonds after the initial issuance of the Bonds.

In providing a rating on the Bonds, S&P may have performed independent calculations of coverage ratios using its own internal formulas and methodology, which may not reflect the provisions of the Indenture. The City and the Authority make no representations as to any such calculations, and such calculations should not be construed as a representation by the City or the Authority as to past or future compliance with any financial covenants, the availability of particular revenues for the payment of debt service or for any other purpose.

MUNICIPAL ADVISOR

The City has retained Urban Futures, Inc., Walnut Creek, California (the "**Municipal Advisor**") as its municipal advisor in connection with the sale of the Bonds. The Municipal Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or to assume any responsibility for the accuracy, completeness or fairness of the information contained herein.

The Municipal Advisor is an independent advisory firm and is not engaged in the business of underwriting, trading or distributing municipal or other public securities.

UNDERWRITING

The Bonds are being purchased by Samuel A. Ramirez & Co., Inc. (the "**Underwriter**") pursuant to a purchase agreement, dated the date hereof, by and among the Authority, the City and the Underwriter. The Underwriter will purchase the Bonds from the Authority at an aggregate purchase price of $_____, representing the principal amount of the Bonds, [plus/less] $_____ of [net] original issue [premium/discount] and less $_____ of Underwriter's discount.

The initial public offering prices stated on the inside front cover of this Official Statement may be changed from time to time by the Underwriter. The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing Bonds into investment trusts), dealer banks, banks acting as agents and others at prices lower than said public offering prices.

FINANCIAL INTERESTS

The fees being paid to the Underwriter, Bond Counsel, Disclosure Counsel and counsel to the Underwriter are contingent upon the issuance and delivery of the Bonds.

MISCELLANEOUS

Insofar as any statements made in this Official Statement involve matters of opinion or of estimates, whether or not expressly stated, they are set forth as such and not as representations of fact. No representation is made that any of such statements made will be realized. Neither this Official Statement nor any statement which may have been made verbally or in writing is to be construed as a contract with the Owners of the Bonds.

The execution and delivery of this Official Statement have been duly authorized by the Authority and the City.

ONTARIO PUBLIC FINANCING AUTHORITY

By:_____
Executive Director

CITY OF ONTARIO

By:_____
City Manager

APPENDIX A

CITY FINANCIAL STATEMENTS

APPENDIX B

DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INSTALLMENT PURCHASE AGREEMENT AND THE INDENTURE

APPENDIX C

FORM OF OPINION OF BOND COUNSEL

Upon issuance of the Bonds, Stradling Yocca Carlson & Rauth LLP, Bond Counsel, proposes to render its final approving opinion in substantially the following form:

[Closing Date]

Ontario Public Financing Authority
c/o City of Ontario
303 East B Street
Ontario, California 91764

Re: $_____ Ontario Public Financing Authority Water Revenue Bonds, Series 2024A

Members of the Board of Directors:

We have acted as Bond Counsel to the Ontario Public Financing Authority (the "Authority") in connection with the issuance of $_____ aggregate principal amount of Ontario Public Financing Authority Water Revenue Bonds, Series 2024A (the "Bonds"). The Bonds have been issued by the Authority pursuant to the terms of the Indenture of Trust, dated as of _____ 1, 2024 (the "Indenture"), by and between the Authority and U.S. Bank National Association, as trustee (the "Trustee").

The Bonds are limited obligations of the Authority payable solely from payments to be made by the City of Ontario (the "City") to the Authority pursuant to an Installment Purchase Agreement, dated as of _____ 1, 2024 (the "Installment Purchase Agreement"), by and between the City and the Authority, and from certain funds and accounts established under the Indenture.

In connection with our representation, we have examined a certified copy of the proceedings relating to the Bonds. As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigations.

Based upon the foregoing and after examination of such questions of law as we have deemed relevant in the circumstances, but subject to the limitations set forth herein, we are of the opinion that:

1. The proceedings of the Authority show lawful authority for the issuance and sale by the Authority of the Bonds under the laws of the State of California (the "State") now in force, and the Indenture has been duly authorized, executed and delivered by the Authority. Assuming due authorization, execution and delivery by the Trustee, as appropriate, the Bonds and the Indenture are valid and binding obligations of the Authority enforceable against the Authority in accordance with their respective terms.

2. The obligation of the Authority to make the payments of principal and interest on the Bonds from Authority Revenues (as such term is defined in the Indenture) is an enforceable obligation of the Authority and does not constitute an indebtedness of the Authority in contravention of any constitutional or statutory debt limit or restriction.

3. Under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals; however,

with respect to applicable corporations as defined in Section 59(k) of the Internal Revenue Code of 1986, as amended (the "Code"), interest (and original issue discount) with respect to the 2024 Bonds might be taken into account in determining adjusted financial statement income for purposes of computing the alternative minimum tax imposed on such corporations.

4. Interest on the Bonds is exempt from State personal income tax.

5. The amount by which a Bond Owner's original basis for determining loss on sale or exchange in the applicable Bond (generally, the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable Bond premium, which must be amortized under Section 171 of Code; such amortizable Bond premium reduces the Bond Owner's basis in the applicable Bond (and the amount of tax-exempt interest received), and is not deductible for federal income tax purposes. The basis reduction as a result of the amortization of Bond premium may result in a Bond Owner realizing a taxable gain when a Bond is sold by the Owner for an amount equal to or less (under certain circumstances) than the original cost of the Bond to the Owner. Purchasers of the Bonds should consult their own tax advisors as to the treatment, computation and collateral consequences of amortizable bond premium.

The opinions that are expressed herein as to the exclusion from gross income of interest on the Bonds are based upon certain representations of fact and certifications made by the City and the Authority and are subject to the condition that the City and the Authority comply with all requirements of the Code that must be satisfied subsequent to issuance of the Bonds to assure that interest on the Bonds will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause interest on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The City and the Authority have covenanted to comply with all such requirements.

The opinions that are expressed herein may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. Our engagement with respect to the Bonds terminates on the date of their issuance. The Indenture, the Installment Purchase Agreement and the Tax Certificate relating to the Bonds permit certain actions to be taken or to be omitted if a favorable opinion of Bond Counsel is provided with respect thereto. No opinion is expressed herein as to the effect on the exclusion from gross income of interest on the Bonds for federal income tax purposes if any such action is taken or omitted based upon the opinion or advice of counsel other than ourselves. Other than expressly stated herein, we express no other opinion regarding tax consequences with respect to the Bonds.

Our opinion is limited to matters governed by the laws of the State and federal law. We assume no responsibility with respect to the applicability or the effect of the laws of any other jurisdiction.

The opinions that are expressed herein are based upon our analysis and interpretation of existing statutes, regulations, rulings and judicial decisions and cover certain matters not directly addressed by such authorities. We call attention to the fact that the rights and obligations under the Indenture, the Installment Purchase Agreement and the Bonds are subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors' rights, to the application of equitable principles if equitable remedies are sought, to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against public agencies in the State.

We express no opinion herein as to the accuracy, completeness or sufficiency of the Official Statement or other offering material relating to the Bonds and expressly disclaim any duty to advise the Owners of the Bonds with respect to matters contained in the Official Statement.

Respectfully submitted,

APPENDIX D

INFORMATION CONCERNING DTC

The information in this section concerning DTC and DTC's book-entry only system has been obtained from sources that the Authority, the City and the Underwriter believe to be reliable, but none of the Authority, the City or the Underwriter takes any responsibility for the completeness or accuracy thereof. The following description of the procedures and record keeping with respect to beneficial ownership interests in the Bonds, payment of principal, premium, if any, accreted value, if any, and interest on the Bonds to DTC Participants or Beneficial Owners, confirmation and transfers of beneficial ownership interests in the Bonds and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC.

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered bond will be issued for each annual maturity of the Bonds, each in the aggregate principal amount of such annual maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts

such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Authority or the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Authority or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Bond Owner shall give notice to elect to have its Bonds purchased or tendered, through its Participant, to the Trustee, and shall effect delivery of such Bonds by causing the Direct Participant to transfer the Participant's interest in the Bonds, on DTC's records, to the Trustee. The requirement for physical delivery of Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Bonds to the Trustee's DTC account. DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the Authority or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, physical certificates are required to be printed and delivered.

The Authority may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event, bonds will be printed and delivered to DTC.

THE TRUSTEE, AS LONG AS A BOOK-ENTRY ONLY SYSTEM IS USED FOR THE BONDS, WILL SEND ANY NOTICE OF REDEMPTION OR OTHER NOTICES TO OWNERS ONLY TO DTC. ANY FAILURE OF DTC TO ADVISE ANY DTC PARTICIPANT, OR OF ANY DTC PARTICIPANT TO NOTIFY ANY BENEFICIAL OWNER, OF ANY NOTICE AND ITS CONTENT OR EFFECT WILL NOT AFFECT THE VALIDITY OF SUFFICIENCY OF THE PROCEEDINGS RELATING TO THE REDEMPTION OF THE BONDS CALLED FOR REDEMPTION OR OF ANY OTHER ACTION PREMISED ON SUCH NOTICE.

APPENDIX E

FORM OF CONTINUING DISCLOSURE CERTIFICATE

CITY OF ONTARIO *Agenda Report* **July 16, 2024**	**SECTION:** **ADMINISTRATIVE REPORTS/DISCUSSION/ACTION**
Department: Management Services Prepared By: Jordan T Villwock Staff Member Presenting: Jordan Villwock, Management Services Director Reviewed By: Vanny Khu Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 35

SUBJECT: WEST-END ANIMAL SERVICES AGENCY JOINT POWERS AUTHORITY AGREEMENT WITH THE CITY OF CHINO

RECOMMENDATION: That the City Council consider and:

A. Approve the Joint Exercise of Powers Agreement establishing the West-End Animal Services Agency (Agency) and authorize the City Manager to execute the Agreement on behalf of the City;
B. Appoint two Councilmembers to serve as Directors, and one Councilmember as an Alternate, to serve on the Agency's Board of Directors;
C. Authorize the City of Ontario to serve as the Agency's Interim Administrator and to provide administrative services to the Agency, including a Treasurer/Auditor-Controller and Secretary, and authorize the City Manager to execute an Agreement or other instrument establishing the cost of providing the administrative services;
D. Authorize the City Manager to take all other actions and execute all other documents or appropriate to carry out the terms of the Agreement and the City's role as Interim Administrator.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner
Pursue City's Goals and Objectives by Working with Other Governmental Agencies

FISCAL IMPACT: The City of Ontario will fund approximately 65 percent of the costs of operating the West End Animal Services Agency. Within 90 days of the execution of the agreement, the Agency will adopt a budget for operational and capital costs, and costs of special services and contract services. Appropriations attributable to the City of Ontario will be included at a future quarterly update.

BACKGROUND & ANALYSIS: For several years, the City of Ontario has contracted with the Inland Valley Humane Society (IVHS) to provide animal services. Unfortunately, this partnership has deteriorated, leading to a noticeable decline in service quality, increased community concerns,

along with a continued lack of transparency, collaboration, and communication by IVHS. Despite multiple efforts over the past year by City Staff to improve relations, which included a site visit, requesting to fund additional services, hosting and funding a team-building session, and participating in several meetings - IVHS issued a 180-notice on April 15, 2024, indicating they are canceling the contract effective June 30, 2025.

While the City of Ontario had not initially intended to establish its own animal services agency, this situation presents a unique opportunity. By partnering with the City of Chino, City Staff proposes forming a Joint Powers Authority (JPA), named the West-End Animal Services Agency. The JPA model will offer local control, enhanced services, and improved community relations.

The West-End Animal Services Agency will be a full-service animal services agency that will provide both animal control and sheltering services to member agencies. To allow the West-End Animal Services Agency to begin its work while recruiting an Executive Director and staff, the JPA Agreement authorizes one or both of the Member Agencies to serve as Interim Administrator and provide certain administrative services to the JPA. For example, the Interim Administrator would provide staff to serve as Treasurer/Auditor-Controller and Secretary, among other things. Staff's recommended actions would allow the City to serve as Interim Administrator and authorizes the City Manager to take such actions as necessary to provide needed services to the Agency during the start-up period.

JPA Governance Structure

The City of Ontario shall appoint two regular Directors while the City of Chino shall appoint one Director to serve on the JPA Board of Directors. If there are three or more parties to this Agreement, the governing body of each Member Agency shall appoint one regular Director. Voting shares will be determined by the proportion of services provided to each Member Agency based upon actual or estimated number of calls for animal control services from each Member Agency, the number of animals sheltered from each Member Agency, and/or other factors reasonably bearing on the Agency's costs, as reasonably determined by the Board.

JOINT EXERCISE OF POWERS AGREEMENT
OF
THE WEST END ANIMAL SERVICES AGENCY

This JOINT EXERCISE OF POWERS AGREEMENT (the "Agreement") is dated this ___ day of _____, 20___, for reference purposes only, and is entered into by and between the cities of Ontario and Chino, who may be referred to herein individually as a "Member Agency" or "Party" and collectively as "Member Agencies," "Members," or Parties."

RECITALS

A. The Member Agencies have the authority under California law to operate animal shelters and provide associated animal control programs within their respective jurisdictions.

B. Each Member Agency is a public agency authorized and empowered to contract with the other Member Agency for the joint exercise of powers under the Joint Exercise of Powers Act, Sections 6500, *et seq.*, of the California Government Code (the "Act").

C. Each Member Agency is a local public entity, and are municipalities in contiguous geographical proximity, having similar animal control and sheltering needs, and a history of coordination and cooperation between each other.

D. Each Member Agency presently contracts with the Inland Valley Humane Society for animal shelter and control services, but desires to transition to jointly providing and managing such services directly, in order to achieve cost savings and operational efficiencies for the benefit of the persons residing in the Member Agencies' respective service areas.

E. The Member Agencies desire to enter into this Agreement to create the West End Animal Services Agency as a joint powers agency for the purposes set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Member Agencies agree as follows:

1. **Recitals.** The recitals above are true and correct, and are hereby incorporated into the terms of this Agreement as though fully set forth herein.

2. **Term.** The term of this Agreement shall commence as of August 1, 2024 or the date the Member Agencies have fully executed this Agreement, whichever is later, and continue until terminated pursuant to the terms of this Agreement.

3. **Definitions.** Except where the context otherwise clearly requires, the following words and phrases shall have the meanings specified below:

"Act" shall mean the Joint Exercise of Powers Act of the State of California, commencing with California Government Code Section 6500, as now existing or as may hereinafter be amended or supplemented.

"Agency" shall mean the West End Animal Services Agency, a joint powers authority created by this Agreement in accordance with the Act, made up of the Member Agencies.

"Agency Area" means that geographic area encompassing the total combined jurisdictional boundaries of the Member Agencies, as lawfully changed from time to time.

"Agreement" shall mean this Joint Exercise of Powers Agreement by and between the Member Agencies, as supplemented, amended, and/or restated from time to time.

"Board" or "Board of Directors" means the governing body of the Agency as established by this Agreement.

"Board Member" or "Director" means a member of the governing body of the Agency.

"Fiscal Year" means July 1 of one year through June 30 of the following year.

"Formation Date" means the date when this Agreement took effect pursuant to Section 2.

4. **Creation of Agency.**

4.1 Agency Created. The Agency is formed pursuant to the provisions of the Act, which authorizes two or more public agencies, by a joint powers agreement entered into respectively by them and authorized by their legislative or governing bodies, to exercise jointly any power or powers common to the member agencies. The Agency shall be a public entity separate from the Member Agencies and is responsible for the administration of this Agreement.

(a) Confirmation of Agency Name. The Agency is known as the "West End Animal Services Agency."

4.2 Notices. Within thirty (30) days after the Formation Date, the Agency shall cause a notice of its formation to be prepared and filed with the office of the California Secretary of State containing the information required by California Government Code § 6503.5. Within seventy (70) days after the Formation Date, the Agency shall cause a statement of information concerning the Agency, as required by California Government Code § 53051, to be filed with the office of the California Secretary of State and with the County Clerk, of any information as required by Government Code § 53051(a).

4.3 Agency Area. The geographic boundaries of the Agency ("Agency Area") shall be coextensive with those of the Member Agencies, as may be lawfully changed from time to time.

4.4 Bylaws. The Board may adopt bylaws and any other regulations, policies, or procedures for the operation of the Agency not inconsistent with State constitutional, statutory, or decisional case law, the California Code of Regulations, or this Agreement.

4.5 Purpose.

(a) The purpose of this Agreement is to jointly exercise animal control, animal shelter, and related services, and to facilitate cooperation among the Member Agencies with respect to issues related to the operation and management of an animal shelter and administrative oversight thereof, as well as provision of animal services within each Member Agency's jurisdiction and within the jurisdictions of such agencies as the Agency may contract with for such services. The purpose shall be accomplished in the manner set forth in this Agreement. The Member Agencies each possess the powers necessary or convenient for the accomplishment of such purposes.

(b) Through the Agency and its governing body, the Member Agencies shall collaborate, cooperate and seek to determine ways in which the Member Agencies, the citizens residing within the Agency Area, and other agencies who may contract with the Agency for animal control or shelter needs can benefit from joint services.

(c) The Member Agencies shall jointly benefit through the sharing of resources, which may include but is not limited to the sharing of executive and/or administrative staff. Among other public benefits, the Member Agencies and those with whom the Agency contracts shall receive reduced costs and more efficient services through the sharing of such resources.

(d) The purposes of this Agreement shall not be construed as limiting, and the Agency and its Board shall be authorized to further define the means by which the joint exercise of services may be accomplished.

(e) The Agency may, if approved pursuant to the provisions of this Agreement, accept new Parties to this Agreement, and the purposes of this Agreement shall include the provision of animal control, animal shelter, and related services within the territorial jurisdiction of any new Parties. The purposes of this Agreement shall apply to any new Parties.

5. **Powers of Agency.**

5.1 Generally. The Agency shall exercise the powers common to the Member Agencies, powers otherwise permitted under the Act, and powers necessary to accomplish the purposes of this Agreement.

5.2 Specific Powers. The Agency is hereby authorized, in its own name, to do all acts necessary, convenient and appropriate for the exercise of the foregoing powers for the purposes set forth in this Agreement and to do any or all of the following:

(a) Setting and adopting policies for the operation of the Agency.

(b) Adopting an annual budget.

(c) Employing personnel, consultants, advisors and independent contractors, setting parameters for labor negotiations, and ratifying labor agreements.

(d) Entering into contracts, leases and other agreements, which may include, but are not limited to, a contract for administrative and fiscal services and a contract with a Certified Public Accountant for annual audit services or contracts for service to other jurisdictions.

(e) Applying for, receiving and disbursing grants, loans or other aid from any private or public agency.

(f) Cooperate with other agencies, nonprofit groups and private entities as appropriate to participate in joint projects related to animal control or sheltering services, or any other purpose of the Agency set forth in this Agreement.

(g) Setting fees for service where permitted by law.

(h) Receiving, disbursing and investing funds.

(i) Purchasing and holding title to property, and obtaining leaseholds, licenses and other interests in property, including the authority to acquire, dispose of, construct, manage, maintain or operate any building, works or improvements.

(j) Issuing revenue bonds pursuant to California Government Code Section 6540, *et seq.*

(k) Obtaining in its own name all necessary permits, licenses, opinions and rulings.

(l) Expending funds of the Agency, only for the purpose of carrying out the provisions of this Agreement as they now exist or may hereafter be amended. Such powers shall be exercised in the manner provided in the Act subject only to such restrictions as set forth in this Agreement or other applicable law.

(m) Suing and being sued in its own name.

(n) Carrying out and enforcing all of the provisions of this Agreement.

(o) To incur debts, liabilities or obligations, which do not constitute a debt, liability or obligation of any Member Agency except as otherwise required by law.

(p) To receive gifts, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations and governmental entities, provided that the Agency consents to such gifts, contributions and donations.

(q) To fix the compensation, if any, paid to the Board of Directors, Executive Director of Animal Services, Secretary, Treasurer, Controller and Attorney, in compliance with all applicable laws.

(r) To prescribe the duties, compensation and other terms and conditions of employment of other agents, officers and employees.

(s) To adopt reasonable rules and regulations for the conduct of the day-to-day operations of the Agency.

(t) To invest money in the treasury, pursuant to Government Code section 6505.5, that is not required for the immediate necessities of the Agency, as the Agency determines advisable, in the same manner and on the same conditions as local agencies, pursuant to Section 53601 of the Government Code.

(u) To exercise any and all powers which are provided for in the Act as they exist on the Formation Date or may hereafter be amended.

(v) Other powers and duties incidental to those enumerated herein.

5.3 Manner of Exercise of Common Powers. The powers of the Agency shall be limited only by the terms of this Agreement, the Act, and applicable law, as amended from time to time. The laws of the State of California applicable and common to general law cities shall govern the Agency in the manner of exercising its powers common between the cities, subject to such restrictions as are applicable to the City of Ontario in the manner of exercising such powers, as required by Government Code section 6509.

6. **Governance.**

6.1 Board of Directors. The Agency shall be governed by a Board of Directors ("Board") composed of Directors representing the Member Agencies (each a "Board Member" or "Director"). If there are two Member Agencies, the governing body of the City of Ontario shall appoint and designate in writing two regular Directors and the governing body of City of Chino shall appoint and designate in writing one regular Director. If there are three or more Parties to this Agreement, the governing body of each Member Agency shall appoint one regular Director. Each Director, and any alternate, shall be a member of the Member Agency's governing body. Each Member Agency will be entitled to representation on the Board in accordance with its financial contribution proportion (as set forth in Exhibit B to this Agreement) and as further described in Section 6.4(d), below. Each of the Board Members, and any alternates, shall be appointed as determined by the respective Member Agencies' governing bodies and any applicable local policies. Each Director and alternate serves at the pleasure of the appointing Member Agency's governing body and may be removed at any time, with or without cause, at the sole discretion of the appointing Member Agency's governing body. If a Director or alternate's membership on the appointing Member Agency's governing body ceases, his or her membership on the Board shall also cease. All the powers and rights of the Agency shall be exercised by the Board, subject to the rights reserved by the Member Agencies as set forth in this Agreement; provided, however, that the Board may delegate such powers and authority to committees, sub-committees, and others as the Board deems appropriate. The alternate appointed by each Member Agency shall have the authority to attend, participate in and vote at any meeting of the Board when the regular member is absent.

6.2 Compensation. Directors may receive such compensation from the Agency for services as may from time to time be established by the Board, subject to the limits of applicable

law. Directors shall be reimbursed for necessary and actual expenses incurred in the conduct of the Agency's official business as permitted by law and by policies adopted by the Board.

6.3 Board Officers. The role of Board Chair and Vice Chair shall be filled as follows:

(a) The Board of Directors shall, at its first meeting and periodically thereafter as may be specified in its Bylaws or otherwise agreed upon, elect a Chair and Vice-Chair by majority vote. The Chair and Vice-Chair shall coordinate with the Secretary to set meeting agendas and shall also have the duties set forth in any adopted Bylaws of the Agency. If either the Chair or Vice-Chair ceases to be a Director, the resulting vacancy will be filled at the next meeting of the Board.

(b) The Chair, or in the Chair's absence the Vice Chair, shall preside at and conduct all meetings of the Board and execute agreements and other official instruments on behalf of the Agency. In the absence or inability of the Chair to act, the Vice Chair shall act as Chair. In the absence of the Chair and the Vice Chair, the absent members may appoint a different member of the Board to serve as an alternate.

6.4 Meetings of the Board.

(a) *Annual Meeting*. The Board shall hold an annual meeting to review the services provided by the Agency and to consider approval of a budget, which shall be a regular meeting conducted in accordance with the provisions of the Ralph M. Brown Act, Sections 54950 *et seq.* of the California Government Code. The Board may hold additional regular meetings as determined by the Board and may adopt such procedures and resolutions for conducting such meetings and other business as the Board deems appropriate. Alternatively, the Board may establish an executive or other committee to hold regular meetings.

(b) *Conduct of Meetings*. All meetings of the Board including, without limitation, regular, adjourned regular, and special meetings shall be called, noticed and conducted in accordance with the provisions of the Ralph M. Brown Act, Sections 54950 *et seq.* of the California Government Code.

(c) *Quorum*. A simple majority of the Board that also represents at least 50% of the Agency's Voting Shares (defined below) shall constitute a quorum for the purpose of transacting business. In the absence of a quorum at any meeting of the Board, a majority of the Directors present, or the Chair in the absence of all Directors, or the Secretary may adjourn the meeting from time to time without further notice, but no other business may be transacted.

(d) *Voting*. Once a quorum has been established, in general, except when Special Voting is expressly required pursuant to subsection (i) below, the affirmative vote of a majority of the quorum that also represents at least 50% of the Agency's Voting Shares shall be required for the Agency to take any action. All votes taken pursuant to this section shall be referred to as a "Regular Vote." The consequence of a tie vote or a majority vote that does not represent at least 50% of the Agency's Voting Shares shall be "no action" taken.

(i) "Special Voting" requiring higher or different thresholds is required: (i) where different voting requirements are provided for by applicable law or this

Agreement; and (ii) approval of the annual budget and amendments, issuance of any bonds, exercise of eminent domain, incurrence of any debts, liabilities, obligations, certificates of participation or other evidence of indebtedness, and confirmation of the nominee for the position of Executive Director of Animal Services, each of which shall require an affirmative vote of the majority of the membership of the Board representing at least 50% of the Agency's Voting Shares and, in addition, an affirmative vote of Board Members representing at least two Member Agencies. This section shall not prohibit the Board from delegating the authority to purchase goods and services, including goods and services consistent with any adopted or applicable Agency purchasing policy, specified herein.

(ii) "Voting Shares" means the respective voting shares of each Member Agency as established in Exhibit B, as may be updated from time to time in the manner described therein. If the City of Ontario has two Directors on the Board, the Voting Shares attributable to the City of Ontario shall be divided equally between the Ontario Directors.

(e) *Location and Date*. The Board shall meet at the Agency's principal governance and business office as set forth in a resolution adopted by the Board, or at such other place as may be designated by the Board for its regular, adjourned regular, and special meetings consistent with this Agreement. The dates upon which, and the hour and place at which, any regular meeting shall be held shall be fixed by resolution of the Board and a copy of such resolution shall be provided to each Member Agency.

(f) *Agendas and Minutes.* The Board may select, appoint, or employ a Secretary to keep or cause to be kept, at the principal business office, the principal governance office, or such other place as the Board may order, a book or electronic copy of minutes of all meetings of the Board and its committees as required by law, with the time and place of holding, whether regular or special, the notice thereof given, the names of those present at the meetings, and the proceedings thereof. As soon as practicable after each meeting, the Secretary shall cause a copy of the minutes to be forwarded to each director of the Board, and to the Member Agencies. The Secretary need not be a director and shall serve at the pleasure of the Board.

6.5 Board Committees

(a) *Committees*. The Board may create any standing or ad hoc committees as it sees fit. The Board may delegate to any committee the authority to approve any action or transact any business of the Board, except for business that is required by this Agreement to be approved by the full Board.

(b) *Actions of Full Board*. Approval of budgets, issuance of any bonds, exercise of eminent domain, and incurrence of any debts, liabilities, obligations, certificates of participation or other evidence of indebtedness as may be set forth in the Agency's effective purchasing policy and any legislative actions as defined by State law shall require an action of the full Board and shall not be delegated to any Board committees.

(c) *Procedures.* Except for exempt ad hoc committees, all meetings of committees including, without limitation, regular, adjourned regular, and special meetings shall be called, noticed and conducted in accordance with the provisions of the Ralph M. Brown Act,

Sections 54950 *et seq.* of the California Government Code. Committees shall maintain minutes of their proceedings.

7. **Executive Officers and Personnel**

7.1 Executive Officers. The executive officers of the Agency shall include the Executive Director of Animal Services, Treasurer, Auditor/Controller, Secretary, and such other executive offices as created by the Board. All executive officers shall report to the Board.

(a) *Executive Director of Animal Services.* The Executive Director of Animal Services will be an officer nominated by a Nominating Committee composed of the City Manager of each Member Agency, or their designees, and subject to confirmation by the Board. The Nominating Committee may nominate one or more candidates for final consideration and appointment by the Board. The Executive Director of Animal Services shall carry out the decisions of the Board and act as the signatory for the Agency on all actions requiring approval of the Board unless otherwise required by law. The Executive Director of Animal Services shall be responsible for the proper and efficient day-to-day operation of the Agency as is or hereafter may be placed in his or her charge, or under his or her jurisdiction or control, pursuant to the provisions of this Agreement, or of any ordinance, resolution, bylaw or minute order of the Board. The Board shall confirm the nominee for the position of Executive Director of Animal Services (by an affirmative vote of the majority of the membership of the Board representing at least 50% of the Agency's Voting Shares and, in addition, an affirmative vote of Board Members representing at least two Member Agencies) and oversee the performance of the Executive Director of Animal Services. The Executive Director of Animal Services shall report to the Board on all of the following, in a manner prescribed by the Board:

(i) Plan, coordinate, supervise, and evaluate the Agency's operations, and conduct day-to-day operations of the Agency;

(ii) Supervise and manage Agency personnel;

(iii) Make recommendations to the Board on Agency operations;

(iv) Establish policies and procedures of the Agency to implement directives from the Board;

(v) In conjunction with the Treasurer, prepare an annual budget for submission to the Board.

The Executive Director of Animal Services shall be subject to dismissal by a majority vote of the Board representing at least 50% of the Voting Shares of the Agency.

(b) *Treasurer*. The Board shall appoint as the Agency Treasurer: (1) the Treasurer or Finance Director of one of the Member Agencies; (2) a certified public accountant; or (3) such other officer or employee of one of the Member Agencies as the Board shall deem qualified to act as the Agency Treasurer, so long as permitted by law. The Agency Treasurer shall perform such duties as are set forth in this Agreement and any other duties specified by the Board or as required by the Act, and shall perform the duties specified in Government Code

sections 6505 and 6505.5, as amended from time to time. The Agency Treasurer shall be the depositary of funds and shall have custody of all money of the Agency, from whatever source. The Board may at any time select, employ, or appoint a new or different Agency Treasurer meeting one or more of the above qualifications.

(c) *Auditor/Controller.* The initial Agency Auditor or Agency Controller shall be the same person serving as the Agency Treasurer. The Agency Auditor or Agency Controller shall perform such duties as are set forth in this Agreement and any other duties specified by the Board or as required by the Act. The Board may at any time select, employ, or appoint a new or different Agency Auditor or Agency Controller who shall be: (1) the auditor or controller of one of the Member Agencies; or (2) such other officer or employee of one of the Member Agencies as the Agency shall deem qualified to act as Agency Auditor or Agency Controller, so long as permitted by law.

(d) *Secretary*. The Board shall appoint a Secretary who shall serve at the pleasure of the Board. The Secretary shall be the official custodian of records for the Agency, make all filings requested by the Board and legally required, and be responsible for agendas and meeting minutes as provided in Section 6.4(f) of this Agreement.

7.2 Official Bond. Pursuant to Government Code section 6505.1, the public officer, officers or persons who have charge of, handle or have access to any property of the Agency shall file an official bond in an amount of $25,000, unless fixed by the Parties to this Agreement in a different amount by unanimous decision of the Board.

7.3 Other Officers and Staff

(a) *Attorney for Agency.* The Board of Directors may appoint a person, office, or firm to serve as Attorney for the Agency, who would attend all meetings of the Board of Directors; provided, however, that the absence of the Agency Attorney shall not affect the validity of any meeting. The Attorney shall perform such other duties as the Board of Directors specifies.

(b) *Officers and Professional Services.* The Board may select, appoint, or employ any other officers, or providers of professional and expert services, as may be necessary or appropriate to accomplish the purposes of this Agreement, including but not limited to, legal counsel, financial consultants, accountants, engineers, architects, contractors, appraisers and any other consultants and advisors, which may be a corporation, partnership, firm or individual. The Board may delegate to the Executive Director of Animal Services or to a committee the authority to hire officers and professional services.

(c) *Shared Resources.* The Board may contract with a Member Agency to provide necessary administrative services to the Agency as appropriate. All personnel employed by the individual Member Agencies shall remain employees of their respective Member Agency unless and until the Agency affirmatively employs such personnel pursuant to its powers. No express or implied employment contract between any Member Agency employee and the Agency exists as a result of this Agreement. The Board may designate a Member Agency to serve as Interim Administrator as further described in Exhibit A.

7.4 Interference Prohibited. The Board and the Member Agencies shall deal with the administrative services of the Agency (which includes the Agency's Treasurer, Auditor/Controller and Secretary) only through the executive officer of the Member Agency providing the administrative services (if provided by a Member Agency) or the Executive Director of Animal Services (if provided by an employee of the Agency), except for the purpose of inquiry. Neither the Board, the governing body of any Member Agency, nor any individual members of either shall give orders to any subordinate of the Executive Director of Animal Services.

7.5 Rules and Regulations. The Board shall forthwith adopt rules and regulations and perform all other acts necessary so that the Agency may hire personnel.

8. Equipment and Facilities.

8.1 Animal Shelter and Other Real Property.

(a) *Animal Shelter and Administrative Buildings.* The buildings that house the animal shelter and administration office operated by the Agency will be constructed by and owned by the Agency. The real property upon which the shelter building will be located is currently owned by the City of Ontario and is intended to be transferred to the Agency pursuant to a separate agreement. The original Member Agencies (the cities of Ontario, Chino, and any new Member Agencies who join the Agency pursuant to Section 14 of this Agreement by July 1, 2025) shall be the only entities with an ownership interest in the above-described real property following its transfer, and shall pay the Agency for their respective ownership interests in the property through their quarterly payments to the Agency over a period determined by the Agency and the original Member Agencies. New Member Agencies who join the Agency pursuant to Section 14 of this Agreement shall have an ownership interest in any other real property purchased by the Agency or construction pursuant to a construction contract awarded following the effective date of their inclusion in the Agency, and shall have the opportunity to assume the ownership interest of an original Member Agency should an original Member Agency withdraw from the Agency pursuant to Section 16 of this Agreement.

(b) *Member Agency Buildings and Structures*. Buildings and structures existing and owned by Member Agencies prior to the effective date of this Agreement may be utilized for the Agency's use, but shall remain the property of the respective Member Agency. Each Member Agency shall be responsible for the maintenance and insurance of Member Agency buildings. The Agency shall not directly own, maintain, or insure any existing building or structure other than those identified in subsection (a) above, unless the Agency and a Member Agency expressly agree in writing that the Agency accepts ownership, responsibility for maintenance, or responsibility to insure a particular building or structure. Any building constructed or owned by the Agency after the Formation Date shall be the property of the Agency, and in the event of dissolution of the Agency, shall be disposed of as provided in this Agreement.

(c) *Contributions of Real Property*. Any Member Agency may contribute real property to the Agency for the Agency's use. The Member Agency owning the interest in the real property shall continue to own said interest, unless the Member Agencies and Agency agree otherwise. The Board and the Member Agency owning the interest shall agree on the terms of the contribution.

(d) *Lease or Purchase of Additional Stations*. The Agency shall be authorized to lease, purchase, or obtain any other interest in real property for the Agency's uses.

8.2 Equipment and Other Personal Property.

(a) *Equipment Provided by Member Agencies*. As soon as reasonably practicable, the Agency shall inventory all equipment owned by the Member Agencies that is available for the Agency's use. All Member Agency equipment shall remain the property of that Member Agency, unless the Agency and that Member Agency otherwise agree. The Member Agency may contribute additional equipment for the Agency's use upon terms agreed between the Member Agencies and the Agency. The Agency may rent or borrow equipment from the Member Agencies for temporary use. All equipment owned by the Agency or subject to an equipment lease for financing purposes, shall remain the property of the Agency.

(b) *Acquisition of Equipment*. The Agency may acquire any equipment or other personal property for the Agency's use.

8.3 Separate Property of the Parties. Exhibit C, attached and incorporated by reference, establishes the property which is owned by a Member Agency and not the Agency, notwithstanding that the Agency may use that property.

9. **Financial Provisions.**

9.1 Administrative Services. Administrative services may be provided by the Member Agencies as described in Exhibit A, attached and incorporated by reference to this Agreement.

9.2 Operational and Capital Costs. All operational and capital improvements costs shall be allocated among the jurisdictions in accordance with the cost-sharing formula in Exhibit B, adopted by the Board and the governing bodies of the Member Agencies, and attached and incorporated by reference into this Agreement. Operational costs shall include costs for administrative services described in Exhibit A.

9.3 Billing of Members. Member Agencies will be billed quarterly by the Agency Treasurer, in accordance with the provisions of this Agreement Exhibit B. Member Agencies agree to pay the invoices on a quarterly basis.

9.4 Capital Purchases. Capital purchases that solely benefit a Member Agency shall be funded by that Member Agency. All other capital purchases shall be funded on terms established by the Board. The funding of capital purchases that are not budgeted shall be separately approved by the Board.

9.5 Budget.

(a) *Adoption.* The Board shall initially adopt a budget within 90 days of execution of this Agreement. The Board shall adopt a budget for operation and capital costs, and costs of special services and contract services, in time to allow review by the Member Agencies prior to April 30th of each fiscal year. The Agency's fiscal year shall be July 1 to June 30. No expenditures may be made by or on behalf of the Agency unless authorized by a budget or budget amendment approved by the Board.

(b) *Failure to Obtain Budget Approval.* In the event the Board does not adopt a budget prior to start of a fiscal year, the budgeted amounts of all expenses shall, except as required for debt payments or provided in multi-year agreements and other similar continuing legal obligations, remain the same as the amounts last approved by the Board in its most recently adopted budget; provided, however, that the amounts shall be increased by the Consumer Price Index ("CPI"). The CPI shall mean the Bureau of Labor Statistics' Consumer Price Index for All Urban Consumers in the Riverside-San Bernardino-Ontario area (Riverside-San Bernardino-Ontario CPI-U) for the twelve (12) month period ending the January prior to the beginning of the fiscal year. This factor shall be applied to the budget until such time as a new budget is adopted by the Board. Any shortfall in available funds and other non-reserve funds shall be made up from available reserves dedicated by the Board for such purpose and, if insufficient to cover the shortfall, any available reserve funds which have not been designated by the Board for a particular purpose or otherwise legally restricted for other purposes. Reserves shall mean any available cash or investments. In the event that a shortfall in available funds exceeds available unrestricted reserves of the Agency, such resulting unfunded shortfall shall be carried forward into the subsequent fiscal year. Member Agencies shall have no obligation to cure such unfunded shortfall other than as may be provided in a separate agreement, including, but not limited to, a special services agreement under Exhibit B.

9.6 Invoicing. Upon completion of the initial budget, and thereafter at such other intervals as determined appropriate by the Board, the Agency shall determine the amount of the budget expenses payable during the ensuing period pursuant to each Member Agency's share of expenses required by this Agreement, and the budget approved by the Board. The Agency shall submit to each Member Agency an invoice showing the Member Agency's share for the applicable period together with a calculation of the Member Agency's share. Each Member Agency shall pay to the Agency the amount invoiced within 30 days after the date of the invoice. Any amount not paid within 60 days of the date of an invoice shall be delinquent.

9.7 Default and Delinquency. Any Member Agency which defaults in its obligation to pay or advance any amounts due pursuant to this Agreement after such amounts have become delinquent shall be deemed to have waived and relinquished any rights and benefits it may have under this Agreement. Any defaulting Member Agency shall be liable to the Agency for interest on the unpaid amount at the rate of 10% per annum, or the maximum rate allowed by law if it is less than 10% per annum, until the overdue invoice amount is paid in full. If the Agreement is terminated, then the defaulting Member Agency shall remain liable for payment of its share of debts, liabilities and obligations under this Agreement incurred prior to the date of termination, plus interest.

9.8 Accounting. The Agency shall maintain strict accountability of all funds, receipts and expenses, and shall keep and maintain appropriate records and accounts of all funds, receipts and expenses under this Agreement in accordance with generally accepted accounting practices for California public agencies and the requirements of the Act. The Agency shall allow any Member Agency, or any of its employees, accountants, attorneys or agents to review, inspect, copy and audit any such records and accounts.

9.9 Record of Contributions. The Agency shall maintain records of all equipment, property and assets contributed by each Member Agency and by the Agency, including any staff resources contributed to the Agency.

9.10 Audit. The records and accounts of the Agency shall be audited annually by an independent certified public accountant and copies of such audit reports shall be filed with the State and each Member Agency pursuant to the requirements of Section 6505 through 6505.6 of the Government Code. The audit shall conform to generally accepted auditing standards. Such report shall be filed within 12 months after the end of the fiscal year or years under examination, and no later than fifteen (15) days after receipt of such audit reports by the Agency.

9.11 Expenditures. The Board shall establish and comply with a system and procedure for the review and approval of Agency expenditures and claims and the drawing and signing of Agency warrants or checks. All expenditures shall be consistent with the approved budget, except as otherwise determined by the Board.

9.12 Commitment to Use of Agency Services. In order to ensure and maximize the financial success of the Agency, following the Agency's commencement of providing animal shelter and/or control services, the Member Agencies agree to direct all inquiries and needs for animal shelter and/or control services within their respective jurisdictions to the Agency.

10. **Debts, Liabilities, Obligations; Contracts with Public Retirement Systems.**

10.1 Subject to all applicable laws, including but not limited to Government Code section 6508.1, all debts, liabilities, and obligations of the Agency shall be those of the Agency, and do not constitute debts, liabilities, or obligations of any one or more of the Member Agencies. The responsibilities and obligations of each Member Agency to this Agreement shall be solely as provided in this Agreement, or as provided in supplemental agreements or amendments as shall be executed by the Member Agencies.

10.2 The Agency shall not contract with a "public retirement system," as defined in Government Code section 6508.1(b), unless this Agreement is amended to expressly authorize such a contract. If the Parties amend this Agreement to authorize such a contract, such amendment shall address the Parties' respective responsibilities for the Agency's retirement liabilities in the event of termination or withdrawal.

10.3 The debts, liabilities and obligations of each Member Agency in existence or accrued as of the full execution of this Agreement shall remain the debts, liabilities and obligations of that Member Agency and shall not be assumed by or transferred to the Agency. After the execution of this Agreement by both Member Agencies, however, any existing debt,

liability or obligation of the Member Agencies may be expressly approved or accepted by the Agency by a formal written action of the Board.

11. **Indemnity and Hold Harmless; Insurance.**

11.1 Indemnification of Member Agencies. The Agency shall indemnify, defend and hold harmless the Board of Directors, the individual Member Agencies, and their members, officers, directors, employees and agents from and against any and all liability, loss, damages, expenses, costs (including, without limitations, costs and fees of litigation or arbitration) of every nature, arising out of any Agency act or omission related to this Agreement, except such loss or damage which was caused by the willful misconduct of the Board of Directors, any individual Member Agency, or their members, officers, directors, employees and agents.

11.2 Indemnification for Prior/Separate Acts. Each Member Agency (Indemnifying Member Agency) shall defend, indemnify and hold harmless the Agency, each Director, the other Member Agency, and the Agency and each Member Agency's respective Council or governing body members, officers, agents and employees, from any and all claims, losses, damages, costs, injuries and liabilities of every kind, including attorney's fees and expert's fees, arising directly or indirectly from the Indemnifying Member Agency's acts or omissions occurring prior to the effective date of the Agency's initial Effective Date, or that otherwise occur outside the scope of this Agreement.

11.3 Insurance. The Agency shall acquire insurance protection as is necessary to protect the interests of the Agency and the Member Agencies. The premiums for insurance acquired by the Agency, as well as any anticipated funds necessary to pay for self-insured retentions and deductibles for insurance, shall be determined based upon actuarial studies and included in the budget. Any adjustments to the budget to pay for insurance premiums, self-insured retentions, and deductibles shall be prepared by staff for presentation to the Board of Directors for consideration and approval.

11.4 Survival. These defense, indemnification, and hold harmless obligations shall survive and continue in full force and effect after withdrawal of any Member Agency from this Agreement or termination of this Agreement for any reason with respect to any acts, errors or omissions that occurred before the date of such withdrawal or termination.

12. **Termination.**

12.1 Termination.

(a) If there are at any point only two Member Agencies in the Agency, either Member Agency may unilaterally terminate the Agreement with an effective termination date of June 30 of any Fiscal Year, provided that written notice is provided to, and received by, the Agency and the other Member Agency by the terminating Member Agency no later than June 30 of the prior Fiscal Year, as expressed by vote of the governing body of the terminating Member Agency. Any terminating Member Agency shall be obligated to pay that Member Agency's contributions for the Fiscal Year ending on the effective date of termination.

(b) The Member Agencies may all jointly agree by written consent to terminate the Agreement, as expressed by resolution of the governing boards of all Member Agencies (passed by vote of the membership of the governing body of each Member Agency). Such termination shall provide for adequate time to wind-up the affairs of the Agency and distribute any assets pursuant to this Agreement. The Member Agencies shall be obligated to pay their contributions until the effective date of termination.

12.2 Disposition of Member Agencies' Property Upon Termination. Any property that was acquired by a Member Agency prior to entering this Agreement, and that is required either by this Agreement or by any subsequent act or agreement to remain the property of the Member Agency, shall be returned to the Member Agency upon termination of this Agreement. Exhibit C lists the separate property of the Member Agencies, but a Member Agency may prove that it, and not the Agency, owns certain property by providing documentation establishing such ownership. If property is not listed in Exhibit C, and no documentation establishes ownership of that property, the property will be presumed to be owned by the Agency.

12.3 Disposition of Agency Property Upon Termination. Upon termination of this Agreement, the assets and property of the Agency shall be distributed as follows:

(a) First, if a Member Agency is in default of its obligation to pay or advance any amounts due to Agency pursuant to this Agreement, then any funds or assets of the defaulting Member Agency shall be applied to the Agency in satisfaction of any such delinquency.

(b) Second, any other funds on hand shall be used to liquidate and wind-up the affairs of the Agency.

(c) Third, any surplus funds on hand remaining after satisfaction of subsections (a) and (b) above shall then be returned to the Member Agencies in proportion to their proportional financial contributions made to the Agency.

(d) Fourth, any property acquired by a Member Agency prior to entering this Agreement shall be returned to the Member Agency which owned the property at the Formation Date; provided, however, that if any such property has been substantially improved, repaired or modified by Agency funds, it shall be distributed pursuant to subsection (e) below.

(e) Fifth, any property owned by the Agency in which the original Member Agencies or their successors hold an ownership interest pursuant to Section 8.1(a) shall be transferred or returned to such Member Agencies pursuant to a separate agreement of such Member Agencies entered into at that time. If such subsequent agreement is not successfully negotiated and agreed to within a reasonable period of time, then the Member Agency previously owning the property shall have the option, exercisable in its discretion, to purchase the property, in whole or in part, for fair market value at the time of the exercise of the option. Within 90 days notice of exercise of the option, or as soon as reasonably possible thereafter, the Agency shall notify the Member Agency previously owning the property of the Agency's reasonable determination of the amount of the purchase price of the property, including any improvements thereon. Upon mutual agreement on a purchase price determined under this section and payment

thereof, the Agency will sell, assign, transfer, convey and deliver to such Member Agency all of its right, title, and interest in the purchased assets, and Agency will pay the other original Member Agencies that had an interest in the property in proportion to their financial and equipment contributions made to the Agency during the operation of this Agreement and any ancillary agreements, including contributions specifically related to ownership interest in the subject property.

(f) Sixth, any remaining property and assets shall be divided and distributed amongst the Member Agencies pursuant to separate agreement of the Member Agencies entered into at that time. If such subsequent agreement is not successfully negotiated and agreed to within a reasonable period of time, then the remaining property and assets shall be sold and the net proceeds from any sale shall be distributed among the Member Agencies in proportion to their financial and equipment contributions made to the Agency during the operation of this Agreement and any ancillary agreements.

13. **Conflict Resolution.** The Member Agencies agree that any and all disputes, claims or controversies between the Member Agencies arising out of or relating to performance of this Agreement, shall be resolved pursuant to the conflict resolution provisions as follows:

13.1 The Member Agencies shall first meet and attempt in good faith to negotiate and resolve any dispute arising out of or relating to this Agreement, subject to subsequent approval of any such resolution by the respective governing boards. The Member Agencies may, in each Member Agency's respective discretion, appoint either an alternative representative of the governing body or an ad hoc committee constituting less than a quorum of the governing body to meet and attempt in good faith to negotiate and resolve any dispute arising out of or relating to this Agreement, subject to subsequent approval of any such resolution by the respective governing boards.

13.2 If the matter is not resolved by negotiation pursuant to Section 13.1 above, then the Member Agencies agree that the matter shall be submitted to mediation within a reasonable period of time after receipt of a written request from one Member Agency to the other Member Agency requesting such mediation. The Member Agencies shall cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. Should the Member Agencies be unable to agree upon a mediator, they shall agree upon a mediation service and shall have that service select a mediator for them. The Member Agencies agree that they shall participate in the mediation in good faith and that they will share equally in the costs of mediation. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the Member Agencies, their agents, employees, experts and attorneys, and by the mediator or any employees of the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the Member Agencies, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

13.3 If the matter is not resolved by negotiation pursuant to Section 13.1 above, or by subsequent mediation pursuant to Section 13.2 above, then the Member Agencies may submit the matter to binding or non-binding arbitration, but only if both Member Agencies agree to

submit the particular controversy to arbitration. Neither Member Agency shall have a right to submit any controversy to arbitration without the other Member Agency's consent.

14. **New Members.**

14.1 Addition of New Members. The Board may set the terms and conditions for admitting new members (a "New Member Agency" or "New Member") that it deems appropriate either by amendment to this Agreement or reference to the Bylaws or other adopted resolution or policy of the Agency. New Members may only be admitted with unanimous approval of the Board and approval by each governing body of the Member Agencies. Approved New Members shall execute a copy of this Agreement, as amended, and shall thereafter be subject to all terms and conditions contained herein.

14.2 Construction. Except as otherwise expressly set forth herein, the terms of this Agreement shall be construed so as to apply to New Members the same as to the initial Member Agencies to the Agreement. New Members shall have the rights and obligations accorded to "Members" or "Member Agencies" (whether singular or plural) under this Agreement.

14.3 Cost Share. Prior to the acceptance of any New Member Agency, the proposed New Member Agency shall pay an amount, as determined by the Board, for the proposed New Member Agency's fair share of any start-up costs or other initial investments incurred by the Agency as consideration for admitting the New Member Agency.

14.4 Funding of Services. The Agency shall not provide any animal control, animal sheltering, or related services within a New Member Agency's geographic area unless and until the New Member Agency deposits sufficient funds to cover the estimated costs of services for a period of time as determined by the Board, to be not less than six (6) months.

15. **Contracting with Other Agencies**.

16.1 Authority to Contract for Services. In accordance with its statutory authority, the Agency may offer its services to nonmember public agencies upon such terms as may be mutually agreed upon by the parties.

16. **Withdrawal**. Notwithstanding any other provision of this Agreement, any Member Agency may withdraw from the Agency by providing the Agency with written notice of its intent to withdraw consistent with Section 12.1 of this Agreement, Termination. This includes providing written notice no later than June 30 of any Fiscal Year, a continuing obligation to pay that Member Agency's contributions for following Fiscal Year (the last date of which will be the effective date of termination), and following Section 12.1.b. for the procedure where the Members Agency may jointly agree by written consent on the withdrawal of a Member Agency. A withdrawal from the Agency constitutes a withdrawal of that Member Agency's representatives from the Board of Directors.

17. **Effect of Withdrawal**. The withdrawal of a Member Agency shall not terminate its responsibility to contribute its share of any obligation incurred by the Agency, including amounts determined by the Board for (1) liabilities and claims accrued during the time the agency was a Member Agency; or (2) budgeted expenses for the Fiscal Year in which notice of intent to

withdraw is effective. Except as the withdrawing Member Agency may agree, in writing, with the Board, the withdrawing Member Agency shall automatically relinquish all rights as a Member Agency under this Agreement, on the effective date of the withdrawal. Upon termination of this Agreement, a Member Agency that has withdrawn will be treated like all other Member Agencies for purposes of disbursement of Agency assets, unless otherwise agreed in writing and the remaining Member Agencies of the Agency can maintain the name "West End Animal Services Agency."

18. **Conflict of Interest Code**. The Agency shall adopt a Conflict of Interest Code consistent with the Fair Political Practices Commission's Model Conflict of Interest Code.

19. **General Provisions.**

19.1 Integration. This Agreement constitutes the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract among the Member Agencies concerning the subject matter addressed herein, and supersedes all prior negotiations, representations or agreements, either oral or written, that may be related to the subject matter of this Agreement, except those other documents that are expressly referenced in this Agreement.

19.2 Headings. The section and subsection headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

19.3 Consents. Whenever any consent and/or approval is required under this Agreement from any Member Agency, said consent and/or approval shall not be unreasonably withheld.

19.4 Construction and Interpretation. It is agreed and acknowledged by the Member Agencies that this Agreement has been arrived at through negotiation, and that each Member Agency has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting Member Agency shall not apply in construing or interpreting this Agreement.

19.5 Waiver. The waiver at any time by any Member Agency of its rights with respect to a default or other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or matter.

19.6 Remedies Not Exclusive. The remedies provided in this Agreement are cumulative and not exclusive, and are in addition to any other remedies that may be provided by law or equity. The exercise by either Member Agency of any remedy under this Agreement shall be without prejudice to the enforcement of any other remedy.

19.7 Severability. The invalidity, illegality or unenforceability of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

19.8 Successors and Assigns. Except as otherwise provided by law, the rights and duties of the Member Agencies under this Agreement shall not be assigned or delegated without the prior written consent of the other Member Agency. Any attempt to assign or delegate such

rights or duties in contravention of this Agreement shall be null and void. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities and other obligations of the Agency then in effect, and may be subject to such additional reasonable conditions of approval imposed by the Member Agency approving the assignment or delegation.

19.9 No Third Member Agency Beneficiaries. This Agreement shall not be construed to create any third party beneficiaries. This Agreement is for the sole benefit of the Member Agencies, and their permitted successors, transferees and assignees, and no other person or entity shall be entitled to rely upon or receive any benefit from this Agreement or any of its terms.

19.10 Amendment. This Agreement may be modified or amended only by a subsequent written agreement approved by the governing board of each Member Agency and executed by both Member Agencies pursuant to the terms and conditions of this Agreement.

19.11 Governing Law and Venue. Except as otherwise required by law, this Agreement shall be interpreted, governed by, and construed under the laws of the State of California. The County of San Bernardino shall be the venue for any litigation concerning the enforcement or construction of this Agreement.

19.12 Attorney Fees. In the event any legal action is brought to enforce or construe this Agreement, the prevailing party shall be entitled to an award of reasonable attorney fees, expert witness and consulting fees, litigation costs and costs of suit.

19.13 Notice. Any notice, demand, invoice or other communication required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class U.S. mail to the City Clerk and City Attorney of each Member Agency.

Any notice or other communication served by personal delivery shall be deemed received when actually delivered. Any notice or other communication shall be deemed as received three days after deposit in United States mail, postage prepaid, return receipt requested.

19.14 Counterparts. This Agreement may be executed by the Member Agencies in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, the Member Agencies hereto have executed this Joint Exercise of Powers Agreement as of the date last executed as set forth below.

CITY OF ONTARIO

By_____
City Manager

Dated _____

ATTEST:

By_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF CHINO

By_____
City Manager

Dated _____

ATTEST:

By_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT A
ADMINISTRATIVE SERVICES

Personnel: To be separately hired/controlled by Agency, and/or to be provided by Member Agencies by agreement as part of their overall contribution.

Specifically, the Agency will require the following services:

- Human Resources/Risk Management
- Dispatch Services
- Information Technology Management
- Fleet Management
- Procurement and Purchasing
- Legal Services
- Facilities Management (including janitorial)
- Finance/Budgeting

Provision by a Member Agency of any of the above services shall be compensated by the Agency as set forth in a separate written agreement or as described below for Interim Administrator(s). Compensation methods may include payment of a quarterly fee by the Agency to the Member Agency or recognition of the quarterly amount as an indirect contribution made by the respective agency to be deducted from the contributing Member Agency's proportional allocation of costs for the operation of the Agency.

Interim Administration:

Until the Agency directly employs personnel to provide administrative services for the Agency or enters into a separate written agreement for employees of a Member Agency to provide administrative services, the Board may identify one or more Member Agencies to provide specified services as the Agency's "Interim Administrator(s)" pursuant to the terms and conditions set forth below:

- In no event shall the term of Interim Administrator extend beyond July 1, 2025, without approval of the Board, and any extension shall not last more than one (1) year.

- As Interim Administrator, the Member Agency shall perform all services reasonably necessary for the management and administration of the Agency, including but not limited to identifying key staff that will provide services to the Board and the Agency, including staff who shall serve as Secretary and Treasurer/Auditor-Controller pursuant to Section 7.1(b)–(d) of the Agreement.

- Such key staff shall at all times remain under the exclusive direction and control of the Member Agency. The Member Agency shall be responsible for all compensation, supervision, and administrative costs relating to Member Agency staff providing services as the Interim Administrator.

- In order to compensate the Member Agency for the performance of services as Interim Administrator, the agreed value of the Member Agency's indirect contribution shall be set forth in a writing approved by the Board and the Member Agency's City Manager following the Formation Date, and may be revised as necessary in a writing approved by the Board and the Member Agency based on the Member Agency's projections of the cost to perform its services as Interim Administrator. The compensation may be provided by payment of a quarterly fee by the Agency to the Member Agency or recognition of the quarterly amount as an indirect contribution made by the respective agency to be deducted from the contributing Member Agency's proportional allocation of costs for the operation of the Agency.

- For Agency-budgeted expenses incurred by the Member Agency for contractors, consultants, and other outside services, materials, and supplies, the Member Agency shall draw upon and expend its own funds and the Agency shall reimburse the Member Agency from Agency funds upon receipt of a quarterly invoice from the Member Agency or be credited in its quarterly payments to the Agency. The Agency shall pay each invoice or recognize the credit within thirty (30) days of its receipt.

- Interim Administrator contributions and reimbursable expenditures by the Member Agency shall be subject to the Agency's adopted budget, unless such amounts and reimbursable expenditures have been previously approved by the Agency's Board.

- A representative of the Member Agency, which shall be an employee of the Member Agency that is not assigned to deliver services as Interim Administrator, shall serve as the main point of contact for the Agency. Any concerns regarding the Member Agency's performance as Interim Administrator, including staff identified to perform services required of the Interim Administrator, shall be relayed to the designated point of contact. The Agency shall not have the ability to direct how services are to be performed, specify the location where services are to be performed, or establish hours or days for the performance of services provided by Member Agency staff.

- The Agency shall not have any right to discharge or discipline any member of the Member Agency's staff. The Member Agency is retained as an independent contractor and is not an employee of Agency. No employee or agent of the Member Agency shall become an employee of the Agency pursuant to the Member Agency's role as Interim Administrator, and Member Agency employees or agents assigned to provide services under this Agreement shall remain under the exclusive control of the Member Agency.

- The Agency shall defend, indemnify, and hold harmless the Member Agency serving as Interim Administrator and its officials, officers, employees, contractors, agents, and authorized volunteers from any and all claims, demands, damages, liabilities, fines, expenses, and related costs and fees, including attorney's fees, arising from or related to the Member Agency's performance of services as the Interim Administrator.

EXHIBIT B
CONTRIBUTION FORMULA

From and after the Formation Date, each Member Agency shall pay for the ongoing costs of the Agency according to the following formula, to be initially calculated at the time of the formation of the Agency.

Initial Share of Contributions / Voting Shares

Ontario	65%
Chino	35%

Determination of Future Share of Contributions / Voting Shares

Thereafter, each Member Agency's proportional share will be recalculated: (1) once every five years, and/or (2) upon a unanimous vote to authorize the induction of a New Member Agency pursuant to the Agreement. Expenses of the Agency are to be paid by each Member Agency in proportion to the services provided to each Member Agency. Determination of the proportion of services provided to each Member Agency shall be based upon actual or estimated number of calls for animal control service from each Member Agency, the number of animals sheltered from each Member Agency, and/or other factors reasonably bearing on the Agency's costs, as reasonably determined by the Board. For example, if Ontario receives 65% of the Agency's services and Chino receives 35%, Ontario's funding contribution would be 65%, Chino's would be 35%.

Every five years and upon a unanimous vote to authorize the induction of a New Member Agency, the Board shall adopt an addendum to this Exhibit B showing the updated Share of Contributions / Voting Shares, which shall be ministerially added to the Agreement.

Offsets

Each Member Agency may offset its financial contributions by licenses/fee revenues, and/or by making "in-kind" contributions such as personnel or meeting room space. Costs for such contributions shall be reasonable and as set forth in a written agreement between a Member Agency and the Agency.

Additional Costs for Special Services

If a Member Agency wants additional animal services in its jurisdictional area, the cost allocation for such additional service can be made upon action by the Board and reflected in a written "special services" agreement with the Member Agency. Full cost of "special services" should be borne by the requesting Member Agency.

Services to Other Agencies

Other public agencies who contract with the Agency for services in their jurisdiction but who do not qualify or wish to be inducted as Member Agencies will be responsible for paying their actual costs pursuant to a written "contract services" agreement with the

Agency, plus any startup or entry costs deemed appropriate by the Board. Such public agency will be considered only a “contracting agency” and not a Member Agency with voting power or other rights of membership for purposes of this Agreement.

EXHIBIT C
INVENTORY OF EQUIPMENT AND PROPERTY